City of Milford

CITY COUNCIL AGENDA
Monday, March 9, 2020

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

6:30 P.M.
WORKSHOP

LEAD360 Presentation

7:00 P.M.
COUNCIL MEETING

Call to Order - Mayor Archie Campbell

Invocation

Pledge of Allegiance

Approval of Previous Minutes

Recognition

Public Hearing: Ⓟ
- Ordinance 2020-12/An Ordinance Amending the Codified Ordinances of The City of Milford, Part II General Legislation, By Adding A New Chapter 177, Entitled Public Works Department Fees
- Resolution 2020-11/Public Works Department Fee Schedule

Monthly Police Report

Monthly City Manager Report

Monthly City Finance Report

Committee & Ward Reports

Communication & Correspondence

Unfinished Business
- Carlisle Fire Company/Annual Allotment/Agreement

New Business

Alcohol Waiver/Chapter 77/Running of the Goat
Appointment/Board of Elections/Annual Election & Police Borrowing Special Election
Funding Authorization/Manhole Sealing/Sewer Capital Reserves
Authorization/Execution/DNREC Grant Agreement/Mill Street Sewer Rerouting *
Introduction/Ordinance 2020-04/Chapter 230-Zoning/Sign Regulations
Introduction/Ordinance 2020-05/Hickory Glen Final Major Subdivision
Introduction/Ordinance 2020-06/Milford Ponds Revised Use for a Planned Unit Development (Entire Project)
Introduction/Ordinance 2020-10/Milford Ponds Revised Preliminary Major Subdivision (Phase II)
Introduction/Ordinance 2020-11/Milford Ponds Preliminary Major Subdivision (Phase III)
Introduction/Ordinance 2020-07/Mispillion Realty LLC/522 NW Front St/Change of Zone from R2 to C1
Introduction/Ordinance 2020-08/First Baptist Church of Milford/6044 Old Shawnee Rd/Annexation and Change of Zone from MR to R1
Introduction/Ordinance 2020-09/Personnel Code/Chapter 55/Tuition Reimbursement Policy

Adjournment

All items on the Council Meeting Agenda are subject to a potential vote.

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.

℗ *Public Comment, up to three minutes per person, will be accepted.*

012120 021020 021320 021820 021920 022020 022720 030520 (removal of unneeded Executive Session) *030620 Addition per Interim City Manager

THE CITY of Milford DELAWARE

Please join us in celebrating

Milford LEAD360 participants

Multiplying Good, formally the Jefferson Awards Foundation, and Mayor Campbell invite you to a celebration of service and the selection of the Mayor's Top Project.

Recipients include:

Harrington Sunshine 4-H Club
Noah Gardner-Bowler
Milford Central Academy JDG
W.T. Chipman Middle School JDG
Create 2Learn & 2Lead 4-H Club
Rachel Taylor
Arlene Coseglia

Monday, March 9, 2020

6:30pm

Milford City Council Chambers
201 S. Walnut Street
Milford, DE 19963

Please RSVP with the number of individuals attending to delaware@multiplyinggood.org by March 2nd.

MULTIPLYINGGOOD
THE POWER OF SERVICE TO OTHERS

LEAD 360

City of Milford Awards Ceremony

Monday, March 9, 2020

THE CITY of Milford DELAWARE

MULTIPLYING GOOD

THE POWER OF SERVICE TO OTHERS

JEFFERSON AWARDS

MULTIPLYINGGOOD

THE POWER OF SERVICE TO OTHERS

We believe individuals are transformed through service to others. Applying service as a tool for personal growth, we help people discover their ability to bring about positive change, deliver the skills they need to do it well, and, by validating their impact, inspire them to do more. We've proven this continuum of activation, training, and recognition generates ripples of good.







LEAD 360

MULTIPLYING GOOD
THE POWER OF SERVICE TO OTHERS

LEAD360 is an initiative of Multiplying Good

- One of the largest youth service contests in America
- Taps into the energy and idealism of young people
- Encourages them to share their stories of service with millions

Phase One:

LEAD360 makes service easy-to-do, fun and accessible by seeking outstanding youth projects and replicating the best statewide. We then celebrate those who activate the most. LEAD360 starts with a contest for young people to submit their projects to solve problems they are most passionate about. We look for any type of service-big or small

Phase Two:

After a winner is selected, Multiplying Good activates the winning idea across the state through our constituents and partners. Participants share their impact on our online platform, and those who activate the most throughout the year win Jefferson Awards!

LEAD 360

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To date Delaware LEAD360 has seen:

- **1,114** projects and big ideas
- Engaged over **237K** individuals in community service
- Over **1.1M** hours of community service
- Generated over **$29M** worth of impact in Delaware







LEAD 360

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This year we had 7 mayors in Delaware commit to host and promote LEAD360 in their communities.

City of Dover: Mayor Robin Christiansen

Town of Georgetown: Mayor Bill West

City of Lewes: Mayor Ted Becker

City of Milford: Mayor Archie Campbell

City of Newark: Mayor Polly Sierer

City of Seaford: Mayor David Genshaw

City of Wilmington: Mayor Mike Purzycki

LEAD 360

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State of Delaware

Phase 2 Manna Bags Results

18 Activations

1,371 Manna Bags





$13,710 value



LEAD 360

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Thank you to everyone who participated in activating Manna Bags!

Bank of America
Barclays
Duffield Associates- Dover
Teen Warehouse
Michele Fidance
Early College High School
Delaware 4-H Jr Council
UD Parking Services
Delaware Union & Multiplying Good
William Penn High

Duffield Associates- Wilmington
Jobs for Delaware Graduates- New Castle County Specialists
Wilmington University Student United Way
Jobs for Delaware Graduates- Kent/Sussex Specialists
UD Residence Halls- Smyth, Lane, & Thompson
Jobs for Delaware Graduates- Middle School Specialists
MOT Charter School- 2nd Grade
Newark High School- JDG, NHS, & Key Club

LEAD 360

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Congratulations
Manna Bags Activation Winners!



Bank of America

230 Manna Bags
$2,300 Financial Value



Delaware 4-H

147 Manna Bags
$1,470 Financial Value



Early College High School

103 Manna Bags
$1,030 Financial Value

LEAD 360

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Milford

Phase 1 Results

18 Projects

136 Volunteers

928 Volunteer Hours

4,755 Lives Impacted

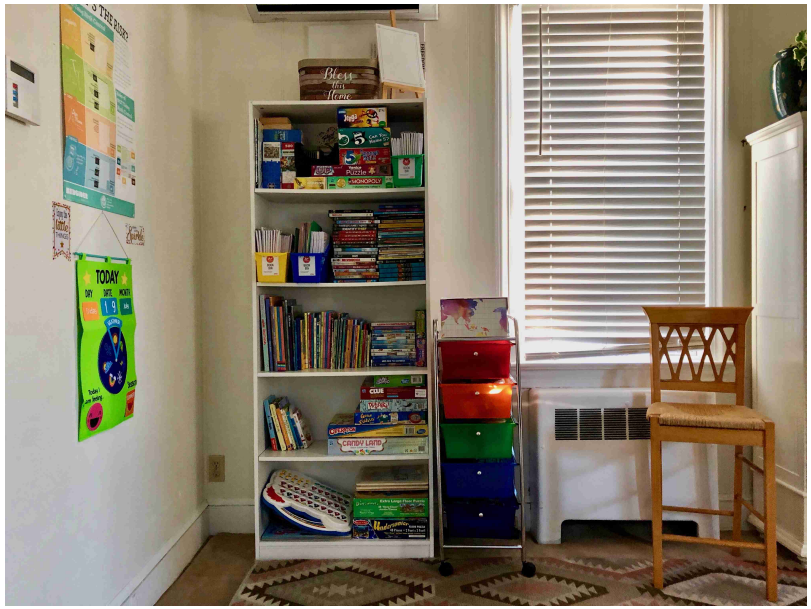
Over **$23K** of Financial Impact in Milford

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Noah Gardner-Bowler

Mommy & Me
Learning Resource Center





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Milford Central Academy
Jobs for Delaware Graduates
Nor-Enterprise Turkey Drive



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W.T. Chipman Middle School
Jobs for Delaware Graduates

Morton Meadow
Invasive Plant Removal
& Cleanup



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Harrington Sunshine 4-H Club
Hospital Care Packets





Arlene Coseglia

- Military Children's Christmas Party
- Kids in Touch with Kids Sponsorship Program
- Operation Military Baby
- Delaware Food Bank Backpack Program
- ARC Volunteer



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Rachel Taylor
Community Garden







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Mayor's Top Project:
Create 2Learn & 2Lead 4-H Club





- Trim-a-Tree
- Operation Christmas Child
- Holiday Meal Blessing boxes
- Fur-baby Blessing Boxes
- Go Bags - Code Purple Project
- Christmas Sacks – Code Purple Shelter
- Holiday Cards for DE Veterans
- Milford Food Pantry donations

LEAD 360

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State of Delaware

Phase 1 Results

278 Projects

7,478 Volunteers

169,597 Volunteer Hours

107,126 Lives Impacted

Over $4.3M Financial Impact

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Tuesday, April 28, 2020
6pm
Soda House at Hagley Museum
Wilmington

The 2020 Delaware Top Project will be announced at Delaware Salute to Service.

Throughout 2020 we will track the collective impact of this project across the state of Delaware.

We invite individuals, organizations, schools, companies, and communities to participate in LEAD360 through our new project when it is announced. Jefferson Awards will be given to those who make the biggest impact in Delaware.

LEAD 360

City of Milford

Awards Ceremony

Thank you to all of our participants, families, parents for supporting youth service.

MULTIPLYING GOOD

THE POWER OF SERVICE TO OTHERS

MILFORD CITY COUNCIL
MINUTES OF MEETING
January 27, 2020

The City Council of the City of Milford met in Workshop Session on Monday, January 27, 2020 in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware at 6:32 p.m.

PRESIDING: Mayor Arthur Campbell

IN ATTENDANCE: Councilpersons Daniel Marabello, Mike Boyle, Lisa Ingram Peel, Todd Culotta, Owen Brooks Jr., Douglas Morrow, Jason James Sr. and Katrina Wilson

STAFF: Interim City Manager Mark Whitfield, Police Chief Kenneth Brown and Deputy City Clerk Christine Crouch

COUNSEL: Solicitor David Rutt, Esquire

Quarterly Update/Downtown Milford, Inc.

DMI President Peggy Reilly introduced Executive Director Trish Gerken.

Executive Director Gerken provided the following report, followed by some highlights:

OPERATIONS/PROGRAMS/SERVICE

Board Updates:
- Denise Rivera and Sher Valenzuela resigned from the board
- Joe Phillips, owner of Causey Mansion, and Craig de Mariana Aleman, Esq. owner of Aleman
- Fitzgerald Properties, LLC were unanimously voted to fill vacant positions until their terms are up.

Organization Committee (open):
- Chairperson was asked to resign – the chair is temporarily being filled by Board President Peg Reilly
- Volunteer Appreciation held on November 14, 2019

Promotions Committee (Nina Pletcher):
- 4th quarter events include: Santa House and Holiday Stroll
- DE Turf Button Promotion continues
- Looking for new Committee Chair

Economic Development Committee (Sher Valenzuela):
- Sher Valenzuela has volunteered to chair the committee with David Pickrell co-chair, many thanks to Walt Hepford for his time and dedication to the committee
- Building Inventory conducted monthly
- Focus on creating a public/private partnership with DNS to create outdoor recreational activities to increase foot traffic to downtown
- Team Vinyard received a $12K grant from USDA and continues to:
    - Build partnership with Delaware Nature Society (DNS)
    - Find options for the Spoon Factory
    - Find pathway through Lofland property for continuous Riverwalk
    - Fundraise
    - Trying to get Bond Bill funding to help with purchase costs
    - Met with Governor Carney, Sec. Bullock, Rep. Shupe, Wilson, Postles, among other local government officials to tour and discuss the Shipyard

Design Committee (Joey Phillips):
- Awarded 2 sign, façade, and awning grants
- Awarded 1 Five for free paint matching program

- Winter wreath fundraiser – raised $643.50 for Milford in Bloom
- Collected and installed winter greenery for hay baskets
- Working with Parks and Rec for potential rain garden locations

PERFORMANCE INDICATORS

- Santa House: 2,396 visitors + 26 dogs and 1 horse
- Holiday Stroll: Estimated 2500 visitors
- Riverwalk Farmer's Market:
  - 10/5/19 (Customer Appreciation – 297 visitors, $5,511.00 sales
  - 11/23/19 (Fall Market) – 383 visitors $6,376.00
  - **Total sales:** $11,887, **Total visitors:** 680

VOLUNTEERS

- 4th Quarter logged volunteer hours: 1,059.5
- Continuing use of signup.com to recruit and retain volunteers

CITY FUNDING

CURRENT QUARTER		YEAR-TO-DATE	
ITEM	AMOUNT	ITEM	AMOUNT
Salary Director	$16,876.53	Salary Director	$44,807.42
Administrative Assistant	$30.00	Administrative Assistant	$3,557.27
Phone/Internet	$612.54	Phone/Internet	$2,203.26
PO Box Rental	$0.00	PO Box Rental	$106.00
Utilities	$2,382.41	Utilities	$4,831.39
TOTAL:	$19,901.48	TOTAL:	$55,605.34

UPCOMING EVENTS

-3rd Thursdays ongoing
- Pub Crawl – Saturday, March 14
- Irish Dance & Music Concert – Sunday, March 15
-April 4th Citywide Community Clean-up (with Parks and Rec, City of Milford, Chamber of Commerce)

Quarterly Update/Milford Museum

The following report was presented by Director Claudia Leister, who also provided some highlights:

OPERATIONS/PROGRAMS/SERVICES

- *Presentations:* 0
- Two attempted break-ins in early December. Installed security cameras and signage at front and back doors.
- Lulu the Ladybug has been installed on the front landing. She has been very well received by locals and visitors.
- The Museum used for an interview of Dr. Reba Hollingsworth, 2018 Delaware Women's Hall of Fame Inductee, for a Department of Archives documentary.
- Director: Began working on collections inventory at Parson Thorne Mansion for tours taking place there the first Saturday of May thru October; Assisted Chamber of Commerce with Taste of Milford event; Created a map and story regarding Milford Shipbuilding and Shipbuilders as part of the Vinyard Shipyard Task Force.

PERFORMANCE INDICATORS

- Museum Visitation: September 154; October 165; November 125; December 310
- A total of 144 new items have been added during 2019.
- *Milford Art League Big Draw* Attendees 0

- *Holiday Stroll* Attendees 185 **275 in 2018 and 450 in 2017; Director believes this decrease is due to carriages not starting at City Hall, no music at Jesus Love Temple, Causey Mansion not open.*
- Current membership 242

VOLUNTEERS

- In addition to Board Members and spouses (11), 10 volunteers
- Three new Board members: Kevin Mullican (Architect and new resident), Steve Curtis (former buildings manager for the State Division of Historical & Cultural Affairs), and Kelly Sylvester (Shore United Bank Branch Manager).
- Nicole Rogers is volunteering one day a week to work Archival collections. She is a part-time Docent for the State Division of Historical & Cultural Affairs.

CITY FUNDING $30,500

CURRENT QUARTER (Oct, Nov, Dec)			Year-to-Date	Calendar
ITEM	AMOUNT		ITEM	AMOUNT
Payroll	$11,089.60		Payroll	$44,387.74
Utilities	$3,655.39		Utilities	$9,192.85
TOTAL:	$14,744.99		TOTAL:	$53,580.59

UPCOMING EVENTS

Kentucky Derby Party, 05/02/20
Ice Cream Social, 0
Hippifest, 08/22/20

As noted, Director Leister continues to work with the Milford Historical Society and the Parson Thorne Mansion. Her concern is the lack of hours Parson Thorne is available and is actually only open two days of the year for their antique show on the first Saturday in May and October.

She is working to get docents trained to allow the house to be open the first Saturday of each month for six months from May through October.

Ms. Leister also learned they did not have an inventory of their collections and have since taken upon herself collection management.

She is also a member of the Vinyard Task Force and has been working to create a map of Milford which will include the locations of the shipyards. In doing so, she has learned there were thirteen shipyards on the south side of the Mispillion River as early as 1761.

They also believe the Vinyard Shipyard is the only existing 19th Century in existence in the entire United States.

Quarterly Update/Milford Public Library

On behalf of the library, Director Kay Hudson provided the following information:

OPERATIONS/PROGRAMS/SERVICES

Christmas Tree Extravaganza raised $3,000.00 which was given to an elderly couple with medical issues who are raising their child with disabilities.

PERFORMANCE INDICATORS

September-December Visitors 46,308
New Members 331
Computer Users 3,826
Outside Use of Meeting Rooms 177

VOLUNTEERS
Library Volunteers: 200 hours Library Friends: 1,000 hours
Friends of the Library: Holiday Boutique and Book Sale

CITY FUNDING

CURRENT QUARTER *(Oct-Dec)*		**FISCAL YEAR TO DATE (July 1-present)**	
Item	**Amount**	Item	**Amount**
Safety Officer	$3405	Safety Officer	$3405
Bilingual Staff	$3598	Bilingual Staff	$3598
Self-Checkout	$2819	Self-Checkout	$2819
Children's 1000 Books Program	$600	Children's 1000 Book Program	$600
		Teen Center	$2000
		Film on Windows	$870
		Adult Programing	$1000
		Summer Reading	$595
TOTAL:	**$10422**	**TOTAL**	**$10,887**

UPCOMING EVENTS
Children: Story times, Life Size Candyland, Friday Flicks, Minecraft, Knit and Crochet
Teen: Art and Crochet Club, TinkerCad, STEM, Movie Nights, Chess and Checkers Club, Virtual Reality, Robotics
Adults: Know 10 Signs of Alzheimer's' s, Movie Nights, Book Clubs, Cyber Awareness Health Class, Paint Night, Create Your Own Sea Glass Necklace

Ms. Hudson then spoke about the number of activities offered to our citizens and how the library has become more of a community center. She talked about the Christmas Tree Extravaganza. The trees are decorated by businesses, organizations, and groups and donations accepted for the favorite tree. This project raised $3,000, which in turn, was given to a needy family in the area.

She also talked about the various services offered including computer assistance, adult, teen and children programs, along with a new program entitled Music and Memory for Alzheimer's patients.

Other services offered are tax preparation, art, movie night, life-size Candyland, Friday flicks, Minecraft, knit and crocheting, TinkerCad, STEM, chess and checkers, virtual reality, AARP tax preparation, Census training, Blood Bank, in addition to hosting events such as Seasons Hospice.

Quarterly Update/Carlisle Fire Company

The following written report was submitted:

Last quarter the Carlisle Fire Company, Inc. responded to a total of 152 fire calls and 829 Ambulance calls:

Fire Calls		Ambulance Calls	
October	61	October	279
November	46	November	250
December	45	December	300

President Marvin Sharp reported that Carlisle Fire Company continues to stay extremely busy and responded in excess of 3,200 ambulance calls last year, and alarms were down by 17.

He also reminded Council they are still awaiting the $100,000 promised last year. Deputy City Clerk was directed to follow-up with the Finance Department.

Solicitor Rutt shared that his recollection is that last year's payment was made; however, no payment has been made this year because the agreement is still pending. President Sharp stated that is not an agreement, but a dictatorship.

Solicitor Rutt said he has worked with Carlisle (Duane Fox) and their attorney and met on numerous occasions. The City was waiting for the signed agreement, though there has not been any communication since September.

President Sharp said he was unaware of that though the original part was totally unacceptable.

Solicitor Rutt then explained the process.

President Sharp apologized, stating he will follow up.

He then recalled that originally Carlisle always received $165,000 and in 2007 or 2008, City Manager Carmean contacted President Sharp there was a shortfall in the budget. City Manager Carmean asked if the Fire Company would take a $15,000 cut to help balance the budget. Mr. Sharp agreed and Mr. Carmean said he would get that difference back as quick as possible. However, that never happened.

Since then, they went from $140,000 to $100,000, which resulted in a $40,000 deduction for no apparent reason. Their budget of $1.3 plus million, that amount does not sound like much, but does have a chunk that needs to be made up.

In addition, Finance Committee Chairman Steve Ellingsworth is a penny pincher and very frugal and knows what he is doing.

Regardless, Mr. Sharp will check on the 2019 and humbly apologizes.

There being no further business, the Workshop concluded at 6:55 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Transcriber

MILFORD CITY COUNCIL
MINUTES OF MEETING
January 27, 2020

A Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Monday, January 27, 2020.

PRESIDING: Mayor Archie Campbell

IN ATTENDANCE: Councilpersons Daniel Marabello, Mike Boyle, Lisa Peel, Todd Culotta, Owen Brooks Jr., Douglas Morrow, Jason James Sr. and Katrina Wilson

STAFF: Interim City Manager Mark Whitfield, Police Chief Kenneth Brown and Deputy City Clerk Christine Crouch

COUNSEL: Solicitor David Rutt, Esquire

CALL TO ORDER

Mayor Campbell called the Council meeting to order at 7:03 p.m.

INVOCATION AND PLEDGE

The Pledge of Allegiance, followed the invocation was given by Councilmember Wilson.

RECOGNITION

Parks & Recreation Department/Check Presentation from Chamber of Commerce for Greater Milford

Riverwalk Freedom Festival Chairperson Angela Dorey, along with Executive Director Jo Schmeiser and Ruth Abbott of the Greater Milford Chamber of Commerce presented Parks and Recreation Director Brad Dennehy with a check for $3,500 for his department assisting with the Riverwalk Freedom Festival.

PUBLIC HEARINGS

Ordinance 2019-30
Milford Marina Enterprises LLC for a Conditional Use for a Planned Unit Development and a Preliminary Major Subdivision on 40.35 +/- acres in R3 (Garden Apartment and Townhouse) and C3 (Highway Commercial) Zoning Districts. Property is located on the south of Cedar Beach Road, east of Beaver Dam Road and west of State Route 1, Milford, Delaware. Present Use: Vacant Land; Proposed Use: 101 Single Family units and 30 Townhouse units for a total of 131-unit subdivision to be known as Knight Crossing. Tax Map 3-30-7.00-035.00, 036.00 & 037.00 (portions)

Planning Director Rob Pierce announced that this application has been postponed and will be heard at the February 24, 2020 Council meeting, at the request of the applicant.

Ordinance 2019-41
Change of Zone/Lands Belonging to Coranado Treasures LTD/
1017 S DuPont Blvd, Milford, DE 19963
2.84 +/- Acres/Current Zone OB1/Proposed Zone C3/Tax Map 1-30-3.19-013.00

Planning Director Rob Pierce reported that the applicant proposes to change the zoning designation of the above referenced parcel from OB-1 (Office Building) to C-3 (Highway Commercial).

The Change of Zone request is consistent with the 2018 Comprehensive Plan Future Land Use maps. The Future Land Use designation for the property is Commercial, for which C-3 (Highway Commercial) is a suitable zoning designation.

The Comprehensive Plan desires that Highway Commercial zones should be located along major transportation routes, including DE 1, US 113, Route 14 and Business 1.

Any proposed use would be subject to the City Code, specifically the use and area regulations adopted at the time of application.

According to Chapter 230, the purpose of the C-3 category is to provide for larger-scale commercial uses that may require large amounts of parking space or have a high traffic impact. These uses generally require locations on major arterial routes and serve both local and regional customers.

US 113/South Dupont Boulevard is a State maintained roadway and considered a principal arterial road according to DelDOT's functional classification map. Site access and entrance improvements would be reviewed and approved by DelDOT as part of the site plan approval process.

The Council packet includes a staff report outlining the request and shows the location of the property in relation to the other adjacent zones. This section of US 113 contains a mixture of commercial, residential and office type uses. The property to the north is zoned R-1 (Single-family Residential District) and contains a single-family detached dwelling. The property to the south is zoned R-1 (Single-family Residential) and contains a single-family detached dwelling. The property to the east is zoned R-3 (Garden Apartment and Townhouse District) and will contain future townhouses within the Simpsons Crossing Planned Unit Development. The property to the west, across US Route 113, are zoned R-3 (Garden Apartment and Townhouse District) and are part of the Cypress Hall Residential Planned Unit Development.

The packet also contains a survey of the property and the future land use exhibit, along with a table from the Comprehensive Plan confirming C-3 is a suitable zoning designation. All the permitted and conditional uses permitted in the C-3 are also included.

The applicant does not currently have a planned use, according to Mr. Pierce, and will market the land as commercial land with the approved change of zone.

The public notice was advertised in the Milford Beacon on November 26, 2019 and all property owners with properties within 200 feet were mailed copies.

Mr. Pierce did receive an email from a neighboring property owner that is in opposition to the proposed change of zone stating as follows:

Dear Council Members:

I am writing about the proposed zoning change and the land at 1017 South DuPont Boulevard from the current zone of OB1 to the proposed zone of C3, an item on the agenda of the January 27 City Council meeting.

My brother and I are co-owners of the neighboring property to the south at 1019 South DuPont Boulevard. Our land and house were purchased by our parents a little more than 70 years ago. As a next-door neighbor to 1017 South DuPont Boulevard, I strongly oppose the proposed change of zone to C3. The change of zoning to allow a commercial use on this neighboring property will significantly affect our land and house and not in a good way.

Currently, our neighbors to both the north and south along the east side of South DuPont Boulevard are primarily single-family homes, like ours. Other nearby neighbors to the north - - a church and an insurance office - - are not out of place or disruptive to the neighborhood. But a commercial use on our neighboring lot will begin to change our neighborhood forever. Instead of traffic passing by our house on DuPont Blvd, as happens now, a commercial use on the neighboring lot will result in cars and trucks braking and turning from a busy highway in front of our house, where traffic now moves by at high speed. Noise, trash, annoying artificial light, signage, a parking lot, a business with evening hours - - this can all be a result of a commercial use on our neighboring property, completely out of character for our current row of residential homes along South DuPont Boulevard.

I ask that the City Council not approve this proposed zoning change and not change the character of our residential neighborhood by adding a commercial property - - a property which has single family homes on either side. The current zoning which allows an office use of the property is appropriate and not disruptive for residential neighbors. The nearby commercial area with the Redner's store offers commercial space for development in our neighborhood with plenty of parking space. Don't begin to change the residential properties along South DuPont Boulevard into a highway commercial strip.

Unfortunately, I did not learn about the proposed zoning change prior to the December 17th Planning Commission hearing, and I was not able to submit a comment for that meeting. I regret that I am not able to attend the City Council meeting on January 27th, but I hope that the Council members will seriously consider this request from a next-door neighbor to 1017 South DuPont Boulevard, and the enormous and potentially harmful effect which this proposed zoning change can have on my property and house, and on the other homes in our neighborhood.

Robert Briggs
1019 South DuPont Blvd
Milford, DE 19963

Mr. Pierce added that the Planning Commission recommended approval of the Change of Zone application at its December 17th meeting upon unanimous vote. No one was there to speak either for or against the application, other than the applicant's representatives.

It was confirmed that all residents were notified and this is the only response received.

When asked if this is the same area that was previously addressed during a public hearing in which many residents attended and voiced their concerns, Mr. Pierce explained this is approximately 3,500 feet south of the Seabury Avenue Intersection which is where the last change of zone application was. He confirmed this is on the same side of Route 113, but approximately ½ mile south and closer to Milford Ponds.

Councilmember Peel asked if both sides of this parcel are surrounded by residential, Mr. Pierce explained there is a church and insurance business in the area as well.

Councilmember Culotta said this area is not just residential and asked the zoning of those businesses; Mr. Pierce said they are still zoned residential though this property is zoned OB1. He reiterated that the Comprehensive Plan did designate the area as a transitioning commercial corridor and gave property owners the opportunity to seek a change of zone. It was the intent to put highway commercial on the arterial roads.

When asked the location, Councilmember Culotta confirmed this parcel is in front of Milford Ponds.

Mr. Pierce then referred to the map stating that Milford Ponds is on the southern part of the map, Redners and Seabury Avenue, the site of the two billboards. This site is just south of the billboard on the east side of Route 113.

Councilmember Marabello asked what is on either side of the property, north and south; Mr. Pierce responded there is one single family home on either side. The property to the east is the proposed Simpson Crossing Subdivision that will contain townhouses abutting this parcel.

Mr. Pierce also believes this lot is seven lots south of the State Farm parcel, which is directly across from the billboards. Everything between is zoned residential though one parcel contains a church.

It was confirmed that Simpson Crossing is to the rear of this property and varying types of residential uses.

Mr. Pierce then provided the future land use exhibit from the City's Comprehensive Plan. He noted that the red shows commercial future land use and the hatching was a transition designation that got the City out of having to rezone the properties within 18 months of the Comp Plan adoption. Instead, it allows the owners to request commercial zoning along the corridor.

Councilmember Peel asked if Mr. Pierce is encouraging the current residents with residential properties to convert their zoning to commercial and move from the area; Mr. Pierce explained that we are not encouraging that, but if someone purchased a couple of homes, they could transition a larger area into a commercial setting.

Councilmember Boyle asked if this does not artificially inflate the cost of the property by changing the zoning, noting that it is already commercial property. Councilmember Culotta said the people that own it may want to sell it and take advantage of the commercial zone.

When asked about the comp plan, Mr. Pierce said if Council does not want to rezone this parcel to one of the seven categories, the comp plan will need to be amended to be compliant in this area. Councilmember Culotta asked if Council does not follow the comp plan, is it putting the City at risk; Solicitor Rutt explained the comp plan and the map have the effect of law and almost a statute. The comp plan has been designated by City Council as future commercial. He continued by stating that the people who live there, can continue to happen and nothing is going to happen. However, in the future, if someone comes along and wants to purchase some of those parcels, they would have the opportunity to ask for a change of zone to one of the seven commercial designations.

Councilmember Peel asked the time expectation for executing the comp plan and Mr. Pierce said there is a need to come into compliance within eighteen months. Placing a transition tag on this area provides longer than eighteen months and instead, more of a long term.

Councilmember Peel believes that when an area is seemingly residential and becoming more residential and Council continues to hear more and more complaints about speeding and people coming off the highway at Seabury Avenue as though it is an off ramp, there is already a lot of concern. There have been some intentional steps taken to help pedestrians and residents with these concerns.

Mr. Rutt then stated that Council is now talking about the merits of the application and the applicant has not yet been heard, in addition to the public. That information can then be taken under consideration and these issues raised at that point.

Mayor Campbell asked for the applicant to come forth. No one responded.

Mr. Pierce confirmed the applicant received copies of the public notice dates and times. He said that in the past, if the applicant is a no-show, it is put on the next agenda one time.

A discussion followed about the location of the commercial parcel in relation to the residential parcels. Councilman Culotta pointed out it is normal to have a residential development in one spot and the commercial accessible via the highway.

Solicitor Rutt stated that under the planning commission rules, if the applicant does not appear, they are put on the following agenda and are noticed they have to appear. If not, the application is automatically declined. To be consistent, he suggests postponing the application until the next public hearing and provide correspondence stating they are required to appear and if not, it will be denied.

Councilmember Boyle moved to postpone this hearing until the following meeting, and that the applicant be notified they are required to attend, seconded by Councilmember Wilson. Motion carried.

Ordinance 2019-42
Feebs Distilling Co on behalf of S & P Holdings LLC for a Conditional Use on 2.02 +/- acres for a craft distillery in an I-1 Zoning District. Property is located along the east side of McColley Street between Delaware Avenue and McCoy Street, addressed as 733 McColley Street., Milford, Delaware. Present use: Distillery Proposed Use: Same with retail sales. Tax Map: 3-30-11.09-015.00

Mr. Pierce reviewed the application stating the applicant is seeking a distillery with retail sales. The applicant has been operating since February 14, 2019, in a 12,500 square foot building located at 733 McColley Street. Chapter 230-

16(C)(4) states "craft distillery and microbrewery establishments" are considered a conditional use within the I-1 Limited Industrial zoning district and are subject to specific requirements outlined in the Zoning code.

The packet includes an evaluation based on the criteria found under Chapter 230-48 Conditional Uses and 230-16(C)(4) related to microbreweries and distilling facilities.

Also included in the packet is a minor renovation plan for outside the building to provide some customer parking and access to the building, which need to be approved by the building inspector.

No tasting room is proposed at this time nor outdoor seating. Things of that nature would need to be approved by the Planning Commission and City Council as an expansion of the application.

The application was reviewed by the Planning Commission at the December 17, 2019 meeting, who recommended approval of the conditional use by unanimous vote. The public notice was advertised in the Milford Beacon on November 27, 2019 and notices mailed to property owners of lands within 200 feet of the subject site.

Applicants Stacy Arnold of 5 Big Pond Drive, Milford and Eric Fiebelkorn of 191 Doctor Smith Road, Harrington were present.

Mr. Fiebelkorn explained there are three parking spots and one handicapped, which meets the City Code based on number of employees and square footage of retail space. The design will be similar to Arena's with the ability to open the garage door. All products are on display behind the bar which will allow for customers to have samples.

Ms. Arnold added that ultimately, they would like to expand, and allow outdoor seating, which would require additional permitting through the State of Delaware OABCC. Once that was obtained, they would come back to the City to acquire further approval from the City.

The couple does all the work themselves nights and weekends, using paychecks from day jobs to support the fledgling brewery. They confirmed it is in a ready position and are anxious to get started.

Councilman Culotta pointed out there is another distillery in Milford that is creating a product that is being sold in other establishments as well. Ms. Arnold confirmed they already have distribution and are an old' school distillery. They are getting fruits directly from Pfeiffer's Orchard and the grain comes from Laurel. They are the fifth distillery in the State of Delaware.

They are doing a local product and getting into six local establishments.

Single bottles of 375 or 750 ml can be purchased. ABC has authorized on and off-premise consumption. Samples are permitted for a fee.

Mayor Campbell then opened the floor to public comment. No one spoke for or against the application. The floor was closed.

Councilmember Culotta moved to adopt Ordinance 2019-42, seconded by Councilmember Peel. Motion carried by the following unanimous roll call vote:

Marabello-yes based on the Planning Commissions' recommendation, in addition to having a good review the last time this was discussed. He does foresee a negative impact on the area.

Boyle-yes, the application is in accordance with the City of Milford's Code, Chapter 230-48 and 230-16.

Peel-yes, the use is appropriate for the area and she supports small business in the City.

Culotta-yes, this is a unique concept and another small business starting in Milford and has the ability to reach out side of Milford and he is excited for the new business.

Brooks-yes, for the reasons given.

Morrow-yes, for the reasons previously stated.

James-yes, this is an appropriate location for a business per the City's Comprehensive Plan which designated this area for an industrial use.

Wilson-yes based on the Planning Commission's recommendation and the City Planner's recommendation.

Ordinance 2020-01
TJA LLC for a Conditional Use to allow a billboard on 1.1 +/- acres in a C3 Zoning District. Property is located along the east side of Bay Road (US Route 113/SR1) approximately 225 feet north of the New Wharf Road intersection addressed as 466 Bay Road, Milford, Delaware 19963. Present use: Commercial/Retail; Proposed Use: Same with Billboard. Tax Map: MD-16-163.00-01-03.00

Ordinance 2020-02
TJA LLC for a Conditional Use to allow a billboard on 1.1 +/- acres in a C3 Zoning District. Property is located along the east side of Bay Road (US Route 113/SR1) approximately 400 feet north of the New Wharf Road intersection addressed as 466 Bay Road, Milford, Delaware 19963. Present use: Commercial/Retail; Proposed Use: Same with Billboard. Tax Map: MD-16-163.00-01-04.00

Planning Director Pierce reported the Conditional Use application for billboards was received on November 27, 2019, after the adoption of the Sign Code update on November 25, 2019 that effectively prohibited billboards within the City of Milford. The ordinance that adopted the sign code revision had an effective date of December 5, 2019 and staff proceeded with the processing of the application.

Solicitor Rutt noted that when this was reviewed by the Planning Commission, Planning Commission Chairman Marvin Sharp and he reviewed this. According to Mr. Rutt, these applications are not proper applications. He referenced a pending ordinance doctrine that states once a zoning ordinance is pending, with pending defined as either an ordinance that has been introduced to the City Council, or after City Council adopts a resolution. After that a contravention application of the ordinance that has been either pending, or has been introduced.

In this situation, the ordinance had already been adopted with the ten-day effective date, which means the public has a period of time in which they can bring themselves into compliance. Therefore, the City is not going to enforce an ordinance immediately. The fact the City had already adopted the sign ordinance on November 25, 2019, that prohibited any type of subsequent application in contravention of the ordinance. The sign ordinance prohibits billboards in this area.

Having reviewed the application, Solicitor Rutt said he spoke with the applicant's representative Ring Lardner, and it is his opinion that neither application (Ordinance 2020-01 and 2020-02) would be valid applications the City could adopt. If the process proceeded, anyone could come along and file to have the adoption or resolutions on the two ordinances invalidated.

As a result, it is Mr. Rutt's opinion that City Council should not hear either matter.

Councilman Culotta followed by stating it was his understanding the applicant was told they had the grace period to submit. Secondly, the ordinance was passed with the caveat there were two items in the ordinance that were subject to amendment, of which has not yet been addressed. This is one of those items.

Councilman Culotta said he is unaware of what was said in the Planning Commission meeting, but it was not made clear there is still a pending amendment, in relation to billboards that has yet to be determined. He is unsure and did not go to the meeting.

Solicitor Rutt said he understands, but the fact is the application, regardless, is not a valid application. There is a pending amendment that will go through the process and based on the amendment, it become a proper place to put a billboard of this nature, they can reapply.

Councilman Culotta reiterated that the City, whether it was Mr. Pierce or someone else, it was ok to submit the application under the old rules prior to going into effect on December 5, 2019 because it still fell under the old rules which allowed billboards. He said this was communicated to the applicant and if he is present, he can speak to that as well.

Solicitor Rutt responded stating that Councilman Culotta should not have been talking to the applicant about the application prior to the public hearing. Councilman Culotta said if people want to do things in Milford, they are going to talk with the Councilmembers even though they will not ask them to vote in a certain way. He asked how it is a problem to be approached by a resident or business that wants to do something and they discuss it with their Councilmember.

Solicitor Rutt explained that is a whole different question/issue. The fact of the matter is, this application is what is called 'void ab initio", which means it was void the minute it was filed because it was after the ordinance had been adopted. There is no reason to move forward with it.

Mr. Pierce explained that staff will refund the applicant's fees associated with the $700 conditional use, and they can use that if and when amendments are made to the billboard language in the sign code in a couple of months.

Mayor Campbell asked how long before the applicant can reapply; Solicitor Rutt clarified that once the ordinance amendment is effective, the applicant can reapply. He reiterated that Mr. Pierce had already indicated he would refund their application fee.

Someone was speaking from the audience (in distinguishable) which Solicitor Rutt responded by staying there is nothing that can be discussed and no action can be taken.

He also confirmed that no motions are needed because both applications are void.

Ordinance 2020-03
200 NW Front Street LLC on behalf of 200 Front Street LLC for a Final Major Subdivision of 0.63 +/- acres into an eight-unit subdivision consisting of eight townhouse units in an R3 Zoning District. Property is located along the north side of NW Front Street between N Church Street and West Street addressed as 106 North Church Street and 201, 205, 207, 209, and 211 NW Front Street, Milford, Delaware. Present Use: Vacant Land, Single Family, and Duplex; Proposed Use: Townhouses. Tax Map: MD-16-183.10-02-059.01; -077.00; -079.00; -080.00; -081.00; -082.00

Solicitor Rutt recused himself due to previously representing Applicants Dan Bond and John Ditomasso/200 Front Street LLC.

Mr. Pierce reported the following:

Approval from City Council was received on December 10, 2018. The applicant proposes to demolish two existing dwellings and consolidate the six parcels in order to subdivide the property into eight townhouse lots.

The application required several variance approvals from Chapter 230 which were approved by the Board of Adjustment on August 9, 2018 prior to their preliminary major subdivision authorization. A copy of the variance approval letter is included in the packet.

The applicant will discuss some of the revisions that have been made since the preliminary which would have resulted in less variances being requested, resulting in a better overall design.

Also included in the Council Packet, is DelDOT's letter of no objection, along with authorization letters from Kent Conservation District, State Fire Marshal Office, and the City Engineer for utilities and site improvements.

The application was reviewed by the Planning Commission at the January 21st meeting and recommended approval of the final major subdivision by unanimous vote.

The public notice was advertised in the Milford Beacon on December 26, 2019 and all property owners with properties within 200 feet were mailed copies.

Ring Lardner, PE of Davis, Bowen and Friedel, Milford Delaware, asked that Mr. Pierce's comments be included in the official record as part of his testimony.

He explained the plan is significantly different than what Council had seen approximately 15 months ago. He referenced the location of proposed entrance at that time. He also referenced a small parking lot on the map and a larger parking lot.

After further discussion with Mr. Bond and the architect, it was determined a better solution to provide rear access (referenced on map as concrete driveways) for seven of the eight parcels. The eighth parcel cannot have rear access considering its proximity to the neighbor's (Davis-Western) property. As a result, their designated parking was moved to an off-street parking area (referenced on the map).

Mr. Lardner confirmed this meets the 2.5 parking spaces per house, in addition to some overflow (as referenced on the map).

During a review of the utility process, Mr. Lardner explained the intent was to reuse most of the existing utilities along Route 14. After discussing this with City staff and considering some utility concerns regarding the transit pipe, some revisions were made 1) to move to the rear and connect on North Street and 2) reuse a couple existing services as part of the City's project to change out the transit pipe to PVC pipe, at which time normal services will be connected.

The two existing driveways on SR 14 will be removed to prevent access off that roadway, which provides safer entry/exit.

He noted that the Westerns are present this evening and informed Council that at the Planning Commission, they commented about the opportunity to park next to their home. Mr. Bond has committed to work with them during construction to make the ramp flush with the payment to allow better access.

The project meets the City Code and Mr. Bond is excited to get his newest project started, which is part of the Downtown Development District project and was awarded related grant funding.

Councilman James commented that research has been done to ensure the development on this property will not cause a drainage problem, in particular for the Western property. According to Mr. Lardner, the plan has made drainage much better. Referring to the map and the highest point of the property, he stated that everything will drain to SR and the parking lot is porous payment, which will recapture all the runoff from the parking lot and from the northern property, which will then infiltrate into the ground. In addition, there are a series of catch basins along the rear of the houses which will capture the runoff from the parking lot and the houses, that will connect to a drainage pipe on SR 14.

Mr. Lardner confirmed there will still be some slight drainage from the front of the house, but much better than what current exists today over top of the sidewalks.

Councilmember Wilson added that she is very pleased to know the developer is working with the neighbors and that this will enhance their access. Her concern from the beginning was the parking issue.

Mr. Lardner added this new plan is much better than the original design.

Councilman Culotta asked if there were a lot of changes considering this is a final approval, adding that this can be used as we refine our process to allow quicker development by eliminating this step.

Director Pierce feels that when it comes to subdivisions, more discussion is needed at the Planning Commission and City Council level. He recommends subdivisions come back for a final approval because of the many details that are worked

out in between. In addition, this design did change significantly since the original plan was submitted, which involved parking and driveways.

Even if he was able to approve it administratively, he would have brought the plan back for final approval because of the substantial design changes.

Inaudible conversation relating to previous conversation.

Mayor Campbell opened the floor to public comment.

Latricia Davis-Western of 104 North Church Avenue stated that whatever she says will not make any difference. However, she feels this is too many units in her opinion and in relation to her home.

Ms. Davis-Western said they had to agree to this, otherwise they were going to take their sidewalk way. That is why they had to trade with them and indicated by hand gestures the potential locations of the units.

She reiterated that is why they had to agree to give them a small portion of their property in order to get their sidewalk back, which she had never heard of before. She feels everyone needs a sidewalk to walk on.

Ms. Davis-Western concluded by stating that as long as there is a parking area they can use, and as long as they do not rent these units and instead sell them. She emphasized she does not want them rented because that will be a problem with the neighbors and she will keep an eye on them.

Councilmember Wilson asked if Ms. Davis-Western agrees this will enhance the neighborhood; Ms. Davis-Western stated that she is sure it will. She continued by explaining it is horrible in that area now.

Paul Western said his wife has lived in this home for forty years and they were married and he moved there approximately ten years ago.

He explained that they had a strange shaped property that extended into this development, which was approximately 5 x 15 feet. At one time, there was a building that was seized by neighbors and then a pipe was found that impinged on their property about five feet and took away their sidewalk. In addition, there was an old property line fence that agreed with another pipe. He did not feel like paying to have the whole block surveyed and to go into a legal bout with neighbors.

Mr. Western felt it was more beneficial to be used by them, and they wanted to keep their sidewalk, which is what Ms. Davis-Western was referring to.

In addition, Mr. Western previously had done some land surveying and he is always looking at elevations and noticed a pretty steady incline though he agrees the developers have been working on the runoff, though he is somewhat leery of water coming from the parking lot from the north to their side of the house which has eight-feet of ground between their foundation and the northern property line. He may feel more secure if the developer agreed to add a berm though he has not seen the recent plan.

Most recently, he reported there was a gully washer in which North Church Street could have easily carried a canoe without scraping bottom. Though not enough to wash cars away, there was several inches of rain on the street.

As he has stated before to City Council and the developer, Mr. Western pointed out it is the details that count. He will be keeping an eye on it, should there be a problem and certainly hopes this developer will correct any problem quickly should one occur.

When asked if any water damage was experienced during the gully washer, Mr. Western confirmed they did not have a problem though at that time, the impervious area north of them did not exist. He believes this will put their property at a higher risk. He concluded by stating that road handles a lot of water.

Mr. Western also recalled that though this seems like high-density, he noted there was always high density there over the past hundred or so years.

When asked about buffers, Mr. Pierce reported there is a planned fence around the rear portion of the project that will screen their house from the parking area.

Inaudible conversation occurring related to elevation and surveying.

Mr. Lardner was asked to address the run off, stating the contours do not do the plan justice. There is a reverse ridge line (inverted 'V") and no runoff is going onto his house and instead will stay on the parking lot which is porous pavement. The water will go into the pavement, to a gravel bed and into the ground. The drainage area captured is everything above it that goes there now. They have accounted for that in the calculations and Kent County drainage has reviewed the calculations and approved the plan recognizing the drainage issues will be handled on site.

Councilman Marabello moved to adopt Ordinance 2020-03 on behalf of 200 NW Front Street LLC for a Final Major Subdivision of 0.63 +/- acres into an eight-unit subdivision consisting of eight townhouse units in an R3 Zoning District, seconded by Councilmember James, which carried by the following 8-0 roll call vote:

Marabello-yes because the applicant has fulfilled their obligations and it will enhance that area on SR 14 and new, nicer housing is needed.
Boyle-yes, the application is consistent with Chapter 230 Zoning and Chapter 200 Subdivision and he agrees it will enhance the streetscape of the City and is a compliment to the people involved. He has been following it and has observed a lot of coordination, a lot of working with the neighborhood and compromise to achieve a nice product and one that will function well for the City.
Peel-yes, based on the reasons already stated and the fact that it is an enhancement to the City.
Culotta-yes and he is excited about the new development, especially because it is a very visible part of town when coming into the downtown area of Milford, which will be very valuable to the development in downtown and bringing more residents there. He appreciates the comments the neighbors made and appreciates them feeling encroached up or built around, but he does think this project has been a very good one of everyone working together, and not just that spot, but what it will do for the overall town downtown. He wants to thank Dan Bond for everything he does for Milford period, but this is another big improvement.
Brooks-yes, it is an improvement that is needed.
Morrow-yes based on all the other comments.
James-yes, it definitely will be an enhancement to one of the corridors into our City and there is a lot of traffic that uses SR 14. That area has deteriorated over time and this will be a definite enhancement and a good opportunity for home ownership to some residents with very nice housing. He thinks it will enhance the value of the properties that surround this area.
Wilson-yes, based on the need for housing and a lot of those individuals that live in Milford that want to go to the next level of becoming a homeowner. This is a perfect opportunity and she believes it will be a good project. She, also appreciates Mr. Bond and his effort of always trying to make our City better.

COMMUNICATIONS & CORRESPONDENCE

Mayor Campbell reviewed the related correspondence in the packet.

Councilman James announced that Mayor Campbell was recently reinstated as a member of the Delaware League of Local Government Executive Committee.

Council Quorum Opinion

Solicitor Rutt recalled that this question was posed to his law partner Everett Moore who attended the last meeting on Mr. Rutt's behalf.

Solicitor Rutt explained the real issue has to do with FOIA, quorum and perception. When a committee is seated, it has its own quorum, rules and procedures. If a Councilperson comes into the configuration, sits in their Council sheet,

potentially changes the quorum. Suddenly, the committee meeting is a council meeting because of the number of Councilmembers in attendance. It has the ability to create an assumption that a Council meeting is being held that has not been properly noticed. As a result, that is a violation of FOIA and specifically Section 100004(e)(2) of the statute, because it has not been noticed as a Council Meeting, which also requires a 7-day notice, etc.

When asked if this is a perception or actual violation, Solicitor Rutt said realistically it is both. Once the non-committee Councilmember sits down and joins in the conversation, creates a problem with the manner in which the meeting was posted, etc.

Councilman Brooks said he was always told Council could come in and sit down, but could not participate or vote.

Solicitor Rutt said there is not a specific Attorney General decision on this matter, but there is a Superior Court decision that states Council should not engage in any conduct that raises a suspicion to the public that it is engaging in conduct that violates the public trust.

As a result, it is Solicitor Rutt's recommendation, that non-committee Councilmembers that enter the Council Chambers, should sit in the public area and not comment on the matter(s) being discussed. However, it would be more appropriate Council did not enter the chambers until the committee meeting has concluded. But at a minimum, Councilmembers should not sit in their designated seat until the committee meeting concludes.

Councilmember James noted that the Council page on the City website almost encourages this type of participation, and recommends that be changed.

Solicitor Rutt suggested that Mayor Campbell follow that procedure as well.

Councilmember Culotta said he has always attended the committee meetings and has commented though he has not voted. He asked if the policy can be changed to allow this; Solicitor Rutt said there are Council rules and procedures and he recommends adding this council conduct/participation prohibition to those rules.

Mr. Rutt explained there are more and more FOIA complaints all the time.

Councilmember Wilson noted that after the conclusion of the committee member, the regular Council meeting starts. She recommends that the Committee inform the full Council of what had occurred during the committee meeting. Mr. Rutt agreed, emphasizing that at that time, the non-committee members can then discuss the issue during the regular Council meeting.

Councilmember Wilson also recalled that the entire Council used to be encouraged to attend the Committee meetings.

Councilmember James then read from the City website which states:
"The Mayor and other Councilmembers are welcome to attend and participate in the meetings of any committee; however, only committee members shall be permitted to vote on those items before the committee".

He agrees that needs to be changed.

Councilmember Culotta said he is confused because that is what is permitted; Solicitor Rutt responded by stating that is incorrect and needs to be changed. Councilmember Brooks asked who approved that and Mr. Rutt said it must be changed.

Councilmember Culotta said the committee meeting are advertised seven days in advance, which is the same time the Council meetings are advertised.

Solicitor Rutt reiterated they are posted as committee meetings, not Council meetings. The agenda has to be specific.

Councilmember Boyle recommends the Interim City Manager, Solicitor and the City Clerk work together and create new language to address that in the Council procedures and on the website.

UNFINISHED BUSINESS

Acceptance/City of Milford Fiscal Year 2018-2019 Audit

Finance Committee Chairman James said he has met several times with Finance Staff Jeff Portmann and Sandra Peck. He explained that in addition to Council being charged with accepting the annual audit, but also charged with reviewing it. In addition, the City Clerk has reached out to other Finance Committee members if there were any questions concerning the audit.

Receiving none, and with the thorough review and changes to the statements after the year-end report this Council is receiving, all items have been examined and reexamined, and nothing came to his attention that would prevent Council from accepting the audit as is presented.

Finance Chair James moved the Annual Audit for Fiscal Year 2018-2019 be accepted, seconded by Councilmember Peel. Motion carried with no one opposed.

NEW BUSINESS

Alcohol Waiver/Chapter 77/Riverwalk Freedom Festival

Chamber of Commerce/Riverwalk Chairperson Angela Dorey presented the following information:

The Chamber of Commerce for Greater Milford is excited to host the 20th Anniversary Riverwalk "Freedom" Festival scheduled for Saturday, September 19, 2020. As we did in the past, we will hold the event all on one day, with the vendor and children's activities beginning at 9 am on Saturday, ending with fireworks after dark that evening. The enclosed area in Bi Centennial Park known as the Red, White and Brew Garden continues to be a hit. We are trying to plan something special for the anniversary in 2020 and we request your permission to host the Brew Garden in Bicentennial Park in advance, so that we can begin soliciting sponsorships and advertising once your permission is granted.

We will use the same layout that worked so well for the last three (3) years. We will have a fenced in area in a small section of the park with a view of the stage. We will be checking identifications and hand stamping those twenty-one (21) years old or older. This will allow them to purchase alcoholic beverages during the festival in the designated area only. As the Delaware Alcoholic Beverage Control regulations permit, the designated area will be family friendly, so all ages will be permitted to enter the area. We will have the entrance/exit clearly marked with eyelevel signage that no alcoholic beverages are permitted beyond the designated area. We will have crowd monitors to assure no one will leave the area with alcohol. We will have a portable restroom in the enclosed area, as well as multiple trash bins. We plan to have cornhole and food vendor(s) in the area as well. We will provide several open tents to provide shade, cover and in the evening the area will be well lit. All Delaware Alcoholic Beverage Control regulations regarding alcohol service, including obtaining a "Gathering License" will be observed and adhered to.

The Brew Garden would open at 12 noon on Saturday, September 19th and will close at 10:30 pm. All alcoholic beverage sales will end promptly at 10:00 pm. In the event of extreme severe weather such as hurricane, tropical storm, or nor'easter the entire festival reschedule date will be September 20, 2020, including but not limited to just the brew garden. We are requesting your approval to waive the restrictions against alcohol in the park from 11 am until 11 pm on this date (or the rain date).

Councilmember Culotta moved to authorize the Alcohol Waiver for the Riverwalk Freedom Festival, seconded by Councilmember Peel. Motion carried.

Adoption/Resolution 2020-07/First Baptist Church of Milford/Committee to Investigate Annexation Request

Planning Director Pierce asked that the request from First Baptist Church be forwarded to the Annexation Committee for further review.

Mayor Campbell opened the floor to public comment. No one responded.

Councilmember Peel moved to adopt Resolution 2020-07, seconded by Councilman James:

Annexation/Lands belonging to First Baptist Church of Milford Incorporated
6044 Old Shawnee Road, Milford, DE 19963
Tax Map 1-30-3.06-125.00
1.14 +/- Acres
Current Zone MR/Proposed Zone R-1

COMMITTEE DIRECTED TO INVESTIGATE ANNEXATION

Whereas, a Petition, signed by the legal property owners and duly witnessed, requesting annexation into the City of Milford, all that certain lot, piece or parcel of land situate in Cedar Creek Hundred, Sussex County State of Delaware, in
accordance with a recent survey prepared by R.B. Kemp, III, PLS 541, Adams Kemp Associates, Inc., Professional Land Surveyors, dated August 23, 2018, attached hereto as Exhibit A, more particularly described as follows, to wit:

BEGINNING for the same at a found iron pipe located at the southeast corner of the herein described property located at 6062 Old Shawnee Road, Tax Map 1-30-3.06 Parcel 125.00, Cedar Creek Hundred, Sussex County, State of Delaware. Point of beginning being located A) S 34° 30' 00" W a distance of 125.52' from Donovan Drive. Point of beginning also being the southwest corner of the land now or formerly of Lynn and Rachel Walsh (Deed Book 2330 page 251), and being in the Northerly line of Old Shawnee Road (Co. Rd. 619). Thence running and binding with said Old Shawnee Road (Co. Rd. 619), 1) S 34° 30' 00" W a distance of 173.39'; to a found concrete monument and to land now or
formerly of First Baptist Church of Milford (Deed Book 1068 page 263). Thence with same for the two following courses and distances, 2) N 56°25'05" W a distance of 286.01'; to a found concrete monument, thence 3) N 33° 40' 23" E a distance
of 172.33'; to a found concrete monument and to land now or formerly of William E. Tull Jr. (Deed Book 2864 Page 35).

Thence with same and land of aforesaid Walsh, 4) S 56° 37' 24" E a distance of 288.52'; to the point of beginning. CONTAINING 1.140 acres, more or less.

BEING the same lands conveyed to Steven Deeney and Dianne Deeney by deed from Steven Deeney dated September 30, 1994 recorded in the Office of the Recorder of Deeds in Deed Book 2010, Page 203, has been submitted to the City Council of the City of Milford.

Now, Therefore, a Committee, composed of three (3) elected members of City Council and one (1) member of the Planning Commission has been appointed by the Mayor to investigate the possibility of annexing the legally described property, said Committee to be comprised of Chair Owen Brooks, Councilmembers Daniel Marabello, Todd Culotta and Douglas Morrow, along with Planning Commission Chairman Marvin Sharp.

Be it Further Resolved, that said 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, as
well as a recommended zoning district for the property to be annexed.

Motion carried.

Adoption/Resolution 2020-08/Paynter & Joyce Lynch/Committee to Investigate De-Annexation Request

Planner Pierce explained this involves a de-annexation request which will be forward to the Annexation Committee for further review. It involves an approximate one-acre piece of land conveyed in 2001 from the City of Milford to Paynter

and Joyce Lynch, near the Veterans Home. They were told it would be de-annexed, but that action was never taken due to the referendum process needed at the time. However, with the recent Charter rules made, the process is much simpler and they are ready to proceed.

Mayor Campbell opened the floor for public comment. No one responded.

Mr. Pierce confirmed the parcel is unimproved and un-assessed. The deed shows it combined with the remainder of the Lynch property, though it is currently split by the City boundaries. Until it is formally out, the County will not reassign a new tax parcel and officially combine it.

Motion made by Councilmember Peel, seconded by Councilmember Wilson, to adopt Resolution 2020-08:

De-Annexation/Lands belonging to Paynter A. Lynch and Joyce E. Lynch
Canterbury Road, Milford, DE 19963
Tax Map MD-16-173.00-01-02.01
1.00 +/- Acres
Current Zone OC1/Proposed Zone AR

COMMITTEE DIRECTED TO INVESTIGATE DE-ANNEXATION OF CITY LANDS

Whereas, a Petition, signed by the legal property owners and duly witnessed, to de-annex or remove from the corporate limits of the City of Milford, that certain parcel of land, lying and being situate in the City of Milford, Kent County, and the State of Delaware, being depicted on a survey prepared by Davis, Bowen & Friedel, Incorporated, dated January 2001, attached hereto as Exhibit A, fronting on the southerly right-of-way line of Private Road No. 2, adjoining lands, now or formally of Brett Elliott, et ux, of Lot 10, other lands of Paynter A. Lynch, et ux and residual lands of the City of Milford, being more particularly described as follows:

BEGINNING at an iron rod and cap set on line for Lot 12 in the subdivision known as Hollywood Acres, as filed with the office of the Recorder of Deeds, at Dover, Delaware in Plot Book 4 at page 21, and being the southwesterly corner for lands of Brett Elliott, distance South 02 degrees 29 minutes 20 seconds West 15.22 feet from a concrete monument found on the southerly right-of-way line of the easterly terminus of Private Road No. 2; thence proceeding with said Elliott lands, and lands of the City of Milford South 87 degrees 04 minutes 10 seconds East 220.54 feet to a point; thence continuing with said City lands the following two (2) courses and distances: (1) South 02 degrees 49 minutes 41 seconds West, 197.76 feet; and (2) North 87 degrees 07 minutes 56 seconds West 221.36 feet to a point on the line for Lot 10 in the above referenced subdivision; thence finally, running with Lot 10 and Lot 12 North 03 degrees 03 minutes 55 seconds East 198.01 feet to the place of beginning.

CONTAINING 1.004 acres of land, more or less.
has been submitted to the City Council of the City of Milford.

Now, Therefore, a Committee, composed of three (3) elected members of City Council and one (1) member of the Planning Commission has been appointed by the Mayor to investigate the removal or de-annexation of the legally described property, said Committee to be comprised of Chair Owen Brooks, Councilmembers Daniel Marabello, Todd Culotta and Douglas Morrow, along with Planning Commission Chairman Marvin Sharp.

Be it Further Resolved, that said 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 removal or de-annexation, both to the City of Milford and to the territory proposed for de-annexation or removal from the corporate limits of the City of Milford, and shall contain the recommendation of the Committee whether or not to proceed with the proposed de-annexation.

Motion carried.

Adoption/Resolution 2020-09/Amending City Council Rules, Order of Business, and Procedures

Solicitor Rutt explained this resolution amends the City Council rules and procedures. Though it is scheduled for adoption, Council just discussed the Committee issue. Though he was not involved in the preparation of this resolution, he has several questions regarding FOIA, in addition to the need for some additional language changes.

He recommends to postpone action, so that the Interim City Manager, City Clerk and Councilmember Marabello can meet with him to review it.

Councilmember James moved to postpone action on Resolution 2020-09, to allow proper review and modification, seconded by Councilmember Wilson.

RESOLUTION 2020-09
Amending City Council Rules, Order of Business, and Procedures

WHEREAS, the government of the City may exercise any of its powers conferred by the Charter of the City of Milford and is vested in an elective body consisting of the Mayor and eight Councilpersons ("City Council"); and

WHEREAS, the Mayor and City Council has traditionally followed Robert's Rules of Order, with modifications, to provide structure for the conduct of business during its meetings; and

WHEREAS, Article IV, Section 4.08(b) of the Charter states that the City Council "shall determine its own rules and order of business"; and

WHEREAS, upon adoption, this Resolution replaces in its entirety Resolution 2018-01.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Milford, Delaware that the Rules, Order of Business, and Procedures hereto attached, as 'Exhibit A', are hereby adopted.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Seal of the City of Milford to be affixed this 27th day of January 2020.

Motion carried.

Acceptance/Parks & Recreation Advisory Board Recommendation/MOU with Delaware Nature Society for Riverwalk Activities

Parks and Recreation Director Brad Denney recalled the Vinyard Shipyard Task Force who presented to City Council in December 2019. They provided a presentation outlining a plan for establishing a partnership between the Delaware Nature Society and the City of Milford that would result in the establishment of a Mispillion Riverwalk Nature Center as a non-profit activity operating in downtown Milford.

The Task Force suggested a Memorandum of Understand (MOU) whereby the City would grant access to the Delaware Nature Society to offer recreational programming in town on the river. The MOU would establish each parties' roles though, to be clear, Mr. Dennehy emphasized the MOU does <u>not pertain to purchasing property</u>.

On January 15th, the Parks and Recreation Advisory Board met to discuss the merits of entering into a MOU and identify benefits, including the programming the Delaware Nature Society could bring to Milford and programs that Parks and Recreation is not currently offering, nor likely to offer. The Delaware Nature Society has a broad depth of talent both in paid staff and volunteers and has a proven track record in offering quality programs and organizing well run events. Potentially there could be some real gains to the children and citizens of Milford in terms of new activities based around the river.
The Board voted at that meeting to recommend the City enter into a MOU with Delaware Nature Society.

When asked if Mr. Dennehy recommends a private/public partnership, he clarified it will be a partnership with the Delaware Nature Society, who is a nonprofit and more public/public. Solicitor Rutt confirmed Delaware Nature Society would not be consider a private entity because it is a nonprofit.

Councilmember Wilson asked who would be responsible for obtaining grants, Mr. Dennehy said those details have not been worked out. What he sees immediately, is providing them access to the City facilities, such as the Riverwalk, kayak docks, education pavilion, Goal Island, etc. They would provide alternative programs that cannot be offered by Parks and Recreation.

He has experienced first-hand the programs they provide, which are often instructed by certified and retired biology/science teachers.

Councilman Morrow asked for assurance the MOU would be reviewed by our Solicitor first. Mr. Rutt pointed out that the memo prepared by Mr. Dennehy states that the MOU would establish each parties' roles, would be mutually beneficial, and be reviewed by legal counsel prior to Council consideration. He agrees clarification would be needed in regard to maintenance, equipment, etc.

Councilmember Boyle agrees and recommends that Delaware Nature Society come before Council and provide their vision, as his concern is liability, the use of facilities, what areas will be used, scheduling, etc., prior to entering into a formal authorization.

Mr. Whitfield also noted that Delaware Nature Society is going to first hear about this on Friday. Their board has not yet been apprised of this potential. Thereby, there is a need by both parties before this can be pursued, which is the reason Mr. Dennehy brought it before Council, though there is some interest from Parks and Recreation, though many details need to be worked out.

Acceptance/Parks & Recreation Advisory Board Recommendation/Grant Agreement ORPT 19-250T

Director Dennehy recalled that in May 2019, the City submitted a pre-application for a matching fund grant in the amount of $24,500 for design and of an extension of the Riverwalk between Memorial Park and the Chaney Wilmont Greenway, and through the Vinyard Shipyard.

The grant was approved by DNREC for $24,500, pending an agreement or easement for use of the corridor, or pathway on the Vinyard property. Because of their concern was the result of the City not owning the property or possessing an easement, that would need to be secured prior to DNREC releasing the funds no later than June 1, 2021.

The Advisory Board decided not to recommend to City Council the City accept the grant until the ownership is resolved and an agreement or easement has been achieved.

The question is whether the Board wishes to recommend to City Council proceeding with the design and engineering without the agreement or easement in hand first, which could leave the City responsible for the entire funding. The current process requires the City to pay for all expenses related to the project and upon its completion, reimbursement is requested.

Councilmember James moved not to move forward with the pursuing the grant, due to the number of unknowns, including ownership and easement matters, seconded by Councilmember Culotta. Motion carried.

Authorization/FY19-20 Budget Adjustment/Planning & Zoning Department/Legal Expense

The City budgeted $20,000 for Planning & Zoning Legal expenses for FY20. The Department has been invoiced for legal services through December 16, 2019 and has $225.00 remaining in the budget line.

The Department incurred $22,665 in legal expenses in 2019, $9,000 in 2018 and $17,000 in 2017. The increase in legal expenses can be attributed to the sign code update, several development agreements, economic development initiatives/agreements, the preparation of Board of Adjustment Findings of Fact, and more development reviews by the Board of Adjustment and Planning Commission.

Councilmember Boyle moved to authorize a budget adjustment in the amount of $10,000 from General Fund Reserves to Planning & Zoning Legal Expenses, seconded by Councilmember Peel. Motion carried.

Authorization/Purchase/Replacement Refuge Vehicle/Solid Waste Department
Christie Murphy, Solid Waste Facilities Supervisor reported that the Solid Waste Staff is requesting City Council consider a recommendation to replace the existing 2011 International trash truck (SW-012) with a 2020 Mack low entry cab truck with a Heil multi-pack trash body.

The existing vehicle has approximately 77,105 miles, 12,438 hours, is nine years old, is in need of a new transmission with oil leaks throughout the engine, has severe body and frame rust, and has been used beyond its useful life expectancy. The replacement of the unit was identified in the 2019 and 2020 Capital Improvement Plan, however, due to lack of funds the purchase was delayed.

The proposed multi-pack truck will be utilized in areas the automated side loaders are unable to collect; approximately 15% of the City. This truck has the capability for dual collections by using an arm to collect curbside or using two tippers at the rear for rear collection. It also allows for bulk to be collected at the same time curbside ASL collections are being done. This truck will be used as a backup when the automated side loaders are down for maintenance and to assist with daily collections as the City trash routes continue to grow.

The purchase of this truck will be made through the Sourcewell/NJPA Contract. Specifications for the 2020 Mack low entry cab truck with a Heil multi-pack trash body are attached. The total price for the trash truck with complete fit out is $366,200. Funds from the recently transferred monies from Water Reserves will be used for the purchase.

Staff recommends City Council authorize the purchase in the amount of $366,200.00 to Mid-Atlantic Waste Systems of Denton, MD, in accordance with Sourcewell/NJPA Contract #091219-THC, with funding coming from Solid Waste Operating funds.

Mr. Whitfield confirmed the transfer of $500,000 was authorized by City Council at the previous Council meeting, in accordance with the recommendation in the Cost of Services Study. There has been a need for this truck, and the transfer of funds will permit that.

Generally, Mr. Whitfield explained that a truck typically has an eight to ten-year life. This truck has a great deal of engine hours and the reliability of the truck right now is next to nil, as it spends more time in the garage then on the road. Currently, the City does not have a backup truck with dual capabilities. Therefore, any interim truck requires three employees which puts a cramp on the department's operations.

In addition, this truck can be used in areas of the City where a rear loader is required to collect trash and recycling.

Councilmember Boyle moved to authorize the truck purchase, in the amount of $366,200.00 to Mid-Atlantic Waste Systems of Denton, MD, in accordance with Sourcewell/NJPA Contract #091219-THC, to be funded from the Solid Waste Operating fund, seconded by Councilmember Culotta. Motion carried.

Authorization/DLLG & SCAT Meetings/Guest Authorization/Council Expense

Councilman Culotta added this includes any meeting in which City Council is invited to, including DEMEC meetings.

Councilmember James said he is neutral on this, and has always brought his wife now and currently pays for her attendance, and will continue to do so, regardless of the outcome of this motion.

Councilmember Culotta pointed out that the time Council puts into their duties with the community, in addition to the long Council Meetings, the dinners are important and do take away from their personal lives. He believes spouses should be included as a result, because it makes Councilmembers more productive.

Mayor Campbell added that it is important for City Council members to attend, due to the networking opportunities, as well as connections that are made with others League and SCAT members.

Councilman Culotta agrees noting there are often educational topics being discussed which are valuable information.

Council then talked about the many advantages of attending the various dinner meetings.

Councilmember Culotta moved to authorize the City paying for spouses to attend as guests at the various events they are invited to, seconded by Councilmember Morrow. Motion carried by a vote of 5-1-2, with Councilmember Peel voting no and Councilmembers Boyle and James abstaining.

Councilmember Wilson votes in favor of the City paying for spouses to attend, as was always done prior to 2016.

Adoption/Resolution 2020-10/Appointment/Kent County Sewer Advisory Board)

Interim City Manager Whitfield explained that this resolution will add the City Engineer as a new alternate member. Nothing else has changed.

Councilmember Wilson moved to adopt Resolution 2020-10, seconded by Councilmember Culotta:

Appointment of Regional Sewer Advisory Board
of Kent County Members

WHEREAS, there exists a Regional Sewer Advisory Board of Kent County ("Board") whose purpose is to advise the Levy Court of Kent County, Delaware, in providing orderly and desirable operation and development of the Kent County Regional Sewer Systems; and

WHEREAS, the membership of the Board is comprised of one voting member from each of the seven Levy Court districts, plus one voting member and one alternate voting member from each municipality, from DAFB, and from DNREC; and

WHEREAS, the City of Milford is located in Kent County and therefore is a voting member with an alternate voting member of the Board.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Milford:

(1) The Public Works Director shall serve as the voting member representing the City of Milford on the Regional Sewer Advisory Board of Kent County.

(2) The City Engineer shall serve as an alternate voting member in the absence of the Director.

(3) In the absence of the Director, the alternate member shall have full power and authority to act on the City of Milford's behalf.

(4) This resolution was duly adopted on the 27th day of January, 2020, in lawful session duly assembled.

Motion carried.

Funding Authorization/Kent Economic Partnership/Rockport Analysis

Planning and Economic Development Director Piece shared that the City of Milford has the opportunity to partner with the Kent Economic Partnership, the Town of Smyrna and City of Dover to update the 2018 Rockport Analytic Report prepared for the Greater Kent Committee.

As was presented previously, Mr. Pierce recalled the study, commissioned by the Greater Kent Committee, found that the biggest potential industries for growth in the county were business and legal services, logistics and warehousing and healthcare.

Most of the data utilized during the initial targeting analysis was for 2016. With two more years of data in the books since then, Rockport proposes to both update the original analysis and do a deeper dive into the target industries and communities within Kent County. We propose to take a deeper dive into the top ten (10) or so original county-wide target sectors and then focus on a set of communities within the county -Smyrna, Dover, and Milford. This work will include:

Analyzing the Kent County economy to determine opportunities for growth by key target clusters and industries. We will update and examine both the previously chosen targets and 5-10 other sectors that just missed the cut in 2018.

Apply the same targeting methodology to a set of 3 communities within the county -Smyrna, Dover, and Milford. Their specific circumstances will determine the best longer-term, larger employer targets. Community-level targets may or may not overlap with the chosen Kent-wide target sectors.

Support the update/expansion of the Smyrna Economic Development Strategic Plan with these results and research/analysis into workforce, regulatory, and infrastructure/space issues and opportunities.

The total cost for the combined report is $25,500; KEP is contributing $15,000 with balance coming from Smyrna, Dover and Milford in the amount of $3,500 each for their part of the study. Independently studying with Rockport Analytics individually, the Target Sector Study along would cost more than $12,000.

Mr. Pierce believes the cost of doing business comparisons was approximately $3,000 by itself, as are outlined in the proposal.

Mr. Pierce is seeking the appropriation of $3,500 from the Economic Development fund to pay for Milford's portion of the updated Rockport Report. He then provided information on the ways KEP assists the Milford with economic development.

When asked why Harrington is no longer involved, Mr. Pierce stated that Dover, Smyrna and Milford were the three municipalities that showed interest in the information gather from the report. He shared that Smyrna is committed to giving more money for an additional component of the report, that is outside the scope outlined in the packet.

Mr. Pierce said that when this report was discussed with Council, both he and Former City Manager Norenberg were interested in participating.

It was confirmed that the report is unrelated to Councilmember Boyle sitting on the KEP board.

A discussion followed regarding the value of the report, in addition to the $30,000 contribution already provided. It was agreed that the deliverables from this report should be included in the services provided from the contribution that has already been made.

Councilmember Culotta asked if this is part of the value of KEP in general and wonders if this makes sense to fund the report. Essentially it is a request from their members to fund it.

Councilmember James' opinion is this should be part of the deliverables for the $30,000 already committed.

According to Mr. Pierce, the City will still benefit from the cost of doing business comparison on the regional level, if the additional $3,500 is not authorized by City Council. However, Rockport would not dive into Milford's specific information.

He agrees we do receive leads from potential businesses from KEP, who are focusing on the three target areas already discussed.

When asked about the Delaware Prosperity Partnership, Mr. Pierce said they may get more leads because of being at the state level, KEP and their municipalities are working together and constantly have economic development meetings to coordinate our efforts.

Mr. Pierce believed there was some interest from the Chamber of Commerce in the past to have a study done solely on the City of Milford, that would cost more than $12,000. However, he agrees there is a benefit for spending $3,500 for the additional information for Milford.

When discussing whether to consider deducting the $3,500 from the $30,000, Councilmember Peel pointed out the contract is conditional based on what is being provided throughout the year.

Councilman James feels that because the City of Milford has already expressed from reluctance with funding, he would hope that KEP, as a show of good will, should allow Milford to participate in this study at no additional cost, considering the $30,000 that has been allocated.

Mr. Pierce said he will make KEP Executive Director Linda Parkowski aware of that.

EXECUTIVE SESSION

Councilmember Boyle moved to go into Executive Session reference the below statute, seconded by Councilmember Culotta:

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

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

Motion carried.

Mayor Campbell recessed the Council Meeting at 9:26 p.m. for the purpose as is permitted by the Delaware Freedom of Information Act.

Return to Open Session

Councilmember Peel moved to return to Open Session, seconded by Councilmember Wilson. Motion carried.

Council returned to Open Session at 10:10 p.m.

Employment Contract

Councilmember Wilson questioned the automatic increase, noting that previously, increases were based upon the results of a performance evaluation.

It was noted that Mr. Whitfield is handling dual duties and Councilman Morrow added if he is still Interim Acting City Manager a year from now, the increase needs to be doubled. Councilman Brooks said that Dick Carmean handled all those duties for many years.

Councilmember Culotta pointed out that if Mr. Whitfield was terminated from both positions, three-month severance would be provided and asked if that was enough, because previous City Managers received more.

Solicitor Rutt said if he were terminated as Interim City Manager, he would retain his Public Works Director Position, unless the act involved something illegal and immoral, at which time he would be terminated from both positions.

Councilmember Wilson moved to adopt the Interim City Manager Contract, subject to striking first sentence in Section 3(d), seconded by Councilmember Peel. Motion carried.

Vinyard Purchase

No action required.

ADJOURNMENT

There being no further business, Councilmember Boyle moved to adjourn the Council Meeting, seconded by Councilmember Peel. Motion carried.

The Council Meeting adjourned at 10:17 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Transcriber

MILFORD CITY COUNCIL
MINUTES OF MEETING
February 10, 2020

A Meeting of the City of Milford Finance and Public Works Committee was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware on Monday, February 20, 2020.

PRESIDING: Chairman Jason James

IN ATTENDANCE: Mayor Arthur Campbell

Committee/Councilmembers Daniel Marabello, Lisa Peel and Douglas Morrow

Interim City Manager Mark Whitfield, Chief Kenneth Brown and City Clerk Terri Hudson

CALL TO ORDER

Chairman James called the Committee Meeting to order at 5:32 p.m.

NEW BUSINESS

Staffing Study

Interim City Manager Whitfield recalled that last year, City Council approved a number of additional employee positions in various departments. One of the recommendations at that time by Council was to have another staffing study done and look at the level of staff and any future needs.

Recently, an RFP was prepared which HR Administrator Jamesha Eaddy will discuss, though City Council action is not required. He also emphasized this only pertains to City Staff and not the Police Department.

The following memo was included in the packet:

The purpose of this memorandum is to provide a status update on the Staffing Analysis project that was included in the budgetary process for Fiscal Year 2020. Upon completion of the Staffing Analysis, the City will be able to organize and account for demands in personnel while keeping the City's goals and vision in the forefront.

A comprehensive job classification and compensation study was completed in 2017, which created the current pay grade structure and job descriptions. Since 2017, the City has experienced tremendous growth which warrants an analysis of our current staffing model.

A Request for Qualifications (RFQ) solicitation process was started on August 20, 2019 with a deadline of October 31, 2019. The City received five (5) submissions. Each firm submitted statement of qualifications, references, and supplemental documents.

All submissions were evaluated and interviews were conducted with four (4) firms to discuss in detail the purpose of the project and the desired outcomes. After careful consideration and thought, the City is ready to move forward with Pinnacle Change, LLC.

The amount of $20,000 was included in the budgetary process for the Staffing Analysis. The estimated completion time for the project is six (6) to eight (8) weeks. The fee range for the standard assessment is between $15,000-$17,000 for Non-Police Departments. The fee range for all departments is between $29,000-$33,000. Chief Brown has expressed that he is not interested in including the Police Department in the Staffing Analysis.

Ms. Eaddy reported that five proposals were received. Interviews were conducted after which follow-up discussions occurred with four firms.

They are prepared to move forward with Pinnacle Change LLC. She believes they have the best understanding of the outcomes and project. The estimated timeframe is six to eight weeks, which will allow the additional personnel to the budget count, if there is a need.

Ms. Eaddy also shared that as the City continues to grow, a Staffing Study will support how many positions are needed to add as our resident number and service requests grow.

Tuition Reimbursement Policy

HR Administrator Eaddy then talked about the proposal to implement a tuition reimbursement policy for our employees to explore opportunities for personal and professional development including degree programs at accredited institutions or higher learning. The Tuition Reimbursement Policy is designed to help employees pay for eligible expenses related to pursuing an undergraduate and/or graduate degree.

The benefits of tuition reimbursement programs aren't only for employees. The City stands to gain a lot from offering tuition assistance to its employees. Some of the benefits include:

- Highly Skilled Employees
- Reduced Employee Turnover
- Improved Employee Morale
- Increased Productivity
- Ability to Attract Top Talent

In addition, employees will be able to utilize the professional development plan section of the performance appraisal to list specific educational goals that they would like to complete that will enhance their job performance.

Comparison with Other Municipalities: Implementation of a formal tuition reimbursement program policy is consistent with other municipalities. The City's tuition reimbursement program policy was designed after a thorough analysis of other policies which included Dover, Newark, Middletown, Seaford, Smyrna, and Kent County.

Tuition reimbursement programs are a win-win. Organizations with educational assistance programs also benefit from more engaged employees. Employees feel valued knowing their employer supports professional development.
We are seeking feedback from the Finance Committee on the tuition reimbursement policy design to prepare for the budgetary process.

Ms. Eaddy said that she has had at least five employee requests about tuition reimbursement. The maximum annual allotment of $5,250 is included per employee. The annual reimbursement limit may be subject to change based on IRS regulations. Reimbursements will be counted sed on the year in which the reimbursement is paid. Funds for tuition reimbursement do not carry over from year to year.

She also presented the draft by the Teamsters representative who provide the information related to police officers. Police officers must apply for financial grants from the Delaware Criminal Council Tuition Program through the State at the same time they are applying for the City program. One officer has already requested information on that program.

When asked the initial costs per year, Ms. Eaddy explained that presently this is in the preliminary stage and the budgeting aspect has not yet been terminated. However, it may be similar to the vacation payback whereby the employee informs the City upfront they are interested.

The City will budget a certain amount of money, which will be provided on a first-come, first-serve basis.

When asked the cost of this program to each city that Ms. Eaddy previously mentioned, she stated she will follow-up and provide that information at a later date.

Councilmember Peel asked if there are positions that are non-police positions, that have educational requirements to maintain their certification and is that included in this program. Ms. Eaddy said that is a separate matter and would fall under that department's training budget.

Chairman James asked that between now and the budget hearings, he hopes there will be some idea of the costs of this program based on the employees' interests. He also added that often, it is difficult to reach the $5,250 because of the number of classes that would be needed and the conflict with their work schedule. However, he thinks this is critical to the City as we continue to elevate and advance our employees.

He also pointed out this is an added bonus and an incentive for or employees, thus making it an attraction to stay.

Councilmember Peel agreed, noting that with the added benefit, a certain allowance of time per week should be considered. She is aware of some employers using up to three hours of each workday, with supervisor permission, to either travel to those classes, or complete classwork. For example, if an employee's workday ends at 4:30 and the class starts at 5:00 pm, or if they have family-responsibilities that prevents all he coursework, it will improve the employee's performance ultimately.

Ms. Eaddy like the idea and will include that point.

Councilmember Peel added that she has the seen the policy written that it would require the supervisor's authorization, to prevent any disruption of the daily operations.

It was confirmed the additional leave is an additional benefit and would not have to be repaid. Ms. Eaddy felt that could be worked out with a flexible work schedule. In that manner, they would still meet the hourly requirements by working different hours, which is a provision she can add.

When asked about the police department, Chief Brown said it is positive, though he has concerns with a police officer who wants to take off for this. He would have to play that by ear because they are needed on the road and to let them take off to go to school could be a hindrance.

Councilmember James said that is the reason the policy must be written 'not to disrupt operations' or similar language. No employee should feel this is automatic and only with permission.

Councilmember Peel pointed out that when two employees are scheduled to go to school, can only be done if the schedule is managed and not everyone will be permitted to do this. Chairman James also suggested that during short-staff periods, there could be mandatory blackout periods.

Councilmember Marabello asked if there are a significant number of police officers receiving this benefit, will that impact the union contract by receiving the additional compensation indirectly; Chief Brown said no, because it will apply to all officers.

Ms. Eaddy recalled that she had already sent the draft policy to Paul Thornburg, Local 326 Representative, who has no concerns.

Parking/No Parking Street Signage Program
Public Works Department Billable Rates

Interim City Manager Whitfield recalled the discussion last fall regarding the need for better and uniform signage within the City, for no parking and parker areas.

City Engineer James Puddicombe was in attendance, and submitted the following memo:

The Department of Public Works has begun evaluating the city's parking configurations and associated signage to include parking wayfinding. In an effort to keep the council abreast of our efforts and to solicit feedback regarding our progress thus far I am writing this memorandum on behalf of the department. To understand why we are evaluating our parking we need to reference the parking evaluation conducted within the last 12 months and, the most recent studies and evidence regarding parking and its impacts on the City's economy and atmosphere.

The City paid for a parking evaluation for the Central Business District which was completed in April 2019 by Whitman, Requardt & Associates (WRA). That study came to the following conclusions:

1) Increase the public's awareness of downtown public parking by:
   a. Naming the public parking lots
   b. Providing an online map of available parking
   c. Have businesses add parking information to their websites
   d. Provide higher visibility signs for on street signage providing direction to lots
   e. Provide signage at the lots indicating they are public lots
2) Install pedestrian signage providing direction to and from the Walnut street and Riverwalk.
3) Periodically review street parking regulations
4) Work with downtown employers to encourage parking north of Front Street
5) Add on street parking on Washington Street
6) Improve current parking configurations in the following lots:
   a. Arena's (Complete)
   b. Park Avenue Lot
   c. NE Front Street Lot
   d. Pearl Alley Lot
   e. City Hall Lot

WRA provided the priority and time frames in Appendix 1, Table 1 provided herein.

In an effort to maintain compliance and consistency with state regulations there are areas where parking is prohibited per Delaware Code and they are:

1) On a sidewalk;
2) In front of a public or private driveway;
3) Within an intersection;
4) Within 15 feet of a fire hydrant;
5) On a crosswalk;
6) Within 20 feet of a crosswalk;
7) Within 30 feet upon the approach to any flashing beacon, stop sign or traffic-control signal;
8) Between a safety zone or island and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone or island, unless a different length is indicated by traffic-control devices;
9) Within 50 feet of the nearest rail or railroad crossing, unless a different length is indicated by traffic-control devices;
10) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of the entrance when properly designated by traffic-control devices;
11) Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic;
12) Upon the roadway of any highway when it is practical to stop, stand or park off the roadway;
13) On the roadway side of any vehicle stopped or parked on the shoulder or at the edge or curb of a highway;
14) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
15) At any place where official traffic-control devices prohibit stopping, standing or parking;
16) At any place where such parking, standing or stopping obstructs the free passage of other traffic;
17) Wherever a curb is marked yellow or a yellow line is placed at the edge of a roadway or shoulder;
18) In the area between roadways of a divided highway, including crossovers;

19) In any area owned by, leased by or under the control of the State, when such area has been designated by the Director of the Office of Management and Budget as a reserved parking space for members of the General Assembly, their staff, state-owned vehicles, specific state offices or state employees. Such parking spaces will be conspicuously marked as such;
20) In any areas which in any manner restricts access to or ingress or egress from the areas defined in paragraph (19) of this subsection. 21 Del. C. 1953, § 4179

Adding to the complexity of the parking issue is the need to ensure adequate fire tuck access in the event of an incident. The International Fire Code (IFC) requires a minimum of 20 feet of unobstructed street width, meaning the width of the road not including parking. The National Fire Protection Association (NFPA) suggests a response time goal of 320 seconds (5 minutes and 20 seconds) for the first engine to arrive on site for a fire suppression incident. Issues regarding access being restricted due to parking on streets that are too narrow can result in the fire company having to reroute and ultimately adds to the response time a critical factor in preventing loss of life and spread of a fire as indicated in Appendix 2.

Further, an excess of parking availability per capita results in an increase in road traffic (Badger, 2016) and reduces walkability, a key factor in improving the economic outcome of both cities and their residents according to the Brookings Institute (Loh & Leinberger, 2019). Currently the City has only three lots which exceed a maximum occupancy of 65% at any time. These three lots have a total of 58 available parking spaces, representing 13.3% of the total available lot parking within the study (Whitman, Requardt & Associates, LLP, 2019). On street parking was found to have a maximum utilization of 32% at any time. This low parking utilization indicates that either the public is unaware of the available parking or there is an excess of parking in some areas.

For the aforementioned reasons we are evaluating the availability of parking city wide and looking to determine what roads may require reconfiguration with regards to on street parking and the number of traffic lanes. Currently, we have captured data regarding current signage, parking restrictions, road speeds, and available road width. We are working to perform an evaluation of the road widths to determine the type of road cross section that each road should have to meet the previously mentioned requirements and the American Association of State Highway and Transportation Officials (AASHTO) Green Book, the Bicycle and Pedestrian Master Plan and any suggestions that the Council can provide regarding the availability of parking in their wards.

Feedback we would like to receive includes:
1) Existing problem areas (too much or too little parking)
2) Road width restrictions that need resolved (parking where it shouldn't be)
3) Constituent complaints
4) Traffic flow issues or considerations (with regards to one-way traffic flows)
5) Any other information Council deems appropriate or necessary to the evaluation of parking and signage within the City

The City Engineer encouraged feedback from the various Councilmembers no behalf of their wards in relation to significant issues or items of concerns. Most of the one-way roads will remain though there may be some areas with safety concerns and he is hoping for input to improve the City as much as possible.

Mr. Puddicombe confirmed that the sign posts are galvanized and follows the DelDOT standard, which requires breakaway supports for safety reasons. He shared there are a few in town that are either too short or in poor condition which will be replaced. In addition, Milford has joint signs that are half hidden under another sign that will be corrected.

Traffic flow will be reviewed to ensure intersections are clear and state regulations, such as no parking, have been met.

The City Engineer also described the process that ensures sign posts are straight when they are installed.

Chairman James likes the idea of naming the parking lots and businesses participating in the parking alignment, in addition to offering it online. He feels parking has been a headache for many years due to the poor condition of many parking lots.

Mr. Puddicombe agreed there are a few parking areas that need to be realigned and entrances and exits addressed.

Interim City Manager Whitfield said he has also asked the Street Supervisor to review and develop a sign replacement program under the MUTCD (Manual and Uniform Traffic Control Device) guidelines, established by the Federal Highway Administration. They recommend a reflectivity study be done every five years, or a sign replacement program.

Typically, a sign lasts approximately ten years and should be replaced at least on a ten-year cycle. At the same time, the post needs to be examined and replaced if warranted.

Mr. Puddicombe reiterated that any feedback from Council is appreciated, though he and Mr. Whitfield may consider something more formal, possibly through a survey or another method.

He then spoke about the parking issue in the narrower area of South Washington Street, as well as the potential of adding a bike lane to various streets. However, that evaluation has not been completed.

Public Works/Billable Rates

Mr. Whitfield described some issues Public Works has experienced over the past several years, is using rates that were devised by City Staff, but never endorsed in anyway by City Council. As a result, he is requesting City Council consider a recommendation to adopt hourly rates for labor and equipment.

Public Works Operations Supervisor Rhiannon Slater stated that there are several reasons to institute the different billable rates so that the same rate is charged each time something is done. The labor rate was created using a percentage of salary rates for essentially every employee that would be involved, alleviating the concerns regarding the 10% administrative fee, which is now built into the rate.

The previous rates being used for bucket trucks were not properly calculated using FEMA rates and including not all equipment being used by the Electric Department. These rates are around FEMA rates, and can now be justified what is asked of contractors and insurance companies to pay.

At this time, the Streets and Utilities Division did not have an equipment rate schedule and a fee schedule was also created for situations involving auto accidents involving poles or the installation of infrastructure for developers. They also have to take care of items related to storm drains, utilities, street signs, etc. related to accidents.

She then referred to the chart showing the proposed billable rates (see Council packet) and how they were calculated.

Councilmember Peel confirmed that the City was previously charging a labor rate that was not consistent.

Ms. Slater explained that for the Electric Division, a labor rate was charged. Once they received the salary rates from finance, it was determined that rate was no way near the amount needed to cover one crew members, let alone two crew members or a supervisor.

Streets and utility work have been primarily handled by a subcontractor because the rates were nonexistent.

Additionally, rates charged for the electric crews was not inclusive for all the equipment required for some of the work that was being done.

City Accountant Sandra Peck then addressed Council stating that the advantage is that the fees will be updated on an annual basis. One of the reasons some of the rates were low is because they were never reviewed on an annual basis. By using real numbers, it can be refreshed each year, which will prevent big adjustments when needed.

Chairman James asked if the resolution will state the rates will be reviewed annually; Ms. Peck said they are continuing to work through the process and there needs to be a decision on the best time of year to do this and that will be included.

The Chairman agrees there is a need to formalize this and actually have it adopted by City Council.

When asked by Councilman Marabello if the City was only charging labor before, the Operations Supervisor said that the electric division was charging for labor and a bucket truck. No other equipment was charged.

She reiterated the labor charge was much less than it should have been, in addition to the bucket truck, which she believes was $40, noting that the average price to rent a bucket truck is $140 an hour. The City was doing work for developers for many years at a very reduced rate.

Interim City Manager Whitfield said that rates from other municipalities were also compared to ensure these rates were aligned with what is being proposed.

Councilmember Peel asked for assurance that communication will be provided to those contractors or businesses that will be impacted; Ms. Slater said she will do that, adding there are a few developers the City works with and she will make sure some outreach is done with them.

She added that all work is included in a quote in advance of the work being done, but because the City's rates have been so cheap over the years, they chose to have the City do the work in lieu of having a contractor do the work.

New Police Facility Funding Update

Interim City Manager referenced the following memo in the Council packet, from Finance Director Jeff Portmann and himself:

Several decisions need to be made with regard to the financing of the new police station.

Referendum
A General City Election will be held on Saturday, April 25, 2020. If Council chooses to place a Bond Referendum on the ballot, the City Clerk needs two months for advertising and completing all the necessary preparation work for the Referendum. Therefore, a decision on the bond amounts need to be made no later than the April 24, 2020 Council Meeting.

Bond Issuance
Council must decide on the amount of the issue. There are three scenarios: 1) an issue of $14 million; 2) an issue of $17 million or 3) an issue of $19.6 million. Given the historic low interest rate, Council may want to take advantage of the maximum borrowing. The $14 million would necessitate using $3 million of operating cash to fund the police station. The $17 million would fund the entire police station. The $19.6 million would fund the entire police station with the remaining $2.6 million for street paving.
In order to obtain the lowest interest rates, the bonds will need to be sold over two years as bank qualified bonds, therefore each issue needs to be below $10 million. It is proposed there would be an issue in June 2020 and a second issue in January 2021.

Effect on Budget and Tax Increase
All three scenarios would be a borrowing for 30 years with an average interest rate of 2.41%. A $0.01 tax increase results in $89,000 in revenue. Each $0.01 tax increase equals $20/year to a home owner with an assessed property value of $200,000

Scenario 1 – Borrow $14 million
The $14 million would result in $713,555 per year in debt payments; borrowing $14 million would result in a $0.08 tax increase, or a $13.33/month increase/average property owner or $160/year).

Scenario 2 – Borrow $17 million
$17 million would result in $861,000 per year in debt payments. The $17 million would require a $0.097 real estate tax increase resulting in a $16.67/month increase/average property owner (or $194/year).

Scenario 3 Borrow $19.6 million
$19.6 million will result in $992,000 in debt payments. Borrowing $19.6 million would require a $0.1115 real estate tax increase resulting in $18.58/month increase/average property owner (or $223 per year).

Street Paving
Attached are a list of streets proposed to be addressed over the next five (5) years. A bond issuance of $19.6 million would enable the City to "catch up" on the planned paving by accelerating the projects. It was originally proposed to use Street Aid and Real Estate Transfer Tax to fund the street paving projects over the next five years.

Recommendation: Staff recommends either Scenario #2 or Scenario #3 for several reasons. 1) Interest rates are at historical lows; 2) provides sufficient funds in case of project overruns; and 3) provides additional cash reserves for emergencies and other projects. Additionally, staff recommends Council decide on which scenario prior no later than February 24, 2020.

Mr. Whitfield explained that a decision needs to be made on whether or not City Council wants the decision on whether to hold the referendum on the day of the City's Annual Election on April 25, 2020. If so, a decision has to be made on the borrowing amount no later than February 24, 2020.

If Council prefers to hold off and do a later referendum this year, there is no hurry to make the decision.

He then referred to the three scenarios described in the memo.

Also noted that because interest rates are at a historic low right now and if Council wants to borrow on any particular project(s), now would be the time to do so. One of the projects considered is the street resurfacing. The City was considering spending $830,000 a year over the next five years and that maximum amount could be borrowed and that paving project accelerated.

Mayor Campbell is concerned with scenario 3 and the difference in a $223 annual payment versus scenario 1 of $160 per year.

Chairman James pointed out the cost estimate provided by Richard Johnson and Son was $18.4 million. If the City says $17 million will fund the entire project, exclusive of scenario 3, which includes streets, he asked how we got from $18.4 down to $17 million. He wants to be transparent and suggests that be addressed first.

He also noted that borrowing the $14 million does not impact any reserve accounts. What is added in is cash the Finance Director feels is available in the electric operating cash fund.

Historically, Chairman James recalled that street paving was funding through the City budget line items Real Estate Transfer Tax and Street Aid.

The Chairman then read scenario two and three, which involve low interest funds and number two provides sufficient funds in case of project overruns and additional tax reserved for emergencies and other projects.

He also re-emphasized the need for a decision to be made by February 24th and the need for the timeframe to allow for the April 25th election ballot.

Also discussed was the possibility of using $5 million (not included in the memo) involving $2 million from water reserves and $3 million from the electric cash operating fund.

Mr. Whitfield confirmed he did not address water reserve funds because it was not recommended in the cost of services study and there are a number of capital projects within the water budget over the next five years, that will require an increase in water rates. Therefore, the does not recommend using water reserves.

Chairman James concurs.

Councilman Morrow asked Chief Brown his recommendation, adding that it is his building and from the discussions with the Finance Department. Chief Brown said he talked with the Finance Director but not about the financing scenarios.

Chairman James asked Chief Brown about the difference in the cost estimate of $18.4 million which is reduced to $17 million and where the other $1.4 million is coming from. Chief Brown said his recollection is the original estimate for the building was $16.5 million and Council told Becker Morgan to provide a total walk-in figure, which resulted in $18.4 million.

Councilmember Peel pointed out that none of the numbers cover the estimated cost. Mr. Whitfield said this is the first time he has heard the $18.4 million number.

Chairman James stressed the importance of providing correct and complete information upfront to prevent any confusion or questions, regardless of whether it is a good project or not.

Councilmember Peel is concerned because that number has not yet been nailed down. She does not believe the Finance Director was in attendance and suggested that if he is the one that will be working on the financial portion, he attends a future meeting.

Agreeing, Chairman James suggested the police building stand on its own and that the street project nor any other project be included. The committee members agreed.

Councilmember Peel is also troubled with having $3 million in extra operating cash, but asking the public for $2.6 million to pave the roads. Mayor Campbell is also uneasy with mandated sidewalk repairs and now we want to add the street project.

Chairman James explained that if the City continues to use the Transfer Tax and Municipal Street Aid to cover the costs of the roads, there will preclude any additional borrowing be asked.

Councilmember Peel said that though the numbers are incorrect, she is most comfortable with scenario 2, adding that it is very rare for a project to come in below budget. However, she prefers a clear understanding of how we got to the reduced number of $17 million or deduction of $1.4 million.

Chief Brown believes that one of the discrepancies could involve the $300,000 that was received from the 2020 State Bond Bill. In addition, there has been a verbal commitment from local legislators who are willing to provide the funding for the parking lot and sidewalks. He believes that number is around $.5 million and may be factored into the scenario.

Councilmember Peel asked if that would be included in the new budget adopted prior to June 30, 2020.

Mayor Campbell said that originally the former City Manager asked for $3 million toward this project, though we only received $300,000 from the bond bill. The City is now going to request another $3 million from this year's bond bill.

Chief Brown said his impression is the local legislators are using their discretionary Community Transportation Funds for the project.

Chairman James confirmed that what has been presented and appears to have been deducted from the total costs is:

$300,000 FY20 Bond Bill
$500,000 CTF Money

It was agreed by the Committee that full disclosure is needed to confirm the difference in the numbers and the actual overall estimate of $18.4 million.

Chief Brown said one of the other reasons this is needed quickly, is because the PR Firm they hired has planned their first community meeting on February 25th with the second on March 10th. He would like to have an answer on what is being borrowed before the meeting and knows that will be the first question.

The City Clerk explained that when these resolutions are presented, every penny will need to be accounted for up through the total cost of $18.4 million. If some of the funds will not be available until after July 2020, cannot be considered unless the City has something concrete in writing.

Chief Brown assured the Committee that everything is in writing with the exception of the verbal commitment for the cost of the parking lot and sidewalks. He confirmed that he will receive the written commitment on the paving/sidewalk costs prior to February 24th.

City Accountant Sandra Peck confirmed that she is unfamiliar with the information that came from PFM related directly to the borrowing.

Chairman James informed Mr. Whitfield then before a final decision is made by City Council, the Committee is requesting that the Finance Director be available and in attendance. He believes Mr. Portmann can take them through these numbers much quicker and more accurately than those in attendance at this meeting.

When asked if this should be a Committee Meeting or Council meeting, the tight timeline was noted.

Interim City Manager feels the meeting needs to be held prior to the next Council meeting. Chairman James said his preference, he would do a workshop which would allow the entire Council to attend and participate in the workshop. That allows the information to be provided to Council and questions be asked at the same time.

Mr. Whitfield noted that next available date is next Tuesday, prior to the Planning Commission meeting that starts at 7:00 p.m.

The Committee agreed that the Council Workshop be scheduled for Tuesday, February 18th at 5:30 pm to discuss the scenarios. At that time, Council can also speak to whether or not include the referendum with the Annual Election on April 25th.

Councilmember Morrow asked Chief Brown what he recommends though he believes there will be more participation if held the same date and time.

Chief Brown said they have been working to make that referendum happen on April 25th and the reason all the dates are in place.

Mr. Whitfield confirmed that the two scenarios the Committee recommend are using the $3 million from the electric cash and funding the entire amount.

Councilmembers Peel and Morrow want to see the total as was quoted and any numbers subtracted.

Councilmember Morrow confirmed that the three scenarios presented involve no reserve funding. Mr. Whitfield confirmed only the $3 million in operating cash generated by the electric fund, not reserves.

It was agreed that at one point, there was a discussion about using reserves, until the results of the Cost of Services Study was completed. That changed the proposal.

ADJOURNMENT

The Committee Meeting concluded at 6:28 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
February 10, 2020

A Meeting of the City of Milford Annexation Committee was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware on Monday, February 10, 2020.

PRESIDING: Chairperson Owen Brooks Jr.

IN ATTENDANCE: Mayor Arthur Campbell

Committee Members:
Councilmembers Daniel Marabello, Todd Culotta and Douglas Morrow
Planning Commission Chairman Marvin Sharp

City Manager Eric Norenberg, Police Chief Kenneth Brown and
City Clerk Terri Hudson

Solicitor David Rutt, Esquire

The Annexation Committee was called to order by Chairman Owen Brooks Jr. at 6:30 p.m.

Recommendation/Annexation/Lands belonging to First Baptist Church of Milford Incorporated/6044 Old Shawnee Road, Milford, DE 19963/Tax Map 1-30-3.06-125.00/1.14 +/- Acres
Current Zone MR/Proposed Zone R-1

The following request was received on December 31, 2019:

RE: Annexation Request
Sussex County Tax Map No. 1-30-3.06-125.00
6062 Old Shawnee Road
Milford, DE 19963-3355

Property Address: 6044 Old Shawnee Rd., Milford, DE 19963
Dear Mayor and City Council:

Please accept this correspondence as a formal request for annexation of the above referenced parcel into the incorporated City of Milford. The property is currently County zoned MR. As per the City of Milford Comprehensive Plan the parcel is designated Low Density Residential. We are requesting R-1 zoning for this property which contains 1.140 +/- acres.

The purpose of this request is to utilize the services and resources that the City has to offer and expand our property located at 6062 Old Shawnee Rd., Milford, DE 19963 which is already annexed into the incorporated City of Milford.

Should have any questions, please reach out to the point of contact for the property owner via Eric W. Heishman.

Planning Director Rob Pierce explained this is a single family detached dwelling adjacent to their existing church property on one + acre of land at R1 Residential Zoning, which is consistent with the other properties owned by the church.

The existing home will remain and a portion of the rear yard will be used for parking lot expansion. As a result, there may be a future site plan submission to the Planning Department.

Mr. Pierce then reviewed the following draft committee report:
A public meeting was held in Council Chambers on February 10, 2020 to consider the request for:

Property Owner: First Baptist Church of Milford

Location: 6044 Old Shawnee Road
Size: 1.14 +/- acres
Existing Zoning: MR – Medium Residential (Sussex County)
Proposed Zoning: R-1 (Single-family Residential)
Tax Map and Parcel Number: 1-30-3.06-125.00

APPLICANT
A petition by the property owners was submitted on January 2, 2020 to annex 1.14 +/- acres into the corporate limits of the City of Milford.

LOCATION
The property is identified as Sussex County tax parcel 1-30-3.06-125.00 and is located along the north side of Old Shawnee Road approximately 1,900 feet west of the S. Dupont Boulevard intersection.

STREETS
The property contains an existing single-family detached dwelling with one residential entrance along Old Shawnee Road. Old Shawnee Road is a State Maintained roadway and any changes in access would require DelDOT approval.

DRAINAGE
The residential site is already developed. Any future redevelopment of the property would be subject to DNREC storm-water regulations and the owner would be required to obtain any and all permits from the Sussex Conservation District and State of Delaware.

ZONING
The area proposed to be annexed is currently zoned MR (Medium Residential) in Sussex County under the Sussex County zoning ordinance. The applicant requests the property be zoned R-1 (Single-family Residential District) under the City of Milford zoning ordinance.

SEWER
The property is currently served by an onsite septic system under the governance of DNREC. The property owner would be permitted to keep the onsite septic system until such time that sewer became available to the property. Any redevelopment of the property would require connection to City sewer service. It is determined that the applicant would have to extend sewer from the Brookstone Trace development to serve the existing church and the subject parcel containing the single-family dwelling. The property owner would have to design and construct a pumping system to convey the wastewater from the property to Brookstone Trace. All costs associated with the design and construction of the sewer extension would be borne by the applicant. Any construction improvements would need to be reviewed and approved by the City Engineer.

WATER
The property is currently served by an onsite well under the governance of DNREC. The property owner would be permitted to keep the onsite well until such time that water became technically available to the property. Any redevelopment of the property would require connection to City water service. It is determined that the applicant would have to extend water service from the Brookstone Trace development or along Old Shawnee Road to the east in order to serve the existing church and the subject parcel containing the single-family dwelling. All costs associated with the design and construction of the water main extension would be borne by the applicant. Any construction improvements would need to be reviewed and approved by the City Engineer.

ELECTRIC
The property is currently served by the City of Milford.

TRAFFIC
The existing single-family dwelling has as single residential driveway along Old Shawnee Road. Old Shawnee Road is a State Maintained roadway and any changes to the access would need to be approved by DelDOT.

ENVIRONMENTAL ISSUES
The U.S. Army Corp of Engineers will control provisions under Section 404 of wetlands on the parcel. According to the DNREC Navigator website, the property does not contain state mapped wetlands. The property is not located within the 100-year floodplain according to the most recent FEMA Flood Insurance Rate Maps (FIRMs). The property does not contain areas of excellent groundwater recharge according to DNREC Navigator website.

AREA LAND USES
The properties to the south and west are owned by the First Baptist Church of Milford and contain the church and youth center. The properties to the east contain similar single-family detached dwellings. The properties to the east, across Old Shawnee Road, contain single-family detached dwellings.

FIRE AND POLICE

The subject parcel is located within the Carlisle Fire Company district area according to Kent County's online mapping application. Carlisle Fire Dept. already provides fire and EMS coverage to this area. EMS is also currently provided by Kent County Levy Court. Milford Police Department will provide police service.

COMPREHENSIVE LAND USE PLAN

The annexation request is consistent with the 2018 Comprehensive Plan Future Land Use Plan and is designated as Proposed Low Density Residential.

PROPERTY TAXES AND OTHER ECONOMIC CONSIDERATIONS

The proposed annexation will not generate new property tax revenue to the City since the owner is considered a non-profit organization. Extension of utilities would provide additional revenue within the sewer and water system.

ADVANTAGES TO THE CITY

1. The property is within the planning area of the City of Milford.
2. The City would receive revenues (building permits, etc.) for activity on the property.
3. Potential for additional water and sewer user.
4. Identified within the Urban Growth Boundary of the 2018 Comprehensive Plan.
5. Consistent with the Comprehensive Plan Future Land Use exhibits.

DISADVANTAGES TO THE CITY

1. None.

RECOMMENDATION

Based on the issues and comments discussed in this report, the Annexation Committee of the City of Milford recommends approval of the application, following a unanimous vote, with the following comments:

1. Annexation is consistent with the "Comprehensive Land Use Plan."
2. Property is contiguous to existing City Limits.
3. Any changes to the property are subject to review by the City of Milford Planning Commission and/or City Council.
4. Property is already served by City Electric. The property could be served by City Sewer and Water in the future.
5. An executed Annexation Agreement is required prior to final City Council approval.
6. Upon approval of the annexation committee report, a Municipal Annexation Plan of Services will be submitted to the Office of State Planning for their approval. The property should be annexed with the following zoning classification: R-1 (Single-family Residential)

Mr. Pierce advised that the matter will be on a future agenda for formal approval by the Planning Commission and City Council.

Councilmember Culotta moved to proceed with the annexation and authorize the report be submitted to the Office of State Planning, seconded by Councilmember Morrow. Motion carried.

Recommendation/De-Annexation/Lands belonging to Paynter A. Lynch and Joyce E. Lynch/Canterbury Road, Milford, DE 19963/Tax Map MD-16-173.00-01-02.01/1.00 +/- Acres/Current Zone OC1/Proposed Zone AR

The following request was received:

November 9, 2019

Request for De-Annexation of Parcel Map ID 5-16-17300-01-0201-00001

We are requesting that our property referenced on tax map ID 5- 16- 17300-01-0201-00001 be De-Annexed from the City of Milford. When we purchased the above parcel we were ensured this would be added to our existing parcel to make 1 continuing property however this portion of our purchase was not completed by the City of Milford at time of purchase, it is our intent to request the above aforementioned De-annexation to be finalized into one continuing parcel. Please advise me of any other needed steps to complete this process.

Thank You in Advance for Your attention to this matter, your assistance is greatly appreciated.

Respectfully,

s/Paynter A Lynch & Joyce E Lynch

Planning Director Pierce explained the property is located on Canterbury Road along the west side of the Independence Commons Business Park.

At the time this was conveyed, the process was more complex and would have required a Citywide referendum to de-annex the property. With the last Charter revision, a de-annexation was added to allow this small piece of land to be removed from the City.

A survey in the Annexation Committee packet shows the subject parcel and the section of the related Charter which states:

> 1.05 - De-Annexation.
> (a) Except as provided for in Section 1.05(b), below, de-annexation shall follow procedures established in the Delaware Code.
> (b) The City Council may authorize the de-annexation of either of the following:
> (1) Property with zero residents and assessed valuation of less than $25,000 by ordinance following a public hearing.
> (2) A parcel which contains less square footage than the smallest parcel in the zoning district in which it is located.

Mr. Pierce advised that no formal committee report is required, though it is recommended the Annexation Committee make a formal annexation.

Again, public hearings will be scheduled before the Planning Committee and City Council for a final determination.

Councilmember Marabello moved to proceed with the de-annexation of the Paynter and Joyce Lynch property, as requested, seconded by Councilmember Morrow. Motion carries.

There being no further business before the Committee. Councilmember Morrow moved to adjourn, seconded by Councilmember Culotta. Motion carried.

The Annexation Committee meeting adjourned at 6:42 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
February 10, 2020

A Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Monday, February 10, 2020.

PRESIDING: Mayor Archie Campbell

IN ATTENDANCE: Councilpersons Daniel Marabello, Mike Boyle, Lisa Peel, Todd Culotta, Owen Brooks Jr., Douglas Morrow, Jason James Sr. and Katrina Wilson

STAFF: Interim City Manager Mark Whitfield, Police Chief Kenneth Brown and City Clerk Terri Hudson

COUNSEL: Solicitor David Rutt, Esquire

CALL TO ORDER

Mayor Campbell called the Council Meeting to order at 7:03 p.m.

INVOCATION AND PLEDGE

The Pledge of Allegiance, followed the invocation was given by Councilmember Wilson.

APPROVAL OF PREVIOUS MINUTES

Included in the packet were minutes from the January 13, 2020 Council Meeting and Committee Meeting. Motion to approve made by Councilmember Culotta, seconded by Councilmember Peel. Motion carried.

RECOGNITION

Proclamation 2020-03/Mike Fleishman-Kitsch in Synch

Mayor Campbell read the following proclamation into record, followed by the presentation to Michel Fleishman:

PROCLAMATION 2020-03
"Kitsch in Synch" Day in the City of Milford

Whereas, With a Master of Fine Arts Degree in Painting and Drawing, Michael Fleishman has cycled through many artistic styles during his forty-year career, including editorial illustrations and cartooning; and

Whereas, Fleishman has authored eight books on illustration and design, including 'Starting Your Career as an Illustrator', published in 2016 by Allworth Press; and

Whereas, Fleishman currently teaches art and cartoon classes for kids at Mispillion Art League and is an English Department Writing Tutor at Delaware Technical Community College; and

Whereas, Inspired by his use of 300 boxes needed to relocate from Ohio to Delaware, Fleishman's first solo show in Milford represents an entire new medium—recycled cardboard.

NOW, THEREFORE, BE IT RESOLVED, that I, Arthur J. Campbell, Mayor of the City of Milford, Delaware, under and by virtue of the authority vested in me, do hereby proclaim Friday, February 22, 2020, as "Kitsch in Synch" day in our community.

BE IT FURTHER RESOLVED, that our citizens are encouraged to visit the Mispillion Art League between February 19 and March 19, 2020, to celebrate Michael Fleishman, and observe the meaningful art he has produced without the use of expensive art materials.

AND BE IT FURTHER RESOLVED, that not only is his work fascinating and eye-catching, Michael Fleishman is contributing to the planet's welfare by giving said materials a second life they would otherwise not have had.

Mr. Fleishman's wife added that last month, he was also selected by the State of Delaware, Division of Arts as the recipient of an Emerging Artist Grant because of his work involving the recycling of cardboard.

Proclamation 2020-04/Michele Xiques-Arnold/Established Professional Award

The Mayor then read the following proclamation, followed by the presentation to Michele Xiquest-Arnold:

PROCLAMATION 2020-04
"Commending Michele Xiques-Arnold"

Whereas, Michele Xiques-Arnold, Owner and Director of First State Dance Academy, in Milford, Delaware, was recently awarded an Individual Artist Fellowship from the Delaware Division of the Arts; and

Whereas, Xiques-Arnold was recognized with an Established Professional Award in the area of Dance and Choreography; and

Whereas, Trained at Point Park University, the Joffrey Ballet, North Carolina School of the Arts and the Atlanta Ballet Centre for Dance Education, Xiques-Arnold acquired the newly named First State Dance Academy in Milford, Delaware, nineteen years ago; and

Whereas, Xiques-Arnold has an established resume of dance and choreography and has performed in Annie, My Fair Lady, Hansel and Gretel, 42nd Street, Fiddler on the Roof and Funny Girl with the Empire State Ballet, Atlanta Ballet, Delaware Ballet and Diamond Dance Company.

Whereas, Xiques-Arnold's belief is that dance helps children with their self-confidence, social and mental skills, teamwork, coordination and a feeling of accomplishment and teaches them to take on a challenge and work through it with determination and patience.

Whereas, This award ensures Milford possesses a professional, cutting edge dance studio that has been recognized by the State of Delaware on two occasions with a director, dancer, teacher and choreographer whose work has contributed to the rich culture this City has become known for, by providing a studio that offers proper training and performance experiences.

NOW, THEREFORE, BE IT RESOLVED that, I, Arthur J. Campbell, Mayor of the City of Milford, by virtue of the authority vested in me, do hereby publicly proclaim appreciation and gratitude to Michele Xiques-Arnold for making dance a viable and vital passion within our City and for her contribution and support of the City's adopted moniker "River Town, Art Town, Home Town".

New Employee Introductions

Interim City Manager Mark Whitfield introduced Ricardo Richards, the City's newest Heavy Equipment Operator, hired the first week of February and who is originally from Trinidad and Tobago and now lives in Camden.

He then introduced Bryce Thompson, who is an intern in our Mechanic's Shop and Warehouse. Mr. Thompson is a senior at Milford High School and is working approximately 25 hours per week.

MONTHLY POLICE REPORT

Police Chair Wilson presented the monthly Police Report on behalf of Chief Brown, noting she is very impressed with how busy he remains having to attend sixteen events in January.

Chief Brown added that he was unable to include this in his report due to last week's deadline, but the PR Firm has scheduled two community meetings for the public to review the proposed police station. They have been scheduled on February 25, 2020 and March 10, 2020 beginning at 7:00 pm at the Carlisle Fire Department.

He invited Mayor and City Council to attend.

Councilmember Culotta announced that this was posted on NextDoor.com for those members' information. In addition, it was added to News Break according to Councilmember James.

Solicitor Rutt reminded Mayor and Council that though they are able to attend the community meetings, they can observe, but are unable to participate in any discussion, which could be a potential quorum and FOIA violation.
Councilmember Boyle moved to accept the January 2020 Police Report, seconded by Councilmember Wilson. Motion carried.

MONTHLY CITY MANAGER REPORT

Interim City Manager Whitfield referenced his report adding that his biggest highlight is that for the first time in his tenure at the City, there is no occurrences related to snow in January.
Councilmember Boyle asked how the new business license process is going; Planning Director Rob Pierce was present explaining that initial letters were mailed to existing businesses. They have received some questions that were answered by staff.

He plans to re-evaluate its status before a second follow-up is done.

Councilman Boyle confirmed that the Planning Office is handling the permits and asked if he sees this becoming more of a routine matter that could be handled by Customer Service in the future. Mr. Pierce said that has not been discussed, particularly the positioning of the license. Because his office handles rental licenses, contractors permits, as well as maintain those software programs, it seems more appropriate for his office.

In the meantime, they are hoping to working toward an on-line renewal program for all of those renewals, which would save his staff a great deal of time.

When asked the nature of the questions, Mr. Pierce explained that it was also sent to civic and nonprofits as well, though their fee was going to be waived. The purpose was to collect as much contact information. In addition to those type questions, there is some contractors based in the City and want to make their contractor license does not substitute for their business license.

As a result, it was made clear that any business with a fiscal location should be registered for informational purposes.

Other questions involved insurance brokers and physical locations.

He confirmed there were no concerns related to the content of the application or similar items.

Councilmember Marabello asked the status of the Southeast Second Street utility project, Mr. Whitfield said the project is currently on schedule and approximately half the water service lines have been replaced. A section of the sewer line needs replacing between Marshall and Carlisle Lane, which is a fairly deep line and will require the closing of that roadway for a longer period of time.

In addition, the majority of the concrete work will be scheduled for later in the spring.

Councilmember Brooks moved to accept the City Manager Report, seconded by Councilmember Wilson. Motion carried.

MONTHLY FINANCE REPORT

Finance Chair James reviewed the report for December 2019.

Cash in the general, electric, water, sewer and solid waste bank balances total $9.8 million resulting in a $1.2 million decrease with decreases of $800,000 in electric, $200,000 in general fund and $195,000 in sewer.

The police/government facilities, general improvement fund, municipal street aid and real estate transfer tax shows a budget total of $4.38 million, with the majority of $3.25 million in the real estate transfer tax fund and a balance of $509,000 in municipal street aid.

Expenditures of $132,000 in the economic development fund resulted in a balance of $104,000.

The total balance of all cash, reserves and impact fees is $47.6 million from a previous balance $48.9 million.

Chairman James also noted that the second page of the finance report now shows the fund balances, after the restricted fund and cost of service if one has been completed. General funds, minus restrictive funds, would have available cash balance of $387,000, sewer reserves, minus restrictive funds and cost of service studies result in a negative balance of $11,000. Considering restricted funds in water reserves, show a balance of $4.8 million, though there are future commitments of larger projects.

Electric reserves, minus committed funds and cost of service study, total $4,767,000 available. A placeholder was included of $4.8 million though that is currently being updated.

With 50% of the fiscal year elapsed, revenues are running at 55% of budget.

Chairman James also spoke about some projections, though they are his opinion and not that of the finance department of committee.

At the end of December, expenditures are at 45.6% of budget and again, he projects coming in at 8% below budget, and about the same place as last year this time, or has been consistent for several years.

Councilmember Peel moved to accept the December 2019 Finance Report, seconded by Councilmember Wilson. Motion carried.

COMMITTEE & WARD REPORTS

Fourth Ward

Councilmember James commended the police officer who stopped and removed a trash container in the middle of the street in a heavy wind/storm event and placed it back on the sidewalk so that traffic could continue to flow.

City Manager Selection Committee

Councilmember Morrow asked if a meeting has been scheduled though he does not need an answer tonight. Mayor Campbell said it is on the radar and will be scheduled.

Solicitor Rutt explained that a meeting will be held prior to any applications/resumes being distributed for review due to their confidentiality status and a process established.

COMMUNICATION & CORRESPONDENCE

Milford School District/ELympics Competition

Councilmember Boyle reported that Milford School District recently held its second ELympics District Finals at Lulu M. Ross Elementary School. Participants, from grades one through five, were students for whom English is a second language. The competition, created by two teachers at Lulu Ross Elementary School, gives Milford elementary students a chance to show off their bilingual skills at an academic level by competing in events that included areas such as Spelling, Social Studies, Math, Impromptu Speaking, Story Ordering, Science and Fluency.

He noted the program has caught the attention of State Secretary of Education and Lieutenant Governor, as well as other school districts, who came to observe the program. The goal is to expand the program with a statewide competition in the near future.

Councilmember Boyle encouraged everyone to attend next year.

FY2020-21 Budget Hearings

Interim City Manager Whitfield reminded Council of the upcoming budget hearings and to contact him with any concerns. He noted the goal is to hand the proposed budget to Council by the beginning of May.

Benvenuto Restaurant

Councilmember Marabello reported that even though they have had various affairs over the past few months, they expect to be open fulltime within the next two weeks. The owner, Poncho Johnson, told him the capacity was over 300 people.

UNFINISHED BUSINESS

Adoption/Resolution 2020-04/Solid Waste Rates
Adoption/Resolution 2020-05/Wastewater Rates
Adoption/Resolution 2020-06/Water Rates

Mr. Whitfield recalled that at the December 9, 2019 Council Meeting, Dawn Lund from Utility Financial Solutions briefed Council on the results of the Cost of Service Study for Water, Sewer, and Solid Waste. Based on the study, recommendations for rate adjusts over the next five years were prepared for Council's consideration.

As noted in the study, the rates proposed do not consider an annual Payment In Lieu of Taxes (PILOT) to the General Fund. Additionally, the present and future reserve funds in each utility is necessary for future capital improvement projects necessary for that utility. It is important to note that any utility reserve funds used to fund other projects (outside the utility), would need to be paid back to the utility in order to adequately fund future projects.

Staff recommends the rate adjustment be effective on July 1, 2020. This will provide adequate time to notify customers of the pending rate changes through an insert in the May 2020 utility bills. All other future rate adjustments will be effective on January 1st of the proceeding years.

Based on the Cost of Service study, UFS recommended Residential Solid Waste Rates be increased 4.0% annually over the next five years. Other rates will be adjusted based on the study. Staff recommends the first-year rate be set for July 1, 2020, with remaining years set to be effective January 1st, each year thereafter thru 2024.

Mayor Campbell opened the floor to public comments. No one responded and the public comment period was closed.

Councilmember Boyle moved to adopt Resolution 2020-04 establishing Solid Waste Rates for five years, seconded by Councilmember James:

RESOLUTION 2020-04
SOLID WASTE FEE SCHEDULE

Now, Therefore, be it Resolved by the City of Milford:

BILLING FEES							
Description		*Fee Per Month*	*Fee Per Month effective 07/01/2020*	*Fee Per Month effective 07/01/2021*	*Fee Per Month effective 07/01/2022*	*Fee Per Month effective 07/01/2023*	*Fee Per Month effective 07/01/2024*
Trash, Recycle, Yard Waste Collection	Residential, per unit	$26.00	$27.05	$28.15	$29.30	$30.50	$31.75
	Non-Residential, per unit	$26.00	$27.05	$28.15	$29.30	$30.50	$31.75
	Multi-Unit Rental Complex, 95-gallon, Weekly Collection, per unit	$25.00	$27.05	$28.15	$29.30	$30.50	$31.75
	Multi-Unit Rental Complex, 3 CY, Weekly Collection, per unit	$150.00	$175.00	$200.00	$200.00	$200.00	$200.00
	Multi-Unit Rental Complex, 3 CY, Twice Weekly Collection, per unit	$300.00	$320.65	$370.65	$370.65	$370.65	$370.65
Bulk/Brush Collection	First & Second Request in 12 Months	$0	$0	$0	$0	$0	$0
	Third & After Request in 12 Months, each	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
Additional Container	Trash, each	$5.00	$5.25	$5.50	$5.75	$6.00	$6.25
	Recycle, each	$0	$3.00	$3.75	$4.50	$5.25	$6.00
	Yard Waste, each	$3.00	$3.50	$3.75	$4.00	$4.25	$4.50

Description		*Fee*
Deposit, Rental Unit		$100
At-Door Collection	Commercial, per month	$10
	Special Assistance, per month	$0
Missed Collection	First Request	$0
	After First Request Through 12 Months, per collection	$25
Special Collection Request, per collection		$25
Container Left Curbside After Collection Day, per day		$5
Temporary Suspension of Collection	Container Removal	$35
	Container Return	$35
	Account Reconciliation	$100

PERMITTING FEES	
Description	*Fee*

Private Hauler	License	$150 per year
	Vehicle Registration	$250 per truck, per year

Resolution 2020-04 replaces Resolution 2019-09 in its entirety.

Adopted: February 10, 2020
Effective: July 1, 2020

Motion carried.

Mr. Whitfield noted that based on the Cost of Service study for Water, UFS recommended Sewer Usage Rates be increased 4.9% annually over the next five years. Staff recommends the first-year rate be set for July 1, 2020, with remaining years set to be effective on January 1st each year thereafter, thru 2024.

When Mayor Campbell opened the floor to public comment, Nina Pletcher of 428 South Walnut Street, asked what 4.9% means to the average monthly bill.

The Interim City Manages estimates approximately 81-cents monthly-increase for the average user, per month. He shared that the total increase of all three rates increases is slightly more than $3 a month, for the average user.

Ms. Pletcher recommends that when the letter is sent, the dollar value be included versus the percentage. Mr. Whitfield said that in addition, he wants to provide information on the need for the rate increases which were the result of the number of capital improvement projects needed over the next five year and beyond.

There be no additional persons wishing to speak, Mayor Campbell closed the floor to public comment.

Councilmember Culotta moved to adopt Resolution 2020-05, increasing wastewater rates for the next five years, seconded by Councilmember Peel:

RESOLUTION 2020-05
SEWER FEE SCHEDULE

Now, Therefore, be it Resolved by the City of Milford:

BILLING FEES							
Description		*Fee Per Month*	*Fee Per Month effective 07/01/2020*	*Fee Per Month effective 07/01/2021*	*Fee Per Month effective 07/01/2022*	*Fee Per Month effective 07/01/2023*	*Fee Per Month effective 07/01/2024*
Usage Fee; In-City Users	0-1,000 gallons of metered water consumption	$10.00	$10.49	$11.00	$11.54	$12.11	$12.70
	Over 1,000 gallons of metered water consumption, per 1,000 gallons	$2.78	$2.92	$3.06	$3.21	$3.37	$3.53
	Kent County Sewer Treatment	As determined by Kent County	As determined by Kent County	As determined by Kent County	As determined by Kent County	As determined by Kent County	As determined by Kent County
Usage Fee; Out-of-	0-1,000 gallons of metered water consumption	$15.00	$15.74	$16.51	$17.31	$18.16	$19.05
	Over 1,000 gallons of metered water	$4.17	$4.37	$4.59	$4.81	$5.05	$5.30

City Users	consumption, per 1,000 gallons						
	Kent County Sewer Treatment	As determined by Kent County	As determined by Kent County	As determined by Kent County	As determined by Kent County	As determined by Kent County	As determined by Kent County
Late Utility Payment		1.50%	1.50%	1.50%	1.50%	1.50%	1.50%

PERMITTING FEES		
Description	*Fee*	
Sewer Utility Permit	$10.00	
Sewer Tap/Connection	Actual City cost	
Sewer Inspection	$35 per inspection	
Sewer Re-inspection	$50.00 per inspection	
Impact Fee, Kent County	As determined by Kent County, per EDU	
Impact Fee, City	$1,561 per EDU	Effective July 1, 2019
	$1,623 per EDU	Effective July 1, 2020
	$1,688 per EDU	Effective July 1, 2021
	$1,756 per EDU	Effective July 1, 2022
	$1,826 per EDU	Effective July 1, 2023
	$1,899 per EDU	Effective July 1, 2024
	$1,975 per EDU	Effective July 1, 2025
	$2,054 per EDU	Effective July 1, 2026
	$2,136 per EDU	Effective July 1, 2027

MISC FEES	
Description	*Fee*
Penalties & Fines	Not less than $100 nor more than $1,000 plus cost of prosecution

Resolution 2020-05 replaces Resolution 2019-02 in its entirety.

Adopted: February 10, 2020
Effective: July 1, 2020

Motion carried with no one opposed.

Mr. Whitfield reported that Resolution 2020-06 establishes water usage rate, for the next five years, and based on the Cost of Service study for Water, UFS recommended Water Usage Rates be increased 3.9% annually during that time. Staff recommends the first-year rate be set for July 1, 2020, with remaining years set to be effective on January 1st each year thereafter.

Mayor Campbell opened the floor to public comment; no one responded. The floor was then closed to public comment.

Councilmember Wilson moved to adopt Resolution 2020-06, seconded by Councilmember James:

RESOLUTION 2020-06
WATER FEE SCHEDULE

Now, Therefore, be it Resolved by the City of Milford:

BILLING FEES						
Description	*Fee Per Month*	*Fee Per Month effective 07/01/2020*	*Fee Per Month effective 07/01/2021*	*Fee Per Month effective 07/01/2022*	*Fee Per Month effective 07/01/2023*	*Fee Per Month effective 07/01/2024*

Usage Fee; Residential; In-City Users	0 gallons of metered water		$3.25	$3.38	$3.52	$3.66	$3.80	$3.95
	1-4,000 gallons of metered water consumption, per 1,000 gallons		$3.25	$3.38	$3.52	$3.66	$3.80	$3.95
	4,001-8,000 gallons of metered water consumption, per 1,000 gallons		$3.50	$3.64	$3.79	$3.94	$4.09	$4.26
	Over 8,000 gallons of metered water consumption, per 1,000 gallons		$4.00	$4.16	$4.33	$4.50	$4.68	$4.87
Usage Fee; Residential Out-of-City Users	0 gallons of metered water		$3.25	$3.38	$3.52	$3.66	$3.80	$3.95
	1-4,000 gallons of metered water consumption, per 1,000 gallons		$4.88	$5.08	$5.28	$5.49	$5.71	$5.94
	4,001-8,000 gallons of metered water consumption, per 1,000 gallons		$5.25	$5.46	$5.68	$5.91	$6.14	$6.39
	Over 8,000 gallons of metered water consumption, per 1,000 gallons		$6.00	$6.24	$6.49	$6.75	$7.02	$7.30
Usage Fee; Commercial	1" meter	Up to 10,000 gallons	$32.50	$33.80	$35.15	$36.56	$38.02	$39.54
		10,001-31M gallons, per 1,000 gallons	$2.60	$2.70	$2.81	$2.92	$3.04	$3.16
		Over 31M gallons, per 1,000 gallons	$3.25	$3.38	$3.52	$3.66	$3.80	$3.95
	1.25" meter	Up to 15,000 gallons	$48.75	$50.70	$52.73	$54.84	$57.03	$59.31
		15,001-31M gallons, per 1,000 gallons	$2.60	$2.70	$2.81	$2.92	$3.04	$3.16
		Over 31M gallons, per 1,000 gallons	$3.25	$3.38	$3.52	$3.66	$3.80	$3.95
	1.5" meter	Up to 25,000 gallons	$81.25	$84.50	$87.88	$91.40	$95.05	$98.85
		25,001-31M gallons, per 1,000 gallons	$2.60	$2.70	$2.81	$2.92	$3.04	$3.16
		Over 31M gallons, per 1,000 gallons	$3.25	$3.38	$3.52	$3.66	$3.80	$3.95
	2" meter	Up to 50,000 gallons	$162.50	$169.00	$175.76	$182.79	$190.10	$197.71

		50,001-31M gallons, per 1,000 gallons	$2.60	$2.70	$2.81	$2.92	$3.04	$3.16
		Over 31M gallons, per 1,000 gallons	$3.25	$3.38	$3.52	$3.66	$3.80	$3.95
	3" meter	Up to 125,000 gallons	$406.25	$422.50	$439.40	$456.98	$475.26	$494.27
		125,001-31M gallons, per 1,000 gallons	$2.60	$2.70	$2.81	$2.92	$3.04	$3.16
		Over 31M gallons, per 1,000 gallons	$3.25	$3.38	$3.52	$3.66	$3.80	$3.95
	4" meter	Up to 300,000 gallons	$975.00	$1,014.00	$1,054.56	$1,096.74	$1,140.61	$1,186.24
		300,001-31M gallons, per 1,000 gallons	$2.60	$2.70	$2.81	$2.92	$3.04	$3.16
		Over 31M gallons, per 1,000 gallons	$3.25	$3.38	$3.52	$3.66	$3.80	$3.95
	6" meter	Up to 800,000 gallons	$2,600.00	$2,704.00	$2,812.16	$2,924.65	$3,041.63	$3,163.30
		800,001-31M gallons, per 1,000 gallons	$2.60	$2.70	$2.81	$2.92	$3.04	$3.16
		Over 31M gallons, per 1,000 gallons	$3.25	$3.38	$3.52	$3.66	$3.80	$3.95
	8" meter	Up to 1.2M gallons	$3,900.00	$4,056.00	$4,218.24	$4,386.97	$4,562.45	$4,744.95
		1.21M-31M gallons, per 1,000 gallons	$2.60	$2.70	$2.81	$2.92	$3.04	$3.16
		Over 31M gallons, per 1,000 gallons	$3.25	$3.38	$3.52	$3.66	$3.80	$3.95
	10" meter	Up to 1.6M gallons	$5,200.00	$5,408.00	$5,624.32	$5,849.29	$6,083.26	$6,326.60
		1.61M-31M gallons	$2.60	$2.70	$2.81	$2.92	$3.04	$3.16
		Over 31M gallons, per 1,000 gallons	$3.25	$3.38	$3.52	$3.66	$3.80	$3.95
	12" meter	Up to 2M gallons	$6,500.00	$6,760.00	$7,030.40	$7,311.62	$7,604.08	$7,908.24
		2.1M-31M gallons, per 1,000 gallons	$2.60	$2.70	$2.81	$2.92	$3.04	$3.16
		Over 31M gallons, per 1,000 gallons	$3.25	$3.38	$3.52	$3.66	$3.80	$3.95

Description	*Fee*
Temporary Water Usage	$50.00 per day, plus $4.00 per 1,000 gallons, per month
Fire Line/Hydrant, Private Availability	$15.00 per month

Late Utility Payment		1.50% per month
Water Tampering		$250.00 per occurrence
Water Account Set Up		$50.00 each
Water Service Re-connection		$50.00 per occurrence
Service Call; during normal business hours		$50.00 per occurrence
Service Call; after normal business hours		$100.00 per occurrence
Water Meter Testing		$100.00 per occurrence
PERMITTING FEES		
Description		*Fee*
Water Tap/Connection Permit		$10.00
Water Tap/Connection		Actual City cost
Water Line Installation		Actual City cost, plus 10%
Water Line Inspection		$35.00
Water Line Re-inspection		$50.00
Water Meter	Residential, 1”	$200.00
	Commercial, 1”	$350.00
	Over 1”	Calculated on individual basis
Water Meter Installation		$35.00
Fire Line	2” line size	$2,500
	4” line size	$3,000
	6” line size	$3,500
	8” line size	$4,000
	10” line size	$6,000
Impact Fee, Irrigation		Equal to current City Impact Fee
Impact Fee, City	$2,954 per EDU	Effective July 1, 2019
	$3,072 per EDU	Effective July 1, 2020
	$3,195 per EDU	Effective July 1, 2021
	$3,323 per EDU	Effective July 1, 2022
	$3,456 per EDU	Effective July 1, 2023
	$3,594 per EDU	Effective July 1, 2024
	$3,738 per EDU	Effective July 1, 2025
	$3,887 per EDU	Effective July 1, 2026
	$4,043 per EDU	Effective July 1, 2027
MISC FEES		
Description		*Fee*
Penalties & Fines		Not less than $50 nor more than $1,000 plus cost of prosecution

Resolution 2020-06 replaces Resolution 2019-11 in its entirety.

Adopted: February 10, 2020
Effective: July 1, 2020

Motion carried with no one opposed.

NEW BUSINESS

Authorization/FY19-20 Budget Adjustment/Administration Department/City Hall Building Maintenance

Interim City Manager Whitfield reported that $3,000 was budgeted for City Hall Building Maintenance for FY20 and has been invoiced $2,834 thus far in the fiscal year, leaving a balance of $166. Additional unexpected repairs are needed to the boiler, as well as the server room fire line compressor totaling $6,732.

Councilmember Morrow moved for the authorization of a budget transfer from General Fund Reserves to City Hall Building Maintenance Account 225-6320-481.40-31 in the amount of $7,566 to cover the current unexpected building maintenance costs, which will leave a $1,000 balance for the remainder of Fiscal Year 2020. Motion seconded by Councilmember James and carried.

Funding Appropriation/Residential Inspection Services

Planning Director Pierce recalled that in January 2018, City Council appropriated $131,200 from General Fund Reserves and authorized the Mayor to execute a contract with First State Inspection Agency for residential rental inspection services through the end of the 2019 calendar year. To date, the City has $59,950 remaining from the original appropriation.

It is anticipated that one of the code enforcement officials will need a leave of absence during the upcoming Months, which will place an unexpected burden on the department to complete the 2020 residential rental inspections and fulfill other property maintenance and code enforcement responsibilities.

Staff is seeking approval from City Council to utilize the remaining funds originally appropriated in 2018 and continue the contract with FSIA for rental inspection services through the 2020 calendar year. The fee schedule for the FSIA contract will remain the same, with a cost of $50 per inspection.

When asked when the leave may leave, Mr. Pierce anticipates another eight weeks. However, some of the inspections can be postponed if Council prefers. However, he felt that with the funds leftover last year, it would be appropriate to use them this year. The original appropriation from City Council was only good through the end of 2019 and the reason Council needs to authorize the funding this fiscal year, though the money is available.

Mr. Pierce anticipates 400 to 500 inspections this year, as they begin performing them by ward each year. That should reduce the overall costs.

Councilmember Peel moved to authorize the remaining $59,950, appropriated in 2018, fore residential rental inspection services with First State Inspection Agency, to carryover through the 2020 calendar year, seconded by Councilmember Boyle. Motion carried with no one opposed.

Authorization/Enterprise Resource Planning Process/New Financial System Software
Authorization/Information Technology Office/Functions Assessment

Mr. Whitfield reported that toward the end of last year, the former City Manager had begun a search for a new IT Director. After some internal discussions after the first of the year, he put the brakes on that idea and felt there was a need to review our true needs and decide the direction the City should go.

Some of the issues involve:

Financial System: The present financial system, NaviLine CentralSquare, was purchased in the early 2000s (Superior THE error). While the software works, CentralSquare's main focus is on Public Safety software, and has decided there would be no further development and enhancements to the financial software package.

The City spends about $120,000 annually on CentralSquare software support. The system presently is installed on City owned AS400 servers. An analysis of moving to an Edmunds cloud-based software system would result in a significant annual savings of approximately $80,000 per year.

The present CentralSquare system also lacks the ability to create various reports, specifically requested by members of the public and Council. CentralSquare requires the use of Cognos, a separate software, to do reports, which requires assistance from CentralSquare support to build.

Other Systems: The City has numerous other systems, some of which are integrated, others which are stand-alone systems. Some of the larger systems are the AMI metering system, SCADA (supervisory control and data acquisition) system, GIS

(geographical information system), warehouse inventory and control, fleet management, fuel monitoring system, refuse monitoring system, and others. An evaluation of the compatibility and integration of these systems is warranted.

For these reasons, as well as others, staff recommends consideration be made for investing in a new ERP Software System.

ERP Process: Many municipalities and companies, prior to investing in a financial software package, go through an ERP process. ERP is an acronym for Enterprise Resource Planning; a term that is used for business management systems which are designed to integrate the data sources and processes of an entire organization into a unified system. In short, a consultant typically spends time analyzing the municipalities business processes, then makes a recommendation on systems that meet the needs of the municipality. Typically, the consultant will provide the municipality with the bid specifications, as well as overseeing the bids and evaluation of the bids, to ensure the municipalities needs are being met with the proposed system. Depending on the needs and requirements of the municipality, in-house hosting or cloud-based hosting would be determined.

The ERP consultant, in general, ensures the streamlining of business practices and the integration of all the City's software systems are met. The rough cost of an ERP process is between $50,000 to $65,000.
IT Assessment: Late last year, the City Manager recommended the hiring of an IT Director. While the position may be needed, the skills and abilities of the Director were somewhat vague. I recommend an overall assessment of all IT functions across the City need be identified, along with specific skills and abilities to operate those systems.

Additionally, moving to cloud-based computing could reduce the need for future staff. For those reasons, the abilities and responsibilities of the present IT staff need to be evaluated, and decisions made on what IT support staff is needed for the future. Lastly, certain IT functions scattered throughout various jobs within the City, that could be handled more efficiently through an IT department. Just one example of this is the GIS Technician. The IT Assessment is estimated to cost between $25,000 and $30,000.

Additionally, the two employees in our IT Department have indicated their interest in retiring within the same 12 to 18 months. As a result, at some point in time, there is a need to evaluate that department.

Mr. Whitfield hopes for feedback from Council and he will proceed accordingly.

Councilman James said he recently sent live, after going through this same process. One of the benefits will be the documentation of the process and procedure if the correct consultant is selected. There may be better practices that can be adopted to become more efficient.

In addition to selecting the system, having the right implementation partner is important that is not always the consultant. In addition to selecting the correct software, their consultant was able to manage the implementation partner. That partner was very important because their daily work could not stop to manage the process, so that burden is placed on them.

Councilman James also recalled earlier conversations with the City Manage during the first couple weeks he was a Councilmember and in particular, what was preventing better finance reports from being developed. The answer was always the same—the system would not do it. Therefore, this will make the system much more efficient. And perhaps the systems may be able to be integrated though that is not always the case. Regardless, it will provide one point of financial truth versus having reports from multiple systems.

Councilman Culotta also pointed out that when this system was first implemented, technology has come a long way. The cost savings alone, whether it will be cloud based or some other way to tie the systems together, will allow that data to be parched, thus resulting in better and more accurate decisions. He agrees it is vital and would like for Council to observe where this software currently stands and how hard it is for some employees to do their jobs because of transferring info from two different systems.

Councilmember Peel agrees adding that just shifting to cloud based would be an $80,000 savings a year. And not being able to export to EXCEL is madness, in her opinion. She also recently experienced the process mapping and reiterates that logistics management is extremely important for internal processes and how to be more efficient, in addition to

providing better communication with customers and residents. Whether it involves customer service or permitting, she feels it is important that everyone is on the same page with the same information available.

IT Employee Dave Stover was in attendance and emphasized that the current system does allow exporting to EXCEL. Mr. Pierce added that previously, it was not possible, but the system now allows it.

It was agreed that by relying on a cloud-based system, will relieve the hardware system, in addition to the program being automatically updated.

Mr. Stover then pointed out that when relying on a cloud base, there is a need to rely on their connectivity. The connection speed and throughput of data will be sacrificed with the cloud.

He said that it has been a very long time since our employees have been unable to get to the data. The fiber that connects the entire City is a great engineer.

Mr. Stover asked Council to keep in mind that if the City goes to the cloud, we will be at the mercy of the connection between you and the internet.

Councilman James said that point is well taken, but the studies that have been done by one of the best consulting groups, Gartner Group. The cloud base solutions, because of the requirements of redundancy and the documentation, basically have mastered this by being up and running, resulting in a better and cheaper solution, than can be done in house. The risk is not there anymore.

Councilmember Culotta agreed with Mr. James, stating that the biggest risk is security. The dollars saved on cloud efficiency can be put back into network improvement where 5G is going right now.

Mr. Whitfield stated that in lieu of hiring someone immediately that may cost $100,000 a year for x number of years and while this is expensive, he believes it is money worth spent before we move to the next step. As a result, he will put a proposal together for a consultant to evaluate our needs, which can be reviewed by City Council.

Authorization/Surface Water Study Matching DNREC Grant/NE Fourth Street and N Walnut Street

Interim City Manager reported that in August 2019, ICMA Fellow Christine Hoh prepared a Surface Water Matching Planning Grant application to DNREC to address the ongoing issue of flooding on North Walnut Street, just south of Northeast Fourth Street. The flooding is believed to be caused by increased storm water run-off to the north and west ends, inadequate drain inlets in the area, and inadequate pipe capacity to the east and south. Flooding in the area includes structural flooding of several houses, property flooding, and has resulted in damage to property, structures, vehicles, and personal property.

The flooding also causes significant issues with inflow and infiltration of the sanitary sewer system, which increases our Kent County sewage treatment costs. Many times, the only relief to the flood conditions is through the sanitary sewer system. The planning grant is for $100,000 and half comes from DNREC and the other half is to be paid for by the City.

Most of the cost of the planning grant will be for an engineering consultant. The engineering consultant will be responsible for surveying the existing infrastructure, define and analyze the limits of the watershed, complete a watershed and drainage analysis and model, make a recommendation for drainage improvements to alleviate structural flooding, make recommendations on methods to improve storm water quality, and develop a plan of action of how to implement the recommendations. The planning process is expected to take about 18 months.

He recommends using $50,000 from sewer reserves would be money well spent when considering the money that is being paid for surface water going into the sanitary sewer system.

Councilmember James recalled receiving related complaints from the residents in that area.

Councilmember Peel moved to authorize the Mayor to execute the DNREC Surface Water Matching Grant Agreement, seconded by Councilmember James. Motion carried.

Councilmember moved to authorize the use of $50,000 from Sanitary Sewer Reserves for the City's portion of the DNREC Surface Water Matching Grant Project, seconded by Councilmember James. Motion carried.

Proposed Police Department Building Funding Options

Interim City Manager Whitfield shared that earlier this evening, the Public Works and Finance Committee meeting discussed the proposed funding options for the new police department. As a result, a Special Workshop has been scheduled for City Council next Tuesday, February 18, 2020 at 5:30 pm for continued discussions.

Several decisions need to be made with regard to the financing of the new police station.

Councilmember Boyle confirmed that Finance Director Portmann will be here to participate in the discussion and that he would like a laydown of the status of reserve funds, including obligated, non-obligated and committed funds, in addition to five and ten-year projected costs.

He feels that is required for Council to make an informed decision. Councilmember Culotta agreed.

Councilmember James referenced the second page of the Finance Report that now includes the gross amount, amount appropriated and the amount the cost of service requires, based on the five-year projection and gives the net available.

He recalled covering that in his review of the finance report but can be seen in the monthly packet.

Councilmember James is confident that Mr. Portmann can provide any further explanation during that meeting.

Councilmember Boyle would like an explanation of the large amount that appears to be in reserves and most people believe the City has a lot of money in reserves. He would like a detailed explanation so Council understands those funds in order to properly defend those accounts.

ADJOURNMENT

There being no further business, Councilmember Culotta moved to adjourn the Council Meeting, seconded by Councilmember Boyle. Motion carried.

Mayor Campbell adjourned the Council Meeting at 8:14 pm.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
February 24, 2020

A Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Monday, February 24, 2020.

PRESIDING: Mayor Archie Campbell

IN ATTENDANCE: Councilpersons Daniel Marabello, Mike Boyle, Lisa Peel, Todd Culotta, Owen Brooks Jr., Douglas Morrow, Jason James Sr. and Katrina Wilson

STAFF: Interim City Manager Mark Whitfield, Police Chief Kenneth Brown and Deputy City Clerk Christine Crouch

COUNSEL: Assistant Solicitor James Sharp, Esquire

CALL TO ORDER

Mayor Campbell called the Council meeting to order at 7:02 p.m.

INVOCATION AND PLEDGE

The Pledge of Allegiance, followed the invocation was given by Councilmember Wilson.

PUBLIC HEARINGS

Ordinance 2019-30
Milford Marina Enterprises LLC for a Conditional Use for a Planned Unit Development and a Preliminary Major Subdivision on 40.35 +/- acres in R3 (Garden Apartment and Townhouse) and C3 (Highway Commercial) Zoning Districts. Property is located on the south of Cedar Beach Road, east of Beaver Dam Road and west of State Route 1, Milford, Delaware. Present Use: Vacant Land; Proposed Use: 101 Single Family units and 30 Townhouse units for a total of 131-unit subdivision to be known as Knight Crossing. Tax Map 3-30-7.00-035.00, 036.00 & 037.00 (portions)

Planning Director Rob Pierce provided a synopsis of the application.

He informed City Council the applicant proposes to construct a 131-unit residential Planned Unit Development to be known as Knight Crossing. The development would consist of 101 single-family detached condominiums and 30 townhouse condominiums.

The applicant is seeking conditional use approval for the Planned Unit Development with the specific requested deviations outlined in Section II of the staff report. The applicant is also seeking Preliminary Major Subdivision approval.

Based on the information presented, the City of Milford Code and the Comprehensive Plan, the following information was provided:

Evaluation based on "Criteria for Planned Unit Residential Development" as provided in Chapter 230-48.1

Permitted Uses. Uses, accessory uses and signs permitted in any residential district shall be permitted in accordance with the additional requirement and provisions of the article. The proposed single-family detached and townhouse uses are permitted within the City's residential districts and meet this requirement.

Minimum requirements, area and width. In a planned unit residential development, minimum lot area and width may be less than that required by the district regulations, except that no single family lot shall be less than 4,000 square feet in area nor less than 40 feet in width. The width of the lot shall be between lot lines at the front building setback line as determined by the Planning Commission.

The proposed subdivision is a planned condominium arrangement where the dwelling units are constructed on common grounds owned by the condominium association. The typical single-family detached condominium layout is 50' wide by 100' deep, which equals a lot area of approximately 5,000 square feet. The typical townhouse layout 24' wide by 75' deep, which equals a lot area of approximately 1,800 square feet. Lot requirements are listed in the data column on the title sheet for each unit type.

Density. A planned unit residential development is not intended to increase density, but to allow flexibility in the design of the number of dwelling units permitted. If a parcel or parcels have more than one zoning classification, the total permitted density may be located throughout the parcel or parcels. The total permitted density shall be determined by dividing the net development area by the minimum lot area per dwelling unit required by the zoning district in which the land is located. Net development area shall be determined by subtracting 25% of the gross area. Gross area shall not include any wetlands, floodway or similar area not suitable for building as determined by the Planning Commission.

The data column on the PUD sheet shows the density calculation. The total site contains 25.80 +/- acres, which has a net developable area of 19.31 +/- acres. 131 dwelling units divided by 19.31 acres equals a project density of 6.78 dwelling units per acre.

Other requirements. Off-street parking, parking beneath buildings, front, side and rear setbacks, landscaping and buffering, lot coverage, number of units per building and building separation shall be as determined by the Planning Commission. Maximum height shall not exceed 48 feet and four stories maximum.

The applicant is seeking the following deviations from Chapter 230 and Chapter 200:

Chapter 200-5(A)(14) – Reduction in the right of way requirement for the townhouse area from 60' to 50' and a reduction of the pavement width for the townhouse area from 30' to 24'.

Chapter 200-5(A)(16) – Waiver of the requirement to install a 100' right of way cul-de-sac with a 76' diameter paved section on Knight Court. The developer wishes to install a "T" turnaround.

Chapter 200-5(A)(16) – Allow the construction of Knight Court as a dead-end street that is longer than the maximum length allowed of 400 feet.

Chapter 200-5(D)(3) – Allow a reduction in the block width from 275 feet to 250 feet.

Chapter 200-5(E)(4) – Requesting only one front yard setback for a corner lot and then a ½ setback for the other front yard.

Chapter 230-11(B)(1)(a)(2) – Allow an increase in the maximum lot coverage from 45% to 52%.

Chapter 230-11(B)(1)(a)(5) - Allow a reduction in the front yard setback from 30 feet to 20 feet.

Chapter 230-11(B)(1)(a)(6) - Allow a reduction in the side yard setback from 8 feet to 5 feet on each side.

Chapter 200-5(e)(6) – Allow a 25-foot setback for Lots 1-6 between the building envelope and the proposed planted buffer along Beaver Dam Road.

No neighborhood commercial is proposed for this project. The site is adjacent to 14.84 +/- acres of C-3 Highway Commercial land.

A minimum of 400 square feet per unit shall be designated as open space subject to the recreational use. Recreational use requirement – 50% of the required open space shall be set aside for recreation use.

With a total of 131 dwelling units, the project requires 1.20 acres of open space of which 0.6 acres must be designated recreational open space. The development provides 4.74 acres of open space of which 1.42 acres are designated as recreational open space. The proposed recreational open space includes a community clubhouse and swimming pool.

The Preliminary Site Plans have been reviewed for compliance with the City's construction standards and specifications. The applicant is required to construct a water main through the proposed subdivision. The applicant is required to enter into a cost sharing agreement with the Windward on the River developer to construct a regional sanitary sewer pumping station and associated force main. The Knight Crossing project will be served by a gravity sanitary sewer.

Obtained approvals or no objection letters from DelDOT, State Fire Marshal's Office, Sussex Conservation District, DNREC WPCC and DHSS;

The Planning Commission held a Public Hearing on the matter on December 17, 2019, and recommended all waivers with exception of the following two requests:

Chapter 200-5(A)(14) – Reduction in the right of way requirement for the townhouse area from 60' to 50' and a reduction of the pavement width for the townhouse area from 30' to 24'.

Chapter 230-11(B)(1)(a)(6) - Allow a reduction in the side yard setback from eight to five feet on each side

Mr. Pierce noted the application was properly advertised in the Milford Beacon in November 2019 and all property owners within 200 feet mailed a copy of the public notice.

Ben Kulp with Duffield Associates and Don Lockwood of Milford Marina Enterprises represented the application.

Mr. Kulp confirmed the comments made by Mr. Pierce reiterating their plans are to develop a total of 131 units comprised of 30 townhomes and 101 single family units in a PUD and a condo-style development. Individual ownership is just of the unit itself and a maintenance corporation will oversee the open areas and lots.

The road widths within the development will be 25 feet wide per Milford's Code. The right-side road, in front of the townhomes, will be widened to 30 feet to meet the Code with plans for a 50-foot right-of-way. They are requesting a reduction of 10-feet in the right-of-way and not a full reduction of the roadway.

He confirmed that has been addressed since the Planning Commission meeting.

The other item the Planning Commission recommended denial was the five-foot side yard setback. Since then, the layout has been approved by the State Fire Marshal, which should appease any concern the homes may be too close.

The utilities on site will be owned and maintained by the City of Milford. The two entrances onto Beaver Dam Road will be reviewed and approved by DelDOT.

The plan contains a community center for private use by the owners of the units.

Mr. Pierce confirmed the minimum side yard setback for an R2 or R3 is eight feet from the property line.

When asked what impact not being granted the waiver would have, Mr. Kulp explained it will reduce the number of units by approximately twenty.

Mr. Lockwood added that when they first applied and received the change of zone on the advice of Mr. Pierce, they agreed it was the best way to accomplish the goal of this particular plan. They have also done this type of detached condominium in the Rehoboth Beach area after which it was very successful.

He emphasized that these are not really lot lines because this is a condominium association, which means it is an all-inclusive type facility for maintenance, and so forth.

In addition, Mr. Lockwood said they met the fire marshal concerns, noting that Milford Ponds were also given waivers of five foot versus eight.

When asked the risk of the 10-foot reduction, Mr. Pierce explained the City Code requires the 60 foot to provide adequate area for utilities to be constructed across the front. He agrees there have been reduced right-of-way in other subdivisions previously approved, but it is a waiver that must be granted by City Council and the Planning Commission.

Interim City Manager Whitfield added that they would need to consider what type of utilities will be installed in the right-of-way, their depth and relationship to sidewalks. He also noted the other issue is sidewalks and whether they abut the curb, adding that Milford Ponds has a bit of a setback with their sidewalks. All of which would need to be considered.

Mr. Kulp confirmed the sidewalks are throughout the entire development.

In addition to the two parking spaces per unit, Mr. Kulp reported there are 23 additional or overflow spaces.

Councilman Marabello confirmed that is based on the driveway and garage areas.

Mr. Kulp explained that is another advantage to having the roadway widened and using one side of the street for parking would prevent any hinderance to traffic flow.

Eight spaces will be provided at the pool. It was also emphasized this is considered a walking development.

Councilmember Boyle feels that squeezing property lines and other areas to allow for more houses, ends up being a detriment to the homeowners. The result is a community with insufficient parking. He understands there is a garage and that is counted as a parking spot. A couple that moves into a house with a teenager, typically owns two to three cars plus.

Councilman Boyle also expressed concern about the difficulty getting emergency equipment deployed and through the streets because they are congested and narrow. In his community, they agreed to eliminate on-street parking at night for that exact reason.

He has lived in townhouse communities and has always found the biggest issue is lack of parking.

Councilmember Boyle understands that they have met the requirement, but he recommends the City review its current standards which he feels are incompatible with today's lifestyle. He agrees townhouses are a nice way of living and are becoming more prevalent, but parking remains a problem.

Because of that, Councilmember Boyle has concerns with parking and some of the waivers being requested. He feels there is sufficient room to make a very nice community and does not want that to deteriorate into another crowded community. He suggested looking at a couple other communities in Milford that are already facing parking issues and are not yet built out.

It was confirmed this subdivision was built to appeal to 55 plus and all homes will have two-car garages, which creates four spots per single family unit and is adequate for those demographics according to Mr. Kulp.

Because this will include a mixture of basements and non-basements homes, Councilman Marabello worries that people may be using their garage for additional living space/storage which nullifies the use of the garage.

Councilman James pointed out that Council has the responsibility to understand the code, though Councilmembers do not always have to agree with a concept. A plan that meets all the requirements in the City Code needs very serious consideration, in his opinion. However, a waiver is another subject.

He also does not want to legislate how someone lives in their home.

Mr. Pierce then reported that based on their comments regarding the right-of-way and road width reductions, they are willing to give the pavement width required by code for both the townhouse and the single-family area. They are only seeking a reduction in the public right-of-way.

He verified the plan meets the parking requirements, based on the code and the reduction applies to the right-of-way of 60 to 50 feet, and the side setback from a 16 feet separation to 10 feet. All other deviations, as allowed in the subdivision chapter or the PUD code, were recommended by the Planning Commission.

Councilman Culotta disagrees with Councilman Boyle's concern about cluttered subdivision with lack of parking and narrow streets; however, the City Code has been reviewed and analyzed and he thinks the reductions the developer is asking for are not big deals considering what they are providing for the City.

Councilmember Wilson reminded Council to be careful when questions are raised on new projects, when similar projects have already been approved with similar waivers.

Councilmember Boyle agrees though he thinks we may be able to learn from prior shortcomings and address them through corrections. He reiterated that parking is a concern and he has personally experienced that and suggests Council look closely and analyze those numbers per household, which needs to be addressed at some point.

Councilmember Culotta also pointed out that if we require the developer to comply with the 8 feet side yard setback, that would reduce their footprint by 22 units. He believes that will impact affordable housing because of the amount of money needed to develop the land. He emphasized that the less units they build, the smaller return the developer receives. That means a higher per unit cost to the consumer.

When asked the anticipated cost, Mr. Lockwood said they plan to start selling condos in the high $100's and the single family detached will be $250,000 to $400,000.

Councilman James said he does not want to get into the economics of the developer's return on the investment because that could change due to a number of factors. He believes that is up to the developer and his concern is whether or not this is appropriate for the City of Milford and whether it is a benefit to add more housing.

Mr. Lockwood said their goal is to provide a very nice development, a successful project, and a business model they are comfortable presenting to Council.

Mayor Campbell then opened the floor to public comment. No one responded. The floor was then closed.

Assistant Solicitor Sharp reminded Council there were two waivers the Planning Commission did not recommend approval and a vote of six would be needed to overturn the recommendation(s).

Councilman Boyle moved to adopt Ordinance 2019-30, and approve the waiver recommendations made by the Planning Commission, as noted below, seconded by Councilmember Marabello:

Chapter 200-5(A)(16) – Waiver of the requirement to install a 100' right of way cul-de-sac with a 76' diameter paved section on Knight Court. The developer wishes to install a "T" turnaround.

Chapter 200-5(A)(16) – Allow the construction of Knight Court as a dead-end street that is longer than the maximum length allowed of 400 feet.

Chapter 200-5(D)(3) – Allow a reduction in the block width from 275 feet to 250 feet.

Chapter 200-5(E)(4) – Requesting only one front yard setback for a corner lot and then a ½ setback for the other front yard.

Chapter 230-11(B)(1)(a)(2) – Allow an increase in the maximum lot coverage from 45% to 52%.

Chapter 230-11(B)(1)(a)(5) - Allow a reduction in the front yard setback from 30 feet to 20 feet.

Chapter 200-5(e)(6) – Allow a 25-foot setback for Lots 1-6 between the building envelope and the proposed planted buffer along Beaver Dam Road.

Motion carried by roll call vote.

Councilmembers James and Wilson both stated their yes vote was based on the recommendation for the favorable waivers made by the Planning Commission.

Councilmember Culotta moved to authorize the following two waivers, as requested by the developer:

Chapter 200-5(A)(14) – Reduction in the right of way requirement for the townhouse area from 60' to 50' and a reduction of the pavement width for the townhouse area from 30' to 24'.

Chapter 230-11(B)(1)(a)(6) - Allow a reduction in the side yard setback from 8 feet to 5 feet on each side.

Motion seconded by Councilmember Wilson. The following roll call was taken:

No	Yes
Marabello	Culotta
Boyle	Brooks
Peel	Morrow
	James
	Wilson

Motion failed by a 5-3 vote, for lack of a two-thirds majority.

Because of its denial, Councilmember Culotta separated the two issues. He then moved to authorize the following waiver, as requested by the developer:

Chapter 200-5(A)(14) – Reduction in the right of way requirement for the townhouse area from 60' to 50' and a reduction of the pavement width for the townhouse area from 30' to 24'.

Motion seconded by Councilmember Wilson and carried by a super majority vote to reverse the decision of the Planning Commission:

No	Yes
Marabello	Boyle
Peel	Culotta
	Brooks
	Morrow
	James
	Wilson

Motion to authorize the following waiver, as requested by the developer, made by Councilmember Culotta, seconded by Councilmember Wilson:

Chapter 230-11(B)(1)(a)(6) - Allow a reduction in the side yard setback from 8 feet to 5 feet on each side.

No	Yes
Marabello	Culotta
Boyle	Brooks
Peel	Morrow
	James

Wilson

Motion failed for lack of a two-thirds majority (six votes):

Assistant Solicitor Sharp confirmed the result of the vote that will allow the developer to proceed with the waivers, other than the that of Chapter 230-11(B)(1)(a)(6) - Allowing a reduction in the side yard setback from 8 feet to 5 feet on each side, which was denied.

Ordinance 2019-41
Change of Zone/Lands Belonging to Coranado Treasures LTD/1017 S DuPont Blvd, Milford, DE 19963/ 2.84 +/- Acres/Current Zone OB1/Proposed Zone C3/Tax Map 1-30-3.19-013.00

Planning Director Pierce again reviewed the application and recalled the in-depth conversation that occurred at the last meeting. Unfortunately, the applicant was not in attendance and the public hearing postponed until this evening.

The applicant proposes to change the zoning designation of the above referenced parcel from OB-1 (Office Building) to C-3 (Highway Commercial). Any proposed use would be subject to the City Code, specifically the use and area regulations adopted at the time of application.

The Change of Zone request is consistent with the 2018 Comprehensive Plan Future Land Use maps which designates the property as Commercial, for which C-3 (Highway Commercial) is suitable. The Comprehensive Plan States Highway Commercial zones should be located along major transportation routes, including DE 1, US 113, Route 14 and Business 1.

US 113/South Dupont Boulevard is a State-maintained roadway and is considered a principal arterial road according to DelDOT's functional classification map. Site access and entrance improvements would be reviewed and approved by DelDOT as part of the site plan approval process.

The properties to the north and south are both zoned R-1/Single-Family Residential district and each contains a single-family detached dwelling. The property to the east is zoned R-3/Garden Apartment and Townhouse District and will contain future townhouses within the Simpsons Crossing Planned Unit Development. The property to the west, across US Route 113, is zoned R-3 and is part of the Cypress Hall Residential Planned Unit Development.

All properties within 200 feet were mailed a copy of the public notice, which was also advertised in the Milford Beacon on November 27, 2019.

He also recalled the email read into the record at the January 27th meeting, from the adjacent property owner who was opposed to the change of zone application.

The Planning Commission recommended approval of the change of zone application at their December meeting by a unanimous vote.

Mr. Pierce confirmed this property is approximately 3,500 feet south of the site of the proposed convenience store that was previously denied by City Council.

Applicant Dr. Domingo Avado and his wife were both in attendance. Dr. Aviado explained they originally purchased the property to have a medical office. However, he has since moved away from Milford and now they recognize the commercial value of the property, though it has not yet been placed on the market.

They did observe the area and the several areas being developed. He feels that transferring the zoning to commercial C3 will open many more opportunities for the City.

Mayor Campbell opened the floor to public comment; no one responded. The floor was closed.

Councilmember Boyle moved to adopt Ordinance 2019-41, authorizing the Change of Zone from R1 to C3 at 1017 South DuPont Blvd, seconded by Councilmember James. Motion carried by unanimous roll call vote:

Marabello-yes, based on the ruling of the Planning Commission.
Boyle-yes, stating the change of zone is consistent with the 2018 Comprehensive Plan and will meet the requirements of Chapter 230.
Peel-yes, based on the Comprehensive Plan.
Culotta-yes.
Brooks-yes, based on the Comprehensive Plan.
Morrow-yes, because it aligns with the Comprehensive Plan and the recommendation of the Planning Commission.
James-yes, it is consistent with the Comprehensive Plan.
Wilson-yes, based on the Comprehensive Plan.

COMMUNICATIONS & CORRESPONDENCE

Community Cleanup Day

Councilmember Boyle reported the Chamber of Commerce and the City have partnered in sponsoring a Community Wide Cleanup Day on April 4th. They have asked for 200 volunteers. The City will also provide materials and equipment. He encouraged neighborhoods and civic groups to participate.

Any questions should be directed to Local Government Management Fellow Christine Hoh at the City of Milford.

Ms. Hoh was in attendance and was asked if this will replace the previous cleanup day that Perdue sponsored last year. She explained it is somewhat putting the two events together and Perdue has been asked to participate.

Park and Recreation's RJ Skinner will be overseeing the project, similar to what has been done in the past.

Carlisle Fire Company

When asked if the Carlisle Fire Company has received their annual allotment, Mayor Campbell explained it is still in the hands of their attorney and Solicitor Rutt's office. It was determined that the fire company always signed an agreement with the City after the first of the calendar year, after which the check was released.

Marvin Sharp agreed to follow up with Solicitor Rutt.

UNFINISHED BUSINESS

Annexation Committee Report-First Baptist Church Petition

Mr. Pierce referred to the following report of the Annexation Committee report:

A public meeting was held in Council Chambers on February 10, 2020 to consider the annexation request for lands described as:

Property Owner: First Baptist Church of Milford
Location: 6044 Old Shawnee Road
Size: 1.14 +/-acres
Existing Zoning: MR - Medium Residential (Sussex County)
Proposed Zoning: R-1 (Single-family Residential)
Tax Map and Parcel Number: 1-30-3 .06- 125 .00

The following committee report was provided to Council:

APPLICANT

A petition by the property owners was submitted on January 2, 2020 to annex 1.14 +/-acres into the corporate limits of the City of Milford.

LOCATION

The property is identified as Sussex County tax parcel 1-30-3 .06-1 25.00 and is located along the north side of Old Shawnee Road approximately 1,900 feet west of the S. Dupont Boulevard intersection.

STREETS

The property contains an existing sing le-family detached dwelling with one residential entrance along Old Shawnee Road. Old Shawnee Road is a State Maintained roadway and any changes in access would require DelDOT approval.

DRAINAGE

The residential site is already developed. Any future redevelopment of the property would be subject to DNREC storm-water regulations and the owner would be required to obtain any and all permits from the Sussex Conservation District and State of Delaware.

ZONING

The area proposed to be annexed is currently zoned MR (Medium Residential) in Sussex County under the Sussex County zoning ordinance. The applicant requests the property be zoned R-1 (Single-family Residential District) under the City of Milford zoning ordinance.

SEWER

The property is currently served by an onsite septic system under the governance of DNREC. The property owner would be permitted to keep the onsite septic system until such time that sewer became available to the property. Any redevelopment of the property would require connection to City sewer service. It is determined that the applicant would have to extend sewer from the Brookstone Trace development to serve the existing church and the subject parcel containing the single-family dwelling. The property owner would have to design and construct a pumping system to convey the wastewater from the prope1iy to Brookstone Trace. All costs associated with the design and construction of the sewer extension would be borne by the applicant. Any construction improvements would need to be reviewed and approved by the City Engineer.

WATER

The prope1ty is currently served by an onsite well under the governance of DNREC. The property owner would be permitted to keep the onsite well until such time that water became technically available to the property. Any redevelopment of the property would require connection to City water service. It is determined that the applicant would have to extend water service from the Brookstone Trace development or along Old Shawnee Road to the east in order to serve the existing church and the subject parcel containing the single-family dwelling. All costs associated with the design and construction of the water main extension would be borne by the applicant. Any construction improvements would need to be reviewed and approved by the City Engineer.

ELECTRIC

The property is currently served by the City of Milford.

TRAFFIC

The existing single-family dwelling has as s ingle residential driveway along Old Shawnee Road. Old Shawnee Road is a State Maintained roadway and any changes to the access would need to be approved by DelDOT.

ENVIRONMENTAL ISSUES

The U.S. Army Corp of Engineers will control provisions under Section 404 of wetlands on the parcel. According to the DNREC Navigator website, the property does not contain state mapped wetlands. The property is not located within the 100-year floodplain according to the most recent FEMA Flood Insurance Rate Maps (FIRMs). The property does not contain areas of excellent groundwater recharge according to

DNREC Navigator website.

AREA LAND USES

The prope1ties to the south and west are owned by the First Baptist Church of Milford and contain the church and youth center. The properties to the east contain similar single-family detached dwellings. The properties to the east, across Old Shawnee Road, contain single-family detached dwellings.

FIRE AND POLICE

The subject parcel is located within the Carlisle Fire Company district area according to Kent County's online mapping application. Carlisle Fire Dept. already prov ides fire and EMS coverage to this area. EMS is also currently provided by Kent County Levy Court. Milford Police Department will provide police service.

COMPREHENSIVE LAND USE PLAN

The annexation request is consistent with the 2018 Comprehensive Plan Future Land Use Plan and is designated as Proposed Low Density Residential.

PROPERTY TAXES AND OTHER ECONOMIC CONSIDERATIONS
The proposed annexation will not generate new property tax revenue to the City since the owner is considered a non-profit organization. Extension of utilities would provide additional revenue within the sewer and water system.

ADVANTAGES TO THE CITY
1. The prope1ty is within the planning area of the City of Milford.
2. The City would receive revenues (building permits, etc.) for activity on the property.
3. Potential for additional water and sewer user.
4. Identified within the Urban Growth Boundary of the 2018 Comprehensive Plan.
5. Consistent with the Comprehensive Plan Future Land Use exhibits.

DISADVANTAGES TO THE CITY
None.

RECOMMENDATION
Based on the issues and comments discussed in this repo11, the Annexation Committee of the City of Milford recommends approval of the application, following a unanimous vote, with the following comments:

1. Annexation is consistent with the "Comprehensive Land Use Plan."
2. Prope1ty is contiguous to existing City Limits.
3. Any changes to the prope11y are subject to review by the City of Milford Planning Commission and/or City Council.
4. Prope1ty is already served by City Electric. The prope1ty could be served by City Sewer and Water in the future.
5. An executed Annexation Agreement is required prior to final City Council approval.
6. Upon approval of the annexation committee repo11, a Municipal Annexation Plan of Services will be submitted to the Office of State Planning for their approval.

The property should be annexed with the R-1 (Single Family Residential) zoning designation.

Signed by Chairman Owen Brooks Jr. and the Annexation Committee Members

The petition will be added to the March agendas for Public Hearings before the Planning Commission and City Council.

Vinyard Shipyard Property Status

Interim City Manager Whitfield then discussed the request by Friends of the Vinyard Shipyard for the City purchasing that property. The property would provide a continuous ownership of riverfront property and provide a missing link for the trail connecting downtown to Goat Island. The ship building could provide an educational venue to display and portray the shipbuilding heritage of Milford.

Mr. Whitfield asked that Council consider the following questions:

- Is Council interested in owning the Vinyard Shipyard property?
- If the City is interested in owning the property, how much City funds, if any, should be used for the purchase?
- If the City does take ownership of the property, how will future maintenance of the property be funded?

The City may elect to own the property only with a business plan outlining how future maintenance would be paid for, without the use of City funds. In short, the ownership and operation of the property should be self-sustaining.

Additionally, if the expectation is that the City maintain the property, it should be clear what the future liability is on the City for that future maintenance.

Mr. Whitfield recommends considering a business plan to ensure the property be self-sustaining in some manner.

No action is needed tonight, though he welcomes additional thoughts. Several past references were then made, though it was agreed to hold a future workshop to discuss the matter.

NEW BUSINESS

Funding Request/Chamber of Commerce for Greater Milford/Riverwalk Freedom Festival

Mr. Whitfield shared that the Chamber of Commerce is requesting $25,000 to help celebrate the 20th Anniversary of the Riverwalk Freedom Festival.

Chamber Executive Director Jo Schmeiser and Riverwalk Freedom Festival Chairman Angela Dorey are in attendance to provide a brief Powerpoint on the Festival and funding request. The presentation was included in the meeting packet.

Ms. Dorey reported the festival is the Chamber of Commerce for Greater Milford's largest annual fundraiser. The Chamber is currently a 501c6 nonprofit rather than a 501c3 non-profit and is not eligible for grants like most other non-profits.

The September 2020 festival will be their 20th Anniversary and they plan to expand and grow the festival bigger and better than ever. The goal is to draw more visitors to Milford, help boost the economy, as well as encourage the local community to participate more and enjoy. In order to do so we would require additional funds.

Funding would be used for additional and improved activities in the Kids Corner, additional and improved entertainment, increased advertising that includes Red, White and Brew Garden's 20th Anniversary keepsakes and memorabilia, a longer fireworks display, and higher priority will be given to the Festival's security and safety.

It was confirmed that overall, expenses run between $18,000 to $19,000 per year.

To support the expansion of Milford`s largest and oldest outdoor festival, Ms. Dorey is asking the City to contribute $25,000 this year and to consider future years as well.

It was confirmed that in the past, Parks and Recreation has contributed to the fireworks, in addition to the City providing other in-kind support from Parks and Recreation, Public Works and the Police Department.

Ms. Dorey further explained the $25,000 to be used for the following:

• Kids Corner: $5,000 -Water Fun Gun, Super Speedway, Escape Room, Games, Prizes- was $211 in 2019 • Advertising: $5,000 -Broadcast, Print, and Social Media- was $5,023 in 2019
• Entertainment: $9,000 -More bands, better known artists, improved staging, and more sound equipment- was $2,200 in 2019
• Fireworks: $5,000 -Synchronized music and longer show- was $10,000 in 2019
• Safety & Security: $1,000 -Crossing Guards and Police- was $1,079 in 2019

Councilmember Culotta added that Council recently approved funding for the Ladybug Festival, which is a family-friendly event. He especially likes the upgrades to the Kids Corner which would align with this being a family-friendly event.

When asked about monies from the Economic Development Fund, Planning Director Pierce recalled the possibility of using those funds for the Northeast Front Street Streetscape project in the amount of $200,000. It was noted there was $104,000 left in the account at the end of December 2019.

Mr. Pierce recalled that when the Streetscape application was discussed in 2016, there was a 29% commitment of the $1 million, which will need to be paid eventually from the General Fund Reserves or Economic Development Fund. Land that is sold in the business park will add to the economic development fund.

Councilmember Brooks questioned the funding that was eliminated for the parade committee; Councilmember Morrow agreed that needs to be reconsidered especially considering the number of people it brings to Milford. Councilman Brooks recalled when Jim Gray was told to raise his own money. He thinks it should be all or none.

Councilmember Wilson recalled approximately twenty years ago when City Council voted to eliminate future funding of organizations and events, which was a very difficult decision at the time, because it was mainly involved youth organizations. However, it was recommended at the time by the City Manager who felt there was a question of using taxpayer's money.

Councilmember Culotta pointed out that the question needs to be asked about the greater good of Milford and bringing outsiders into Milford for an event, and those people spending their money here, has a value in his opinion. He does feel it is more of an economic development purpose though he also agrees Council need to decide who should receive funding because they are unable to do it for everyone.

When asked if because this is the 20th Anniversary, will this be requested in perpetuity, Ms. Dorey said they plan to request the funding as they move forward. Taking this to the next level this year, then backing it down a notch the following years, would be a deterrent to participants in her opinion. In the meantime, they will continue their financial contribution and fundraising for the event.

The increase anticipated in entertainment fees, will be in part, to hire more prevalent bands in the area, which will bring in more locals through their following.

Ms. Dorey confirmed that the Chamber receives in-kind donations for these events, and though they do not anticipate raising any less money, they propose the $25,000 added to this year's event, will allow them to increase activities, have bigger and more fireworks and make the event more superior event overall.

She also noted the festival is open to the public at no cost and the Chamber takes pride in keeping the kids games and activities affordable, which she feels is a way to give back to the community. It was confirmed a total of $16,4808 was raised through sponsors.

Councilmember Culotta moved to authorize $25,000 for the 20th Anniversary of the Riverwalk Freedom Festival with budgeting for future years, to be paid from General Fund Reserves, based on the positive impact and promotion of the City, to be paid from General Fund Reserves, seconded by Councilmember Boyle. Motion carried by a 7-1 roll call vote with the following statements made:

Councilmember Peel votes yes, and added the caveat this funding may not always be in the budget but appreciates the 20th year celebration plans.

Councilmember Brooks votes yes though he will talk to Jim Gray about his Halloween Parade because the City stopped giving him money and then he can come to the City and ask for money.

Councilmember Morrow also votes yes adding we spend a lot of money on studies and economic development in Kent County and what really brings our best bang for the buck is events that bring people to Milford. He referenced the all-female concert that put Milford on the map, in addition to this event. However, he agrees the City should talk to the Halloween Parade and other once-a-year events, because other towns and cities are doing a lot more than Milford is. He sees a need to step up to the plate to assist with funding.

Councilmember James also votes yes and agrees this is for the greater good of all citizens of Milford and the tax dollars will benefit all citizens. He does not know if it should be a perpetual contribution, and when reviewing other organizations' requests, these votes need to be kept in mind, because the next person that asks will be aware of this action.

Councilmember Wilson votes no not because she does not believe in the event, but because she feels this is opening doors for many organizations to ask. She feels it will be difficult to pick and choose who receives the money and who

does not. This reminded her of the former Finance Committee Chairman who always said the City is healthy, but not wealthy.

Councilmember Wilson mentioned other situations in which parents are putting out a lot of money for their children to participate in local events, which seems somewhat unfair when we used to contribute to those or similar organizations, and the reason she is saying no.

Ms. Dorey agreed with the concern, adding that they embrace those youth activities and ask them to participate in these festivals at no cost, as a way to help promote them, as well as raise funds for them.

Councilmember Boyle recommends this matter be added to the next Community and Economic Development Committee meeting for further discussion. Councilman Brooks recalled when Richard Carmean stopped this and believes it is black and white somewhere. He said Council needs to stop giving money to everyone again.

Authorization/State of Delaware DNREC Mosquito Spraying Policy

Mr. Whitfield reminded Council that the City has contracted with DNREC's Mosquito Control Section for more than fifteen years to control larval and adult mosquito populations and treat mosquito habitats within City limits, which is handled through an annual agreement.

Councilmember Wilson moved to authorize the execution of the DNREC Mosquito Control Spray Policy for 2020, seconded by Councilmember James. Motion carried.

Adoption/Resolution 2020-13a/Proceed with PD Borrowing/Schedules Public Hearing
Adoption/Resolution 2020-13b/Proceed with PD Borrowing/Schedules Public Hearing

Interim City Manager Whitfield reported that the Annual City Election will be held on Saturday April 25, 2020. If Council chooses to place a Bond Referendum on the ballot, the City Clerk needs approximately two months for advertising and to complete all necessary preparation work. Therefore, a decision on the bond amounts need to be at this Council meeting.

The total estimated cost for the police station project is $18,429,045. The City has a commitment of funding through the State Bond Bill of $300,000, however, the Bond Bill money requires Delaware Prevailing Wages be used on the entire project. This provision could add 30 to 35% more to the cost of the project. Therefore, staff recommends Council NOT factor the Bond Bill funding in the equation. It is recommended $18,429,045 be considered for borrowing to fund the new police facility.

Council must decide on the amount of the bond issue. There are two scenarios: 1) an issue of $15.429 million or 2) an issue of $18.429 million. Given the historic low interest rate, Council may want to take advantage of borrowing the full amount for the Police Station. The $15.429 million would necessitate using $3 million of fund balance operating cash from the Electric Operating Cash, as has been accumulated over the past two years.

In order to obtain the lowest interest rates, the bonds will need to be sold over two years as bank-qualified bonds. Therefore, each issue needs to be below $10 million. It is proposed there be one issue in June 2020 and a second issue in January 2021.

The two scenarios would be a borrowing for 30 years with an average interest rate of 2.41%. A $0.01 tax increase results in $89,000 in revenue. Each $0.01 tax increase equals $20/year to a home owner with an assessed property value of $200,000.

<u>Scenario 1 – Borrow $15,429,045</u>
The $15,429,045 would require $782,000 per year in debt payments resulting in a $0.09 tax increase, or a $15 per month increase on an average property owner (or $180 year).

Scenario 2 – Borrow $18,429,045
*$18,429,045 would require $932,000 per year in debt payments, resulting in a $0.*105 real estate tax increase, or a *$17.50 per month increase to an average property owner (or $210 per year).*

Additional monies through the Community Transportation Funds for the project have been verbally committed by our local State Representative for the sidewalks and parking lot area. However, because there are no firm commitments or cost estimates, those funds cannot be included in the funding options at this time. The Bond Bill money may also be factored into the project at a later date, provided the provision for Delaware Prevailing Wage is waived. Should these funds become available, it may result in borrowing less money for the second bond issuance (January 2021).

Using $3 million from the Electric Fund carries some challenge risks, since the five major rate payers are large businesses who comprise of over 60% of the electric usage.

Additionally, the numerous electric customers who live outside the City will not receive a benefit with the new police station. For these reasons, Council may want to consider a decrease in electric rates rather than using the profits from electric for the new police station.

Lastly, given the historic low interest rate, staff believes it is more prudent to borrow the entire amount needed.

Councilmember Peel asked if there is a way to separate the prevailing wage/labor work; Mr. Whitfield said he is unsure if there are restrictions on the bond funds, but one proviso would be to use that money for the architect fees in lieu of the building expense portion.

Councilmember Morrow disagrees with Mr. Whitfield regarding electric customers living outside the City not receiving any benefits from the new police station. His opinion is those electric customers will get a ton of benefits because they receive services from Milford Police. He said Chief Brown can confirm how many times Milford Police go outside the City which is every day.

Mr. Whitfield said he wanted to address it as a potential challenge risk. Councilmember Morrow said that may be now but there has been money transferred to balance the General Fund budget though there have never been any challenges yet. He emphasized the new police station will benefit both Kent and Sussex Counties and will attract officers and we will not have the turnover we have now. It will also attract more people to live in Milford.

Mayor Campbell prefers borrowing the smaller amount of $15,429, which is a smaller tax increase for our residents and on an average $200,000 home, less than a $200 annual increase.

Councilmember Culotta stated that we also need to consider the historic, low rates that are available and believes this is the time to strike when the iron is hot. It was agreed that once the study is completed, perhaps customers will receive a lower electric rate, which would be a return to all electric customers. However, he agrees it is a tough call and it is easy to go either way.

Councilmember Peel asked if the numbers being presented, are based on the assumption that everything will go as planned and no changes will need to be made.

Mayor Campbell pointed out several deficiencies at the current building and especially the ongoing flooding issues which have occurred since it was built. Council agreed there is no debate on the need, but instead the manner in which it will be funded.

Assistant Solicitor Sharp referenced the two different resolutions, recommending that one be voted on, and depending on the outcome, vote on the next one.

A discussion followed regarding the current interest rates. Councilman James pointed out that presently, the City has the ability to borrow more money, with a lesser impact on our taxpayers, which provides the opportunity to borrow the $18.4 million. With the $3 million being considered out of electric operating cash, he does not feel a difference of $30 a year will negatively impact a taxpayer's decision to vote for or against the project. He also agrees that all utility rate

payers must be taken into consideration. There are a couple scenarios and whether the additional operating cash should be returned to the ratepayer, or used to pay off existing higher-rate bonds in the electric utility, which could also positively impact the electric rate paid by our customers.

Councilmember James welcomes any public comments, adding that this is difficult, but a decision needs to be made that is best for ratepayer and the taxpayer, who are often the same person.

Councilmember Marabello understands referencing the borrowing of the full $18.4 million and using the $3 million to pay off the higher interest rate loan could be a simple swap. However, he feels the money has been saved for a specific purpose, which purpose is now to build a new police station. He believes there is enough from his analysis of the City's finances to use the $3 million and favors the $15.4 million.

He also does not believe interest rates will be increasing.

The current interest rate is 2.41% and Councilman Marabello pointed out we are making less on our CD's. Using the City's money would actually make the City .5%.

He also added that if money is needed in the future, Council has the authority to increase property taxes without a referendum. However, he also feels there is plenty of money in impact fees and realty transfer tax that can be used for resources.

Mayor Campbell then opened the floor for public comment regarding the two resolutions.

Resident Sara Pletcher then prepared to speak.

A conversation ensued about appointee's ability to speak on matters during public hearings. Assistant Solicitor Sharp affirmed it is appropriate for a Planning Commissioner to speak, as long as it did not involve issues that have been, or will be, reviewed and/or action taken by the Commission.

The following comments were then included in the record:

Sara Pletcher of 8 Elizabeth Street:
I agree with the recommendation in Resolution 13B for the following reasons:

I feel the amount in option A saved per year is not substantial enough to garner more votes to pass a referendum. Voters will typically vote yes or no for a tax increase, regardless of how much the increase is. Therefore, if option A only saves $30 a year by using electric funds and potentially raising electric rates in the future to make up for that loss, is not the best business decision. Ultimately, we need a new police station and I believe you are more inclined to have a favorable recommendation with option B, because the difference in the annual costs will not substantially impact a taxpayer.

Second, as staff stated, the electric reserves is made up of money from all electric customers, some of which are not within City limits, such as Shawnee Acres, which is a large neighborhood in this community. They are not represented by any Councilmember, nor can they utilize Milford Police Department's service. Using their electric funds to upgrade a service they cannot fully access, is opening the City to litigation potentially and community backlash.

It is my understanding that if someone has a complaint in Shawnee Acres, they would call and the State Police would respond.

Also, Shawnee Acres has on many occasions stated they do not want to become part of the City of Milford, which is their choice.

Ms. Pletcher further noted that the Shawnee Acres HOA could claim the City is using their electric money for a service they cannot access. She feels that if Council were to approve this, it would potentially open up a can of worms.

Joe Wiley of 202 Lakeview Avenue-

Sara has a good point and from a business perspective, with rates being historically low, I agree it would be in the City's best interest to borrow the full amount. I also feel that if there is $3 million in surplus in the electric fund from the past two years, and because Milford is supposed to have all their utility funds in separate baskets, they really should refund that money back to their electric customers through some type of rate reduction. In that way, we will see the true cost of buying electric in the City of Milford.

Nina Pletcher of 428 South Walnut Street-
I appreciate the difference of approximately $30 a year because she asked last time to have that number broken down for individual households. Historically, this town cannot pass a referendum. If the goal is to get a referendum that works, $30 is not going to change whether a person votes yes or no. That person is going to vote yes or no, if they want a police station or the person does not.

I think it is an insult to the citizens of this City to say they would not consider that direction. I agree with option B to borrow the entire amount.

There being no further persons wishing to speak, the floor was closed.

Assistant Solicitor Sharp recommended voting on Option A first because it is first on the agenda. There was some discussion about the procedure regarding the two separate options before City Council.

Councilmember Culotta then moved to adopt Resolution 13A, using the $3 million from electric operating funds, seconded by Councilmember Boyle:

RESOLUTION 2020-13A
AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS
IN AN AMOUNT NOT TO EXCEED $15,500,000 AND
SCHEDULING OF PUBLIC HEARING ON MARCH 23, 2020

WHEREAS, the City Council of the City of Milford, Delaware ("Council") has been advised that up to $15,500,000 is required to finance the design, construction and equipping of a police station and to complete other necessary infrastructure improvements in connection therewith as well as other miscellaneous capital projects (the "Capital Project").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL AS FOLLOWS:

1. The Council hereby proposes unto the electors of the City that an amount of money not exceeding $15,500,000 (exclusive of original issue discount) be borrowed to pay for the costs of the Capital Project and to pay the costs associated with the financing. The borrowing is expected to be accomplished through the issuance of the City's General Obligation Bonds, Series of 2020 (the "2020 Bonds").

2. The average rate of interest on the 2020 Bonds shall not exceed 3.5%.

3. The 2020 Bonds shall be secured by the full faith and credit of the City.

4. The 2020 Bonds shall be paid or funded from tax revenues of the City.

5. The City will utilize the 2020 Bond proceeds to fund the Capital Project and will be authorized to use a portion of the proceeds of the 2020 Bonds to pay costs associated with the issuance of the 2020 Bonds.

6. A Public Hearing upon this Resolution shall be held in the Joseph "Ronnie" Rogers Council Chambers at 201 S Walnut Street, Milford, Delaware on Monday, March 23, 2020, commencing at 7:00 p.m., at which time the City Council shall vote upon the final authorization for the 2020 Bonds.

Assistant Solicitor Sharp pointed out that typically when there is a tie vote, the vote goes to the Mayor. However, there is also a second option that can be considered.

Motion carried by the following 5-4 vote, with Mayor Campbell voting in favor of the motion, breaking the initial 4-4 tie:

Marabello-yes
Boyle-yes
Peel-no
Culotta-no
Brooks-yes
Morrow-yes
James-no
Wilson-no
Campbell-yes

Further discussion followed regarding the procedure and manner in which to address the second resolution, which is also on the agenda.

Assistant Solicitor Sharp then recommended public comments be taken on Resolution 2013B.

Nina Pletcher of 428 South Walnut Street-
I want to know what happens if the referendum does not pass. Remember what I said—this town has a reputation of never getting a referendum passed. The school district has been there multiple times. Put your best foot forward because this is the only shot.

But what will you do if this does not pass? Voters are either going to vote yes or no on a tax increase.

Councilmember Wilson said the City will need to be very creative if that happens and she agrees with Ms. Pletcher.

Councilmember Morrow stated from a historical perspective, every referendum the City has passed in the 35 years he has been a Councilmember. He added that he has put a lot of thought behind this.

Councilmember James also pointed out that the survey completed by City residents resulted in one of the top concerns being safety of the residents. They were in support of increased funding for the police.

In addition, he feels the story is simple. It was built forever ago and Milford has now doubled the amount of police officers it was built to accommodate.

Councilmember Peel feels this is a psychological vote (inaudible—multiple conversations occurring at same time).

Councilmember Brooks said the bad part about the City of Milford is that 75% of the people have never been in the police station, which is good. But if they went there and saw what the police offices are putting up with and the equipment and because they have no room to move around, they would understand the problem.

Councilmember Wilson pointed out that though a lot of people did not participate in the surveys, though safety was the number one concern in each ward. That was confirmation to move ahead with the new police station.

Joe Wiley of 202 Lakeview Avenue-
We can all agree there is a need for a new police station, but to get a referendum passed for a large sum of money in town, where an $180 or $200 annual increase is being asked, I do not believe will make much difference. He agrees with Nina Pletcher that the taxpayer is either going to vote yes or no.

I also think that in order to pass a referendum, transparency is needed. Like Councilman James said, utilities were set up in separate baskets and I think they should be kept separate, so this is cleaner and people understand what is going on and continue to have faith in their City government. Otherwise, people will say the City asked for a rate increase in electric at some point, and they were overcharged or the City found more revenues than were needed, and did not do

what they should for the ratepayers and adjust that rate, or give the money back, but still keep everything separate. Then they went back to the taxpayer and told them a new police station is needed.

I agree most people know it is an old police station and needs to be replaced. But there is a need to be transparent and keeping those utilities separate. I recall a previous standing policy of keeping electric separate, water separate and sewer separate in order to be transparent.

Either way, I don't care and will vote for whatever is put forward, but I think it is better of saying to the public, we are doing the right thing. Giving everyone a lower electric rate could mean a person is saving $180 on their electric bill a year, and I am willing to give it to the police department to build a new building.

As a business person, I did a quick calculation and the $18 million will cost about $70,000 a month, which is $840,000 per year. If the City is collecting $1.5 million extra each year, there is already twice the amount of money needed to start building a police station.

Three being no further comment, Mayor Campbell then closed the floor to further comment.

Councilmember James moved to defer action on this matter until the end of the meeting and allow sufficient time for our Assistant Solicitor to research the matter, seconded by Councilmember Wilson. Motion carried by roll call vote.

Introduction/Ordinance 2020-09/Personnel Code/Chapter 55/Tuition Reimbursement Policy

Item postponed until the next Council meeting.

Funding Authorization/Manhole Sealing/Sewer Capital Reserves

Item postponed until the next Council meeting.

Funding Authorization/City Hall Exterior Stair Repair
Funding Authorization/Information Technology Office Fit-Out/General Fund Reserves

Mr. Whitfield reported that he is recommending the IT Area and basement restrooms be restored back to their original state prior to the basement waterproofing project. In addition, repairs are needed to the exterior steps at the front entry area and side entry area of the City Hall building. The basement waterproofing is near completion, with the exception of the installation of the custom-made chimney caps.

The IT staff has been displaced from their offices since the basement project began in November 2019. They have made a temporary work until the area was ready to be fully restored.

While the mason contractors were on site, it was noted that several concrete steps were unstable. After further evaluation of the steps, it was found that the caulking and mortar around each precast stone tread has been deteriorating for the past several years.

In order to ensure the best safety practices, it is recommended the existing steps be removed, cleaned and reset with new caulk. The existing bricks at the step risers will be cut out and pointed up within the step area with new matching mortar. The scope of work and pictures of each of the areas to be repaired and restored are in the packet.

Each element of the project would be completed by a specialty contractor. The cost to complete the interior restoration of the IT area and restrooms is $45,300. The cost to repair the exterior steps at front and side entry ways is $30,500.

Mr. Whitfield confirmed the IT area is open as a result of the recent renovations and needs to be closed off for fireproofing and security purposes. The balance of the basement can be addressed at a later date.

In addition, the steps are becoming safety hazards and will need to be addressed. This will take advantage of the masonry contractor currently being used and who is familiar with the building.

Councilman James moved to authorize the IT Area/Restroom Restoration and Exterior Step Repairs projects with funding not to exceed $75,800 from General Fund Reserves, seconded by Councilmember Wilson. Motion carried.

Introduction/Ordinance 2020-12/Public Works Department Fees

Mr. Whitfield discussed the need for Council to consider a recommendation to adopt hourly rates for labor and equipment, though this is only at the introduction stage and will be added to the next agenda for Council action.

Temporary Recess & Return

Adoption/Resolution 2020-13a/Proceed with PD Borrowing/Schedules Public Hearing (continued)
Adoption/Resolution 2020-13b/Proceed with PD Borrowing/Schedules Public Hearing (continued)

Assistant Solicitor Sharp explained that though the majority voted in favor of Resolution 2020-13A, in order for Resolution 2020-13B to be considered, the Councilperson that voted in favor of the first resolution needs to make a motion to reconsider that, based on the additional information received, related to the public comment and subsequent discussion by City Council. If no motion is made, Resolution 13B will be defeated with Resolution 13A going to referendum.

Motion made to reconsider Resolution 2020-13A made by Councilmember Brooks, based on the additional facts presented, seconded by Councilmember Morrow. Motion carried.

Motion to revoke Resolution 2013A and adopt Resolution 2013B scheduling a Public Hearing on the borrowing of bonds not to exceed $18,500,000, seconded by Councilmember Peel:

RESOLUTION 2020-13B
AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS
IN AN AMOUNT NOT TO EXCEED $18,500,000 AND
SCHEDULING OF PUBLIC HEARING ON MARCH 23, 2020

WHEREAS, the City Council of the City of Milford, Delaware ("City") has been advised that up to $18,500,000 is required to finance the design, construction and equipping of a police station and to complete other necessary infrastructure improvements in connection therewith, as well as other miscellaneous capital projects (the "Capital Project").

WHEREAS, the Capital Project is expected to be financed through the issuance of the City of Milford General Obligation Bonds, in one or more series, including the Series 2020 Bonds (the "Bonds").

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

1. The Council hereby proposes unto the electors of the City that an amount of money not exceeding $18,500,000 be borrowed to finance the Capital Project.
2. The average rate of the interest of the Bonds shall not exceed 3.5%.
3. The Bonds shall be secured by the full faith and credit of the City.
4. The Bonds shall be paid or funded from the tax revenues of the City.
5. The City will be authorized to use the Bond proceeds to fund the Capital Project and will be authorized to use a portion of the proceeds of the Bonds to pay costs associated with the issuance of the Bonds.
6. The City Council hereby establishes that a Public Hearing upon the Resolution and the proposed borrowing described herein shall be held on Monday, March 23, 2020 at 7:00 p.m., in the Joseph "Ronnie" Rogers 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 VIII of the Charter of the City of Milford.

Motion then carried by the following vote with the statements so noted:

Marabello-no. As stated before, I analyzed the cash flow quite a lot and believe we have enough money and there is more to use if we wanted to and vote no.

Boyle-no. We are going to ask the public to vote on this and agrees that $30 is not a whole lot, on an annual basis, but at least it is an effort to consider something to help offset the public's cost. Going for the full amount appears Council is not involved with trying to offset the costs and save the taxpayers some money. As stated earlier, there are probably more optics, but at least it demonstrates Council is trying to find a way to offset the cost by providing some funding.

Peel-yes, I wish to stay with my original vote.

Culotta, yes. I appreciate Councilman Boyle's opinion, because rates are at an all-time low, and it's a great borrowing environmental and I prefer considering, as was discussed, if there is money that can be turned into a reduction in electric rates for the electric users and support keeping it departmentalized.

Brooks-yes.

Morrow-yes., after hearing the comments from the public.

James-yes. If there are monies available, I believe the Charter allows using funds from other funds, for safety purposes, and in this situation for the police station. But if there is money in other funds, I would prefer each fund be departmentalized and let them stand on their own and use it instead use it for other assistance.

Wilson-yes, based on keeping those funds separate and I definitely want to make the rate payers pay less, if possible, and make them happier with a reduction in rates. I feel the full amount needs to be borrowed to make sure we have everything in place to build a state-of-the-art police station.

Assistant Solicitor Sharp announced that the result is that Resolution 2020-13B is hereby adopted.

EXECUTIVE SESSION

Councilmember Brooks moved to go into Executive Session reference the below statute, seconded by Councilmember Marabello:

Legal Matters:
Pursuant to §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, but only when an open meeting would have an adverse effect on the bargaining or litigation position of the public body;

Motion carried.

Mayor Campbell recessed the Council Meeting at 9:35 p.m. for the purpose as is permitted by the Delaware Freedom of Information Act.

Return to Open Session

Councilmember Peel moved to return to Open Session, seconded by Councilmember Wilson. Motion carried.

Council returned to Open Session at 9:50 p.m.

Legal Matters

Mayor Campbell announced that no action was needed.

ADJOURNMENT

There being no further business, Councilmember Wilson moved to adjourn the Council Meeting, seconded by Councilmember Morrow. Motion carried.

The Council Meeting adjourned at 9:51 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

From: Ann Marie Townshend <atownshend@ci.lewes.de.us>
Date: March 4, 2020 at 4:43:10 PM EST
To: "Whitfield, Mark" <mwhitfield@milford-de.gov>
Subject: Jamesha Eaddy

While I am sure you know this already, I wanted to share with you how wonderful Jamesha is. We do not have an HR person here, and Christine H knows I have been having some personnel challenges with a particular employee. She has shared some of what is going on with Jamesha, and Jamesha suggested that I consider doing a mandatory management referral through the EAP program. I am aware of EAP, but I did not know this was a service they provided. She provided me with the information I needed to point me in the right direction. I am now working with Health Advocate, the EAP provider, to get this set up.

I am very grateful for Jamesha's assistance, and I wanted to share my appreciation with you. It is important for managers to know when employees go above and beyond.

Ann Marie

Ann Marie Townshend, AICP
City Manager
Lewes, Delaware
(302) 645-7777

PUBLIC WORKS DEPARTMENT
180 Vickers Drive
Milford, DE 19963

THE CITY of Milford DELAWARE

PHONE 302.422.1110
FAX 302.422.1117
www.cityofmilford.com

To: Mark Whitfield, City Manager
From: Rhiannon Slater, Operations Supervisor
Subject: Public Works Billable Rates
Date: January 31, 2020

Staff requests City Council consider a recommendation to adopt hourly rates for labor and equipment. These rates are to be utilized any time City employees and/or equipment is to be used to complete jobs for customers. Some examples include infrastructure installation in developments, service line repairs, and repairs of city owned assets relating to auto accidents. It has been found that in the past, not all work completed by City crews was billed consistently, there has constantly been a question of the addition of 10% to cover administrative and finance staff time. The adoption of one comprehensive labor rate will alleviate questions of what fees or percentages to add to each invoice. Previous equipment rates were incorrectly computed using FEMA rates for some equipment, but not all necessary equipment, for the Electric Division. These rates were not adopted by the Council. At this time, the Streets and Utilities Division does not have an equipment rate schedule.

The attached proposed equipment rate schedule includes factors for insurance, maintenance and fuel relating to equipment usage. Labor rates were arrived at utilizing the salaries (including benefits) of employees involved in each of these jobs; crew members, supervisors, administration and finance.

RECOMMENDATION: Staff recommends City Council adopt the attached resolution and fee schedule relating to labor and equipment rates.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the following Ordinance is currently under review by Milford City Council, with action scheduled to occur on the date so indicated:

ORDINANCE NO. 2020-12
AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF MILFORD, PART II GENERAL LEGISLATION, BY ADDING A NEW CHAPTER 177, ENTITLED PUBLIC WORKS DEPARTMENT FEES

WHEREAS, the City Council of the City of Milford has the authority to establish fees for various services; and

WHEREAS, the City finds it necessary to recover the costs of providing certain Public Works' services whereby said fees shall not exceed the reasonable costs of providing such services; and

WHEREAS, charging inconsistent fees increases the risk of an unmerited financial burden on current and future taxpayers and utility customers; and

WHEREAS, the adoption of the Public Works Billable Rate Schedule will assist the public, as well as City staff in readily locating fees, while continuing the City's quest for governmental transparency; and

WHEREAS, the Public Works Billable Rate Schedule will be evaluated each year to ensure quality services continue to be provided while practical, but necessary cost recovery fees are measured; and

WHEREAS, the proposed Public Works Billable Rate Schedule shall supersede any previously adopted or established fee for specified City services.

NOW THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. The Code of the City of Milford is hereby amended by adding thereto a new Chapter 177, to be titled "PUBLIC WORKS DEPARTMENT FEES".

Section 2. The Code of the City of Milford is further amended by adding the following provisions to the new Chapter 177, to hereby read as follows:

§177-1. Applicability.
City of Milford Citizens, Commercial and Industrial Establishments, and Entities who, by agreement with the City, or who otherwise necessitate the usage of the City's heavy equipment during an emergency situation, upon violation of an existing City ordinance, upon request, or for any other purpose, shall adhere to the Public Works Department Fee Schedule, as adopted by City Council.

§177-2. Authority to impose and collect fees.
The City of Milford, under the authority and supervision of the City Manager, is authorized and directed to determine the necessity of, to administer, implement, and enforce the Public Works Department Fee Schedule and is authorized to collect such fees as any other fine or cost is collected.

§177-3. Repeal of previously adopted fees.
The fees attached and exhibited as Resolution 2020-11, are hereby adopted and any fees or other costs previously adopted or authorized for the exact services are hereby repealed.

§177-4. Amendments.
The Mayor and City Council of Milford shall have the authority to revise this fee schedule by resolution on an annual basis.

Section 3. Dates.
City Council Introduction: February 24, 2020
City Council Public Hearing: March 9, 2020
Effective: March 19, 2020

Attachment: Resolution 2020-11

CITY OF MILFORD
RESOLUTION 2020-11
PUBLIC WORKS DEPARTMENT FEE SCHEDULE

Now, Therefore, be it Resolved by the City of Milford:

STREETS AND UTILITY DIVISION FEE

Description	*Fee Per Hour*
Labor Rate	$68.50
Pick-Up Truck	$20.00
Service Truck	$25.00
Backhoe	$30.00
Excavator	$20.00
Jetter/Vac	$100.00
Jetter/Vac Trailer*	$45.00
Loader	$45.00
Sweeper Truck	$75.00
Dump Truck	$55.00
Chipper*	$35.00

ELECTRIC DIVISION FEES

Description	*Fee Per Hour*
Labor Rate	$75.50
Pick-Up Truck	$20.00
Service Truck	$25.00
Bucket Truck	$55.00
Digger Derrick	$65.00
Trencher*	$55.00
Chipper*	$35.00

ENGINEERING DIVISION FEES

Description	*Fee Per Hour*
Engineer	$68.00
Engineering Tech*	$61.50

**Includes Pick-Up Truck to transport.*

Adopted: March 9, 2020
Effective: March 19, 2020

Advertised: Beacon, 02/26/20
(R) 02/27/2020

OFFICE OF THE CHIEF OF POLICE
KENNETH L. BROWN
kenneth.brown@cj.state.de.us

THE CITY of Milford DELAWARE

400 NE Front Street
Milford Delaware 19963
302.422.8081 Fax 302.424.2330

TO: Mayor and Members of City Council

FROM: Kenneth L. Brown, Chief of Police KLB

DATE: March 2, 2020

RE: Activity Report/February 2020

Monthly Stats:

A total of 652 arrests were made by the Milford Police Department during February 2020. Of these arrests, 149 were for criminal offenses and 503 for traffic violations. Criminal offenses consisted of 31 felonies and 118 misdemeanors. Traffic violations consisted of 94 Special Duty Radar, 5 Drunk-Driving charges, 404 other.

Police officers investigated 42 accidents during the month and issued 178 written reprimands. In addition, they responded to 1291 various complaints including city requests and other agency assistance.

Monthly Activities:

Attended the Kent County Chiefs meeting held in Wyoming on February 4, 2020.

Met with the Mayor and City Manager in reference to new Police Department building on February 4, 2020.

Met with a citizen in reference to new program for Milford youth on February 5, 2020.

Attended mediation in reference to litigation held at the Renaissance Center in Wilmington, DE on February 17, 2020.

Attended the Sussex Chief's Meeting held at the Sussex EOC on February 18, 2020.

Met with concerned citizen in reference to the new Police Department Facility and to tour current building on February 19, 2020.

Met with City Manager and Attorney Helene Esposito in reference to litigation on February 19, 2020.

Met with the Mayor and Becker Morgan in reference to the New Police Department Facility on February 20, 2020.

Teleconference with the Mayor and Hook PR in reference to the New Police Department Facility on February 24, 2020.

Attended a PSAP Sub-Committee Meeting held at the Kent Count Department of Public Health on February 25, 2020.

Conducted a Public Meeting in reference to the new Police Department Facility held at the Carlisle Fire Company on February 25, 2020.

Met with the DSP Credit Union Community Outreach Coordinator in reference to what the credit union can offer members of the Milford Police Department on January 26, 2020.

Training –

Two officers attended Internal Affairs Investigation training held in Boston, MA. From February 9, 2020 – February 14, 2020.

Four officers attended Streets Survival training held in Atlantic City, NJ. From February 17, 2020 – February 19, 2020.

All other training for February 2020 was performed at the Milford Police Department.

SRO –

Sgt. Masten assisted Milford Senior High School staff with conducting an Intruder Drill.

S/Cpl. Bloodsworth assisted Mispillion and Ross Elementary Schools with an Intruder Drill and conducting a Tabletop Exercise.

S/Cpl. Bloodsworth attended Mispillion Elementary School's Family Night.

K9 Unit –

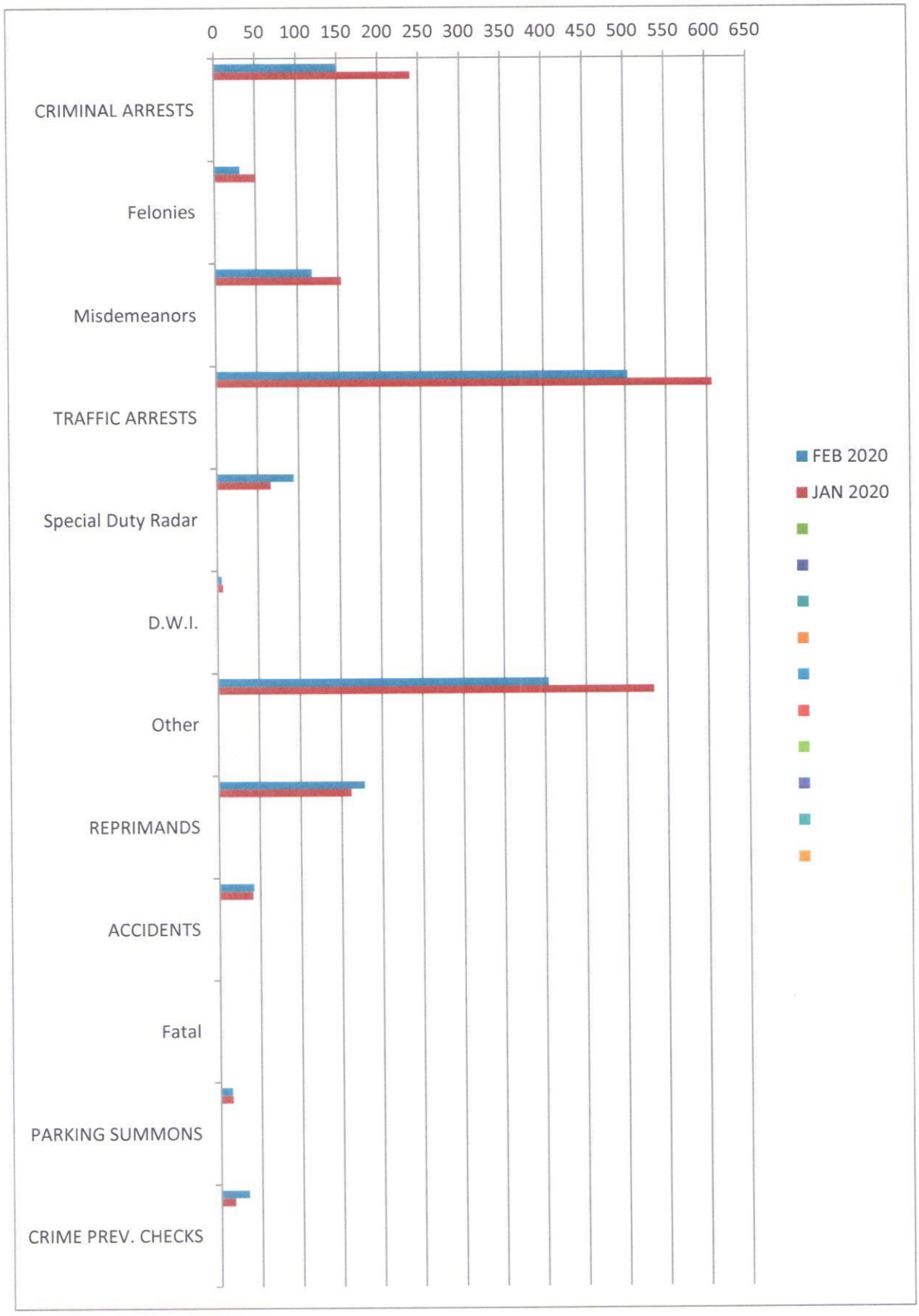
For the month of February 2020 the Milford Police Department K9 unit had the following stats:

- Demo's 1
- Track 2
- Drug Sniff 3
- No bite apprehension 1

Seized Items	Amount	Value
• Marijuana	1 grams	
• Heroin	.364 grams	
• Other	Drug Paraphernalia	

FEB 2020 ACTIVITY REPORT

	FEB 2020	TOTAL 2019	FEB 2019	TOTAL 2019
COMPLAINTS	1291	2684	1075	2265
CRIMINAL ARRESTS	149	389	104	263
Felonies	31	81	3	15
Misdemeanors	118	272	101	248
TRAFFIC ARRESTS	503	1109	427	873
Special Duty Radar	94	160	103	141
D.W.I.	5	12	11	18
Other	404	937	313	714
REPRIMANDS	178	340	139	284
ACCIDENTS	42	83	50	104
Fatal	0	0	0	0
PARKING SUMMONS	14	29	19	33
CRIME PREV. CHECKS	34	51	11	34
FINES RECEIVED	$8,949.18	$ 17,424.81	$7,820.52	$ 14,265.11


0 50 100 150 200 250 300 350 400 450 500 550 600 650
CRIMINAL ARRESTS
Felonies
Misdemeanors
TRAFFIC ARRESTS
Special Duty Radar
D.W.I.
Other
REPRIMANDS
ACCIDENTS
Fatal
PARKING SUMMONS
CRIME PREV. CHECKS
FEB 2020
JAN 2020

City Manager's Monthly Update Report

Human Resources Office	February 2019	February 2020	FY19 YTD *(07/01/18-02/28/19)*	FY20 YTD *(07/01/19-02/29/21)*
Full Time Employees		No Information Provided		
Part Time/Seasonal Employees				
Vacant Positions				
Promotions				

Information Technology Office	February 201	February	FY19 YTD	FY20 YTD -02/29/21)
IT Assistance Offered		No Information Provided		

Finance Department	February 2019	February 2020	FY19 YTD *(07/01/18-02/28/19)*	FY20 YTD *(07/01/19-02/29/21)*
Utility Accounts Billed		No Information Provided		
Utility Payments Processed				

Parks & Recreation Department	February 2019	February 2020	FY19 YTD *(07/01/18-02/28/19)*	FY20 YTD *(07/01/19-02/29/21)*
Program Participants	239	0	572	790
Programs Offered	4	0	9	10
Special Events Assisted	0	0	3	4

Planning & Economic Development Department	February 2019	February 2020	FY19 YTD *(07/01/18-02/28/19)*	FY20 YTD *(07/01/19-02/29/21)*
Building Inspections & Permitting				
Residential Permits Issued	22	26	237	228
Residential Inspections Performed (By City Staff)		50		742
Residential Inspections Performed (By Outside Contractor)		Not Being Reported		
Commercial Permits Issued	5	8	45	64
Commercial Inspections Performed (By City Staff)		25		95
Commercial Inspections Performed (By Outside Contractor)		Not Being Reported		
Code Enforcement & Licensing				
Code Enforcement Cases Initiated	3	37	125	229
Code Enforcement Cases Closed	17	12	303	403
Rental Inspections Performed (By City Staff)		37		446
Rental Inspections Performed (By Outside Contractor)		Not Being Reported		
Contractor & Vendor Licenses Issued	112	80	501	324
Rental Licenses Issued	727	146	2,146	691
Economic Development				
Economic Development Incentive Applications Received		Not Being Reported		
Downtown Development District Applications Received	2	0	12	10
-Private Investment	$ 829,501.00	$ -	$ 1,513,541.00	$ 8,265,220.00
-State Investment	$ 135,000.00	$ -	$ 167,701.00	$ 614,000.00
-Milford Waivers	$ 330.00	$ -	$ 10,782.40	$ 27,471.76
Planning & Zoning				
Outside Contractor Utilized		Not Being Reported		
Land Use Applications Received	2	2	20	39

City Manager's Monthly Update Report

Public Works Department	February 2019	February 2020	FY19 YTD *(07/01/18-02/28/19)*	FY20 YTD *(07/01/19-02/29/21)*
Electric Division				
Outages	1	8	8	53
Trouble Service Calls	23	12	51	66
After Hours Calls		7		72
Work Orders Completed		20		195
Poles Replaced		18		43
Trees Trimmed		6		20
Engineering Division				
Utility Locates Completed		226		1,816
Operations Division				
Fleet Work Orders Completed		45		249
Fuel Use-Diesel (Gallons)	837	1,818	9,129	17,624
Fuel Use-Gas (Gallons)	21	3,768	350	27,018
Solid Waste & Facilities Division				
Refuse Collected (Tons)	233	296	2,109	1,648
Recycle Collected (Tons)	49	74	483	377
Yard Waste Collected (Tons)	22	18	361	357
Leaves Collected (Tons)				73
Waste Diversion Rate (Percentage)	33	24	31	31
Bulk/Brush Collection Requests Completed	50	47	273	412
Containers Delivered	48	55	253	372
Streets & Utilities Division				
Trouble Service Calls		2		39
After Hours Calls		1		43
Work Orders Completed		41		114
Street Storm Drains Cleaned		32		134
Street Potholes Filled/Cold Patch		24		165
Street Potholes Filled/Spray Patch (Gallons)		3		14
Street Crack Sealant Used (Pounds)		0		120
Street Curbs Swept (Miles)		42		904
Street Deicing Salt Used (Tons)		0		0
Street Signs Installed/Replaced		23		123
Street Closures/Special Events		1		11
Water Hydrants Flushed		2		146
Fire Hydrants Installed/Replaced		0		2
Water Lines Repaired		0		8
Water Valves Exercised		2		44
Waste Water Lines Flushed (Feet)		8,480		126,694
Waste Water Lines Repaired		0		1
Technical Services Division				
After Hours Calls		7		60
Work Orders Completed		809		6,129
Meters Installed New-Electric		25		135
Meters Replaced-Electric		31		53
Meters Installed New-Water		14		105
Meters Replaced-Water		68		302
Meters Read				
Meters Re-Read				
Water & Waste Water Facilities Division				
Water Treated (Millions of Gallons)	77,810,000	72,280,300	674,640,000	157,694,600
Waste Water Transferred (Millions of Gallons)	89,180,000	76,363,620	763,180,000	76,363,620
Work Orders Completed		40		42
Pump Stations Cleaned		0		1
Projects				
	Planning Stage	Bid/PO Award	In Progress	Complete
Electric				
DEL1 Substation Testing (FY19 CIP)	X			
DEL2 Relay Replacement	X			
DEL2 Substation Testing (FY19 CIP)			X	
Air Break Switch (FY19 CIP)				
Traffic Signal Head Refurb-Church/Walnut/Washington (FY19 CIP)	X			
GIS Mapping-Smart Metering (FY19 CIP)			X	
Riverwalk Light Pole Powdercoat/Retrofit Phase II (FY19 & FY20 CIP)			X	
Line Reconductor-Wilber (FY20 CIP)	X			

Reliable Public Power Provider Certification Application				X
Equipment Replacement-E-130 (FY19, FY20 CIP)				X
Equipment Replacement-WH-001 (FY20 CIP)				
Vehicle Replacement-B-002 (FY20 CIP)				X
Vehicle Replacement-E-103 (FY20 CIP)			X	
Vehicle Replacement-E-106 (FY19 CIP)				X
Vehicle Replacement-E-110 (FY19, FY20 CIP)			X	
Vehicle Replacement-E-115 (FY20 CIP)			X	
Vehicle Replacement-E-134 (TS-001) (FY20 CIP)				X
Water				
Automated Blow-off Valves Installation (FY19 & FY20 CIP)			X	
Tower Protection Upgrades-Caulk & Tenth (FY19 CIP)				
Tower Altitude Valve-Caulk (FY19 CIP)			X	
Tower Painting-Tenth		X		
Water Treatment Facility Controls Standardized (FY20 CIP)	X			
Water Treatment Facility Lot Consolidation-Washington	X			
Water Treatment Facility Test Well- NE Tenth (FY20 CIP)			X	
Water Treatment Monitoring & Process Control Upgrades (4&5) (FY20 CIP)			X	
Citywide Valve & Hydrant Replacement/Improvements (FY20 CIP)				
Water Lines-NE Front (CY20 CIP)		X		
DNREC Water Allocation Permit			X	
Lead Service Line Replacement-Priority Level 1 (FY19 & FY20 CIP)			X	
Lead Service Line Replacement-Priority Level 2 (FY19 & FY20 CIP)			X	
Lead Service Line Replacement-Priority Level 3 (FY19 & FY20 CIP)			X	
Equipment Purchase-Elec Msg Board				X
Vehicle Replacement-W-001 (FY19 CIP)			X	
Vehicle Replacement-W-004 (FY19 CIP)				X
Vehicle Replacement-W-008				
Vehicle Replacement-W-014 (FY20 CIP)				X
Vehicle Replacement-W-015				
Waste Water				
Inflow & Infiltration Investigation/Repair (FY20 CIP)			X	
Pump Station Groundwater Investigation/Repair-Truitt (FY20 CIP)			X	
Pump Station-Shawnee Acres (FY18 CIP)				X
Pump Station Hatch Replacement-N Shore			X	
Pump Station Grinder Pump Installation-Silicato (FY18 CIP)				X
Line Replacement-SE Second (FY20 CIP)			X	
Equipment Purchase-Elec Msg Board				X
Equipment Purchase-Zoom Sewer Camera				X
Vehicle Replacement-SE-002 (FY19 CIP)				
Vehicle Replacement-SE-013 (FY20 CIP)				
Solid Waste				
Vehicle Replacement-SW-012			X	
Streets				
Street Repairs/Resurfacing-Marshall, McColley, Mispillion (FY18 CIP)				
Street Repairs/Resurfacing-Fisher, Roosa, Masten, Plum, Marshall, SE Fifth, McColley, Second, Third, Fourth, Fifth, North, Mill, Kings, Barker, Church (FY20 CIP)	X			
Curb and Sidewalks SE Second St (FY18 CIP)	X			
Curb and Sidewalks West St (FY19 CIP)	X			
Sidewalk Improvements (City-Wide) (FY20 CIP)			X	
Sidewalk Improvements (Private Owner Financing) (FY20 CIP)		X		
ADA Compliant Ramps Installed (City-Wide) (FY20 CIP)				
Pedestrian Crossing/Landscaping S Walnut (FY20 CIP)	X			
Parking Lot Seal/Stripe NE Front/Denney (FY19 CIP)				
Drainage Improvement (Pennsylvania)	X			
Truck Turning Study		X		
Welcome Sign Relocation/Replacement (Rt 113)	X			
Equipment Replacement-S-006				
Equipment Replacement-S-008				X
Equipment Replacement-S-022 (FY19 CIP)				
Equipment Replacement-S-030 (FY20 CIP)				
Equipment Replacement-S-049				
Equipment Replacement-S-050				
Vehicle Replacement-S-001 (FY19 CIP)				X
Vehicle Replacement-S-004 (FY19 CIP)			X	
Vehicle Replacement-S-005 (FY19 CIP)			X	

Vehicle Replacement-S-009 (FY20 CIP)				
Vehicle Replacement-S-016			X	
Vehicle Replacement-S-038 (FY20 CIP)				
Technical Services Division				
Vehicle Replacement B-001 (FY20 CIP)				X
Facilities				
City Hall Exterior Doors Replacement (FY19 CIP)				X
City Hall Chambers Audio System Upgrade (FY20 CIP)	X			
City Hall Chambers Video System Installation (FY20 CIP)				
City Hall Security System Replacement (FY20 CIP)		X		
City Hall IT HVAC Unit and UPS Battery Replacement				X
City Hall Basement Waterproofing (FY20 CIP)				X
Customer Service Building Basement Waterproofing (FY20 CIP)				
Public Works Electric SCADA/Smart Metering Wall Monitor (FY19 & FY20 CIP)			X	
Public Works Breakroom/Locker Room Renovations (FY19 CIP)			X	
Public Works HVAC Replacement (FY19 CIP)				X
Public Works Warehouse Door Security	X			
Public Works Panic Alarms	X			
Public Works Garage Vehicle Diagnostic Scanners (FY20 CIP)				
Public Works Fuel Pump Replacements (FY19 CIP)				X
Public Works Mobil Truck Lifts				
City Wide LED Replacement (FY19 & FY20 CIP)	X			
Residential Subdivisons				
	Plan Review	In Progress - Utility Installation	In Progress - Utility Inspections	Complete
200 NW Front St/Bond	X			
Brookstone Trace				
Cypress Hall-Phase I				
Cypress Hall-Phase II				
Fork Landing Farm			X	
Hearthstone Manor I				
Hearthstone Manor II	X			
Hickory Glen				
Knights Crossing	X			
Lighthouse Estates			X	
Marina Del				
Milford Ponds-Phase I			X	
Milford Ponds-Phase II				
Milford Ponds-Phase III				
Mispillion Landing				
Orchard Hill			X	
Riverwalk Villas	X			
Simpson's Crossing	X			
Walnut Village			X	
Watergate			X	
West Shores at New Milford			X	
Wickersham				
Willows (fka Cascades)-Phase II				
Windward on the River	X			
Commercial Developments				
	Plan Review	Utility Mains Installation	Utility Service Line Inspection	Complete
10th St Medical Office	X			
Bayhealth Sussex Campus-Nemours			X	
Beach Babies	X			
Bright Nest				
DE Rural Water			X	
Delaware Veterans Home				
DNREC Mosquito Control				
DSWA-Transfer Station				
Gator & Associates				
Growmark FS			X	
Kidz Ink	X			
Mavis Discount Tires				
Microtel				

Mid-Delaware Professional				
Milford Ponds-Clubhouse		X		
Milford Wellness Village	X			
Mispillion River Brewery				
Nutrien Ag (fka Crop Production Svcs)				X
Surf & Turf Steakhouse				
Touch of Italy - Business Park				
Windward on the River	X			

CITY OF MILFORD
FUND BALANCES REPORT

Date: January 2020

Cash Balance - General Fund Bank Balance	3,701,939
Cash Balance - Electric Fund Bank Balance	4,895,174
Cash Balance - Water Fund Bank Balance	639,536
Cash Balance - Sewer Fund Bank Balance	411,390
Cash Balance - Trash Fund Bank Balance	641,041

	General Improvement	Municipal Street Aid	Real Estate Transfer Tax	Economic Development Fund
Beginning Cash Balance	468,409	508,531	3,225,011	$104,292
Deposits		68,477	106,334	
Interest Earned this Month	521	637	3,636	
Disbursements this Month		(3,742)	(60,250)	
Ending Cash Balance	$468,930	$573,903	$3,274,731	$104,292

	GF Capital Reserves	Water Capital Reserves	Sewer Capital Reserves	Electric Reserves
Beginning Cash Balance	2,765,367	10,384,197	4,376,131	10,717,091
Deposits				
Interest Earned this Month	8,526	32,121	13,403	32,437
Disbursements this Month	(209)	(500,786)	(328)	(793)
Ending Cash Balance	$2,773,684	$9,915,532	$4,389,206	$10,748,735

	Water Impact Fee	Sewer Impact Fee	Electric Impact Fee	Police & General Government Facilities
Beginning Cash Balance	2,737,433	$1,659,483	$794,940	$79,353
Deposits	41,356	$21,854	$8,400	$13,946
Interest Earned this Month				
Disbursements this Month				
Ending Cash Balance	$2,778,789	$1,681,337	$803,340	$93,299

INTEREST THROUGH THE SEVENTH MONTH OF THE FISCAL YEAR:

General Fund	31,678	Water Fund	4,278
GF Capital Reserves	41,334	Water Capital Reserves	141,576
Municipal Street Aid	5,068	Sewer Fund	4,884
Real Estate Transfer Tax	32,293	Sewer Capital Reserves	59,401
Electric Fund	43,336	Trash Fund	1,526
Electric Reserves	146,139		

TOTAL INTEREST EARNED TO DATE $511,513

REVENUE REPORT

Page Two

58% of Year Expended

Date: January 2020 ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%
Economic Development Fund	166,360	0	131,560	79.08%
General Fund Reserves	630,775	0	114,841	18.21%
General Fund Reserves-New Polic	425,000	35,000	245,000	57.65%
Realty Transfer Tax-Police	723,000	60,250	421,750	58.33%
Real Estate Tax	4,154,385	2,840	4,097,831	98.64%
Business License	50,000	16,555	22,180	44.36%
Rental License	95,000	26,375	35,850	37.74%
Building Permits	200,000	16,596	144,210	72.11%
Planning & Zoning	35,000	0	49,766	142.19%
Grasscutting Revenue	16,000	0	8,000	50.00%
Police Revenues	502,750	11,267	361,333	71.87%
Misc. Revenues	388,398	43,537	192,363	49.53%
Transfers From	3,396,842	283,069	1,981,491	58.33%
Total General Fund Revenues	$10,783,510	$495,489	$7,806,175	72.39%
Water Revenues	2,859,500	244,479	1,774,472	62.06%
Sewer Revenues	2,610,000	216,499	1,494,545	57.26%
Kent County Sewer	2,035,000	166,587	1,145,232	56.28%
Solid Waste Revenues	1,184,965	125,049	737,344	62.22%
Electric Revenues	25,815,000	2,196,799	15,610,965	60.47%
TOTAL REVENUES	$45,287,975	$3,444,902	$28,568,733	63.08%
YTD Enterprise Expense		(31,204)		
YTD Enterprise Revenue		31,961		
LTD Carlisle Fire Company Building Permit Fund		543,188		

CITY OF MILFORD
RESTRICTED CASH RESERVES REPORT

Date: JANUARY 2020

General Fund Reserve Funds

Cash Balance 1/31/20	**$2,773,684**
Restricted Funds	
FY 18 Approved with Budget	($303,936)
FY 18 Capital -Council Approved	($23,700)
FY 19 Approved with Budget	($128,449)
FY 19 Capital -Council Approved	($169,217)
FY 20 Approved with Budget	($623,775)
FY 20 Approved after Budget	(184,487)
Year 2 Funding 5 Police Officers	($450,000)
Year 3 Funding 5 Police Officers	($537,359)
Cost of Asset Replacement	**????????**
Available Cash Balance	**$352,761**

Water Reserve Funds

Cash Balance 1/31/20	**$9,915,532**
Restricted Funds	
NW & NE Front St Waterline	($149,555)
Smart Metering	($239,290)
FY 18 Budgeted Capital	($45,000)
PW-HVAC & Breakroom	($112,500)
UFS-Cost of Service Study	($14,250)
FY 19 Budgeted Capital	($214,000)
SE 2ND Street-utilities, curb&sidewalk	($25,000)
SE Second Lead Gooseneck	($814,400)
25% Mobile Lift System	($15,115)
Front Street water lines	($1,500,000)
Cost of Service Minimum Cash	($2,433,832)
Cost of Asset Replacement	**????????**
Available Cash Balance	**$4,352,590**

Sewer Reserve Funds

Cash Balance 1/31/20	**$4,389,206**
Restricted Funds	
FY18-Shawnee Acres Pump St	($211,000)
Lighthouse Fencing	($20,000)
PW-HVAC & Breakroom	($112,500)
UFS-Cost of Service Study	($14,250)
F250 Pickup Truck	($35,000)
Hook/ Dump Truck W/Plow	($211,791)
I&I Engineering Study	($50,000)
SE 2ND Street utility,curb,sidewalk	($5,000)
SE 2ND Street-Sewer Main	($150,000)
25% Mobile Lift System	($15,115)
DNREC Surface Water Grant	($50,000)
Cost Of Service Minimum Cash	**($3,562,637)**
Cost of Asset Replacement	**???????**
Available Cash Balance	**($48,087)**

Electric Reserve Funds

Cash Balance 1/31/20	**$10,748,735**
Restricted Funds	
FY 17 Smart Meter Project	($26,426)
FY 18 Budgeted Capital	($380,739)
FY 19 Budgeted Capital	($255,000)
FY 19 Budgeted From Res.	($318,717)
PW- HVAC & Breakroom	($121,324)
50% Mobile Lift System	($30,231)
Cost of Service Minimum Cash	($4,816,739)
Cost of Asset Replacement	**????????**
Available Cash Balance	**$4,799,558**

EXPENDITURE REPORT
Page Three

Date: January 2020

58% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
City Manager					
Personnel	651,490	$74,834	360,576	55.35%	290,914
O&M	168,430	$9,491	72,240	42.89%	96,190
Capital	0	$0	0		0
Total City Manager	$819,920	$84,325	$432,816	52.79%	387,104
Planning & Zoning					
Personnel	150,020	$12,204	84,473	56.31%	65,547
O&M	64,387	$1,274	30,861	47.93%	33,526
Capital	0	$0	0		0
Total P, C & I	$214,407	$13,478	$115,334	53.79%	99,073
Code Enforcement & Inspections					
Personnel	286,330	$22,436	159,697	55.77%	126,633
O&M	85,357	$1,907	34,673	40.62%	50,684
Capital	32,000	$0	28,777	89.93%	3,223
Total P, C & I	$403,687	$24,343	$223,147	55.28%	180,540
Council					
Personnel	33,380	$861	14,102	42.25%	19,278
Contract Service-ADA Transition Pl	50,000	$0	0	0.00%	50,000
Legal	45,000	$2,992	24,366	54.15%	20,634
City Hall Building Expense	19,250	$1,604	11,229	58.33%	8,021
Insurance	18,270	$0	13,230	72.41%	5,040
Christmas Decorations	7,000	$0	0	0.00%	7,000
Computer Expense	7,400	$0	0	0.00%	7,400
Council Expense	25,000	$2,433	17,113	68.45%	7,887
Employee Recognition	21,000	$70	18,462	0.00%	2,538
Codification	15,000	$5,312	12,643	84.29%	2,357
Carlisle Fire Company	140,000	$0	0	0.00%	140,000
Museum	30,500	$0	30,000	98.36%	500
Downtown Milford Inc.	45,860	$0	45,860	100.00%	0
Milford Public Library	25,000	$0	25,000	100.00%	0
Economic Development	2,000	$868	1,568	78.40%	432
Armory Expenses	10,000	$127	5,704	57.04%	4,296
Kent Economic Partnership	30,000	$0	30,000	100.00%	0
Election-Wages	6,000	$0	0	0.00%	6,000
Election-Supplies	3,000	$0	0	0.00%	3,000
Police Facility Promotion	7,000	$3,500	3,500	50.00%	3,500
Capital-Council Chambers Recordi	8,795	$0	0	0.00%	8,795
Capital-Council Chambers Monitors	25,000	$0	0	0.00%	25,000
Capital-Video Monitoring system	25,000	$0	0	0.00%	25,000
Total Council	$599,455	$17,767	$252,777	42.17%	346,678

EXPENDITURE REPORT
Page Four

Date: January 2020 58% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Finance					
Personnel	420,713	$33,736	229,098	54.45%	191,615
O&M	105,875	$5,403	52,960	50.02%	52,915
Capital	0	$0	0		0
Total Finance	$526,588	$39,139	$282,058	53.56%	244,530
Information Technology					
Personnel	164,130	$12,247	92,579	56.41%	71,551
O&M	181,950	$5,140	53,062	29.16%	128,888
Capital	48,500	$0	33,123	68.29%	15,377
Total Information Technology	$394,580	$17,387	$178,764	45.30%	215,816
Police Department					
Personnel	4,972,163	$402,529	2,745,366	55.21%	2,226,797
O&M	618,970	$23,069	297,377	48.04%	321,593
Capital	106,185	$0	12,648	11.91%	93,537
Total Police	$5,697,318	$425,598	$3,055,391	53.63%	2,641,927
Streets & Grounds Division					
Personnel	336,000	$25,524	186,739	55.58%	149,261
O&M	443,745	$19,048	195,727	44.11%	248,018
Capital	200,000	$0	32,223	16.11%	167,777
Total Streets & Grounds	$979,745	$44,572	$414,689	42.33%	565,056
Parks & Recreation					
Personnel	692,200	$38,381	349,126	50.44%	343,074
O&M	263,610	$9,840	128,824	48.87%	134,786
Capital	192,000	$0	7,800	4.06%	184,200
Total Parks & Recreation	$1,147,810	$48,221	$485,750	42.32%	662,060
Total General Fund					
Operating Budget	$10,783,510	$714,830	$5,440,726	50.45%	5,342,784

EXPENDITURE REPORT
Page Five

Date: January 2020

58% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Water Division					
Personnel	317,548	$19,547	149,751	47.16%	167,797
O&M	1,500,438	$124,914	821,795	54.77%	678,643
Capital	657,509	$25,665	27,120	4.12%	630,389
Debt Service	384,005	$0	182,637	47.56%	201,368
Total Water	$2,859,500	$170,126	$1,181,303	41.31%	1,678,197
Sewer Division					
Personnel	316,248	$18,942	143,479	45.37%	172,769
O&M	1,799,212	$96,808	995,680	55.34%	803,532
Capital	90,000	$0	83,260	92.51%	6,740
Debt Service	404,540	$17,962	289,528	71.57%	115,012
Sewer Sub Total	$2,610,000	$133,712	$1,511,947	57.93%	1,098,053
Kent County Sewer	2,035,000	$166,586	1,008,153	49.54%	1,026,847
Total Sewer	$4,645,000	$300,298	$2,520,100	54.25%	2,124,900
Solid Waste Division					
Personnel	350,737	$37,018	208,618	59.48%	142,119
O&M	834,228	$67,928	508,601	60.97%	325,627
Capital	0	$0	0		0
Total Solid Waste	$1,184,965	$104,946	$717,219	60.53%	467,746
Total Water, Sewer Solid Waste	$8,689,465	$575,370	$4,418,622	50.85%	4,270,843
Electric Division					
Personnel	1,039,091	$101,664	653,112	62.85%	385,979
O&M	2,717,254	$179,895	1,452,510	53.46%	1,264,744
Transfer to General Fund	2,500,000	$208,333	1,458,333	58.33%	1,041,667
Capital	1,038,040	$0	122,905	11.84%	915,135
Debt Service	320,615	$0	271,408	84.65%	49,207
Electric Sub Total	$7,615,000	$489,892	$3,958,268	51.98%	3,656,732
Power Purchased	18,200,000	$1,420,428	10,032,811	55.13%	8,167,189
Total Electric	$25,815,000	$1,910,320	$13,991,079	54.20%	11,823,921
TOTAL OPERATING BUDGET	$45,287,975	$3,200,520	$23,850,427	52.66%	21,437,548

INTERSERVICE DEPARTMENTS REPORT

Page Six

Date: January 2020

58% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Garage					
Personnel	92,725	7,450	53,601	57.81%	39,124
O&M	113,887	5,538	58,842	51.67%	55,045
Capital	0				
Total Garage Expense	$206,612	$12,988	$112,443	54.42%	94,169
Public Works					
Personnel	720,729	53,086	310,186	43.04%	410,543
O&M	208,665	13,872	104,238	49.95%	104,427
Capital	132,000	0	0	0.00%	132,000
Total Public Works Expense	$1,061,394	$66,958	$414,424	39.05%	646,970
Tech Services					
Personnel	239,513	18,565	135,199	56.45%	104,314
O&M	430,711	22,550	166,408	38.64%	264,303
Capital	64,000	0	61,545	96.16%	2,455
Total Tech Services Expense	$734,224	41,115	$363,152	49.46%	371,072
Billing & Collections					
Personnel	776,589	49,963	395,187	50.89%	381,402
O&M	245,850	19,614	136,134	55.37%	109,716
Capital	47,000	0	14,205	30.22%	32,795
Total Billing & Collections	$1,069,439	69,577	$545,526	51.01%	523,913
City Hall Cost Allocation					
Personnel	0				0
O&M	45,500	13,352	38,043	83.61%	7,457
Capital	102,414	15,070	73,627	71.89%	28,787
Total City Hall Cost Allocation	$147,914	28,422	$111,670	75.50%	36,244

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.

CITY OF MILFORD
FUND BALANCES REPORT

Date: January 2020

Cash Balance - General Fund Bank Balance	3,701,939
Cash Balance - Electric Fund Bank Balance	4,895,174
Cash Balance - Water Fund Bank Balance	639,536
Cash Balance - Sewer Fund Bank Balance	411,390
Cash Balance - Trash Fund Bank Balance	641,041

	General Improvement	Municipal Street Aid	Real Estate Transfer Tax	Economic Development Fund
Beginning Cash Balance	468,409	508,531	3,225,011	$104,292
Deposits		68,477	106,334	
Interest Earned this Month	521	637	3,636	
Disbursements this Month		(3,742)	(60,250)	
Ending Cash Balance	$468,930	$573,903	$3,274,731	$104,292

	GF Capital Reserves	Water Capital Reserves	Sewer Capital Reserves	Electric Reserves
Beginning Cash Balance	2,765,367	10,384,197	4,376,131	10,717,091
Deposits				
Interest Earned this Month	8,526	32,121	13,403	32,437
Disbursements this Month	(209)	(500,786)	(328)	(793)
Ending Cash Balance	$2,773,684	$9,915,532	$4,389,206	$10,748,735

	Water Impact Fee	Sewer Impact Fee	Electric Impact Fee	Police & General Government Facilities
Beginning Cash Balance	2,737,433	$1,659,483	$794,940	$79,353
Deposits	41,356	$21,854	$8,400	$13,946
Interest Earned this Month				
Disbursements this Month				
Ending Cash Balance	$2,778,789	$1,681,337	$803,340	$93,299

INTEREST THROUGH THE SEVENTH MONTH OF THE FISCAL YEAR:

General Fund	31,678	Water Fund	4,278
GF Capital Reserves	41,334	Water Capital Reserves	141,576
Municipal Street Aid	5,068	Sewer Fund	4,884
Real Estate Transfer Tax	32,293	Sewer Capital Reserves	59,401
Electric Fund	43,336	Trash Fund	1,526
Electric Reserves	146,139		

TOTAL INTEREST EARNED TO DATE $511,513

CITY OF MILFORD
RESTRICTED CASH RESERVES REPORT

Date: JANUARY 2020

General Fund Reserve Funds

Cash Balance 1/31/20	**$2,773,684**
Restricted Funds	
FY 18 Approved with Budget	($303,936)
FY 18 Capital -Council Approved	($23,700)
FY 19 Approved with Budget	($128,449)
FY 19 Capital -Council Approved	($169,217)
FY 20 Approved with Budget	($623,775)
FY 20 Approved after Budget	(184,487)
Year 2 Funding 5 Police Officers	($450,000)
Year 3 Funding 5 Police Officers	($537,359)
Cost of Asset Replacement	**????????**
Available Cash Balance	**$352,761**

Water Reserve Funds

Cash Balance 1/31/20	**$9,915,532**
Restricted Funds	
NW & NE Front St Waterline	($149,555)
Smart Metering	($239,290)
FY 18 Budgeted Capital	($45,000)
PW-HVAC & Breakroom	($112,500)
UFS-Cost of Service Study	($14,250)
FY 19 Budgeted Capital	($214,000)
SE 2ND Street-utilities, curb&sidewalk	($25,000)
SE Second Lead Gooseneck	($814,400)
25% Mobile Lift System	($15,115)
Front Street water lines	($1,500,000)
Cost of Service Minimum Cash	($2,433,832)
Cost of Asset Replacement	**????????**
Available Cash Balance	**$4,352,590**

Sewer Reserve Funds

Cash Balance 1/31/20	**$4,389,206**
Restricted Funds	
FY18-Shawnee Acres Pump St	($211,000)
Lighthouse Fencing	($20,000)
PW-HVAC & Breakroom	($112,500)
UFS-Cost of Service Study	($14,250)
F250 Pickup Truck	($35,000)
Hook/ Dump Truck W/Plow	($211,791)
I&I Engineering Study	($50,000)
SE 2ND Street utility,curb,sidewalk	($5,000)
SE 2ND Street-Sewer Main	($150,000)
25% Mobile Lift System	($15,115)
DNREC Surface Water Grant	($50,000)
Cost Of Service Minimum Cash	**($3,562,637)**
Cost of Asset Replacement	**???????**
Available Cash Balance	**($48,087)**

Electric Reserve Funds

Cash Balance 1/31/20	**$10,748,735**
Restricted Funds	
FY 17 Smart Meter Project	($26,426)
FY 18 Budgeted Capital	($380,739)
FY 19 Budgeted Capital	($255,000)
FY 19 Budgeted From Res.	($318,717)
PW- HVAC & Breakroom	($121,324)
50% Mobile Lift System	($30,231)
Cost of Service Minimum Cash	($4,816,739)
Cost of Asset Replacement	**????????**
Available Cash Balance	**$4,799,558**

REVENUE REPORT

Page Two 58% of Year Expended

Date: January 2020 ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%
Economic Development Fund	166,360	0	131,560	79.08%
General Fund Reserves	623,775	0	114,841	18.41%
General Fund Reserves-New Polic	425,000	35,000	245,000	57.65%
Realty Transfer Tax-Police	723,000	60,250	421,750	58.33%
Real Estate Tax	4,154,385	2,840	4,097,831	98.64%
Business License	50,000	16,555	22,180	44.36%
Rental License	95,000	26,375	35,850	37.74%
Building Permits	200,000	16,596	144,210	72.11%
Planning & Zoning	35,000	0	49,766	142.19%
Grasscutting Revenue	16,000	0	8,000	50.00%
Police Revenues	502,750	11,267	361,333	71.87%
Misc. Revenues	388,398	43,537	192,363	49.53%
Transfers From	3,396,842	283,069	1,981,491	58.33%
Total General Fund Revenues	$10,776,510	$495,489	$7,806,175	72.44%
Water Revenues	2,859,500	244,479	1,774,472	62.06%
Sewer Revenues	2,610,000	216,499	1,494,545	57.26%
Kent County Sewer	2,035,000	166,587	1,145,232	56.28%
Solid Waste Revenues	1,184,965	125,049	737,344	62.22%
Electric Revenues	25,815,000	2,196,799	15,610,965	60.47%
TOTAL REVENUES	$45,280,975	$3,444,902	$28,568,733	63.09%
YTD Enterprise Expense		(31,204)		
YTD Enterprise Revenue		31,961		
LTD Carlisle Fire Company Building Permit Fund		543,188		

EXPENDITURE REPORT
Page Three

Date: January 2020 58% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
City Manager					
Personnel	651,490	$74,834	360,576	55.35%	290,914
O&M	168,430	$9,491	72,240	42.89%	96,190
Capital	0	$0	0		0
Total City Manager	$819,920	$84,325	$432,816	52.79%	387,104
Planning & Zoning					
Personnel	150,020	$12,204	84,473	56.31%	65,547
O&M	64,387	$1,274	30,861	47.93%	33,526
Capital	0	$0	0		0
Total P, C & I	$214,407	$13,478	$115,334	53.79%	99,073
Code Enforcement & Inspections					
Personnel	286,330	$22,436	159,697	55.77%	126,633
O&M	85,357	$1,907	34,673	40.62%	50,684
Capital	32,000	$0	28,777	89.93%	3,223
Total P, C & I	$403,687	$24,343	$223,147	55.28%	180,540
Council					
Personnel	33,380	$861	14,102	42.25%	19,278
Contract Service-ADA Transition Pl	50,000	$0	0	0.00%	50,000
Legal	45,000	$2,992	24,366	54.15%	20,634
City Hall Building Expense	19,250	$1,604	11,229	58.33%	8,021
Insurance	18,270	$0	13,230	72.41%	5,040
Christmas Decorations	7,000	$0	0	0.00%	7,000
Computer Expense	7,400	$0	0	0.00%	7,400
Council Expense	25,000	$2,433	17,113	68.45%	7,887
Employee Recognition	21,000	$70	18,462	0.00%	2,538
Codification	15,000	$5,312	12,643	84.29%	2,357
Carlisle Fire Company	140,000	$0	0	0.00%	140,000
Museum	30,500	$0	30,000	98.36%	500
Downtown Milford Inc.	45,860	$0	45,860	100.00%	0
Milford Public Library	25,000	$0	25,000	100.00%	0
Economic Development	2,000	$868	1,568	78.40%	432
Armory Expenses	10,000	$127	5,704	57.04%	4,296
Kent Economic Partnership	30,000	$0	30,000	100.00%	0
Election-Wages	6,000	$0	0	0.00%	6,000
Election-Supplies	3,000	$0	0	0.00%	3,000
Police Facility Promotion	7,000	$3,500	3,500	50.00%	3,500
Capital-Council Chambers Recordi	8,795	$0	0	0.00%	8,795
Capital-Council Chambers Monitors	25,000	$0	0	0.00%	25,000
Capital-Video Monitoring system	25,000	$0	0	0.00%	25,000
Total Council	$540,660	$17,767	$252,777	46.75%	287,883

EXPENDITURE REPORT
Page Four

Date: January 2020 58% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Finance					
Personnel	420,713	$33,736	229,098	54.45%	191,615
O&M	105,875	$5,403	52,960	50.02%	52,915
Capital	0	$0	0		0
Total Finance	$526,588	$39,139	$282,058	53.56%	244,530
Information Technology					
Personnel	164,130	$12,247	92,579	56.41%	71,551
O&M	181,950	$5,140	53,062	29.16%	128,888
Capital	48,500	$0	33,123	68.29%	15,377
Total Information Technology	$394,580	$17,387	$178,764	45.30%	215,816
Police Department					
Personnel	4,972,163	$402,529	2,745,366	55.21%	2,226,797
O&M	618,970	$23,069	297,377	48.04%	321,593
Capital	106,185	$0	12,648	11.91%	93,537
Total Police	$5,697,318	$425,598	$3,055,391	53.63%	2,641,927
Streets & Grounds Division					
Personnel	336,000	$25,524	186,739	55.58%	149,261
O&M	443,745	$19,048	195,727	44.11%	248,018
Capital	200,000	$0	32,223	16.11%	167,777
Total Streets & Grounds	$979,745	$44,572	$414,689	42.33%	565,056
Parks & Recreation					
Personnel	692,200	$38,381	349,126	50.44%	343,074
O&M	263,610	$9,840	128,824	48.87%	134,786
Capital	192,000	$0	7,800	4.06%	184,200
Total Parks & Recreation	$1,147,810	$48,221	$485,750	42.32%	662,060
Total General Fund Operating Budget	$10,724,715	$714,830	$5,440,726	50.73%	5,283,989

EXPENDITURE REPORT
Page Five

Date: January 2020 58% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Water Division					
Personnel	317,548	$19,547	149,751	47.16%	167,797
O&M	1,500,438	$124,914	821,795	54.77%	678,643
Capital	657,509	$25,665	27,120	4.12%	630,389
Debt Service	384,005	$0	182,637	47.56%	201,368
Total Water	$2,859,500	$170,126	$1,181,303	41.31%	1,678,197
Sewer Division					
Personnel	316,248	$18,942	143,479	45.37%	172,769
O&M	1,799,212	$96,808	995,680	55.34%	803,532
Capital	90,000	$0	83,260	92.51%	6,740
Debt Service	404,540	$17,962	289,528	71.57%	115,012
Sewer Sub Total	$2,610,000	$133,712	$1,511,947	57.93%	1,098,053
Kent County Sewer	2,035,000	$166,586	1,008,153	49.54%	1,026,847
Total Sewer	$4,645,000	$300,298	$2,520,100	54.25%	2,124,900
Solid Waste Division					
Personnel	350,737	$37,018	208,618	59.48%	142,119
O&M	834,228	$67,928	508,601	60.97%	325,627
Capital	0	$0	0		0
Total Solid Waste	$1,184,965	$104,946	$717,219	60.53%	467,746
Total Water, Sewer Solid Waste	$8,689,465	$575,370	$4,418,622	50.85%	4,270,843
Electric Division					
Personnel	1,039,091	$101,664	653,112	62.85%	385,979
O&M	2,717,254	$179,895	1,452,510	53.46%	1,264,744
Transfer to General Fund	2,500,000	$208,333	1,458,333	58.33%	1,041,667
Capital	1,038,040	$0	122,905	11.84%	915,135
Debt Service	320,615	$0	271,408	84.65%	49,207
Electric Sub Total	$7,615,000	$489,892	$3,958,268	51.98%	3,656,732
Power Purchased	18,200,000	$1,420,428	10,032,811	55.13%	8,167,189
Total Electric	$25,815,000	$1,910,320	$13,991,079	54.20%	11,823,921
TOTAL OPERATING BUDGET	$45,229,180	$3,200,520	$23,850,427	52.73%	21,378,753

INTERSERVICE DEPARTMENTS REPORT

Page Six

Date: January 2020

58% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Garage					
Personnel	92,725	7,450	53,601	57.81%	39,124
O&M	113,887	5,538	58,842	51.67%	55,045
Capital	0				
Total Garage Expense	$206,612	$12,988	$112,443	54.42%	94,169
Public Works					
Personnel	720,729	53,086	310,186	43.04%	410,543
O&M	208,665	13,872	104,238	49.95%	104,427
Capital	132,000	0	0	0.00%	132,000
Total Public Works Expense	$1,061,394	$66,958	$414,424	39.05%	646,970
Tech Services					
Personnel	239,513	18,565	135,199	56.45%	104,314
O&M	430,711	22,550	166,408	38.64%	264,303
Capital	64,000	0	61,545	96.16%	2,455
Total Tech Services Expense	$734,224	41,115	$363,152	49.46%	371,072
Billing & Collections					
Personnel	776,589	49,963	395,187	50.89%	381,402
O&M	245,850	19,614	136,134	55.37%	109,716
Capital	47,000	0	14,205	30.22%	32,795
Total Billing & Collections	$1,069,439	69,577	$545,526	51.01%	523,913
City Hall Cost Allocation					
Personnel	0				0
O&M	45,500	13,352	38,043	83.61%	7,457
Capital	102,414	15,070	73,627	71.89%	28,787
Total City Hall Cost Allocation	$147,914	28,422	$111,670	75.50%	36,244

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.

DELAWARE LEAGUE OF LOCAL GOVERNMENTS

MAPLE DALE COUNTRY CLUB
180 MAPLE DALE CIRCLE
DOVER, DE 19904

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THURSDAY, MARCH 26, 2020
REGISTRATION/SOCIAL HOUR: 5:30 P.M. - 6:15 P.M.
DINNER: 6:30 P.M. – 7:15 P.M.
PROGRAM: 7:15 P.M.

PROGRAM:

The keynote speaker for the March meeting is Kathleen McGuiness, Delaware State Auditor of Accounts. Kathy was elected in 2018 and is the State's first female Auditor of Accounts. She was born and raised in Delaware and earned a Bachelor's Degree in Biology and Pharmacy. Prior to her election as Auditor, Kathy served as an elected Rehoboth Beach Commissioner for almost 20 years.

The Auditor of Accounts is responsible for auditing all state agencies, school districts and non-profit organizations that receive funding from the State. Mrs. McGuiness will speak about the mission of the Office and new directions and goals of the State Auditor.

PLEASE RSVP TO CHRISTINE NO LATER THAN 03/16/20

****

Next Meeting: Thursday, April 23, 2020

Checks Payable to: Delaware League of Local Governments ($35)

MARK A. WHITFIELD, INTERIM CITY MANAGER
201 South Walnut Street
Milford, DE 19963

THE CITY of Milford DELAWARE

PHONE 302.422.1111
FAX 302.424.3553
www.cityofmilford.com

To: City Council and Mayor
From: Mark Whitfield, Interim City Manager/Public Works Director
Subject: Carlisle Fire Company Funding
Date: March 3, 2020

Attached for Council's review are the minutes from the April 22, 2019 Council Meeting where the 2019 annual funding for the Carlisle Fire Company was discussed. On Page 12 of the minutes, it was stated:

> *"Council agreed that next year, an agreement must be in place, but this year the $100,000 should be paid."*
>
> *"Mayor Campbell summarized the conversation, stating that the $100,000 be paid and when the budget is discussed in June, the money will be appropriated though the expenditure will not be made until the agreement is in place."*

Additionally, the City and Carlisle entered into an agreement for 2019, which expired on December 31, 2019, that states in the last paragraph of the agreement:

> *"This agreement supersedes all previous agreements, oral or written, between the two parties. This agreement shall be effective for Calendar Year 2019 only and shall be replaced by an agreement being negotiated by the parties."*

Therefore, the intent of Council in 2019 was to authorize the $100,000 contribution to Carlisle Fire Company for the 2019 calendar year, but the agreement being drafted by Attorneys Rutt and Rogers be finalized prior to any contribution being made in 2020.

The 2020 Operating Budget does include $100,000 for the Carlisle Fire Company.

Recommendation: Staff recommends Council consider one of three options:

1. Authorize $100,000 to Carlisle Fire Company with no agreement;
2. Authorize $100,000 to Carlisle Fire Company with a one-year agreement, similar to the 2019 agreement;
3. Authorize $100,000 to Carlisle Fire Company upon execution of the formal agreement being drafted by Attorneys Rutt and Rogers.

MILFORD CITY COUNCIL
MINUTES OF MEETING
April 22, 2019

A Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Monday, April 22, 2019.

PRESIDING:	Mayor Archie Campbell
IN ATTENDANCE:	Councilpersons Christopher Mergner, Mike Boyle, Lisa Ingram Peel, Todd Culotta, Owen Brooks Jr., Douglas Morrow and Jason James Sr.
STAFF:	City Manager Eric Norenberg, Police Chief Kenneth Brown and City Clerk Terri Hudson
COUNSEL:	Solicitor David Rutt, Esquire
ABSENT:	Councilmember Katrina Wilson

CALL TO ORDER

Mayor Campbell called the Council Meeting to order at 7:31 p.m.

INVOCATION AND PLEDGE

The Pledge of Allegiance, followed the invocation was given by Councilmember James.

RECOGNITION

Proclamation 2019-05/Municipal Clerks Week

City Clerk Terri Hudson and Deputy City Clerk Christine Crouch were recognized for the 50th Anniversary of Municipal Clerks Week.

City Manager Norenberg read the following proclamation into record:

WHEREAS, The International Institute of Municipal Clerks (IIMC), a professional nonprofit association with 14,500 members comprising City, Town, Township, Village, Borough, Deputy and County Clerks throughout the United States, Canada and fifteen other countries, celebrates its 50th Anniversary of Municipal Clerks Week this year; and

WHEREAS, Beginning in 1969, IIMC sponsored Municipal Clerks Week and in 1984, Ronald Reagan was the first President to sign a Proclamation officially declaring Municipal Clerks Week the first full week of May, thus publicly recognizing the essential role Municipal Clerks play in local government, and the importance of their responsibilities; and

WHEREAS, The oldest professional among public servants, the Municipal Clerk's primary function is to serve as the Mayor and Council's foundation, while preparing agendas, publishing legal notices, recording and transcribing meeting minutes, drafting ordinances and resolutions, preserving historical records, administering elections, protecting the City seal, and ensuring compliance with local, state, and federal requirements in relation to contracts, grants, and other official documents and acts, all while serving as the clearinghouse for information about the City and its community; and

WHEREAS, Municipal Clerks pledge to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education sessions, workshops and meetings of their state and international professional organizations.

WHEREAS, This celebrated week is an appropriate time to recognize the exceptional accomplishments of this municipality's Office of the Municipal Clerk, and in particular City Clerk Teresa Hudson, Master Municipal Clerk and Deputy City Christine Crouch, Certified Municipal Clerk.

NOW, THEREFORE, I, ARTHUR J. CAMPBELL, MAYOR OF THE CITY OF MILFORD, do hereby recognize the week of May 5 through May 11, 2019, as Municipal Clerks Week, and extend my appreciation and applaud the untiring work ethics of Municipal Clerk Teresa Hudson and Deputy City Clerk Christine Crouch, and to all Municipal Clerks for the vital services performed and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this 22nd day of April in the Year of Our Lord, Two Thousand Nineteen.

The proclamation was presented to Ms. Hudson and Ms. Crouch.

Proclamation 2019-09/Economic Development Week

City Manager Norenberg read the following proclamation into record:

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers stimulate and incubate entrepreneurism in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

WHEREAS, economic developers work with passion and dedication here in the City of Milford, Delaware; and

NOW, THEREFORE, I, Arthur J. Campbell, Mayor of the City of Milford, Delaware, do hereby proclaim May 6 to 11, 2019 as "National Economic Development Week" and recognize the contributions of our community economic development partners, including Downtown Milford, Inc. and the Chamber of Commerce for Greater Milford, salute the City of Milford staff engaged in Economic Development, and in particular Rob Pierce, and remind community members and business persons of the importance of this community celebration that supports expanding career opportunities and improving quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Milford to be affixed hereto this 22nd day of April 2019.

He then recognized Planning and Economic Development Director Pierce for his work with the City Manager and other economic partners in Delaware.

Proclamation 2019-10/Honoring Outgoing Councilman Christopher Mergner

Mayor Shupe recognized Councilman Mergner presenting him with the following proclamation:

WHEREAS, Sworn in by the Honorable William J. Walls, Jr. on June 23, 2014, Christopher H. Mergner has served as a Councilman for the City of Milford after being elected to fill the remaining term left vacant by then newly elected Mayor Bryan W. Shupe; and

WHEREAS, Christopher H. Mergner has served as a member of the Community Affairs, Public Works, Finance, Economic Development, Annexation and Charter Review Committees during that period of time; and

WHEREAS, Christopher H. Mergner also served as Milford's representative on the Kent Economic Partnership Committee beginning in 2016, providing outstanding public service to the residents and businesses in Central Delaware through his conscientious efforts; and

WHEREAS, major accomplishments have taken place during his tenure as a Councilmember of the City of Milford, including the planning and completion of the $314 million Bayhealth Sussex Campus, riverwalk and greenway expansions, formation of private/public partnerships, initiation and implementation of downtown revitalization efforts, redevelopment of vacated subdivisions, approvals of major healthcare projects, essential transportation improvements and other capital needs; and

WHEREAS, Christopher H. Mergner has decided not to seek re-election to Council and his term expires on May 6, 2019, and

WHEREAS, Christopher H. Mergner has devoted his time and attention to these important functions and has served well in his capacity as a member of City Council.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED BY THE MAYOR AND COUNCIL OF THE CITY OF MILFORD, IN COUNCIL MET:

1. The Mayor and Council express their extreme appreciation to Christopher H. Mergner for devoting his undivided attention and rendering his guidance and leadership ability to the City of Milford over the past five years.

2. Christopher H. Mergner is hereby recognized and commended for many outstanding accomplishments during his tenure as Councilmember made possible by his commitment, devotion, thoroughness, good judgment, integrity and concern. Best wishes are extended to him in his future endeavors.

Councilman Mergner spoke about his time on Council, adding that he took this opportunity to be more active in the community. He thought I was a great ride and will miss his economic involvement. He acknowledged the City Department heads adding that he will be around and hopes to become involved in something similar in the near future.

COMMUNICATIONS & CORESPONDENCE

Included in packet.

UNFINISHED BUSINESS

No items to discuss.

NEW BUSINESS

Approval/Milford Little League Agreement

Work continues on the agreement and the Little League Board is currently reviewing the most recent draft. Once they have provided their authorization, the agreement will be presented to Council for ratification.

Carlisle Fire Department Quarterly Update

President Kevin Donovan introduced himself noting that though the agenda reflects a quarterly update, he was under the impression they were reviewing their financials. He introduced Duane Fox, Past Chief and Chief Engineer, who will be presenting the information.

He noted that a document was provided today and apologized for being late.

Mr. Fox said he has been a member of Carlisle's Board for several years during which time the fire department has gotten much busier. He then provided the following statistics:

	2016	2017	% Increase	2018	% Increase	2019 (Projected)*
Fire Calls	*476*	*564*	*18%*	*664*	*18%*	*700+*
Ambulance	*2,850*	*2,933*	*3%*	*3,140*	*7-8%*	*3,400*

**Based on 2019 First Quarter*

Mr. Fox explained that although they are called a volunteer fire department, it is really a combination fire company due to having paid staff. Due to the small number of EMT volunteers, they would not be able to provide the ambulance service currently available through the company.

Of those totals, 75% of their runs are within the City of Milford due to the increase in commercialization. In addition, they respond to automatic alarms, EMS calls, fire and public assist calls.

In addition, they have a dedicated number of volunteers who are fire police. They typically put out more than 1,000 volunteer hours per year by helping with parades, funerals, car accidents and city calls (traffic lights, electric and utility emergencies). Doing this allows the police officers to leave those scenes and back to patrol.

Of the projected 3,075 calls within the limits of Milford, 525 will be fire calls, 2,550 will be ambulance calls which equates to 8.5 calls per day. They have 24-hour EMS coverage on one rig and just added a second 12-hour rig in order to cover the number of runs. Carlisle employs two full-time EMT's and the balance of 17 part-time employees. They also have a paid secretary/supervisor that costs a total of approximately $450,000 a year to cover the runs in the City of Milford and the little bit of county in their jurisdiction. As a result, they pay $335,000 (or 75%) to provide paid staff solely in the City of Milford.

An average ambulance call runs $700 a run though they only receive a 60% return and even less when considering Medicare and Medicaid. Medicaid will pay the fire company $75 for a $700 ambulance run and cannot be billed higher. Medicare pays a certain percentage though the balance can be billed.

The fire company offers an ambulance club, which is a way to offset related costs over the year. Today that membership is $50 and any additional fees that due after the insurance is billed is waived for members.

He recalled several yeas ago, under City Manager Dick Carmean, the City started charging the fire company utilities. Prior to that, they did not pay for water and electric. As a result, the contribution was slightly higher to offset that cost. From 2001 to 2003, the fire company was receiving $52,000. Following they received the below amounts:

2004	$77,000
2005-2006	$102,000
2007	$200,000 (to purchase a tanker and pumper)
2008-2009	$150,000

Following the economy downturn, Council asked Carlisle Fire Company to reduce their contribution. The fire company was very willing to do that.

Mr. Fox said that was a gentleman's agreement because there was nothing in writing. Also, during that time, the City promised to give them the money that was saved over those years at a future date. As a result, it was decreased to $140,000. They have received that amount up to January 2018.

In 2019, they received zero dollars.

Mr. Fox took into consideration the prior increase of 40-45% when the fire company went from $77,000 to $102,000, though he realized that was unreasonable. He then considered a 10% increase which would result in a $300,000 payment today.

Mr. Fox looked at the number of residential units in Milford which was based on the number of water meters. The water department explained there are water customers outside of the City though that number is not as large in comparison to electric customers. As a result, there are about 3,840 residential units that are metered/billed in the City of Milford, 615 commercial units of which 13 belong to the City.

He then used $50 a unit which calculates to $192,000 a year to protect those units. To protect the brick and mortar commercial units, which the fire company does on a regular basis, is $150 or $92,250 for a total of $284,250.

As a result, the fire company is asking the City to provide $290,000 this year. Of that, the City will get back $35,000 to $40,000 for utilities, which reduces that number to $250,000 to $255,000.

Mr. Fox emphasized that does not pay for the EMS staff that cost $332,000 and that is where the City's money will be used to provide EMS service to the residents within the City. They will continue to volunteer to provide fire service though young kids don't want to do it anymore. He himself may have ten or so years left which will put him close to 70. There is a big gap of firefighters that have ten and thirty years of experience.

He noted that there is a nursing home, dementia unit, veterans' home and a hospice in Milford, in addition to the proposed assisted living/nursing home at the Milford Hospital, adding that all those patients have to be transported to the Bayhealth. In addition, there are more planned residential units in Milford. All of that straps the fire and police departments. They can only hope that when the fire whistle blows, firefighters show up.

Mr. Fox said he is asking from the City, a fair and balanced figure of $290,000.

A discussion followed that $100,000 was appropriated in the current budget and they have been negotiating a contract, as was done, with all other non-city entities, for many months. The plan approved by Council was for $100,000 to come out of the general fund and $40,000 to come out of the enhancement fund thru a potential increase of .25% (from .25 to .50%). However, that the fire company representatives did not agree to that which required other discussions and negotiations.

When they were asked what they do with the money from the City, their response was that it was none of their business. Mr. Fox explained that they were asked what the fire company has done with the $1 million provided them over the past ten years.

Mr. Fox explained that every year, the fire company comes before City Council and requests funding requests and provides information on where the money has been spent. Their secretary has the documentation which is provided annually every year.

However, he does not feel the Carlisle Fire Company should have to again present the same presentations from the past nine years when they have already heard and seen that documentation. He said the fire company tell them every year where the money is spent.

Mayor asked if representatives canceled at least four to five meetings; Mr. Fox said he does not know that but he has attended every meeting he is supposed to come to. The fire company was asked if the money from the City was used for capital or operating expenses and they were told that is not for the City to ask.

Mr. Fox said he did not say that when he sat here during the one meeting.

Mayor recalled Carlisle asking for the money in the enhancement fund and the City stated that they would have to look into whether or not that could be handled in that manner. That was one of the meetings that no one showed up. Four refusals followed after which a meeting was held in which nine people were in attendance.

There was discussion about whether the agreement correlates with the funding; he does not remember tying any money to a written agreement.

Solicitor Rutt explained that the agreement that is being worked on, along with Carlisle's Attorney Rogers, lays out how Carlisle Fire Company and the City interact moving forward, in terms of budget request timing, information provided, etc. Mr. Rutt pointed out they are the largest recipient of funds. It talks about how the money is to be used, public outreach programs, etc., in addition to how the enhancement fund is to be addressed. Under the current enhancement fee ordinance, Mr. Rut said he looked at the history of the ordinance. In the last version he received from Attorney Rogers, states the enhancement fund in total would be turned over to Carlisle though that is not what the ordinance states.

The current draft does not tie the actual appropriation from last year to the contract.

Councilman Brooks and Morrow feel it is bad faith to hold the money over the head. They agree the contribution is not tied into the contract.

Councilman James recommends that Council conducts themselves in a meaningful manner when this is being discussed. If he understands this correctly, the 2019 donation is what has not been provided.

Mr. Fox said it is weird because the fire company comes before Council in April and it is never paid until the following January.

Councilman James confirmed that the money that has not been issued is not related to the contract that is being considered and instead was under the contract in place at the time. Councilman Morrow said there never was a contract.

Solicitor Rutt said there had been some agreements in the past.

Mr. Fox explained that before the lengthy contract, the fire company had a two-page contract in which the appropriated amount was stated in that contract which required them to provide service to the City of Milford. Every year, they have been asked to account for the money and each year when they show up during the budget meetings, they account for last year's money and inform Council what they will use the money for this year.

He noted that last year, their representatives did not understand some of the perimeters that is placed on how they ask for money and they made a mistake and asked for a capital improvement. He further stated that the City's money is only 10% of their total working budget. He just told Council the fire company will spend all that money in employees every year. Instead, they are nice enough to break it down.

Mr. Fox said they were told only $100,000 would be provided this year; and they would receive $40,000 of their own money. He added that the money put in the Carlisle Fire Company Enhancement Fund cannot be touched except to give it to the fire company and the agreement presented years ago when this came up.

Mr. Fox explained that this was recommended years ago because Sussex County started doing the same thing. Carlisle had some members that felt they were missing out on the Kent side because they do not do it. The representatives approached the City Manager at the time and hammered out an agreement ordinance and what he had been told, though he was not in those negotiations, is that money is available for Carlisle to use though it has to be requested and the City prefers it be used on capital expenses. In the meantime, the City is going to put it into an account and collect the interest.

He noted that Sussex County gives them the funding every year and the fund starts again each year. However, it is divided between eighteen other fire companies in Sussex County. However, they happen to be a Kent County fire department by location, so they only get half of the enhancement money that comes from the building fund in Sussex County. It is actually split up 18 and a half times and after a certain figure, you receive whatever has been built in your territory.

He said that Carlisle has also asked for money from that enhancement fund at different times. They are willing to do that until that is how they get funding. Now, the City is taking away from his funding that is for special projects and giving that as part of the appropriation which does no set well with him.

Pointing out that all firefighters have other jobs and other obligations, he is sure that is why they weren't showing up for meetings. He recalled that Mr. Donovan tried to find people and had scheduled meetings that were moved because there were not enough people to attend and he did not want to waste the City's times with only one or two people.

According to Mr. Fox, the enhancement fund was offered to them in full. When asked how much is in it, Mr. Fox said he is unsure because at the time, the fire company was having to pay an attorney to figure out why the City was giving away that money by not making Bayhealth pay that fee. He recalled the City asked the fire company if they were willing to waive the enhancement money. First of all, they should not have been put in that position because it is not their ordinance. Because now, Bayhealth is not happy with Carlisle Fire Company because they made them pay $300,000 into that enhancement fund that they were trying to save. He said that ordinance and agreement states that everyone pays into that fund. They built a building to house the ambulance and they paid that enhancement fund.

Councilman James wants to maintain some order so that he can understand what it is he is trying to decide. He is hearing is that there is an enhancement fund, which is separate from the budget appropriation, and there was a two-page agreement up until some point in time and asked when that ended. And there is a current agreement under negotiations.

Councilman James asked when the two-year agreement ended or did it exist until some point in time.

Mr. Fox said that was in effect until sometime in the middle of 2018. After that, the new proposal was presented. However, the fire company still received the two-page agreement because they were still negotiating and instead accepted the two-page agreement they had forever.

They are still under negotiations and the just received the agreement a week or so ago.

City Manager Norenberg recalled when this was discussed during the budget adding that it was never said they would take the $40,000 from the enhancement fund money. However, an increase to the enhancement fund was considered to generate at least $40,000 or more. For some reason, that was ruled out by the fire company who did not want the increase.

Mr. Norenberg said the discussion about the enhancement fee with Bayhealth was also mischaracterized. Councilmembers that were present at that time, did not want a conflict between Bayhealth and the fire company. Instead, the City agreed to see if there was a possibility for a compromise and a win-win solution, where the fire company and the hospital would be happy with the results. There was no intent to pick a winner or loser and never wanted to make a decision that neither would be happy with, but ultimately that no-solution was negotiated between Carlisle and Bayhealth and the fee was collected and the balance in the fund as of last month was $455,000, which is published every month in the finance report.

Mr. Norenberg said there was a section in the draft agreement, which is also included in the two-page agreement Mr. Fox referred to, in some form or another, that states 'if Council awards a grant to Carlisle, it shall pay the grant in full on or before ---- date and following the passage of the budget'. That spells out the agreement is part of the granting document.

He also recalled that last year, during June and July, there were new agreements with the Boys and Girls Club, DMI and Milford Museum. It was agreed that all City agreement be consistent because the two-page agreement did not have a lot of the current terms and provisions, etc. that a modern, updated agreement contains. They were trying to standardize the format and content of all four agreements, which is when Mr. Norenberg said down with the President and Treasurer to talk about the new agreement. At that time, the President said they will need to review it and then get back to the City. He asked the agreement be sent electronically and some meetings were scheduled, though several were postponed and canceled, after which Carlisle's attorney became involved sometime in August or September and subsequently, Mr. Rutt because involved as well.

Mayor Campbell recalled that when the budget was being reviewed and Chief was asking for five additional officers, when the Carlisle Fire Company's $140,000 contribution came up, it was compared to the cost of the five new officers. When that was explained to Carlisle, their comment was that was a bad decision on the City's part. However, Mayor Felt it was a good decision based on the needs of the police.

In the meantime, Mr. Rutt has gone through the contract and many things were different than what has been explained. He said the reason the meetings were canceled is because a FOIA was submitted. When the information was received, it was a huge surprise the amount of money Carlisle has. Its members were very upset about that. And the only reason the FOIA was submitted is because they refused to sit down with the City and talk about those things.

Since then, he has met with them three times with Mr. Norenberg and Mr. Rutt, and it was always the same thing. He said this is what really happened. He said if that is what the agreement said and that is what they were going by.

Councilperson Peel did not realize the City was placing a conditional use on the $100,000 when it was appropriated. She recalled the discussion about the capital improvement. She said she might be naïve or misunderstood though she was very surprised they had not received the $100,000. Mayor Campbell recalled the discussions because he was on Council at the time.

Mr. Fox then explained the contract says that City Council, and specifically the City Manager or one of his designees, gets to see their books. He said they have been an incorporated business since 1802. The City's money is 10% of their budget and Carlisle did say they could not see their books, because its none of the City's business.

He said how he saves money and where he pinches pennies to make things happen, because this year, he has to buy a $1.5 million ladder truck. He asked where is that money coming from though it is not coming from the hospital. Because after that bridge burnt up, they can no longer go there and ask them. And the ladder truck is going to be used on the tallest building in the City of Milford.

Mr. Fox continued by stating that the condition would allow them to see their books and the fire company said no they will not. As a result, the City went to the State Fire Commission which can be done by anyone who submits a FOIA. After they told the City no, that it was really none of their business, they said they would be happy to tell them and they are happy to tell them, as they do every year when they present their needs and where each penny the City gives them goes. He thinks it is fair to do that every year.

However, he said how they spend the state appropriations and how they raise money, is the Carlisle Fire Company's business and he is pretty sure the City is not hunting up other incorporated businesses asking them to show the City their books. If the City wants to run the fire department, he agrees they should see the books, but that includes fire and EMS, but the books are available.

But at 10%, Mr. Fox said that does not warrant the fire company to give their entire books to the City to find out if the 10% is warranted.

Councilman Boyle disagreed explaining that this money is not the City's, but instead belongs to the taxpayers of the City of Milford and asked if he is saying they have no right to know where their money is going. Mr. Fox said that is absolutely not what he said. Councilman Boyle said the City gives to four different organizations and periodically, and typically quarterly the other organizations come in and inform Council what they are doing and provide financials. He cannot understand how this is a burden to come before Council and say this is what we are doing in the best interest of the City of Milford with your money.

Councilman James agreed stating that is what he always thought that was asked upon every organization who receives funding from the City.

Mr. Fox said it was the way it was asked as much as anything. If anyone wants to see his proposed budget, he has no problem with that.

Councilman Boyle further explained that what is being asked is if the taxpayers' money is being used wisely. That information simply reaffirms that and provides reassurance to the taxpayers. But by saying the City cannot see what they do and it is none of the City's business is a bad message to be sending.

Councilmember Peel said there is a distinction between the fire company's overall budget and what we're giving.

Mr. Fox said the $1.4 million that is spent in the books have to be presented to the State of Delaware because they appropriate the most amount of money. They have no issue at all telling the City where the $100,000 or $290,000 goes. They stand before this Council every year and tell them where this money is going to be spent.

But they will not say how they will spend all the money the fire company gets from appropriations through the State of Delaware because they tell the commission that and the auditors office. Mr. Fox said he agrees the citizens should know exactly where their money is spent and they will tell the City that. But how Carlisle invests their money to pay bills to do what they do, is the Carlisle Fire Company's business that is overseen by the commission. That happens because they are volunteers and as can be seen in the newspapers, money does disappear and it is accounted for. But that is not a problem.

He reiterated that every year, they tell City Council where the City's money was spent and the documentation is provided.

Councilman James said he agrees with Councilman Boyle, as he has said to many people out loud, that it is the responsibility of this Council to make sure the taxpayer's money is accounted for, properly documented and they have the right to know where it is going. Form what he just heard from Fireman Duane Fox say that is what they are willing to do.

Mr. Fox said the problem is they are being required to turn the books over to the City. It does not say they only continue to provide information on where the $140,000 has been spent.

Solicitor Rutt referenced the two-page agreement that requires the fire company to furnish personnel, equipment, at its own risk and expense to attend fires and related occurrences in the City and the City in turn agrees to pay Carlisle ___ dollars. The earlier agreements (early 1990's) indicated specific items the money is to be used for.

According to Mr. Fox, there have been good-faith or handshake agreements with the City, which happens all the time. The fire department is not against a contract, though some of the bits and pieces need to be negotiated.

Mr. Rutt stated that there have been a lot of negotiations, which he considers the document to be a memorandum of understand, which Mr. Rogers and he disagree with as well. There was something submitted, there was a response and a response has gone back. He feels the latest response does not seek all of Carlisle's books and records, but instead seeks other grant requests.

Mr. Rutt noted that any type of grant application he has been involved in, requires what other funding sources have been sought, but he has not had a response from Mr. Rogers.

They do not that Sussex County provides numerous funding pieces that are called different things—such as fire company grants, ambulance grants, though he agrees that Carlisle only receives half of the other fire departments in Sussex County receive.

It is Mr. Rutt's understanding that Kent County also make some type of funding, in addition to the state and other entities.

However, Mr. Rutt does not want a misconception that this is all one-sided from the City to Carlisle because some of the things that came back were a little bit skewed in the other direction. His intent was to lay out the relationship of Carlisle and the City of Milford and make it clear so that people sitting around this table, who may not be here ten years from now would have no questions. That is the reason this needs to be hammered out so that everything is clear and there are no questions later on, because this is a big number for the City of Milford, its taxpayers and Carlisle Fire Company.

Mr. Fox said this is a year contract because the funding is going to be different every year. They will not stay at $140,000 forever.

Mr. Rutt read from the proposed contract:

If City Council awards a grant to Carlisle, it shall pay the grant, in full, on or before the ---- day of ----- following the passage of the City budget. Carlisle shall use the funds granted as it deems reasonable and necessary in accordance with Section B(2).

He noted that section B(2) is part of the budget request, and how Carlisle intends to use funds requested from the City for the upcoming year.

Mr. Fox said that is the reason he is here. Instead he is here to ask and provide documentation as to why Carlisle needs the money and where the money will be spent. He reiterated that $290,000 is the request emphasizing that the money will be spent on electric, water and trash of which $35,000 to $40,000 is that range. The additional $250,000 to $255,000 will be used to offset the cost to provide ambulance service/EMS service to the citizens of the City of Milford. That includes salaries, taxes, etc. included in an employee's pay. That estimated figure is $332,537.

Council agrees they should receive the $100,000 earmarked that should have been provided in January.

Councilman Mergner agreed the money should be provided but we need to continue working on the agreement to address these future items so there are no questions and we do not have to go through this again.

Unintelligible conversation.

Councilmember Peel said the $100,000 was approved in June; Councilman James said that Mr. Fox says the fire company provides a presentation every year. He asked if they had already come or after this became an issue to say how they will spend it.

Unintelligible conversation.

At the time this came up, Mr. Fox stated that President Donovan and then-Treasurer Joe Mriss came before this Council and asked for the same amount of $140,000 they have always received since 2010.

Councilman James again asked if the $100,000 approved was after the fire company had done their presentation and provided the information on how the money would be spent or is that what is being done now.

Councilmember Peel said it was supplied in paper.

City Manager Norenberg explained that they were asked to provide this information on the first night of the budget hearings so that Council is able to act more accordingly in planning the remaining budget. Councilman James confirmed that the $100,000 has been satisfied; Councilmember Peel said yes that is why she is very surprised they never received their money under the conditions that had been set previously. She was not under that understanding.

Mr. Fox said they ask and say this is what they project to spend the City's money on and they do that every year. But the City has not given them any money so no they have not come and said how they will spend no money. But they will come back each year, as they always have, report how it will be spent though it will be on utilities and employees' salaries.

In addition, Mr. Fox pointed out they do that in writing every year. Councilmember James said he understands.

There was a misunderstanding about the two-page agreements and how current they were.

Councilman Boyle said it sounds like there has been a signed agreement and believes there is a need for a signed agreement in place that is needed in the future.

Mayor Campbell summarized stating that the Carlisle Fire Company is given the $100,000 and Attorney Rutt and Attorney Rogers will settle what will occur henceforth. He agrees the $100,000 is for 2019.

A discussion then occurred about whether there was a need to vote on the $100,000 because Council already voted on it though there was a question about issuing a check without an agreement as was done with the other organizations;

Mr. Rutt asked if when the budget was approved last June, the funding was approved for the various organizations and dispersed once the agreements were in place;

Councilman Mergner recalled each coming and talking about what they would use the money for and does not recall a contract being significant.

It was agreed the fire company provided answers to what the money was going to be used for; Councilman James said that is what he is hearing as well. Councilmember Peel said she did not understand there be specific conditions tied to the money.

Again, there were questions about whether a vote was needed; Councilman Morrow argued that it had already been voted on and a vote wasn't needed.

Councilman Boyle pointed out we are now discussing Council procedure and asked if Carlisle's representatives could sit down while this is worked out.

After reviewing the minutes, Solicitor Rutt read portions of the minutes noting that the minutes are somewhat unclear whether the agreement would be tied into the payment:

The Carlisle Fire Company consideration to increase the enhancement fund fee and reduce the contribution, paid by the general fund to $100,000. Mr. Norenberg explained it is important to ensure the fire company they will not lose revenue because of the increase to the enhancement fund. Currently it is ¼% thought presently determining the amount needed to guarantee there is no gap.

Councilman Morrow agrees that any additional costs they encounter are the result of growth. He recalled several years ago when the police chief proposed a public safety development fund that was identical and the intent was to assist with funding of the new police facility.

It was confirmed the enhancement fund could be used for capital expenditures. Councilman Morrow recommends they be combined with some type of performance type tracking system that has been absent over the years. He recommends the same criteria apply to DMI, Milford Museum and Carlisle Fire Company.

Ms. Frederick suggested asking for the fire company's profit and loss statement, income and expenses and what they are receiving and spending their money on. Councilwoman Peel agrees adding that she asked for the same information from DMI and was concerned that their increased request was tied to a guaranteed salary increase.

Mr. Norenberg explained that the agreement will identify quarterly reports, an evaluation process and other performance measures planned for other entities that receive taxpayer funding.

Councilwoman Wilson said this has been discussed on many occasions and recalls when the President of Carlisle Fire Company used to come before the council and provide the information. She feels the City was at fault for not requesting that information as was agreed with both parties at that time.

Councilmember Peel said the ambiguity falls in where we are talking about the specific capital fund and having something there. That is why she thought that was appropriate at the time.

Solicitor Rutt then referenced the charter regarding the administration of the budget that states as follows:

Section 6.06. Adoption of the budget shall constitute appropriations of the amounts specified therein, as expenditures from the fund indicated, and shall constitute a levy of the property tax therein proposed.

Mr. Rutt feels that based on what was approved last year and what the minutes state, $100,000 has been appropriated as expenditures from the budget. From going forward, each entity receiving money must have some type of agreement in place so that Council has something to rely on now and in the future.

Council agreed that next year, an agreement must be in place, but this year the $100,000 should be paid.

Based on the conversation, Mr. Norenberg does not feel another vote is needed. Mr. Rutt stated that it was voted on last June as part of the adopted budget and that the intent of Council was that all agreements be in place with all the receiving organizations as part of the budgeting process for this coming year.

Mayor Campbell summarized the conversation, stating that the $100,000 be paid and when the budget is discussed in June, the money will be appropriated though the expenditure will not be made until the agreement is in place.

It was confirmed there is $100,000 in the general fund budget; the intent was to increase the Carlisle Enhancement Fee to provide additional funding and to make up the difference, though that was never agreed to. If Council wished to proceed, an ordinance would need to be created.

When asked if a motion was needed, Council stated no motion is needed though the consensus of Council agreed.

Alcohol Waiver/Chapter 77/Alcoholic Beverages/Riverwalk Freedom Festival

Angela Dorey, Riverwalk Freedom Festival Chairperson was present and briefly reviewed the request submitted March 25, 2019 which sates as follows:

Once again, the Chamber of Commerce for Greater Milford is hosting the 19th Annual Riverwalk "Freedom" Festival scheduled for Saturday, September 14, 2019. As we did in the past, we will hold the event all on one day, with the vendor and children's activities beginning at 9 am on Saturday, ending with fireworks after dark that evening. The enclosed area in Bi Centennial park known as the Red, White and Brew Garden continues to be a hit, rain or shine. We are diligently planning this year's festival, so we want to begin accurately advertising the details of the event. We request permission to host the Beer Garden in Bicentennial Park again.

We will use the same layout that worked so well with the Red, White & Brew Garden, and will have a fenced off area in a small section of the park with a view of the stage. A map is attached for your information. We will be checking identifications and hand stamping those above age 21. This will allow them to purchase beer and wine with cash during the festival in the designated area. We will reserve the right to recheck identification as deemed appropriate. As the Delaware Alcoholic Beverage Control regulations permit, the designated area will be family friendly, so all ages will be permitted to enter the area. We will have the entrance/exit clearly marked with eyelevel signage that no alcoholic beverages are permitted beyond the designated area. We will have a portable restroom in the enclosed area, as well as multiple trash bins. We plan to have cornhole and food vendor(s) in the area as well. We will provide several open tents to provide shade and cover and we will follow all Delaware Alcoholic Beverage Control regulations regarding alcohol service, including obtaining a Gathering License.

The Beer Garden would open at 12 noon on Saturday, September 14th and will close at 10 PM. All beer and alcohol sales will end promptly at 9 pm.

We are requesting your approval to waive the restrictions against alcohol in the park from 11 am until 10 PM on this date. If you have any questions, please contact me at 302-588-3573 or by email at angeladorey@comcast.net.

Councilmember Peel moved to approved the Alcohol Waiver submitted for the Riverwalk Freedom Festival on September 14, 2019, seconded by Councilmember James. Motion carried.

Certification/2019 City of Milford Voter Registration

City Manager referenced the list of registered voters in the packet for the upcoming April 27, 2019 election.

RX Date/Time 07/27/2018 01:17 P.002
JUL/27/2018/FRI 01:16 PM FAX No. P. 002

AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of January 2018, by and between THE CITY OF MILFORD, a municipal corporation of the State of Delaware, hereinafter called "City", Party of the First Part, and CARLISLE FIRE COMPANY, a corporation of the State of Delaware, hereinafter called "Company", Party of the Second Part.

WHEREAS, pursuant to 77 Delaware Laws Chapter 405, the "City" is vested with the authority, the power and the function to protect and preserve property, public and private, and the safety of the citizens, and

WHEREAS, the "Company" was the sole bidder and the only responsible bidder to perform the services of rendering fire protection for the public buildings of the "City" and for the property and possessions of the citizens within the City of Milford, and

WHEREAS, protection of lives and property within the limits of the City of Milford against fire and related hazards is vital to the safety and general welfare of the people within the City of Milford.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IS HEREBY AGREED TO AS FOLLOWS:

That the "Company" agrees with the "City" to furnish all personnel and equipment and at their own risk and expense covenant and agree that the "Company" will be ready at all times of the day and night to attend fires and related occurrences within the City and to use their best efforts in good and workmanlike manner to extinguish said fires for the following consideration:

That the "City" will pay to the said "Company" for services to be rendered for the period of January 1, 2018 through December 31, 2018 the sum of One Hundred Forty Thousand Dollars ($140,000.00).

RX Date/Time 07/27/2018 01:17 P.003
JUL/27/2018/FRI 01:16 PM FAX No. P. 003

Page 2 of 2

IN WITNESS WHEREOF, the "City" has by virtue of approval of the Fiscal Year 2017-2018 Budget duly adopted by the City Council under the date of the 12th day of June 2017, caused this contract to be signed by the Mayor and the Seal of the City to be affixed hereto and attested to by the City Clerk, and the "Company" has caused this agreement to be signed by the proper authorities.

This contract supersedes all previous contracts.

THE CITY OF MILFORD	CARLISLE FIRE COMPANY
Mayor	President
Attest:	
City Clerk	Secretary
Seal	Seal

Page 2 of 2

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That the "City" will pay to the said "Company" for services to be rendered for the period of January 1, 2019 through December 31, 2019 the sum of One Hundred Thousand Dollars ($100,000.00).

IN WITNESS WHEREOF, the "City" has by virtue of approval of the Fiscal Year 2017-2018 Budget duly adopted by the City Council under the date of the 11th day of June 2018, caused this contract to be signed by the Mayor and the Seal of the City to be affixed hereto and attested to by the City Clerk, and the "Company" has caused this agreement to be signed by the proper authorities.

This agreement supersedes all previous agreements, oral or written, between the two parties. This agreement shall be effective for Calendar Year 2019 only and shall be replaced by an agreement being negotiated by the parties.

THE CITY OF MILFORD

Mayor

CARLISLE FIRE COMPANY

President

Attest:

City Clerk

Secretary

Seal

April 24 2019

Date

4-24-2019

Date

CITY OF MILFORD
SPECIAL EVENTS PERMIT APPLICATION

EVENT INFORMATION

Event Name: 5th Arena Running of the Goat

Address: Arena Restaurant 200 NE Front Street Milford DE 19963

Date/Time:

Setup	Day: Fri 5/8/2020	Date	5/8/2020	Time	noon
Event Starts	Day: ~~Friday~~	Date	5/8/2020	Time	5pm
Event Ends	Day: ~~Friday~~	Date	5/8/2020	Time	10 pm
Dismantle	Day: ~~Friday~~ Sat.	Date	5/8 & 5/9	Time	pm-am

Event Type: (see DEFINITIONS)

- [x] Athletic Event
- [ ] Carnival / Circus
- [ ] Exhibition
- [ ] Fair
- [ ] Farmer's Market
- [ ] Festival
- [ ] Parade/March
- [ ] Street Market
- [ ] Street Fair/Block Party/Neighborhood Event

Anticipated Attendance: Daily: _____ Total: 400-450 (depends on weather)

[x] Yes [ ] No Is this an annual event?

[ ] Yes [x] No Has this event ever been held at another location? If yes, please provide references:

Location	Date	Contact Name	Phone Number

APPLICANT INFORMATION

Organization Name: Race2Run

Chief Authorizing Official, if not you: Wayne Kurek & Barb Kurek

Address: P.O. Box 24

City: Montchanin State: DE Zip Code: 19710

Phone: 302 563 2829 Cell: 302 521 0134

Email: Barb@Race2Run.

The **Applicant** must be able to answer questions regarding the entire event and event application. He/She must be available for any planning meetings scheduled prior the event.

ON SCENE CONTACTS

Name of On Scene Contact(s): Zaida Guajardo Milford Boys & Girls Club

Cell: 302 841-9639

The **On Scene Contact** is the individual in charge of the event and must be available via the phone number provided above at the event site during the setup, event times, dismantling and be in possession of the approved special event permit.

EVENT COMPONENTS

If the event includes <u>any</u> of the following, a detailed site plan must be submitted (see site plan instructions).

Yes ◉No **Right of Way Usage**
Will the event require any temporary closures <u>or restrict access</u> to streets, sidewalks, or alleys?
If yes, Attachment E and Attachment F must be completed and submitted with this application.

Yes ◉No **City Park/Facility Usage**
Will the event require the use of City-owned ■ park/property or ■ facility?

Yes ◉No **Mobile Food Vendors/Concessions/Vendors**
Will the event have mobile food vendors, a concession stand(s) or vendors?
If yes, Attachment G must be completed and submitted with this application.

Yes ◉No **Alcohol/Wine/Liquor**
If yes, Attachment H must be completed and submitted with this application.

◉Yes No **Inflatables**
If yes, the following must be completed:

Entertainment Company _____ Phone _____
Address _____ City _____
Contact _____
Proof of Insurance is required.

Yes ◉No **Entertainment**
Is there is live entertainment, DJ, band, performers, or use of a stage?
If yes, Attachment I and Attachment F must be completed and submitted with this application.

◉Yes No **Tents/Membrane Structures**
If yes, tents, multiple tents or membrane structures over 350 square feet require approval from the State Fire Marshal and City Planning Department.

Yes ◉No **Parade/March**
If yes, Attachment E and Attachment J must be completed and submitted with this application.

Yes ◉No **Temporary Fencing**
If yes, all fencing must be shown on the Site Plan and complete the following information:

Arena Parking Lot

Fencing Company _____ Phone _____
Address _____ City _____
Contact

Yes ◉No **Electrical Service/Generators**
Will you be using generators? ■Yes ■No
Are you in need of access to the community power outlets available in the downtown business district? ■Yes ■No
In order to ensure adequate electric, please explain what the electric service be used for?

Computer printing results

EVENT COMPONENTS-CONT'D

●Yes (●No) **Carnival Rides**

If yes, a Permit must be obtained from the State Fire Marshal's Office and the following must be completed:

Number of Rides _____

Amusement Company _____ Phone _____

Address _____ City _____

Contact _____

Proof of Insurance is required.

●Yes (●No) **Trash/Recycling Services**

Do you have a company handling trash and recycling services for your event?

Vendor/Company _____ Phone _____

Address _____ City _____

Contact _____

If no, are you requesting the City of Milford provide trash/recycling services for your event.

■Yes ■No

(●Yes) ●No **Portable Restrooms**

You are required to provide portable restrooms at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site, which will be available to the public during your event. It is recommended that hand-sanitizing services be provided. Number of restrooms will be determined based on the number of persons expected under an assembly use. Please note restrooms may not be dumped into storm drains.

Number of portable restrooms _____ Of those, how many are ADA accessible _____

Company _____ Phone _____

Address _____ City _____

Contact _____

●Yes (●No) **Fireworks or Pyrotechnics**

If yes, applicant must contact the State Fire Marshal's Office for any and all approval regarding pyrotechnics or fireworks and a permit must be issued prior to the event start date. An inspection must be scheduled with the Fire Department prior to pyrotechnics being brought on the site.

NOTE: Fireworks companies are aware that a separate, special application must be filed with the State Fire Marshal's Office for fireworks or other pyrotechnic displays and a special permit will be issued.

Applicant/organizer shall be responsible for the cost of fire inspections and the cost of all standby fire protection as deemed necessary.

Approval of this Special Event Application shall not be deemed approval of any fireworks or pyrotechnic display.

(●Yes) ●No Is the Applicant/Organization a commercial entity?

●Yes (●No) Is the Applicant/Organization a bona fide tax exempt, non-profit entity? If yes, you must attach to this application a copy of your IRS 501(C) tax exemption letter providing proof and certifying your current tax exempt, non-profit status.

Corporation/Organization Name Milford Boys & Girls Club of DE

State of Incorporation DE Tax ID# _____

Races 2 Run

Zaida will provide

APPLICATION CHECKLIST

Before submitting your application, make sure you review the following checklist to ensure your application is complete.

Completed	N/A	
☒		Attachment A –Security Plan (REQUIRED OF ALL APPLICANTS)
☒		Attachment B –Fire and Life Safety Plan (REQUIRED OF ALL APPLICANTS)
☒		Attachment C –Medical Plan (REQUIRED OF ALL APPLICANTS)
☒		Attachment D –Sanitation (REQUIRED OF ALL APPLICANTS)
☒	☐	Attachment E –Streets / Traffic
☒	☐	Attachment F –Temporary Street Closure
☐	☐	Attachment G –Concessionaires / Vendors
☐	☐	Attachment H –Liquor License
☐	☐	Attachment I –Entertainment
☐	☐	Attachment J –Parade

Additional Requirements:

In addition to completing the application form(s), the applicant/organizer is required to furnish the following with their special event permit application:

☒ **General Liability Insurance Listing the City of Milford as an Additional Insured:**
Evidence of General Liability Insurance Coverage in an amount not less than one million dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence.

"The City of Milford, together with it selected and appointed officials in their individual and official capacities, it's employees, volunteers, principals, agents, officers, directors, predecessors, successors and assigns are named as additional insured with respect to liability arising out of (name of event) to be held on (dates) of the event."

Additional endorsements that may be required:

A. If food is sold or served at the event, the insurance policy must include an endorsement for product liability in an amount not less than one million dollars ($1,000,000).

B. If alcoholic beverages are served at the event, the policy must include an endorsement for liquor liability in an amount not less than one million dollars ($1,000,000).

C. If the event involves the use of vehicles, the policy must also include an endorsement for automobile liability in an amount not less than one million dollars ($1,000,000).

☐ Applicant hereby requests waiver of insurance under the prohibitive cost exemption (Block Party/Neighborhood Event ONLY) or under the Freedom of Speech Exemption.

Please provide explanation: _____

_____

_____

_____

☐ **Clarification of Applicant's Status:**
Applicants/Organizations claiming tax-exempt, non-profit status must include a copy of their IRS tax exempt, non-profit determination letter to the application.

APPLICANT AGREEMENT / IDEMNIFICATION AGREEMENT

☑Yes 1. Applicant agrees, upon request, to submit a security plan setting forth the proposed security measures to be taken to protect the health, safety and welfare of the participant, spectators, bystanders and passersby. This plan may be reviewed by the Police Department who may accept, reject, alter or impose conditions upon the security plan. Security measures may include, but are not limited to, the hiring of private security or Milford Police officers at the applicant's expense. Milford Police Department has the sole discretion regarding approval of private security firms/organizations.

☑Yes 2. Applicant agrees, upon request, to pay a refundable "Deposit," at least ten (10) days prior to the event as a condition of the issuance of the Special Event Permit. Applicant also agrees to pay cleanup costs, repair of damage to City property, installation and/or removal of no parking signs or barricades, unanticipated incurred personnel expenses, etc, in excess of the deposit, incurred by the City. Such cost shall be deducted from the Deposit. If there is no Deposit or if the amount of the Deposit is insufficient to cover the costs, the Applicant/ Organizer will be billed for such costs. Your deposit will be returned if the area used for the event has been cleaned and restored to the same condition as existed prior to the event. The deposit requirement may be waived if City Administration deems that such a deposit is not necessary.

☑Yes 3. Applicant agrees, upon request, to notify all residents and businesses that will be affected by a street closure and/or amplified sound. If the event/closure will affect access to more than one business, the applicant agrees to notify the Chamber of Commerce for Greater Milford and Downtown Milford, Inc (for events in downtown).

☑Yes 4. Applicant agrees, upon request, to ensure warning signs and barricades are provided and situated in such position that the road closure may be maintained in a safe and orderly manner. Such information can be found in the Manual on Uniform Traffic Control Devices.

Applicant agrees to submit, upon request of the City of Milford, any additional information required to evaluate this application and permit. Applicant certifies that all information contained herein and any other information submitted in support of this application and permit is true and correct to the best of their knowledge.

Applicant agrees that any false statement or material misrepresentation made in support of this application and permit is cause for denial of issuance of a Special Event Permit. Applicant also agrees that failure to adhere to the policies, procedures and ordinances established by the City of Milford or any conditions or restrictions imposed upon the permit by the Milford Police Department or any other City Department is cause for revocation of the Special Event Permit. Applicant further agrees the permit may be revoked at any time by any supervisor of the Milford Police Department, the Parks & Recreation Director, the Public Works Director or the City Manager (or designee).

Applicant agrees to protect, defend, indemnify and hold the City of Milford, its elected and appointed officials in their individual and official capacities, it's employees, volunteers, principals, agents, officers, directors, predecessors, successors and assigns (collectively, "City") harmless from any and all losses, damages, claims for damages, liability, suits, judgments, expense or cost arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs and expert fees) of any nature whatsoever arising out of or attributed to issuance of the Special Event Permit herein identified or the authorization thereof regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

Barb Brown Kurus 12/13/2019

Signature of Applicant | Printed Name | Date

SECURITY PLAN

As the event applicant or organizer, you are required to provide a safe and secure environment for the event. This is accomplished through sound pre-planning by anticipating potential problems and concerns related to the event and the surrounding environment and by being prepared to react during the event to any unanticipated problems. The size, type, time of day and location of your event are all items that must be analyzed in depth and addressed in your security plan. The event may require the services of Milford Police Officers, Crossing Guards and or Public Works employees. Applicant/Organizer may also need the services of a Private Security provider for this event. Private Security must be properly licensed and bonded in the State of Delaware and must be approved by the Milford Police Department.

Since most events occur during warmer weather, the applicant/organizer must also have an emergency plan for crowd safety or event cancellation during severe weather conditions.

Crowd managers (event staff) must be provided for facilities or events where more than 1,000 persons congregate. The minimum number of crowd managers shall be established at a ratio of one crowd manager to every 250 persons.

(●) Yes ( ) No Do you have an adequate number of crowd managers? How many? 10

(●) Yes ( ) No Will your event be requesting off-duty Milford police officers?

Number of off-duty officers requested: We work with Milford Police to decide

( ) Yes (●) No Have you hired a licensed professional security company to develop and manage your event's security plan?

If yes, you are required to provide a copy of the security company's valid License issued by the State of Delaware.

Name of Security Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email: _____

ATTACHMENT B
FIRE AND LIFE SAFETY PLAN-REQUIRED

GENERAL REQUIREMENTS

☒Yes An approved, available method of notifying public safety agencies in the event of an emergency shall be provided prior to the start of any outdoor special event. On-site phones, or cellular phones, may fulfill this requirement. In Milford, the emergency number is 911.

☒Yes Fire apparatus access shall be maintained throughout all areas of the event. Consideration shall be given to various event functions and Fire Department access to structures within the event area. Minimum fire department access dimensions are 24 feet wide, 14 feet high, with an outside turn radius of 55 feet and an inside turn radius of 35 feet.

☒Yes All temporary electrical wiring shall be in accordance with the National Electric Code. Wire feeds and drops shall be run above pedestrian walks, buried, or so located as to not create a trip hazard. All trailer mounted generators must be grounded and have a 40BC fire extinguisher near each unit.

☐Yes ☒N/A Fueling or defueling vehicles, generators, or equipment is prohibited during event hours unless approved prior to the event.

PUBLIC ASSEMBLY PERMIT

All public assemblies of more than 49 people in buildings or areas that are not regularly classified for use as public assembly sites must be reviewed and approved by the State Fire Marshal's Office for compliance with the fire code. Examples include barricaded streets and other defined venues, fenced beer gardens, concerts, tent events, trade shows, or use of a warehouse or other building not classified for public assembly for a special event venue. As part of the permit requirements, onsite stand-by and inspection services may be required due to the size, complexity and/or unique safety issues regarding the activities associated with the proposed event.

TENT PERMIT

○Yes ●N/A A floor plan shall be approved for interior setup of all tents. Location of chairs, tables, stages, aisles, exits, fire extinguishers, etc. shall be shown on the plan. Tents, multiple tents or membrane structures over 350 square feet require approval from the State Fire Marshal's Office and City Planning Department. Site inspection is required. Minimum separation from any property line, building line, other tent, canopy or other temporary membrane structure shall be 20 feet.

SPECIAL REQUIREMENTS

1. NA Amusement rides and buildings used for "haunted houses," "fun houses," or other special amusements require approval from the State Fire Marshal's Office and City Planning Department.

MEDICAL PLAN

Large capacity events (over 1,000 attendees) have the potential of quickly overwhelming emergency response (fire, ambulance) agencies that are not staffed for these emergencies. Calling '911' when an injury occurs is normal. Expecting emergency responders to handle an incident with multiple injured people can rapidly and unexpectedly exceed the capability of those services. The applicant/organizer must provide an approved emergency medical service on site during an event, as follows:

Emergency Medical Services Resource Matrix				
Event Type	**Crowd Size**	**On-site access to 911 and CPR**	**On-site basic first aid station**	**On-site Basic Life Support ambulance**
Concert, musical festival, block party, street fair	Less than 2,500	Required	Required	Optional
	2,501-15,000	Required	Required	Required
Athletic/sporting event	Less than 2,500	Required	Required	Optional
	2,501-15,000	Required	Required	Required
Parade	Less than 2,500	Required	Required	Optional
	2,501-15,000	Required	Required	Required

○ Yes ☒ No Based on the size and nature of your event, have you secured an Ambulance service to be onsite for the entire duration of the event?

Service Name: We will request Milford Ambulance

○ Yes ● No Has applicant/organizer hired a professional emergency medical services provider to develop and manage the event's medical plan?

If yes, please complete the following:

Medical Service Provider: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email: _____

SANITATION AND CLEAN UP

Who will return the event location/route and surrounding areas to pre-event condition? The 5K course will be cleaned up by Milford Boys & Girls Club volunteers as wrap-up.

How will the event location/route and surrounding areas be cleaned up? Road Run will remove signs

Business name of company responsible for cleanup: Arenas will clean up their parking lot

State of Delaware License Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email: _____

Event location and adjacent areas must be returned to "pre-event" conditions.
Refer to the section regarding "Deposit" on Page 10 for further explanation.

STREETS / TRAFFIC

Is your event going to temporarily close or obstruct, delay or interfere with the normal flow of vehicular or pedestrian traffic to any of the following?

○Close	●Obstruct	○No	Streets
○Close	○Obstruct	○No	Sidewalks
○Close	○Obstruct	○No	Parking lots
○Close	●Obstruct	○No	Other facilities such as parks, schools, churches, or vacant lots

If a street will be closed, the applicant/organizer must notify residences and businesses affected by the event. If more than one business is affected, it is also necessary to notify the Chamber of Commerce for Greater Milford and Downtown Milford, Inc (for events downtown). See Attachment F for notification letter.

If this event requires street closure(s), please include on the Site Plan the location of barricades and traffic control personnel. You will be required to obtain traffic safety equipment for the safe closure of the venue and to ensure proper detour and parking information is posted. Depending upon the type of event, you may need barricades, traffic cones, directional signage, etc. It is the responsibility of the applicant/organizer to obtain and to properly place this equipment prior to the beginning of the event. The Police Department will assist you with your traffic plan, if needed.

●Yes ○No Are you seeking use of any City owned traffic safety equipment (i.e. barricades, safety cones, etc.)?
If yes, please explain the type equipment and number requested. The City will drop off but not set up requested equipment.

will talk

Type of Equipment: barricades safety cones Number Requested: do police
Type of Equipment: _____ Number Requested: _____
Type of Equipment: _____ Number Requested: _____

If a street closing is approved, the applicant/organizer is responsible to ensure emergency vehicles may still access buildings in the area as necessary.

All traffic and pedestrian control devices on all streets and highways open to public travel in Delaware must conform to the Delaware Department of Transportation, Manual on Uniform Traffic Control Devices, part 6.

○Yes ●No Will the event involve the use of a parking and/or shuttle plan?
If yes, attach a copy of the plan including anticipated parking spaces needed, path of shuttle and location of directional signage for guests.

○Yes ●No Are you seeking to restrict parking before, during or after the event?

If yes, explain: _____

ATTACHMENT F
TEMPORARY STREET CLOSURE OR AMPLIFIED SOUND

NOTICE OF TEMPORARY STREET CLOSURE OR AMPLIFIED SOUND

(You may mail or hand deliver this completed document to surrounding properties to notify them of a proposed street closure or amplified sound; it may be reproduced as needed.)

Notice to Occupant:

The City of Milford requires that all affected residents and/or businesses adjacent to a proposed street closure or amplified sound be notified of such.

☒ A temporary street closure has been requested adjacent to your property on the following dates and times.
☐ Amplified sound has been requested adjacent to your property on the following dates and times.

Date(s): May 8, 2020

Time(s): Noon to Midnight

The purpose of the proposed street closure or amplified sound is the (Name of Event): Running of the Goat

Applicant/Organization: Races 2 Run

Name of Contact Person: Zaida Guajardo (Boys & Girls Club)

Means of Contacting via Address/ Phone/ Email: 302-841-9639

CONCESSIONS/VENDORS

○Yes ◉No Will items or services be sold at your event?

◉Yes ○No Will food or beverages be provided, distributed or sold at the event?
If yes, applicant/organizer must contact the State of Delaware Division of Public Health for a permit at (302) 744-4556. Copies of Health Department inspection forms may be requested by the City of Milford prior to the event.

Event Organizers that will have vendors at the special event are required to submit a list of all vendors to the City Clerk's Office (below). Changes to this list may be made up to a week before the event and must be in writing. Vendors not included on the list submitted will not be permitted to operate at the Special Event. Please note Mobile Food Trucks will not be permitted to park near storm drains.

Vendors Working Event:

#	Name of Business	Owner(s) Name(s)	Phone
1	Arena's	Ramsey Schrader	
2	Beer - Dogfish Head		
3	other beer vendors		
4			
5			
6			
7			
8			
9			
10			

○Yes ◉No Will the event be professionally catered?

If your event is being catered, please provide the following information:

Name of Licensed Caterer: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Cell: _____
Email: _____

○Yes ◉No Will there be animals present (i.e. petting zoo, circus, pony rides, dogs, other)?
If yes, please specify the type and number of each animal.
Animal? _____ How many? _____
Animal? _____ How many? _____
Animal? _____ How many? _____
Add additional pages to list addition animals, if necessary.

The Milford Code, Chapter 78 regulates animals within the City limits.
Applicant/Organizer must comply with all provisions.

As the event applicant/organizer, you are required to comply with all City, County, State and Federal Disability Access Requirements applicable to the event.

ATTACHMENT H
LIQUOR LICENSE

ALCOHOLIC BEVERAGES

If your event is providing, distributing, selling, or dispensing alcoholic beverages, it may require a temporary alcohol permit, and if so you will need to submit an application for a permit to the Delaware Office of Alcoholic Beverage Control Commissioner which can be reached at (302) 577-5222. Applications are available at: http://date.delaware.gov/OABCC/forms-applications.shtml

Check all that apply:

- [x] Free Alcohol
- [x] Alcohol Sales
- [x] Free and Sale Alcohol
- [ ] Sampling of Alcohol
- [x] Beer
- [ ] Beer and Wine
- [ ] Beer, Wine and Distilled Spirits

Do you plan to secure a:

- [x] Gathering License
- [x] Extension of Premises License

Please describe your security plan to ensure the safe offering of alcohol at your event.

Wrist bands to those runners 21 & over
Party area will be set up by barriades - Carding will be used

If applying for a Gathering License, the following must be provided:

Organization Name ~~Yes~~ IRS 501(C)3#

Name of contact at Organization Phone

On-site Agent Responsible for Alcohol

How will attendees over the age of 21 be identified?

What controls will be used to keep attendees under the age of 21 from obtaining alcohol at the event?

ENTERTAINMENT

●Yes ○No Is there any live entertainment, DJs, bands, or performers occurring during your event? If yes, Attachment F must be completed and submitted with this application. Please complete the following:

Number of stages: 1

Number of performers/bands: ? to be determined

Type of music: ?

Please describe the sound equipment that will be used for your event: _____

○Yes ○No Will sound checks be conducted prior to the event?

Start time: _____ Finish time: _____

○Yes ○No Will sound amplification be used?

Start time: _____ Finish time: _____

○Yes ○No Will there be a contracted sound company on site?

If yes, who: _____

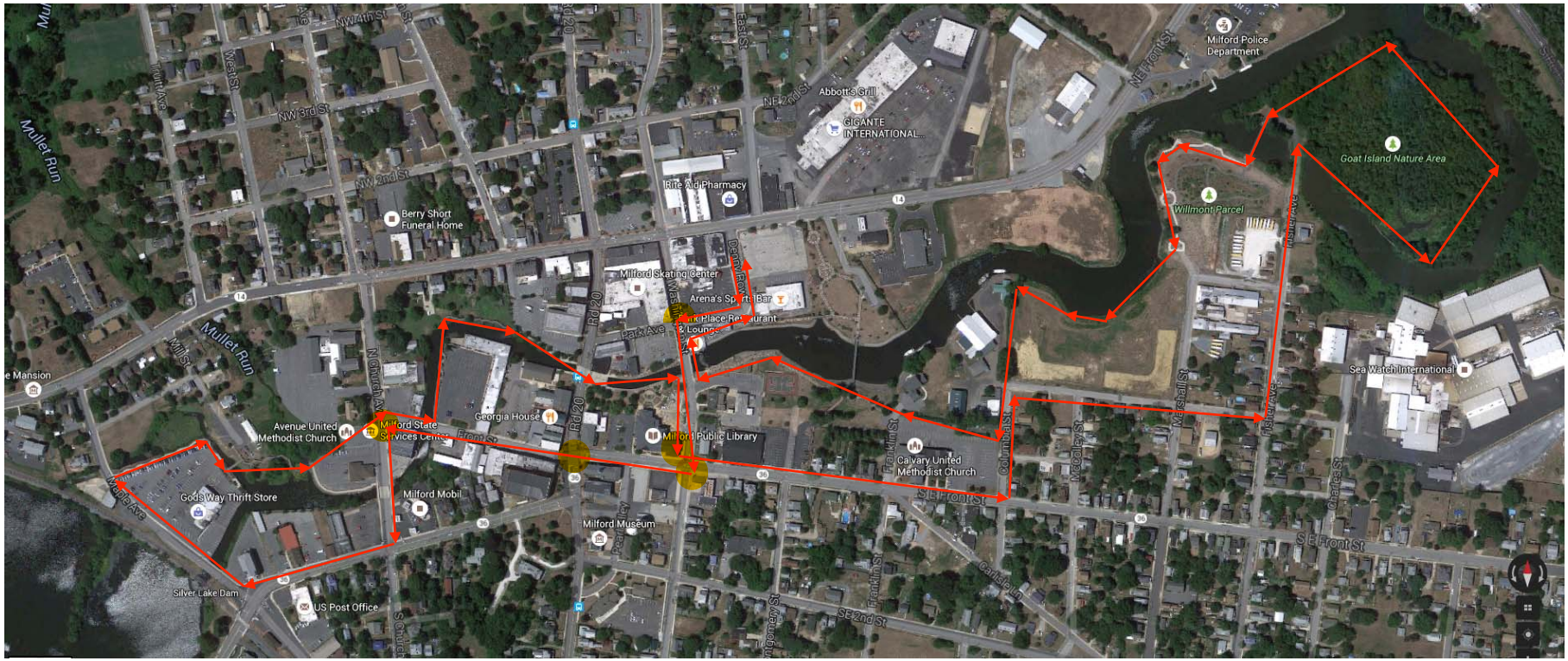
○Yes ○No Does your event include any casino games, bingo games or drawing opportunities?

If yes, describe: _____

○Yes ○No Will a temporary stage canopy be used?

If yes, please see "Tent Permit" on page 12.

B&G Club---Running of the Goat 5K



*Beginning at 200 NE Front St (Arena's Sports Bar Parking Lot), head south on Denny's Row, continuing on Park Ave until turning left onto N Washington St;
*Turn right onto SE Front Street, cross S Walnut St and continue onto SW Front St;
*Turn left onto N Church Ave, right onto Causey Ave;
*Turn right onto Maple Ave and turn right hru parking lot left of Gods Way Store) onto Riverwalk; follow until turning left onto N Church Ave;
*Turn right onto SW Front St and left onto the Riverwalk;
*Cross S Walnut St staying to the right and re-entering Riverwalk on east side of S Walnut St;
*Turn right onto S Washington St, then left onto SE Front St;
*Turn left onto Columbia St, right onto Mispillion St and left onto Fisher Ave and continue until reaching Goat Island;
*Travel around Goat Island counterclockwise until exiting via the main bridge;
*Turn right onto Riverwalk and follow onto Columbia St;
*Turn right into the Calvary United Methodist Church parking lot and re-enter Riverwalk at end of Franklin St and continue traveling straight (westbound);
*Turn right onto N Washington St, right onto Park Ave until ending at 200 NE Front Street (Arena's Sports Bar Parking Lot).

<Note: Arena's address is 200 NE Front Street. Race starts and ends in parking lot by way of Park Avenue so there is no impact to NE Front Street>

Event Route:

Beginning at 200 NE Front Street (Arena's Sports Bar Parking Lot), head south on Denny's Row, continuing on Park Ave and turn left onto N Washington Street. Turn right onto SE Front Street and cross S Walnut Street continuing straight onto SW Front St. Turn left onto N Church Ave and right onto Causey Ave and right onto Maple Ave. Turn right onto the Riverwalk and follow until taking a left onto N Church Ave. Turn right onto SW Front Street and left onto the Riverwalk. Cross N Walnut Street, staying to the right. Turn right onto S Washington St and left onto SE Front St and left onto Columbia St. Turn right onto Mispillion St and left onto Fisher Ave. Follow until reaching Goat Island and travel around Goat Island counter clockwise until exiting via the main bridge. Turn right onto the Riverwalk and follow onto Columbia St. Turn right into the Calvary United Methodist Church parking and pick up Riverwalk at end of Franklin Street. Turn right onto N Washington Street and right onto Park Ave until ending at 200 NE Front Street (Arena's Sports Bar Parking Lot).

City of Milford

NOTICE OF BOARD OF ELECTION

Notice is hereby given the following residents have been appointed as members of the City of Milford Election Board for the 2020 City of Milford Annual Election and Special Borrowing Election to be held on April 25, 2020:

City of Milford Election Board:

Katrina White	122 SE Second Street
Joanne Leuthauser	509 Ashley Way
Carlene Wilson	11 Nelson Street

For additional information, please contact the City Clerk's Office at 302-422-1111.

Posted 03/05/20

MARK A. WHITFIELD, INTERIM CITY MANAGER
201 South Walnut Street
Milford, DE 19963

THE CITY of Milford DELAWARE

PHONE 302.422.1111
FAX 302.424.3553
www.cityofmilford.com

To: City Council and Mayor
From: Mark A. Whitfield, Interim City Manager/Public Works Director
Subject: Inflow & Infiltration Manhole Sealing
Date: March 6, 2020

As part of the Capital Improvement Plan requests submitted by the Department, investigation of inflow and infiltration (I & I) of ground/storm water into the sanitary sewer system was identified as a project. In 2019, the City paid Kent County nearly $870,000 to treat I & I flow.

One project that has been identified is the sealing of manholes in the Truitt Avenue area of the City. By completing the sealing work, water infiltration through the mortar seams inside the manhole will be stopped.

Recommendation: Staff recommends City Council authorization of $11,850 from Sewer Reserves to cover the I & I manhole sealing work.

Advanced Rehabilitation Technology

December 19, 2019

City of Milford
180 Vickers Dr
Milford, De 19963

Attn: Charles Nordborg

Re: Manhole Rehab on Truitt Ave

Monday 2/10 Mtg. Cassie

Includes all labor, material and supervision for installation.

Mobilization
Access within 200 feet of structure
Includes Power Washing (3500 PSI) For Initial Cleaning
Drying Installation of the Obic 1000 Polyurea Liner System

Does not include Traffic Control, Inspector Rates, or By Pass

8 Manholes Total

6 Manholes At Approx 41 VFT

$250.00/ VFT

$250,000 Sewer Reserves

2 Chimney Seals $800.00 Each

Approx: $11,850.00 Total

Total price to be subject to measurement from rim to the bottom of the invert of each structure

Proposal pricing is in effect for 30 days from the date of this correspondence. Rate does not include any local taxes or fees that may apply.Upon agreeing to the terms we ask you to acknowledge in the area below and fax to our office. Should you have any questions regarding this proposal, please feel free to call me.

Thank you,
Kevin Appel
Advanced Rehabilitation Technology
Obic Liner Systems
419-553-7047 Cell

Customer: City of Milford
Signature: _____
Name: _____
P.O. #: _____
Date: 2/4/2020

MARK A. WHITFIELD, INTERIM CITY MANAGER
201 South Walnut Street
Milford, DE 19963

THE CITY of Milford DELAWARE

PHONE 302.422.1111
FAX 302.424.3553
www.cityofmilford.com

To: City Council and Mayor
From: Mark A. Whitfield, Interim City Manager/Public Works Director
Subject: DNREC Planning Grant
Date: March 6, 2020

The City Engineer applied for and received a DNREC Planning Grant for rerouting of a sewer line from the rear of Avenue Church. Presently the terra cotta line is exposed and adjacent to the stream bed, which subjects the line to inflow and infiltration as well as making it vulnerable to being broken. The planning grant will look at alternatives for rerouting the sewer line.

Recommendation: Staff recommends City Council authorize the Mayor to execute the grant agreement as well as authorize the payment of any matching funds, and any rerouting project cost, to be expended from Sewer Reserves, not to exceed $30,000.

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES &
ENVIRONMENTAL CONTROL
OFFICE OF THE SECRETARY
ENTERPRISE BUSINESS PARK
97 COMMERCE WAY, SUITE 106
DOVER, DELAWARE 19904

ENVIRONMENTAL FINANCE

TELEPHONE: (302) 739-9941
FAX: (302) 739-2137

February 20, 2020

Mark Whitfield
City of Milford
180 Vickers Street
Milford, DE 19963

Ref: Grant Number: WWMP 2020-004
City of Milford Mill Street Sewer Rerouting
Wastewater Matching Planning Grant Agreement

Dear Mr. Whitfield,

We are sending you the grant agreement for the above-referenced grant. Please review the proposed agreement and if in agreement, sign and return to our office at your earliest convenience. Please note the following:

(a) Leave the agreement date field in the first paragraph blank. Our office will fill in the date.
(b) Complete the signature section on page 8
(c) Submit a Certificate of Insurance, as specified in Article 9.

Once signed, please return the agreement and Certificate of Insurance to our office, Attn: Davison Mwale. We will submit the signed agreement to DNREC's Office of the Secretary for final approval. Following the Secretary's approval, a Purchase Order for the wastewater matching planning grant will be issued. Please note that per Article (2) of the agreement, charges incurred prior to issuance of a Purchase Order will not be reimbursed.

If you have any questions or concerns, please call me at (302)-739-9941 or email me.

Sincerely,

Dr. Davison Mwale, PhD

Enclosures
Cc: Project File WWMP 2019-006

Application Cover Sheet and Check List

Wastewater Utility Name: City of Milford

Date of Application: 1/22/2020

Check List for Application Materials

- [x] This Sheet
- [x] Information Sheet
- [ ] Approval Resolution
- [ ] Letter(s) to the Regional Wastewater Facility
- [x] Scope of Work Document

Information Sheet

Wastewater Utility Contact Information:

- Contact Name: James Puddicombe
- Contact Phone: 303-393-5395
- Contact Email: jpuddicombe@milford-de.gov

Consultant Contact Information:

- Consulting Firm: To Be Determined
- Contact Name:
- Contact Phone:
- Contact Email:

Project Name, Description, and Dates:

Project Name: Mill Street Sewer Rerouting

Project Description (1 or 2 Sentences)

Evaluate the ability to and impacts of rerouting a clay sanitary sewer line that is currently exposed within a stream bed and to restore stream banks after removal.

Project Start Date: March 1, 2020

Project Completion Date: September 1, 2020

Cost Summary:

- Estimated Total Project Cost: $20,600
- Grant Amount Requested: $6,867

Name of Authorizing Representative: Mark Whitfield

Signature of Authorizing Representative — Date: 1/22/2020

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

ENGINEERING DEPARTMENT
Engineering Services for Utilities, Streets,
Stormwater and all other public needs.
O 302.424.8396 | F 302.424.3559

Mr. Pope,

Please find enclosed our submission for a Wastewater Planning Grant in the amount of $6,867 with total project cost proposed to be $20,600. Included below is our proposed scope of work for the project.

Project Description: Our proposed project is to evaluate the ability to reroute a section of sanitary sewer line which is currently exposed within a stream bed. The goal is to remove old clay and exposed pipe by rerouting the flows to said pipes. The grant money is intended to fund the planning portion of this project to include evaluating the pipe rerouting, environmental impacts and stream restoration at the pipe location and upstream as necessary.

Planning Period: We are proposing to perform the bulk of the planning for this project between March 1, 2020 and September 1, 2020. Ideally the planning portion of the work will be completed prior to the fall of 2020 to allow for project construction during that time.

Deliverables: For this project we propose that the following deliverables:

1) An environmental impact study indicating what benefits would be gained by execution of the project and what potential impacts will be to the local environment.
2) A revised sanitary sewer plan including the removal of the current sanitary line and the installation or modification of an existing line to service the houses on the line to be removed.
3) A sequence of construction allowing the homes currently on the sanitary line to remain on during construction and to be transitioned to the new line without service interruption.
4) A stream restoration plan indicating the construction methods to restore the stream bed and bank to an environmentally friendly condition.
5) Acquisition of necessary easements in order to provide new lateral connections wherever necessary.

We are in the process of acquiring an approval resolution from the City Council for this project and anticipate the approval within the next two months. We are also drafting a letter to the regional wastewater facility manager informing them of our intent to perform the work associated with this grant submission.

Very Respectfully,

James Puddicombe, P.E.

City Engineer, City of Milford

Proposed Rerouting of Sanitary Sewer Line



Existing Conditions Sanitary Sewer/Stream Photo Documentation



Wastewater Matching Planning Grant
to
City of Milford
for
Mill Street Sewer Rerouting

THIS GRANT AGREEMENT ("Agreement") is made as of _____, 20___ ("Effective Date") by and between The State of Delaware, Delaware Department of Natural Resources, **Office of the Secretary** ("Grantor"), and the **City of Milford** ("Grantee").

W I T N E S S E T H :

WHEREAS, Grantor is charged with administering and granting funds for the Water Infrastructure Advisory Council from the Non-Federal Administrative Account (NFAA) for Wastewater Planning Projects, pursuant to *Title* 29 *Del. C.* § 8011 ("Water Infrastructure Advisory Council").

WHEREAS, Grantee has made an application dated January 22, 2020 ("Application") to Grantor for a Grant under the Wastewater Matching Planning Grant (WMPG) Program, in an amount not to exceed Six Thousand, Eight Hundred, Sixty Seven Dollars ($6,867.00). The Grant funds shall be used by Grantee to carry out the City of Milford, Mill Street Sewer Rerouting ("WMPG Project"), as more completely described herein.

WHEREAS, Grantor, with consultation from the Water Infrastructure Advisory Council ("WIAC"), has (i) considered the Application under the criteria for the WMPG Program, and (ii) resolved to Grant Six Thousand, Eight Hundred, Sixty Seven Dollars ($6,867.00) to the Grantee in accordance with the terms and conditions of this Agreement and Attachments hereto.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Obligation(s) of Grantee.

   (a) Grantee shall use the Grant Funds to carry out the Wastewater Matching Planning Grant Project, herein described and in the Application and Attachments hereto as Appendix A:

      1. Evaluate the ability and impacts of rerouting a clay sanitary sewer line that is currently exposed within a stream bed and to restore stream bank after removal, with the following deliverables:

(1) An environmental impact study indicating what benefits would be gained by execution of the project and what potential impacts will be to the local environment.
(2) A revised sanitary sewer plan including the removal of the current sanitary sewer line and the installation or modification of the existing line to service the houses on the line to be removed.
(3) A sequence of construction allowing the homes currently on the sanitary line to remain on, during construction and to be transitioned to the new line without service interruption
(4) A stream restoration plan indicating the construction methods to restore the stream bed and bank to an environmentally friendly condition
(5) Acquisition of necessary easements in order to provide new lateral connection whenever necessary.

(b) Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Grantor's Grant Application Instructions; and (c) Grantee's Application for grant funds. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

(c) Grantee shall appoint a "Project Manager" or "Contact Person" who will oversee the completion of the Wastewater Matching Planning Grant Project and serve as a person of contact for Grantee in communications with Grantor. Grantee will notify Grantor of changes to the "Project Manager" or "Contact Person" within a reasonable time not to exceed thirty (30) days.

(d) Grantee shall undertake to conduct and complete the Project in a professional and competent manner. Grantee shall take reasonable efforts to assure that the Project is in conformance with all pertinent federal, state, and local statues, codes, ordinances, resolutions and other applicable regulations. Grantee shall solely bear the costs of permits and other relevant costs required in the performance of the Project.

(e) Grantee shall provide the required matching funds in the amount of Six Thousand, Eight Hundred, Sixty Seven Dollars ($6,867.00) toward the cost of development of the project as described in Appendix A.

(f) Grantee shall keep accurate records of the expenditures of the grant funds. Appropriate internal control procedures should be established by the Grantee.

(g) Grantee request for reimbursement of eligible expenses may be made as the work progresses, but not more frequently than one reimbursement request per month.

(h) All documentation supporting the claim for reimbursement must be kept readily available for examination by the State. The financial records, including all documents to support entries on the accounting records and to substantiate charges for each

project, shall be included as part of the required documentation. All such records shall be retained and available for inspection for a period of three years after final payment.

2. Obligations of Grantor; Disbursement & Limitation of Grant Funds.

(a) Grantor shall serve as administrator of the Grant Funds under this Agreement. Grantor shall furnish Grant Funds to Grantee on a reimbursable basis. Upon incurring eligible expenses, Grantee shall complete and submit to Grantor a "Wastewater Matching Planning Grant Reimbursement Request Form," ("Reimbursement Request Form") attached hereto.

(b) Grantor shall reimburse Grantee within thirty (30) days of receipt of Grantee's Reimbursement Request. If Grantor disputes a portion of a Reimbursement Request, Grantor agrees to pay the undisputed portion of the Reimbursement Request within thirty (30) days of receipt and to provide Grantee a detailed statement of Grantor's position on the disputed portion of the Reimbursement Request within thirty (30) days of receipt.

(c) Grantor shall not be obligated to reimburse Project costs incurred by Grantee on a date before a Purchase Order allocating the Grant Funds has been approved by the Delaware Department of Finance. Grantor shall notify Grantee within a reasonable time not to exceed fourteen (14) days of when the Purchase Order has been approved. Grantee shall be solely responsible for all costs and expenses incurred before a Purchase Order allocating the Grant Funds is approved. Grantor's total liability that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Grantor's Purchase Order.

(d) Grantor's obligation to reimburse Grantee will not exceed the total amount of Grant Funds ($6,867.00) awarded to Grantee from the NFAA and authorized in the Purchase Order. Grantee is solely responsible for any and all costs or expenses incurred in excess of the Grant Funds awarded. Grantor is in no way liable for any such excess costs, fees or expenses.

(e) Grantee shall submit its Final Reimbursement Request Form for all remaining "Eligible Project Costs," along with its "Final Project Report," within the grant timeframe. Any awarded Grant Funds remaining after Grantor has made its final reimbursement to Grantee shall be returned to the Non-Federal Administrative Account.

(f) Grantor reserves the right to withhold disbursement of Grant Funds if Grantor determines, in its sole discretion, that Grantee' performance or completion of the Project is in violation of any federal, state, or local law or rule; or creates a risk to the public health, safety or environment.

(g) Grantor is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

3. Term.

   (a) This Agreement shall commence upon the execution of this Agreement by the parties, including the issuance of a Purchase Order allocating the Grant Funds, and shall continue until Grantor provides Grantee its final disbursement of Grant Funds due on Grantee's Final Reimbursement Request Form; or for Two (2) years from the date on the Purchase Order, whichever occurs first. The parties may agree, by writing, to extend this Agreement for a mutually agreeable term to be specified in the writing.

4. Independent Status. It is understood that Grantee is an independent entity, and is not an agent or employee of Grantor. Grantee shall complete the Project in its own manner and method. Grantee shall be solely responsible for, and shall indemnify, defend and save Grantor harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

5. Modifications. Grantee shall provide written notice to Grantor within a reasonable time not to exceed Thirty (30) days of planned changes or modifications which impact the scope, purpose, objectives, or nature of the Project for which the Grant Funds were awarded. If Grantor determines that the changes or modifications are of such significance as to no longer qualify the Project for Grant Funds, Grantor may terminate this Agreement in its discretion.

6. Assignment. Any attempt by Grantee to assign or otherwise transfer any interest in this Agreement without the prior written consent of Grantor shall be void.

7. Termination.

   (a) Grantor may, by written notice to Grantee, terminate this Agreement if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the State of Delaware or Grantor with a view toward securing a contract or securing favorable treatment with respect to the awarding of Grant Funds or making of any determinations with respect to the performance of this Agreement.

   (b) If sufficient funds are not appropriated by the Delaware General Assembly, or other appropriate federal or state agency, to sustain in whole or in part Grantor's performance under this Agreement; or if such appropriation is reduced such that the amount of the appropriation is insufficient to sustain said performance; this Agreement shall be null and void at the insistence of Grantor. Funds cannot be recalled or otherwise taken back once disbursed to Grantee.

   (c) Grantee acknowledges that Grantor has an obligation to ensure that public funds are not used to subsidize private discrimination. Grantee recognizes that if it refuses to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Grantor may declare Grantee in breach of this Agreement, terminate this Agreement, and designate Grantee as non-responsible.

(d) Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Grantor shall have the right to terminate this Agreement.

8. Indemnification. Grantee shall indemnify and hold harmless Grantor, the State of Delaware, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of Grantee, its agents or employees, or (B) Grantee's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) Grantee shall have been notified promptly in writing by Grantor of any notice of such claim; and (ii) Grantee shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9. Insurance.

(a) Grantee shall maintain the following insurance during the term of this Agreement or any extension thereto:

1. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, and

2. Comprehensive General Liability - $1,000,000.00 per occurrence/$3,000,000 general aggregate, and

3. Medical/Professional Liability - $1,000,000.00 per occurrence/$3,000,000 general aggregate; or

4. Miscellaneous Errors and Omissions - $1,000,000.00 per occurrence/$3,000,000 general aggregate, or

5. Product Liability - $1,000,000.00 per occurrence/$3,000,000 general aggregate, and

6. If required to transport state employees, Automotive Liability Insurance covering all automotive units used in the work with limits of not less than $100,000 each person and $300,000 each accident as to bodily injury and $25,000 as to property damage to others.

(b) Grantee shall provide Forty-Five (45) days written notice of cancellation or material change of any policies.

(c) Before any activity in furtherance of this Agreement is undertaken by Grantee, the Certificate of Insurance and/or copies of the insurance policies, referencing the Agreement Number stated herein, shall be filed with the State. The certificate holder is as follows: DNREC, Office of the Secretary.

(d) In no event shall the State of Delaware be named as an additional insured on any policy required under this Agreement.

10. Notices. All notices, reports or other written communication required or permitted herein shall be given in writing to the addresses set forth below:

If to Grantor:

Greg Pope
Environmental Finance
DNREC/Office of the Secretary
97 Commerce Way, Suite 106
Dover, DE 19904-7794
Phone: 302-739-9941

If to Grantee:

City of Milford
James Puddicombe, P.E.
180 Vickers Drive
Milford, DE 19963
Phone: 302-422-1110

11. Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

12. Entire Agreement; No Oral Modification. This Agreement constitutes the entire agreement pertaining to the subject matter hereof between Grantor and Grantee. Neither this Agreement nor any Appendix may be modified or amended except by the mutual written agreement of the parties. The provisions of this Agreement supersede all prior oral and written applications, quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Grantee consents to jurisdiction and venue in the State of Delaware.

14. Severability. If any term or provision of this Agreement shall be held illegal, invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Such term or provision held invalid shall be deemed modified to the extent necessary in the Court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

16. Surviving Clauses. The following clauses survive the termination of this Agreement: Section 8 "Indemnification;" Section 13 "Governing Law."

17. Miscellaneous Provisions.

    (a) The rights and remedies of Grantor provided for in this Agreement are in addition to any other rights and remedies provided by law. Grantor and the State of Delaware do not waive its sovereign immunity by entering into this contract and fully retain all immunities and defenses provided by law with regard to any action based on this Agreement.

    (b) Grantee will not use the State of Delaware's name or the Great Seal of the State of Delaware, either expressly or impliedly, in any of its advertising or soliciting materials without the State of Delaware's express written consent.

    (c) Grantee certifies that the information reported herein is true, accurate and complete to the best of Grantee's knowledge based upon reasonable diligence of individuals with material knowledge of the Project. Grantee understands that these representations are made in support of claims for government funds.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

GRANTOR
STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

Witness:_____

Name: Shawn M. Garvin

Title: Secretary

Date:_____

Date: _____

GRANTEE
CITY OF MILFORD

Witness:_____

Name:_____

Title:_____

Date:_____

Date: _____

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

Planning Commission Hearing: Tuesday, March 17, 2020
City Council Hearing: Monday, March 23, 2020

NOTICE IS HEREBY GIVEN that the Planning Commission and City Council will hold Public Hearings at 7:00 p.m., or as soon thereafter as possible, in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street to allow interested parties to participate in the discussion and consideration of the following zoning matter:

ORDINANCE 2020-04
CODE OF THE CITY OF MILFORD
PART II-GENERAL LEGISLATION
CHAPTER 230-ZONING
SIGN REGULATIONS

WHEREAS, the regulating of signage throughout the City is necessary to balance the need to protect the public safety and welfare, the need for a well maintained and attractive community, the need for adequate identification, communication, and advertising; and

WHEREAS, Chapter 230 of the Code of Ordinances provides for such regulations; and

WHEREAS, after a review of sign regulations, City Council has determined it is in the best interest of the City to provide suitable circumstances for off premise signage.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. The following text is hereby amended by inserting language shown as italicized and underlined and removing language indicated by strikethrough. as set forth below:

§ 230-24.19. Off-~~Premise~~ *Premises* Signs.

~~Off premises signs are prohibited.~~

A. Off premises signs in the C-3 Highway Commercial District, are permitted provided a conditional use approval is obtained pursuant to Article IX of this chapter and that the standards of this subchapter are met:

(1) All off-premises signs shall meet the minimum principal building front yard and rear yard setback requirements for the C-3 zoning district and have a minimum side yard setback of 25 feet. An off-premises sign shall not be erected within 150 feet of property which is used as a dwelling, church, school, or public lands as measured on a radius from the edge of the off-premises sign. An off-premises sign shall not be erected within 50 feet of an on-premises sign but this separation requirement shall not preclude the erection of an on-premises sign within 50 feet of an off-premises sign.

(2) A single off-premises sign structure shall support no more than one sign per side and no more than two signs in total. Signs which are stacked or side-by-side on an off-premises sign structure are prohibited.

(3) All off-premises signs which are located on properties adjacent to roads which have less than four travel lanes (excluding turn lanes) shall be prohibited.

(4) For all off-premises signs which are located on properties adjacent to roads which have four or more travel lanes (excluding turn lanes), the following regulations shall apply:

(a) An off-premises sign shall not be erected within 600 feet of another off-premises sign. This separation distance shall be measured from the edges of the off-premises sign and shall apply only to signs which are located on the same side of the road.

(b) No off-premises sign shall exceed 35 feet in height from ground level.

(c) An off-premises sign shall not exceed 600 feet of sign area per side and shall not exceed more than 1,200 square feet of sign area per off-premises sign structure.

(5) An applicant for conditional use for an off-premises sign must, at the time the application is filed with the City, submit documentation from the Delaware Department of Transportation which confirms that the Delaware Department of Transportation does not object to the proposed off-premises sign.

B. No variances shall be issued from any of the regulations in this article for off-premises signs which have been erected or approved to be erected after April 2, 2020.

Dates.
Planning Commission Review & Public Hearing: March 17, 2020
City Council Introduction: March 9, 2020
City Council Public Hearing: March 23, 2020
Effective: April 2, 2020

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at RPierce@milford-de.gov or by calling 302.424.8396.

Advertised: Beacon, 02/26/20

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

DATA SHEET FOR HICKORY GLEN

Planning Commission Meeting: March 17, 2020

Application Number / Name	:	13-196 / Hickory Glen
Applicant	:	Dunn Development, LLC c/o Eric Dunn 160 Seneca Shore Road Perryville, MD 21903
Owner	:	Walter Thomas II 1335 Milford-Harrington Highway Milford, DE 19963
Application Type	:	Final Major Subdivision & Final Site Plan
Comprehensive Plan Designation	:	Moderate Density Residential
Zoning District	:	R-8 (Garden Apartment and Townhouse District)
Present Use	:	Single-family Dwelling and Vacant Land
Proposed Use	:	Townhouse and Multi-family Subdivision
Area and Location	:	71.918 +/- acres of land located along the south side of Milford-Harrington Highway approximately 385 feet west of the Canterbury Road intersection.
Property Identification Numbers	:	MD-16-173.00-01-21.00 & 22.00

ENC: Staff Analysis Report
Exhibit A - Location & Zoning Map
Final Major Subdivision Plans
Final Site Plans

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

STAFF ANALYSIS REPORT
December 5, 2019

Application Number / Name	:	13-196 / Hickory Glen
Application Type	:	Final Major Subdivision & Final Site Plan
Comprehensive Plan Designation	:	Moderate Density Residential
Zoning District	:	R-8 (Garden Apartment and Townhouse District)
Present Use	:	Single-family Dwelling and Vacant Land
Proposed Use	:	Townhouse and Multi-family Subdivision
Property Identification Numbers	:	MD-16-173.00-01-21.00 & 22.00
Area and Location	:	71.98 +/- acres of land located along the south side of Milford-Harrington Highway approximately 385 feet west of the Canterbury Road intersection.

I. BACKGROUND INFORMATION:

- The Hickory Glen subdivision received Preliminary Site Plan approval from the Planning Commission on February 18, 2014 and Preliminary Major Subdivision approval from City Council on February 24, 2014. Subsequent extensions were approved in February 2015, February 2016, January 2017, January 2018 and February 2019.

- The final major subdivision and site plan includes 159 townhouse units and 240 multi-family units for a total of 399 dwelling units.

II. STAFF ANALYSIS:

Based on the information presented, the City of Milford Code and the Comprehensive Plan, staff submits the following regarding the request for a revised Final Major Subdivision approval:

- The Final Major Subdivision and Final Site Plans are consistent with Chapter 230 Zoning and Chapter 200 Subdivision of Land of the City Code.

- The Final Site Plan approval should be contingent upon Final Major Subdivision approval from City Council.

- The construction plans have been reviewed and approved by the City Engineer for compliance with the City's Construction Standards and Specifications. The pump station and force main have been reviewed by Kent County Public Works Department since the proposed force main will connect to the Kent County transmission line along Route 14.

- The applicant has obtained approvals or letters of no-objection from DelDOT, State Fire Marshal's Office, State Office of Drinking Water and Kent Conservation District.

- A copy of the subdivision agreement and HOA documents are included in the packet for review.

III. AGENCY & DEPARTMENT COMMENTS:

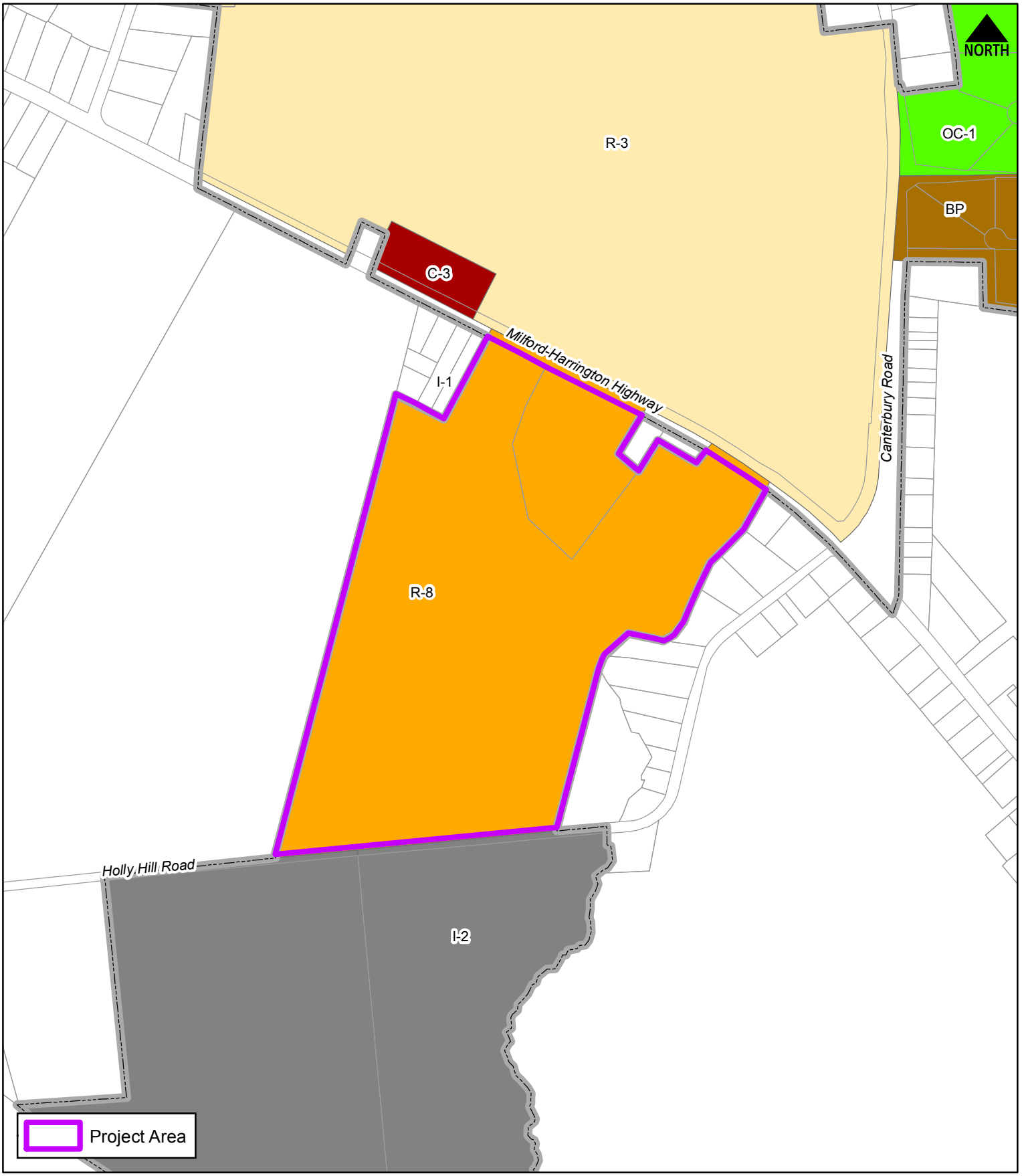
- **DelDOT Planning, Development Coordination**
  See attached for "Letter of No Objection to Recordation" dated January 25, 2019.

- **Delaware Health and Social Services – Division of Public Health**
  See attached "Approval to Construct" dated December 10, 2019.

- **Kent Conservation District**
  See attached for "Sediment & Stormwater Plan Approval" dated April 27, 2018.

- **Delaware State Fire Marshal's Office**
  See attached for "Fire Protection Plan Review Report" dated December 26, 2018.

- **City of Milford City Engineer**
  See attached construction plan approval letter from KCI Technologies dated December 3, 2019.



THE CITY of Milford DELAWARE

Scale: 0 300 600 Feet

Drawn by: WRP

Date: 01/21/2020

Filepath: Final_HickoryGlen.mxd

Title:

Final Major Subdivision & Final Site Plan

Hickory Glen

Location & Zoning Map

HICKORY GLEN
FINAL RECORD PLATS

GENERAL NOTES

1. NO CERTIFICATES OF OCCUPANCY WILL BE ISSUED FOR ANY LOT UNTIL ALL STREET SIGNS ARE IN PLACE FOR THE STREETS LEADING FROM THE ENTRANCE TO THE DEVELOPMENT TO THE LOT FOR WHICH THE PERMIT IS TO BE ISSUED.
2. ALL RESIDENTIAL LOTS WITHIN THIS DEVELOPMENT SHALL HAVE ACCESS FROM INTERNAL SUBDIVISION STREETS ONLY. DIRECT ACCESS TO COUNTY ROADS FROM INDIVIDUAL LOTS IS PROHIBITED.
3. ALL PUBLIC UTILITIES NOT LOCATED WITHIN CITY ROAD RIGHT-OF-WAY SHALL BE CONTAINED WITHIN A PUBLIC DRAINAGE AND UTILITY EASEMENT.
4. ALL ENTRANCES SHALL CONFORM TO THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS AND WILL BE SUBJECTED TO ITS APPROVAL.
5. A HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED FOR, BUT NOT LIMITED TO, ALL FUTURE MAINTENANCE AND REPAIRS OF ALL STORMWATER MANAGEMENT FACILITIES, SUBDIVISION ENTRANCE SIGNS, ALLEYWAYS, AND ALL OPEN SPACE AREAS. THE DEVELOPER IS RESPONSIBLE FOR THE MAINTENANCE OF THESE AREAS UNTIL SUCH TIME THAT THE MAINTENANCE IS TURNED OVER TO THE HOMEOWNERS ASSOCIATION. THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE MEDIAN STRIP BEHIND THE CURB ALONG THE BOULEVARD STREET SECTION UNTIL THE HOMEOWNER'S ASSOCIATION HAS TAKEN OVER THE SITE. AT THAT TIME, THE HOMEOWNER'S ASSOCIATION SHALL TAKE OVER THE RESPONSIBILITY.
6. THE KENT CONSERVATION DISTRICT RESERVES THE RIGHT TO ADD, MODIFY OR DELETE ANY EROSION AND SEDIMENT CONTROL MEASURES AS IT DEEMS NECESSARY.
7. THE KENT CONSERVATION DISTRICT RESERVES THE RIGHT TO ENTER PRIVATE PROPERTY FOR PURPOSES OF PERIODIC SITE INSPECTION.
8. ALL FIRE LANES, FIRE HYDRANTS, & FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE DELAWARE STATE FIRE PREVENTION REGULATIONS, LAST DATED AUGUST 11, 2006.
9. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL CONFORM TO THE DELAWARE EROSION AND SEDIMENT CONTROL HANDBOOK, DATED 1989.
10. ALL ROADWAYS SHALL BE CONSTRUCTED TO THE CITY OF MILFORD, DEPARTMENT OF PUBLIC WORKS STANDARDS AND SPECIFICATIONS AND SHALL BE DEDICATED TO THE CITY OF MILFORD FOR PUBLIC USE. ALL RIGHTS-OF-WAY SHOWN ON THE PLAT DRAWINGS SHALL BE DEDICATED TO PUBLIC USE AT THE TIME OF RECORDATION OF THE PLAT DRAWINGS.
11. ALL ELECTRICAL, TELEPHONE, TV CABLE, COMMUNICATIONS, ETC. LINES AND CABLES SHALL BE PLACED UNDERGROUND.
12. DECLARANT HEREBY GRANTS TO THE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL, DIVISION OF SOIL AND WATER CONSERVATION SEDIMENT AND STORMWATER PROGRAM OR ITS DELEGATED AGENCY, THE RIGHT, PRIVILEGE, AND AUTHORITY TO ENTER UPON SAID PREMISES AND INSPECT STORMWATER MANAGEMENT AREAS WITHIN STORMWATER MANAGEMENT EASEMENTS. IN EVENT THAT THE DELEGATED AGENCY DETERMINES THAT MAINTENANCE IS REQUIRED WITHIN SAID STORMWATER MANAGEMENT AREAS, ALL EXPENSES SHALL BE THE RESPONSIBILITY OF THE MAINTENANCE CORPORATION.
13. MAINTENANCE OF ALL STORMWATER FACILITIES ON SITE INCLUDING BUT NOT LIMITED TO STORMWATER PONDS, BIO-FILTRATION AREAS AND ROCK OUTLET PROTECTION, SHALL BE THE RESPONSIBILITY OF THE DEVELOPER UNTIL SUCH TIME AS ALL MAINTENANCE IS TURNED OVER TO THE HOMEOWNERS ASSOCIATION FOR LONG TERM MAINTENANCE.
14. IF THE APPROVED PLAN NEEDS TO BE MODIFIED, ADDITIONAL SEDIMENT AND STORMWATER CONTROL MEASURES MAY BE REQUIRED AS DEEMED NECESSARY BY THE KENT CONSERVATION DISTRICT.
15. ALL PROPOSED TOWNHOUSES IN THIS SUBDIVISION WILL BE OF WOOD FRAME CONSTRUCTION, LESS THAN 35 FEET (3 STORIES) IN HEIGHT, SHALL NOT EXCEED 10,000 SQUARE FEET IN GROSS FLOOR AREA, AND SHALL BE TYPE V CONSTRUCTION PER NFPA 220.
16. BENCHMARKS

TR-1 NORTH 336492.84	EAST 642333.78	ELEV. 38.61	PIN W/CAP
TR-2 NORTH 336591.30	EAST 643050.10	ELEV. 37.88	PIN W/CAP
TR-3: NORTH 338317.46	EAST 643660.56	ELEV. 45.70	PIN W/CAP
TR-4: NORTH 338586.84	EAST 643165.98	ELEV. 45.84	PIN W/CAP

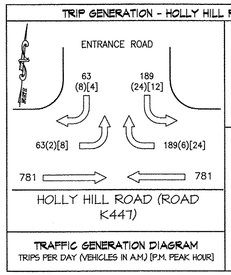
17. DATUM:
    HORIZONTAL: DELAWARE COORDINATE SYSTEM '83/86
    VERTICAL: N.A.V.D. '88
18. A BOUNDARY SURVEY WAS PERFORMED BY MORRIS & RITCHIE ASSOCIATES, INC. MAY 2010.
19. ALL FIRE BARRIER WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF NFPA 221, STANDARD FOR FIRE WALLS AND FIRE BARRIER WALLS. THE FIRE BARRIER WALL IS TO HAVE A TWO HOUR FIRE RESISTANCE RATING, AND SHALL EXTEND FROM THE FOUNDATIONS TO THE UNDERSIDE OF THE ROOF OR FLOOR DECK ABOVE. PRIOR TO THE ISSUANCE OF BUILDING PERMITS, THE FIRE WALL DETAIL SHALL BE APPROVED BY THE FIRE MARSHAL. THE FIREWALL DETAIL SHOWN HEREON MAY BE MODIFIED OR APPROVED EQUAL SUBSTITUTED UPON FIRE MARSHAL APPROVAL.
20. AUTOMATIC SPRINKLER SYSTEMS WILL NOT BE USED FOR TOWNHOUSES.
21. AUTOMATIC SPRINKLER SYSTEMS WILL BE USED FOR APARTMENTS.
22. PER CHAPTER 230-19.43(e) OF THE CITY OF MILFORD ZONING CODE, THERE SHALL BE WITHIN ANY CONTIGUOUS GROUP OF TOWNHOUSES AT LEAST THREE DIFFERENT ARCHITECTURAL PLANS HAVING SUBSTANTIALLY DIFFERENT DESIGNS AND BUILDING MATERIALS. IN ADDITION, NO MORE THAN THREE CONTINUOUS TOWNHOUSES SHALL HAVE THE SAME FRONT SETBACK, AND THE VARIATIONS IN FRONT SETBACK SHALL BE AT LEAST FOUR FEET.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERMANENTLY RE-ESTABLISHING ANY PROPERTY MARKERS OR MONUMENTS DISTURBED DURING CONSTRUCTION. A SURVEY AND METES AND BOUNDS THAT INCLUDES THE RE-ESTABLISHED MARKER(S) OR MONUMENT(S) SHALL BE PRESENTED TO THE PROPERTY OWNER FOR COMPARISON WITH THE ORIGINAL PLAT FOR VERIFICATION.
24. HYDRIC SOILS ARE (ARE) INDICATED AS BEING PRESENT ACCORDING TO THE KENT COUNTY SOIL SURVEY. SOILS HAVE BEEN INSPECTED BY ANDY STANSFIELD, A LICENSED WETLANDS SCIENTIST.
25. THE APPLICANT IS RESPONSIBLE FOR ENSURING THAT ALL CITY AND/OR AGENCY CONSTRUCTION PERMIT APPLICATIONS HAVE BEEN COMPLETED, SUBMITTED, AND ALL APPLICABLE FEES HAVE BEEN PAID PRIOR TO COMMENCING CONSTRUCTION. THE CITY SHALL NOT BE HELD RESPONSIBLE FOR AN ANTICIPATED CONSTRUCTION START DATE THAT IS NOT MET DUE TO THE APPLICANT OR HIS/HER CONTRACTOR NOT HAVING MET THE CONSTRUCTION PERMITTING REQUIREMENTS.
26. AS A CONDITION OF THE APPROVAL OF THE CONSTRUCTION DRAWINGS, AND PRIOR TO THE START OF CONSTRUCTION, THE APPLICANT MAY BE REQUIRED TO ENTER INTO A FORMAL PUBLIC WORKS AGREEMENT WITH THE CITY AND TO POST A COMPLETION GUARANTY FOR ANY IMPROVEMENTS WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY. THE GUARANTY SHALL BE IN AN AMOUNT EQUAL TO 150% OF THE COST OF THE IMPROVEMENTS AS ESTIMATED OR APPROVED BY THE CITY ENGINEER. THE GUARANTY SHALL BE IN THE FORM OF A BOND OR FUNDS DEPOSITED IN AN ESCROW ACCOUNT. THE PUBLIC WORKS AGREEMENT AND THE GUARANTY SHALL BE REVIEWED AND APPROVED BY THE CITY SOLICITOR. THE COMPLETION GUARANTEE SHALL NOT BE RELEASED UNTIL A MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE IMPROVEMENTS HAS BEEN SUBMITTED.
27. A MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE AMOUNT OF THE COMPLETION GUARANTY SHALL BE SUBMITTED TO THE CITY BY THE OWNER PRIOR TO FINAL ACCEPTANCE OF THE IMPROVEMENTS AND RELEASE OF THE COMPLETION GUARANTY. THE MAINTENANCE PERIOD SHALL BE A MINIMUM OF ONE YEAR. AN AGREEMENT REVIEWED AND APPROVED BY THE CITY SOLICITOR SHALL ACCOMPANY THE BOND AND SHALL DESCRIBE THE TERMS OF THE BOND.
28. UPON COMPLETION AND PRIOR TO THE RELEASE OF THE DEVELOPER'S COMPLETION GUARANTEE, THE DEVELOPER SHALL PROVIDE THE CITY ENGINEER A DRAFT PAPER SET OF DETAILED RECORD PLANS (PLAN VIEW AND PROFILE SHEETS). RECORD PLAN INFORMATION SHALL INCLUDE SURVEYED AS-BUILT ELEVATIONS AND HORIZONTAL LOCATIONS OF ALL PROPERTY MONUMENTS/MARKERS; SEWER MANHOLE RIMS, PIPES SIZES & INVERTS' PUMP STATIONS' FORCE MAINS (INVERTS EVERY 50 FEET), CLEANOUTS, AIR RELEASE VALVES, AND GREASE TRAPS; ALL WATER VALVES, HYDRANTS, VAULTS, METER PITS, AND CURB STOPS; ALL STORM SEWER CATCH BASINS, MANHOLE RIMS, PIPE SIZES & INVERTS, AND ANY OTHER ITEM WHICH WILL BE TAKEN OVER BY THE CITY. RECORD INFORMATION SHALL BE PLACED ON THE APPROPRIATE APPROVED DRAWINGS. ORIGINAL DESIGN ELEVATION AND/OR DISTANCE INFORMATION SHALL BE STRUCK THROUGH WITH A FINE LINE AND THE RECORD INFORMATION SHALL BE INSERTED NEXT TO IT. WHEN THE DRAFT SET OF DRAWINGS HAS BEEN APPROVED BY THE CITY, THREE (3) FINAL PAPER COPIES SHALL BE SUBMITTED, SIGNED AND SEALED BY THE OWNER'S ENGINEER. A CD SHALL ALSO BE PROVIDED WITH DIGITAL RECORD INFORMATION IN AUTOCADD FORMAT (VERSION 2010 OR LATER). THE DIGITAL INFORMATION SHALL BE ON DELAWARE STATE PLANE, NAD 83 HORIZONTAL CONTROL AND NAVD88 VERTICAL CONTROL.
29. THE CONTRACTOR SHALL NOTIFY THE CITY A MINIMUM OF TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND SCHEDULE A PRE-CONSTRUCTION MEETING. THE SITE CONTRACTOR AND THE OWNER, OR HIS/HER REPRESENTATIVE SHALL BE IN ATTENDANCE. CITY OF MILFORD CITY ENGINEER, ERIK RETZLAFF - (302) 422-1110
30. THE CITY OF MILFORD SHALL EVENTUALLY TAKE OVER OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF STORM SEWER RELATED INFRASTRUCTURE THAT LIES WHOLLY WITHIN THE CITY RIGHT-OF-WAY. HOWEVER, THIS SHALL NOT OCCUR UNTIL THE WORK HAS PASSED ALL INSPECTIONS; AS-BUILT (RECORD) DRAWINGS AND A CORRESPONDING AUTO CAD FILE HAVE BEEN SUBMITTED AND APPROVED; THE RIGHT-OF-WAY HAS BEEN DEEDED TO THE CITY; AND THE OWNERSHIP OF THE INFRASTRUCTURE HAS BEEN TRANSFERRED TO THE CITY BY BILL OF SALE.
31. ALL AREA SHOWN ON THESE PLANS WITHIN THE APARTMENT PARCELS WHICH ARE NOT BUILDINGS ARE HEREBY DEDICATED AS A DRAINAGE AND UTILITY EASEMENT.
32. PORTIONS OF THE SUBJECT SITE ARE LOCATED WITHIN WETLANDS DELINEATED BY GEO-TECHNOLOGY ASSOCIATES.
33. PORTIONS OF THE SUBJECT SITE ARE LOCATED WITHIN A WATER RESOURCE POTECTION AREA (EXCELLENT RECHARGE AREA) AS DETERMINED BY DELAWARE GEOLOGIC SURVEY. DELINEATION OF THE EXCELLENT RECHARGE AREA IS BASED UPON GIS DATA OBTAINED THROUGH THE STATE OF DELAWARE, LAST REVISED JULY 7, 2017.

DELDOT RECORD GENERAL NOTES

(*LAST REVISED DECEMBER 8, 2017)

1. AS PER THE TRAFFIC IMPACT STUDY RECOMMENDATIONS, THE DEVELOPER SHOULD CONTRIBUTE AN AMOUNT OF $119,923.13 TO THE IMPROVEMENTS AT THE INTERSECTION OF US ROUTE 113 AND DELAWARE ROUTE 14.
2. NO LANDSCAPING SHALL BE ALLOWED WITHIN R/W UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT COORDINATION MANUAL (DCM).
3. ALL ENTRANCES SHALL CONFORM TO THE DELAWARE DEPARTMENT OF TRANSPORTATION'S (DELDOT'S) CURRENT DEVELOPMENT COORDINATION MANUAL (DCM) AND SHALL BE SUBJECT TO ITS APPROVAL.
4. SHRUBBERY, PLANTINGS, SIGNS AND/OR OTHER VISUAL BARRIERS THAT COULD OBSTRUCT THE SIGHT DISTANCE OF A DRIVER PREPARING TO ENTER THE ROADWAY ARE PROHIBITED WITHIN THE DEFINED DEPARTURE SIGHT TRIANGLE AREA ESTABLISHED ON THIS PLAN. IF THE ESTABLISHED DEPARTURE SIGHT TRIANGLE AREA IS OUTSIDE THE RIGHT-OF-WAY OR PROJECTS ONTO AN ADJACENT PROPERTY OWNER'S LAND, A SIGHT EASEMENT SHOULD BE ESTABLISHED AND RECORDED WITH ALL AFFECTED PROPERTY OWNERS TO MAINTAIN THE REQUIRED SIGHT DISTANCE.
5. UPON COMPLETION OF THE CONSTRUCTION OF THE SIDEWALK OR SHARED-USE PATH ACROSS THIS PROJECT'S FRONTAGE AND PHYSICAL CONNECTION TO ADJACENT EXISTING FACILITIES, THE DEVELOPER, THE PROPERTY OWNERS OR BOTH ASSOCIATED WITH THIS PROJECT, SHALL BE RESPONSIBLE TO REMOVE ANY EXISTING ROAD TIE-IN CONNECTIONS LOCATED ALONG ADJACENT PROPERTIES, AND RESTORE THE AREA TO GRASS. SUCH ACTIONS SHALL BE COMPLETED AT DELDOT'S DISCRETION, AND IN CONFORMANCE WITH DELDOT'S "SHARED-USE PATH AND/OR SIDEWALK TERMINATION POLICY".
6. SUBDIVISION STREETS CONSTRUCTED WITHIN THE LIMITS OF THE PUBLIC RIGHT-OF-WAY AS SHOWN ON THIS PLAN AND ARE TO BE MAINTAINED BY THE CITY OF MILFORD. THE STATE OF DELAWARE ASSUMES NO MAINTENANCE RESPONSIBILITIES FOR THE FUTURE MAINTENANCE OF THESE STREETS.
7. THE SHARED-USE PATH SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, THE PROPERTY OWNERS OR BOTH WITHIN THIS SUBDIVISION. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF THE SHARED-USE PATH.
8. ALL LOTS SHALL HAVE ACCESS FROM THE INTERNAL SUBDIVISION STREET.
9. DRIVEWAYS WILL NOT BE PERMITTED TO BE PLACED AT CATCH BASIN LOCATIONS.
10. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MARKERS TO PROVIDE A PERMANENT REFERENCE FOR RE-ESTABLISHING THE RIGHT-OF-WAY AND PROPERTY CORNERS ON LOCAL AND HIGHER ORDER FRONTAGE ROADS. RIGHT-OF-WAY MARKERS SHALL BE SET AND/OR PLACED ALONG THE FRONTAGE ROAD RIGHT-OF-WAY AT PROPERTY CORNERS AND AT EACH CHANGE IN RIGHT-OF-WAY ALIGNMENT IN ACCORDANCE WITH SECTION 3.2.4.2 OF THE DEVELOPMENT COORDINATION MANUAL.

TRIP GENERATION - HOLLY HILL ROAD (ROAD K447) (FULL MOVEMENT)

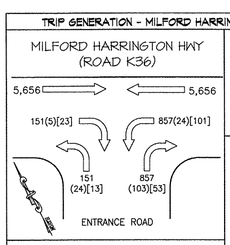


TRAFFIC GENERATION DIAGRAM
TRIPS PER DAY (VEHICLES IN A.M.) [P.M. PEAK HOUR]

ROAD TRAFFIC DATA:
FUNCTIONAL CLASSIFICATION - LOCAL
POSTED SPEED LIMIT - 35 MPH (EASTBOUND), 50 MPH (WESTBOUND)
AADT =1,345 (FROM 2016 DELDOT TRAFFIC SUMMARY)
10 YEAR PROJECTED AADT = 1.16 X (1,345 TRIPS) = 1,561 TRIPS
10 YEAR PROJECTED AADT + SITE ADT = 2,065 TRIPS
TRAFFIC PATTERN GROUP - 7 (FROM 2010 DELDOT TRAFFIC SUMMARY)
K FACTOR = 15.43%
PEAK HOUR = 15.43% X 2,065 = 319 TRIPS

SITE TRIPS GENERATED:
SOURCE: ITE TRIP GENERATION MANUAL 9TH EDITION.
240 APARTMENTS (220) * 6.65 = 1,596 MOVEMENTS
154 TOWNHOUSES (230) * 5.81 = 924 MOVEMENTS
1596 + 924 = 2520 * 20% = 504 MOVEMENTS
ONE ENTRANCE - FULL MOVEMENT
DESIGN VEHICLE: SU-30
DIRECTIONAL DISTRIBUTION:
51% TO & FROM THE WEST (126 TRIPS)(10 AM PK)(12 PM PK)
49% TO & FROM THE EAST (378 TRIPS)(50 AM PK)(56 PM PK)

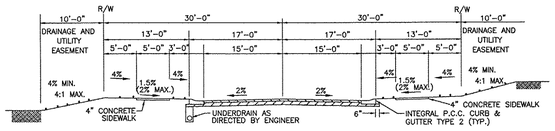
TRIP GENERATION - MILFORD HARRINGTON HWY (ROAD K36) (FULL MOVEMENT)



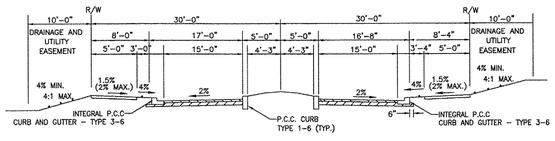
TRAFFIC GENERATION DIAGRAM
TRIPS PER DAY (VEHICLES IN A.M.) [P.M. PEAK HOUR]

ROAD TRAFFIC DATA:
FUNCTIONAL CLASSIFICATION - MINOR ARTERIAL
POSTED SPEED LIMIT - 50 MPH (EASTBOUND), 50 MPH (WESTBOUND)
AADT =4,731 (FROM 2016 DELDOT TRAFFIC SUMMARY)
10 YEAR PROJECTED AADT = 1.16 X 4,751 TRIPS = 11,211 TRIPS
10 YEAR PROJECTED AADT + SITE ADT = 13,327 TRIPS
TRAFFIC PATTERN GROUP - 2 (FROM 2010 DELDOT TRAFFIC SUMMARY)
K FACTOR = 10.75%
PEAK HOUR = 10.75% X 13,327 = 1,433 TRIPS

SITE TRIPS GENERATED:
SOURCE: ITE TRIP GENERATION MANUAL 9TH EDITION.
240 APARTMENTS (220) * 6.65 = 1,596 MOVEMENTS
154 TOWNHOUSES (230) * 5.81 = 924 MOVEMENTS
ONE ENTRANCE - FULL MOVEMENT
DESIGN VEHICLE: SU-30
DIRECTIONAL DISTRIBUTION:
51% TO & FROM THE WEST (302 TRIPS)(24 AM PK)(136 PM PK)
49% TO & FROM THE EAST (1,114 TRIPS)(121 AM PK)(154 PM PK)



TYPICAL 60' R/W STREET SECTION
NOT TO SCALE



TYPICAL 60' R/W BOULEVARD SECTION
NOT TO SCALE

WETLAND STATEMENT

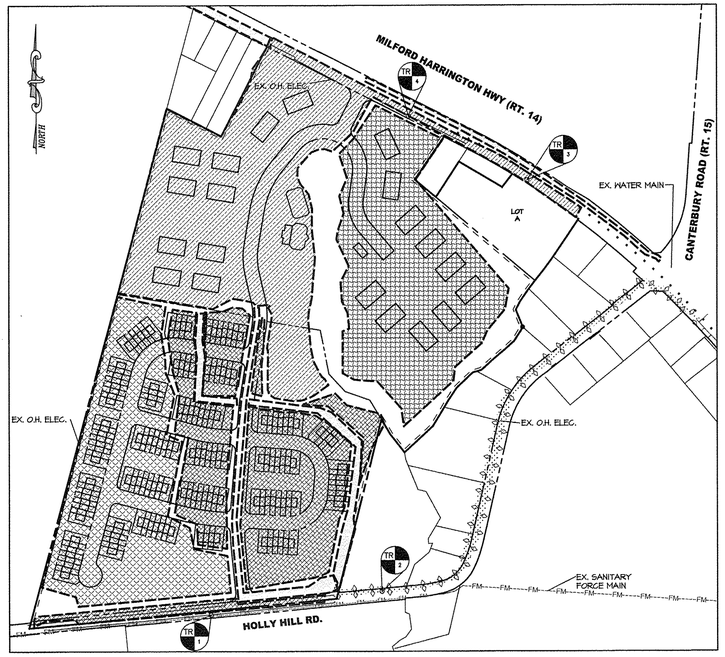
GEO-TECHNOLOGY ASSOCIATES, INC (GTA) PERFORMED A FIELD REVIEW WITHIN THE BOUNDARIES OF THIS PLAN IN MARCH 2010 AND JULY 2017 TO EVALUATE THE PRESENCE OR ABSENCE OF POTENTIAL STATE AND FEDERAL JURISDICTIONAL WETLANDS FOR THE PURPOSES OF DELAWARE WETLAND AND SUBAQUEOUS LAND REGULATIONS AND SECTION 404 OF THE CLEAN WATER ACT. GTA'S REVIEW WAS CONDUCTED IN GENERAL ACCORDANCE WITH TECHNIQUES AND CRITERIA PROVIDED IN THE 1987 CORPS OF ENGINEERS WETLAND DELINEATION MANUAL AND THE REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: ATLANTIC AND GULF COASTAL PLAIN REGION (VERSION 2.0), DATED NOVEMBER 2010. A UNITED STATES ARMY CORPS OF ENGINEERS PRELIMINARY JURISDICTIONAL DETERMINATION , DATED FEBRUARY 1, 2018, WAS OBTAINED FOR THIS SITE.

ANDY STANSFIELD — DATE

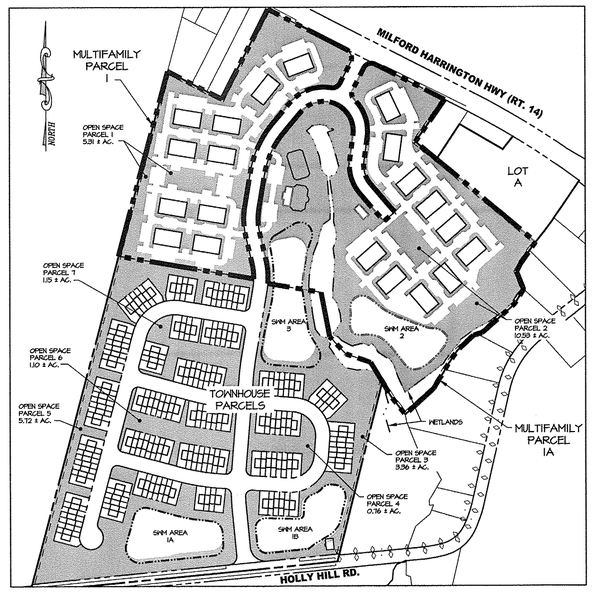
ENGINEER'S CERTIFICATION

I, PHILLIP L. TOLLIVER, HEREBY CERTIFY THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

PHILLIP L. TOLLIVER, P.E. — DATE 9/6/19



VICINITY MAP
1"= 300'



OPEN SPACE & PARCEL MAP
1"= 300'

OWNER CERTIFICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT OUR DIRECTION, THAT THE STREETS IDENTIFIED AS PUBLIC SHOWN HEREON AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC USE AND THAT ALL PROPOSED MONUMENTS AND MARKERS SHOWN HEREON WILL BE SET AT THE LOCATION INDICATED, THAT WE ACKNOWLEDGE THE SAME TO BE OUR ACT AND DESIRE THE PLAN TO BE RECORDED ACCORDING TO LAW.

DUNN DEVELOPMENT, LLC — DATE

CITY ENGINEER APPROVAL

CONSTRUCTION IMPROVEMENT PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH THE CITY OF MILFORD CONSTRUCTION SPECIFICATIONS AND DETAILS. THE OWNER AND HIS ENGINEER AND/OR SURVEYOR ASSUME ALL RESPONSIBILITY FOR DESIGN AND ACCURACY OF INFORMATION SHOWN HEREON.

SIGNATURE:_____ DATE:_____

CITY OF MILFORD APPROVAL

CITY MANAGER:_____ DATE:_____
ERIC NORENBERG

INDEX OF DRAWINGS

PLAT	SHEET 1	FINAL RECORD PLATS TITLE SHEET
	SHEET 2	FINAL RECORD PLATS
	SHEET 3	FINAL RECORD PLATS
	SHEET 4	FINAL RECORD PLATS
	SHEET 5	FINAL RECORD PLATS
	SHEET 6	FINAL RECORD PLATS TABLES AND DETAILS
	SHEET 7	SITE PLAN
	SHEET 8	SITE PLAN
	SHEET 9	SITE DETAILS

SITE DATA

TAX MAP PARCELS:	5-16-173.00-01-21.00 5-16-173.00-01-22.00
DEED BVP:	D-2521-141
OWNER:	WALTER N. THOMAS, II 1335 MILFORD-HARRINGTON HIGHWAY MILFORD, DE 19963
SITE ADDRESS:	1335 MILFORD-HARRINGTON HIGHWAY MILFORD, DE 19963
DEVELOPER/APPLICANT:	DUNN DEVELOPMENT, LLC 160 SENECA SHORE ROAD PERRYVILLE, MD 21903 ATTN: MR. ERIC DUNN
EXISTING ZONING:	R-8 (CITY OF MILFORD)
PROPOSED ZONING:	R-8 (CITY OF MILFORD)
PROPOSED USE:	RESIDENTIAL
TOTAL SITE AREA:	71.418± AC (SURVEY)
AREA OF LOT A (OTHER LANDS OF DUNN DEVELOPMENT LLC):	3.268± AC
REMAINING SITE AREA:	68.65± AC
ALLOWABLE DENSITY:	68.65 AC. - 2.64 AC WETLANDS) = 66.01 AC X 8 UNITS/ACRE = 528 UNITS
PROPOSED DENSITY:	393 UNITS TOTAL 20 APARTMENT BUILDINGS, 12 UNITS PER BUILDING = 240 UNITS 24 TOWNHOME GROUPS (4-8 UNITS PER GROUP) = 154 TOWNHOMES
AREA CALCULATIONS:	
W/IN PROPOSED STREETS R.O.W.	9.41 ± AC (TOTAL SITE)
W/IN EXISTING WOODLAND	4.29 ± AC
W/IN WOODLAND PRESERVATION	3.84 ± AC
W/IN WETLANDS	2.64 ± AC
W/IN ZONE 3 SVA PROTECTION AREA	14.69 ± AC
AREA OF APARTMENT SECTION:	34.88 ± AC (INCLUDING R/W), 32.46 ± AC (NOT INCLUDING R/W), 2.42 ± AC R/W WITHIN APARTMENT AREA
MINIMUM LOT AREA REQUIRED:	2,500 S.F. / APARTMENT = 2,500 X 12 X 20 = 600,000 S.F. = 13.77± AC
OPEN SPACE REQUIRED:	40% = 12.98 ± AC
TOTAL OPEN SPACE PROVIDED:	15.84 ± AC (NOT INCLUDING WETLANDS AND SWM AREAS)
RECREATIONAL OPEN SPACE PROPOSED:	2.62 ± AC
MAXIMUM LOT COVERAGE:	20% (REQUIRED) 10% (PROVIDED)
AREA OF TOWNHOME SECTION:	33.77 ± AC (INCLUDING R/W), 26.70 ± AC (NOT INCLUDING R/W), 7.07 ± AC R/W WITHIN TOWNHOME AREA
AREA OF TOWNHOUSE LOTS	10.00 ± AC
MINIMUM T.H. LOT SIZE REQUIRED:	2,000 SF
MINIMUM T.H. LOT SIZE PROPOSED:	2,200 SF
AVERAGE T.H. LOT SIZE	2,730 SF
AVERAGE LOT COVERAGE:	48%
MAXIMUM LOT COVERAGE:	60%
OPEN SPACE REQUIRED:	40% = 10.88 ± AC
TOTAL OPEN SPACE PROVIDED:	12.09 ± AC (NOT INCLUDING WETLANDS AND SWM AREAS)
RECREATIONAL OPEN SPACE PROPOSED:	3.16 ± AC
MAX. IMPERVIOUS W/IN ZONE 3 SVPA:	35% ALLOWED, 30% PROVIDED (4.37 ± AC)

PARKING SPACES:	REQUIRED	PROVIDED
APARTMENTS (2.5 SPACES PER UNIT):	600	728
TOWNHOMES (2.5 SPACES PER UNIT):	348	348
CLUBHOUSE (1 SPACE PER 150 S.F.G.F.A.):	21	31 (INCLUDES 2 FOR TOT LOT)

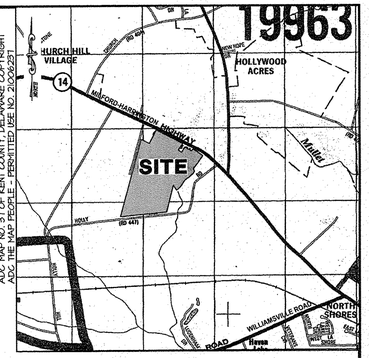
BUILDING SETBACKS:	TOWNHOMES	APARTMENTS
FRONT YARD	30'	30'
SIDE YARD	15'	N/A
REAR YARD	15'	N/A
BETWEEN UNITS (END/END)	30'	25'
BETWEEN UNITS (FACE/FACE)	60'	25'
PROPERTY BOUNDARY	N/A	N/A

MINIMUM LOT WIDTH:	REQUIRED	PROVIDED
APARTMENTS:	50'	284.61'

WATER:	CITY OF MILFORD PUBLIC WATER
SEWER	CITY OF MILFORD PUBLIC SEWER
TOPOGRAPHIC REFERENCE	HORIZONTAL - DELAWARE COORDINATE SYSTEM NAD 83/86 VERTICAL - NAVD 88
FLOODPLAIN REFERENCE:	FEMA MAP #10001C0362J, EFFECTIVE JULY 7, 2014
WETLAND REFERENCE:	DELINEATED BY GEO-TECHNOLOGY ASSOC., INC. ON JUNE 3, 2010

BUILDING HEIGHTS:	TOWNHOMES	APARTMENTS
MAX. PERMITTED	3 STORIES or 35'	3 STORIES
MAX. PROPOSED	3 STORIES (35')	3 STORIES

R.O.W. AREA DEDICATED TO DELDOT	0.84± ACRES
DELDOT INVESTMENT LEVEL:	2
RECREATIONAL AMENITITIES:	2,000 SF CLUBHOUSE, (2) TOT LOTS, POOL, & BASKETBALL COURT
SWM AREAS:	1A = 1.43 ± AC. 1B = 1.45 ± AC. 2 = 1.36 ± AC. 3 = 1.86 ± AC.



LOCATION MAP
SCALE: 1" = 2,000'

LEGEND

PHASE 1A
PHASE 1
PHASE 2
PHASE 3
PHASE 4
OPEN SPACE

PLAT

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
18 BOULDEN CIRCLE, SUITE 36
NEW CASTLE, DELAWARE 19720
(302) 326-2200
FAX: (302) 326-2399
WWW.MRAGTA.COM

PHILLIP L. TOLLIVER — No. 19430 — REGISTERED PROFESSIONAL ENGINEER — DELAWARE
9/6/19
ENGINEER'S SEAL

FINAL RECORD PLATS
TITLE SHEET
FOR
HICKORY GLEN

CITY OF MILFORD — KENT COUNTY, DELAWARE

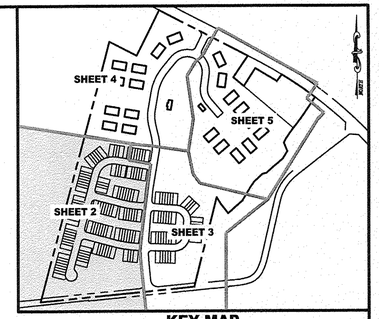
DATE	REVISIONS
11/9/18	PER MILFORD 4/26/18 COMMENTS
11/9/18	PER DELDOT 2/19/18 COMMENTS
1/15/19	PER MILFORD 1/8/19 COMMENTS
1/23/19	PER DELDOT 12/20/18 COMMENTS
7/18/19	PER MILFORD COMMENTS
9/4/19	PER MILFORD COMMENTS

JOB NO.: 16302.01
SCALE: AS SHOWN
DATE

NORTH

LEGEND

- EXISTING PROPERTY LINE
- EXISTING PARCEL TO BE EXPUNGED
- ADJACENT PROPERTY LINE
- EXISTING NON-TIDAL WETLNDS LINE
- EXISTING TREE LINE
- EXISTING SWPA (ZONE 3)
- EXISTING ROAD CENTERLINE
- PROPOSED LOT LINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED CURB
- WOODLAND PRESERVATION LINE
- PROPOSED STORMWATER MANAGEMENT AREA
- CONCRETE MONUMENT TO BE SET
- PROPOSED EASEMENT
- EXCELLENT RECHARGE AREA LIMIT
- A — A — LINE OF SIGHT
- B — B — LINE OF SIGHT
- P63 WETLAND FLAG
- WB — WB — WETLANDS BUFFER
- SB — SB — RIPARIAN BUFFER
- US — US — WATERS OF THE US



KEY MAP

HOLLY HILL ROAD (KCR #447)
(R/W VARIES)
LOCAL ROAD

CONC. MON. SET

N 14° 56' 54" E 2,255.01'

LAND OF
WAYNE L. HILL ESTATE TRUSTEES
MD00-173.00-01-68.00
D153/274
ZONED: AC

LAND OF
BALTIMORE AIRCOIL COMPANY, INC.
5-00-18200-01-1400-00001
S 0030 0245
ZONED: IL

LAND OF
CROP PRODUCTION SERVICES INC.
5-16-18200-01-2200-00001
D 7424 0060
ZONED: PUD

RUBRA WAY
(DEDICATED TO PUBLIC USE
CITY OF MILFORD MAINTAINED)

ZEBRAWOOD COURT
(DEDICATED TO PUBLIC USE
CITY OF MILFORD MAINTAINED)

BITTERNUT DRIVE
(DEDICATED TO PUBLIC USE
CITY OF MILFORD MAINTAINED)

KINGNUT COURT
(DEDICATED TO PUBLIC USE
CITY OF MILFORD MAINTAINED)

OPEN SPACE PARCEL 5
5.72 ± AC.

OPEN SPACE PARCEL 6
1.10 ± AC.

OPEN SPACE PARCEL 7
1.15 ± AC.

TOT LOT

STORMWATER FACILITY 1A

MATCHLINE SHEET 3

MATCHLINE SHEET 4

SCALE: 1" = 50'

MORRIS & RITCHIE ASSOCIATES, INC.
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FAX: (302) 326-2399
WWW.MRAGTA.COM

PLAT

FINAL RECORD PLATS
FOR
HICKORY GLEN

I HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT ALL MONUMENTS SHOWN HEREON HAVE BEEN SET OR WILL BE SET AS SHOWN. DELAWARE PROFESSIONAL ENGINEER
9/6/19
ENGINEER'S SEAL

CITY OF MILFORD — KENT COUNTY, DELAWARE

DATE	REVISIONS
11/9/18	PER MILFORD 4/26/18 COMMENTS
11/9/18	PER DELDOT 2/19/18 COMMENTS
1/15/19	PER MILFORD 1/8/19 COMMENTS
1/23/19	PER DELDOT 12/20/18 COMMENTS
7/18/19	PER MILFORD COMMENTS

JOB NO.: 16302
SCALE: 1"=50'
DATE: 12/15/2017
DRAWN BY: RDG
DESIGN BY: RDG
REVIEW BY: PLT
SHEET: 2 OF 9

NORTH

HOLLY HILL ROAD (KCR #447)
(R/W VARIES)
LOCAL ROAD

ZEBRAWOOD COURT
(DEDICATED TO PUBLIC USE
CITY OF MILFORD MAINTAINED)

KINGNUT COURT
(DEDICATED TO PUBLIC USE CITY
OF MILFORD MAINTAINED)

BITTERNUT DRIVE
(DEDICATED TO PUBLIC USE
CITY OF MILFORD MAINTAINED)

SHAGBARK
(DEDICATED TO CITY OF
MILFORD FOR PUBLIC USE)

MAHOGANY LANE
(DEDICATED TO PUBLIC USE
CITY OF MILFORD MAINTAINED)

DRIVE

MATCHLINE SHEET 2

MATCHLINE SHEET 4

MATCHLINE SHEET 5

SIGHT TRIANGLE (411 LF FOR 35 MPH)

DECISION POINT

PERMANENT DELDOT, ACCESS, DRAINAGE & UTILITY EASEMENT

DRAINAGE & UTILITY EASEMENT

10' X 20' SIGN EASEMENT

20' DRAINAGE & UTILITY EASEMENT

A 15-FOOT PERMANENT EASEMENT IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT

SIGHT TRIANGLE "A" (526 LF FOR 50 MPH)

A 30 FOOT WIDE STRIP OF RIGHT-OF-WAY FROM THE CENTERLINE IS HEREBY DEDICATED TO THE STATE OF DELAWARE AS PER THIS PLAT

SIGHT TRIANGLE "B" (411 LF FOR 35 MPH)

SIGHT TRIANGLE "B" (526 LF FOR 50 MPH)

EXIST. TITLE LINE

EXIST. R/W LINE

PROP. R/W LINE

PIN/CAP SET

OPEN SPACE PARCEL 4 0.76 ± AC.

OPEN SPACE PARCEL 3 9.36 ± AC.

STORMWATER FACILITY 1B

STORMWATER FACILITY 3

EX. WETLANDS

LAND OF JEFFERY A. THOMAS
MD00-1T3.00-01-61.01
K40/265 D532/1030
ZONED AC

10' LANDSCAPE BUFFER

60' R/W

N 5° 27' 57" W 187.29'

N 00° 34' 39" E 20.00'

S 84° 20' 27" E 11.26'

N 84° 20' 27" W 13.43'

S 5° 27' 57" E 20.00'

S 84° 32' 03" W 11.50'

N 5° 27' 57" W 162.29'

S 01° 34' 23" E 47.81'

S 10° 50' 08" E 10.46'

S 09° 00' 33" W 31.46'

S 51° 48' 56" E 46.01'

S 02° 31' 19" E 20.00'

N 3° 36' 01" E 100.00'

S 3° 36' 01" W 107.23'

S 61° 54' 25" W 20.00'

N 28° 05' 35" W 64.89'

S 28° 05' 35" E 64.89'

S 05° 27' 57" E 20.00'

N 17° 07' 03" E 205.19'

N 34° 12' 57" W 5.42'

N 17° 07' 03" E 284.82'

S 51° 13' 43" W 14.79'

N 34° 12' 57" W 16.46'

S 14°11'36" W 774.23'

N 30°51'16" W 72.64'

N 12° 51' 09" E 394.29'

S 12° 24' 06" W 432.82'

N 30°51'16" W 774.23'

N 12° 51' 09" E 432.82'

S 4° 41' 56" W 771.84'

S 4° 41' 56" W 227.52'

S 4° 41' 56" W 185.51'

S 4° 41' 56" W 42.50'

S 4° 41' 56" W 230.86'

S 4° 41' 56" W 100.00'

S 4° 41' 56" W 210.00'

S 4° 41' 56" W 103.44'

S 4° 30' 58" W 109.88'

S 4° 30' 58" W 97.91'

N 9° 30' 58" E 288.88'

N 4° 41' 56" E 230.86'

N 4° 41' 56" E 100.00'

N 4° 41' 56" E 42.50'

N 4° 41' 56" E 771.84'

N 3° 36' 01" E 104.58'

N 3° 36' 01" E 92.16'

N 03° 36' 01" E 31.06'

N 08° 44' 49" W 126.47'

N 16° 16' 24" E 19.19'

N 44° 39' 12" E 103.98'

N 85° 18' 02" W 155.00'

N 84° 29' 27" W 216.80'

N 86° 23' 59" W 210.00'

N 08° 32' 50" W 64.81'

S 81° 27' 10" W 16.45'

S 7° 53' 54" W 101.24'

N 24° 02' 37" E 48.54'

N 65° 57' 23" W 12.86'

N 27° 57' 57" W 16.14'

N 05° 47' 08" E 104.02'

N 11° 45' 49" E 181.81'

N 78° 14' 11" W 16.88'

N 04° 35' 05" E 20.04'

N 84° 29' 27" W 216.80'

S 10° 54' 48" E 109.03'

S 42° 58' 51" E 94.51'

S 30° 50' 40" E 104.48'

S 16° 16' 24" W 94.51'

S 5° 27' 57" E 94.51'

S 84° 32' 03" W 11.50'

S 28° 27' 57" E 34.00'

N 84° 32' 03" E 11.50'

S 61° 27' 10" W 16.45'

S 44° 39' 12" W 103.98'

S 44° 39' 12" W 113.75'

S 65° 18' 02" E 117.01'

S 85° 18' 02" E 111.74'

N 85° 18' 02" W 111.74'

N 34° 12' 57" W 108.48'

N 50° 27' 57" W 108.48'

N 34° 12' 57" W 108.48'

S 44° 39' 12" W 109.98'

S 65° 18' 02" E 108.48'

S 85° 18' 02" E 108.48'

S 86° 23' 59" E 156.47'

S 84° 29' 27" E 216.80'

S 84° 32' 03" E 11.50'

S 5° 27' 57" E 187.29'

S 5° 27' 57" E 162.29'

S 5° 27' 57" E 20.00'

S 5° 27' 57" E 34.00'

S 5° 27' 57" E 94.51'

S 5° 27' 57" E 108.48'

S 5° 27' 57" E 109.98'

S 5° 27' 57" E 108.48

NORTH

1000.00'

OPEN SPACE PARCEL 1 552 ± AC.

LAND OF
WAYNE L. HILL ESTATE TRUSTEES
MD00-173.00-01-68.00
D153/274
ZONED AC

CONC. MON. SET

10' LANDSCAPE BUFFER

PIPE (FOUND)

MATCHLINE SHEET 2

MULTIFAMILY PARCEL 1
11.21 AC.

12 UNITS
3 STORIES
19,126 S.F.
(12)

12 UNITS
3 STORIES
19,126 S.F.
(13)

12 UNITS
3 STORIES
19,126 S.F.
(11)

12 UNITS
3 STORIES
19,126 S.F.
(14)

12 UNITS
3 STORIES
19,126 S.F.
(16)

12 UNITS
3 STORIES
19,126 S.F.
(17)

12 UNITS
3 STORIES
19,126 S.F.
(15)

12 UNITS
3 STORIES
19,126 S.F.
(18)

ABACHI COURT
(PRIVATELY MAINTAINED)

IROKO COURT
(PRIVATELY MAINTAINED)

LAND OF
ROBERT E. SOUTHARD III
MD00-173.00-01-63.00
R301143

S 62°52'18" E 296.08'

LAND OF
DONALD L. BRITTINGHAM
MD00-173.00-01-64.00
L341264

LAND OF
PHYLLIS ANN MORTON
MD00-173.00-01-65.00
0221441

N 27°07'42" E 422.47'

DRAINAGE & UTILITY EASEMENT

SHAGBARK DRIVE
(DEDICATED TO PUBLIC USE
CITY OF MILFORD MAINTAINED)

60' R/W

N 11° 45' 44" E 78.13'

S 12° 54' 32" E 114.36'

N 78° 14' 11" W 16.88'

S 9° 30' 58" W 146.56'

20' DRAINAGE & UTILITY EASEMENT

N 12° 50' 03" W 20.00'

STORMWATER FACILITY 3

OPEN SPACE PARCEL 2 11.10 ± AC.

TOT LOT

2,000 SF CLUBHOUSE

MATCHLINE SHEET 3

MULTIFAMILY PARCEL 1A
22.25 AC.

NOTE:
SEE SEPARATE CLUBHOUSE SITE PLAN FOR ACTUAL DIMENSIONS AND FEATURES.

POOL

BASKETBALL COURT

LOT LINE TO BE EXPUNGED

EX. WETLANDS

EUCALYPTUS STREET
(PRIVATELY MAINTAINED)

LIMBA WAY
(PRIVATELY MAINTAINED)

12 UNITS
3 STORIES
19,126 S.F.
(19)

12 UNITS
3 STORIES
19,126 S.F.
(20)

S 34° 47' 44" W 160.21'

N 25° 46' 07" W 16.44'

S 64° 13' 53" W 20.00'

N 62° 51' 25" W 20.00'

N 27° 08' 35" E 35.46'

S 27° 08' 39" W 42.46'

N 11° 16' 23" W 43.44'

N 21° 04' 18" E 14.78'

S 78° 43' 37" W 20.00'

S 11° 16' 23" E 36.52'

S 27° 04' 18" W 9.95'

10' X 20' SIGN EASEMENT

N 27° 08' 35" E 28.41'

S 14° 27' 40" E 71.42'

S 27° 04' 18" W 25.60'

S 84° 48.39'

10.56'

60' R/W

TEAK PLACE
(DEDICATED TO PUBLIC USE
CITY OF MILFORD MAINTAINED)

MATCHLINE SHEET 5

S 78° 54' 36" W 36.50'

10' X 20' SIGN EASEMENT

PERMANENT DELDOT, ACCESS, DRAINAGE & UTILITY, AND SIGN EASEMENT

DECISION POINT

SIGHT TRIANGLE "C" (647 LF FOR 50 MPH)

A 35-FOOT PERMANENT EASEMENT IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT

PERMANENT DELDOT, ACCESS, DRAINAGE & UTILITY EASEMENT

SIGHT TRIANGLE "C" (526 LF FOR 50 MPH)

15' WIDE UTILITY EASEMENT PLAT BOOK 132 PAGE 87

MILFORD HARRINGTON HIGHWAY (SR 14)
(80' R/W)
MINOR ARTERIAL ROAD

LAND OF
R&C FRY FARMS LTD. PTR
5-16-173.00-01-0100-00001
D 0626 0350
ZONED: PUD

SHEET 4

SHEET 5

SHEET 2

SHEET 3

KEY MAP

LEGEND

- EXISTING PROPERTY LINE
- EXISTING PARCEL TO BE EXPUNGED
- ADJACENT PROPERTY LINE
- EXISTING NON-TIDAL WETLNDS LINE
- EXISTING TREE LINE
- EXISTING SWPA (ZONE 3)
- EXISTING ROAD CENTERLINE
- PROPOSED LOT LINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED CURB
- WOODLAND PRESERVATION LINE
- PROPOSED STORMWATER MANAGEMENT AREA
- CONCRETE MONUMENT TO BE SET
- PROPOSED EASEMENT
- EXCELLENT RECHARGE AREA LIMIT
- LINE OF SIGHT
- P63 WETLAND FLAG
- WETLANDS BUFFER
- RIPARIAN BUFFER
- WATERS OF THE US

50 25 0 25 50 100
SCALE: 1" = 50'

PLAT

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
18 BOULDEN CIRCLE, SUITE 36
NEW CASTLE, DELAWARE 19720
(302) 326-2200
FAX: (302) 326-2399
WWW.MRAGTA.COM

ENGINEER'S SEAL
ROBERT DOUGLAS TOLLIVER III
REGISTERED
NO. 12489
PROFESSIONAL ENGINEER
DELAWARE
9/6/19

FINAL RECORD PLATS
FOR
HICKORY GLEN
CITY OF MILFORD — KENT COUNTY, DELAWARE

DATE	REVISIONS	JOB NO.: 16302
11/9/18	PER MILFORD 4/26/18 COMMENTS	SCALE: 1"=50'
11/9/18	PER DELDOT 2/19/18 COMMENTS	DATE: 12/15/2017
1/15/19	PER MILFORD 1/8/19 COMMENTS	DRAWN BY: RDG
1/23/19	PER DELDOT 12/20/18 COMMENTS	DESIGN BY: RDG
7/18/19	PER MILFORD COMMENTS	REVIEW BY: PLT
		SHEET: 4 OF 9

NORTH

MATCHLINE SHEET 3

MATCHLINE SHEET 4

LOT LINE TO BE EXPUNGED

STORMWATER FACILITY 2

OPEN SPACE PARCEL 2 11.10 ± AC.

MAINTENANCE BUILDING

SHAGBARK DRIVE
(DEDICATED TO PUBLIC USE)
CITY OF MILFORD MAINTAINED)

COACHWOOD WAY
(PRIVATELY MAINTAINED)

TAKIAN WAY
(PRIVATELY MAINTAINED)

AYAN WAY
(PRIVATE)

SOURWOOD WAY
(PRIVATELY MAINTAINED)

CUCUMBER WAY
(PRIVATELY MAINTAINED)

BOXELDER WAY
(PRIVATELY MAINTAINED)

COCCOBOLO WAY
(PRIVATELY MAINTAINED)

MULTIFAMILY PARCEL
(1A)
21.25 AC.

RESIDUAL LOT
(A)
3.268 ± AC.

12 UNITS
3 STORIES
19,126 S.F.

DRAINAGE & UTILITY EASEMENT

PERMANENT DELDOT, ACCESS, DRAINAGE & UTILITY EASEMENT

10' X 20' SIGN EASEMENT

15' WIDE UTILITY EASEMENT
PLAT BOOK 132 PAGE 87

SIGHT TRIANGLE "C"
(64' LF FOR 50 MPH)

A 35-FOOT PERMANENT EASEMENT IS HEREBY ESTABLISHED FOR THE STATE OF DELAWARE AS PER THIS PLAT

10' LANDSCAPE BUFFER

EXIST. DRAINAGE & UTILITY EASEMENT D646/319

MILFORD HARRINGTON HIGHWAY (SR 14)
(80' R/W)
MINOR ARTERIAL ROAD

LAND OF
GEORGE G. JESTER
MD00-173.00-01-59.00
D24/162 E22/148
H31/525

LAND OF
LOUISE P. SMITH
MD00-173.00-01-57.00
D3848/020

LAND OF
NANCY LEHMAN
MD00-173.00-01-56.02
D2715/049

LAND OF
DENNISSE J. CARRASQUILLO
MD00-173.00-01-56.01
D2018/205

LAND OF
JASON R. FUHR
MD00-173.00-01-55.00
D4302/208

LAND OF
WALLACE I. STARRATT, TRUSTEE
MD00-173.00-01-52.00
D5824/299

LAND OF
JON A. THOMAS
MD00-173.00-01-54.01
H50/325

LAND OF
PATRICIA H. MARNEY
MD00-173.00-01-54.00
D2375/044

LAND OF
R&C FRY FARMS LTD. PTR
5-16-173.00-01-0100-00001
D 0626 0350
ZONED: PUD

REBAR/CAP SET

PIN/CAP (FOUND)

PIPE (FOUND)

REBAR (FOUND)

SCALE: 1" = 50'

KEY MAP

SHEET 1
SHEET 2
SHEET 3
SHEET 4
SHEET 5

LEGEND

- EXISTING PROPERTY LINE
- EXISTING PARCEL TO BE EXPUNGED
- ADJACENT PROPERTY LINE
- EXISTING NON-TIDAL WETLNDS LINE
- EXISTING TREE LINE
- EXISTING SWPA (ZONE 3)
- EXISTING ROAD CENTERLINE
- PROPOSED LOT LINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED CURB
- WOODLAND PRESERVATION LINE
- PROPOSED STORMWATER MANAGEMENT AREA
- CONCRETE MONUMENT TO BE SET
- PROPOSED EASEMENT
- EXCELLENT RECHARGE AREA LIMIT
- LINE OF SIGHT
- WETLAND FLAG
- WETLANDS BUFFER
- RIPARIAN BUFFER
- WATERS OF THE US

PLAT

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
18 BOULDEN CIRCLE, SUITE 36
NEW CASTLE, DELAWARE 19720
(302) 326-2200
FAX: (302) 326-2399
WWW.MRAGTA.COM

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF DELAWARE

9/16/19
ENGINEER'S SEAL

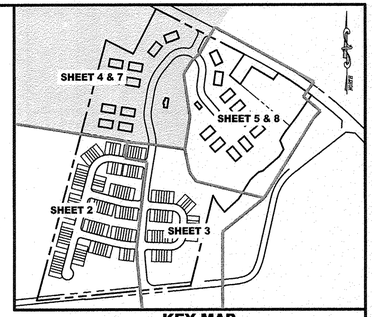
FINAL RECORD PLATS
FOR
HICKORY GLEN

CITY OF MILFORD — KENT COUNTY, DELAWARE

DATE	REVISIONS
11/9/18	PER MILFORD 4/26/18 COMMENTS
11/9/18	PER DELDOT 2/19/18 COMMENTS
1/15/19	PER MILFORD 1/8/19 COMMENTS
1/23/19	PER DELDOT 12/20/18 COMMENTS
7/18/19	PER MILFORD COMMENTS

JOB NO.: 16302
SCALE: 1"=50'
DATE: 12/15/2017
DRAWN BY: RDG
DESIGN BY: RDG
REVIEW BY: PLT
SHEET: 5 OF 9

NORTH



KEY MAP

12 UNITS
3 STORIES
19,126 S.F.

ABACO COURT

EUCALYPTUS STREET (PRIVATE)

SHAGBARK DRIVE (DEDICATED TO PUBLIC USE)

TEAK PLACE (DEDICATED TO PUBLIC USE)

LAND OF
ROBERT E. SOUTHARD III
MD00-173.00-01-63.00
R30/143
ZONED AC

LAND OF
DONALD L. BRITTINGHAM
MD00-173.00-01-64.00
L39/264
ZONED AC

LAND OF
PHYLLIS ANN MORTON
MD00-173.00-01-65.00
C22/447
ZONED AC

MILFORD HARRINGTON HIGHWAY (SR 14)
(80' R/W)
MINOR ARTERIAL ROAD

SWM AREA 3
1.86± AC.

2,000 SF CLUBHOUSE

POOL

BASKETBALL COURT

TOT LOT

5' BITUMINOUS TRAIL (TYP.)

10 GARAGE BAYS (TYP.)

LOADING ZONE

15' OFF-STREET PARKING SETBACK (TYP.)

5' CONCRETE SIDEWALK (TYP.)

15' WIDE PAV.

MATCHLINE SHEET 8

LEGEND

- FL — FIRE LANE SIGN
- HC — HANDICAP PARKING SIGN
- RI-1 — STOP SIGN
- RI-1 RI-3P — STOP SIGN ALL WAY
- RI-5 — YIELD TO PEDESTRIAN SIGN
- 4" YELLOW DEMARCATION
- FDC — STANDPIPE WITH SIAMESE CONNECTION
- (CR) — CURB RAMP
- (SR) — SERVICE RAMP
- CONCRETE SIDEWALK
- BITUMINOUS TRAIL
- 15' OFF-STREET PARKING SETBACK
- (8) — PARKING COUNT
- (10) — BUILDING NUMBER
- CROSS WALK
- STOP BAR
- DUMPSTER PAD W/ENCLOSURE
- WB WB — WETLANDS BUFFER
- SB SB — RIPARIAN BUFFER
- US US — WATERS OF THE US

PLAT

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
18 BOULDEN CIRCLE, SUITE 36
NEW CASTLE, DELAWARE 19720
(302) 326-2200
FAX: (302) 326-2399
WWW.MRAGTA.COM

ENGINEER'S SEAL

SITE PLAN

FOR

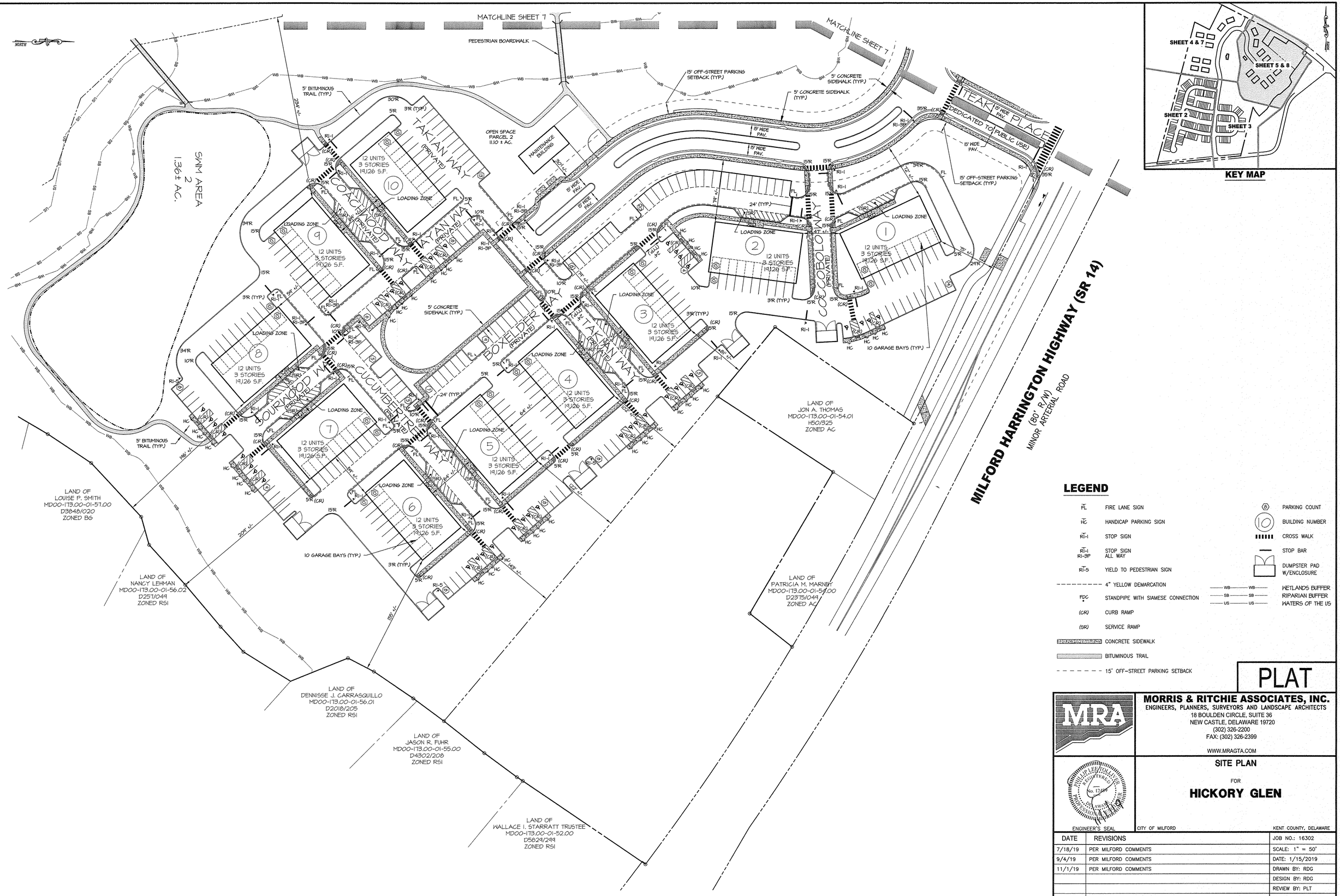
HICKORY GLEN

CITY OF MILFORD — KENT COUNTY, DELAWARE

DATE	REVISIONS
7/18/19	PER MILFORD COMMENTS
9/4/19	PER MILFORD COMMENTS
11/1/19	PER MILFORD COMMENTS

JOB NO.: 16302
SCALE: 1" = 50'
DATE: 1/15/2019
DRAWN BY: RDG
DESIGN BY: RDG
REVIEW BY: PLT
SHEET: 7 OF 9

G:\16302.01 - Hickory Glen\LDE\PLOT\PLATS\16302_01_plats_Apartment_Site_PLANS.dwg, 10/31/2019 9:09:21 AM, RGreenan, 1:1, Copyright 2019 Morris & Ritchie Associates, Inc.



KEY MAP

LEGEND

FL — FIRE LANE SIGN	(P) — PARKING COUNT
HC — HANDICAP PARKING SIGN	(10) — BUILDING NUMBER
RI-1 — STOP SIGN	CROSS WALK
RI-1 RI-3P — STOP SIGN ALL WAY	STOP BAR
RI-5 — YIELD TO PEDESTRIAN SIGN	DUMPSTER PAD W/ENCLOSURE
4" YELLOW DEMARCATION	WB — WB — WETLANDS BUFFER
FDC — STANDPIPE WITH SIAMESE CONNECTION	SB — SB — RIPARIAN BUFFER
(CR) — CURB RAMP	US — US — WATERS OF THE US
(SR) — SERVICE RAMP	
CONCRETE SIDEWALK	
BITUMINOUS TRAIL	
15' OFF-STREET PARKING SETBACK	

PLAT

MORRIS & RITCHIE ASSOCIATES, INC.
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18 BOULDEN CIRCLE, SUITE 36
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WWW.MRAGTA.COM

PHILIP L. TEDESCHI — REGISTERED — No. 12480 — DELAWARE — PROFESSIONAL ENGINEER

ENGINEER'S SEAL

SITE PLAN

FOR

HICKORY GLEN

CITY OF MILFORD — KENT COUNTY, DELAWARE

DATE	REVISIONS
7/18/19	PER MILFORD COMMENTS
9/4/19	PER MILFORD COMMENTS
11/1/19	PER MILFORD COMMENTS

JOB NO.: 16302
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DRAWN BY: RDG
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REVIEW BY: PLT
SHEET: 8 OF 9

G:\16302.01 - Hickory Glen\LDE\Plot\PLATS\16302_01_plats_Apartment_Site_PLANS.dwg, 10/31/2019 9:08:38 AM, RDrenon, 1:1, Copyright 2019 Morris & Ritchie Associates, Inc.

LOTS AND RIGHTS OF WAY CURVE TABLES

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C-1	62.83'	40.00'	N 17° 50' 42" W	56.57'
C-2	34.27'	25.00'	N 40° 18' 02" W	31.36'
C-3	1.03'	25.00'	S 88° 22' 44" E	1.03'
C-4	38.57'	25.00'	N 48° 36' 15" E	34.86'
C-5	105.12'	125.00'	S 16° 26' 56" E	102.05'
C-6	155.57'	185.00'	S 16° 26' 56" E	151.03'
C-7	172.11'	185.00'	N 19° 00' 33" W	165.97'
C-8	54.98'	35.00'	S 72° 04' 18" W	49.50'
C-9	44.48'	35.00'	S 09° 15' 09" E	41.55'
C-10	44.48'	35.00'	N 63° 33' 46" E	41.55'
C-11	322.55'	125.00'	N 66° 16' 50" W	240.22'
C-12	194.29'	185.00'	S 64° 53' 01" W	185.48'
C-13	145.54'	370.00'	S 24° 34' 23" W	193.28'
C-14	227.25'	430.00'	S 24° 34' 23" W	224.62'
C-15	105.68'	270.00'	S 01° 41' 47" E	105.00'
C-16	129.16'	330.00'	S 01° 41' 47" E	128.34'
C-18	40.15'	270.00'	N 05° 15' 23" E	40.11'
C-20	30.04'	330.00'	N 06° 54' 30" E	30.03'
C-21	129.16'	330.00'	N 01° 41' 47" W	128.34'
C-22	105.68'	270.00'	N 01° 41' 47" W	105.00'
C-23	39.27'	25.00'	S 30° 03' 06" E	35.36'
C-24	28.48'	25.00'	S 48° 09' 34" W	27.39'
C-25	39.27'	25.00'	S 59° 56' 54" W	35.36'
C-26	170.85'	50.00'	N 50° 39' 32" E	99.05'
C-27	265.68'	180.00'	S 57° 13' 56" W	242.21'
C-28	192.93'	410.00'	S 81° 07' 31" E	192.57'
C-29	157.08'	100.00'	S 40° 18' 02" E	141.42'
C-30	102.10'	65.00'	S 50° 27' 57" E	91.92'
C-32	55.62'	901.72'	S 03° 44' 30" E	55.61'
C-33	70.02'	1030.00'	S 03° 31' 07" E	70.00'
C-34	37.43'	25.00'	N 44° 27' 41" W	34.09'
C-35	208.24'	970.00'	N 81° 12' 06" W	207.84'
C-36	34.04'	970.00'	S 86° 11' 56" E	34.04'
C-37	22.00'	970.00'	S 84° 23' 46" E	22.00'
C-38	22.00'	970.00'	S 83° 05' 48" E	22.00'
C-39	34.04'	970.00'	S 81° 17' 38" E	34.04'
C-40	63.82'	970.00'	S 78° 15' 21" E	63.81'
C-41	39.27'	25.00'	S 54° 56' 54" W	35.36'
C-42	27.13'	25.00'	S 16° 08' 33" E	25.82'
C-43	211.34'	50.00'	N 73° 51' 27" E	85.63'
C-44	26.82'	50.00'	S 16° 04' 55" E	26.50'
C-45	13.67'	50.00'	S 07° 06' 54" W	13.63'
C-46	39.27'	25.00'	N 35° 29' 02" W	35.36'
C-47	9.46'	180.00'	N 81° 59' 21" W	9.46'
C-48	39.27'	25.00'	N 54° 30' 58" E	35.36'
C-49	28.48'	25.00'	N 42° 43' 38" E	27.39'
C-50	10.24'	25.00'	N 87° 43' 38" E	10.22'
C-51	39.27'	25.00'	S 30° 03' 06" E	35.36'
C-52	101.96'	570.00'	S 80° 10' 34" E	101.82'
C-53	177.12'	120.00'	S 57° 13' 56" W	161.47'
C-54	28.48'	25.00'	N 23° 41' 41" W	27.39'
C-55	86.59'	1030.00'	S 07° 06' 28" W	86.56'
C-56	39.27'	25.00'	N 44° 41' 58" E	35.36'
C-57	33.43'	570.00'	S 83° 37' 14" E	33.42'
C-58	22.03'	570.00'	S 80° 49' 54" E	22.03'
C-59	22.00'	570.00'	S 78° 37' 12" E	22.00'
C-60	22.01'	570.00'	S 76° 24' 24" E	22.01'
C-61	2.49'	570.00'	S 75° 10' 36" E	2.49'
C-62	28.98'	25.00'	S 41° 50' 26" E	27.39'
C-63	10.29'	25.00'	S 03° 09' 34" W	10.22'
C-64	54.98'	35.00'	N 39° 32' 03" E	49.50'
C-65	150.45'	120.00'	S 50° 51' 52" W	140.78'
C-66	26.67'	120.00'	N 86° 51' 06" W	26.62'
C-67	10.29'	25.00'	N 68° 41' 41" W	10.22'
C-69	39.27'	25.00'	S 49° 41' 58" W	35.36'
C-70	30.04'	340.00'	N 06° 54' 07" E	30.03'
C-71	95.92'	340.00'	N 03° 37' 42" W	95.61'
C-72	5.44'	100.00'	N 64° 27' 36" W	5.44'
C-73	10.95'	160.00'	S 02° 44' 19" W	10.95'
C-74	12.62'	15.00'	N 33° 36' 40" E	12.25'
C-76	59.65'	210.00'	N 07° 56' 20" W	59.53'
C-77	7.54'	125.00'	N 05° 54' 50" E	7.54'
C-78	31.07'	125.00'	N 02° 56' 04" W	30.99'
C-84	23.56'	15.00'	S 30° 03' 06" E	21.21'
C-85	23.56'	15.00'	S 59° 56' 54" W	21.21'
C-86	37.00'	900.00'	S 86° 01' 16" E	37.00'
C-87	23.14'	15.00'	N 48° 36' 15" E	20.91'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C-88	39.27'	25.00'	S 40° 18' 02" E	35.36'
C-89	23.56'	15.00'	N 40° 18' 02" W	21.21'
C-90	10.24'	25.00'	N 86° 50' 26" W	10.22'
C-91	22.45'	630.00'	S 76° 04' 21" E	22.45'
C-92	22.05'	630.00'	S 78° 05' 46" E	22.05'
C-93	22.01'	630.00'	S 80° 06' 00" E	22.01'
C-94	22.00'	630.00'	S 82° 06' 06" E	22.00'
C-95	22.01'	630.00'	S 84° 06' 11" E	22.01'
C-96	2.16'	630.00'	S 85° 12' 08" E	2.16'
C-97	11.09'	25.00'	N 72° 35' 12" W	11.00'
C-98	10.24'	25.00'	S 63° 15' 45" E	10.22'
C-99	38.15'	410.00'	S 85° 54' 53" E	38.15'
C-100	22.04'	410.00'	S 84° 06' 12" E	22.04'
C-101	22.02'	410.00'	S 82° 42' 54" E	22.01'
C-102	22.00'	410.00'	S 81° 19' 50" E	22.00'
C-103	22.00'	410.00'	S 79° 56' 48" E	22.00'
C-104	22.02'	410.00'	S 78° 33' 34" E	22.01'
C-105	22.04'	410.00'	S 77° 10' 21" E	22.04'
C-106	22.67'	410.00'	S 75° 45' 55" E	22.67'
C-107	22.34'	410.00'	S 75° 42' 40" E	22.34'
C-108	22.40'	180.00'	S 40° 54' 42" W	22.38'
C-109	22.06'	180.00'	S 47° 59' 11" W	22.04'
C-110	22.06'	180.00'	S 55° 00' 24" W	22.04'
C-111	22.40'	180.00'	S 62° 04' 52" W	22.38'
C-112	30.58'	180.00'	S 70° 30' 46" W	30.55'
C-113	12.68'	180.00'	S 77° 23' 51" W	12.67'
C-114	31.53'	180.00'	S 84° 26' 01" W	31.49'
C-115	22.16'	180.00'	N 87° 01' 16" W	22.14'
C-116	30.58'	180.00'	S 32° 28' 44" W	30.55'
C-117	27.78'	180.00'	S 14° 22' 14" W	27.76'
C-118	147.08'	190.00'	S 44° 34' 52" W	188.37'
C-119	81.55'	970.00'	S 07° 06' 28" W	81.52'
C-120	31.74'	190.00'	S 85° 12' 08" W	31.71'
C-121	23.56'	15.00'	N 35° 29' 02" W	21.21'
C-122	14.11'	1040.00'	S 08° 24' 45" W	14.11'
C-123	23.56'	15.00'	N 44° 41' 58" E	21.21'
C-124	22.01'	630.00'	S 80° 06' 00" E	22.01'
C-125	12.00'	180.00'	S 25° 42' 10" W	12.00'
C-127	251.33'	160.00'	S 40° 18' 02" E	226.27'
C-128	248.26'	160.00'	S 44° 09' 00" W	224.09'
C-129	28.12'	170.00'	S 72° 36' 48" W	28.09'
C-130	41.75'	25.00'	S 45° 45' 23" W	37.07'
C-131	33.63'	100.00'	S 75° 34' 56" E	33.47'
C-132	155.16'	100.00'	N 44° 09' 00" E	140.06'
C-133	105.92'	170.00'	S 43° 16' 27" W	104.21'
C-134	39.75'	25.00'	S 40° 51' 00" E	35.69'
C-135	33.24'	160.00'	S 79° 20' 57" E	33.18'
C-136	25.50'	160.00'	S 68° 44' 54" E	25.48'
C-137	30.76'	160.00'	S 58° 45' 28" E	30.71'
C-138	22.07'	160.00'	S 49° 17' 54" E	22.05'
C-139	22.07'	160.00'	S 41° 29' 42" E	22.05'
C-140	32.61'	160.00'	S 31° 36' 17" E	32.55'
C-141	10.46'	160.00'	S 23° 53' 38" E	10.45'
C-142	41.44'	160.00'	S 14° 36' 08" E	41.32'
C-143	22.23'	160.00'	S 08° 12' 04" E	22.21'
C-144	21.22'	160.00'	S 08° 24' 58" W	21.21'
C-145	40.45'	160.00'	S 18° 32' 35" W	40.35'
C-146	101.76'	260.00'	S 01° 41' 47" E	101.11'
C-147	190.26'	360.00'	S 24° 34' 23" W	188.05'
C-148	34.73'	160.00'	S 33° 25' 07" W	34.62'
C-149	8.57'	160.00'	N 37° 56' 03" W	8.57'
C-151	105.44'	115.00'	S 66° 11' 14" W	102.23'
C-152	34.88'	115.00'	N 66° 54' 56" W	34.68'
C-153	83.34'	115.00'	N 26° 02' 39" W	81.58'
C-154	163.98'	145.00'	S 16° 26' 56" E	154.19'
C-155	28.98'	25.00'	S 18° 15' 45" E	27.39'
C-156	103.94'	100.00'	N 34° 28' 31" E	99.32'
C-157	35.21'	25.00'	S 35° 38' 34" E	32.37'
C-158	4.54'	25.00'	S 81° 11' 32" E	4.54'
C-159	40.33'	960.00'	S 05° 54' 11" W	40.33'
C-160	23.56'	15.00'	S 40° 18' 02" E	21.21'
C-161	41.85'	1040.00'	S 05° 51' 05" W	41.84'
C-162	31.44'	240.00'	N 31° 43' 24" W	31.41'
C-163	16.70'	260.00'	N 29° 48' 20" W	16.69'
C-166	10.03'	100.00'	S 84° 16' 23" E	10.03'
C-167	41.19'	100.00'	N 76° 03' 08" E	40.90'

TOWNHOME LOT AREA TABLE

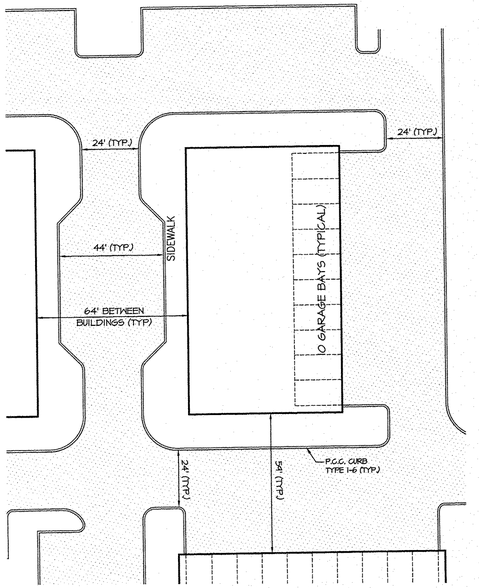
LOT #	AREA (S.F.)
1	3,843
2	2,200
3	2,200
4	2,200
5	2,200
6	2,200
7	3,900
8	3,900
9	2,201
10	2,228
11	4,088
12	4,228
13	2,270
14	2,210
15	2,210
16	2,270
17	4,228
18	3,880
19	2,200
20	2,200
21	2,200
22	2,200
23	2,200
24	2,200
25	3,900
26	3,900
27	2,200
28	2,200
29	2,200
30	2,200
31	2,200
32	2,200
33	3,900
34	3,900
35	2,200
36	2,200
37	2,200
38	2,200
39	2,200
40	2,200
41	3,900
42	3,900
43	2,200
44	2,200
45	2,200
46	2,200
47	2,208
48	4,912
49	3,900
50	2,200
51	2,200
52	2,200
53	2,200
54	2,200
55	3,900
56	3,900
57	2,200
58	2,200
59	2,200
60	2,200
61	2,200
62	3,902
63	3,937
64	2,202
65	2,202
66	3,937
67	3,978
68	2,247
69	2,321
70	2,332
71	2,332
72	2,321
73	2,247
74	3,978
75	3,900
76	2,200
77	2,200
78	2,200
79	2,200
80	2,200
81	2,200
82	3,843
83	3,843
84	2,200
85	2,200
86	2,200
87	2,200
88	2,200
89	2,200
90	3,900
91	4,075
92	2,235
93	2,204
94	2,201
95	2,209
96	2,232
97	4,015
98	3,984
99	2,305
100	2,322
101	2,319
102	2,300
103	2,276
104	2,253
105	3,937
106	3,843
107	2,200
108	2,200
109	3,900
110	3,874
111	2,200
112	2,200
113	3,900
114	3,900
115	2,200
116	2,200
117	2,200
118	2,200
119	3,843
120	3,900
121	2,200
122	2,200
123	2,200
124	2,200
125	2,200
126	3,938
127	4,516
128	2,480
129	2,480
130	4,533
131	4,263
132	2,236
133	2,201
134	2,200
135	2,200
136	2,200
137	2,210
138	4,122
139	4,013
140	2,201
141	2,200
142	2,200
143	2,200
144	3,900
145	3,842
146	2,308
147	2,310
148	2,310
149	2,310
150	2,310
151	2,310
152	4,044
153	3,884
154	2,200
155	2,200
156	2,200
157	2,200
158	2,200
159	3,900

WETLANDS DELINEATION TABLE

WETLANDS TABLE		
POINT #	NORTHING	EASTING
1	337102.13	643080.07
2	337145.75	643061.40
3	337181.09	643051.61
4	337213.61	643076.35
5	337260.15	643069.51
6	337270.22	643062.56
7	337272.14	643062.38
8	337310.01	643058.78
9	337340.19	643032.42
10	337355.73	643013.18
11	337364.55	642975.76
12	337360.30	642944.93
13	337371.11	642845.29
14	337344.78	642872.65
15	337430.11	642846.78
16	337459.62	642826.87
17	337470.14	642831.99
18	337486.74	642822.35
19	337444.28	642833.73
20	337504.52	642827.57
21	337448.02	642811.01
22	337506.28	642788.93
23	337531.55	642764.80
24	337511.60	642762.07
25	337577.55	642761.10
26	337574.46	642760.80
27	337604.19	642756.81
28	337645.72	642752.95
29	337713.27	642741.64
30	337758.05	642744.41
31	337743.35	642750.63
32	337849.87	642762.22
33	337846.62	642781.01
34	337928.22	642787.14
35	337969.48	642801.99
36	337990.48	642831.65

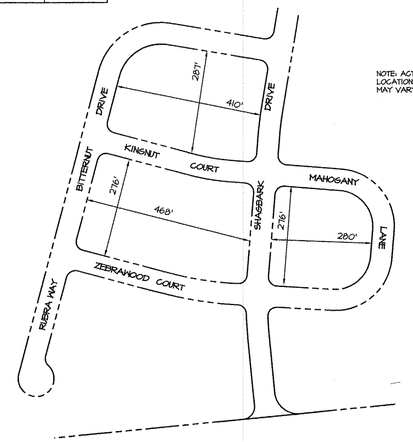
WETLANDS TABLE		
POINT #	NORTHING	EASTING
37	338027.41	642833.49
38	338088.03	642827.21
39	338144.81	642822.04
40	338172.13	642821.83
41	338180.52	642811.27
42	338199.99	642797.32
43	338257.58	642787.62
44	338329.05	642764.01
45	338359.19	642746.39
46	338365.11	642734.29
47	338385.98	642757.36
48	338341.01	642791.02
49	338385.00	642818.53
50	338370.27	642830.23
51	338374.01	642844.44
52	338368.69	642847.47
53	338358.41	642822.35
54	338318.29	642834.96
55	338250.64	642854.64
56	338212.89	642864.40
57	338182.68	642856.86
58	338176.59	642851.12
59	338172.42	642824.86
60	338088.09	642841.15
61	338028.78	642847.98
62	337974.34	642847.12
63	337936.71	642857.47
64	337901.90	642857.26
65	337870.56	642844.49
66	337817.52	642850.88
67	337764.41	642847.78
68	337710.30	642843.75
69	337664.49	642841.72
70	337641.42	642860.07
71	337597.61	642873.28
72	337565.54	642877.17

WETLANDS TABLE		
POINT #	NORTHING	EASTING
73	337531.28	642858.18
74	337515.17	642849.27
75	337504.73	642847.72
76	337500.89	642865.15
77	337484.41	642880.14
78	337475.14	642897.66
79	337474.24	642924.37
80	337462.35	642921.84
81	337470.78	642957.48
82	337471.14	642975.48
83	337462.44	642985.20
84	337473.84	643003.88
85	337456.53	643019.62
86	337436.34	643031.31
87	337410.38	643068.82
88	337412.07	643075.50
89	337386.05	643045.80
90	337330.03	643115.63
91	337266.45	643144.82
92	337386.64	643305.15
93	337402.10	643313.97
94	337434.52	643342.12
95	337454.74	643352.44
96	337477.16	643374.67
97	337488.90	643378.82
98	337507.78	643404.98
99	337532.05	643437.64
100	337553.81	643482.05
101	337568.75	643506.15
102	337547.58	643545.09
103	337641.84	643596.31
104	337664.13	643610.22
105	337693.21	643631.16
106	337648.16	643636.27
107	337647.08	643642.81



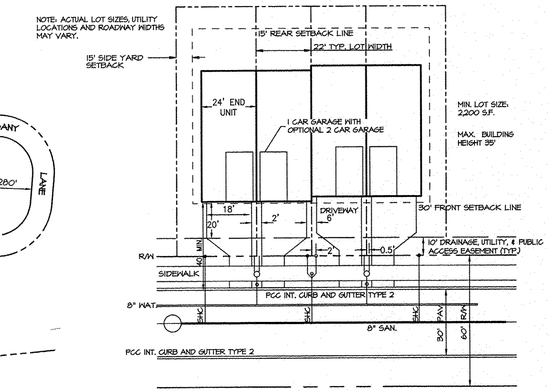
TYPICAL APARTMENT DETAIL

SCALE: 1" = 30'



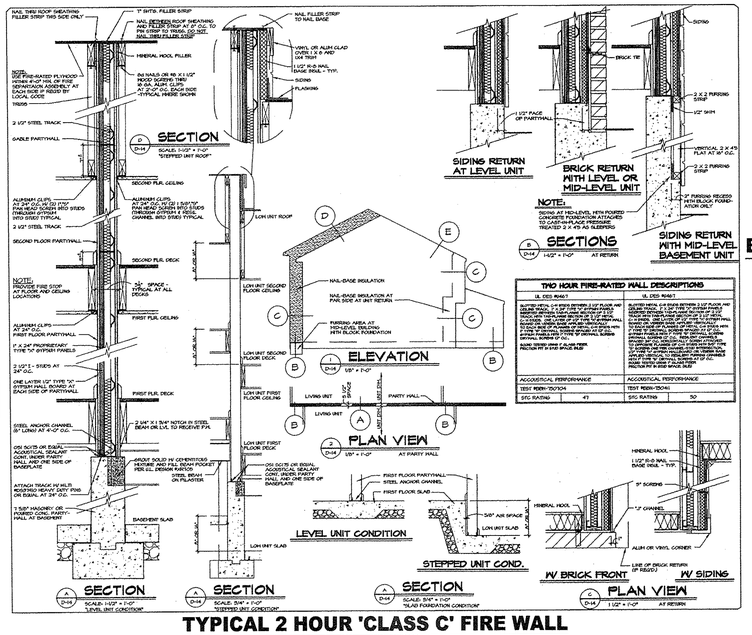
BLOCK LENGTH EXHIBIT

NOT TO SCALE



TYPICAL TOWNHOUSE LOT LAYOUT

NOT TO SCALE



TYPICAL 2 HOUR 'CLASS C' FIRE WALL

NOT TO SCALE

BOUNDARY LINE AND CURVE TABLES

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L-1	S83°56'39"W	9.00'
L-2	S36°21'16"W	51.71'
L-3	S38°29'07"W	65.48'
L-4	S36°37'41"W	48.90'
L-5	S34°05'54"W	61.05'
L-6	S21°31'27"W	37.34'
L-7	S21°42'11"E	77.94'
L-8	S30°59'41"W	71.70'
L-9	S41°36'00"W	43.38'
L-10	S41°53'24"W	69.93'
L-11	S47°59'06"W	64.91'
L-12	S74°09'47"W	37.11'
L-13	S47°00'07"W	94.01'
L-14	S39°44'05"W	66.74'
L-15	S30°33'37"W	62.74'
L-16	S31°20'18"W	58.11'

BOUNDARY CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C-1'	335.20'	3947.87'	S55°57'04"E	335.07'

PLAT

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
18 BOULDEN CIRCLE, SUITE 36
NEW CASTLE, DELAWARE 19720
(302) 326-2200
FAX: (302) 326-2399
WWW.MRAGTA.COM

FINAL RECORD PLATS
TABLES AND DETAILS
FOR

HICKORY GLEN

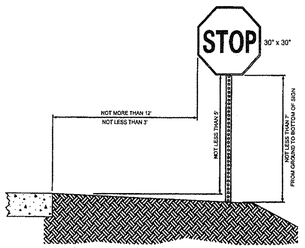
PHILIP LEE TOLLIVER — No. 12489 — REGISTERED PROFESSIONAL ENGINEER — 9/6/19

ENGINEER'S SEAL

CITY OF MILFORD — KENT COUNTY, DELAWARE

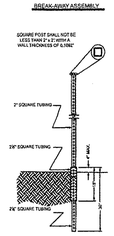
DATE	REVISIONS
12/20/18	PER MILFORD 4/26/18 COMMENTS
1/15/19	PER MILFORD 1/8/19 COMMENTS
5/9/19	PER DELDOT COMMENTS
7/18/19	PER MILFORD COMMENTS

JOB NO.: 16302.01
SCALE: AS SHOWN
DATE: 12/15/2017
DRAWN BY: RDG
DESIGN BY: RDG
REVIEW BY: PLT
SHEET: 6 OF 9



ROADSIDE SIGN PLACEMENT DETAIL

NOT TO SCALE

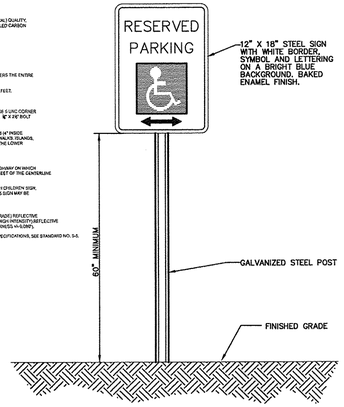


NOTES

1. SQUARE TUBES ARE TO BE FORMED FROM GALVANIZED SHEET STRUCTURAL (PHYSICAL) QUALITY, ASTM A 446, GRADE A, COATING DESIGNATION G 90, REGULAR SPANGLE, OR HOT ROLLED CARBON SHEET STEEL, STRUCTURAL (PHYSICAL) QUALITY, ASTM A 570, GRADE 50.
   A. NOMINAL OUTSIDE DIMENSION, (INCHES)
      2 X 2 +/- .008
      1¾ X 1¾ +/- .010
      2½ X 2½ +/- .010
   B. ALL FOUR SIDES ARE TO HAVE EVENLY SPACED ¾" DIAMETER HOLES ON 1" CENTERS THE ENTIRE LENGTH OF THE TUBE.
   C. TOLERANCE ON HOLE SIZE IS +/-⅛". TOLERANCE ON HOLE SPACING IS +/-⅛" IN 20 FEET.
   D. STANDARD CORNER RADIUS SHALL BE ⅛" +/- ⅛".
   E. THE FASTENING TO BE SUPPLIED UNDER THIS SPECIFICATION SHALL BE ⅜" GRADE 5 UNC CORNER BOLTS WITH CADMIUM OR ZINC PLATING, INSTALLATION OF SIGNS SHALL BE WITH ¼" X 2" BIT SLOT WITH LOCKNUTS AND WASHERS.
2. THE CONTRACTOR SHALL PROVIDE AND INSTALL PVC (POLYVINYL CHLORIDE) SLEEVES 4" INSIDE DIAMETER MINIMUM, 7" INSIDE DIAMETER MINIMUM IN PROPOSED CONCRETE SIDEWALKS, ISLANDS, AND MEDIANS FOR FUTURE TRAFFIC SIGN POSTS AS DIRECTED BY THE ENGINEER. THE LOWER END OF THE SLEEVE SHALL BE SET ON THE TOP OF THE SOIL.
3. DEVELOPMENT SIGNS SHALL BE DISPLAYED ON TWO POSTS.
   A. DEVELOPMENT SIGNS SHALL BE INSTALLED WITHIN THE RIGHT-OF-WAY OF THE ROADWAY ON WHICH THE ENTRANCE IS (ARE) LOCATED. THE SIGNS SHALL BE PLACED WITHIN 600 FEET OF THE CENTERLINE OF THE ENTRANCE(S).
4. ALL SUBDIVISIONS SHALL BE REQUIRED TO HAVE ONE SPEED LIMIT 25 AND ONE WATCH CHILDREN SIGN, MOUNTED BACK TO BACK ON TWO STOP SIGN AND STREET PLACES. THE SPEED LIMIT 25 SIGN MAY BE MOUNTED BELOW THE WATCH CHILDREN SIGN IF A 12' POST IS USED.
5. FLAT PANEL SIGN MATERIALS:
   STOP SIGN FACES SHALL BE FABRICATED OF TYPE 'IX' ENCLOSED LENS (DIAMOND GRADE) REFLECTIVE SHEETING. ALL OTHER SIGN FACES SHALL BE FABRICATED OF TYPE 'VIII' ENCLOSED LENS (DIAMOND GRADE) REFLECTIVE SHEETING, AND SHALL BE APPLIED TO NON-GRAINED ALUMINUM SHEET SIGNBLANKS (ALCLAD 6-63T42).
6. THE CAESAR RODNEY DEVELOPMENT SIGN IS THE CURRANT STANDARDS. FOR THE SPECIFICATIONS, SEE STANDARD NO. S-5.

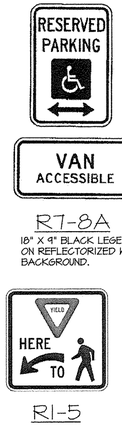
SIGNPOST SPECIFICATIONS

NOT TO SCALE



HANDICAPPED PARKING SIGN

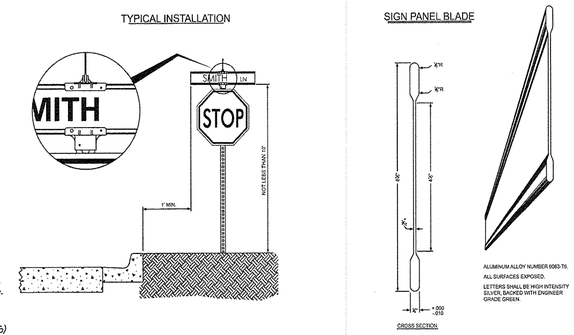
NOT TO SCALE



NOTE: STREET BLADES SHALL BE PLACED ON TOP OF SIGNS.

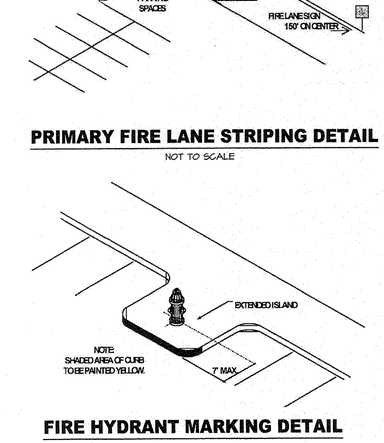
SIGN DETAILS

NOT TO SCALE



STOP SIGN AND STREET BLADE COMBINATION DETAIL

NOT TO SCALE

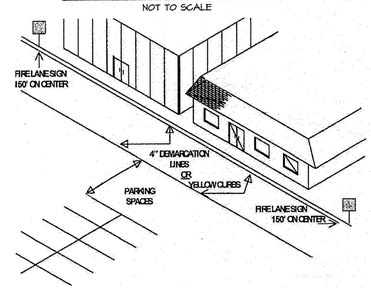


NOTES:

1. THE SIGN SHALL HAVE A WHITE SCOTCHLITE BACKGROUND WITH RED SCOTCHLITE LETTERS, EXCEPT FOR THE WORD "NO" WHICH SHALL HAVE THE COLOR SCHEME REVERSED.
2. THE SIGNS SHALL BE LOCATED AT EACH END & 150' ON CENTER ALONG FIRE LANES.
3. ALL LETTERING SHALL BE 3 INCHES IN HEIGHT, EXCEPT FOR THE WORD "PARKING" WHICH SHALL BE 2 INCHES IN HEIGHT.

FIRE LANE SIGN DETAIL

NOT TO SCALE

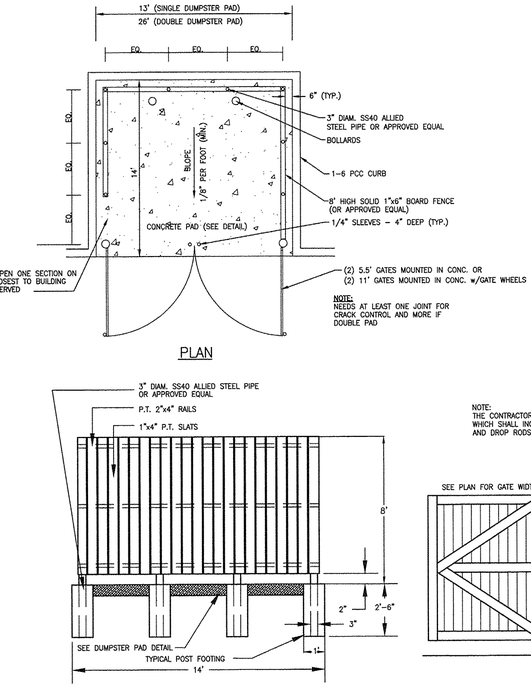


PRIMARY FIRE LANE STRIPING DETAIL

NOT TO SCALE

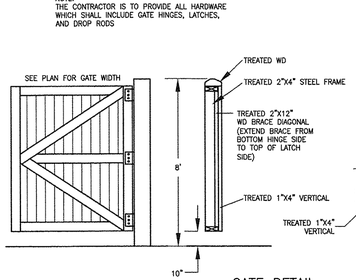
FIRE HYDRANT MARKING DETAIL

NOT TO SCALE

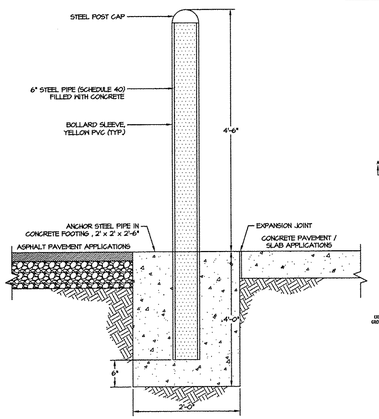


DUMPSTER PAD w/ ENCLOSURE

NOT TO SCALE

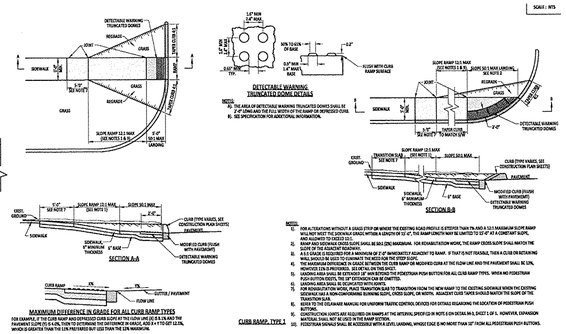


NOTE: THE CONTRACTOR IS TO PROVIDE ALL HARDWARE WHICH SHALL INCLUDE GATE HINGES, LATCHES, AND DROP RODS



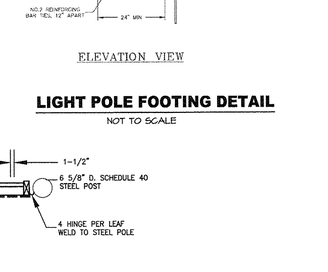
BOLLARD DETAIL

NOT TO SCALE



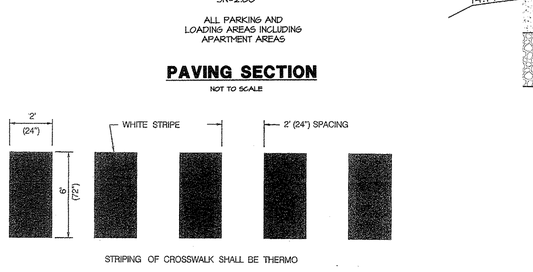
CURB RAMP DETAIL (CR)

NOT TO SCALE



LIGHT POLE FOOTING DETAIL

NOT TO SCALE



TYPICAL ROAD SECTION THROUGH PARKING

NOT TO SCALE

ALL PARKING AND LOADING AREAS INCLUDING APARTMENT AREAS

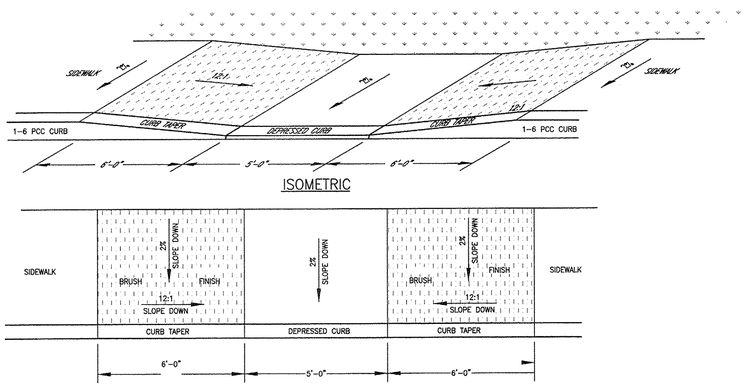
PAVING SECTION

NOT TO SCALE

STRIPING OF CROSSWALK SHALL BE THERMO

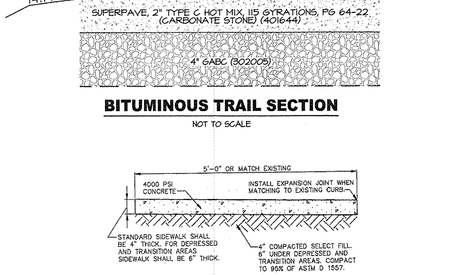
PEDESTRIAN CROSSWALK DETAIL

NOT TO SCALE



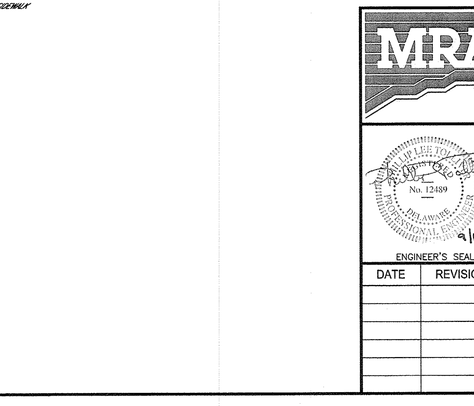
SERVICE RAMP DETAIL (SR)

NOT TO SCALE



PARKING LOT STRIPING DETAIL

NOT TO SCALE



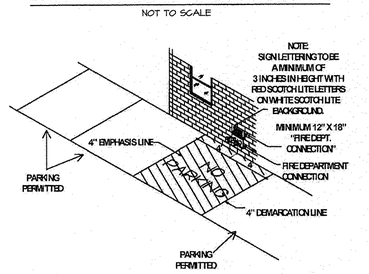
BITUMINOUS TRAIL SECTION

NOT TO SCALE

NOTE: PLACE EXPANSION JOINTS 20' ON CENTER AND CONTROL JOINTS 5' ON CENTER OR MATCH EXISTING PATTERN.

CONCRETE SIDEWALK DETAIL

NOT TO SCALE



STANDPIPE BUILDING CONNECTION DETAIL

NOT TO SCALE

PLAT

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
18 BOULDEN CIRCLE, SUITE 36
NEW CASTLE, DELAWARE 19720
(302) 326-2200
FAX: (302) 326-2399
WWW.MRAGTA.COM

ENGINEER'S SEAL
No. 12489
DELAWARE
PROFESSIONAL ENGINEER
9/6/19

SITE DETAILS
FOR
HICKORY GLEN

CITY OF MILFORD — KENT COUNTY, DELAWARE

DATE	REVISIONS	
		JOB NO.: 16302
		SCALE: AS NOTED
		DATE: 1/15/2019
		DRAWN BY: RDG
		DESIGN BY: RDG
		REVIEW BY: PLT
		SHEET: 9 OF 9

HICKORY GLEN
DEVELOPMENT AGREEMENT
CITY OF MILFORD, DELAWARE

This Agreement, hereinafter the **AGREEMENT,** dated this _____ day of _____, 20____, by and between the equitable property owner **HICKORY GLEN LLC**, a Delaware Corporation, hereinafter the "**OWNER**".
AND

The **City of Milford**, a municipal corporation of the State of Delaware, hereinafter the "**CITY**".

WHEREAS, the OWNER is proposing a 399-unit Townhome and Multi-Family residential development on an approximately 75-acre parcel located on Milford Harrington Highway and Holly Hill Road, hereinafter the "**PROJECT,**

WHEREAS, the OWNER, intends to develop the parcel in accordance with the project plans presently under review by the City, hereinafter "**THE PLANS,**

WHEREAS, it is a requirement of the CITY's Ordinance that properties within the CITY are connected to the municipalities' electrical, water and sewer systems;

WHEREAS, the OWNER, shall complete all improvements of the PROJECT as shown on THE PLANS.

NOW THEREFORE, in consideration of the requirements of the CITY and the services required by the OWNER, the parties hereto agree, under seal, as follows:

ARTICLE ONE

DEFINITIONS

1.1 AS-BUILTS include a set of detailed record plans prepared by the OWNER that include surveyed elevations and horizontal locations of all property monuments/markers; sewer manhole rims, pipe sizes and inverts, pump station force main inverts every 50 feet, cleanouts, air release valves, grease traps; all water valves, hydrants, vaults, meter pits and curb stops; all storm sewer catch basins, manhole rims, pipe sizes and inverts, and any other item which will be taken over by the CITY.

1.2 BENEFICIAL OCCUPANCY means satisfactory completion and inspection of the storm water, sanitary sewer, water and electrical systems; a "Notice to Operate" from the Delaware Division of Public Health; base coat of hot mix to the roads in the SUBDIVISION; and AS-BUILT plans provided by the OWNERS engineer. The CITY will operate the utilities during BENEFICIAL OCCUPANCY at the expense of the OWNER.

1.3 CITY means "the City of Milford."

1.4 CONDITIONAL ACCEPTANCE means completion of the improvements required by the PLANS following an inspection by the CITY of such improvements and completion of any unresolved issues identified during the inspection by the OWNER. The OWNER shall provide, prior to CONDITIONAL ACCEPTANCE, a collateral bond in the amount of ten percent (10%) of the construction contract costs for all items of work which are to be operated and maintained by the CITY upon completion of each phase. CONDITIONAL ACCEPTANCE begins the one (1) year warranty period.

1.5 CONTRACTOR means a licensed contractor, which is contracted, or to be contracted, by the OWNER to construct and complete the improvements required by the PLANS.

1.6 DEPARTMENT means the CITY Public Works Department or Designee authorized by the City to represent the CITY and the DEPARTMENT.

1.7 ENGINEER means the engineer, which is contracted, or to be contracted, by the OWNER to provide professional consultant services for the PROJECT.

1.8 FINAL ACCEPTANCE means the improvements required by the PLANS have been satisfactorily installed and inspected by the CITY and the OWNER has been released from any and all obligations associated with the PROJECT or that portion of the project.

1.9 PROJECT means the improvements to the ENTIRE SUBDIVISION or portion of the ENTIRE SUBDIVISION required by the PLANS and any and all accessories, equipment and other incidentals required to provide satisfactory and complete use of such project.

1.10 SPECIFICATIONS mean the CITY of Milford Standard Specifications for Installation of Utility Construction Projects and Subdivision Pavement Design, as revised.

1.11 WORKING DAY means any calendar day in which the CONTRACTOR performs construction operations.

ARTICLE TWO

SCOPE OF SERVICES

2.1 OWNER

2.1.A All design and construction work required for the satisfactory completion of the PROJECT shall be the responsibility of the OWNER, subject to the approval of the CITY and the DEPARTMENT.

2.1.B All design and construction shall be subject to the approval of all Federal, Regional, State, County, CITY, and other public governmental agencies, hereinafter the "AGENCIES", insofar as the interest of each is concerned. All design and construction shall be subject to the approval of the AGENCIES, insofar as the interest of each is concerned.

2.1.C Close cooperation between the AGENCIES and the OWNER is intended in order that the interest of the AGENCIES may best be served. The OWNER shall confer when

and where requested by the CITY with the CITY and with representatives of the AGENCIES. The OWNER shall maintain a continuing and close liaison with the DEPARTMENT in order to resolve questions and obtain needed approvals from the AGENCIES so as to permit the work effort for the PROJECT to be uninterrupted.

2.1.D At all times, the OWNER will have the right to cause the ENGINEER or the OWNER'S agents to participate in the planning and meetings and determination of the course of construction of the work to be performed, as it affects the PROJECT.

2.1.E The OWNER shall provide administration of the construction contract documents.

2.1.F The OWNER shall be allowed to construct the project in phases provided the PROJECT phasing plan is approved by the CITY prior to start of construction and that all infrastructure necessary to support each phase is installed and completed to the satisfaction of the CITY prior to proceeding to the next Phase.

2.2 CITY

2.2.A The CITY shall promptly review and approve all plans and submittals relating to the PROJECT. Any changes to the approved PLANS may result in a resubmission by the OWNER to the CITY for re-approval. Said changes must be submitted in writing with appropriate backup information by the OWNER to the CITY for determination of the process necessary to approve or disapprove such a change.

2.2.B The CITY shall promptly conduct construction inspection on improvements to the entire PROJECT within the public right-of-way and/or improvements to be dedicated to the CITY.

2.2.C The CITY shall promptly review and approve plans for building construction of the PROJECT and promptly conduct inspections thereof.

2.2.D The CITY shall set all water meters. OWNER will set meter pit and sewer cleanout frame and cover in and flush with the proposed sidewalk. Where no sidewalk is proposed meter and cleanout shall be set in a square concrete pad extending a minimum of 6 inches beyond the meter lid or cleanout cover in all directions.

ARTICLE THREE

FEE STRUCTURE

3.1 The OWNER shall be subject to the following fees:

3.1.A The following fees shall be paid in accordance with the fee schedule of the CITY that is in effect at the time a notice to proceed is issued for each phase of the project:

3.1.A.1 Subdivision/Utility Agreement Fee in the amount of $2,500.00.

3.1.A.2 Engineering Plan Review Fees: OWNER shall be responsible for any and all professional service costs associated with their project plus an additional 10% to cover CITY administration costs. These costs will be billed as encumbered.

3.1.A.3 Project Management and Infrastructure Inspection Fees: OWNER shall be responsible for any and all direct costs for construction phase services, plus an additional 10% to cover CITY administration costs related to construction of any infrastructure improvements including but not limited to storm water management, drainage, sanitary sewer and water systems, roads, curb, gutter, and sidewalks, and other systems that are to be dedicated to the CITY and/or impact the CITY's infrastructure. The OWNER shall provide 4% of the construction contract costs for all items of work which are to be operated and maintained by the CITY upon project completion prior to construction commencement. If CITY expenses exceed the amount provided, the OWNER shall cover additional expenses.

3.1.B The following fees shall be paid in accordance with the fee schedule of the CITY that is in effect at the time a building permit is issued, which includes but is not limited to the following:

3.1.B.1 Water Meter Fee;

3.1.B.2 Water Connection Fee;

3.1.B.3 Water Impact Fee;

3.1.B.4 Fire Connection Fee;

3.1.B.5 Sewer Connection Fee;

3.1.B.6 Sewer Impact Fee (City);

3.1.B.7 Sewer Impact Fee (County);

3.2.B.8 Electric Connection Fee;

3.1.B.9 Electric Impact Fee;

3.1.B.10 Building Permit Fee;

3.1.B.11 Certificate of Occupancy Fee;

3.1.B.12 Municipal Enhancement Fee; and

3.1.B.13 Carlisle Enhancement Fee.

3.2 The OWNER shall provide, prior to the Notice to Proceed for the utility work, a collateral bond or letter of credit in the amount of one hundred twenty-five percent (125%) of the construction contract costs for the surface course of the roadway. The construction contract cost shall be submitted by the OWNER to the CITY for review and approval

based on the work associated with the approved PROJECT PLANS. The collateral bond or letter of credit may be submitted for each phase as shown on the approved PROJECT PLANS.

3.3 If this AGREEMENT is terminated prior to the completion of the scope of work, the payment made in accordance with Section 3.1 of this AGREEMENT, shall not be refunded.

3.4 If this AGREEMENT is terminated prior to the completion of the scope of work as detailed in Article II of this AGREEMENT, the bond or letter of credit provided in accordance with Section 3.2 of this AGREEMENT shall be forfeited to the CITY. In the event the amount of the bond retained by the CITY is insufficient to complete the work in accordance with the approved plans and specifications due to Developer's negligence, untimely performance or faulty workmanship, Developer shall be obligated to reimburse the CITY for the amount of the excess costs of completion upon demand.

ARTICLE FOUR

BUILDING PERMITS / CERTIFICATES OF OCCUPANCY

4.1 A building permit shall be issued for the project upon approval of the building plans by the CITY Building Inspectors office. As previously stated, utility work shall not proceed until the PROJECT PLANS are approved by the CITY.

4.2 Street addresses for the lots within the PROJECT shall be obtained from the County 911 address system prior to the issuance of any building permits.

4.3 A Certificate of Occupancy shall not be issued until all approvals are obtained from the various inspection agencies for safe occupation of the building and for access to the site. Additionally, all water, sewer, storm drainage, streets (except for surface course of roadway which may be installed later but prior to bond release) and electric utilities must be complete, tested and accepted and the CITY must have beneficially occupied the water, sewer and electric utilities prior to issuance of a Certificates of Occupancy.

ARTICLE FIVE

OWNER'S RESPONSIBILITIES

5.1 The OWNER shall employ only Registered Architects licensed in the State of Delaware to perform any architectural work required for the scope of services specified in Article 2 of this AGREEMENT. All plans and specifications containing architectural work shall be stamped with the seal of a Registered Architect, registered in the State of Delaware.

5.2 The OWNER shall employ only Registered Professional Engineers licensed in the State of Delaware to perform any engineering work required for the scope of services specified in Article 2 of this AGREEMENT. All plans and specifications containing engineering work shall be stamped with the seal of a Professional Engineer registered in the State of Delaware.

5.3 The OWNER shall employ only Registered Professional Land Surveyors licensed in the State of Delaware to perform any survey work required for the scope of services stages specified in Article 2 of this AGREEMENT. All plans and specifications containing survey work shall be stamped with the seal of a Professional Land Surveyor registered in the State of Delaware.

5.4 The OWNER in the performance of its work for the PROJECT shall hold harmless, indemnify and defend the CITY from any claims or liability due to the negligence of the OWNER and the OWNER'S agents or employees.

5.5 The OWNER warrants that in the event errors or omissions are found in the final design documents after the construction contract has been awarded, and these errors or omissions result in increased cost, whether design, construction or otherwise, the OWNER shall be liable for all additional cost incurred as a result of such error or omission by the OWNER and the OWNER'S agents or employees; provided, however, this Section 6.5 shall not be construed to prohibit OWNER from recovering such costs from any person liable or found liable for such errors or omissions.

5.6 The OWNER warrants that he has not employed or retained any company or person, other than OWNER's agent or a bona fide employee working solely for it to solicit or secure this AGREEMENT, and that OWNER has not paid or agreed to pay any company or person, other than OWNER's agent or a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the making of this AGREEMENT. For breach or violation of this warranty the CITY shall have the right to terminate this AGREEMENT without liability, at its discretion and retain the fees paid pursuant to Section 4.2 and 4.3 of this AGREEMENT.

5.7 The CONTRACTOR shall protect itself from claims under the Workmen's Compensation Act by having insurance as required by law from an insurance company authorized to do business in the State of Delaware at the following minimums:

5.7.1 Bodily injury liability insurance in an amount not less than $250,000.00 for injuries including accidental death, to any one person, and subject to the same limits for each person, in an amount not less than $500,000.00 for any one accident in an insurance company authorized to do business in the State of Delaware.

5.7.2 Comprehensive property damage insurance for the PROJECT.

5.7.3 Automobile bodily injury liability insurance in an amount not less than $250,000.00 for injuries including death, to any one person, and, subject to the same limits for each person, in an amount not less than $500,000.00 on account of any one accident in an insurance company authorized to do business in the State of Delaware.

5.7.4 Automobile property damage liability insurance in an amount not less than $100,000.00 for any one accident in an insurance company authorized to do business in the State of Delaware.

5.7.5 Certificate of Liability Insurance naming the CITY as an additional insured.

5.7.6 The procuring of all insurance as set forth in this Article or elsewhere in this Agreement shall be in addition to and not in any way in substitution for all the other protection provided under this AGREEMENT.

5.8 The CONTRACTOR shall secure, maintain and furnish the DEPARTMENT copies of its CITY and State of Delaware business licenses. The OWNER shall also furnish the DEPARTMENT with such copies of licenses and authorizations for its agents and subcontractors.

5.9 The OWNER shall comply with all Federal, Regional, State, County, City, and all other laws applicable to the work to be done under this AGREEMENT.

5.10 The OWNER shall notify the DEPARTMENT in writing if it is of the opinion that any work exceeds the scope of services specified in Article 2 of this AGREEMENT. The DEPARTMENT shall render the final decision after reviewing the OWNER'S written opinion.

5.11 The OWNER shall meet with the DEPARTMENT in the event that any matter cannot be resolved in a mutually satisfactory manner. All interested parties shall be present with the DEPARTMENT hearing all arguments and rendering a decision.

5.12 The OWNER shall provide all labor, all services, all materials and the like necessary to satisfactorily complete the scope of services contained in Article 2 of this AGREEMENT for the PROJECT.

5.13 The OWNER shall be responsible for all costs due to testing and inspection of materials and equipment to ascertain that all such materials and equipment are in accordance and in compliance with the SPECIFICATIONS.

5.14 The OWNER shall be liable for any damage to the PROJECT, including off-site and/or third party damages that are a result of activities related to the development of the PROJECT, until the PROJECT is completed and passed FINAL ACCEPTANCE.

5.15 The OWNER is required to maintain the PROJECT until CONDITIONAL ACCEPTANCE. Maintenance includes but is not limited to: snow removal, debris removal, patching roads, street signage repairs, etc.

5.16 Project, plans, maps, descriptions, specifications, records and documents made by the ENGINEER shall be delivered to the DEPARTMENT and become the property of the CITY after BENEFICIAL OCCUPANCY of the PROJECT by the DEPARTMENT.

5.17 The OWNER shall confer with the DEPARTMENT during the PROJECT as to the interpretation of the PLANS and for the correction of errors and omissions and shall prepare any necessary design plans therefore.

5.18 The ENGINEER shall make all revisions, modifications, additions, and changes in the PLANS, as lawfully required by the DEPARTMENT.

5.19 Any required easements are to be in effect at time of recordation of the PLANS.

5.20 Prior to BENEFICIAL OCCUPANCY, the CITY shall be paid all additional costs incurred as calculated in Article 3 of this AGREEMENT.

5.21 Prior to BENEFICIAL OCCUPANCY, the ENGINEER shall provide two sets of prints and a CD in AutoCAD Format to the DEPARTMENT depicting the "AS-BUILT" conditions of the satisfactorily completed PROJECT. The information for the preparation of such prints shall be based on the information furnished by the CONTRACTOR from its own participation and control of the PROJECT as specified in the scope of services in Article 2 of this AGREEMENT. All prints shall bear the ENGINEER'S seal and signature.

5.22 Prior to FINAL ACCEPTANCE, the OWNER shall obtain from the CONTRACTOR, its subcontractors, and other persons and organizations executing portions of the work for the PROJECT a standard release of liens from all applicable parties, excepting the DEPARTMENT, stating that the PROJECT has been satisfactorily completed within the terms and conditions of its contract and is free and clear of any and all liens, claims, security interests and/or encumbrance and provide a copy to the DEPARTMENT.

5.23 The OWNER shall prepare change orders as required.

5.24 The OWNER shall pay for all costs for the design and construction of the water system improvements as shown on the approved PROJECT PLANS and in accordance with all Federal, State and City standards, specifications and requirements.

5.24.1 *By signature of this agreement the developer and/or land owner of the Hickory Glen project acknowledge that it is their responsibility to meet the prevailing building code requirements related to fire protection for the various structures proposed within Hickory Glen.*

5.25 The OWNER shall pay all costs for the design and construction of the following sewer system improvements in accordance with all Federal, State and City standards, specifications and requirements.

5.25.1 Design and install a new regional pump station to serve the PROJECT, NUTRIEN AG and the existing BALTIMORE AIR COIL (BAC) facility. Said regional pump station shall be located on the PROJECT property, adjacent to Holly Hill Road as shown on the approved PROJECT PLANS. This pump station shall be designed to accommodate gravity flow from the PROJECT and BAC. Cost of the new pump station shall be borne by the OWNER.

5.25.2 Design and install all on-site sewer improvements meeting City and DNREC requirements, including gravity mains, manholes, service lines and cleanouts, as

necessary to convey sewage from the PROJECT to the new Regional Holly Hill Pump Station.

ARTICLE SIX

CITY'S RESPONSIBILITIES

6.1 With the construction contracts being awarded by the OWNER, the ENGINEER, as the representative of the OWNER shall advise and consult with the DEPARTMENT. The DEPARTMENT shall have authority to act on behalf of the CITY to the extent provided in the SPECIFICATIONS unless otherwise modified in writing by the CITY. The DEPARTMENT shall schedule, administer and coordinate a pre-construction meeting of all applicable parties prior to the issuance of a written notice to proceed to the OWNER to begin the construction work.

6.2 The DEPARTMENT shall make periodic visits at least once each calendar week and more often if required to the construction site of the PROJECT to determine in general if the work being executed by the contractors is proceeding in sequence and accordance with the SPECIFICATIONS. The DEPARTMENT shall determine the quality of the executed work by the CONTRACTOR during its periodic visits. The DEPARTMENT shall endeavor to guard the CITY against defects and deficiencies in the work executed by the OWNER'S contractors. The DEPARTMENT shall disapprove or reject any work executed by the CONTRACTOR that fails to conform to the SPECIFICATIONS.

6.3 The DEPARTMENT shall review and approve or disapprove all shop drawings, samples, the results of tests and inspections and other data which any contractor is required to submit for conformance with the design concept of the PROJECT and compliance with the SPECIFICATIONS. The DEPARTMENT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, which are to be assembled by the OWNER'S contractors in accordance with the submittal requirements of the DEPARTMENT.

6.4 The DEPARTMENT shall receive three (3) copies of the herein before stated information given by the CONTRACTOR for the records and the use of the CITY.

6.5 The DEPARTMENT shall have the authority to reject all work executed by the CONTRACTOR which does not conform to the SPECIFICATIONS. Whenever in its reasonable opinion the DEPARTMENT considers it necessary or advisable to insure the proper implementation of the intent of the SPECIFICATIONS, the DEPARTMENT shall have the authority to require special inspection or testing of all work executed by the OWNER'S contractors in accordance with the SPECIFICATIONS whether or not such work be then fabricated, installed and/or completed.

6.6 PROCEDURES FOR PROJECT CLOSEOUT

6.6.A BENEFICIAL OCCUPANCY

6.6.A.1 Prior to the completion of each phase of the PROJECT, a BENEFICIAL OCCUPANCY inspection will be performed by the CITY. The CONTRACTOR and the DEPARTMENT will determine when the PROJECT is ready for an inspection in accordance with the terms discussed during the preconstruction meeting.

6.6.A.2 The DEPARTMENT, after receipt of "Notice to Operate" from the State of Delaware Department of Health, will schedule the BENEFICIAL OCCUPANCY inspection and notify the OWNER, the ENGINEER and the CONTRACTOR.

6.6.A.3 If construction is found satisfactory at the inspection, and upon receipt of the "Notice to Operate" from the Delaware Division of Public Health, the DEPARTMENT will grant BENEFICIAL OCCUPANCY thus, enabling the OWNER to allow connections to the sanitary sewer and water system(s) by the OWNER.

6.6.A.4 No sewer or water connections will be permitted at the water meter vault or sewer cleanout until after BENEFICIAL OCCUPANCY is granted by the CITY.

6.6.A.5 The CITY shall not be responsible for maintenance of streets including snow removal until such time as FINAL ACCEPTANCE is established.

6.6.B CONDITIONAL ACCEPTANCE

6.6.B.1 The OWNER and the DEPARTMENT will determine when the PROJECT is ready for the CONDITIONAL ACCEPTANCE inspection in accordance with the terms discussed during the preconstruction meeting.

6.6.B.2 All roadway pavement will be in place and all concrete installation and grading around the sewer clean outs, water meter pits and electrical transformers shall be completed prior to the CONDITIONAL ACCEPTANCE inspection.

6.6.B.3 The DEPARTMENT will schedule the CONDITIONAL ACCEPTANCE inspection and notify the OWNER and the CONTRACTOR.

6.6.B.4 If all construction is found satisfactory at the inspection, the DEPARTMENT will recommend CONDITIONAL ACCEPTANCE of the PROJECT to the CITY Council.

6.6.B.5 The OWNER shall provide, prior to CONDITIONAL ACCEPTANCE, a collateral bond in the amount of ten percent (10%) of the construction contract costs for all items of work which are to be operated and maintained by the CITY upon completion of each phase. CONDITIONAL ACCEPTANCE begins the one (1) year warranty period.

6.6.C FINAL INSPECTION

6.6.C.1 Prior to the end of the one-year guarantee period, a FINAL ACCEPTANCE inspection may be scheduled by the DEPARTMENT.

6.6.C.2 If all construction is satisfactory, then FINAL ACCEPTANCE has been achieved.

6.6.C.3 If corrections are needed, a punch list will be compiled by the DEPARTMENT and sent to the OWNER and the CONTRACTOR.

6.6.C.4 Upon completion of the corrections, the DEPARTMENT will verify the acceptance of the corrections. If all corrections are found to be satisfactory, then FINAL ACCEPTANCE will have been achieved and the CITY will release the balance of the maintenance bond upon FINAL ACCEPTANCE.

ARTICLE SEVEN

INDEPENDENT CONTRACTOR

7.1 The CONTRACTOR shall be responsible for its own acts and those of its subordinates, employees and subcontractors during the term of this AGREEMENT. OWNER shall indemnify, hold harmless and defend the CITY, its members, officers, agents and employees of, from and against all claims, suits, judgments, expense, actions, damages, and cost of every name and description, arising out of and or resulting from negligence of the CONTRACTOR under this AGREEMENT; provided, however, such indemnification shall not affect the right of OWNER to reimbursement from the CONTRACTOR.

ARTICLE EIGHT

ELECTRIC INSTALLATION

8.1 The OWNER will be responsible to pay for all, or a portion of, electric distribution upgrades or primary line extensions that are required to service the PROJECT, at the sole discretion of the CITY. The CITY shall design and install the Primary Electric Infrastructure inside the PROJECT. Primary Electric Infrastructure cost for professional services, material costs (including 10% for ancillary materials) and labor and equipment costs plus 10% for Administration and Overhead shall be paid by OWNER. Any changes to the SUBDIVISION which result in the redesign of the electrical system shall also be paid for by the OWNER.

8.2 The OWNER will install all meter pans, disconnects, and secondary electric services (excluding city-owned street lights) at the locations determined by the CITY.

8.3 The OWNER will install all conduits per CITY specifications for road crossings, including under blacktop and anywhere soil completion is necessary.

8.4 OWNER shall be responsible for any damaged equipment or material until final acceptance.

8.5 If applicable the OWNER shall be responsible for identification of lots by lot numbers within a minimum of 10 working days of the installation of the electric infrastructure, with a sign clearly legible from the roadway.

8.6 OWNER shall be responsible for establishing site grades to within six (6) inches of proposed elevation prior to the electrical service being installed, Should changes to electrical service be required based on the proposed grade not being properly established all cost associated with said changes shall be the responsibility of the OWNER.

8.7 The CITY reserves the right to obtain easements as necessary to provide electric service. These easements shall be incorporated into a final record plan at no cost to the CITY.

8.8 The CITY also reserves the right to periodically adjust any and all costs, detailed herein, due to escalating material and labor costs.

ARTICLE NINE

AMENDMENT OF AGREEMENT

9.1 This AGREEMENT may only be amended or modified by a written agreement of the parties.

ARTICLE TEN

SUCCESSORS AND ASSIGNMENTS

10.1 This AGREEMENT is binding on the parties and their successors and assigns. To the extent permitted by law, this AGREEMENT shall be a covenant running with the land.

10.2 All escrow accounts are automatically transferable to the OWNER'S successors and assigns in accordance with Delaware law.

ARTICLE ELEVEN

TERMINATION

11.1 If, for any reason or cause, conditions are encountered by the OWNER or the CITY, which require termination of this AGREEMENT and/or any modification hereof, the parties shall work in good faith to resolve such issues or amicably terminate this AGREEMENT.

11.2 In the event of termination of this AGREEMENT, the OWNER and the CITY shall take all reasonable steps to minimize the further incurrence of fees under this AGREEMENT.

ARTICLE TWELVE

INCORPORATED DOCUMENTS

12.1 This AGREEMENT incorporates by reference as fully set forth herein the following documents. All other terms and conditions of these referenced documents shall remain the same and unchanged.

12.1.1 "City of Milford Standard Specifications for Installation of Utility Construction Projects and Subdivision Pavement Design", as revised.

12.1.2 Additional Conditions of Final Site/Subdivision/Record Plan Approval

12.1.3 Water Utility Agreement

ARTICLE THIRTEEN

GOVERNING LAW

13.1 This AGREEMENT shall be governed by the laws of the State of Delaware.

[Signatures appear on the next page]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their officers and their seals to be herewith affixed, this day and year first above written.

Signed, sealed and delivered in the presence of:

Hickory Glen, LLC

_____ _____(SEAL)

Attest By: ERIC DUNN MGR. MEMBER

Sworn to and subscribed before me this 19 day of December 2021.

_____

Notary Public

Angela Marie Dove
Notary Public
State of Delaware
My Commission Expires November 14, 2021

11/14/2021
Date Commission Expires

CITY OF MILFORD

_____ _____(SEAL)

Attest/City Clerk By: Mayor Arthur J. Campbell

Sworn to and subscribed before me this ____ day of _____, 20___.

_____ _____

Notary Public Date Commission Expires

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

January 25, 2019

Mr. Rob Pierce, Planning and Economic Development Director
City of Milford
201 South Walnut Street
Milford, DE 19963

SUBJECT: Letter of No Objection to Recordation
Hickory Glen
Tax Parcel # 5-16-17300-01-2100-00001, 5-16-17300-01-2200-00001
KCR036-MILFORD HARRINGTON HIGHWAY
KCR447-HOLLY HILL ROAD
Milford, Milford Hundred, Kent County

Dear Mr. Pierce:

The Department of Transportation has reviewed the Site Plan, dated December 15, 2017 (last revised January 23, 2019), for the above referenced site, and has no objection to its recordation as shown on the enclosed drawings. This "No Objection to Recordation" approval shall be valid for a period of **five (5) years**. If the Site Plan is not recorded prior to the expiration of the "No Objection to Recordation", then the plan must be updated to meet current requirements and resubmitted for review and approval.

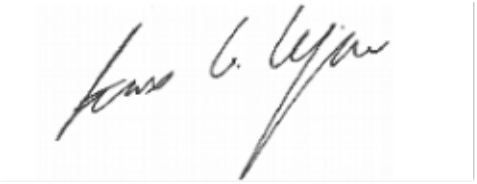
This letter does not authorize the commencement of entrance construction. Entrance plans shall be developed in accordance with DelDOT's Development Coordination Manual and submitted to the Development Coordination Section for review and approval.

This "No Objection to Recordation" letter is not a DelDOT endorsement of the project discussed above. Rather, it is a recitation of the transportation improvements, which the applicant may be required to make as a pre-condition to recordation steps and deed restrictions as required by the respective county/municipality in which the project is located. If transportation investments are necessary, they are based on an analysis of the proposed project, its location, and its estimated impact on traffic movements and densities. The required improvements conform to DelDOT's published rules, regulations and standards. Ultimate responsibility for the approval of any project rests with the local government in which the land use decisions are authorized. There may be other reasons (environmental, historic, neighborhood composition, etc.) which compel

that jurisdiction to modify or reject this proposed plan even though DelDOT has established that these enumerated transportation improvements are acceptable.

If I can be of any further assistance, please call me at (302) 760-2266.

Sincerely,



Stephen Wright
Kent County Review Coordinator,
Development Coordination

Enclosure
cc: Eric Dunn, Strahly Holding, LLC
Phillip Tolliver, Morris & Ritchie Assoc., Inc.
Jared Adkins, Kent Conservation District
R. Stephen McCabe, Central District Public Works Engineer
Jennifer Pinkerton, Chief Materials & Research Engineer
Peter Haag, Traffic Studies Manager
Linda Osiecki, Consistency Control Engineer
John Fiori, Bicycle Coordinator
Maria Andaya, Pedestrian Coordinator
Warren Ziegler, Safety Officer Central District
Mark Galipo, Traffic Development Coordination Engineer
Joseph Ellis, Contech Manager
Tremica Cherry, DTC Planner
James Kelley, JMT
Todd Sammons, Subdivision Engineer
Derek Sapp, Kent County Reviewer

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

May 29, 2019

Mr. Phillip Tolliver
Morris & Ritchie Assoc., Inc.
18 Boulden Circle Suite 36
New Castle, Delaware 19720

SUBJECT: Entrance Approval Letter
Hickory Glen
Tax Parcel # 5-16-17300-01-2100-00001, 5-16-17300-01-2200-00001
KCR036-MILFORD HARRINGTON HIGHWAY
KCR447-HOLLY HILL ROAD
Milford, Milford Hundred, Kent County

Dear Mr. Tolliver:

The Department of Transportation has reviewed the Final Construction Plans dated December 15, 2017 (last revised January 23, 2019) for the referenced subdivision and determined that they are in general conformance with the Department's current regulations, specifications and standard details. By signing and sealing the plan set, the developer's engineer is responsible for accuracy of content. Any errors, omissions or required field changes will be the responsibility of the developer. This plan approval shall be valid for a period of **three (3) years**. If Notice To Proceed has not been issued by the Central District Public Works office, then the plans must be updated to meet current requirements and resubmitted for review and approval.

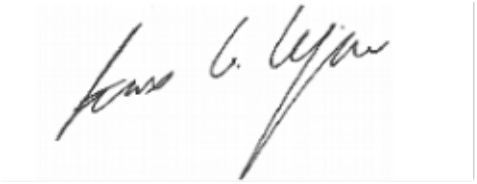
This letter does not authorize the commencement of construction. The following items will be required prior to the pre-construction meeting. A pre-construction meeting may be required as determined by the Central District Public Works office.

1. A copy of the recorded Site Plan which is consistent with the DelDOT "No Objection to Recordation" stamped plan and all appropriate signatures, seals, plot book and page number.
2. Three (3) copies of approved construction plans.
3. Executed agreements (i.e. construction, signal, letter).
4. An itemized construction cost estimate (only for entrance improvements).
5. Security in the approved amount for street construction, a 150% security for the entrance improvements based upon an approved itemized construction cost estimate and W-9 form (if providing escrow).

6. A letter of source of materials, work schedule, list of subcontractors, emergency telephone numbers and names of contact persons.

Please contact the Central District Public Works office (302) 760-2433 concerning any questions you may have relative to the aforementioned required items.

Sincerely,



Stephen Wright
Kent County Review Coordinator,
Development Coordination

cc: Eric Dunn, Strahly Holding, LLC
Kristopher Connelly, Kent County Planning & Zoning
Jared Adkins, Kent Conservation District
R. Stephen McCabe, Central District Public Works Engineer
Jerry Nagyiski, Safety Officer Supervisor
Peter Haag, Traffic Studies Manager
Jennifer Pinkerton, Chief Materials & Research Engineer
Linda Osiecki, Consistency Control Engineer
John Fiori, Bicycle Coordinator
Maria Andaya, Pedestrian Coordinator
Warren Ziegler, Safety Officer Central District
Mark Galipo, Traffic Development Coordination Engineer
Joseph Ellis, Contech Manager
Tremica Cherry, DTC Planner
James Kelley, JMT
Todd Sammons, Subdivision Engineer
Joshua Schwartz, Kent County Reviewer

DELAWARE STATE FIRE MARSHAL'S OFFICE
TECHNICAL SERVICES

SFMO APPROVAL SHEET

DATE: 12/262018

PROJECT NAME: Hickory Glen PROJECT TYPE: MJS

PROJECT ADDRESS: 1335 Milford Harrington Highway PLAN DATE: _____

CITY: Milford TAX ID# 5-16-173.00-01-21.00-000

PROJECT DESCRIPTION : **Plan review 2018-198767-03-MJS-01 is for a new residential subdivision.**

The accompanying application has been accepted for Contingency Construction Start and is authorized only for the work as indicated below with the following restrictions. The owner assumes personal risk and responsibility to correct any deficiencies noted in the Fire Marshal's Plan Review or Inspection Process.

Preliminary Approval

The owner understands that this construction start approval is limited to preliminary site construction and foundation work only. No other construction of any kind shall be permitted until the required building plan review is completed.

FP Specialists FM# and Signature: _____ **Date:** _____

Plan Review Approval

The owner understands that plan submittals for this project are approved. If annotated below, a Progress Review will be required. No close in or concealment of any kind shall be permitted until a progress inspection is performed by the State Fire Marshal's Office. (A minimum of five days notice is needed when scheduling for a progress visit or final inspection by the State Fire Marshal's Office)

FP Specialists FM# and Signature: _____ FM 40 **Date:** 12/26/2018
Comments:

☐ PROGRESS REVIEW REQUIRED ☐ PROGRESS REVIEW NOT REQUIRED

Final Approval

The Office of the State Fire Marshal recognizes that this project meets the minimum requirements of the Delaware State Fire Prevention Regulation. This recognition does not relieve the owner, designer, contractor, or designated representative from their responsibility to comply with the applicable provisions of the Delaware State Fire Prevention Regulation.

FP Specialists FM# and Signature: _____ **Date:** ___
Comments:

OFFICE OF THE STATE FIRE MARSHAL

Technical Services

1537 Chestnut Grove Road
Dover, DE 19904-1544

FIRE PROTECTION PLAN REVIEW REPORT

Plan Review Number: 2018-198767-03-MJS-01 **Tax Parcel Number:** 5-16-173.00-01-21.00-000
Review Date: 12/26/2018

Project

Hickory Glen

1335 Milford Harrington Hwy
Milford DE 19963

Scope of Project

Project Type: Site
Number of Stories:
Square Footage:
Occupancy Load Inside:
Construction Class:
Occupancy Code:
Fire District: 52 - Houston Volunteer Fire Co

Applicant

Morris & Ritchie Assoc. Inc
18 Boulden Circle
New Castle, DE 19720

This office has reviewed the plans and specifications of the above described project for compliance with the Delaware State Fire Prevention Regulations, in effect as of the date of this review.

The owner understands that this construction start approval is limited to preliminary site construction and foundation work only. No other construction of any kind shall be permitted until the required building plan review is completed.

A Review Status of "Approved as Submitted" or "Not Approved as Submitted" must comply with the provisions of the attached Plan Review Comments.

Any Conditional Approval does not relieve the Applicant, Owner, Engineer, Contractor, nor their representatives from their responsibility to comply with the plan review comments and the applicable provisions of the Delaware State Fire Prevention Regulations in the construction, installation and/or completion of the project as reviewed by this Agency.

This Plan Review Project was prepared by:

FIRE PROTECTION PLAN REVIEW COMMENTS

Plan Review Number: 2018-198767-03-MJS-01 **Tax Parcel Number:** 5-16-173.00-01-21.00-000
Review Date: 12/26/2018

PROJECT COMMENTS

1002 A **This project has been reviewed under the provisions of the Delaware State Fire Prevention Regulations (DSFPR) UPDATED March 11, 2016. The current Delaware State Fire Prevention Regulations are available on our website at www.statefiremarshal.delaware.gov. These plans were not reviewed for compliance with the Americans with Disabilities Act (ADA). These plans were not reviewed for compliance with any Local, Municipal, nor County Building Codes.**

1040 A **This site meets Water Flow Table 2, therefore the following water for fire protection requirements apply: Main Sizes: 6" minimum. Minimum Capacity: 1,000 gpm @ 20 psi residual for 1 hour duration. Hydrant Spacing: 800' on center.**

1180 A **This report reflects site review only. It is the responsibility of the applicant and owner to forward copies of this review to any other agency as required by those agencies.**

1190 A **Separate plan submittal is required for the building(s) proposed for this project.**

BUILDING PLANS REQUIRED FOR APARTMENTS ONLY.

2500 A **A final inspection is required for this project prior to occupancy (DSFPR Part I, Section 4-7). Contact this Agency to schedule this inspection. Please have the plan review number available. A MINIMUM OF FIVE (5) WORKING DAYS NOTICE IS REQUIRED.**

2710 A **The following items will be field verified by this Agency at the time of final inspection:**

1130 A **Provide a water flow test on the subdivision hydrant(s) once they have been installed, and before they are placed into service (DSFPR Part I, Section 4 4.2 and Part III, Chapter 3). Results are to be forwarded to this Agency for review.**

1132 A **Fire hydrants shall be color coded in accordance with the DSFPR, Part III,**

Section 3 4. This includes both color coding the bonnet and 2" reflective tape around the barrel under the top flange.

1232 A All threads provided for fire department connections, to sprinkler systems, standpipes, yard hydrants or any other fire hose connections shall be uniform to those used by the fire department in whose district they are located. DSFPR Part III,Section 1.1.5.1.

1332 A The distance between a fire hydrant and the fire lane shall not be greater than seven feet (DSFPR Part V, Chapter 5, Section 5 10.4).

1432 A The steamer connection of all fire hydrants shall be so positioned so as to be facing the street or fire lane. (DSFPR Regulation 705, Chapter 5, Section 10). The center of all hose outlet(s) on fire hydrants shall be not less than 18 inches above finalgrade (NFPA 24, Section 7.3.3).

1100 A Hydrants shall be provided in such a manner that all fire department connections and/or standpipe connections shall be within 300' of a hydrant and shall meet the provisions of the applicable NFPA Regulations as adoptedand/or modified by these Regulations.

1102 A Fire department connections shall be made on the street side of buildings and shall be located and arranged so that the hose lines can be readily and conveniently attached to the inlets without interference from any nearby objects includingbuildings, fences, posts, or other fire department connections. (NFPA 13, Section 8.17.2.4.6). NOTE: The proposed location does not meet this requirement.

1098 A All standpipe and sprinkler connections shall be marked and identified in accordance with (DSFPR Regulation 705, Chapter 6, Section 3.0). Provide detail and layout on plans.NOTE: No objects, stands, displays, or other impediments (such as parking) shall be located within the demarcation area.

1150 A A lock box containing keys for fire department access shall be provided for any occupancy which contains a fire alarm signaling system that is monitored off site ?or- for any occupancy that contains an automatic sprinkler system.(DSFPR Regulation 705, Chapter 5, Section 2.4).

1408 A All premises where emergency personnel may be called upon to provide emergency services, which are not readily accessible from streets, shall be

provided with suitable gates, access roads, and fire lanes so that all buildings on thepremises are accessible to emergency apparatus. (DSFPR Regulation 705, Chapter 5, Section 2).

1405 A Where emergency services have to utilize access roadways to reach designated fire lanes, such access roadways shall be constructed to meet the minimum engineering specifications and/or requirements pursuant to the Delaware Department ofTransportation or local jurisdictions for paved roadways. All access roadways shall be paved and be a minimum of 20 feet clear width for two-way traffic and 14 feet clear width for one-way traffic. The paved width of access roadway shall bemeasured from the edge of parking spaces, or face of curb for vertical curb and back of curb for mountable curb, or edge of pavement if there is no curbing. (DSFPR Regulation 705, Chapter 5, Section 5).

1092 A Perimeter Access is that portion of the building that is accessible by emergency services personnel and is within 100 feet of a street and capable of supporting fire ground operations. (DSFPR Regulation 705, Chapter 5, Section 1.4.1). Perimeter Access minimum width shall be 15 feet measured from the face of the building at grade with a maximum slope of ten percent (10%). Plantings and utility services (includes condenser units, transformers, etc.) shall be permitted within the perimeter access, providedthey do not interfere with the emergency services fire ground operations. (DSFPR Regulation 705, Chapter 5, Sections 3.5 and 4.5). If a physical barrier (fence, pond, steep slope, etc) prevents access, that portion of the building perimeter shallnot be included in the calculation of Percent of Perimeter Access. (DSFPR Regulation 705, Chapter 5, Sections 3.5.1 and 4.5.1).

1299 A The required Fire Lane Access and Perimeter Access and all fire lane markings shall be in accordance with the site plan as approved by this Agency. This will be field verified at the final inspection. Noncompliance may cause a delay in approval forCertificate of Occupancy.

1501 A If there are any questions about the above referenced comments please feel free to contact the Fire Protection Specialist who reviewed this project. Please have the plan review number available when calling about a specific project. When changes orrevisions to the plans occur, plans are required to be submitted, reviewed, and approved.

Please Print

OFFICE OF STATE FIRE MARSHAL

APPLICATION FOR FIRE PROTECTION PLAN REVIEW - *SITE*

Please Print

Sussex County
Delaware Fire Service Center
22705 Park Avenue
Georgetown, DE 19947-6303
302-856-5298/Fax 302-856-5800

Kent County
Delaware Fire Service Center
1537 Chestnut Grove Road
Dover, DE 19904-1544
302-739-4394/Fax 302-739-3696

New Castle County
Delaware Fire Service Center
2307 MacArthur Road
New Castle, DE 19720-2426
302-323-5365/Fax 302-323-5366

1. Project Name: Hickory Glen Phase
   Subdivision/Complex / Address: 1335 Milford Harrington Highway
   City: Milford Zip Code: 19963 County (NC, K, S): K
   Complete Tax Parcel Number: 5-16-173.00-01-21.00 / 5-16-173.00-01.22.00

2. Project Description: ■ Residential Subdivision ☐ Commercial ☐ Other

3. Fee Calculation: Site Plan Review Fee: **$150** Check # 1500 (Deposit)/Return Date: 12/13/18
   Exempt Status: ○ State ○ County ○ Federal ○ DSHA ○ Fire Company/Amb ○ Municipality ○ No Impact
   (Check or Money Order made payable to the "State of Delaware") **NO CASH ACCEPTED**

4. Applicant/Engineer Phone: 302-326-2200
   Cell Phone:
   *Signature required in Item #6 Fax: 302-326-2399
   Applicant's Name: Robert Grenon
   Company Name: Morris & Ritchie Assoc., Inc.
   Address: 18 Boulden Circle, Suite 36
   City: New Castle State: DE ZipCode: 19720
   Email: rgrenon@mragta.com

5. Property Owner Phone:
   Cell Phone:
   Fax:
   Name: Walter N. Thomas
   Address: 1335 Milford Harrington Highway
   City: Milford State: DE ZipCode: 19963
   Email:

Any approval of the submitted project documents does not relieve the owner, designer, contractor, or designated representative from their responsibility to comply with applicable provisions of the Delaware State Fire Prevention Regulation.

6. **Applicant Signature:** _____ **Date:** 12/10/18

FOR OFFICE USE ONLY:

_____ 12-12-18
FIRE PROTECTION SPECIALIST **DATE**

I.D. # 198766 *Plan Review #* 2018-198 767-03-MJS-01 ☑ *Rolled plans*

RECEIVED
DEC 11 2018
DELAWARE STATE FIRE MARSHAL
HEADQUARTERS

KENT CONSERVATION DISTRICT

800 BAY ROAD, SUITE 2 • DOVER, DELAWARE 19901 • (302) 741-2600 EXT. 3 • FAX (302) 741-0347

April 27, 2018

Eric Dunn
Dunn Development, LLC
160 Seneca Shore Road
Perryville, MD 21903

RE: Hickory Glen
Sediment & Stormwater Plan Re-approval

Dear Mr. Dunn:

The Kent Conservation District has reviewed and re-approved the sediment and stormwater management plans for the above referenced project. Conditions of this approval are as follows:

1. The Kent Conservation District reserves the right to add, modify, or delete any sediment control and stormwater management measures as deemed necessary.
2. The estimated remaining inspection fees for this project are $16,060.00. The fee is based on 71.9 acres of disturbance ($13,200.00) and 44 lots at $65.00 per lot ($2,860.00). The construction inspection fee of $3,300.00 must be submitted to our office prior to any land disturbing activity (clearing, filling, grubbing, grading, etc.) taking place. The remainder of the inspection fees must be submitted prior to the beginning of future phases. The $65.00 per lot inspection fee must be paid at the time of lot construction. The construction inspection fee is valid for the five year life of the plan approval.
3. The conditional re-approval for this site is now valid for eight (8) years from the original approval date stamped on the plan by Kent Conservation District and will expire on June 30, 2023 or January 1, 2020 if construction has not commenced by that date.
4. A Certified Construction Reviewer (CCR) is required for this project unless waived. The CCR will be responsible for attending the pre-construction meeting and submitting weekly inspection reports to the Kent Conservation District.
5. A pre-construction meeting must take place before any earth disturbing activity begins. The meeting must be attended by an owner's representative, contractor, CCR, and The Kent Conservation District inspector. Please contact our office to schedule a pre construction meeting.
6. A post verification document for the Stormwater management facilities must be completed and submitted to our office prior to gaining final Certificate of Occupancy approval for the first building on site or plan renewal.
7. Approval of a Sediment and Storm Water Plan does not grant or imply a right to discharge storm water runoff. The owner/developer is responsible for acquiring any and all agreements, easements, etc., necessary to comply with State drainage and other applicable laws.

If you should have any questions regarding this matter, please do not hesitate to contact our office.

Sincerely,
KENT CONSERVATION DISTRICT

Jared C. Adkins, P.E.
Sediment & Stormwater Program Manager

cc: Mr. Phil Tolliver, P.E. Morris and Ritchie Associates
Mr. Rob Pierce, AICP, Kent County Planning and Zoning

DELAWARE HEALTH AND SOCIAL SERVICES
Division of Public Health

Office of Engineering
Phone: (302) 741-8640
Fax: (302) 741-8631

December 10, 2019

CITY OF MILFORD

APPROVAL TO CONSTRUCT
Hickory Glen Connection
PWS #DE0000616
Approval #19W203

Mr. Eric Dunn
Dunn Development, LLC.
160 Seneca Shore Road
Perryville, MD 21903

Dear Mr. Dunn:

As provided by Section 2.11 of the *State of Delaware Regulations Governing Public Drinking Water Systems*, you are granted approval to connect Hickory Glen to the existing main in accordance with the plans submitted by Morris & Ritchie Associates, Inc. The plans consist of:

1. Transmittal letter dated December 4, 2019.
2. Application for Construction of New or Existing Public Water System dated December 5, 2019.
3. Two copies of the plans entitled "Hickory Glen" dated December 15, 2017 and revised July 18, 2019.

These plans, as noted, are made a part of this approval. This approval is granted subject to the enclosed list of conditions. It is the owner's responsibility to ensure as-built drawings are maintained throughout all phases of construction. Prior to receiving an Approval to Operate, the Office of Engineering requires one set of as-built drawings, including profile markups.

The Office of Engineering recommends detectable tracer tape that is three inches wide and blue in color to be installed directly above all water mains larger than two inches in diameter.

I am sending one set of plans with a copy of this approval to Morris & Ritchie Associates, Inc. that is signed and dated by the Office of Engineering.

Should you have any questions regarding this matter, please feel free to contact Bill Milliken at (302) 741-8646.

Plans reviewed by:

William J. Milliken, Jr.
Engineer III
Office of Engineering

Sincerely,

Doug Lodge, P.E.
Supervisor of Engineering
Office of Engineering

cc: Rob Pierce, City of Milford
Robert Grenon, Morris & Ritchie Associates, Inc.
Ashley Kunder, Office of Drinking Water

1. The approval is void if construction has not started by December 10, 2020.

2. The project shall be constructed in accordance with the approved plans and all required conditions listed in this Approval to Construct. If any changes are necessary, revised plans shall be submitted and a supplemental approval issued prior to the start of construction. As-built plans including profile mark-ups must be submitted to the Office of Engineering after construction has been completed.

3. Representatives of the Division of Public Health may inspect this project at any time during the construction.

4. This approval does not cover the structural stability of any units or parts of this project.

5. The water system shall be operated in conformance with the *State of Delaware Regulations Governing Public Drinking Water Systems*.

6. All wells, pipes, tanks, and equipment which can convey or store potable water shall be disinfected in accordance with the current AWWA procedures. Plans or specifications shall outline the procedure and include the disinfectant dosage, contact time, and method of testing the results of the procedure. (Recommended Standards for Water Works 2018 Edition 2.15)

7. Water mains crossing sanitary and storm sewers should be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sewer, and the water main should be above the sewer. At crossings, one full length of water pipe should be located so both joints will be as far from the sewer as possible. Special structural support for the water and sewer pipes may be required. In cases where it is not practical to maintain an 18-inch separation, the Division may allow deviation on a case-by-case basis if supported by data from the design engineer.

8. Water mains should be laid 10 feet horizontally from any existing or proposed sanitary or storm sewers. The distance should be measured edge to edge. In cases where it is not practical to maintain a 10-foot separation, the Division may allow deviation on a case-by-case basis if supported by data from the design engineer.

9. All chemicals, materials, mechanical devices, and coatings in contact with potable water shall comply with National Sanitation Foundation/American National Standards Institute Standards (NSF/ANSI) 60 and 61 and shall be inert, nontoxic, and shall not import any taste, odor, or color to the water.

10. Sufficient valves should be provided so that inconvenience and sanitary hazards will be minimized during repairs. Valves should be located at not more than 500-foot intervals in commercial districts and at not more than one block or 800-foot intervals in other districts.

11. There shall be no connection between the distribution system and any pipes, pumps, hydrants, or tanks whereby unsafe water or other contaminating materials may be discharged or drawn into the system.

12. Fire hydrant drains shall not be connected to or located within 10 feet of sanitary sewers, storm sewers, or storm drains.

13. Prior to usage of water from this new well, water plant, storage plant, or distribution system, approval for the water quality must be obtained from the Division of Public Health.

14. The water system should be capable of providing at least 25 psi at ground level at all times throughout the distribution system.

15. All plastic pipe utilized in this drinking water system shall be approved for potable water use (NSF-pw). If any piping is joined with solder or flux, the solder and flux shall be lead free (less than or equal to 0.2 percent lead).

16. All water lines should be buried to a depth of at least 3 feet.

17. A Certificate of Public Conveniences and Necessity should be acquired from the Public Service Commission, (302) 739-4247.

18. This approval is for the distribution system only. Plans and specifications for all well plumbing, pumps, storage (including any interior coatings), and treatment must be submitted to and approved by this office prior to their installation.

19. The approval is subject to immediate revocation upon violation of any of the preceding conditions.

20. All other local (county/city/town) approvals or permits needed must be obtained prior to beginning construction.

21. Upon completion of construction and before the system is placed into operation, a "Notice of Completion" must be submitted to the Office of Engineering. Before placing the system into operation, the following must be adhered to:
    a. Submit a set of as-built plans with profile markups to the Office of Engineering.
    b. Obtain an Approval to Operate from the Office of Engineering.

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES &
ENVIRONMENTAL CONTROL
DIVISION OF WATER
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

Surface Water Discharges Section
Construction Permits Branch

Telephone: (302) 739-9946
Facsimile: (302) 739-8369

January 16, 2020

Mr. Eric Dunn
Dunn Development, LLC
160 Seneca Shore Road
Perryville, MD 21903

Ref: Hickory Glen Subdivision
State Wastewater Construction Permit No. WPCC 3112/19

Dear Mr. Dunn:

Please find enclosed a copy of the construction permit that was issued for the referenced project.

We expect the permitted construction to be completed within the permit term. If the construction cannot be completed by the permit expiration date, a one-time, no-cost two-year permit extension is available, as long as the request is received in writing prior to the expiration date and as long as the scope of the project has not changed significantly, as determined by the Department.

Per Part II.A.2.a of the enclosed permit, notify the Department of any changes to the construction authorized therein. Per Part II.B.1, submit a set of "as-built" plans of the constructed wastewater facilities within ninety (90) days of construction completion. The as-built plans must be signed and sealed by a Professional Engineer licensed in Delaware.

If you have any questions, please contact me at (302) 739-9941 or via email at Keith.Kooker@delaware.gov.

Sincerely,

Keith Kooker, P.E.
Environmental Finance

Email Enclosure:

1. Robert Grenon – Morris & Ritchie Associates (RGrenon@mragta.com)
2. Rob Pierce – Milford Planning Dept. (RPierce@milford-de.gov)
3. Mark Whitfield – Milford Public Works Director (MWhitfield@milford-de.gov)
4. Eric Gibson – KCI Technologies (Eric.Gibson@kci.com)
5. Brian Hall – Kent County Public Works Dept. (Brian.Hall@co.kent.de.us)

AUTHORIZATION TO CONSTRUCT UNDER THE

LAWS OF THE STATE OF DELAWARE

PART I

1. **In compliance with the provisions of 7 Del. C., §6003,**

City of Milford
201 S. Walnut Street
Milford, DE 19963

and

Dunn Development, LLC
160 Seneca Shore Road
Perryville, MD 21903

are authorized, jointly and individually, to construct facilities consisting of the following:

Approximately nine thousand one hundred and forty-seven linear feet (9,147 LF) of eight (8) inch diameter gravity sewer main, three hundred and fifty-two linear feet (352 LF) of ten (10) inch diameter gravity sewer main, sixty-eight (68) gravity manholes, a sanitary sewer pump station, five thousand and fifty-five linear feet (5,055 LF) of six (6) inch diameter force main, cleanouts and related appurtenances to serve two hundred and forty (240) apartment units, one hundred and fifty-nine (159) townhouses and a clubhouse located in the proposed Hickory Glen Subdivision located at 1335 Milford Harrington Highway (Rt. 14) in Milford, Delaware. The proposed sanitary sewer force main will exit the proposed subdivision and run west on Rt. 14 approximately two thousand one hundred (2,100) ft. to an existing fourteen (14) inch force main at the Church Hill Road intersection.

in accordance with plans and specifications as described below and limitations, requirements and other conditions set forth in Parts I, II and III hereof.

2. The plans, specifications, municipality standards and other documents submitted with the permit application consist of the following, which are incorporated by reference and made part of this authorization:

Twenty-four (24) drawings** prepared by Morris & Ritchie Associates titled "Hickory Glen Construction Plans for Water & Sewer", and the current City of Milford Standard Specifications for the Installation of Utility Construction Projects and Subdivision Pavement Design.

**Drawings include:

Greg Pope, Engineer VI
By Agreement with Surface Water Discharges Section
Division of Water
State of Delaware Department of Natural Resources
and Environmental Control

1/16/20
Date Signed

Sheet 1 – Title Sheet, dated 12-15-17, latest revision 1-8-20
Sheets 2-6 – Water & Sewer Plan Sheet, dated 12-15-17, latest revision 1-8-20
Sheets 7-11 – Sanitary Sewer Profiles, dated 12-15-17, latest rev. 7-18-19 (sht. 7), 1-8-20 (shts. 8-10), 9-4-19 (sht. 11)
Sheet 12 – Water Service Charts, dated 12-15-17, latest revision 7-18-19
Sheet 13 – Sanitary Sewer Service Charts and Structure & Pipe Schedules, dated 12-15-17 lat. rev. 1-8-20
Sheet 14 – Water & Sewer Details, dated 12-15-17, latest revision 12-20-18
Sheet 15 – Sewage Pump Station Site Plan, dated 10-21-19, no revision date
Sheet 16 – Sewage Pump Station Mechanical Plan and Sections, dated 10-21-19, no revision date
Sheet 17 – Sewage Pump Station Mechanical Details, dated 6-7-19, no revision date
Sheet 18 – Sewage Pump Station Structural Details, dated 6-7-19, no revision date
Sheet 19 – Sewage Pump Station Electrical Details, dated 10-21-19, no revision date
Sheet 20 – Sewage Pump Station Power Riser Diagram, dated 10-21-19, no revision date
Sheets 21-24 – Force Main Plan & Profile, dated 7-18-19, no rev. date (shts. 21-22), latest rev. 1-8-20 (sht. 23-24)

3. The liquid waste will be discharged through an existing wastewater collection and transmission system to the Kent County Wastewater Treatment Facility, which discharges treated wastewater to the Murderkill River, in accordance with NPDES Permit No. DE 0020338.

A. Effluent Limitations on Pollutants Attributable to Industrial Users

The use of the constructed facility is conditioned on meeting all applicable pretreatment standards under 40 CFR, Part 403, or toxic pollutant discharge limitations under Section 307(a) of the Clean Water Act of 1977, PL 95-217.

B. Flow and Usage Limitations

This permit authorizes a daily average discharge of N/A gallons*. The flow in the system shall be measured at least every N/A.

The estimated average daily discharge for the subject project is 111,000 GPD, which is based on 240 apartment units and 149 townhouses at 275 GPD/EDU and a 5 EDU clubhouse at 250 GPD/EDU.

* This permit authorizes only the construction of the wastewater collection and conveyance facilities referenced herein.

C. Monitoring and Reporting (When Required)

1. Representative sampling of the volume and nature of the monitored discharge shall be conducted at the request of the Division of Water.

2. Reporting

Monitoring results shall be reported to the:
Delaware Department of Natural Resources and Environmental Control
Division of Water, Surface Water Discharges Section
89 Kings Highway
Dover, DE 19901
302-739-9946

3. Definitions

a. "Daily average flow" means the total flow during a calendar month divided by the number of days in the month that the facility was operating.

b. "Daily maximum flow" means the highest total flow during any calendar day.

c. "Daily Peak Flow" means the flow which can be safely transported within the sewage system without causing an overflow or a backup into the building(s) or residence(s).

d. "Bypass" means the intentional diversion of wastes from any portion of a treatment facility.

e. "Measured flow" means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.

f. "Estimate" means a value to be based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

4. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

a. The date, exact place and time of sampling or measurement;

b. The person(s) who performed the sampling and/or measurement;

c. The date(s) and time(s) analysis was performed;

d. The individual(s) who performed each analysis;

e. The analytical technique(s) or method(s) used;

f. The results of each analysis; and

g. Appropriate quality assurance information.

5. Records Retention

All records and information resulting from the monitoring activities required by this permit, including all records of analyses performed, all records of instrument calibration and maintenance and all charts from continuous monitoring instruments, shall be retained for three (3) years. This period of retention shall be extended automatically during the course of any unresolved litigation regarding the regulated activity or regarding control standards applicable to the permittee, or as requested by the Department.

6. Test Procedures

Test procedures for the analysis of pollutants shall conform to the applicable test procedures identified in 40 CFR, Part 136, unless otherwise specified in this permit.

END OF PART I

PART II

A. Management Requirements

1. Duty to Comply

The permittee must comply with the terms and conditions of this permit. Failure to do so constitutes a violation of this permit, which is grounds for enforcement and the imposition of penalties as provided in 7 Del.C., Chapter 60, grounds for permit termination or loss of authorization to discharge or operate pursuant to this permit, grounds for permit revocation and reissuance or permit modification, or denial of a permit renewal application.

2. Notification

a. Changes in Authorized Activities

The permittee shall notify the Department of any proposed change in the activity authorized herein, of any proposed substantive change in the operation of the facility or facilities authorized herein, or of any anticipated facility expansions, production increases, or process modifications. Notification is required only when such alteration, addition or change may justify the inclusion of conditions that are absent or different from those specified in this permit. This includes, for example, the construction of additional wastewater collection, transmission or treatment facilities and changes which will result in new, different, or increased discharges of pollutants. Following such notice, the Department may require the submission of a new permit application and this permit may be reopened and modified to address the proposed changes.

b. Noncompliance

If, for any reason, the permittee does not comply with or will be unable to comply with any limitation specified in this permit, the permittee shall provide the Department with the following information, in writing, within five (5) days of becoming aware of such condition:

A description of the discharge and cause of noncompliance; and

The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate and prevent recurrence of the noncomplying discharge.

3. Facilities Operation

The permittee shall, at all times, maintain in good working order and operate as efficiently as possible all collection and treatment facilities and systems (and related appurtenances) installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, effective management, adequate operator staffing and training and adequate laboratory process controls, including appropriate quality assurance procedures.

4. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to waters of the State resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and extent of the noncomplying discharge.

5. Bypassing

Any bypass or intentional diversion of waste streams from the facilities authorized by this permit, or any portion thereof, is prohibited, except (i) where unavoidable to prevent loss of human life, personal injury or severe property damage, or (ii) where excessive storm drainage or run-off would damage any facilities necessary for compliance with the effluent limitations and prohibitions of this permit. The permittee shall promptly notify the Department, in writing, of each such diversion or bypass.

6. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewater shall be disposed of in a manner such as to prevent any pollutant from such materials from entering the surface water or groundwater.

B. Responsibilities

1. Within 90 days following the completion of construction, the permittee shall submit to the Department an "as-built" set of plans of the facility or facilities constructed, bearing the seal and signature of a licensed Professional Engineer registered in the State of Delaware.

2. Right of Entry

The permittee shall allow the Secretary of the Department of Natural Resources and Environmental Control, or his authorized representative(s), upon the presentation of credentials:

a. To enter upon the permittee's premises for inspection of any records, flow measurements, construction or other activity authorized by this permit or any condition required under the terms of this permit; and

b. At reasonable times, to have access to and to copy any records required to be kept under the terms and conditions of this permit; to inspect any monitoring equipment or monitoring method required in this permit; and

c. To sample any discharge.

3. Transferability

This permit is transferable with the Department's consent, provided that an intention to transfer accompanied by a copy of the permit is provided to the Department, signed by both the transferor and the transferee at least ten (10) days prior to the actual transfer.

4. Availability of Reports

All reports submitted with the application and those reports required under the terms of this permit shall be available for public inspection at the offices of the Department of Natural Resources and Environmental Control. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in 7 Del. C., §6013. Any person who causes or contributes to the discharge of a pollutant

into State waters either in excess of any conditions specified in this permit or in absence of a specific permit condition shall report such an incident to the Department required under 7 Del. C. §6028.

5. Permit Modification

This permit may be modified, suspended or revoked in whole or in part during its term for cause including, but not limited to, the following:

a. Violation of any term or condition of this permit;

b. Obtaining this permit by misrepresentation or failure to fully disclose all relevant facts;

c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized activity; or

d. Information that the permitted activity poses a threat to human health or welfare, or to the environment.

6. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under 7 Del. C., Chapter 60.

7. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation.

8. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

9. Severability

The provisions of this permit are severable. If any provision of this permit is held invalid, or if the application of any provision of this permit to any circumstances is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

END OF PART II

PART III

A. Special Conditions

1. This permit authorizes only the construction of the wastewater facilities and related work referenced herein.

2. If wellpointing is required during construction, the wells must be installed by a licensed well driller, and a permit to construct such wells must first be obtained from the Well Permits Branch of the Water Supply Section.

3. All construction shall be in agreement with plans and specifications submitted under this project and approved by the Department of Natural Resources and Environmental Control.

4. All construction shall be in accordance with Ten States Standards and other applicable local utility construction specifications and standards.

5. Connections or additions to the proposed system, other than those proposed on the plans, will not be allowed without prior approval from the Department.

END OF PART III

KCI TECHNOLOGIES

ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1352 Marrows Road, Suite 100 • Newark, DE 19711 • Phone 302-731-9176 • Fax 302-731-7807

December 3, 2019

City of Milford
201 South Walnut Street
Milford, Delaware 19963

Attention: Rob Pierce

Subject: **Hickory Glen – Plan Review Summary**
KCI Job No. 131803632 – Task 02

Dear Mr. Pierce,

As requested, KCI Technologies performed a review of the Hickory Glen plans against the MRA response letters dated November 1, 2019, the City's Code and Standard Specifications, and general engineering best practices.

We find the plans generally acceptable as submitted. KCI recommends approving the plans contingent upon signing a development agreement with the City of Milford.

If you have any questions or comments regarding this letter, please do not hesitate to contact Jason McClafferty any time at (302) 318-1069

Sincerely,

Eric T. Gibson,
Engineer in Training

Jason McClafferty, P.E.
Project Manager

Tax Parcel Nos.: 5-16-173.00-01-_____

Prepared by & Return to:
Roger Truemper, Esquire
Baird Mandalas Brockstedt LLC
2711 Centerville Road, Suite 401
Wilmington, DE 19808

BYLAWS
FOR
HICKORY GLEN THOWNHOMES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
Organization

The name of the organization is **HICKORY GLEN TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**, a Delaware corporation (the "Association"). The Association shall have a seal.

The Association may change its name at its pleasure by a majority vote of the membership of the Association.

ARTICLE II
Purpose

Section 2.1. Purpose. The purpose of this organization shall be to fulfill the obligations of the Association as established by and to enforce the various restrictions set forth in the Master Declaration of Covenants, Conditions, Easements and Restrictions for HICKORY GLEN TOWNHOMES. The Association shall have the responsibility of administering the Project infrastructure of the residential subdivision known as "HICKORY GLEN TOWNHOMES" establishing the means and methods of collecting the contributions to the common expenses of the Association, arranging for the management of the roads and common areas (except for the Recreational Association Property as defined in the Declaration), and performing all of the other acts that may be required to be performed by the Association pursuant to the provisions of Title 8 of the General Corporation Law of Delaware, the Delaware Uniform Common Interest Ownership Act, 25 Del.C. § 81-101, et seq., and by the Homeowners Association as established in the Master Declaration of Covenants, Conditions, Easements and Restrictions for HICKORY GLEN TOWNHOMES dated _____, 2020 and recorded in the Office of the Recorder of Deeds, in and for Kent County, Delaware, in Deed Book _____, Page ___, et seq., as it may be amended from time to time (the "Declaration").

ARTICLE III
Membership

Section 3.1. Membership. Every person or entity who is an Owner of a Lot in HICKORY GLEN TOWNHOMES shall be a member of the Association and shall enjoy all of the benefits of such membership. Membership shall be appurtenant to, and may not be separated from, ownership

of a Lot. Conveyance of a Lot shall, without the need specifically to provide therein, terminate membership of the grantor in the Association with respect to the Lot conveyed; and, by accepting the conveyance, the grantee shall be deemed to accept membership in the Association.

ARTICLE IV
Meetings

Section 4.1. Annual Meetings. The first annual meeting of the Association shall be held within one (1) year of the formation of the Association and notice of the same shall be given at least ten (10) but not more than sixty (60) days in advance of such meeting. The notice of the meeting shall state the date, time, and place of the meeting and the items on the agenda for the meeting, all in accordance with § 81-308 of the Delaware Uniform Common Interest Ownership Act ("DUCIOA"), as amended. Thereafter, the annual meetings of the Association shall be held as determined by the Board of Directors ("Board") in accordance with the same notice requirements. Except as provided otherwise in these Bylaws, at such annual meetings the Board shall be elected by ballot of the Owners in accordance with the requirements set forth in Article VI of these Bylaws and the annual budget shall be presented in accordance with § 81-324 of DUCIOA, as amended. The Association Owners may transact such other business at such meetings as may properly come before them. Additional regular or special meetings of the total membership, in addition to the annual meeting, may be held as deemed necessary by the President and Board of Directors of the Association.

Section 4.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board.

Section 4.3 Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board or upon a petition signed and presented to the Secretary by Owners owning not less than twenty-five percent (25%) of the then existing Lots in the Development; provided, however, that no special meeting shall be called prior to the first annual meeting following the incorporation of the Association except by resolution of the Board. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4.4. Notice of Meetings and Waiver. It shall be the duty of the Secretary to mail or email a notice with the agenda of each annual or special meeting of the Owners, at least ten (10) but not more than sixty (60) days prior to such meeting, to each Owner of record, by any means described in §81-127 of DUCIOA or sent prepaid by United States mail to any mailing address designated in writing by such Owner. The notice of any meeting must state the time and place of the meeting and the items on the agenda, or must state the website address where the agenda is located, including: (a) a statement of the general nature of any proposed amendment to the Declaration or Bylaws; (b) a statement that in the absence of objection from any Owner present at the meeting, the President may add items to the agenda; (c) any budget changes; and (d) any proposal to remove an officer or member of the Board. The agenda may be posted on the website of the Association, in lieu of being included in the notice, provided that the Association shall, by any means described in § 81-127 of DUCIOA, furnish to any Owner who so requests a copy of

the agenda prior to the meeting. Regardless of the agenda, Owners shall be given a reasonable opportunity at any meeting to offer comments to the Board regarding any matter affecting the Association. If the Association does not notify Owners of a special meeting within thirty (30) days after the requisite number or percentage of the Board or Owners, as applicable, requested the Secretary to do so, the requesting Board members or Owners, as applicable, may directly notify all the Owners of that meeting. Only matters described in the meeting notice required by this Section may be considered at a special meeting.

Any Owner may, at any time, waive notice of any meeting of the Owners, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Owner at any meeting of the Association shall constitute a waiver of notice by him/her of the time and place of, and agenda items for such meeting.

Section 4.5. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required. If the meeting must be adjourned to a time more than forty-eight (48) hours from the time the original meeting was called, an additional notice shall be required in accordance with these Bylaws.

Section 4.6. Order of Business. The order of business at all annual or special meetings of the Association shall be as designated in the agenda for the meeting.

Section 4.7. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of twenty percent (20%) of the Owners shall constitute a quorum at all meetings of the Association. The votes of a majority of the Owners present at a meeting at which a quorum is present shall constitute the decision of the Association.

Section 4.8. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep or cause to be kept the minutes of the meeting and record or cause to be recorded in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. Unless modified by the Board by resolution, *Roberts Rules of Order* (current edition) shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws.

Section 4.9. Availability of Records. The Association shall maintain current copies of the Declaration, the Certificate of Incorporation of the Association and any amendments thereto and restatements thereof (the "Certificate of Incorporation"), these Bylaws, the minutes of all members' and Board of Director's meetings and records of all action taken by members on the Board of Directors without a meeting for at least the past 3 years, a record of all actions taken by a committee of the Board of Directors, any financial statements and tax returns of the Association prepared for the past 3 years, a list of the names and business addresses of the Association's current members of the Board of Directors and officers, its most recent annual report delivered to the Delaware Secretary of State, such records needed to enable the Association to comply with 25 Del. C. §81-409, recorded of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records (including those for any repair and replacement reserve), and a list of the names and addresses of all Association members in

alphabetical order by class showing the number of votes each member is entitled to cast and their class of membership if any. The Association shall hold all such documents available for inspection by Owners or by holders, insurers and guarantors of first mortgages that are secured by properties; provided that documents may be withheld from inspection and copying in accordance with 25 Del. C. §81-318(c). Documents shall be available for inspection during the normal business hours of and upon proper written request to the Association in accordance with the general corporate law of the State of Delaware. A reasonable fee for copying any documents or records made available to and inspected in accordance with this paragraph, not to exceed the actual cost of materials and labor incurred by the Association, may be imposed by the Board, in such amount as it deems appropriate from time to time. Any fee schedule imposed by the Board in accordance with this paragraph shall be become effective upon publication to the Owners in accordance with the notice requirements contained in these Bylaws.

Section 4.10. Voting Rights. Voting rights shall be those established in the Certificate of Incorporation, paragraph Fifteenth.

ARTICLE V
Voting

Section 5.1. Voting. Voting at all meetings of the Association shall be on the basis of one (1) Lot, one (1) vote. If only one (1) of several Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast all the votes allocated to that Lot. If more than one (1) of the Owners of a Lot is present at a meeting of the Association, then the person who shall be entitled to enter the vote of such Lot shall be the person named in a certificate signed by all of the Owners of the Lot and filed with the Secretary. Such certificate shall be valid until revoked by a subsequent certificate. The vote of each Lot shall be exercised as the Owners of the Lot, among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. In the event of multiple or disputed votes by and between the applicable Owners of a Lot, then such votes shall be ruled invalid and the Executive Board shall disregard any such multiple or disputed votes cast by the Owners of the Lot. Any such invalidated votes shall not, however, invalidate or otherwise alter the effectiveness of such Owners attendance at the meeting by proxy or otherwise for quorum purposes. Whenever the approval or disapproval of a Owner is required by DUCIOA, the Declaration or these Bylaws, such approval or disapproval shall only be made by the person who would be entitled to cast the vote for the Lot at any meeting of the Association. Except where a greater number is required by DUCIOA, the Declaration or these Bylaws, a majority of the votes cast in person, by proxy or by ballot at a meeting of Owners where a quorum is present shall determine the outcome of any action of the Association where a vote is taken so long as the number of votes cast in favor comprise at least a majority of the number of votes required for a quorum for that meeting. Votes allocated to a Lot owned by the Association may not be cast and shall not be calculated either in a quorum or in any percentage of votes needed for any action by the Owners.

Section 5.2. Proxies. A vote may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary or the professional managing agent, if any, before the appointed time of the meeting.

Section 5.3. Majority of Owners. As used in these Bylaws, the term "majority" shall mean the vote of more than fifty percent (50%) of the Lots then existing.

ARTICLE VI
Board of Directors

Section 6.1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors (referred to as the "Executive Board" in DUCIOA). The Board shall be comprised of no fewer than three (3) and no more than five (5) members.

The Board shall initially be comprised of three (3) members, all appointed by the Developer, as follows: (1) _____, (2) _____, and (3) _____. Such Developer appointees shall not be required to be Owners and may be, but shall not be required to be, residents of the State of Delaware.

As required by § 81-303 of DUCIOA, not later than sixty (60) days after conveyance of twenty-five percent (25%) of the total number of Lots that may be created in HICKORY GLEN TOWNHOMES to Owners other than the Developer or a Participating Builder (as defined in the Declaration), at least one (1) member and not less than twenty-five percent (25%) of the Board shall be elected by Owners other than the Developer or a Participating Builder and, unless such timing coincides with an annual meeting, the President shall call a special meeting for such election as provided in Article IV of these Bylaws. By way of example, after twenty-five percent (25%) of the total number of Lots that may be created in HICKORY GLEN TOWNHOMES have been conveyed to Owners, the Board shall be expanded by the Developer to four (4) members, at least one (1) of whom shall be elected by Owners, in order to comply with the Act. Also as required by § 81-303 of DUCIOA, not later than sixty (60) days after conveyance of fifty percent (50%) of the total Lots that may be created in HICKORY GLEN TOWNHOMES to Owners other than the Developer or a Participating Builder, not less than thirty-three and one-third percent (33-1/3%) of the Board shall be elected by Owners other than the Developer or a Participating Builder and, unless such timing coincides with an annual meeting, the President shall call a special meeting for such election as provided in Article IV of these Bylaws. By way of example, after fifty percent (50%) of the total number of Lots that may be created in HICKORY GLEN TOWNHOMES have been conveyed to Owners, the Board shall be expanded by the Developer to five (5) members, at least two (2) of whom shall be elected by Owners, in order to comply with the Act. Upon the termination of the Developer Control Period, as defined and provided in the Declaration, the Owners shall elect the Board and the Board, by majority vote and provided the Developer did not already expand the Board as described above, may expand the Board to no more than five (5) members. The members of the Board elected by the Owners shall be Owners or spouses of Owners or, if the Owner is a corporation, limited liability company, partnership, trust or other entity, an officer, director, managing member or other authorized representative designated in writing by such entity.

Section 6.2. Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are established by the Declaration, Certificate of Incorporation and these Bylaws directed to be exercised and done by the Association except as otherwise provided herein. The Board shall

have the power from time to time to adopt any rules and regulations deemed necessary for the enjoyment of HICKORY GLEN TOWNHOMES, provided such rules and regulations shall not be in conflict with the Declaration, Certificate of Incorporation or these Bylaws. The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the professional managing agent, if any, which might arise between meetings of the Board. In addition to the duties imposed by the Declaration, Certificate of Incorporation or these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to, and be responsible for, the following:

(a) Preparation of an annual budget, in which there shall be established the contribution of each Owner to the common expenses, to be approved in accordance with § 81-324 of DUCIOA.

(b) Making assessments against Owners to defray the costs and expenses of the Association, establishing the means and methods of collecting assessments as established in the Declaration from the Owners, and establishing the period of the installment payment of the annual assessment for common expenses. Unless otherwise determined by the Board, the annual assessment against each Owner for his proportionate share of the common expenses shall be payable in equal monthly, quarterly or annual installments, as determined by the Board, each such installment to be due and payable in advance on the date(s) established by the Board.

(c) Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all of Lots, roads, and common areas; and services of the Association except as may otherwise be provided herein.

(d) Designating, hiring and dismissing the personnel or contractors necessary for the maintenance, operation, repair and replacement of the common area and Lots, and providing services for the property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Owners; and, moreover, contracting the professional managing agent, if deemed necessary by the Board. No contractual agreement may bind the Association unless such contractual agreement provides for the right of the Association to terminate the same without cause or penalty at any time after transfer of control of the Association from the Developer to the Owners, upon not less than ninety (90) days' notice. In addition, if entered into before a majority of the Board elected by the Owners (as opposed to appointed by the Developer) in accordance with these bylaws takes office: (1) any management contract, employment contract, (2) any other contract or lease between the Association and Developer or an affiliate of Developer, or (3) any contract or lease that is not bona fide or was unconscionable to the Owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the Board elected by the Owners (as opposed to appointed by Declarant) in accordance with these Bylaws takes office upon not less than ninety (90) days notice to the other party.

(e) Collecting the assessments against the Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the property.

(f) Making and amending rules and regulations respecting the use of the property so that such do not unduly restrict the use and enjoyment by the Owners, their tenants and guests.

(g) Opening of bank accounts on behalf of the Board and designating the signatories required therefor.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the property and repairs to, and restoration of, the property, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty.

(i) Enforcing by legal means, when deemed necessary and appropriate in the opinion of the Board, the provisions of the Declaration, Certificate of Incorporation, these Bylaws and the rules and regulations for the use of the property adopted by it and bringing any proceedings which may be instituted on behalf of the Owners.

(j) Obtaining and carrying insurance against casualties and liabilities, and paying the premium cost thereof.

(k) Paying the cost of all services rendered to the Association, and not billed to Owners.

(l) Keeping books with detailed accounts in chronological order of the receipts and expenditures affecting the property and Association, and the administration of the property, specifying the maintenance and repair expenses of the roads and common areas, and any other expenses incurred. The said books shall be available for examination by the Owners, their duly authorized agents or attorneys, in accordance with and pursuant to the processes set forth in § 81-318 of DUCIOA. All books and records shall be kept in accordance with good and accepted accounting practices, and if so directed by the Board, the same may be audited by an outside auditor employed by the Board who shall not be a resident of HICKORY GLEN TOWNHOMES, or an Owner of a Lot therein. The cost of such audit shall be a common expense. An audited financial statement, if prepared, shall be available within one hundred twenty (120) days of the end of the fiscal year.

(m) Notifying the Mortgagee of any property of any default by the Owner whenever requested in writing by such Mortgagee to send such notice.

(n) Maintaining written minutes of all meetings.

(o) Resolving disputes between and among Owners and the Board and making decisions regarding disputes related to the interpretation and application of the Declaration, Certificate of Incorporation, these Bylaws and rules and regulations promulgated pursuant thereto.

(p) Borrowing in an amount not to exceed twenty-five percent (25%) of the value of the Common Areas for any proper Association purpose by the execution of notes and mortgages or as security for the repayment thereof or such other security or securities as the

Association shall designate for the payment of principal thereof and interest due thereon, subject to any restrictions or limitations which may be contained in the Declaration or DUCIOA.

(q) To do such other things and acts not inconsistent with the Declaration or Certificate of Incorporation which it may be authorized to do by a resolution of the Association.

Section 6.3. Election and Term of Office. During the Developer Control Period, all Board members shall serve for one (1) year terms. Meetings shall be privately held during the Developer Control Period. At the first meeting of the Association after the termination of the Developer Control Period during which an election is held, the terms of office of the members elected by the Lot Owners to serve on the Board shall be staggered. If three (3) members are elected, two (2) members shall serve two (2) year terms, and (1) member shall serve a one (1) year term. If four (4) members are elected, two (2) members shall serve two (2) years terms, and two (2) members shall serve one (1) year terms. If five (5) members are elected, three (3) members shall serve two (2) year terms and two (2) members shall serve one (1) year terms. At the expiration of the initial terms of office of the members of the Board elected at the first meeting of the Association after the termination of the Developer Control Period, their successors shall be elected to serve for two (2) year terms. The members of the Board shall hold office until their respective successors shall have been elected and the newly elected member=s willingness to serve confirmed.

Section 6.4. Removal of Members of the Board. At any regular or special meeting of the Board duly called, any one (1) or more of the members of the Board may be removed with or without cause by a majority of the Board members, and a successor may then and there be appointed by a majority of the remaining Board members to fill the vacancy thus created. Any member of the Board whose removal, with or without cause, has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of an Association meeting in response to said proposal and the purpose thereof and shall be given an opportunity to be heard at the meeting. In such a situation where the removal of a Board member, with or without cause, has been proposed by the Owners, a majority of the Owners present, in person or by proxy, at the meeting called for this purpose may remove the Board member in question and a successor may then and there be appointed by a majority of the Owners present to fill the vacancy thus created.

Section 6.5. Vacancies. Vacancies in the Board caused by any reason other than the removal of a member by a vote of the Owners shall be filled by a vote of a majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the Board members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the Association.

Section 6.6. Organizational Meeting. The first meeting of the members of the Board following an annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board so elected, and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such meeting, providing a majority of the whole Board shall be present thereat.

Section 6.7. Regular Meetings. Regular meetings of the Board (except for executive sessions held for a permitted purpose set forth in § 81-308A of DUCIOA) shall be open to all Owners after the Developer Control Period ends and shall be held at least quarterly at such time and place as shall be determined from time to time by a majority of the Board members. Notice, including the agenda, of regular meetings of the Board shall be given to each Board member, by mail, email, telegraph, telefacsimile or telephone with mail confirmation, at least ten (10) but not more than sixty (60) days prior to the day named for such meeting. Except when a schedule of meetings has been distributed to the Owners that identifies the meeting in question or in cases of emergency meetings that may be held without prior notice, the Secretary shall cause notice of any regular meeting to be delivered to each Owner by any means described in Section 9.1. of these Bylaws at least ten (10) but not more than sixty (60) days prior to the meeting (but not later than the time notice of the meeting is sent to members of the Board).

Section 6.8. Special Meetings. Special meetings of the Board (except for executive sessions held for a permitted purpose set forth in § 81-308A of DUCIOA) shall be open to all Owners after the Developer Control Period ends and may be called by the President on at least ten (10) but not more than sixty (60) days' notice to each Board member, given by mail, email, telegraph, telefacsimile or telephone with mail confirmation, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Board members. The Secretary shall cause notice of any special meeting to be delivered to each Owner by any means described in Section 9.1. of these Bylaws at least ten (10) but not more than sixty (60) days prior to the meeting (but not later than the time notice of the meeting is sent to members of the Board).

Section 6.9. Waiver of Notice. Notwithstanding any provision to the contrary contained herein, any Board member may, at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall constitute a waiver of notice by him of the time and place of such meeting. If all Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting, including meetings conducted by telephone conference.

Section 6.10. Quorum of Board. At all meetings of the Board, a majority of the Board members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board.

Section 6.11. Fidelity Bonds. The Board shall obtain adequate fidelity bonds for all officers, directors and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a valid expense payable by the Association.

Section 6.12. Compensation. No Board member shall receive any compensation from the Association for acting as such, but may be reimbursed for necessary expenses incurred in regard to service as a Board member, as approved by the Board from time to time.

Section 6.13. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep or cause to be kept a minute book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Unless modified by the Board by resolution, *Roberts Rules of Order* (current edition) shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws.

Section 6.14. Liability of the Members of the Board. The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Board members from and against all contractual liability to others arising out of contracts made or action taken by the Board on behalf of the Owners unless any such contract or action shall have been made in bad faith or contrary to the provisions of the Declaration, Certificate of Incorporation or of these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made or action taken by them on behalf of the Owners. Every agreement made or action taken by the Board on behalf of the Owners shall, if obtainable, provide that the members of the Board, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder, and that each Owners= liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage interest bears to the total Lots in HICKORY GLEN TOWNHOMES. The Owners shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a member of the Board, against expenses (including reasonable attorneys= fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Owners.

ARTICLE VII
Officers

Section 7.1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President shall be a member of the Board. Any other officers may be, but shall not be required to be, members of the Board. Any Board member who serves as an officer shall be permitted to hold more than one office if such is necessary to fill the principal positions of President, Vice President, Secretary and Treasurer.

Section 7.2. Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board at a regular meeting or special meeting called for such purposes.

Section 7.3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 7.4. President. The President shall be the chief executive of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are incident to the office of the president of a stock corporation organized under the General Corporation Law of the State of Delaware, including, but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall also be responsible for the preparation, execution, certification and recordation of any amendments to the Declaration, Certificate of Incorporation, these Bylaws or any other governing document for the Association.

Section 7.5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President.

Section 7.6. Secretary. The Secretary shall keep or cause to be kept the minutes of all meetings of the Association and of the Board; he shall have charge of such books and papers as the Board may direct; he shall provide or cause to be provided notice of all scheduled Association meetings to each Owner at such address as each Owner shall have designated by notice in writing to the Secretary; and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the General Corporation Law of the State of Delaware.

Section 7.7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; he shall be responsible for the deposit of all monies and other valuable effects in the name of the Board, or the managing agent, in such depositories as may from time to time be designated by the Board, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the General Corporation Law of the State of Delaware.

Section 7.8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations of over $1,000.00 shall be executed by any two (2) officers or by an officer and such other person or persons as may be designated by the Board. All such instruments for expenditures or obligations of less than $1,000.00 may be executed by any one (1) officer or by such other person as may be designated by the Board.

Section 7.9. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such, but may be reimbursed for expenses incurred in regard to services rendered to the Association, as approved by the Board from time to time.

ARTICLE VIII
Amendments to Bylaws

Section 8.1. Amendments. Except as otherwise provided in these Bylaws, these Bylaws may be modified or amended either (i) by a vote of at least fifty-one percent (51%) of the membership present, in person or by proxy, at any regular or special meeting, provided that notice of the proposed amendment shall have been given to each Owner at least ten (10) days in advance of such meeting or (ii) pursuant to a written instrument duly executed by a majority of all of the Owners.

ARTICLE IX
Miscellaneous

Section 9.1. Notices. All notices, demands, bills, statements or other communications under the Declaration or the corporate governing documents for the Association, including these Bylaws, shall be in writing and shall be deemed to have been duly given if: (a) delivered personally; (b) if to an Owner, if sent by email, facsimile or other method of electronic transmission to the Owner at the email/electronic address or facsimile number which the Owner shall designate in writing and file with the Secretary; (c) if to an Owner, if sent by first-class mail, postage prepaid, to an Owner at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Owner as provided in the tax assessment records for Kent County; (d) if to the Association, if sent by email, facsimile or other method of electronic transmission to the Association at the email/electronic address or facsimile number which the Association shall designate in writing to the Owners as the principal email/electronic address or facsimile number of the Association; or (e) if to the Association, if sent by first-class mail, postage prepaid to the Association, the Board or the professional managing agent, if any, at the principal office of the Association or at such other address as shall be designated by notice in writing to the Owners pursuant to this section.

Section 9.2. Gender, Number. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 9.3. Definitions. Words and phrases which are used herein and which are defined and/or discussed in the Declaration and Certificate of Incorporation shall have the meaning as set forth in the Declaration and Certificate of Incorporation.

Section 9.4. Conflicts. In the event of any conflicts between the Declaration and these Bylaws, the Declaration shall be controlling.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the original members of the Board of Directors for the Association have hereunto set their hands and seals the ____ day of _____, 2020.

_____ _____(SEAL)
Witness

_____ _____(SEAL)
Witness

_____ _____(SEAL)
Witness

STATE OF DELAWARE :
: ss.
COUNTY OF _____ :

BE IT REMEMBERED, That on this _____ day of _____, 2020, personally came before me, The Subscriber, a Notary Public for the State and County aforesaid, _____, _____, and _____, HICKORY GLEN TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Delaware corporation, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and Deed, and the act and the Deed of the said corporation; that the signature is in his own proper handwriting; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the corporation.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

_____
NOTARY PUBLIC

Commission Expires: _____
Type or Print Name of Notary: _____

Tax Parcel Nos: 5-16-173.00-01- _____

Prepared by and Return to:
Roger Truemper, Esquire
Baird Mandalas Brockstedt LLC
2711 Centerville Road, Suite 401
Wilmington, DE 19808

DECLARATION OF

COVENANTS, CONDITIONS, EASEMENTS AND

RESTRICTIONS FOR

"HICKORY GLEN TOWNHOMES"

located in

KENT COUNTY, DELAWARE

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MASTER DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR HICKOREY GLEN TOWNHOMES

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (this "Declaration") is made effective as of the ____ day of _____, 2020 (the "Effective Date"), by DUNN DEVELOPMENT, LLC, a Delaware Limited Liability Company, (the "Declarant")

.

WHEREAS, pursuant to the Deed recorded in the Office of the Recorder of Deeds in and for Kent County, Delaware (the "Recorder's Office") at Deed Book _____, Pages _____, Declarant is the legal and equitable owner of those certain lots, pieces or parcels of land bounded and described on **Exhibit "A"**, attached hereto and made a part hereof (the "Property"), being 159 Townhouse lots to be built upon the real property in phases, as shown and identified on the Final Subdivision Plat for HICKORY GLEN, prepared by Morris & Ritchie Associates, dated January ___ 2020, said plan being recorded in the Recorder's Office at Plot Book____, Page ___, as such Plat may be subsequently supplemented or amended from time to time (collectively, as supplemented and amended, the "Master Plan") which Property is currently designated for the construction of a residential community to be known as "HICKORY GLEN" on the Lots shown on the Subdivision Plat including the open spaces, streets, storm water management areas, amenity/recreational facilities, and improvements and other amenities (collectively, with all the Lots, the "Project"); and

WHEREAS, Declarant does desire to subject the Project to these Restrictions; and

WHEREAS, Declarant desires to control and restrict the construction of structures and improvements on the Property as generally depicted on Master Plan, that shall be built in accordance with and subject to the terms and conditions of those certain design guidelines and procedures, as the same may be established and amended from time to time by the ARC (defined in Section 6.1 below) (the "Design Guidelines"), together with the use to which all dwellings, structures, and improvements in the Project, as more fully described below, are put so as to promote and facilitate the development of a healthful, safe, harmonious, attractive and valuable residential community and for the preservation of the values and amenities in the Project. Towards this end, Declarant desires to subject the Property and Project to certain covenants, restrictions and agreements as hereinafter more particularly set forth, all of which Declarant deems to be for the benefit of the Declarant, and each Owner and their respective heirs, personal representatives, successors, assigns, and transferees.

W I T N E S S E T H:

NOW, THEREFORE, Declarant hereby declares that the Property and Project shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and easements set forth in this

Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and Project and be binding on all parties having any right, title or interest in all or any portion of the Property and Project, as the Project may be modified from time to time in accordance with Article II hereof, their heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of the Declarant, Association (as defined below) and each Owner and their respective heirs, personal representatives, successors, transferees and assigns.

ARTICLE I DEFINITIONS

1.1. "*Association*" shall mean and refer to HICKORY GLEN TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Delaware non-stock corporation, its successors and/or assigns (the "Association"), which shall manage the Project infrastructure including, but not limited to the streets, storm water management areas, and common open space areas (the Association Property").

1.2. "*Association Documents*" shall mean the Certificate of Incorporation and By-Laws of the Association.

1.3. "*Association Member*" shall mean every person, group of persons, limited liability company, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Lot that is part of the Property, as a member of the Association.

1.4. "*Association Property*" shall mean all areas of the Property and Project being divided into the Association Property as more particularly bounded and described on Exhibit "A" attached hereto and made a part hereof, together with any and all improvements and Facilities located thereon.

1.5. "*Property Rules and Regulations*" shall mean and refer to the rules and regulations promulgated from time to time by The Association pursuant to Section 7.6 of this Declaration and any amendments or supplements thereto.

1.6. "*Common Expenses*" shall mean and refer to the actual and estimated expenses of operating the Association, including, without limitation, a reasonable reserve and expenses for the maintenance, repair and/or replacement of the Association Property, as applicable, in accordance with Article IX hereof and all annual and special assessments found to be necessary or appropriate by The Board in accordance with Article V hereof, and such other costs and expenses as may be found to be necessary or appropriate by The Board of Directors of the Association as applicable (the "Board") pursuant to this Declaration and the Bylaws and Certificate of Incorporation of the Association.

1.7. "*Community-Wide Standard*" shall mean the standard of conduct, maintenance or other activity generally prevailing in connection with the Association Property. Such standard may be more specifically determined and set forth by the Board of the Association.

1.8. "*Declarant*" shall be Dunn Development, LLC, a Delaware Limited Liability Company, its successors and assigns, but only to the extent that any of the rights,

reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successors or assigns by an instrument in writing.

1.9. "*Declarant Control Period*" shall mean the period beginning on the date of this Declaration and ending on the earliest of (a) sixty (60) days after conveyance of seventy five percent (75%) of the Lots that may be created on the Property to Owners other than the Declarant or a Participating Builder, or (b) two (2) years after Declarant and all Participating Builders have ceased to offer Lots for residential purposes for sale in the ordinary course of business, or (c) two (2) years after the Declarant's right to add more Lots for residential purposes on the Property was last exercised, or (d) by December 31, 2049.

1.10. "*Development Plans*" shall mean and refer collectively to the approved site plan and plats for the Property and Project, including the Master Plan, as well as any and all amendments, modifications and extensions thereof as may be made from time to time.

1.11. "*Director*" shall mean each individual who is a member of the Board of Directors of the Association.

1.12. "*DUCIOA*" shall mean the Delaware Uniform Common Interest Ownership Act, 25 Del. C. § 81-101 et seq., as amended from time to time.

1.13. "*Eligible Mortgage Holder*" shall mean a holder, insurer or guarantor of a First Mortgage on a Lot or the Association Property, as applicable, who has submitted a written request for notice from The Association of amendments to this Declaration or the Association Documents, or other significant matters which would affect the interests of the Mortgagee.

1.14. "*Emergency*" and its various derivations shall mean any event, circumstance or condition created or arising out of the use, operation, or occupancy of any portion of the Property or Project, including, but not limited to, any Lot or the Association Property, which may, in the absence of immediate action by the Declarant, an Owner, or The Association, as applicable, and as otherwise provided under this Declaration (i) pose an immediate threat or irreparable harm to the Declarant, The Association, or any Owner or Association Member, or their respective successors, assigns, tenants, subtenants, agents, officers, directors, employees, agents, contractors, customers, visitors, licensees, invitees, guests, members and concessionaires or other third party or (ii) pose an immediate threat or irreparable harm or significant property damage to any portion of the Property or Project (including, but not limited to, any Lot, the Association Property) or to any property adjacent to the Property or Project or (iii) violate or result in the revocation of any or all authorizations, approvals, certificates or permits or other instruments or documents that are issued by and from any local, county, state or federal agency or body which govern the occupancy, use and operation of the Property or Project (including, but not limited to, any Lot, or Association Property) or (iv) invoke, create or impose civil or criminal liability upon the Declarant, The Association, or any Owner or Association Member by any governmental authority or third parties as a result of the acts or omissions of the Declarant, The Association, or any Owner or Association Member or (v) as reasonably determined by Declarant.

1.15. "*Facilities*" shall mean any and all improvements, structures and facilities

or other betterments, including, by way of illustration and not limitation, (i) public streets, parking areas, sidewalks, active and passive recreational facilities (including, but not limited to, to the extent included in the Development Plans, one (1) totlot, walking trails, open recreational space, entrance features or improvements, irrigation systems and street lighting, (ii) any and all storm water management facilities and utility services to the extent that the Kent County, Delaware, or any other governmental agency or third party does not assume responsibility for the maintenance, repair and replacement of the storm water management facilities, including, without limitation, drainage pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, whether such storm water management facilities are located within the Property or not, (iii) any rights-of-way, swales, culvert pipes, entry strips, gate at entrance, signage, and entrance features or improvements that are situated within or that are appurtenant to and serve the Property, including, without limitation, any landscaping and other flora and improvements situated thereon, and (iv) any other real and personal property, facilities and equipment.

1.16 Omitted

1.17 "*Lawn Area*" shall mean and refer to any portion of the front, side or rear (if applicable) yard areas of any Lot that contains grass, shrubs, bushes, trees or other planted materials.

1.18. "*Laws*" shall mean all statues, laws, rules, regulations, ordinances and similar enactments or promulgations, by and from any local, county, state or federal agency or body, including, but not limited to, environmental laws and regulations and applicable zoning, subdivision, health and building codes and any and all authorizations, approvals, certificates or permits or other instruments or documents that are issued by and from any local, county, state or federal agency or body which govern the ownership, occupancy, use, or operation (including, but not limited to, any maintenance, repair and or replacement) of all or any portion of the Property or Project, including, but not limited to, the Lots or Association Property.

1.19. "*Lot*" shall mean any one of, and "Lots" shall mean more than one of, the residential dwelling Lots in the Project containing One Fifty Nine (159) residential dwelling lots; and shall not include the Association Property, any property dedicated for public use, or other areas of the Property or Project.

1.20. "*Mortgagee*" shall mean the holder of any recorded mortgage encumbering one or more of the Lots or all or any portion of the Association Property. "Mortgage," as used herein, shall mean any mortgage held by a Mortgagee. "First Mortgage," as used herein, shall mean a Mortgage with priority over all other Mortgages. As used in this Declaration, the term "Mortgagee" shall mean any Mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association

("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot or all or any portion of the Association Property. In the event any Mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Department of Veterans Affairs ("VA"), then as to such mortgage the expressions "Mortgagee" and "institutional mortgagee" include the FHA or the VA as the circumstances may require, acting, respectively, through the Federal Housing Commission and the Secretary of Veterans Affairs or through other duly authorized agents.

1.21. "*Owner*" shall mean and refer to the record owner, whether one or more persons, group of persons, association, corporation, limited liability company, partnership, trust or other legal entity, or any combination thereof, of fee simple title to any Lot, including the Declarant, but specifically excluding those having such interest merely as security for the performance of an obligation.

1.22. "*Participating Builder*" refers to a person or entity other than the Declarant that, in the ordinary course of such person's or entity's business, constructs residential structures on any portion of the Property or Project, including, but not limited to, the Lots, for sale or lease to others.

1.23. "*Project*" as used in this Declaration shall mean and refer to the residential community, together with the improvements erected and maintained thereon, to be known as "HICKORY GLEN TOWNHOMES", consisting of the Lots and Association Property and all Facilities located on any of the foregoing referenced plats, all to be built on the Property.

1.24. "*Property*" shall mean and refer to that certain real property described on Exhibit "A" attached hereto and made a part hereof.

1.25. "*Recorder's Office*" shall mean and refer to the Office of the Recorder of Deeds in and for Kent County, Delaware.

1.26. *"Utilities*" shall mean City of Milford for water service, and City of Milford for the sewer service, their successors in interest, or such other entities that are or may become responsible for collecting, treating and disposing of sanitary sewer wastewater from, or delivering water to, Lots or Association Property and improved areas within the Property.

1.27. "*Wastewater Service Line*" shall mean the pipe, clean-outs, and fittings that lie between the structure foundation or exterior wall on any Lot and the wastewater collection system owned by the applicable Utilities.

ARTICLE II DECLARANT'S RIGHT TO SUBJECT PROPERTY TO DECLARATION

2.1. *Property Subject to this Declaration*. The Property shall be the townhouse community (RPC) with the name of "HICKORY GLEN TOWNHOMES" that is held, conveyed,

hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to all of the covenants, conditions and restrictions of this Declaration and referenced in Exhibit A hereto.

2.2. *Special Declarant Rights*.

(a) The Declarant reserves the following rights for the period from the date of this Declaration through the date thirty (30) years thereafter, which rights Declarant hereby assigns to the Participating Builder (the "Special Declarant Rights"):

(1) The right to complete or make improvements indicated on the Development Plans;

(2) the right to maintain sales offices, management offices, storage sheds/trailers, and models on Lots or on the Association Property, to the extent described in the following table:

	NUMBER	SIZE	LOCATION
Model Homes	Four (4) per Participating Builder	Per home plan prepared by applicable Participating Builder	On Lot designated by Declarant
Construction Management Offices	One per Participating Builder	Trailer of a size determined by Participating Builder	On Lot or on the portions of the Association Property designated by Declarant
Storage Shed/Trailer	Up to Four (4) per Participating Builder	Trailer/shed of a size determined by Participating Builder	On Lot or on the portions of the Association Property designated by Declarant
Sales Offices	Up to Four (4) per Participating Builder	Determined by Participating Builder	Within Model Home, or if no Model Home has been constructed by a Participating Builder, then in a trailer of a size determined by Participating Builder at a location designated by Declarant

provided that Declarant may relocate any such facility located on a Lot to any other Lot on the Property acceptable to the applicable Participating Builder from time-to-time;

(3) the right to conduct sales business and construction activities on the Property; and

(4) the right to use and permit others to use, easements through the Common Areas as may reasonably necessary for the purpose of discharging the Declarant's and Participating Builders' obligations under DUCIOA and this Declaration.

2.3. *Limitations on Special Declarant Rights*. Unless sooner terminated by a

recorded instrument signed by Declarant, any Special Declarant Rights may be exercised by the Declarant or any Participating Builder as assignee thereof for the period of time specified in DUCIOA.

ARTICLE III ASSOCIATION PROPERTY RIGHTS

3.1. *Owners' Easements of Enjoyment*. Every Owner shall have a non-exclusive right and easement (in common with others entitled thereto) of enjoyment in and to the use of the Association Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of The Association to charge reasonable and uniform admission and other fees and assessments for the use of the Association Property.

(b) The right of The Association to suspend an Owner's privileges and rights to use the Association Property and/or services provided to Owners (other than the right of an Owner to vote on any matter submitted to a vote of Owners) (i) for any period during which any assessment against such Owner's Lot remains unpaid and (ii), after notice and an opportunity for a hearing, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; provided, however, that the obligation of such Owner to pay assessments shall continue unabated during such period of suspension of voting rights or right to utilize the Association Property.

(c) The right of The Association to dedicate, sell or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by The Association Members. No such dedication, sale or transfer shall be effective without the consent of eighty percent (80%) of the total votes of the Association Members of The Association and eighty percent (80%) of the votes allocated to Owners other than the Declarant of The Association. Notwithstanding anything contained herein to the contrary, the Declarant shall retain control of all Association Property until such time as the Declarant or a Participating Builder has completed all improvements thereon, or until the end of the Declarant Control Period, whichever occurs later. Such transfer shall be evidenced by a deed to be recorded in the Recorder's Office and The Association shall not refuse to accept the conveyance of any such Association Property, provided the Association Property complies with all applicable Laws. Declarant shall have a limited irrevocable power of attorney coupled with an interest to consummate any such transfer to the extent necessary pursuant to Article II, Section 12.13 below.

(d) The right of The Association to establish uniform rules and regulations pertaining to the use of the Association Property.

(e) The right of The Association to provide for the exclusive use by specified Owners of certain designated parking spaces within the Association Property.

(f) The right of The Association, in accordance with its Certificate of Incorporation and Bylaws, and with the consent of the Declarant (for so long as the Declarant shall own any portion of the Property) and two-thirds (2/3) of the total votes of The Association Members, to borrow money for the purpose of improving the Association Property in a manner

designed to promote the enjoyment and welfare of the Association Members and in aid thereof to mortgage any portion of the Association Property.

(g) The right of The Association to take such steps as are reasonably necessary to protect the Association Property against mortgage default and foreclosures; provided, however, that such steps are in conformity with the other provisions of this Declaration.

(h) The right of The Association, acting by and through the Board, to grant easements, licenses or other rights of use of the Association Property to persons or entities that are not Association Members for such consideration and on such terms and conditions as The Board may from time to time consider appropriate or in the best interest of The Association.

(i) The right of The Association to be the lessee of any portion or all of the Association Property and the right of The Association to enforce the terms of the lease with respect to the Association Property against such property and the Owners and their guests, visitors, licensees, invitees, or lessees.

(j) The right of The Association, acting by and through The Board, to transfer or convey portions of the Association Property for purposes of adjusting the boundary lines of one or more Lots or the Association Property; provided, however, that such transfer or conveyance has been approved, as necessary, by applicable local governmental authorities or agencies, or is otherwise in conformance with applicable Laws.

(k) Kent County and/or the City of Milford shall have the authority to require the Association to perform routine maintenance and minor/major repairs as necessary to keep the property in good condition, and eliminate any health or safety concerns. If the Association does not respond to Kent County and/or the City of Milford citation within fourteen (14) calendar days, Kent County and/or the City of Milford shall have the right to perform the work itself and assess each property owner of the homeowner's Association or the Association itself with a fee to recover Kent County and/or the City of Milford costs. These fees would be recovered by Kent County and/or the City of Milford during the normal real estate tax process as a special assessment to the lot owner or the Association.

3.2. *Limitations*. Notwithstanding any other provision of this Declaration to the contrary, The Association shall have no right to suspend the right of any Association Member to use the Association Property for necessary, ordinary and reasonable vehicular and pedestrian ingress and egress to and from such Owner's Lot, or to suspend any easement, license or other property interest over the Association Property for storm water drainage, electrical energy, water, sanitary sewer, natural gas, telephones, or similar services or utilities to the Lots. The Association Property will be available for the type of active and passive recreational and open space uses contemplated under the Development Plans and the Laws. All Owners shall have the non-exclusive right (in common with others entitled thereto) to access and make reasonable use of the Association Property as described in the approved Development Plans and the Laws both before and after they are conveyed to The Association, with the exception of those areas as may be reasonably and necessarily restricted for access because of temporary safety reasons in connection with the development of the Property or Project, subject to the terms and provisions of this Declaration. In addition, the rights of The Association, as provided above, are subject to the right of the Declarant, as more fully set forth in Section 8.1 of this Declaration, to grant easements, to

utilize reserved rights and easements, and to otherwise utilize the Association Property as it deems appropriate in connection with the development of the Property and Project.

3.3. *Delegation of Use*. Any Owner may delegate, in accordance with the Bylaws and rules and regulations of The Association, such Owner's right of enjoyment to the Association Property to such Owner's family members, guests, visitors, licensees, invitees, or lessees.

ARTICLE IV ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND REPORTING

4.1. *Association Membership*. Every Owner of a Lot shall be a member of The Association provided, however, that any such person or group of persons, association, corporation, limited liability company, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Member solely on account of such interest. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

4.2. *Association Voting Rights*. (a) At all meetings of The Association the Owners of each Lot shall be entitled collectively to cast such vote or votes as provided for by the Certificate of Incorporation for The Association and the Bylaws of The Association, which vote or votes may be cast in person or proxy. (1) Unless prohibited or limited by the declaration or bylaws, pursuant to 81-310(f) of DUCIOA, any action that the association may take at any meeting of members may be taken without a meeting if the association delivers a written or electronic ballot to every member entitled to vote on the matter. A ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Owners shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership.

(b) When more than one (1) person or entity are Owners of any Lot, all such persons and entities shall be Association members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one (1) of several Owners of a Lot is present at a meeting of The Association, that Owner is entitled to cast all the votes allocated to that Lot. If more than one (1) of the Owners of a Lot is present at a meeting of The Association, and any one of multiple Owners of a Lot casts a vote allocated to such Lot without protest being made promptly to the person presiding over the meeting, then there shall be deemed to be majority agreement of the Owners. Additionally, with respect to Lots that have multiple Owners, the vote of a person named in a certificate signed by all of the Owners of the Lot and filed with the Secretary of The Association as entitled to enter the vote of such Lot shall be deemed to be a vote by majority Agreement of the Owners. Such certificate shall be valid until revoked by a subsequent certificate.

(c) Whenever the approval or disapproval of an Owner is required by DUCIOA, this Declaration or the Bylaws, such approval or disapproval shall only be made by the person who would be entitled to cast the vote for the Lot at any meeting of The Association.

(d) Except where a greater number is required by DUCIOA or the Bylaws, a majority of the votes cast in person, by proxy or by ballot at a meeting of Owners where a quorum is present shall determine the outcome of any action of The Association where a vote is

taken so long as the number of votes cast in favor comprise at least the number of votes required for a quorum for that meeting. Votes allocated to a parcel or Lot owned by The Association may not be cast and shall not be calculated either in a quorum or in any percentage of votes needed for any actions by the Owners.

4.3. *Proxies*. The Association Member entitled to vote shall, at every meeting of the members of The Association, be entitled to vote in person or by proxy, in writing and signed by such member, but no proxy shall be voted after one (1) year from its date, unless it specifically provides for a longer period. Every proxy shall be revocable, at any time, and shall automatically cease upon conveyance of the Lot. Such right to vote shall be subject to the right of the Board to close the transfer books or to fix a record date for voting members as hereinafter provided and if the Board shall not have exercised such right, no vote shall be cast at any election for members of the Board by anyone who shall have accepted membership in The Association within ten (10) days of such election. Only one (1) Association Member vote shall be cast with respect to each Lot. In the event that members who hold title to any Lot either by the entireties, or as joint tenants, or as tenants in common, attempt to cast the vote for such Lot in conflicting ways, such vote shall be recorded as a fractional vote.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

5.1. *Creation of the Lien and Personal Obligation for Assessments*. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of The Association to be commenced at the time and in the manner set forth in this Article V. Subject to Section 5.6 hereof, each third party purchaser of any Lot, not including any Participating Builder approved by Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to The Association: (i) annual assessments and (ii) special assessments. The annual and special assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien pursuant to DUCIOA § 81-316 upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a prior Owner's successors in title unless expressly assumed by such successors.

5.2. *Purpose of Assessments*.

(a) The assessments levied by the Association shall be used exclusively to (i) promote the recreation, health, safety, and welfare of the residents in the Project; (ii) for the improvement, maintenance, repair, and replacement of the Association Property; (iii) for the payment of real estate taxes, assessments and utility services for the Association Property; and (iv) for management fees, administration expenses, insurance and all other costs and expenses incurred by the Association in the proper conduct of its activities, including, without limitation, reserves for replacements or contingencies and charges accruing under any cross-easement or other agreement (including, without limitation, any such agreement for the maintenance of any

Association Property). The assessments may also be used for the operating expenses of the Association including but not limited to maintenance, repair and replacement of any property or facilities serving or appurtenant to the Project which the Association is obligated or elects to maintain whether or not such property or facilities are owned by the Association or are located within the Project.

(b) Without limiting Section 5.2(a) above, the assessments levied by the Association with respect to the Association Property shall also be used for maintenance, repair and replacement (including reserves) of any and all storm water management facilities to the extent that they are part of the Association Property, and Kent County and/or the City of Milford does not assume responsibility for the maintenance, repair and replacement of the storm water management facilities, including, without limitation, drainage pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, whether such storm water management facilities are located within the Project or not, as long as such storm water management facilities are designed to benefit or serve any portion of the Project, or are required or intended to be maintained by the Association pursuant to any easement, agreement or the direction of any governmental authority or agency. The Association shall not refuse to accept the conveyance of any such facilities from the Declarant. Such storm water management facilities may also benefit property not within the jurisdiction of the Association and the maintenance of such facilities may be set forth in a cross easement or other agreement, in which event the Association shall maintain the facilities pursuant to such agreement.

5.3. *Annual Assessments; Budgets*.

(a) After the first assessment has been made by The Association, assessments must be made annually at an amount sufficient to meet the Common Expenses of The Association. Without limiting the generality of the foregoing, The Association shall, at all times, levy and collect annual assessments in sufficient amounts to (i) maintain the Association Property in accordance with sound property and facility management standards, and (ii) establish necessary reserves for the future repair and replacement of any capital improvements compromising the Association Property. Such annual assessments shall be based on the budget adopted and ratified annually by The Association as provided in Section 5.3(b) of this Declaration. Upon resolution of the Board, installments of annual assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis. Any Owner may prepay one or more installments of any annual assessment levied by The Association without premium or penalty.

(b) The Board shall prepare a proposed budget of The Association at least sixty (60) days before the beginning of each fiscal year and set a date for a meeting of the Association. After the termination of the Declarant Control Period, the Board shall cause a summary of the proposed budget, and the amount of the assessments to be levied against each Lot for the following year, along with notice of the meeting of the Association Members to consider ratification of the budget not less than fourteen (14) or more than sixty (60) days after providing such summary, to be delivered to each Owner within thirty (30) days after adoption of the proposed budget. Unless at such meeting a majority of all Owners reject the proposed budget for the Association, such proposed budget is ratified as the budget for such fiscal year, whether or not a

quorum is present at such meeting of the Association. Notwithstanding the foregoing, however, in the event that the membership disapproves the budget or the Board fails for any reason to determine the budget for any fiscal year of the Association, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding fiscal year shall continue for the succeeding fiscal year.

5.4. *Working Capital Contributions; Assessments Upon Conveyances*. The Declarant shall establish a working capital fund for the initial and ongoing operation of the Association. Such working capital fund shall be funded by a one-time assessment of FIVE HUNDRED Dollars ($500.00) and shall be paid to the Association and shall be payable by the initial purchaser of each Lot from the Participating Builder at the earlier of settlement or occupancy of such Lot, and thereafter by subsequent purchasers of the Lot for value upon settlement of each sale and conveyance of the Lot. All such working capital funds arising from the foregoing assessments upon each conveyance of a Lot may be used by the Association towards the Common Expenses and to make up any budget deficits. If any annual budget deficit (defined as actual annual Association expenses for the Association exceeding the Association's income adjusted upwards by the amount of any annual assessments that are due and payable from Owners but remain delinquent and unpaid at the end of the applicable fiscal year) remains at the end of the Association's fiscal year for which a budget was approved by the Board during the Declarant Control Period only, after the application of all such working capital funds towards such deficit as provided above, then the Declarant shall make a nonrefundable capital contribution to the working capital fund of the Association in the amount of such remaining budget deficit.

5.5. *Special Assessments, Budget Amendments*.

(a) In addition to the annual assessments authorized by this Article, the Association may levy, in any assessment year, a special assessment or special assessments applicable to that year only for such purposes as the Board for the Association may deem appropriate, including, without limitation, for purposes of funding, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located upon the Association Property and all fixtures and personal property related thereto, and to meet unforeseen or special expenditures as well as any budget deficit. Any such assessment shall require ratification by the Association Members under the procedures described in Section 5.3(b) of this Declaration, except that if the Board by unanimous vote determines that any special assessment is required because of conditions which, if not corrected, could constitute an Emergency or reasonably result in a threat to the health or safety of the Association Members or a significant risk of damage to the Association Property, then such special assessment may be approved by the Board without the foregoing vote of the Association Members and may be effective immediately if (i) notice of the emergency assessment is promptly provide to all Owners and (ii) the Board spends the funds paid on account of the emergency assessment solely for the purposes described in the Board vote.

(b) The Association may also levy a special assessment against any Owner to reimburse such Association for costs incurred in bringing the Owner and/or such Owner's Lot into compliance with the provisions of this Declaration, or the Association Documents and rules and regulations of the Association, or any applicable Laws; provided, that

such special assessment may only be levied upon the affirmative vote of a majority of the Association's Board, after notice and an opportunity for a hearing has been provided to the Owner.

(c) With respect to The Association, any amendment to a previously approved budget may be approved under the procedures described in Section 5.3(b) of this Declaration; provided, however, that after termination of the Declarant Control Period any amendment to a budget for the then current fiscal year previously approved in accordance with Section 5.3 hereof that (i) would result in an increase in the Common Expenses of the Association in excess of fifteen percent (15%) of the budgeted amount for Common Expenses set forth in the budget for the immediately preceding fiscal year (including any increase in Common Expenses adopted in the budget for the then current fiscal year previously approved in accordance with Section 5.3 hereof), excluding however, any increases attributable to snow removal and other seasonal related expenses which are dictated by weather related factors, cost of utilities, and insurance, or (ii) would result in an increase in the annual assessments payable by the Association Members in excess of thirty percent (30%) of the budgeted amount for annual assessments set forth in the budget for the immediately preceding fiscal year (including any increase in assessments adopted in the budget for the then current fiscal year previously approved in accordance with Section 5.3 hereof), shall be approved by the affirmative vote of Association Members entitled to cast not less than sixty-seven percent (67%) of the votes of Association Members present, in person or by proxy, and voting at any meeting of the Association duly called for this purpose.

5.6 *Omitted.*

5.7 *Notice and Quorum*. Written notice of any meeting called for the purpose of establishing a special assessment or budget amendment in accordance with Section 5.5 hereof or to approve a budget increase or Special Action in accordance with Section 5.3 or Section 5.13 hereof, shall be sent to all Association Members of The Association not less than ten (10) days nor more than sixty (60) days in advance of such meeting in accordance with the Bylaws of The Association. At the first such meeting called, the presence of Association Members of The Association or of proxies entitled to cast twenty percent (20%) of the votes of the Association Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting. Notwithstanding any contrary provision in this Declaration, quorum requirements for nomination and election of the first Board of The Association consisting of Owners shall be duly satisfied if the meeting is properly noticed in conformance with the provisions of the Bylaws and the Certificate of Incorporation of The Association.

5.8 *Uniform Rate of Assessment*.

(a) Except as otherwise provided in this Declaration, annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected in advance on a monthly, quarterly, semi-annual, or annual basis in the case of annual assessments, and on a

monthly, quarterly, semi-annual, or annual basis, as to other assessments as may be determined by The Board.

(b) In the event that the actions or activities of any Owner causes or results in increased expenses for the Association, the Board of the Association may assess such increase in expenses against the Owner and such Owner's Lot, after notice to such Owner and an opportunity for a hearing. For example, and for purposes of illustration only, the Board may assess the amount of any insurance deductible paid by the Association against any Owner and such Owner's Lot if the Association is required to pay such deductible as a result of the misuse or neglect of the Owner. Such assessment shall be a lien against the Owner's Lot and shall be payable and collectible in the same manner as any other assessments required to be paid to the Association; provided, however, that the Declarant shall not be subject to any assessment based on this Section 5.8(b).

5.9. *Date of Commencement of Annual Assessments; Due Dates; Lien Docket*. The initial annual assessment shall be $600.00 per year to be paid on a monthly basis at $50 per month. Subject to Section 5.6 hereof, the annual assessments provided for herein with respect to the Association shall commence and be payable as to each Lot sixty (60) days after the date a Certificate of Occupancy has been issued for a home on the Lot. With respect to the Association, the first annual assessment for each Lot shall be adjusted according to the number of months remaining in the calendar year. The Board shall make reasonable efforts to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Annual assessments shall be payable in equal monthly installments on due dates that are established by the Board. The Association shall keep an assessment lien docket (the "Docket") at the registered office of the Association, which, at the date of recording hereof, is at _____ or such other location as the Association may determine from time to time. Immediately upon an assessment becoming delinquent as herein above provided, the Treasurer of The Association or the Treasurer's designee shall cause an entry thereof to be made in the Docket, which entry shall disclose the date the entry is made, the names of the Owners of the Lot as shown in The Association's records, the number of the Lot, the amount of the delinquent assessment, and the due date and the assessment period of the delinquent assessment. The Association may also record in the Recorder's Office a statement of lien that contains the information entered into the Docket with respect to such assessment, along with the amount paid for recording the statement and required to be paid for a termination thereof and the signature and notarized statement of an officer of the Association that the amount described in the statement of lien is correct and due and owing. Upon written request of any Owner or any attorney-at-law who certifies to The Association that such person represents an Owner of a Lot, or a prospective purchaser of a Lot or a mortgagee thereof, the Treasurer or the Treasurer's designee shall certify within ten (10) business days after receipt of such request to the inquiring Owner, attorney-at-law, prospective purchaser, or mortgagee as to the assessment status of the Lot that is the subject of the inquiry, in a written statement in form recordable in the Recorder's Office stating:

(a) Whether the current assessment(s) is paid; and/or

(b) If there are any delinquent assessments or late fees, interest or

costs, all of the information entered in the Docket with respect to the Lot which is the subject of the inquiry, together with the per diem interest thereon, to be computed on each delinquent assessment from its respective due date to the date of receipt by The Association of payment thereof in full. Upon receipt by The Association of payment of any delinquent assessment, with late fees, interest and costs, if applicable, as herein above provided, the Treasurer of The Association or such Treasurer's designee shall enter in the Docket the date and amount of the payment received, together with the notation "Paid in Full" and, if a statement of lien was recorded in the Recorder's Office with respect to such assessment, provide a termination of such statement in recordable form. A properly executed certificate of The Association setting forth the status of assessments on a Lot shall be binding on such Association as of the date of its issuance.

5.10. *Effect of Non-Payment of Assessments; Remedies of the Association*. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at a rate determined by the Board, up to the lesser of eighteen percent (18%) per annum or the maximum rate of interest permitted under the laws of the State of Delaware. The Association may also charge a reasonable late fee, & interest penalty, against any Owner (and/or such Owner's Lot) who is more than fifteen (15) days delinquent in the payment of any assessment. Additionally, the entire balance of the unpaid annual assessments for the remainder of the fiscal year may be accelerated at the option of the Board and be declared due, payable and collectible in the same manner as the delinquent portion of such annual assessment. By an Owner's acceptance of title to any Lot, each Owner shall be held to vest in the Association the right and power in its own name, to take and prosecute all actions or suits, legal, equitable, or otherwise, which may be, in the opinion of The Association, necessary or advisable for the collection of such assessments. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Property or abandonment of such Owner's Lot. The Owner shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred in connection with the collection of assessments if not paid when due. This Section shall not be deemed to limit or waive, and shall be without prejudice to, any and all rights, remedies, or recourses as may be available to the Association pursuant to DUCIOA or otherwise for non-payment of assessments.

5.11. *Subordination of the Lien to Mortgages*. The lien of the assessments provided for herein shall be subordinate to the lien of any Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, except for liens or claims for a pro-rata share of such assessments resulting from a pro-rata reallocation of such assessments to all Lots, including the mortgaged Lot. However, the Lien for Assessments provided for by DUCIOA section 81-316 as amended from time to time shall continue. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any Mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment. Except where an Emergency requires an expenditure to prevent or minimize loss from further

damage to, or deterioration of, the Association Property, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Board and by the affirmative vote of Association Members entitled to cast not less than sixty-seven percent (67%) of the votes of all Association Members present, in person or by proxy, and voting at a meeting of the Association duly called for this purpose.

5.12. *Reserve Fund Budget and Contribution*. The Board of the Association shall annually prepare a reserve fund budget which shall take into account the number and nature of the replaceable assets of the Association, the expected life of each asset, and the expected repair or replacement cost of each asset. The Board shall set the required reserve fund contribution in an amount sufficient to meet the projected reserve needs of the Association, as shown on the reserve fund budget, with respect both to amount and timing by the imposition of annual assessments over the period of the budget. The reserve fund contribution shall be fixed by the Board and included within the budget and assessment, as provided in Section 5.3. Such reserve fund contribution shall be payable as part of the general annual assessment, applicable to all Lots (except as otherwise provided in Section 5.6), to the extent such reserve fund will be utilized to replace assets which are determined by the Board to benefit substantially all Owners. Reserves may also be maintained for operating contingencies and insurance deductibles. A separate, interest-bearing reserve fund account shall be established and maintained by The Association. All reserve funds shall be expended only for the purposes collected. A copy of the reserve fund budget shall be distributed to each Owner in the same manner as the operating budget.

ARTICLE VI ARCHITECTURAL CONTROL

6.1. *General Provisions*. In order to encourage harmonious architectural design and to protect the visual integrity, architectural spirit and long-term property values of the Lots and Association Property, the Declarant has established the HICKORY GLEN Architectural Review and Design Committee (the "ARC"). Subject to Article XIII hereof, no dwelling, structure, improvement, landscaping or other man-made object, including, but not limited to, buildings, decks, patios, porches, pools, hotubs, ponds, gardens, driveways, paved areas, satellite dishes, radio antennas, communications equipment or facilities, fences, walls, together with all forms or types of landscaping located on any portion of the Lots or Association Property (collectively, the "Improvements") shall be designed, constructed, maintained, altered, extended, added to, removed or otherwise modified without the expressly written consent and approval of the ARC. In addition and subject to Article XIII hereof, no Improvements, once approved by the ARC shall be altered, extended, added to, removed or otherwise modified, nor shall any additional structures of any nature be erected, used or maintained nor shall any exterior change or alteration be made (including, but not limited to, exterior facade color changes or change in grade or drainage) to the Improvements except in accordance with any Design Guidelines adopted by the ARC from time to time and this Declaration, as applicable. Notwithstanding the foregoing and anything contained herein to the contrary, any Improvements marketed or sold by Declarant or by a Participating Builder or their respective assignees shall be deemed to have complied with any Design Guidelines adopted by the ARC and are presumed to have been pre-approved by the Declarant and the ARC,

without the need or obligation to obtain any approvals or authorizations from either the Declarant or the ARC (the "Pre-Approval").

6.2. *Design Committee*. The Declarant has established the ARC which shall consist of three (3) members. The Declarant shall appoint the initial three (3) members during the first three (3) years that the ARC is in existence. Thereafter, the Declarant shall appoint two (2) members (for so long as Declarant still owns a Lot) and the Association shall elect one (1) member (until such time as Declarant no longer owns any Lot, whereupon the Association shall elect all three (3) members). ARC members may be either individuals or any form of entity, including, but not limited to, a corporation, limited liability company, partnership or trust, provided all such members shall be either an Owner, a designee of the Declarant, or an architect licensed in the State of Delaware (individually an "ARC Member" and collectively the "ARC Members"). The regular term of office for each ARC Member shall be one (1) year, measured from the date of such ARC Member's appointment and/or election. Declarant may remove with or without cause any ARC Member appointed by the Declarant at any time by written notice to such appointee. A successor or successors appointed to fill such a vacancy shall serve the remainder of the term of the former ARC Member. Any ARC Member elected by the Association may be removed only in accordance with the Bylaws of the Association. The ARC shall select its own Chairman and such Chairman, or in his or her absence the Vice Chairman, shall be presiding officer at its meetings. The ARC shall meet at least once in each calendar month if there are matters to be reviewed or upon call of the Chairman whenever he deems necessary in order to discharge its obligations and responsibilities hereunder, including rendering any decisions specified in this Article VI or the Design Guidelines. All meetings shall be held at the offices of the Association or at such other reasonable place as may be designated by the Chairman. A majority of the ARC Members shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the ARC Members shall constitute the action of the ARC on any matter before it. The ARC shall operate in accordance with its own rules of procedure, and these rules shall be filed with the Association. The ARC shall be authorized (but not obligated) to retain the services of consulting architects, landscape architects, community planners and/or attorneys to advise and assist the ARC in performing the design review functions herein prescribed. Any such professional must be licensed to practice its profession in the State of Delaware. The ARC shall keep accurate records of its membership and actions and shall from time to time, as warranted, notify all Owners of any change in the membership of the ARC as a result of resignations and replacements of ARC Members. The ARC may establish its own rules for the conduct of its meetings and its decision making process which shall which shall be adopted, promulgated, applied and enforced in a uniform and non-discriminatory manner among the Owners.

6.3. *Criteria For Submission, Review and Decisions or Plans*.

(a) Any request from an Owner for any Improvements shall be in writing and shall be submitted to the ARC in accordance with and pursuant to the Design Guidelines.

(b) In passing upon any plans and specifications submitted by an Owner, the ARC, in accordance with the provisions of this Declaration and the Design Guidelines, shall consider the aesthetic suitability and harmony of the Improvements to be constructed, to and with

that portion of the Lot or Association Property, as applicable, on which it is proposed to be located; the comparability of the height, profile and color scheme with neighboring residences whether existent, under construction, or approved for construction; the impact of the item to be constructed on the environment, including, but not limited to, the preservation of trees and open spaces, and surface water drainage; the effect of the proposed Improvement and its planned usage and purpose, on the outlook of neighboring Lots and Association Property; and the quality of the materials to be used in construction and the proposed method of construction including, but not limited to, the effect of lighting and signage upon neighboring Lots and Association Property. No exterior colors or materials installed or approved by the ARC shall be changed through replacement, repair, redecoration, repainting or otherwise, except upon prior submission to and approval by the ARC, which approval may be withheld in the ARC's reasonable discretion. With respect to Improvements such as, but not limited to, driveways and turnarounds, pools, fences, walls, recreational facilities, barbeques and patios, the ARC shall have the right in its absolute and sole but good faith discretion to prohibit such Improvements altogether if in the opinion of the ARC the construction and use of such Improvements will necessitate the removal of valuable trees, cause drainage problems, or have a detrimental effect on the outlook from or use of neighboring Lots or Association Property.

(c) In the event that repair, replacement or other work on Improvements becomes necessary, or the erection of any additional structures is necessary, then any such work shall, to the extent practicable, be performed so that the condition and appearance is equal to and identical to the condition and appearance of the dwelling, building, structure or improvement as originally constructed, or with respect to additional structures, the construction and appearance is in architectural harmony with the Improvements as originally built and developed under this Declaration.

(d) The ARC reserves the right to approve in advance proposed architects, builders and landscape designers.

6.4. *Review Fee*. Except for Improvements to be constructed by Declarant or any Participating Builder, any application to the ARC for review shall be accompanied by a reasonable application fee (as determined and published to the Owners from time to time by the ARC) to defray the cost of professional services that the ARC may reasonably incur to properly evaluate the plans and specifications (the "Plans and Specifications") provided by an Owner with respect to the Improvements which such Owner requests approval of pursuant to this Declaration and the Design Guidelines (the "Review Fee"). The ARC may waive the Review Fee on a case by case basis if the application for any such Improvements does not require the ARC to incur any professional fees or services in connection with its review and evaluation of the Plans and Specifications. The Review Fee shall be non-refundable unless the applicant withdraws its application prior to the ARC incurring any professional fees or expenses in connection with its review and evaluation of the application. All Plans and Specifications submitted to the ARC shall be retained by the ARC and shall not be returned to the applicant, unless the ARC elects to do so.

6.5. *Review and Decision Process*. Within thirty (30) days after the Owner has

submitted all the required Plans and Specifications to the ARC, the ARC shall notify the Owner in writing whether such Plans and Specifications are either approved or disapproved. Any disapproval or objections shall be in writing and shall be detailed and shall include an explanation for the basis or reason for such disapproval or objections, together with such reasonable changes, modification or other alterations and recommendations as appropriate or practicable that would render the Plans and Specifications acceptable to the ARC and in compliance with the review and approval criteria established under this Declaration. In the event Declarant fails to approve or disapprove an Owner's submission of the Plans and Specifications in writing within the aforementioned thirty (30) day period, then the ARC's approval shall be conclusively presumed to have been granted, provided, however that the aforesaid presumption shall not be deemed a waiver of the applicable provisions of this Declaration or be deemed to be the prior written approval of the ARC under any specific provision herein. No construction of the Improvements provided for in the submitted Plans and Specifications shall be commenced until the expiration of the aforementioned thirty (30) day period or the receipt of the ARC's written approval of the Plans and Specifications, whichever occurs first.

6.6. *Time for Review of Revised Plans and Specifications*. In the event the ARC shall disapprove any part of the Plans and Specifications as submitted in accordance with this Article, then the Owner shall have the opportunity to revise its Plans and Specifications to incorporate such changes, modifications, additions or deletions, as applicable, and shall resubmit the revised Plans and Specifications to the ARC, if the Owner so chooses, together with an additional Review Fee and the ARC shall have thirty (30) days within which to review such revised Plans and Specifications and to determine the Owner's compliance with the ARC's designated changes. In the event the ARC fails or neglects to advise the Owner in writing of whether or not such revised Plans and Specifications are in compliance (or non-compliance) within the aforementioned thirty (30) day period, then Declarant's approval shall be conclusively presumed to have been granted subject to the conditions provided for in paragraph (f) above applicable to such presumption. Any disapproval by the ARC of such revised and resubmitted Plans and Specification shall be communicated to the Owner in a written response in accordance with the details required for the ARC's approval as provided in paragraph (f) above.

6.7. *Changes in Approved Plans and Specifications*. Once the ARC has approved an Owner's Plans and Specifications and the Improvements, then the Owner shall not change, revise or otherwise modify the approved Plans and Specifications or the Improvements without first securing the ARC's written approval in the manner prescribed under this Article. Declarant shall endeavor to review such changes, revisions or other modifications within a shorter period of time than the aforementioned thirty (30) day period but shall not be required to do so.

6.8. *Approval for Landscaping Plans*. Landscaping shall be approved by the ARC in the same manner as set forth above. In addition to all applicable foregoing guidelines no excavation shall be made, or fill, sand, gravel, crushed stone, brick, asphalt, concrete or the like be placed, set or poured on any portion of the Lots or Association Property, so as to cause any blatant and material change in the appearance of such portion of the Lots or Association Property, as applicable, from the street or from any neighboring portion of the Lots or Association Property, as applicable, unless the ARC shall first have consented in writing. No fences, walls, hedges or other

barriers shall be erected on any portion of the Lots or Association Property, as applicable, without the approval of the ARC, and no existing fences, hedges or barriers shall be removed without the approval of the ARC.

6.9. *Dispute Resolution Process*. If any Owner or the Declarant believes that either the disapproval of any Plans and Specifications submitted by the Owner to the ARC or the ARC's proposed changes to such Plans and Specifications that may be required for the ARC's approval, or any of the Pre-Approvals are arbitrary and capricious, then any such Owner or the Declarant may, as its sole and exclusive remedy, submit such dispute to the Dispute Resolution Process set forth in Section 12.15 herein. The parties to any such dispute agree to reasonably cooperate; to obtain the cooperation of their employees, agents and contractors, as applicable; to use reasonable efforts to supply as witnesses such employees, agents and contactors, as applicable; and to produce any relevant documents that may be assessed or required. In no event shall the ombudsperson be authorized or empowered to award any damages or costs to the prevailing party except as expressly set forth above and in no event shall the ombudsman award any general, special, consequential or punitive damages whatsoever.

6.10. *Approvals/Disapprovals*. Neither the ARC, nor the ARC Members, its agents, employees, representatives, and its successors and assigns shall be liable or responsible for any damages to any Owner or to any other person submitting Plans and Specifications to the ARC for approval or to any third party by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any Plans and Specifications. Every person who submits Plans and Specifications to the ARC for approval, as provided herein, agrees, by submission of such Plans and Specifications, and every Owner or person claiming by or through the Owner agrees, by acquiring title to any Lot or any interest in any Lot, that it shall not initiate, commence or prosecute any action, claim or suit against the ARC, the ARC Members, its agents, employees or representatives to recover any such damages, including, but not limited to, special, consequential or punitive damages with respect to any approval, denial or failure to approve any Plans and Specifications and such Owner shall indemnify and hold the ARC and the ARC Members harmless from and against any and all such damages.

ARTICLE VII USE RESTRICTIONS

Subject to Article XIII hereof and in addition to all other covenants contained herein, the use of the Lots and Association Property, is subject to the following:

7.1. *Permitted Uses*. All buildings located or erected on any Lot shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one used for residential purposes, except that a home-based business may be maintained within such a building, provided that (i) such maintenance and use is limited to the person actually residing in such building; (ii) no employees or staff other than a person actually residing in such building are utilized; (iii) no clients or customers of such business visit such building; (iv) the number of persons, other than clients or customers, that shall visit such business and the frequency of such visits shall be kept to a reasonable minimum, as determined in the sole discretion of the Association's Board; (v) such maintenance and use is in strict conformity

with the provisions of any applicable Laws; (vi) the person utilizing such business maintains a principal place of business at a location other than such building; (vii) such business uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors and does not cause an increase of Common Expenses that can be solely and directly attributable to the business; and (viii) such business does not involve the use, storage or disposal of any materials that the United States Secretary of Transportation or the State of Delaware, Kent County, City of Milford or any local governing body designates as hazardous material. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant or a Participating Builder from using any portion of the Property or the Project, or any improvements thereon, for storage, promotional or display purposes, as "model homes," as sales and/or construction offices, or the like.

7.2. *Prohibited Uses and Nuisances*. Except for the activities of the Declarant and any Participating Builder during the construction and development of the Property and Project, or except with the prior written approval of the Association's Board and the Declarant, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any building or the Association Property:

(a) No noxious or offensive trade or activity shall be carried out upon any portion of the Property or Project, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes as well as outdoor speakers and associated equipment installed by any Participating Builders (as approved by the Declarant) as part of the building and improvements constructed on a Lot, shall be located, installed, maintained or replaced upon the exterior of any building or other improvements constructed upon any portion of the Property or Project.

(b) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any portion of the Property or Project or within any building or other improvement located thereon, except that this shall not prohibit the keeping of a reasonable number of dogs, cats, caged birds or other small domestic animals as pets not to exceed four (4) provided (i) they are not kept, bred or maintained for commercial purposes; (ii) such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Owners; and (iii) such pets are maintained in strict conformance with all Laws. The Association's Board shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Owners, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by all Laws. Pets shall not be permitted upon the Association Property unless accompanied by a responsible person and unless they are carried or leashed. Pets shall not be permitted upon the Property except as provided in the Property Rules and Regulations. The Board shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any

other kind shall be permitted on any portion of the Property or Project. Firewood shall be neatly stacked in the rear yard areas of the Lots. This subsection (c) shall not be applicable to the Declarant or any Participating Builder during the construction and development of the Property or Project.

(d) Except for parking within garages, and except as herein elsewhere provided, no junk vehicle, commercial van or commercial truck (except pick-up trucks or sport utility vehicles or jeeps), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle that would not pass applicable state inspection criteria), trailer, mobile home, camp truck, house trailer, recreational vehicle, boat or other similar vehicles, machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling or grounds and except for such equipment and machinery as The Association may require in connection with the maintenance and operation of the Association Property) shall be kept upon the Property, including any Lot or upon the public or private streets within or adjacent to the Property , nor (except for bona fide Emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon; provided, however, any trailer, mobile home, camp truck, house trailer, recreational vehicle, boat or other similar vehicles that are either owned, rented or leased by an Owner may be temporarily kept upon the Owner's Lot (but not any adjacent portions of the public or private streets) solely with respect to either cleaning, loading or unloading any of the foregoing described vehicles, or picking up or discharge passengers therefrom for a reasonable period of time not to exceed forty eight (48) hours or on a regular basis. Commercial van or truck is defined as a vehicle with advertising material displayed on the vehicle with words larger than two (2) inches in print and which is used for business purposes, including vehicles that have work gear installed on the vehicle with has the appearance for business use. This subsection (d) shall not be applicable to the Declarant or any Participating Builder during the construction and development of the Property or Project.

(e) Trash and garbage containers shall not be permitted to remain viewable from any surrounding property or street except on days of trash collection and the evening prior to such days of trash collection longer than 24 hours. No incinerator shall be kept or maintained upon any portion of the Property or Project. No garbage or trash containers shall be kept on the front yard of any Lot and garbage and trash containers kept or maintained in the side or rear yard of any Lot shall be screened from public view at all times. This subsection (e) shall not be applicable to the Declarant or any Participating Builder during the construction and development of the Property or Project.

(f) No Lot shall be further divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to (i) prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to The Association, Declarant, or any other individual or entity for any purpose, or (ii) prohibit minor boundary line adjustments between adjoining Owners or between any Owner and the applicable owner of the Association Property, as applicable, if done in accordance with applicable Laws. Further, the provisions of this subsection shall not be deemed to preclude any Owner from granting an easement or right-of-way

to any municipality, political subdivision, public utility or other public body or authority, or to The Association, to serve necessary public purposes, or from dedicating or conveying a portion of such Owner's Lot for such purposes.

(g) No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways. Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on any portion of the Property or Project which would impede The Association's ability to perform its obligations as set forth in this Declaration, or which would be inharmonious with the aesthetics of the Property and

(h) No decorative lawn ornament, no structure of a temporary character, and no tent, shack, storage shed, barn, pen, kennel, run, stable, or other similar structure or building shall be erected, used or maintained on any portion of the Property or Project at any time. This subsection (h) shall not be applicable to the Declarant or any Participating Builder during the construction and development of their respective Lots. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Lot owners dwelling and lot area in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. As part of the Rules and Regulations, the Association may establish reasonable standards and guidelines for holiday lights, including the right to require the removal of any excessive lighting that creates a nuisance to adjacent or adjoining Lot Owners.

(i) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such sales and promotional sign or signs as may be maintained by or with the written consent of the Declarant or the Association, or except as may be expressly permitted pursuant to applicable law, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any portion of the Property or Project; provided, however, that one temporary real estate sign not exceeding twelve inches by eighteen inches (12" x 18") in area may be placed and maintained in the window inside of the dwelling or on the exterior wall of the Unit or area appurtenant to the Unit, in the case of any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed within five (5) days of the settlement of the sale or rental of such dwelling. The provisions and limitations of this subsection (i) shall not apply to any institutional first mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure. This subsection (i) shall not be applicable to the Declarant or any Participating Builder during the construction and development of their respective Lots.

(j) No water pipe, sewer pipe, gas pipe, drainage pipe, cable or other similar transmission line shall be installed or maintained upon any portion of the Property or Project above the surface of the ground and no wire, cable or other similar transmission line may be attached to the exterior of any structure on any portion of the Property or Project; provided, however, that such pipes, transmission lines, wires or cables providing utility services to any portion of the Property or Project (including, but not limited to, electricity, telephone, gas, water, sewer and cable television) shall be permitted. Agricultural Wells servicing an individual lot or any part of the Project shall be permitted subject to the approvals of the state agencies regulating same.

(k) No structure, planting or other material shall be placed or permitted to remain upon any portion of the Property or Project which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard the direction or flow of any drainage channels.

(l) Vegetable gardens shall be maintained only within the rear yard of any Lot and shall be maintained in a neat and attractive manner.

(m) Lawn furniture shall be used and maintained on Lots in rear yards or decks only, unless otherwise determined by the Association's Board, and shall be maintained in a neat and attractive manner.

(n) No equipment or machinery (including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling) shall be stored in the front, rear or side yard of any Lot.

(o) No Association Member shall make any private, exclusive or proprietary use of any of the Association Property and no Association Member shall engage or direct any employee of The Association on any private business of the Association Member during the hours such employee is employed by The Association, nor shall any Association Member direct, supervise or in any manner attempt to assert control over any employee of The Association.

(p) Any fence constructed upon the Property or Project shall not extend forward of the rear building line of the dwelling on any Lot upon which any such fence is erected and shall not otherwise impede or interfere with the proper drainage of any drainage swales or other drainage or storm water related facilities. No fence shall be constructed or maintained upon a Lot until the plans for the same have been approved in writing in accordance with the provisions of Article VI herein. No fence shall be more than four six (6') in height or such other height as permitted under the applicable codes or ordinances of Kent County and/or the City of Milford. Such fences shall be constructed of either (1) anodized aluminum or vinyl and shall be either white in color for vinyl or black for aluminum and (2) shall be in one of two (2) available styles of fencing that are available to choose from and have otherwise been approved in writing pursuant to Article VI herein. All other types, materials and colors of fencing are specifically prohibited, including but not limited to chain link and split rail. Notwithstanding the foregoing, this subsection (p) shall not apply to fences installed by or on behalf of the Declarant or a Participating Builder during the construction and development of the Property or Project, which in the sole opinion of the Declarant or Participating Builder, as applicable, shall be required, convenient or incidental to the Declarant's or Participating Builder's, as applicable, construction, development, marketing, leasing and sales activities within the Property or Project. When possible, it is encouraged that fences along common boundary lot lines be shared by adjacent lot owners.

(q) Bed sheets, plastic sheets, newspapers, plastic storm windows or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot.

(r) All on-Lot lighting shall be designed and mounted in accordance with the terms of the Design Guidelines and as otherwise provided under this Declaration. Any such lighting shall be generally directed in such a manner to enhance the immediate area around any dwelling on a Lot and shall not be directed toward other dwellings on adjacent Lots or properties surrounding the Property or Project, so as to be a nuisance to adjacent Owners or landowners outside of the Property or Project.

(s) No drying or airing of any clothing or bedding shall be permitted outdoors and within any Lot other than within rear yards, and clothes-hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight when not in use.

(t) No shed erected on a Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No garage may be altered, modified or changed in any manner which would inhibit or in any way limit its function as a parking area for vehicles without obtaining prior written approval pursuant to this Declaration. Notwithstanding the foregoing, any Lot owned by the Declarant or a Participating Builder upon which is situated a dwelling in which the garage has been modified to serve as living area or marketing/sales area shall be exempt from this paragraph and any grantee of the Declarant, and such grantee's successors and assigns, shall also be exempt until such time as the garage is restored or a garage is constructed on such Lot. Except when being used as an entrance or exit, garage doors shall be maintained in a closed position at all times.

(u) No decorative flags and associated poles or other related supports shall be erected, displayed or maintained on any Lot or the Property except for flags permitted by Federal and State laws or those suspended on poles or supports no longer than five (5) feet in length which are attached to the front porch or garage of a dwelling unit on such Lot and as otherwise provided pursuant to Section 7.6.

(v) Mailboxes are installed cluster boxes approved only by the United States Postal Service.

7.3. *Satellite Dishes*. Installation of antennas, including satellite dishes, shall be governed by this Section and such other additional reasonable rules and regulations regarding the location and screening of any such items that the Board of the Association shall impose from time to time. The Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996 (the "FCC Rule"), preempting certain restrictions concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas (collectively, "Antennas"). The requirements set forth in this Section are generally consistent with the FCC Rule; however, because the FCC Rule is subject to change or modification, the Board of the Association reserves the right to amend and modify any requirements governing installation, maintenance, and use of Antennas, which may be more restrictive than as set forth herein and which may, in the discretion of the Board of the Association, be applied retroactively. Antennas not covered by the FCC Rule, including satellite dishes in excess of one (1) meter in diameter, shall not be installed on the exterior portions of any Lot or dwelling without prior written approval as required by Article VI. Antennas situated entirely within a dwelling, and not visible from the exterior are permitted. Antennas covered by the FCC Rule, including satellite dishes of one (1) meter or less in diameter, are permitted within a Lot, provided such Antennas shall not be visible from the front elevation of the Lot; provided, however, that nothing herein requires installation of such an Antenna in a location from which an acceptable quality signal cannot be received, as certified in writing by a licensed installer or which causes an unreasonable delay or cost increase in such installation.

7.4. *Leasing and Transfers*. All leases of dwelling units on all Lots shall (i) be for a period of no less than thirty (30) days, (ii) contain provisions advising the tenant of his or her

obligation to comply with all provisions of this Declaration, the Association Documents and the rules and regulations of the Association, (iii) contain provisions prohibiting subleasing of all or part of the property, and (iv) provide that the Association shall have the right, in addition to all other rights provided by DUCIOA and any other applicable Laws, to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Association Documents or the rules and regulations of the Association, or of any other document, agreement or instrument governing the dwelling units Property or Project. The Owner(s) of a leased or rented dwelling unit on a Lot shall notify the Association in writing of the Owners' current address. The Owner(s) of a leased or rented dwelling unit on a Lot shall be jointly and severally liable with his tenant(s) to the Association to pay any claim for injury or damage to persons or property caused by any action or omission, including, without limitation, the negligence of the tenant(s). Every lease shall be subordinate to any lien filed by The Association, whether before or after such lease was entered into.

7.5. *Parking*. Parking within the Lots and Association Property shall be subject to the following restrictions:

(a) The Association shall be entitled to establish supplemental rules concerning parking and traffic control on any portion of the Lots and the Association Property owned by such Association, including, without limitation, providing for reserved parking which allows the exclusive use of one or more parking spaces located upon the Association Property by one or more Owners and/or the involuntary removal of any vehicle violating the provisions of this Declaration and/or such rules.

(b) Each Owner shall comply in all respects with such supplemental rules which are not inconsistent with the provisions of this Declaration that the Board may from time to time adopt and promulgate with respect to parking and traffic control within the Lots and Association Property, and the Board is hereby authorized to adopt such rules.

(c) Parking shall be prohibited in the turn-arounds, fire lanes and cul-de-sacs located on the Association Property as provided on the Development Plans.

7.6 Rules and Regulations. The Association shall have the right to adopt rules and regulations in accordance with § 81-320 of DUCOIA governing the use by the Owners of the Association Property and/or Lots, which rules and regulations shall not apply to any Participating Builder and which shall not be inconsistent with the provisions of this Declaration. Such rules and regulations may include the regulation of rentals in the Project and govern specific leasing standards, including, but not limited to, permitted signage or advertising, minimum lease terms and maximum number of occupants permitted to occupy a main dwelling, the display of American flags or other flags (consistent with federal law, § 81-320 of DUCIOA and Section 7.2(u) above, as applicable) and/or the display and placement of political signs (consistent with § 81-320 of DUCIOA). Any rules and regulations adopted by The Association shall be a governing document of the Association.

7.7 *Exemptions*. None of the restrictions and provisions set forth in Sections 7.2 through 7.7 above shall be applicable (i) to any portion of the Property or Project owned by the Declarant or a Participating Builder or to the activities of the Declarant or a Participating Builder, and their officers, employees, agents and assigns, in their development, marketing, leasing and sales activities within the Property and Project or (ii) to The Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Association Property.

7.8. *Notice of Special Provisions Regarding the Property and Project*.

(a) The Property and Project are located in the vicinity of land used primarily for agricultural purposes on which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may in the future involve noise, dust, manure and other odors, the use of agricultural chemicals and nighttime farm operations. The use and enjoyment of the Property and Project is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.

(b) The streets designated on the Development Plans are intended to be maintained by the Association in perpetuity.

(c) The Property may contain regulated wetlands. Activities within any such wetlands may require a permit from the U.S. Army Corps of Engineers and/or the State of Delaware.

ARTICLE VIII DECLARATION OF EASEMENTS AND RIGHTS

8.1. *Declaration of Easements and Rights*. Subject to Article XIII hereof, the following easements and rights are hereby declared or reserved:

(a) For so long as Declarant owns any Lot or any portion of the Property or Project, Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over all or any portion of the Property or Project, including but not limited to the Utilities.

(b) Declarant declares that there is planned to be a commercial parcel at the entrance to the development. There shall be a shared maintenance responsibility for the development entrance required by the Homeowner's Association as well as for the signage constructed at said entrance. The Association is hereby subject to the non-exclusive, perpetual easement and right of passage, for the benefit of the Association Members, as well as the other parties to said Easement for ordinary and reasonable vehicle, pedestrian ingress and egress over, across and upon the access easement.

(c) Each Lot and the Association Property are hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots and the Association Property for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural

or other appendages, draining of rainwater from roofs, or any other similar cause, there shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of any Owner if said encroachment occurred due to the willful misconduct of said Owner. In the event a structure on any Lot or the Association Property is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot, and the Association agree that minor encroachments over adjoining Lots or Association Property shall be permitted and that there shall be easements for the maintenance of said encroachments so long as they shall exist.

(d) There is hereby reserved unto the Declarant and each Participating Builder (and their successors and assigns to whom such easement has been specifically assigned in writing), for the benefit of the real property shown on the Development Plans, and for the benefit of the Declarant and its agents, a non-exclusive, perpetual blanket easement upon, across, over and under the Property and Project (provided such easement does not encroach upon any building within the Property or Project or unreasonably interfere with the use and enjoyment of the Property or Project) for vehicular and pedestrian ingress and egress, curb cuts, slope, and grading easements, as well as for the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or siltation, gas, propane, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property or Project from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles, pipes, lines, service boxes, and other equipment on the Property or Project, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, and/or propane lines, on, above, or below any portion of the Property or Project, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property or Project. There is further reserved unto the Declarant and Participating Builders the right to erect entry features, promotional and other similar items within the Property or Project provided they do not unreasonably interfere with the use, operation and enjoyment of the Property or Project. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property or Project in furtherance of the blanket easement created by this subsection. Further, without limiting the generality of the foregoing, the Declarant reserves the right to unilaterally execute and record such additional easements and agreements as may be necessary in order to give effect to the foregoing easements and other rights, which additional easements and other agreements need not be consented to or joined in by any party having an interest in the Property or Project; provided, however, that if requested by the Declarant, any party having an interest in the Property or Project shall promptly join in and execute such confirmatory easements and other agreements.

(e) The Association Property is hereby subject to a non-exclusive, perpetual easement and right of passage, for the benefit of the Association Members, for ordinary and reasonable pedestrian ingress and egress over, across and upon any sidewalk, trail or walkway (or the replacement thereof) constructed within the Association Property that may reasonably be deemed to have been constructed or intended for pedestrian use.

(f) An easement is hereby reserved to Declarant and each Participating Builder to enter the Lot and Association Property during the period of construction and sale of the Lots and Facilities located thereon, and to maintain the Property and perform such operations as in the sole opinion of Declarant or Participating Builder, as applicable, may be reasonably required, convenient or incidental to the construction of the Facilities and for the construction and sale of residences, including, without limitation, an easement for the following purposes: (i) ingress and egress to and from any and all portions of the Property and Project by trucks, construction equipment, construction personnel and the like; (ii) to construct, install, reconstruct, alter, modify, remove and replace the Facilities or any other improvements within the Property and Project; (iii) to excavate, fill and coordinate the height, grade, slope and contour of the Property and Project, and to add and remove soil from the Property; and (iv) for the conduct of all other development, construction, marketing, sales, leasing and related activities as may be deemed necessary or desirable by the Declarant and Participating Builders to implement the Development Plans, to comply with requirements imposed by Kent County and/or the City of Milford, or any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Property or Project, and/or to comply with applicable Laws.

(g) An easement is hereby reserved to Declarant and each Participating Builder to enter the Lot and Association Property for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property, Project, Lots, and Association Property or the improvements thereon. There is further reserved unto the Declarant and each Participating Builder and their agents a non-exclusive easement over, across and through all of the Property and Project for the purpose of access, the storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the development, construction, rehabilitation and repair of the Property or Project.

(h) The Declarant reserves a perpetual blanket easement and right on, over and under the Property and Project to establish, maintain, change and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Any provision hereof to the contrary notwithstanding, the Declarant shall have no obligation whatsoever to perform any work or to take any action regarding drainage of surface water within the Property or Project. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action as may be reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an Emergency exists which precludes such notice. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property or Project in furtherance of the blanket easement created by this subsection.

(i) The rights and duties of The Association and the Owners with respect to all public and/or private utilities serving and/or benefiting all or any portion of the Property or Project, including, without limitation, water, sewer, gas, propane, electricity, cable

television, telephones, storm drains, down spouts, yard drains, and all pipes, wires, cables, conduits, transmission lines and other related facilities and equipment (collectively, the "Utilities") shall be governed by the following:

(1) Each Lot is hereby subject to a non-exclusive perpetual easement and right of passage upon, across and under such Lot, for the benefit of the Declarant, The Association and Owners of all other Lots for the installation, maintenance, repair, replacement, inspection, operation and use of all Utilities. The Owner of any Lot and the Declarant and The Association shall each have the right, and they are hereby granted an easement and right of passage to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property or Project in which the Utilities lie, to inspect, repair, replace and generally maintain such Utilities.

(2) The right granted in subsection (1) above shall be only to the extent necessary to entitle the owner of the property serviced by the Utilities (including the Declarant as the owner of any Lot, and The Association as the owner of the Association Property) to their full and reasonable use and enjoyment of such property, and provided further that anyone exercising such right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(j) Each Lot is hereby subject to an easement and right of passage upon, across and under such Lot for the drainage and discharge of water from any storm drain, down spout or yard drain situated on another Lot or Association Property and the Owner of such Lot may not alter or obstruct such drainage or flow of water to the detriment of any Lot or Association Property.

(k) The Association shall have an easement to enter any portion of the Property or Project for the performance of its duties hereunder, including, without limitation, fenced, or other similar areas of the Property or Project.

(l) With respect to any step, patio, deck, downspout or yard drain or other similar structure that may benefit any Lot and is constructed by the Declarant or any Participating Builder and that may encroach upon any portion of the Association Property, there is hereby reserved for the benefit of the Lot that such step, patio, deck, downspout, drain or other structure serves, a perpetual easement for the location, maintenance, repair and use of such structure or items within the Association Property, but only to the extent that the Declarant's or Participating Builder's original construction thereof encroaches within the Association Property. The Owner of the Lot benefiting from such easement agrees to maintain such structure or item and to indemnify and hold the Association harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement granted hereby.

(m) There is hereby created for the benefit of each Lot that is enclosed, in whole or in part, by any wooden, brick, stone or other similar fence and/or wall constructed by the Declarant or any Participating Builder, a perpetual easement to use any portion of the Association Property that may be located between such fence and/or wall and the record platted

lot line for such benefited Lot. The obligation to maintain such portion of the Association Property shall be that of the Owner of the benefited Lot, and the obligation to maintain such portion of the wooden, brick, stone, or other similar fencing as is located within the Association Property, and that encloses the benefited Lot, in whole or in part, shall be that of the Association. The Owner of any Lot benefiting from the foregoing easement agrees to indemnify and hold The Association harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement rights provided for herein.

(n) A mutual right and easement for utility services is hereby established for the benefit of all Owners, and the Association, such that no action which would in any way interfere with utility services being provided to any Owner or the Association within the Property or Project shall be taken by any Owner or such Association. If a Lot contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners of Lots or the Association, then the Owner of such Lot shall promptly, at such Owner's expense, repair any damage to such utilities caused by the Owner, or such Owner's tenants, lessees, agents, guests, invitees, licensees or family members.

(o) The Association and its agents and employees, shall have an irrevocable right and an easement to enter the Lots and the Association Property for purposes of exercising the rights and fulfilling the obligations established by this Declaration.

(p) The Declarant reserves the right to modify or alter the size, number, type and location of the Association Property and the Lots and any other improvements thereon, as it deems necessary or desirable in conjunction with the development of the Property or Project. Without limiting the generality of the foregoing, the Declarant reserves the right to resubdivide all or a portion of the Property or Project, to convey the Association Property, to modify the site plans, to construct the Facilities on the Association Property, and to take whatever other action with respect to the Association Property, Facilities and Lots as the Declarant may deem necessary or desirable.

(q) The Association is hereby granted a non-exclusive easement and right of passage on, through, over, under and across the Lots and Association Property to maintain, repair and replace any Facilities situated within the Lots or Association Property.

(r) All Lot Owners shall be required to pay the prevailing service connection fees, rates and charges for sanitary sewage and water Utilities. A current schedule of rates and charges for waste water services for the Lots under the Wastewater Agreement will be maintained at the office of the Association, as applicable, and rates for the Lots may be inspected during normal business hours of the Association.

(s) Non-exclusive easements are hereby reserved unto the Declarant (and its successors and assigns to whom such easements have been specifically assigned in writing) and for the benefit of the Utilities who shall operate the central sewage disposal system, water system, and propane system, and shall include the construction, operation and maintenance, repair and replacement of the central sewage disposal system, water system and propane system for the Project and any additional adjacent properties as provided under this Declaration. The foregoing

easements shall be broadly construed and shall include any and all of the easement rights granted or reserved under this Declaration as may be reasonably necessary so as to enable the Declarant and the Utilities to undertake and perform all of the obligations and duties imposed under the applicable agreements or as otherwise provided in this Declaration.

(t) Notwithstanding anything contained in this Declaration to the contrary, for a period of thirty (30) years from the recordation of this Declaration, Declarant reserves the right to grant easements to allow adjacent properties to be serviced by the central sewage disposal system that shall service the Project subject to and in compliance with all applicable Laws (the "Additional Sewer Service Users"). Any such Additional Sewer Service Users shall be assessed for their pro rata share of the actual costs and expenses of the operation of the central sewage disposal system including, but not limited to, the maintenance, repair and replacement thereof as originally determined by the Declarant or applicable Utilities.

(u) Each Lot Owner is also subject to the rights, covenants and easements set forth on Exhibit C.

8.2. *Utilities Lien*. The Declarant, for itself and its successors and assigns, and for each Lot within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed or other transfer document therefore, hereby covenants and agrees to pay the Utilities user fees periodically billed by the Utilities with respect to each Owner's Lot. No Owner of a Lot may waive or otherwise escape any liability for wastewater, water or propane user fees.

8.3. *Wastewater Agreement and Wastewater Service Line*. Each Owner of any Lot, by acceptance of a deed or other transfer documents therefore, hereby covenants and agrees to maintain and repair the Wastewater Service Line servicing such Lot as applicable; to allow inspection by the applicable Utilities, to remove any blockage in said line, including without limitation blockage beyond clean-outs on the Lot and to remediate any environmental damage caused by breakage, blockage, or leakage thereof; and to pay or cause to be paid the service fees required under the terms of the Wastewater Agreement. No downspout, sump pump or other device collecting rainwater or groundwater shall be connected to the wastewater system; any violation of this prohibition shall authorize and entitle the applicable Utilities to arrange for shut-off of potable water service to the Lot.

8.4. *Utilities Exemption for Assessments*. As owner of the Wastewater Service Line, the applicable Utilities shall not be liable or responsible for any dues or assessments to Declarant or The Association under this Declaration.

8.5. *Association Easements*. The Board of the Association shall have the right to grant easements, rights-of-way, licenses and similar interests over any part of the Association Property owned by such Association for any lawful purpose which such Board determines, in its sole discretion, to be in the best interests of the Association.

ARTICLE IX MAINTENANCE

9.1. *Owners' Maintenance*. Except as otherwise specifically provided in this Declaration, the Owner of each Lot shall keep the Lot, driveway, adjacent sidewalks and all

improvements therein or thereon, in good order and repair and free of debris in a manner and with such frequency as is consistent with good property management and the Community-Wide Standard, including, without limitation, responsibility for snow removal, replanting of grass, cutting, trimming, pruning and/or otherwise maintaining all or any portion of the grass, shrubs, bushes, trees and other planted materials, and any replacements thereof, as may be located within the Lawn Area. Maintenance of the aforementioned items in the Lawn Area by the Owner shall be with such frequency and in conformity with such standards as may be established by the Board of the Association from time to time. In the event that the Owner of such Lot shall fail to maintain those items set forth in the Lawn Area within such Owner's Lot in a manner consistent with good property management and the Community-Wide Standard, then the Association or its agent shall each have the right to enter upon said Lot to repair, maintain and restore the Lawn Area therein. Whenever entry is not required in an Emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. All costs related to such repair, maintenance or restoration, including reasonable attorney's fees, shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V hereof. The Owner of any Lot shall be responsible for the maintenance of any irrigation located on or under such Owner's Lot and shall be responsible for the payment of any utility bills associated with it on such Owner's Lot. In the event an Owner of any Lot shall fail to maintain such Lot and such improvements, the Association and its agent shall have the right to enter upon said Lot to repair, maintain and restore the Lot and such improvements. The Association shall also have the right to enter the Lots to correct drainage. Whenever entry is not required in an Emergency situation, the Association shall afford the Owner reasonable notice and opportunity to cure the problem prior to entry. All costs related to such correction, repair or restoration, including reasonable attorneys' fees, shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V of this Declaration. Should a Lot Owner install a fence on the property, the responsibility for maintaining the Lawn Area, both inside and around the fence, shall become the responsibility of the Lot Owner.

9.2. *Association Maintenance*. (a)The Association shall maintain, repair and replace the Association Property of the Association and shall keep the Association Property in good order at all times and shall arrange for grass cutting and other maintenance approved by The Board from time to time, if any, to the lawns located in exterior areas of the Lots. This obligation shall include, without limitation (i) the maintenance, repair and, as necessary, replacement of any private streets and parking areas within the Association Property, (ii) the maintenance, repair and, as necessary, replacement of any landscaping, pathways, sidewalks, trails and walkways that are constructed or installed by, or on behalf of, the Declarant or Participating Builder within the Association Property, provided that the Association shall not be obligated to maintain, repair or replace any landscaping, pathway, sidewalk, trail or walkway leader, or portion thereof, within any Lot (the maintenance, repair and replacement of any such landscaping, pathway, sidewalk, trail or walkway leader shall be the obligation of the Lot Owner, as applicable), and (iii) the treatment of accumulated snow and ice from within all private streets and parking areas within the Association Property (there shall be no expectation for the Association to perform snow shoveling of sidewalks, Lawn Area, driveways, trails, walkways, pathways or portions thereof). Further, The Association shall maintain, repair and replace (i) any rights-of-way, swales, culvert pipes, entry strips, signage, and entrance features or improvements that are situated within or that are appurtenant to and serve

its Association Property, including, without limitation, any landscaping and other flora and improvements situated thereon, and (ii) any other real and personal property, facilities and equipment as the Association is obligated or elects to maintain pursuant to this Declaration, or any lease, easement or agreement, or the direction of any governmental authority or agency. The expenses of all such maintenance, repair and replacement of the Association Property and of the exterior of the Lots shall be a Common Expense of The Association, including, but not limited to, reserves for the maintenance, repair and replacement of any such property or improvements. The Association shall also maintain any portion of any Lot that it is obligated or elects to maintain pursuant to this Declaration, any easement or other agreement.

(b) The Association shall also have the right to enter any Lot without the consent of the Owner and/or occupant or other governing body thereof, to maintain the grass to include mowing, fertilizing, conduct any Emergency repairs as are necessary and for the maintenance and protection of the Association Property or any Lot that such Association is responsible for under this Declaration. The costs of such maintenance and repairs shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V herein.

(c) The Association shall be responsible for the maintenance, repair and replacement of any of the Association Property which consist of storm water management area or facilities situated within the Association Property to the extent that Kent County, Delaware, and/or the City of Milford, or other third party does not assume the responsibility for the maintenance, repair and replacement of any storm water management area or facilities, including, without limitation, drainage pipes, culvert pipes, infiltration trenches, ponds, basins, swales, berms, outflow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, which serve and/or benefit the Property or Project whether or not located within the Association Property if the Association is responsible therefor pursuant to any easement, agreement or the direction of any governmental authority or agency. Such responsibility may be in the form of contributing the Association's share of the maintenance costs of any such storm water management area, facility or equipment pursuant to an easement or agreement which shall be a Common Expense of the Association. The Board of the Association may enter into any such easements and/or other agreements as the Board may deem necessary or desirable for purposes of allocating and/or sharing the costs associated with the maintenance of any storm water management areas, facilities and/or equipment which serve and/or benefit the Association Property and the Lots. The Association shall not refuse to accept the conveyance of any such storm water management area, facilities or equipment from the Declarant provided such conveyance is made in compliance with all applicable Laws. Declarant shall have right, title and authority to consummate any such conveyance pursuant to the authority granted and reserved in the irrevocable power of attorney coupled with an interest under Article XII.

(d) In the event that the Association fails to maintain the common area, common facilities, and open areas according to the standards of the Kent County, in accordance with the recorded plan, and in accordance with the requirements of the recorded restrictions, Kent County, following reasonable notice to the Association, may:

(i) Demand that the deficiency of maintenance be corrected; or

(ii) Enter the common area to maintain same. The cost of such maintenance shall be charged to the association or to each property owner of the association, pro rate; or

(iii) Enforce collection of all assessments owing to the Association from the members thereof in accordance with the provisions of this Declaration, to the same extent as the Association.

9.3. *Additional Maintenance Responsibilities*. The Association may, in the discretion of its Board, provide additional services and/or assume additional maintenance responsibilities with respect to all or any portion of the Lots or Association Property not referenced in Section 9.2 of this Declaration. In such event, all costs of such services and/or maintenance shall be assessed only against those Owners residing within the portion of the Property or Project receiving the additional services. This assumption of responsibility may take place either by contract or because, in the opinion of The Board, the level and quality of service or maintenance then being provided is not consistent with the Community-Wide Standard.

ARTICLE X INSURANCE

10.1. *Required Coverage*. The Board of The Association, or its duly authorized agent, shall be required to obtain, maintain and pay the premiums, as a Common Expense, upon a policy of hazard insurance covering the Association Property owned or managed by such Association and any property required to be insured by such Association pursuant to any easement or lease agreement (except land, foundation, excavation and other items normally excluded from coverage) including fixtures and building service equipment, to the extent that they are a part of the Association Property or such other property which The Association may insure, as well as common personal property and supplies.

(a) The hazard insurance policy shall afford, as a minimum, protection against loss or damage by fire and all other perils normally covered by the standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, shall meet the requirements of DUICOA § 81-313, and shall name The Association as a named insured. The insurance should cover one hundred percent (100%) of the current replacement cost (less a reasonable deductible) of the insured property. Coverage need not include land, foundations, excavations or other items that are usually excluded from insurance coverage. Unless a higher maximum amount is required pursuant to the law of the State of Delaware, the maximum deductible amount for coverage of the Association Property is the lesser of Ten Thousand Dollars ($10,000.00) or one percent (1%) of the policy face amount. The funds to cover this deductible amount should be included in The Association's operating reserve account.

(b) Each hazard insurance policy must be written by a hazard insurance carrier which has a current rating by the Best's Key Rating Guide of B/III or better (or its

equivalent). Each insurer must be specifically licensed or authorized by law to transact business within the State of Delaware. The policy contract shall provide that no assessment may be made against the Mortgagee, and that any assessment made against others may not become a lien on the mortgaged Lot superior to the First Mortgage.

(c) The hazard insurance policy must provide that the insurance carrier shall notify The Association and each Mortgagee named in the mortgagee clause in writing at least ten (10) days before it cancels or substantially changes the Association's coverage. In addition, each Eligible Mortgage Holder shall receive timely written notice of any lapse, material modification or cancellation of any insurance policy covering the Association Property.

(d) All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutions as mortgage investors in the area in which the mortgaged premises are located. The following endorsements are also required: (i) an Inflation Guard Endorsement (if reasonably available); (ii) a Construction Code Endorsement if the Association Property are subject to a construction code provision which would become operative and require changes to undamaged portions of any structures, even when only part of a structure is destroyed by an insured hazard or peril; and (iii) a Steam Boiler and Machinery Coverage Endorsement if any structure within the Association Property has central heating or cooling, which should provide for the insurer's minimum liability per accident per location to be at least equal to the lesser of Two Million Dollars ($2,000,000.00) or the insurable value of the structure(s) housing the boiler or machinery.

(e) If the Association Property is located in a Special Flood Hazard Area designated as A, AE, AH, AO, A1-30, A-99, V, VE, or V1-30 on a Flood Insurance Rate Map, the Association that owns or manages such Association Property must maintain a "master" or "blanket" policy of flood insurance on the Association Property. The amount of flood insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of all structures and improvements situated in such Special Flood Hazard Area or the maximum coverage available under the applicable National Flood Insurance Administration program. Unless a higher deductible amount is required under the laws of the State of Delaware, the maximum deductible amount for flood insurance policies shall be the lesser of Five Thousand Dollars ($5,000.00) or one percent (1%) of the policy's face amount. The funds to cover this deductible amount should be included in The Association's operating reserve account.

(f) The Association shall obtain and maintain a comprehensive general liability policy of insurance covering all of the Association Property owned or managed by such Association, public ways and any other areas that are under such Association's supervision that meets the requirements of DUCOIA § 81-313. The policy shall also cover any commercial space owned by such Association, even if such space is leased to others. The policy should provide coverage for bodily injury (including death) and property damage that results from the operation, maintenance or use of the Association Property and any legal liability that results from law suits related to employment contracts in which such Association is a party. Supplemental coverage to protect against additional risks should also be obtained, if required by a Mortgagee. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from

denying the claim of an Owner because of negligent acts of the Association or other Owners. Liability coverage shall be at least One Million Dollars ($1,000,000.00) per occurrence, for bodily injury and property damage, unless higher amounts of coverage are required by a Mortgagee. The liability policy must provide that the insurance carrier shall notify such Association in writing at least ten (10) days before it cancels or substantially modifies such Association's coverage.

10.2. *Fidelity Coverage*. To the extent reasonably available, blanket fidelity insurance may be maintained by the Board of The Association for all officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for funds held or administered by such Association, whether or not they receive compensation for their services. Where the Board has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent shall be covered by its own fidelity insurance policy which must provide the same coverage as fidelity insurance maintained by the Board. Except for fidelity insurance that a management agent obtains for its personnel, all other fidelity insurance policies should name The Association as the insured and should have their premiums paid as a Common Expense by such Association. Fidelity insurance obtained by a management agent shall name The Association as an additional insured. The total amount of fidelity coverage required should be sufficient to cover the maximum funds (including reserve funds) that will be in the custody of The Association or management agent at any time while the fidelity insurance policy is in force, and should at least equal the sum of three (3) months aggregate assessments on all Lots within The Association, plus any reserves. Fidelity insurance policies should contain waivers by the insurers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The fidelity insurance policies should provide that they cannot be canceled or materially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to The Association.

10.3. *Repair and Reconstruction of Association Property After Fire or Other Casualty*. In the event of damage to or destruction of any portion of the Association Property covered by insurance payable to The Association as a result of fire or other casualty, the Board of The Association shall arrange for the prompt repair and restoration thereof; shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as appropriate; and shall otherwise comply with the requirements of DUICOA § 81-313(h). Promptly after a casualty causing damage or destruction of any portion of the Association Property for which The Association has the responsibility of maintenance, repair, and/or replacement, its Board shall obtain reliable and detailed estimates of the cost to place the damaged portions of the Association Property in as good a condition as existed prior to the casualty. Such costs may include, without limitation, professional fees and premiums for such bonds as the Board may desire.

ARTICLE XI MANAGEMENT

11.1. *Management Agent*. The Board may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established

by the Board to perform such duties and services as the Board shall from time to time authorize in writing, including, but not limited to, the following:

(a) to establish (with the approval of the Board) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with the law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, maintenance and surveillance of the Association Property; and

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Association Property; and

(d) to enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be established by the Association regarding the use of the Association Property and the Lots; and

(e) to provide such other services (including legal and accounting services) for The Association as may be consistent with law and the provisions of this Declaration.

11.2. *Duration of Management Agreement*. Any management agreement entered into by The Association shall provide, among other things, that such agreement may be terminated for cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed three (3) years; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

Any management agreement entered into prior to expiration of the Declarant Control Period must be terminable, without cause, any time after transfer of control from the Declarant, on not less than thirty (30) nor more than ninety (90) days notice, and no charge or penalty may be associated with such termination.

ARTICLE XII GENERAL PROVISIONS

12.1. *Association Property Responsibility*. The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Association Property and any property, real or personal, which such Association is delegated the responsibility for pursuant to any easement or lease agreement, and all improvements thereon (including, without limitation, furnishings and equipment related thereto, private drainage facilities and common landscaped areas), and shall keep the Association Property and such other property in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. The Association shall be obligated to accept title to any real estate or personal property offered or conveyed to such Association by the Declarant. Any such conveyance shall be made in compliance with all applicable Laws and Declarant shall have the right, title and authority to consummate any such conveyance pursuant to the authority granted and reserved in the irrevocable power of attorney coupled with an interest under this Article XII.

12.2. *Personal Property and Real Property for Common Use*. The Association may acquire, lease, hold, and dispose of tangible and intangible personal property and real property, subject to the requirements of this Declaration. The Board of The Association, acting on behalf of the Association, will accept title to any real or personal property, leasehold, or other property interests within the Property or Project offered or conveyed to such Association by the Declarant.

12.3. *Implied Rights*. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Association Documents or any lease, easement or other agreement or document affecting the Association, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

12.4. *Limitation of Liability*. The Association shall not be liable to any Association Member for any failure of any services to be obtained by the Association or paid for out of the Common Expense funds, or for injury or damage to persons or property caused by the elements or resulting from water which may leak or flow from any portion of the Association Property or other property within the control or supervision of the Association, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Association Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Association Property or other property within the control or supervision of the Association. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Association Property or other property within the control or supervision of the Association, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any Laws or with the order or directive of any municipal or other governmental authority.

12.5. *Enforcement*. Except as otherwise expressly provided in this Declaration to the contrary (or as provided under 10 Del. C. § 348 or 25 Del.C. §81-302, as amended or other applicable Laws), the Declarant, The Association, or any Owner, or any Mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Association Documents, or any rule or regulation promulgated by the Association pursuant to its respective authority as provided in this Declaration or the Association Documents including the right to suspend any privileges of unit owners, other than the right of a unit owner to vote on any matter submitted to a vote of unit owners, or services provided to unit owners by the association (other than those necessary for the habitability of the owner's unit) for non-payment of assessments; to impose charges for late payment of assessments; and, after notice and an opportunity to be heard, and to levy reasonable fines for violations of the declaration, bylaws and rules of the association. Failure by the Declarant, The Association or by any Owner or Mortgagee of any Lot to enforce any covenants or restrictions herein contained or any provision of the Association Documents or rules and regulations of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of

the Association Documents cannot be adequately remedied by action at law or exclusively by recovery of damages. If the Declarant, The Association, or any Owner or Mortgagee of any Lot, successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration or the Association Documents, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall also be a lien upon the Lot of such Owner.

Without limiting the generality of the foregoing, and in addition to any other remedies available, the Declarant or The Association after reasonable written notice, in writing, provided to the Owner, may enter any Lot or Association Property to remedy any violation of the provisions of this Declaration, or the Association Documents or rules and regulations of The Association; provided, however, that the Declarant or Association may not enter the interior of any dwelling unit on a Lot except in an Emergency. The costs of such action, including reasonable attorneys' fees, shall become a binding, personal obligation of the Owner otherwise responsible for such violation and shall also be a lien upon the Lot of such Owner.

12.6. *Fines*. In addition to the means for enforcement provided elsewhere in this Declaration, the Declarant and The Association shall each have the right to levy fines against an Owner or such Owner's guests, relatives, lessees or invitees, in the manner set forth herein, and such fines shall be collectible in the same manner as any other assessment such that the Declarant or Association, as applicable, shall have a lien against the Lot of such Owner as provided in this Declaration, and the Association Documents and such fine(s) shall also become the binding personal obligation of such Owner.

(a) Except with respect to matters pertaining to the Design Guidelines which shall be within the exclusive jurisdiction of the ARC, the Board of the Association shall be charged with determining whether there is probable cause that any of the provisions of this Declaration, the Association Documents or the rules and regulations of the Association, regarding the use of the Lots, Association Property, or other Association property, are being or have been violated. In the event that the Board of the Association or the ARC, with respect to the Design Guidelines, determines an instance of such probable cause, the Board of the Association (or the or the ARC, with respect to Design Guidelines) shall provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies or is visiting if such person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the ARC or Board of the Association, as applicable, upon a request made within seven (7) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed a reasonable amount established by the Board of the Association or the ARC, as applicable, for each offense. The amount of the fine shall be based upon the costs and inconvenience caused to the Board of the Association or the ARC and shall not be a penalty. The notice shall also specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within seven (7) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that the violation will thereafter cease and will not recur, and that such acknowledgment and promise, and

performance in accordance therewith, shall terminate the enforcement activity of the Board of the Association or ARC, as applicable, with regard to such violation.

(b) If a hearing is timely requested, the Board of the Association or the ARC, as applicable, shall hold the same, and shall hear any and all defenses to the charges, including any witnesses that the alleged violator, Owner, the Board of the Association or the ARC may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of the Association or the ARC, as applicable, shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of the Association or the ARC, as applicable, determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(d) A fine pursuant to this Section shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is an Owner of that Lot, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in this Declaration and the Association Documents. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting such Owner's Lot payment of the amount of any fine(s) assessed against that Lot.

(e) Nothing herein shall be construed as a prohibition of or limitation on the right of The Association to pursue any other means of enforcement of the provisions of this Declaration, or the Association Documents or rules and regulations of The Association, including, but not limited to, legal action for damages or any equitable action, including injunctive relief.

12.7. *Severability*. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

12.8. *Duration and Amendment*. All covenants, conditions and restrictions set forth in this Declaration shall run with and bind the land and shall be perpetual unless expressly stated otherwise in this Declaration. In addition to the provisions of Section 12.9, this Declaration may be amended by an instrument signed by, or the affirmative vote of, Association Members entitled to cast not less than sixty-seven (67%) of the total votes of all Association Members and shall require the prior written consent of the Declarant (for so long as the Declarant shall own any portion of the Property or Project); provided, however, that any amendment that will affect a Participating Builder's Lots shall require the prior written consent of the Participating Builder, its successors and/or assigns so long as the Participating Builder owns any Lot, which consent shall be in the Participating Builder's sole subjective and absolute discretion. Any amendment must be recorded in the Recorder's Office.

12.9. *Changes and Modifications by Declarant*. The Declarant shall have the right, for a period of thirty (30) years following the date of recordation of this Declaration, without the consent or joinder of the Association Members, any Mortgagee, any Beneficiary or The

Association, or any other party, to (i) modify, amend or change any of the provisions of this Declaration, as the Declarant may deem necessary or desirable, and (ii) or if such amendments are:

(a) required by federal, state, county or local laws; or

(b) required by any Mortgagee of all or any portion of the Property or Project; or

(c) required by any title insurance company issuing title insurance to Owners and/or Mortgagees of same; or

(d) required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Federal Home Loan Mortgage Service Corporation, GNMA or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance with respect to all or any portion of the Property or Project; or

(e) required to correct errors or technical deficiencies or imperfections or to clarify ambiguities. Declarant also reserves the right to waive or modify any requirement as to any individual Lot or, the Association Property in general necessary to avoid any hardship resulting from unintentional noncompliance with this Declaration.

12.10. *Casualty Losses*. In the event of substantial damage or destruction to any of the Association Property, the Board of the Association that owns or manages such Association Property shall give prompt written notice of such damage or destruction to the Eligible Mortgage Holders who hold First Mortgages of record on the Lots. No provision of this Declaration or the Association Documents shall entitle any Association Member to any priority over the holder of any First Mortgage of record on his Lot with respect to the distribution to such Association Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Association Property.

12.11. *Condemnation or Eminent Domain*. In the event any part of the Association Property are made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then The Board shall give prompt written notice of any such proceeding or proposed acquisition to the Eligible Mortgage Holders who hold First Mortgages of record on the Lots. No provision of this Declaration or the Association Documents shall entitle any Association Member to any priority over the holder of any First Mortgage of record on his or her Lot with respect to the distribution to such Association Member of the proceeds of any condemnation or settlement relating to a taking of any portion of the Association Property.

12.12. *Notice to Eligible Mortgage Holders; Deemed Consent*.

(a) The Association shall give prompt written notice to each Eligible Mortgage Holder of (and each Owner hereby consents to, and authorizes such notice):

(1) Any condemnation loss or any casualty loss which affects a material portion of the Association Property or any Lot subject to a First Mortgage or security interest held, insured, or guaranteed by such Eligible Mortgage Holder.

(2) Any delinquency in the payment of Common Expense assessments or charges owed by an Owner whose Lot is subject to a First Mortgage or security interest held, insured, or guaranteed, by such Eligible Mortgage Holder which remains uncured for a period of sixty (60) days.

(3) Any lapse, cancellation, or material modification of any insurance policy or fidelity coverage maintained by such Association.

(4) Any other matter with respect to which Eligible Mortgage Holders are entitled to notice or to give their consent as provided in this Declaration.

(b) To be entitled to receive notice of the matters set forth in this Section, the Eligible Mortgage Holder must send a written request to The Association, stating both its name and address and the Lot or address of the Lot on which it has (or insures or guarantees) the mortgage. Any Eligible Mortgage Holder or mortgagee who is notified of any matter for which it is entitled to notice as provided herein (such notice to be delivered by certified or registered mail, return receipt requested), and which fails to respond within sixty (60) days of receipt of such notice shall be deemed to have consented, if applicable, to the matter of which the Eligible Mortgage Holder or mortgagee was provided notice.

12.13. *Declarant's Power of Attorney*. Notwithstanding any provision to the contrary contained in this Declaration or the Association Documents, the Declarant hereby reserves for itself, its successors, transferees and assigns, for a period of twenty (20) years from the date the first Lot is conveyed an Owner that is not a Participating Builder or the Declarant, or until it conveys title to all of the Lots whichever occurs first, the right to execute on behalf of The Association and all contract purchasers, Owners, Association Members, Eligible Mortgage Holders, Mortgagees, and other lien holders or parties claiming a legal or equitable interest in any portion of the Property or Project, including without limitations, any Lot or the Association Property, any agreements, documents, amendments or supplements to this Declaration and the Association Documents which may be required by FNMA, FHA, VA, FHLMC, GNMA, Kent County and/or the City of Milford, any governmental or quasi-governmental agency or authority having regulatory jurisdiction over The Association, Association Property, Property, Project, any Lot, any public or private utility company designated by the Declarant, any institutional lender or title insurance company designated by the Declarant, or as may be required to comply with the federal Fair Housing Act, or to comply with other applicable Laws or to correct any typographical or clerical errors or correct any ambiguity in the text of this Declaration; together with any and all other documents, instruments or agreements, including by way of illustration and not limitation; deeds, transfer tax affidavits, agreements, closing statements, with respect to any of the rights, title and authorizations, and acts reserved by or provided to the Declarant under this Declaration; or as otherwise expressly reserved by or granted to Declarant hereunder.

(a) By acceptance of a deed to any Lot or by the acceptance of any other legal or equitable interest in any portion of the Property or Project, including without limitations,

the Lot or Association Property, each and every such contract purchaser, Owner, Association Member, Eligible Mortgage Holder, mortgagee or other lien holder or party having a legal or equitable interest in any portion of the Property or Project, including without limitations, any Lot or the Association Property does automatically and irrevocably name, constitute, appoint and confirm the Declarant, its successors, transferees and assigns, as attorney-in-fact for the purpose of executing any and all such agreement, document, amendment, supplement and other instrument(s) necessary to effect the foregoing rights, duties and obligations subject to the limitations set forth herein.

(b) No such agreement, document, amendment, supplement or other instrument which adversely affects the value of a Lot, or substantially increases the financial obligations of an Owner, or reserves any additional or special privileges for the Declarant not previously reserved, shall be made without the prior written consent of the affected Owner(s) and all Mortgagees of any Mortgage encumbering the Lots owned by the affected Owner(s). Any such agreement, document, amendment, supplement or instrument which adversely affects the priority or validity of any Mortgage that encumbers any Lot or the Association Property shall not be made without the prior written consent of all such Mortgagees.

(c) The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to the Property and Project, including, without limitations, each Lot and the Association Property, shall be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power of attorney. Said power of attorney shall be vested in the Declarant, its successors, transferees and assigns for a period of twenty (20) years from the date the first Lot is conveyed to an Owner that is not a Participating Builder or Declarant, or until Declarant conveys title to the last Lot, whichever occurs first. Each Owner covenants and agrees to execute and deliver to Declarant an irrevocable power of attorney coupled with an interest in form and content consistent with this Section to be recorded in the Recorder's Office at the Owner's sole cost which shall run with and bind the Lot for a period of twenty (20) years as specified above.

(d) To accomplish the foregoing, each Owner covenants and agrees, by acceptance of a deed to its Lot from the Declarant, to execute, acknowledge and deliver an Irrevocable Power of Attorney Coupled with an Interest substantially in the form and content of Exhibit "B" attached hereto and made a part hereof.

12.14. *Successors of Declarant*.

(a) Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by an instrument, in writing, without notice to any Association Member or The Association, to one or more successors or assigns (hereinafter referred to as an "Assignee").

(b) Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to the following:

(1) Neither any Participating Builder nor Declarant shall assume or be responsible for any liabilities, warranties or obligations which have or may accrue to the other, including, but not limited to, any liabilities, warranties or obligations concerning any Lots or Association Property, any buildings or other improvements constructed, or to be constructed, by or on behalf of the other, nor shall such Lots or Association Property o or any buildings or other improvements be deemed to be part of any contract, or to constitute the basis of the bargain, between Declarant and any Lot purchaser;

(2) No Participating Builder makes any representation or warranty whatsoever, whether express or implied, with respect to any Lots, Association Property, Facilities, buildings or other improvements constructed or sold by parties other than the Participating Builder, nor has any Participating Builder authorized any other party to make any such representation or warranty, and such other parties are without legal authority to enforce or make any such representation or warranty. No Participating Builder shall assume or be responsible for, and each Lot Owner expressly waives any and all claims against each Participating Builder for, any liabilities, warranties or obligations which have or may accrue to Declarant or any Assignee under the Declaration or pursuant to law in connection with Declarant's or any Assignee's status as Declarant under this Declaration, or in connection with Declarant's or any Assignee's development of all or any real property subjected, or to be subjected, to this Declaration, including, but not limited to, any liabilities, warranties or obligations concerning any Lots or the Association Property, or dwelling units or other improvements constructed, or to be constructed, by or on behalf of Declarant or any Assignee;

(3) Declarant makes no representation or warranty whatsoever, whether express or implied, with respect to any Lots or Association Property, or Facilities, buildings or other improvements constructed or sold by parties other than Declarant, nor has Declarant authorized any other party to make any such representation or warranty, and such other parties are without legal authority to enforce or make any such representation or warranty. Declarant shall not assume or be responsible for, and each Lot Owner expressly waives any and all claims against Declarant for, any liabilities, warranties or obligations which have or may accrue to any Participating Builder or any Assignee under this Declaration or pursuant to law in connection with such Participating Builder's or any Assignee's status as Declarant under this Declaration, or in connection with such Participating Builder's or any Assignee's development of all or any real property subjected, or to be subjected, to this Declaration, including, but not limited to, any liabilities, warranties or obligations concerning any Lots, or the Association Property, or dwelling units or other improvements constructed, or to be constructed, by or on behalf of such Participating Builder or any Assignee.

12.15. Dispute Resolution Process. Notwithstanding any provision of this Declaration or the Association Documents to the contrary, but subject to all applicable Laws, if, after good faith efforts to negotiate a satisfactory solution have failed, any dispute that cannot be

resolved between (i) the Declarant (including any of the Declarant's employees, agents, or contractors) and (ii) The Association and/or any Owner or Owners, such dispute will be resolved through the Common Interest Community Ombudsperson Act (CICOA) as contained in 29 Del C. Section 2544. The procedures for such dispute resolution are set forth and contained in the Act. As used in this Section 12.15(a), the term "dispute" includes any controversy or claim, including, without limitation, any claim based on contract, tort, or statute, arising out of or relating to (1) the rights or obligations of such parties under this Declaration, the Association Documents, or any rules promulgated by the Board or the ARC or (2) the design, construction, or warranty of the Association Property. Upon the request of a party to a dispute, the issue shall be adjudicated in accordance with the provisions of the CICOA applicable to such disputes.

12.16. *No Dedication to Public Use*. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any portion of the Association Property by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any portion of the Association Property.

12.17 *Declarant Reserved Rights*. No amendment to this Declaration or the Association Documents may remove, revoke, or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant or any successors or assignees of the Declarant and no amendment to this Declaration or the Association Documents may remove, revoke, or modify any right, reservation or privilege of a Participating Builder without the prior written consent of the Participating Builder.

12.18 *Perpetuities*. If any of the covenants, conditions, easements, restrictions, or other provisions of this Declaration shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Barack Obama, former President of the United States of America.

12.19 *Captions and Gender*. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration or to aid in the construction or interpretation of this Declaration. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders. The numbered paragraphs that appear within each of the Articles are sometimes referred to as "Section."

{THIS SPACE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused its seal to be affixed and these presents to be signed by its member hereunto duly authorized as of the Effective Date.

SEALED AND DELIVERED

IN THE PRESENCE OF:

DUNN DEVELOPMENT, LLC, a Delaware Limited Liability Company

_____

By:_____(SEAL)
Member

STATE OF DELAWARE)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2020, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, as _____ Member of DUNN DEVELOPMENT, LLC, a Delaware Limited Liability Company, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his act and deed and the act and deed of such limited liability company.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

_____
Notary Public

_____
Print Name
My Commission Expires:_____

EXHIBIT "A"

HICKORY GLEN TOWNHOMES

LEGAL DESCRIPTION

EXHIBIT "B"

IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST

Tax Parcel No. _____

Prepared By and Return to:
_____, Esquire
_____
_____
_____

SAMPLE

IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST
HICKORY GLEN TOWNHOMES

KNOW ALL MEN BY THESE PRESENTS that I/We, _____, owner(s) of that certain lot, piece or parcel of land, together with any improvements thereon, situate in Kent County, Delaware, and known as Lot ___, Phase ___ (the "Lot") on the Final Subdivision Plat for HICKORY GLENN, prepared by Morris & Ritchie Associates, Inc., dated _____, said plan being recorded in the Recorder's Office at Plot Book ___, Page ___, as it may be amended from time to time (collectively, the "Master Plan"), hereby make(s), constitute(s), and appoint(s) **DUNN DEVELOPMENT, LLC**, a Delaware limited liability company, its successors and assigns, acting by and through its manager or authorized member or designated attorney-in-fact ("Attorney"), to be my/our true and lawful attorney, and in my/our name, place and stead and in my/our behalf, to do and execute all or any of the following acts, deeds and things, that is to say:

To do, make, file, execute, acknowledge, deliver and record any and all manner and description of instruments, agreements, plans, applications, authorizations, documents, deeds, easements, restrictions, causes of action, appeals, modifications, and amendments (collectively, the "Documents") and any other undertakings as may be required to amend, modify or otherwise change any and all Documents, of record or not of record, with respect to, applicable to, or affecting the Lot and the Project and Property (both as defined in the Master Declaration of Covenants, Conditions, Easements and Restrictions For "HICKORY GLEN TOWNHOMES" dated _____, 2020, and of record in the Recorder's Office at Book _____, Page ____ (the "Master Declaration")), including, by way of example but not of limitation, (1) the Master Declaration; (2) the Certificate of Incorporation of the Association, and (3) the By-Laws of the Association, together with any and all variances, special exceptions or other zoning or subdivision actions or proceedings (and any applicable appeals), amendments, modifications or supplements thereto or thereof, and any and all instruments or documents collateral thereto, which my/our Attorney, in its sole subjective and absolute discretion, deems necessary or advisable, as provided

under Sections 12.9 and 12.13 of Article XII of the Declaration, the terms of which are expressly incorporated herein by reference; provided that any such act, deed or thing shall not amend, modify or otherwise alter or change the existing property lines of the Lot and shall be undertaken and accomplished in accordance with all applicable Federal, State and County statutes, laws, ordinances, regulations or other governmental enactments or regulations (the "Regulations") (collectively, the "Permitted Activities").

To do, make, execute, acknowledge, deliver and record any and all manner and description of actions, instruments, agreements, documents, amendments and any other undertakings, together with any and all amendments, modifications or supplements thereto or thereof, and any and all instruments or documents collateral thereto, which Attorney, in its sole subjective and absolute discretion, deems necessary or advisable with respect to the Permitted Activities; provided that any such Permitted Activities shall not amend, modify or otherwise alter or change the existing property lines of the Lot and shall be undertaken and accomplished in accordance with the Regulations.

To cause each or all of the Documents to be amended by filing with the Recorder's Office any and all instruments, documents and plans, together with any amendments thereto, as may be necessary, in my/our Attorney's sole subjective and absolute discretion, to correct any clerical or typographical errors, ambiguities, title questions or defects, or conflicts with or to comply with any and all applicable Regulations.

Without in any way detracting from the hereinabove authorized powers, I/we specifically request and authorize that my/our hereinabove designated true and lawful Attorney be authorized and directed to take any and all such action which it deems necessary or advisable, in its sole subjective and absolute discretion, for the purposes provided above.

Hereby giving unto my/our said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or convenient to be done for the purposes herein stated and in and about the Lot, Project or Property, as fully to all intents and purposes as I/we might or could do if personally present and acting, with full power of substitution and revocation, hereby ratifying and confirming all that my/our Attorney or substitute shall lawfully do or cause to be done by virtue hereof.

And I/we hereby, for myself/ourselves, my/our heirs, executors, administrators, successors and assigns, confirm and agree to ratify and confirm whatsoever my/our Attorney may lawfully do by virtue of these presents, it being understood that this instrument is intended to be and is an Irrevocable Power of Attorney Coupled With An Interest, and that this instrument shall bind all future owners of the Lot and shall run with and bind the Lot for period commencing on the date of recordation of the Master Declaration and ending on the later of (i) the date the Attorney no longer owns all or any portion of the Project or Property or (ii) the date which is twenty (20) years after the date that the last lot is sold by Attorney to a third party.

This Power of Attorney Coupled With An Interest is coupled with an interest and irrevocable and shall not be revoked or affected by my/our subsequent disability or incapacity, it being my/our intention that this Power of Attorney Coupled With An Interest be a durable Power

of Attorney pursuant to 12 Del. C. Ch. 49, and is intended to be construed according to Delaware law.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

IN TESTIMONY WHEREOF, I/We have hereunto set my/our hand(s) and seal(s) this ___day of _____, 20___.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

_____ _____(SEAL)
WITNESS Print Name: _____

_____ _____(SEAL)
WITNESS Print Name: _____

STATE OF DELAWARE)) SS.
_____ COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 20___, personally came before me the Subscriber, a Notary Public for the State and County aforesaid _____, parties to this foregoing Irrevocable Power of Attorney Coupled With An Interest, known to me personally to be such, and acknowledged said Irrevocable Power of Attorney Coupled With An Interest to be his/her/their voluntary act and deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

_____
NOTARY PUBLIC

_____
Print Name

_____
Date Commission Expires

EXHIBIT "C"

Party Wall Easements and Rights. The general rules of law regarding party walls and liability for property damage due to negligence or willful act or omissions shall apply to each party wall, party fence, party joint roof, party deck, or other structure and/or improvement which is built as part of the original construction of the dwellings upon the applicable Lots and any replacement thereof.

Encroachments. In the event that any portion of any dwelling, structure or improvement, as originally constructed by the Declarant on a Lot or the Common Facilities Areas, including, but not limited to party wall, party fence, party joint roof, party deck, or other structure and/or improvement which is built as part of the original construction of the dwellings upon the applicable Lots and any replacement thereof, shall protrude over an adjoining Lot or the Common Facilities Areas, then such dwelling, structure or improvements (including any party wall, party fence, party joint roof, party deck, or other structure and/or improvement which is built as part of the original construction of the dwellings upon the applicable Lots an any replacement thereof) (collectively, the "Projections") shall not be deemed to be an encroachment upon the adjoining Lots or Common Facilities Areas, and no Owner shall maintain any action for removal of any such Projections nor any action for damages. In the event there is a Projection as described aforesaid, it shall be deemed that the Owners and, where applicable, the Association have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the Projections. The foregoing shall also apply to replacements of any such Projections if same are constructed in conformance with the original Projection constructed by the Declarant. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Easements. There shall be a perpetual and non-exclusive easement in, through and over any party wall, party fence, party joint roof, party deck, or other structure and/or improvement used by two or more Lots (collectively, the "Party Wall Improvements") and which is built as part of the original construction of the dwellings upon the applicable Lots and any replacement thereof, reserved to the Owners of any Lot or Lots upon which the same has been built or installed or which the same has reasonably been designated to serve and not person shall in any way interfere with the free and unobstructed uses thereof by said Owners.

Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall Improvement shall be shared equally by the Owners who make use of the Party Wall Improvement in proportion to such use.

Destruction by Fire or Other Casualty. If a Party Wall Improvement is destroyed or damaged by fire and other casualty, any Owner who has used the Party Wall Improvement may restore it and if the other Owners thereafter make use of the Party Wall Improvement, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Weatherproofing. Nothwithstanding any other provision, an owner, who by his negligent or willful act causes a Party Wall Improvement to be exposed to the elements, shall bear the whole cost of furnishing the necessary protections against such elements.

Rights of Contribution Runs with Land. The right of any Owner to contribution from any other Owner, shall be appurtenant to the land and shall pass to such Owner's successors and assign in title.

Arbitration. In the event of any dispute arises concerning a Party Wall Improvement, such dispute shall be adjudicated by the ARC

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

Planning Commission Hearing: Tuesday, March 17, 2020
City Council Hearing: Monday, March 23, 2020

NOTICE IS HEREBY GIVEN that the Planning Commission and City Council will hold Public Hearings at 7:00 p.m., or as soon thereafter as possible, in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street to allow interested parties to participate in the discussion and consideration of the following zoning matter:

ORDINANCE 2020-05

Dunn Development LLC on behalf of Walter Thomas II for a Final Major Subdivision of 71.92 +/- acres into a 399-unit subdivision consisting of 159 townhouse units and 240 apartment units in an R8 Zoning District. Property is located along the south side of Milford-Harrington Highway approximately 385 feet west of the Canterbury Road intersection addressed as 1335 Milford-Harrington Highway, Milford, Delaware. Present Use: Single Family Dwelling and Vacant Land; Proposed Use: Subdivision to be known as Hickory Glen. Tax Map: MD-16-173.00-01-21.00 & -22.00

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for final approval of the plat plan; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing to allow for public comment on March 17, 2020; and

WHEREAS, Milford City Council will hold a Public Hearing on March 23, 2020 to allow for public comment and further review of the ordinance.

Dates.
Planning Commission Review & Public Hearing: March 17, 2020
City Council Introduction: March 9, 2020
City Council Public Hearing: March 23, 2020
Effective: April 2, 2020

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at RPierce@milford-de.gov or by calling 302.424.8396.

Advertised*: Beacon 02/26/20*

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

DATA SHEET FOR MILFORD PONDS

Development Advisory Committee: October 18, 2019

Planning Commission Meeting: March 17, 2020

Application Number / Name	:	19-035 / Milford Ponds
Applicant	:	Milford Ponds, LLC 179 Rehoboth Avenue, Suite 1081 Rehoboth Beach, DE 19971
Owner	:	Same
Application Type	:	Planned Unit Development
Comprehensive Plan Designation	:	Moderate Density Residential
Zoning District	:	R-1, R-2 & R-3 with PUD
Present Use	:	Planned Unit Development
Proposed Use	:	Planned Unit Development
Area and Location	:	178.03 +/- acres located along the east side of Route 113 5,500 feet south of the Seabury Avenue intersection known as the Milford Ponds subdivision
Property Identification Numbers	:	1-30-3.00-264.00, 1-30-3.00-264.01, 1-30-6.00-108.00, 1-30-6.00-167.00 thru 558.00, 1-30-6.00-601.00 thru 691.00

ENC: Staff Analysis Report
Exhibit A - Location & Zoning Map
Planned Unit Development – Master Plan

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THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
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STAFF ANALYSIS REPORT
January 31, 2020

Application Number / Name	:	19-035 / Milford Ponds
Application Type	:	Amended Planned Unit Development
Comprehensive Plan Designation	:	Moderate Density Residential
Zoning District	:	R-1, R-2, & R-3 with PUD
Present Use	:	Planned Unit Development
Proposed Use	:	Planned Unit Development
Property Identification Numbers	:	1-30-3.00-264.00, 1-30-3.00-264.01, 1-30-6.00-108.00, 1-30-6.00-167.00 thru 558.00, 1-30-6.00-601.00 thru 691.00
Area and Location	:	178.03 +/- acres located along the east side of Route 113 5,500 feet south of the Seabury Avenue intersection known as the Milford Ponds subdivision

I. BACKGROUND INFORMATION:

- On July 12, 2004, City Council approved the annexation of four parcels with varying zoning designations including R-1, R-2 and R-3.
- Preliminary Major Subdivision approval and conditional use approval was granted by City Council on September 27, 2004 for a total of 722 units, including 150 condominiums, 228 townhouses and 344 single family detached units.
- Final Major Subdivision approval was granted by City Council on June 5, 2006 for Phase I only. Phase II received Final Major Subdivision approval from City Council on April 28, 2008.
- Portions of Phase I have been constructed, including a roads, curbing, sewer, water, electric and stormwater improvements.
- City Council approved an amendment to the Planned Unit Development on April 23, 2018, modifying the mixture of unit types by eliminating townhouse areas in favor of single-family

detached dwellings, resulting in a unit mix of 459 single family detached units, 91 townhouse units and 150 multi-family units.

- The applicant has requested to amend the Planned Unit Development by eliminating townhouses uses and expanding the proposed apartment uses. The proposed new unit mix would be 504 single-family detached dwellings and 264 multi-family apartments, for a total of 768 dwelling units.

- The applicant is seeking approval of the revised Planned Unit Development in order to proceed with the Preliminary Major Subdivision applications for Phase II and Phase III.

II. STAFF ANALYSIS:

Based on the information presented, the City of Milford Code and the Comprehensive Plan, staff submits the following regarding the request for a revised Planned Unit Development approval:

- A Planned Unit Development is defined as "a development providing housing of various densities, lot sizes, lot coverage and types, including related recreational and community facilities. The development may include commercial uses that are designed to serve the convenience needs of the residents of the development." The Planning Commission and City Council need to determine if the intent of the Planned Unit Development is met by the proposed unit mix of 504 single-family detached dwellings and 264 multi-family apartment units.

- Evaluation based on "Criteria for Planned Unit Residential Development" as provided in Chapter 230-48.1

Permitted Uses. Uses, accessory uses and signs permitted in any residential district shall be permitted in accordance with the additional requirement and provisions of the article.

The proposed single-family detached, townhouse and multi-family housing uses are permitted within the City's residential districts and meet this requirement.

Minimum requirements, area and width. In a planned unit residential development, minimum lot area and width may be less than that required by the district regulations, except that no single-family lot shall be less than 4,000 square feet in area nor less than 40 feet in width. The width of the lot shall be between lot lines at the front building setback line as determined by the Planning Commission.

Under the R-3 zoning designation, the minimum lot size required for a townhouse is 2,400 square feet and there is no minimum lot width requirement. The minimum lot size for garden apartment projects is one (1) acre with a minimum of 2,500 square feet of lot area for each unit.

The minimum lot area provided for single family detached lots within the development is 5,000 square feet, with a minimum lot width of 50 feet. The garden apartment parcel is approximately 18.46 acres in area with an average of 3,045 square feet for each unit.

Density. A planned unit residential development is not intended to increase density, but to allow flexibility in the design of the number of dwelling units permitted. If a parcel or parcels have more than one zoning classification, the total permitted density may be located throughout the parcel or parcels. The total permitted density shall be determined by dividing the net development area by the minimum lot area per dwelling unit required by the zoning district in which the land is located. Net development area shall be determined by subtracting 25% of the gross area. Gross area shall not include any wetlands, floodway or similar area not suitable for building as determined by the Planning Commission.

The PUD Master Plan Data Column computes the PUD Density calculation based on the above criteria. The total land area with the varying zoning categories allows for up to 1,015 total residential units in the subdivision, which would be a density of 7.99 units/acre within the Net Developable Area. The applicant has provided a total of 768 residential units, which would be 6.03 units/acre within the Net Developable Area.

Other requirements. Off-street parking, parking beneath buildings, front, side and rear setbacks, landscaping and buffering, lot coverage, number of units per building and building separation shall be as determined by the Planning Commission. Maximum height shall not exceed 48 feet and four stories maximum.

The applicant is seeking the following deviations from Chapter 230 and Chapter 200 which are to be approved by the Planning Commission;

- Front, side and rear setback requirements as shown in the PUD table.
- Pavement and right-of-way width, primarily a reduction from 28' to 22' in pavement width and 50' to 28' in right-of-way width.
- Increase the maximum number of units per multi-family building from 12 to 24.
- Increase maximum fence height from 6 feet to 8 feet.
- Increase maximum lot coverage for SFD from 30% to 60%.

These deviations were also approved as part of the PUD application in 2018.

Neighborhood Commercial.

No neighborhood commercial is proposed.

A minimum of 400 square feet per unit shall be designated as open space subject to the recreational use. Recreational use requirement – 50% of the required open space shall be set aside for recreation use.

With a total of 768 dwelling units, the project requires 7.05 acres of open space of which 3.525 acres must be designated recreational open space. The development provides 44.12 acres of open space of which 16.37 acres are designated as recreational open space. The recreational open space includes walking paths, a pavilion and a community clubhouse.

- The approval of the Planned Unit Development does not constitute an approval for the Major Subdivision and the applicant will be required to obtain Preliminary and Final Major Subdivision approval from the City for Phases II and III, and Final Site Plan approval for the multi-family area in Phase IV.

III. AGENCY & DEPARTMENT COMMENTS:

- **Office of State Planning Coordination**
  Contact: David Edgell – 302-739-3090

- **DelDOT**
  Contact: Derek Sapp – 302-760-4803
  See attached comments.

- **Delaware Health and Social Services – Division of Public Health**
  Contact: William J. Milliken, Jr. – 302-741-8646
  No comments provided.

- **Department of Natural Resources and Environmental Control (DNREC), Division of Water, Surface Water Discharges Section (SWDS)**
  Contact: Bryan Ashby – 302-739-9946
  No comments provided.

- **Sussex Conservation District**
  Contact: Jessica Watson – 302-856-2105
  No comments provided.

- **Delaware State Fire Marshal's Office**
  Contact: Duane T. Fox – 302-856-5298
  See attached comments.

- **Carlisle Fire Company**
  No comments provided.

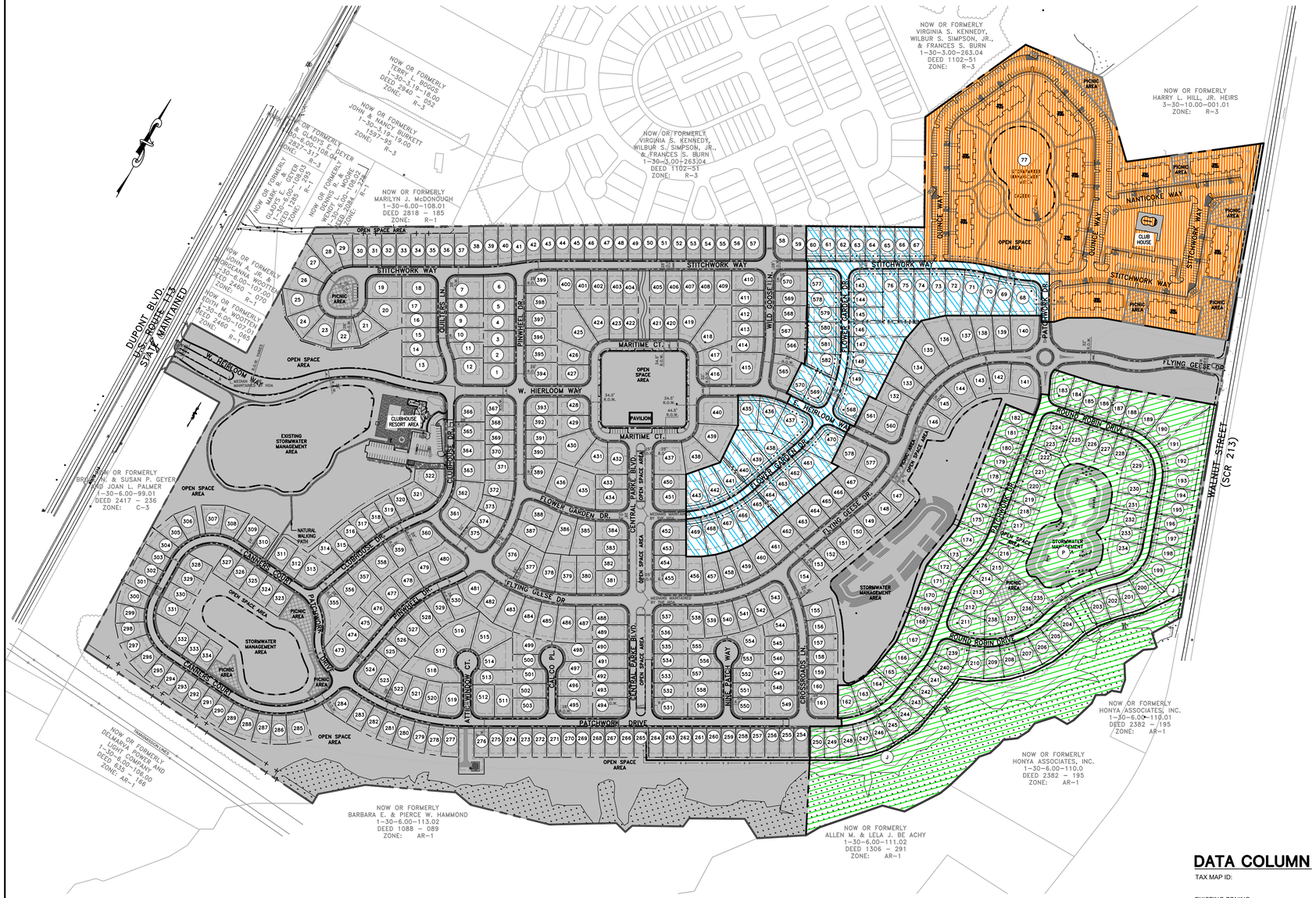
- **City Engineer**
  Contact: Jason McClafferty, P.E. – KCI Technologies
  See comments related to Phase II and Phase III Preliminary Major Subdivision applications.

- **City of Milford Public Works Department**
  Contact: Mark Whitfield – 302-422-1110

- **City of Milford Parks and Recreation Department**
  No comments provided.

- **City of Milford Police Department**
  No comments provided.

- **Milford School District**
  No comments provided.



PHASE 1

PHASE 2

PHASE 3

PHASE 4

PROPOSED PUD REQUIREMENTS

A. SINGLE FAMILY DWELLING UNITS:

-MINIMUM LOT SIZE:	5,000 SQUARE FEET
-MINIMUM LOT WIDTH:	50 FEET
-MINIMUM LOT DEPTH:	100 FEET
-MINIMUM FRONT YARD:	18 FEET FROM RIGHT-OF-WAY TO GARAGE DOOR, AND 15 FEET FROM RIGHT-OF-WAY TO FRONT PORCH OR NON-GARAGE BUILDING FOUNDATION. (ALLOW 5 FOOT ENCROACHMENT FOR FRONT STOOP OR STEPS.)
-MINIMUM SIDE YARD:	10' TOTAL SETBACK MINIMUM 5' ON EACH SIDE
-MINIMUM REAR YARD:	15 FEET
-OFF STREET PARKING:	2 SPACES PER DWELLING UNIT AND MAY INCLUDE GARAGE AND TANDEM PARKING SPACE. TANDEM SPACE TO BEGIN AT THE RIGHT-OF-WAY LINE.
-MAXIMUM BUILDING HEIGHT:	2.5 STORIES AND 35 FEET MEASURED IN ACCORDANCE WITH CURRENT CITY CODE REQUIREMENTS.
-MAXIMUM LOT COVERAGE:	60% OF LOT AREA
-MAXIMUM FENCE/WALL HEIGHT:	8 FEET AND ALLOWED TO BE PLACED WITHIN BUILDING RESTRICTION LINE

B. MULTI-FAMILY BUILDINGS:

-MINIMUM FRONT SETBACK:	18 FEET FROM A PUBLIC STREET, 5 FEET FROM A PRIVATE DRIVE ISLE FOR RESIDENTIAL STRUCTURES AND 0 FEET FROM A PRIVATE DRIVE AISLE FOR FREE STANDING GARAGE.
-MINIMUM BUILDING SEPARATION:	20 FEET FROM CLOSEST POINT OF FOUNDATION WALL TO CLOSEST POINT OF FOUNDATION WALL OF ADJACENT BUILDING.
-MINIMUM REAR YARD:	20 FEET
-OFF STREET PARKING:	2 SPACES PER DWELLING UNIT AND MAY INCLUDE GARAGE AND TANDEM PARKING SPACE.
-MAXIMUM BUILDING HEIGHT:	4 STORIES AND 50 FEET MEASURED IN ACCORDANCE WITH CURRENT CITY CODE REQUIREMENTS
-MAXIMUM FENCE/WALL HEIGHT:	8 FEET AND ALLOWED TO BE PLACED WITHIN BUILDING RESTRICTION LINE
-REQUESTED MAXIMUM UNITS PER BUILDING:	24 UNITS

C. CLUBHOUSE FACILITY:

-MINIMUM FRONT YARD:	18 FEET FROM A PUBLIC STREET
-MINIMUM SIDE YARD:	20 FEET FROM A PUBLIC STREET
-MINIMUM REAR YARD:	30 FEET FROM A PUBLIC STREET
-MINIMUM LOT AREA:	1.0 ACRES
-OFF STREET PARKING:	1 SPACE FOR EACH 250 SQUARE FEET OF GROSS FLOOR AREA.
-MAXIMUM BUILDING HEIGHT:	2.5 STORIES AND 40 FEET MEASURED IN ACCORDANCE WITH CURRENT CITY CODE REQUIREMENTS, AND 60 FEET MEASURED TO THE TOP OF ANY SPECIAL ARCHITECTURAL FEATURES (STEEPLES, TOWERS, SILOS, ETC.)
-MAXIMUM FENCE/WALL HEIGHT:	8 FEET AND ALLOWED TO BE PLACED WITHIN BUILDING RESTRICTION LINE

D. SIGNS:

SITE SIGNS:	SITE SIGNS SHALL MEET THE REQUIREMENTS OF CHAPTER 230 ARTICLE VI SIGNS WITH THE CLARIFICATION THAT THE MINIMUM SIZE OF THE PERMANENT SUBDIVISION SIGN SHALL INCORPORATE THE SIGN FACE ONLY AND SHALL NOT INCLUDE THE ASSOCIATED MONUMENTAL STRUCTURE TO WHICH IT IS AFFIXED

E. DEVIATIONS FROM CHAPTER 200 OR 230:

1. A REDUCED R.O.W. FROM 60' TO 28'. TO COMPENSATE FOR THIS AN 18' EASEMENT IS PROVIDED ON EACH SIDE OF THE ROAD THAT TOTALS 64' FOR ACCESS AND UTILITY WORK.
2. THE PAVEMENT WIDTH OF THE ROADS IN PHASE 2 AND PHASE 3 ARE 22' WIDE CONSISTENT WITH PHASE 1.

DATA COLUMN

TAX MAP ID:	1-30-6.00-108.00 1-30-3.00-264 & 264.01
EXISTING ZONING:	R-1, R-2, R-3, W/PUD
PROPOSED USE:	R-1, R-2, R-3, W/PUD
TOTAL SITE AREA:	178.03 AC.±
PHASE 1:	119.19 AC.±
PHASE 2:	28.06 AC.±
PHASE 3:	12.15 AC.±
PHASE 4:	18.46 AC.±
GROSS AREA:	R-1 = 71.02 AC, R-2 = 50.19 AC, R-3 = 47.82 AC
NET DEVELOPMENT AREA:	R-1 = 53.27 AC, R-2 = 38.19 AC, R-3 = 35.86 AC
MAX DENSITY ALLOWED:	R-1 = 4, R-2 = 6, R-3 = 16
UNITS ALLOWED:	R-1 = 213(53.27 x 4), R-2 = 229(38.19 x 6), R-3 = 573(35.86 x 16)
TOTAL NUMBER OF UNITS ALLOWED:	1015
TOTAL NUMBER OF UNITS PROVIDED:	768
OVERALL DENSITY :	4.31 UNITS/ACRE
PHASE 1 TOTAL:	363
SINGLE FAMILY DWELLING:	363
PHASE 2 TOTAL:	89
SINGLE FAMILY DWELLING:	89
PHASE 3 TOTAL:	52
SINGLE FAMILY DWELLING:	52
PHASE 4 TOTAL:	264
11 APARTMENT BUILDINGS WITH 24 UNITS	264
BUILDING CONSTRUCTION TYPE:	MASONARY & TIMBER
COMMUNITY BUILDING SIZE:	±40'x ±95'
COMMUNITY BUILDING LOCATION:	CORNER OF W. HEIRLOOM WAY & CLUBHOUSE DR.
TOTAL PROPOSED RIGHT-OF-WAY:	18.90 AC.±
PHASE 1:	15.31 AC.±
PHASE 2:	1.99 AC.±
PHASE 3:	1.60 AC.±
PHASE 4:	0.00 AC.±
TOTAL AREA OF LOTS:	105.22 AC.±
PHASE 1:	65.44 AC.±
PHASE 2:	14.70 AC.±
PHASE 3:	10.55 AC.±
PHASE 4:	18.46 AC.±

TOTAL REQUIRED OPEN SPACE:	(768 DWELLING UNITS x 400 SF) = 7.05 AC.±
REQUIRED RECREATIONAL AREA:	(OPEN SPACE x 50%) = 3.525 AC.±
TOTAL WETLANDS:	8.31 AC.±
PROVIDED OPEN SPACE AREA:	44.12 AC.±
RECREATIONAL AREA PROVIDED:	16.37 AC.±
PHASE 1:	
AVERAGE DENSITY OF LOTS:	3.07 UNITS/ACRE
MINIMUM LOT SIZE:	5,772 SQ.FT.±
MAXIMUM LOT SIZE:	15,858 SQ.FT.±
AVERAGE LOT SIZE:	7,789 SQ.FT.±
PHASE 2:	
AVERAGE DENSITY OF LOTS:	6.05 UNITS/ACRE
MINIMUM LOT SIZE:	5,772 SQ.FT.±
MAXIMUM LOT SIZE:	16,782 SQ.FT.±
AVERAGE LOT SIZE:	7,195 SQ.FT.±
PHASE 3:	
AVERAGE DENSITY OF LOTS:	4.93 UNITS/ACRE
MINIMUM LOT SIZE:	6,426 SQ.FT.±
MAXIMUM LOT SIZE:	12,316 SQ.FT.±
AVERAGE LOT SIZE:	8,838 SQ.FT.±
PHASE 4:	
DENSITY OF LOT:	14.30 UNITS/ACRE
LOT SIZE:	804,118 SQ.FT.±
TOTAL WOODLAND PRESERVATION:	10.45 Ac.±
MAXIMUM IMPERVIOUS COVERAGE:	35%
PROPOSED SEWER:	CITY OF MILFORD
PROPOSED WATER:	CITY OF MILFORD
ELECTRIC SERVICE:	CITY OF MILFORD
SCHOOL DISTRICT:	MILFORD
FIRE DEPARTMENT:	MILFORD
VERTICAL DATUM:	NAVD 88
HORIZONTAL DATUM:	NAD 83
NUMBER OF MONUMENTS FOUND:	14
NUMBER OF MONUMENTS SET:	12

DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
OCEAN CITY, MARYLAND (410) 524-5141
EASTON, MARYLAND (410) 770-4744

MASTER PLAN

MILFORD PONDS

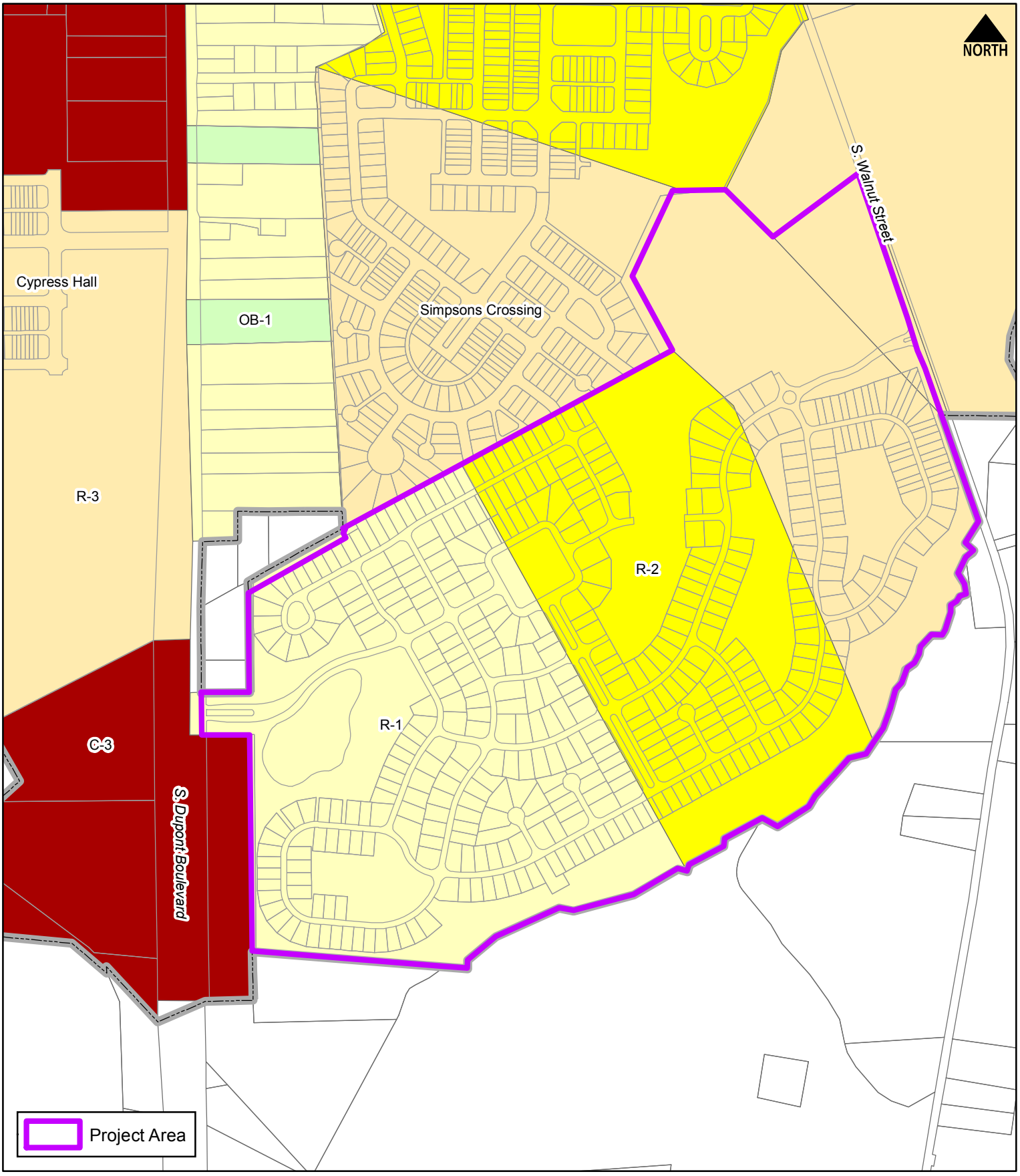
CEDAR CREEK HUNDRED, CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

Revisions:

Date: MARCH 2019
Scale: 1"=200'
Dwn.By: ADM
Proj.No.: 2875A001
Dwg.No.: M1

P:\2875\2875A001\current working folder\dwgs\MASTER PLAN.dwg Feb 14, 2020 - 4:35pm mcka

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THE CITY of Milford DELAWARE

Scale: Feet
0 300 600

Drawn by: WRP Date: 10/03/19

Filepath: PlannedUnitDevelopment_MilfordPonds.mxd

Title:

Amended Planned Unit Development

Milford Ponds

Location & Zoning Map

KCI TECHNOLOGIES

ISO 9001:2008 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1352 Marrows Road, Suite 100 • Newark, DE 19711 • Phone 302-731-9176 • Fax 302-731-7807

January 30, 2020

City of Milford
201 South Walnut Street
Milford, Delaware 19963

Attention: Rob Pierce

Subject: Milford Ponds – Phase 2 and Phase 3 Construction Plans
KCI Job No. 131803632 – Task 09

Dear Mr. Pierce,

As requested, KCI Technologies performed a review of the Phase II and III of Milford Ponds Record/Construction Plans. This review was based on the City's Standard Specifications, and general engineering best practices. These plans were submitted by DBF and are dated March 2019.

We offer the following comments for consideration. The plans that were resubmitted addressed many comments but the plans still seem incomplete/lacking a lot of information (details, storm drain information, grading issues, missing pipes, missing/overlapping labels, plan views from phases not pertaining to phase 2 or 3, etc.). Many of the remaining comments are construction related which may be addressed once final construction plans are submitted. However, the Conditional Use and Record Plan comments shall be addressed prior to preliminary approval. In addition, revise the plans accordingly so that all drainage easements are at least 20' wide for both phases (in between lots 186 and 187 in phase 2 and all of phase 3) prior to preliminary approval. There may be additional construction comments once final plans are submitted. Please refer to the approved Phase 1 Plans and revise the Phase 2 and Phase 3 so that the setup for each plan is similar.

Conditional Use (PUD)

1. (General) A Planned Unit Development is defined as "a development providing housing of various densities, lot sizes, lot coverage and types, including related recreational and community facilities. The development may include commercial uses that are designed to serve the convenience needs of the residents of the development. The original approval from 2004 provided a total of 722 units,

including 150 condominiums, 228 townhouses and 344 single-family detached units. The revised PUD that was approved in 2018 provided a total of 700 units, including 459 single family detached units, 91 townhouses and 150 multi-family units. The proposed PUD has eliminated townhouses completely and provides 504 single-family detached dwellings and 264 multi-family units, for a total of 768 units. The Planning Commission and City Council will need to determine if the intent of a PUD is still met by the unit mix and layout being proposed. **Comment Noted – This will be addressed during the Public Hearing per response letter.**

2. (General) Currently, there are Townhouse Requirements listed in the PUD requirements. However, Townhomes are no longer proposed within this PUD. Remove the requirements of the Townhomes if they will not be proposed as a part of this project. **Addressed.**

3. (General) Include the request for the number of units per multi-family building for Phase 4 in the PUD table. This is not a waiver from Chapter 200, this is a deviation allowed under the PUD approval. **Comment Remains.**

4. (General) Provide the overall project density in dwelling units per acre in the Data Column. **Comment Remains – Add the total provided number of units in the phase 2 data column similar to what is shown in the phase 3 data column.**

5. (General) Revise the open space and recreational open space requirement calculations in the data column per Chapter 230-48-10(G) of the City's Zoning Code. **Comment Remains – Add the required open space calculation and provided open space to the Phase 2 Record and Construction Plan Cover Sheets.**

6. (General) In order to minimize issues with updating parcel numbers, addresses, and assessment information, coordinate with Sussex County Mapping Department for lot number arrangement. **Comment Remains – DBF is to meet with Sussex County Mapping Department per response letter.**

7. (General) Verify that there are 363 single-family dwelling units in Phase I. There were 364 single-family dwelling units in the current PUD and it is not clear where the change occurred in Phase I. **Comment Remains – Per DBF's response letter, one lot is proposed to be removed in Phase 1 and a revised record plan will be submitted and recorded to show this. Provide KCI and the City with the revised Record Plan once available.**

8. (General) Add the date of boundary and topographic survey under the General Notes of Phase 2 and Phase 3. **Addressed.**

9. (General) Update the Construction Plans per the Record Plan and PUD comments. **Addressed.**

10. **(General) Verify that the Phase 2 and Phase 3 cover sheets for the Record and Construction Plans are consistent and provide the information requested in the above comments. For example, the required open space calculation is not listed on the Phase 2 plans, total number of units provided is not listed on the phase 2 plans, etc.**

Phase 2 Record Plan

11. (Cover) Add all City of Milford General Record Plan Notes. **Addressed with Comment – Add all the notes to the Construction Plans.**

12. (Cover) Add the provided City of Milford approval blocks to the plan. **Addressed.**

13. (Cover) Provide a wetland certification statement. **Addressed.**

14. (Cover) Once approved, update the variance notes to list the approval date and whom approved the variance (i.e. board of adjustments). **Comment Remains – See comment 17 and add the approval date and board whom approved all variances once/if approved.**

15. (Cover) Update the PUD table per the PUD review comments. Remove the reference to the apartment variance in the notes and add to the overall PUD table. **Addressed.**

16. (Cover) Update the data column per the PUD review comments. Provide the overall project information similar to what was done for Phase I. **Addressed.**

17. (Cover) Note that the variances on the sheet should only be from Chapter 200 Subdivision of Land. The PUD approval permits have some deviations from the zoning ordinance, which should be provided in the PUD table. Any variances from Chapter 230, outside of what is permitted through the PUD, will require Board of Adjustment review. **Comment Remains – All deviations from Chapter 200 or 230 needs to be noted in the PUD table. Currently, the applicant is showing a reduction in the R.O.W. from 60' to 28' but has not specifically requested this deviation on the title sheet. Revise the plan accordingly to list this reduction in the PUD table. If not, then any deviation not requested in the PUD table will be enforced upon on the submission of the final subdivision.**

18. (Cover) Note the pavement width and right-of-way width waiver request in the waiver table for all roadways that do not meet Chapter 200 requirements. Minor collectors require 50-60 feet of right-of-way and 25-30 feet of pavement width

per Chapter 200. The plans only provide 28 ' of right-of-way and 22 ' in pavement width. **Comment Remains – See comment 17 and add the approval date and board whom approved this once/if approved.**

19. (Cover) The supercedure note on the cover sheet references Phase I instead of Phase II. Revise the note accordingly to refer to the correct phase. **Addressed.**

20. (Cover) The maximum allowed impervious coverage is 35%. Add a Phase 2 Site Area Breakdown to the data column as follows to ensure that the maximum impervious coverage is not exceeded before completion of all 4 phases of the subdivision. Although the building footprints may not have been set yet, an accurate building coverage estimate shall be included in the impervious surface area. **Addressed – The same shall be done when Phase 4 is submitted.**

21. (Cover) Currently, under existing zoning it lists proposed use and then lists the zones that are proposed. Revise the data column to list the existing/proposed ZONING. **Addressed.**

22. (R2.2) Label the SWM area on the plan. **Addressed.**

23. (R2.2) Label the easement between lots 199/200. **Addressed.**

24. (R2.2) The metes/bounds data for lots 168/169 and 222/223 are overlapped by an easement and is tough to read. Revise the plan accordingly so that there are no overlapping labels. **Addressed.**

25. (R2. 2) Currently, there appears to be a parcel between lots 216 and 217 that is shown with new property lines but is not labeled. Verify whether this is a parcel or not and add a lot number with metes/bounds. If this is open space, remove the proposed property line and incorporate with the larger open space parcel to the east. **Addressed.**

26. (R2.2) Show the recreational open space components that are shown on the PUD master plan. **Addressed with Comment – It appears that residents would have to cut through private property or walk along the SWM Pond bank in order to access the picnic area. Clarify how residents will access the picnic area.**

27. (R2.2 & R2.3) Label all open space parcels with a unique identifier and provide the overall acreage of each parcel. **Addressed with Comment – Provide a unique identifier for each open space parcel and Label the total acreage for each section of open space similar to what is done for each lot.**

28. (R2.2 & R2.3) Show the 25' wetland setback on the plan. **Addressed.**

29. (R2.3) Revise the metes/bounds labels for lots 164/165 so that they are legible. **Addressed.**

30. (R2.3) Verify that all curves listed in the curve table are shown on the plan. **Addressed.**

Phase 2 Construction Plans

31. **Provide all required agency approvals (i.e. Fire Marshal, DHSS, SCD, etc.)**

32. **Provide construction information for the storm drain system. Profiles, inverts, elevations, schedules, etc.**

33. **Provide the necessary structure and pipe schedules for the sanitary and storm drain systems.**

34. (General) Add all applicable City of Milford and DelDOT details to the plan (Storm, Sanitary, Water, Site, etc.). **Comment Remains – Some details were added to the Phase 3 plans but not to the Phase 2 plans. All applicable details shall be provided on both plans. They include the details provided on the Phase 3 plans, sidewalk, curb, handicap ramps, storm structures, etc.**

35. (General) Revise the plan accordingly so that all plan view sheets have a graphical scale. **Addressed.**

36. (General) The sidewalks should be 5' instead of 4' per the City Standard Specifications and ADA requirements. **Addressed.**

37. (General) Add the 25' wetland setback to the plan. **Addressed.**

38. (Cover) Add all City of Milford General Notes to the plan. **Comment Remains – Add all City of Milford General Notes to the Construction Plans. Currently, they are only on the Record Plan.**

39. (Cover) Add all required City Approval Blocks to the cover sheet for construction plans. **Comment Remains.**

40. (Cover) Add the date of boundary and topographic survey. **Addressed – We recommend verifying that the survey is still correct since it is dated from 2005.**

41. (Cover) Currently, under existing zoning it lists proposed use and then lists the zones that are proposed. Revise the data column to list the existing/proposed ZONING. **Addressed.**

42. **(Cover) Verify what the correct FEMA note is. General Note 6 and 23 conflict with each other.**

43. (C2.1 & C2.2) Add the stationing at intersections. **Addressed.**

44. (C2.1 & C2.2) Add the PC and PT stationing. **Addressed.**

45. **(C2.1 & C2.2) Revise the plan accordingly to limit label overlap and so that text is in the correct orientation.**

46. **(C2.1 & C2.2) Many of the contours (Specifically the crowns in the road) do not have an elevation labled. Revise the plan accordingly so that the elevations are clear for all contours.**

47. (C2.3) Currently, there is varying pavement section depths throughout the subdivision. Revise the plan accordingly so that there is minimal to no change in pavement sections throughout the subdivision. **Comment Remains – Revise the section detail to show 11" GABC instead of 8" to provide consistency from the Phase 1 plans. In addition, verify if two of these section details are needed, they appear to show the same thing. Lastly, revise the stationing and street names to be the road names and corresponding stations of this phase. This should also be applied to the phase 3 construction plans.**

48. (C2.3) Revise the pavement sections so that they meet the City's minimum requirement of 8" of GABC and 3" of combined top/base. **Addressed.**

49. (C2.3) Revise the road section to specify 2% slope instead of $^{1}/4$"/FT. **Addressed.**

50. (C2.3) Currently, the plan shows 18' utility easements parallel to the City's Right-of Way along the roads. However, the road section show 10 ' utility easements. Revise the detail accordingly to match the plan. **Addressed.**

51. (C2.3) Currently, the road section shows a 26' Right-of-Way. However, the plan views on the road plans label a 28' Right-of-Way. Revise the plans accordingly so that they match. **Addressed with Comment – Although the Right-of-Way was corrected, now it appears that the road section detail does not match what is shown on the plan view. The road section detail has the curb width as 3' (per DelDOT Detail, type 2 curb is 2' in width) and the grass area between back of curb and sidewalk as 3' (on the plan this area is 5'), the area between the back of sidewalk and the easement is 10' (we measured 9' on the plan). Revise the plan/road section detail accordingly so that they match.**

52. (C2.3) There are notes that refer to Section 5 for Sidewalk Specifications and Section 7 for Design Information. Verify if these should be on the plan. The details for these items shall be shown on the plan as well. The sidewalk detail shall be

added to the plan set. **Comment Remains – Add the City of Milford Sidewalk Detail to the plan and clarify what specifications the notes are referring to (i.e. Milford or DelDOT specs).**

53. (C2.3) Address the following in regards to the Intersection Plan Views:

    a. Currently, there is an intersection plan view that is named Round Robin Drive Plan View. Revise the name of this to include the intersection name similar to how the two other intersection plan views were named. **Comment Removed.**

    b. Add the street names to the plan views. **Addressed.**

    c. Add proposed spot elevations (and flow arrows) along the face of curb at 25’ intervals and as necessary to demonstrate the proposed drainage patterns thru the intersection or to an inlet. **Addressed – We recommend addressing this comment but will not be required.**

    d. Add the storm drain structure numbers to the plan views. **Addressed.**

54. (C2.3) The stormwater management easements are not wide enough to allow for safe excavation for piping for future repairs. These should be a minimum of 20 ' in width to allow for enough area to repair piping in the future. Keep in mind that the easements shall not encroach upon the lot setbacks. **Comment Remains – Pipe 502 only has a 10’ easement in between lots 186 and 187. This will have to be revised to a 20’ easement to allow enough room for City maintenance/repairs. In addition, if it is determined that any of the storm drain pipes in between lots are extremely deep, then the easements may have to be increased beyond 20’.**

55. (C3.l) Currently, there appears to be proposed grading within the building footprints. The buildings shall have a consistent finished floor elevation. **Comment Remains – Some of the grading lines are still going through the proposed finished floor. For example the grading lines are going through lots 193,194,197,198,217, and 225. Revise so that all lots have a consistent finished floor elevation.**

56. (C3.1) Currently, there are two proposed grading line types on the south side of the stormwater management pond. Revise the grading of the stormwater management pond so that there is just one proposed grading layer. **Comment Removed – Pond grading and SWM facilities to be reviewed by SCD.**

57. **(C3.1) Many storm drain pipes are missing from the plan (i.e. P501, P511, etc.) Add these pipes to the plan.**

58. **(C3.1) Revise the P511 identifier so that it is not overlapping with the gray overlap of the SWM facility.**

59. (C4.1) Currently, there are two fire hydrants located adjacent to Lot 202. Revise the plan accordingly so that the fire hydrants are spaced adequately. **Addressed.**

60. (C4.l) Currently, it appears that there are two waterline alignments for the 10', water main that is capped at South Walnut Street in between lots 199 and 200. Verify whether or not there will be two waterline alignments or revise the plan accordingly to only show one. **Addressed.**

61. (C4.1) There shall be a water valve at each leg of a T intersection. Revise the plan accordingly so that there are three valves at each T intersection. **Addressed.**

62. (C4.l) Add a fire hydrant assembly label and 6" gate valve label to the fire hydrant adjacent to lot 202. **Addressed.**

63. (C4.1) Verify that the minimum 10' horizontal separation is met for the fire hydrant service pipe and sewer lateral for lot 202. **Addressed.**

64. (C4.l) There are two manhole symbols by Manhole 83. Verify if both manholes are needed or remove the manhole symbol from the plan. **Addressed.**

65. (C4.l) Currently, there appears to be overlapping 8" sewer main labels in front of lot 167. Remove one of the labels to fix the overlap. **Addressed.**

66. (C4.1) Per the City of Milford Standard Specifications "Sewer mains should be located within the street right-of-way wherever practical, and as close to the centerline of the road as possible. Curb crossings are unacceptable." Revise the plans accordingly so that all sanitary sewer mains are located as close to the centerline of the road as possible and do not have curb crossings. **Addressed.**

67. (C4.1) Label the utility easements on the plan. **Addressed.**

68. (C4.I) Currently, there are easements that lead to the storm water management pond. However, there are no storm drain pipes/structures within these easements. Verify if storm drain pipes/structures are proposed within these easements. If they are, then add them to the plan. **Addressed.**

69. (C4.l & C4.2) Clarify the pipe material of the water main. **Addressed.**

70. (C4.1 & C4.2) The cleanouts and water meters are labeled on the Phase 3 Construction Plans but are not on the Phase 2 Construction Plans. Revise the plans accordingly so that they are consistent. **Addressed.**

71. (C4.l & C4.2) Add curb stops for all houses just before the meter pits. **Addressed.**

72. (C4.1 & C4.2) Currently, the cleanouts for the sanitary sewer and the water meters are located on the proposed sidewalk. Move all the cleanouts and water meters so that they are located in the grass at the easement line. **Addressed with Comment – This comment is no longer valid. Per recent conversations with Public Works, they prefer cleanouts and water meters to be located within the sidewalk (but not the driveway). We recommend revising the plans accordingly to address this. However, since the comment was wrongfully made on the last review, this can instead be addressed with a note on the plan and a discussion at the pre-construction meeting.**

73. (C4.1 & C4.2) Currently, there are many laterals that tie directly into sanitary sewer manholes. Per the City's Standard Specifications, no laterals shall tie into manholes. They shall connect directly to the gravity main using a y-branch connection. **Addressed.**

74. (C4.1 & C4.2) Label the valves for the fire hydrants on the plan. **Addressed.**

75. (C4.3) Verify that the vertical separation between the sanitary sewer and storm drain system is 12 " minimum. **Addressed.**

76. (C4.3) Currently, there are two profiles that are named MH-80/MH-92. However, they are both incorrectly named. Revise the names of these profiles to reflect what is shown in the profile. **Addressed.**

77. (C4.3) Verify whether or not MH 67 is existing or proposed. If existing, clarify this on the plan. **Addressed.**

78. (C4.3) Revise the matchlines to refer to the sheet and/or phase. **Addressed.**

79. (FPI.I) Add the class of the ductile iron pipe to the fire hydrant detail. The minimum class is 50 per the City's Standard Specifications. **Addressed.**

80. (FPl.2 and FPl.3) The handicap ramps shall be labeled on the Road Plans, not just the Fire Protection Plans. **Addressed.**

81. (FPl.2 and FP1.3) Currently, only the "A", "F", and "B" label are used from the Note Legend on sheets 20 and 21. Determine if the other labels will be used and add them to the sheet accordingly. If not remove them from the Note Legend and renumber the items in the list. **Addressed.**

82. **Currently, there are areas where the storm drain system and watermain overlap for extended stretches (i.e. in front of lots 169 to 172). Water and storm drain pipes may cross with proper vertical separation, but should generally be offset from each other (ideally 3'). Keep in mind that the**

minimum horizontal separation between water and sanitary sewer pipes is 10'.

83. **Add all water crossing profiles to the plan.**

Phase 3 Record Plan

84. (Cover) Update the data column per previous comments for the PUD and Phase 2 reviews. The data column should provide the overall project characteristics similar to what was done for Phase 1. **Addressed.**

85. (General) Revise the Record Plan per the Phase 2 Record Plan comments in this letter. Many of the comments apply for both phases. **Addressed.**

86. (General) Add the PUD Requirements Table similar to what was done for Phase 1 and 2. **Addressed.**

87. (General) Update the Chapter 200 Variances per previous comments for the PUD and Phase 2. **Addressed with Comment – Add the approval date and board whom approved the variance once/if approved.**

88. (RI.02) Verify that the Curve Table is correct and that it matches the plan. There are duplicate curve numbers and missing curve numbers in the table. **Addressed.**

89. Include a wetland certification statement. **Addressed.**

Phase 3 Construction Plans

90. **Provide all required agency approvals (i.e. Fire Marshal, DHSS, SCD, etc.)**

91. **Provide construction information for the storm drain system. Profiles, inverts, elevations, etc.**

92. **Provide the necessary structure and pipe schedules for the sanitary and storm drain systems.**

93. (General) Revise the construction plans per the Phase 2 Construction Plan comments in this letter. Many of the comments apply for both phases. **Comment Remains.**

94. (General) The approved Phase I Plans show utilities as proposed in phase I that are also proposed in Phase 3. For example, sanitary manhole 7, but not limited to, is proposed within Phase l. However, it is also proposed on the Phase 3 Construction Plans. I futilities have already been installed and are shown on this plan as the tie-ins to Phase l, then they should be labeled as existing in the profile. In addition, the

engineer should revise the structure inverts/elevations of the tie-ins from phase I to be the as-built information instead of the design information (for all phases). This will ensure that the minimum required slopes can still be met. This will reduce the risk of the City not accepting the utilities and them having to be dug up and corrected per the City's Standard Specifications. **Comment Removed – See Comment 110 of this letter.**

95. (General) The Phase 3 Construction Plans are missing a lot of pertinent information (profiles, construction details, and signage etc.). Add all pertinent information and revise the plans so that they are consistent with the other phases. **Comment Remains – Add road section details/pavement depths similar to sheet 2.03 on the Phase 2 Construction Plans and any other pertinent information to the plans so that they remain consistent with the other phases.**

96. (General) Add a more detailed legend to the Construction Plans. **Addressed.**

97. **(C1.01) Add all of the utility easements to the "Key Plan" sheets of the plans. The easement line that runs parallel to the R.O.W. is missing.**

98. (C2.01-C2.05) Currently, the legend has two hatchings for pavement. However, they refer to sheet 27 for a detail even though there is no sheet 27 in this plan set. Add the detail to the plan and revise the legend accordingly to reference the correct sheet. **Addressed.**

99. **(C2.01-C2.05) Proposed grading is not shown on the plans but is shown in the profiles. Add the proposed grading to the road plans.**

100. (C2.03 & C2.04) Verify if the profiles/plan views are necessary. They are currently showing plan views and profiles that do not involve Phase 3. **Comment Remains – Profiles/plan views on sheet C2.03 are referring to Phase 1, 2 and 4 but not 3. Verify that these are a part of Phase 3 and if not remove them from this section of Construction plans.**

101. (C-3.01) Currently, it appears that there are areas without crowns in the road. Revise the plan accordingly so that the road is properly graded. **Addressed.**

102. (C-3.01) Currently, there is a contour with a high point/low point between lots 581 and 582 that has no label. **Addressed.**

103. (C3.01) Add the elevation to the contour that circles lot 65. **Addressed.**

104. (C-3.01) Verify whether the catch basins and pipes near lots 464-469 are existing or proposed. The identifier labels appear to be lighter than the other identifier labels for CB 306, CB 307, P 307 and P 308. **Addressed with Comment – Verify that**

Pipe 308 is existing. It appears that the pipe has an existing line type but is shown on these construction plans. In addition, the drainage easements should be 20'. Label the drainage easements in Phase 3 on the Record and Construction Plans.

105. (C-3.01) Currently, it appears that P 353 has no outfall. Revise the plan accordingly so that all pipes have an outfall. **Addressed.**

106. (C3.01) Currently, there is a P 308 label on lot 464 with no pipe shown. Revise the plan accordingly to show the pipe or remove the label. **Addressed.**

107. (C4.01) Currently, there are symbols that appear to be manholes at the curve lines and property lines. Revise the symbol so that it can be differentiated from sanitary sewer manholes and add the symbol to the legend. If these symbols are not needed on the utility plan, remove them. **Addressed.**

108. (C4.01) There are two random circles along the right-of-way in front of lots 147 and 581. Verify if these are necessary on this sheet or remove them. **Addressed.**

109. (C4.01) There is no labeling or legend on the utility plan. Revise the utility plan accordingly so that items are labeled similar to Phase 2. **Addressed.**

110. (C4.01) Currently, it appears that there is a proposed cap at the end of the water mains on Flower Garden Drive and Stitch work Way. Verify whether the watermains at the matchline of Phase 1 and Phase 3 along Flower Garden Drive and Stich work Way are capped or if there is an existing watermain that they are tying into. **Addressed with Comment – Per DBF's response letter, this has not been constructed yet and the contractor is to confirm where to tie in at construction. However, the proposed water main, sanitary sewer, and storm from the approved Phase 1 plans shall still be shown on the plan as existing and the tie in shall be shown. This shall be done at all points in which this phase ties into another phase.**

111. (C4.01) Currently, some of the sanitary sewer pipe line styles show S and some show SS. Revise the sanitary sewer pipe labels so that they are consistent throughout the plan or add a legend to differentiate between the two. **Addressed.**

112. **(C4.01) Currently, some of the manholes are labeled as "XX". Verify what number these manholes should be and revise the plans/profiles accordingly.**

113. **(C4.01) Revise the plan accordingly so that there is a water valve at each leg of each intersection (i.e. 3 valves for a t intersection and 4 valves for a four way intersection).**

114. **(C4.01) Add the storm drain system to the Utility Plan so that the plan can be compared to the profiles in regards to utility crossings.**

115. (C4.02) Clarify that drop manholes shall be 60" in diameter. **Addressed.**

116. (C4.02) Clarify whether the drop manholes are inside or outside drop manholes. **Addressed.**

117. (C4.02 & C4.03) Two profiles are named pump station/MH-19 profile. Revise the name to match what is shown in the profile. **Addressed.**

118. **(C4.02 & C4.03) Add all inverts to the profiles.**

119. (C4.03) Add matchlines to the plans/profiles. If the two ends of the profile are other phases, then refer to the phase. For example, the Phase I line should be shown on the profile adjacent to Sanitary Sewer Manhole 7. **Comment Remains.**

120. **Add all water crossing profiles to the plan.**

If you have any questions or comments regarding this letter, please do not hesitate to contact me any time at (302) 318-1087.

Sincerely,

Eric T. Gibson,
Engineer in Training

Jason McClafferty, P.E.
Project Manager

DAVIS BOWEN & FRIEDEL, INC.

ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS

Michael R. Wigley, AIA, LEED AP
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.
Jamie L. Sechler, P.E.

February 13, 2020

City of Milford
180 Vickers Drive
Milford, DE 19963

Attn: Rob Pierce, Planning & Economic Development Director

RE: **Milford Ponds – Revised PUD, Phase 2 Preliminary and Phase 3 Preliminary**
Original Tax Parcel Number: 1-30-3.00-264.00, 1-30-3.00-264.01, and 1-30-6.00-108.00
DBF #2875A001

Dear Mr. Pierce,

On behalf of our clients Milford Ponds, LLC we are please to submit a revised PUD Plan, revised Phase 2 and revised Phase 3 preliminary plans per comments received on January 30, 2020. The plans only address the PUD Conditional Use and Record Plan comments. A separate response will be prepared for the construction documents. In regards to the PUD, most of the deviations were approved in the previous request and believe we have annotated them on the cover page and will ensure during the public hearing process that all deviations that were previously approved and / or new requests are documented. Upon Council approval, a final PUD plan will be submitted to the City. We have retained the original numbering to facility review of the Conditional Use and Record Plans and offer the following item-by-item response:

Conditional Use (PUD)

1. (General) A Planned Unit Development is defined as "a development providing housing of various densities, lot sizes, lot coverage and types, including related recreational and community facilities. The development may include commercial uses that are designed to serve the convenience needs of the residents of the development. The original approval from 2004 provided a total of 722 units, including 150 condominiums, 228 townhouses and 344 single-family detached units. The revised PUD that was approved in 2018 provided a total of 700 units, including 459 single family detached units, 91 townhouses and 150 multi-family units. The proposed PUD has eliminated townhouses completely and provides 504 single-family detached dwellings and 264 multi-family units, for a total of 768 units. The Planning Commission and City Council will need to determine if the intent of a PUD is still met by the unit mix and layout being proposed. Comment Noted – This will be addressed during the Public Hearing per response letter. **Acknowledged.**

3. (General) Include the request for the number of units per multi-family building for Phase 4 in the PUD table. This is not a waiver from Chapter 200, this is a deviation

allowed under the PUD approval. Comment Remains. **This is listed in Section B.**

4. (General) Provide the overall project density in dwelling units per acre in the Data Column. Comment Remains – Add the total provided number of units in the phase 2 data column similar to what is shown in the phase 3 data column. **The number of units has been added and the data column for Phase 2 will be revised prior to submitting final plans for approval.**

5. (General) Revise the open space and recreational open space requirement calculations in the data column per Chapter 230-48-10(G) of the City's Zoning Code. Comment Remains – Add the required open space calculation and provided open space to the Phase 2 Record and Construction Plan Cover Sheets. **The data column for Phase 2 will be revised prior to submitting the final plans for approval.**

6. (General) In order to minimize issues with updating parcel numbers, addresses, and assessment information, coordinate with Sussex County Mapping Department for lot number arrangement. Comment Remains – DBF is to meet with Sussex County Mapping Department per response letter. **We are meeting with Sussex County Mapping on Friday, February 21, 2020.**

7. (General) Verify that there are 363 single-family dwelling units in Phase I. There were 364 single-family dwelling units in the current PUD and it is not clear where the change occurred in Phase I. Comment Remains – Per DBF's response letter, one lot is proposed to be removed in Phase 1 and a revised record plan will be submitted and recorded to show this. Provide KCI and the City with the revised Record Plan once available. **Acknowledged.**

10. (General) Verify that the Phase 2 and Phase 3 cover sheets for the Record and Construction Plans are consistent and provide the information requested in the above comments. For example, the required open space calculation is not listed on the Phase 2 plans, total number of units provided is not listed on the phase 2 plans, etc. **The Record Plan and Construction Cover Sheets will be revised and updated to be consistent with each other.**

Phase 2 Record Plan

11. (Cover) Add all City of Milford General Record Plan Notes. Addressed with Comment – Add all the notes to the Construction Plans. **Acknowledged.**

14. (Cover) Once approved, update the variance notes to list the approval date and whom approved the variance (i.e. board of adjustments). Comment Remains – See comment 17 and add the approval date and board whom approved all variances once/if approved. **The notes will be updated after approval by City Council.**

17. (Cover) Note that the variances on the sheet should only be from Chapter 200 Subdivision of Land. The PUD approval permits have some deviations from the zoning

ordinance, which should be provided in the PUD table. Any variances from Chapter 230, outside of what is permitted through the PUD, will require Board of Adjustment review. Comment Remains – All deviations from Chapter 200 or 230 needs to be noted in the PUD table. Currently, the applicant is showing a reduction in the R.O.W. from 60' to 28' but has not specifically requested this deviation on the title sheet. Revise the plan accordingly to list this reduction in the PUD table. If not, then any deviation not requested in the PUD table will be enforced upon on the submission of the final subdivision. **We have added the deviations to the PUD plan and will review them one by one to ensure all necessary deviations have been received.**

18. (Cover) Note the pavement width and right-of-way width waiver request in the waiver table for all roadways that do not meet Chapter 200 requirements. Minor collectors require 50-60 feet of right-of-way and 25-30 feet of pavement width per Chapter 200. The plans only provide 28 ' of right-of-way and 22 ' in pavement width. Comment Remains – See comment 17 and add the approval date and board whom approved this once/if approved. **See response to Comment 17.**

26. (R2.2) Show the recreational open space components that are shown on the PUD master plan. Addressed with Comment – It appears that residents would have to cut through private property or walk along the SWM Pond bank in order to access the picnic area. Clarify how residents will access the picnic area. **There is an open area between Lots 216 and 217.**

27. (R2.2 & R2.3) Label all open space parcels with a unique identifier and provide the overall acreage of each parcel. Addressed with Comment – Provide a unique identifier for each open space parcel and Label the total acreage for each section of open space similar to what is done for each lot. **The open space areas have been identified by a letter.**

Phase 3 Record Plan

87. (General) Update the Chapter 200 Variances per previous comments for the PUD and Phase 2. Addressed with Comment – Add the approval date and board whom approved the variance once/if approved. **See response to comment 17.**

If you have any questions or need additional information, please do not hesitate to contact me at (302) 424-1441 or rwl@dbfinc.com.

Respectfully Submitted,
Davis, Bowen & Friedel, Inc.

Ring W. Lardner, P.E.
Principal

DEPARTMENT OF TRANSPORTATION
COMMENTS FOR
DAC MEETING
OF October 2019

Lands of Milford Ponds
Tax Map #: 130-6.00-108, 130-3.00-264 & 264.01
SCR X (X)
Sussex County

#19-035 / Milford Ponds, LLC Phases I, II, & III

1. Please refer to the "*Development Coordination Manual*" manual for the design of the subdivision streets and/or entrance. The website for the manual is the following;

   http://www.deldot.gov/Business/subdivisions/index.shtml?dc=changes

2. For all projects, any sub-station and/or wastewater facilities will be required to have access from the internal subdivision street with no direct access to the State maintained highway.

3. For all projects, a 20-foot wide buffer will be required from the edge of the stormwater management pond to the ultimate right-of-way of the County road. The ultimate right-of-way is based on the functional classification of the road.

4. Referring to the "*Development Coordination Manual"*, Chapter 3 – Record Plan Design, Section 3.2.5.1.2: Frontage Easements, a 15-foot wide permanent easement will need to be established across the property frontage. The location of the easement shall be outside the limits of the ultimate right-of-way for this road. The following note is required, "**A 15-foot wide permanent easement is hereby established for the State of Delaware, as per this plat.**"

5. Referring to the "*Development Coordination Manual"*, Chapter 3 – Record Plan Design, Section 3.2.5: Dedication of Right-Of-Way and Easements, Figure 3.2.5-a Minimum Standards for Total Roadway Right-Of-Way, the project shall be subject to dedicate right-of-way in accordance to the minimum standards.

6. Referring to the "*Development Coordination Manuals*", Chapter 3 – Record Plan Design, Section 3.2.4.1: Subdivision Street Right-Of-Way Monuments, right-of-way monuments are recommended to be furnished and placed along the private subdivision street.

7. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.2.4.2; Frontage Road Right-of-Way Monumentation, concerning the right-of-way markers being placed to provide a permanent reference for re-establishing the right-of-way and property corners along frontage roads. Due to the right-of-way dedication,

show and note the property corners markers that will need to be installed.

8. Referring to the "*Development Coordination Manual"*, Chapter 3 – Record Plan Design, Section 3.5.5: Transit Facilities, transit facilities requirements shall be followed as required by DTC or DelDOT.

9. Referring to the "*Development Coordination Manual*", under Chapter 3; Record Plan Design, Section 3.2.5.1.1 – Easements, if this development is proposing a neighborhood sign/structure, then a permanent easement shall be established at the entrance. The easement shall be located outside of any existing and/or proposed right-of-way. It will also need to be verified that the sign/structure does not pose a sight distance and/or safety hazard.

10. Metes and bounds and total areas need to be shown for any drainage easements. A minimum 20-foot wide drainage easement must be provided for storm drainage systems, open or closed, that fall outside the existing right-of-way or the drainage/utility easement. These easements shall be shown and noted on record plan.

11. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.5: Connectivity, connectivity requirements shall be followed for all development projects having access to state roads or proposing DelDOT maintained public road for subdivisions. Private or municipal streets should follow the local land use agency's requirements for connectivity.

12. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.4.2.1: Record Plan Content, the traffic generation diagram is required. See Figure 3-4-2-a: Traffic Generation Diagram for what is required.

13. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.4.2: Record Plan Submittal Requirements, adjacent existing features are required to be shown in accordance with Figure 3.4.2-b.

14. It will need to be noted on the Record Plan the type of off-site improvements and when the off-site improvements are warranted for this project.

15. Referring to the "*Development Coordination Manual*", Chapter 2 – Traffic Analysis and Improvements, it will need to be determined if a revised Traffic Impact Study (T.I.S.), Area-Wide Study Fee or a Traffic Operational Analysis (T.O.A.) will be required.

16. As per the Delaware State Strategies for Policy and Spending Map, this project is located within Investment Level I or II. Referring to the Departments Shared-Use Path/Sidewalk Policy a project an all Level I and Level II areas are required to install a path/sidewalk along the property frontage. If a physical impossibility exists, then a fee in lieu of construction shall be paid.

a. Projects in all Level area that generate 2,000-trips or greater are required to install a path/sidewalk along the property frontage.

17. Referring to the "*Development Coordination Manual*" under Chapter 5; Design Elements, Section 5.2.5 – Subdivision and Commercial Entrance Design Guidelines – Intersection Corner Radii, a separate turning template plan shall be provided to verify vehicles can safely enter/exit the entrance. The entrance shall be designed for the largest vehicle using the entrance.

18. Please check to determine if any utilities will need to be relocated as part of this project.

19. Standard General Notes have been updated and posted to the DelDOT Website. Please begin using the new versions and look for the revision date of May 21, 2019. The notes can be found at the following website under the *Guidance* tab;

    http://www.deldot.gov/Business/subdivisions/index.shtml

20. All PLUS/TAC comments shall be addressed prior to submitting the plans for review.

21. Referring to the "*Development Coordination Manual*", Chapter 6 – Construction Administration, Section 6.4.3: Commercial Entrances – Inspection and Acceptance, Figure 6.4.3-a: Construction Inspection Responsibilities, determine if the project is a Level 1 or Level 2 project and if an inspection agreement will be required.

22. The Auxiliary Lane Spreadsheet has been posted to the DelDOT website. Use this spreadsheet to determine if auxiliary lanes are warranted. The Auxiliary Lane Spreadsheet can be found at the following website under the *Forms* tab;

    http://www.deldot.gov/Business/subdivisions/index.shtml

23. Referring to the "*Development Coordination Manual*" under Chapter 5; Design Elements, Section 5.4 – Sight Distance, a sight distance triangle is required. A spreadsheet has been developed to assist with this task and can be found on the following website under the *Forms* tab;

    http://www.deldot.gov/Business/subdivisions/index.shtml

24. Please refer to the "*Development Coordination Manual*" Chapter 3; Record Plan Design, Section 3.4.1 Commercial or Major Residential Subdivisions – Record Plan Application Process, concerning if a pre-submittal meeting is required.

25. Effective August 1, 2015, all new and resubmittals shall be uploaded via the PDCA with any fees paid online via credit card or electronic check (ACH). The design firm making the submittal must create the project in the PDCA and upload all the required items to allow DelDOT to start the review process. Our website offers more detailed information,

including links to guidance about creating PDCA submittals. This information can be found at the following website under the PDCA section;

http://www.deldot.gov/Business/subdivisions/index.shtml

26. Referring to the "*Development Coordination Manual"*, Chapter 3 – Record Plan Design, Section 3.4.2: Record Plan Submittal Requirements, an Initial Stage review fee shall be assessed to this project.

27. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.4: Commercial or Major Residential Subdivisions, a record plan shall be prepared prior to issuing "Letter of No Objection". The Record plan submittal shall include the items listed on the Critical Items for Acceptance: Record Plan document that can be found at the following website under the *Guidance* tab;

    https://www.deldot.gov/Business/subdivisions/index.shtml

28. Referring to the "*Development Coordination Manual*", Chapter 4 – Construction Plans, Section 4.3: Subdivision Construction Plan Submittal Requirements, the Construction Stage review fee shall be assessed to this project.

29. Referring to the "*Development Coordination Manual*", Chapter 4 – Construction Plans, a subdivision/entrance plan shall be prepared prior to issuing subdivision/entrance approval. The Entrance/Construction/Subdivision plan submittal shall include the items listed on the Critical Items for Acceptance: Entrance/Construction/Subdivision Set Plans document that can be found at the following website under the *Guidance* tab;

    https://www.deldot.gov/Business/subdivisions/index.shtml

City of Milford, Delaware
Development Advisory Committee

Comment Sheet

****

DATE OF REVIEW: October 9, 2019

REVIEWING AGENCY: **Delaware State Fire Marshal's Office, Sussex Office**

INDIVIDUAL REVIEWERS: **Duane T. Fox, CFPS, CFPE, CFI, Asst. Chief Technical Services**
Dennett E. Pridgeon, CFPS, CFPE, CFI, Sr. Fire Protection Specialist
Jefferson L. Cerri, CFI, Sr. Fire Protection Specialist
Joseph Moran, CFI, Sr. Fire Protection Specialist
Desiree B. McCall, CFI, Sr. Fire Protection Specialist

AGENCY PHONE NUMBERS: **302-856-5298, Fax: 302-856-5800**

RE: MILFORD PONDS (19-035)

The reasons and conditions applied to this project and their sources are itemized below:

****

At the time of formal submittal, the applicant shall provide; completed application, fee, and three sets of plans depicting the following in accordance with the Delaware State Fire Prevention Regulation (DSFPR):

a. **Fire Protection Water Requirements**:
- Water distribution system capable of delivering at least 1000 gpm for 1-hour duration, at 20-psi residual pressure is required. Fire hydrants with 800 feet spacing on centers. (Apartments)
- Where a water distribution system is proposed for single-family dwellings it shall be capable of delivering at least 500 gpm for 1-hour duration, at 20-psi residual pressure. Fire hydrants with 1000 feet spacing on centers are required. (One & Two- Family Dwelling)
- Where a water distribution system is proposed for the site, the infrastructure for fire protection water shall be provided, including the size of water mains for fire hydrants and sprinkler systems.

b. **Fire Protection Features:**
- All structures over 10,000 sqft aggregate will require automatic sprinkler protection installed.
- Buildings greater than 10,000 sqft, 3-stories or more, over 35 feet, or classified as High Hazard, are required to meet fire lane marking requirements.
- Show Fire Department Connection location (Must be within 300 feet of fire hydrant), and detail as shown in the DSFPR.
- Show Fire Lanes and Sign Detail as shown in DSFPR

c. **Accessibility**
   - All premises, which the fire department may be called upon to protect in case of fire, and which are not readily accessible from public roads, shall be provided with suitable gates and access roads, and fire lanes so that all buildings on the premises are accessible to fire apparatus. This means that the access road to the subdivision from S duPont Blvd and S Walnut St must be constructed so fire department apparatus may negotiate it.
   - Fire department access shall be provided in such a manner so that fire apparatus will be able to locate within 100 ft. of the front door.
   - Any dead end road more than 300 feet in length shall be provided with a turn-around or cul-de-sac arranged such that fire apparatus will be able to turn around by making not more than one backing maneuver. The minimum paved radius of the cul-de-sac shall be 38 feet. The dimensions of the cul-de-sac or turn-around shall be shown on the final plans. Also, please be advised that parking is prohibited in the cul-de-sac or turn around.
   - The use of speed bumps or other methods of traffic speed reduction must be in accordance with Department of Transportation requirements.
   - The local Fire Chief, prior to any submission to our Agency, shall approve in writing the use of gates that limit fire department access into and out of the development or property.

d. **Gas Piping and System Information:**
   - Provide type of fuel proposed, and show locations of bulk containers on plan.

e. **Required Notes**:
   - Provide a note on the final plans submitted for review to read " All fire lanes, fire hydrants, and fire department connections shall be marked in accordance with the Delaware State Fire Prevention Regulations"
   - Proposed Use
   - Alpha or Numerical Labels for each building/unit for sites with multiple buildings/units
   - Square footage of each structure (Total of all Floors)
   - National Fire Protection Association (NFPA) Construction Type
   - Maximum Height of Buildings (including number of stories)
   - Note indicating if building is to be sprinklered
   - Name of Water Provider
   - Letter from Water Provider approving the system layout
   - Provide Lock Box Note (as detailed in DSFPR) if Building is to be sprinklered
   - Provide Road Names, even for County Roads

Preliminary meetings with fire protection specialists are encouraged prior to formal submittal. Please call for appointment. Applications and brochures can be downloaded from our website: www.statefiremarshal.delaware.gov, technical services link, plan review, applications or brochures.

THIS DOCUMENT IS INFORMATIONAL ONLY, AND DOES NOT CONSTITUTE ANY TYPE OF APPROVAL FROM THE DELAWARE STATE FIRE MARSHAL'S OFFICE

ARTICLE IX - Conditional Uses

§ 230-46. - Purpose.

A. The intent of the conditional use is to maintain a measure of control over uses that have an impact on the entire community. Generally, conditional uses may be desirable in certain locations for the general convenience and welfare. They must use the property in a manner that assures neither an adverse impact upon adjoining properties nor the creation of a public nuisance. In short, because of the nature of the use, it requires sound planning judgment on its location and site arrangement.

B. Conditional use permits may be issued for any of the conditional uses for which a use permit is required by the provisions of this chapter, provided that the City Council shall find that the application is in accordance with the provisions of this chapter after duly advertised hearings held in accordance with the provisions of Article XII.

§ 230-47. - Application and approval procedures.

A. The application for a conditional use shall first be made with the Code Official, who shall then forward the materials to the Planning Commission.

B. The Planning Commission shall study such information and make recommendations to the City Council within 60 days of the Code Official's referral to the Commission after holding a public hearing.

C. The Council shall then act within 60 days of the receipt of the Commission's recommendation to either approve with conditions or deny such use after holding a public hearing. The Council's decision shall be based on the determination that the location of the use is appropriate, it is not in conflict with the Comprehensive Plan and it is consistent with the purpose and intent of this chapter.

§ 230-48. - Criteria for evaluation.

The following criteria shall be used as a guide in evaluating a proposed conditional use:

A. The presence of adjoining similar uses.

B. An adjoining district in which the use is permitted.

C. There is a need for the use in the area proposed as established by the Comprehensive Plan.

D. There is sufficient area to screen the conditional use from adjacent different uses.

E. The use will not detract from permitted uses in the district.

F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

§ 230-48.1. - Criteria for planned unit residential development.

A. Permitted uses. Uses, accessory uses and signs permitted in any residential district shall be permitted in accordance with the additional requirement and provisions of the article.

B. Minimum requirements, area and width. In a planned unit residential development, minimum lot area and width may be less than that required by the district regulations, except that no single-family lot shall be less than 4,000 square feet in area nor less than 40 feet in width. The width of the lot shall be between lot lines at the front building setback line as determined by the Planning Commission.

C. Density. A planned unit residential development is not intended to increase density, but to allow flexibility in the design of the number of dwelling units permitted. If a parcel or parcels have more than one zoning classification, the total permitted density may be located throughout the parcel or parcels. The total permitted density shall be determined by dividing the net development area by the minimum lot area per dwelling unit required by the zoning district in which the land is located. Net

development area shall be determined by subtracting 25% of the gross area. Gross area shall not include any wetlands, floodway or similar area not suitable for building as determined by the Planning Commission.

D. Other requirements. Off-street parking, parking beneath buildings, front, side and rear setbacks, landscaping and buffering, lot coverage, number of units per building and building separation shall be as determined by the Planning Commission. Maximum height shall not exceed 48 feet and four stories maximum.

E. A planned unit residential development shall be subject to the same review procedures as for a major subdivision as provided in Chapter 200, Subdivision of Land.

F. Neighborhood commercial.

(1) Permitted neighborhood commercial uses. The following neighborhood commercial uses are permitted in a planned unit development:

(a) Retail goods and services.

(b) Child-care center (care for fewer than 24 children).

(c) Food services (grocery/convenience: cafe, coffee shop, but no facility with fuel distribution).

(d) Medical and dental offices, clinics, and laboratories.

(e) Professional and administrative offices.

(f) Repair services, conducted entirely within the building. (Auto repair and similar uses are not permitted.)

(g) Mixed use building (residential, including rentals, with other permitted use).

(h) Laundromats or dry cleaners.

(i) Art, music, or photography studio.

(j) Personnel service (barbershop, salons, video rental, fitness center and similar uses).

(k) Allowable uses (e.g., swimming pools, clubhouse and associated sport and exercise areas, tennis courts).

(2) Floor area standards. Up to 25% of the total acreage within the planned unit development may be available for nonresidential uses including neighborhood commercial, nursing home and hospice care, professional and small business office use, similar uses, but excluding areas reserved for clubhouse, pool, HOA offices and other development amenities. For neighborhood commercial, the maximum interior floor area shall not exceed 6,500 square feet total for any one use on one neighborhood commercial site without a variance.

(3) Hours of operation. Except for the swimming pool, clubhouse and associated sport or exercise areas, neighborhood commercial land uses shall be limited to the following hours of operation 6:00 a.m. to 9:00 p.m.

(4) Storage. Except for plants and garden supplies, overnight storage is not permitted.

(5) Parking. Parking spaces for the commercial space shall be determined in accordance with the overall planned unit development submission but in no event shall be less than 50% of the spaces required for standard commercial space.

(6) Control. Ownership of the land and buildings comprising the commercial space may be by individuals, corporations or partnership either in fee simple or as a condominium with limited common area control and shall be subject to the rules and regulations contained in the commercial area tenants association and covenants and restrictions. All commercial tenants shall pay dues and assessments to said association for management and upkeep of the common areas.

(7) Density. The overall density otherwise permitted under planned unit development shall be reduced at the rate of one dwelling unit per 3,000 square feet of commercial floor space.

G. A minimum of 400 square feet per unit shall be designated as open space subject to the recreational use. Recreational use requirement - 50% of the required open space shall be set aside for recreational use.

§ 230-49. - Conditions for approval; expiration.

A. In granting any conditional use permit, the City Council may designate such conditions as will, in its opinion, assure that the use will conform to the requirements as stated in § 230-48 and that such use will continue to do so.

B. Construction or operation shall be commenced within one year of the date of issuance or the use permit becomes void.

C. A reapplication for a use permit for the same lot or use shall not be considered by the City Council within a period of 365 days from its last consideration. This provision, however, shall not impair the right of the Council to propose a use permit on its own motion.

D. See fee schedule.

E. If a conditional use permit is granted under the provisions of this article, the City Council shall direct the Code Official to officially notify the applicant, in writing, of all conditions approved by the Council.

F. The approval of a conditional use is valid for one year. Unless permits are obtained or construction or use is substantially underway, all provisions of the conditional use are automatically rescinded. Permits may be revoked by the Council for failure to comply with the stated conditions of approval or applicable regulations.

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

Planning Commission Hearing: Tuesday, March 17, 2020
City Council Hearing: Monday, March 23, 2020

NOTICE IS HEREBY GIVEN that the Planning Commission and City Council will hold Public Hearings at 7:00 p.m., or as soon thereafter as possible, in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street to allow interested parties to participate in the discussion and consideration of the following zoning matter:

ORDINANCE 2020-06

Milford Ponds LLC on behalf of Ventures LLC and Milford Ponds LLC for an amended Conditional Use for a Planned Unit Development of 178.03 +/- acres into a 768-unit subdivision consisting of 504 single family units and 264 apartment units in R1, R2, and R3 Zoning Districts. Property is located along the east side of Route 113, 5,500 feet south of the Seabury Avenue intersection, Milford, Delaware. Present Use: Subdivision; Proposed Use: Subdivision to be known as Milford Ponds. Tax Map: 1-30-3.00-264.00, 1-30-3.00-264.01, 1-30-6.00-108.00, 1-30-6.00-167.00 thru -558.00, 1-30-6.00-601.00 thru -691.00

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for an amended Conditional Use for a Planned Unit Development; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing to allow for public comment on March 17, 2020; and

WHEREAS, Milford City Council will hold a Public Hearing on March 23, 2020 to allow for public comment and further review of the ordinance.

Dates.
Planning Commission Review & Public Hearing: March 17, 2020
City Council Introduction: March 9, 2020
City Council Public Hearing: March 23, 2020
Effective: April 2, 2020

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at RPierce@milford-de.gov or by calling 302.424.8396.

Advertised*: Beacon 02/26/20*

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

DATA SHEET FOR MILFORD PONDS – PHASE II

Development Advisory Committee: October 18, 2019

Planning Commission Meeting: March 17, 2020

Application Number / Name	:	19-033 / Milford Ponds – Phase II
Applicant	:	Milford Ponds, LLC 179 Rehoboth Avenue, Suite 1081 Rehoboth Beach, DE 19971
Owner	:	Same
Application Type	:	Revised Preliminary Major Subdivision
Comprehensive Plan Designation	:	Moderate Density Residential
Zoning District	:	R-1, R-2 & R-3 with PUD
Present Use	:	Planned Unit Development
Proposed Use	:	Planned Unit Development
Area and Location	:	178.03 +/- acres located along the east side of Route 113 5,500 feet south of the Seabury Avenue intersection known as the Milford Ponds subdivision
Property Identification Numbers	:	1-30-3.00-264.00, 1-30-3.00-264.01, 1-30-6.00-108.00, 1-30-6.00-167.00 thru 558.00, 1-30-6.00-601.00 thru 691.00

ENC: Staff Analysis Report
Exhibit A - Location & Zoning Map
Preliminary Major Subdivision Plans

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

STAFF ANALYSIS REPORT
January 31, 2020

Application Number / Name	:	19-033 / Milford Ponds – Phase II
Application Type	:	**Revised** Preliminary Major Subdivision
Comprehensive Plan Designation	:	Moderate Density Residential
Zoning District	:	R-1, R-2, & R-3 with PUD
Present Use	:	Planned Unit Development
Proposed Use	:	Planned Unit Development
Property Identification Numbers	:	1-30-3.00-264.00, 1-30-3.00-264.01, 1-30-6.00-108.00, 1-30-6.00-167.00 thru 558.00, 1-30-6.00-601.00 thru 691.00
Area and Location	:	178.03 +/- acres located along the east side of Route 113 5,500 feet south of the Seabury Avenue intersection known as the Milford Ponds subdivision

I. BACKGROUND INFORMATION:

- On July 12, 2004, City Council approved the annexation of four parcels with varying zoning designations including R-1, R-2 and R-3.
- Preliminary Major Subdivision approval and conditional use approval was granted by City Council on September 27, 2004 for a total of 722 units, including 150 condominiums, 228 townhouses and 344 single family detached units.
- Final Major Subdivision approval was granted by City Council on June 5, 2006 for Phase I only. Phase II received Final Major Subdivision approval from City Council on April 28, 2008.
- Portions of Phase I have been constructed, including a roads, curbing, sewer, water, electric and stormwater improvements.
- City Council approved an amendment to the Planned Unit Development on April 23, 2018, modifying the mixture of unit types by eliminating townhouse areas in favor of single-family

detached dwellings, resulting in a unit mix of 459 single family detached units, 91 townhouse units and 150 multi-family units.

- The applicant has requested to amend the Planned Unit Development by eliminating townhouses uses and expanding the proposed apartment uses. The proposed new unit mix would be 504 single-family detached dwellings and 264 multi-family apartments, for a total of 768 dwelling units.

- The applicant is seeking approval of the revised Preliminary Major Subdivision Plans for Phase II of the Milford Ponds subdivision consisting of 89 single-family detached dwellings.

II. STAFF ANALYSIS:

Based on the information presented, the City of Milford Code and the Comprehensive Plan, staff submits the following regarding the request for a revised Preliminary Major Subdivision/PUD approval:

- The application is consistent with the proposed Planned Unit Development and the requested waivers associated with the submission are provided on the title sheet for the Phase II record plans. Final Subdivision must provide agency approvals and address any waivers not specifically approved by City Council with the Planned Unit Development or the Preliminary Major Subdivision Request.

- The following comments must be addressed prior to final major subdivision approval;
    - Final Major Subdivision Plan approval will require approvals or no objection letters from DelDOT, State Fire Marshal's Office, Sussex Conservation District, DNREC and DHSS;
    - Applicant must address remaining Preliminary Major Subdivision review comments (copy of which is included in the packet);
    - Applicant must obtain final approval of engineering plans from the City Engineer; and
    - Address additional department and agency comments outlined in Section III.

III. AGENCY & DEPARTMENT COMMENTS:

- **Office of State Planning Coordination**
  Contact: David Edgell – 302-739-3090

- **DelDOT**
  Contact: Derek Sapp – 302-760-4803
  See attached comments.

- **Delaware Health and Social Services – Division of Public Health**
  Contact: William J. Milliken, Jr. – 302-741-8646
  No comments provided.

- **Department of Natural Resources and Environmental Control (DNREC), Division of Water, Surface Water Discharges Section (SWDS)**
  Contact: Bryan Ashby – 302-739-9946
  No comments provided.

- **Sussex Conservation District**
  Contact: Jessica Watson – 302-856-2105
  No comments provided.

- **Delaware State Fire Marshal's Office**
  Contact: Duane T. Fox – 302-856-5298
  See attached comments.

- **Carlisle Fire Company**
  No comments provided.

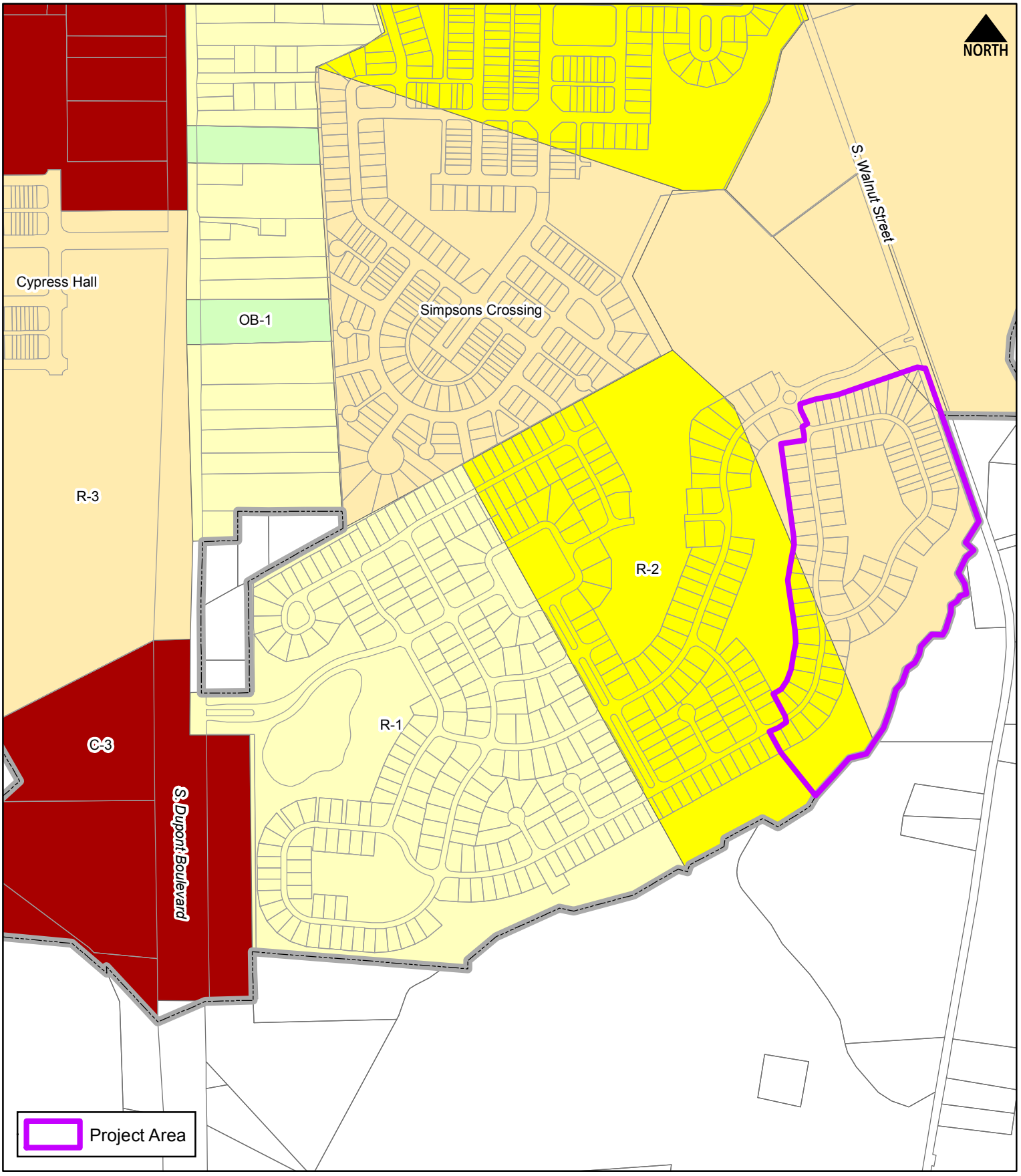
- **City Engineer**
  Contact: Jason McClafferty, P.E. – KCI Technologies
  See comments related to Phase II and Phase III Preliminary Major Subdivision applications.

- **City of Milford Public Works Department**
  Contact: Mark Whitfield – 302-422-1110

- **City of Milford Parks and Recreation Department**
  No comments provided.

- **City of Milford Police Department**
  No comments provided.

- **Milford School District**
  No comments provided.



THE CITY of Milford DELAWARE

Scale: 0 300 600 Feet

Drawn by: WRP

Date: 10/03/19

Filepath: PreliminaryMajorSub_MilfordPonds_PhII.mxd

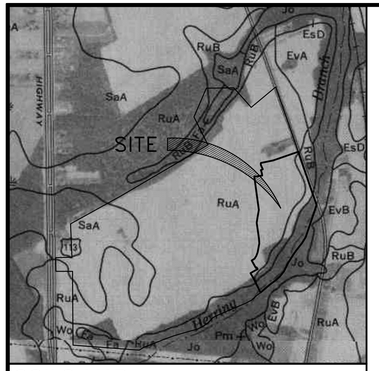
Title:

Preliminary Major Subdivision

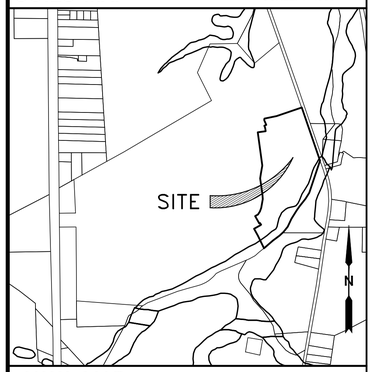
Milford Ponds - Phase II

Location & Zoning Map

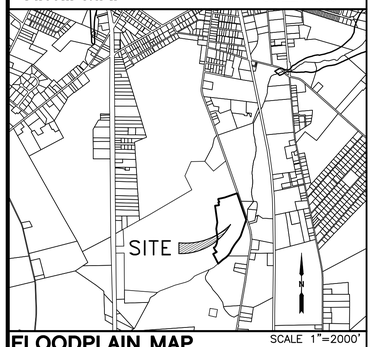
MILFORD PONDS
PHASE 2 - RECORD PLAN
CITY OF MILFORD, SUSSEX COUNTY, DELAWARE
DBF PROJECT NO. 2875A001 FEBRUARY 2020



SOILS MAP
SCALE: 1"=1000'



N.W.I. MAP
SCALE: 1"=1000'



FLOODPLAIN MAP
SCALE 1"=2000'

MAP PANEL: 10005C0039J DATED: JANUARY 6, 2005
10005C0043K MARCH 16, 2015

DELDOT GENERAL NOTES

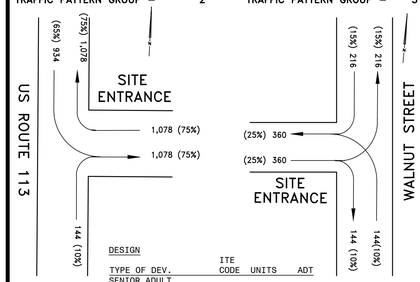
1. NO LANDSCAPING SHALL BE ALLOWED WITHIN R/W UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT COORDINATION MANUAL (DCM).
2. ALL ENTRANCES SHALL CONFORM TO THE DELAWARE DEPARTMENT OF TRANSPORTATION'S (DELDOT'S) CURRENT DEVELOPMENT COORDINATION MANUAL (DCM) AND SHALL BE SUBJECT TO ITS APPROVAL.
3. SHRUBBERY, PLANTINGS, SIGNS AND/OR OTHER VISUAL BARRIERS THAT COULD OBSTRUCT THE SIGHT DISTANCE OF A DRIVER PREPARING TO ENTER THE ROADWAY ARE PROHIBITED WITHIN THE DEFINED DEPARTURE SIGHT TRIANGLE AREA ESTABLISHED ON THIS PLAN. IF THE ESTABLISHED DEPARTURE SIGHT TRIANGLE AREA IS OUTSIDE THE RIGHT-OF-WAY OR PROJECTS ONTO AN ADJACENT PROPERTY OWNER'S LAND, A SIGHT EASEMENT SHOULD BE ESTABLISHED AND RECORDED WITH ALL AFFECTED PROPERTY OWNERS TO MAINTAIN THE REQUIRED SIGHT DISTANCE.
4. UPON COMPLETION OF THE CONSTRUCTION OF THE SIDEWALK OR SHARED-USE PATH ACROSS THIS PROJECT'S FRONTAGE AND PHYSICAL CONNECTION TO ADJACENT EXISTING FACILITIES, THE DEVELOPER, THE PROPERTY OWNERS OR BOTH ASSOCIATED WITH THIS PROJECT, SHALL BE RESPONSIBLE TO REMOVE ANY EXISTING ROAD TIE-IN CONNECTIONS LOCATED ALONG ADJACENT PROPERTIES, AND RESTORE THE AREA TO GRASS. SUCH ACTIONS SHALL BE COMPLETED AT DELDOT'S DISCRETION, AND IN CONFORMANCE WITH DELDOT'S 'SHARED-USE PATH AND/OR SIDEWALK TERMINATION POLICY'.
5. SUBDIVISION STREETS CONSTRUCTED WITHIN THE LIMITS OF THE RIGHT-OF-WAY DEDICATED TO THE PUBLIC USE SHOWN ON THIS PLAN ARE TO BE MAINTAINED BY THE CITY OF MILFORD FOLLOWING THE COMPLETION OF THE STREETS BY THE DEVELOPER TO THE SATISFACTION OF THE CITY. THE CITY ASSUMES NO MAINTENANCE RESPONSIBILITIES WITHIN THE DEDICATED STREET RIGHT-OF-WAY UNTIL THE STREETS HAVE BEEN ACCEPTED BY THE STATE.
6. THE SIDEWALK AND SHARED-USE PATH SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, THE PROPERTY OWNERS OR BOTH WITHIN THIS SUBDIVISION. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF THE SIDEWALK AND/OR SHARED-USE PATH.
7. ALL LOTS SHALL HAVE ACCESS FROM THE INTERNAL SUBDIVISION STREET.
8. DRIVEWAYS WILL NOT BE PERMITTED TO BE PLACED AT CATCH BASIN LOCATIONS.
9. TO MINIMIZE RUTTING AND EROSION OF THE ROADSIDE DUE TO ON-STREET PARKING, DRIVEWAY AND BUILDING LAYOUTS MUST BE CONFIGURED TO ALLOW FOR VEHICLES TO BE STORED IN THE DRIVEWAY BEYOND THE RIGHT-OF-WAY, WITHOUT INTERFERING WITH SIDEWALK ACCESS AND CLEARANCE.
10. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MONUMENTS IN ACCORDANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MONUMENTS ON THE DEDICATED SUBDIVISION STREET RIGHT-OF-WAY IN ACCORDANCE WITH SECTION 3.2.4.1 OF THE DEVELOPMENT COORDINATION MANUAL, AND THE REQUIREMENTS OF THE LAND USE AGENCY. RIGHT-OF-WAY MONUMENTS SHALL BE PLACED ALONG THE RIGHT-OF-WAY LINES, AT A MINIMUM ON ONE SIDE OF THE STREET AT EVERY CHANGE IN HORIZONTAL ALIGNMENT TO PROVIDE A PERMANENT REFERENCE FOR THE RE-ESTABLISHING THE CENTERLINE AND RIGHT-OF-WAY LINE.
11. THIS COMMERCIAL PARCEL HAS DIRECT FRONTAGE ALONG U.S. ROUTE 113 (DUPONT BLVD), WHICH HAS A FUNCTIONAL CLASSIFICATION OF PRINCIPLE ARTERIAL AS DEFINED BY THE STATE OF DELAWARE'S DEPARTMENT OF TRANSPORTATION. PER SECTION 3.6.1 OF THE DELDOT DEVELOPMENT COORDINATION MANUAL (DCM): IT IS THE DEVELOPER'S RESPONSIBILITY TO EVALUATE NOISE LEVELS AND THEIR IMPACTS ON PROPOSED DEVELOPMENT, FOR PROJECTS ADJACENT TO EXISTING TRANSPORTATION FACILITIES WITH THIS FUNCTIONAL CLASSIFICATION. ROADWAYS WITH THIS CLASSIFICATION CAN BE EXPECTED TO GENERATE ELEVATED LEVELS OF ROAD AND TRAFFIC RELATED NOISE, SIMILAR TO WHAT CAN BE EXPECTED IN URBAN AREAS. A DETAILED NOISE ANALYSIS PER DCM 3.6 IS TYPICALLY RECOMMENDED TO HELP GAUGE THE ACTUAL IMPACTS THAT ROADWAY RELATED NOISE MAY HAVE ON VARIOUS POTENTIAL LAND-USES (SUCH AS THOSE DESCRIBED IN DCM FIGURE 3.6.3-A- NOISE ABATEMENT CRITERIA). WITH THE INCLUSION OF THIS NOTE, THE DEVELOPER IS ACKNOWLEDGING THAT THE PROPOSED SITE AND/OR BUILDING LOCATION CAN BE EXPECTED TO EXCEED THE SPECIFIC MAXIMUM NOISE LEVELS FOR CERTAIN COMMERCIAL AND NON-RESIDENTIAL USES AS SHOWN IN DCM FIGURE 3.6.3-A. THE DEVELOPER'S WAIVER OF THE NOISE ANALYSIS AND REVIEW OF POTENTIAL NOISE MITIGATION MEASURES ARE SUPPORTED BY THE INFEASIBILITY OF APPLYING NOISE MITIGATION MEASURES, BASED ON ENGINEERING CONSIDERATIONS AND FACTORS THAT WOULD LIMIT THE ABILITY TO ACHIEVE SUBSTANTIAL NOISE REDUCTION, RELATED TO THE COMMERCIAL USE OF THE SITE AND/OR BUILDINGS. THIS WAIVER ACKNOWLEDGES THAT THE DECIBEL LEVEL FOR THIS PARCEL MAY EXCEED THE APPLICABLE LIMITS FOR SOME CURRENT OR FUTURE PROPOSED USES. THE USE OF THIS NOTE SIGNIFIES THE SUBDIVISION ENGINEER'S CONCURRENCE WITH WAIVING THE DEVELOPER'S COMPLETION OF A DETAILED NOISE STUDY AND SUBSEQUENT REVIEW OF RESULTING NOISE ABATEMENT FINDINGS OR MITIGATION MEASURES. ANY FUTURE COMPLAINTS RELATING TO EXISTING OR FUTURE NOISE LEVELS IMPACTING PROPOSED USES ON THIS SITE AND ALONG THIS EXISTING TRANSPORTATION FACILITY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR LAND OWNER OR BOTH.
12. THE DEVELOPER HAS ENTERED INTO A MEMORANDUM OF UNDERSTANDING DATED SEPTEMBER 18, 2017 AND IS ON FILE AT THE DEPARTMENT. THE DEVELOPER SHALL COMPLY WITH ITEM 4 OF THE MEMORANDUM AND IT STATES: "WHILE THE ACCESS IS UNDER REVIEW/RECONSTRUCTION AND THE UPDATED TRAFFIC IMPACT STUDY IS BEING PREPARED, DELDOT WILL ALLOW THE BUILDING PERMITS FOR THE FIRST 4 UNITS FOR THE 4 MODEL HOMES. ONCE THE PUNCH LIST IS COMPLETED DELDOT WILL ALLOW FOR 160 CERTIFICATES OF OCCUPANCY. NO OTHER BUILDING PERMITS OR CO'S SHOULD BE ISSUED UNTIL SUCH TIME THE UPDATED TIS IS COMPLETED AND FINDINGS AGREED TO."

DELAWARE TRAFFIC SUMMARY 2005

ADT - CURRENT - 18,692
SPEED - POSTED - 55 MPH
TRAFFIC PATTERN GROUP - 2

DELAWARE TRAFFIC SUMMARY 2005

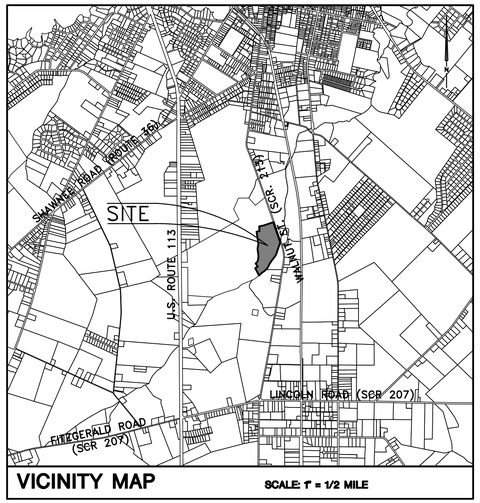
ADT - CURRENT - 1,297
SPEED - POSTED - 40 MPH
TRAFFIC PATTERN GROUP - 3



DESIGN	ITE CODE	UNITS	ADT
TYPE OF DEV.			
SENIOR ADULT HOUSING-DETACHED	251	341	1,536
SENIOR ADULT HOUSING-ATTACHED	252	385	1,340
TOTAL		726	2,876

NOTE: TRIP DISTRIBUTION DERIVED FROM TRAFFIC IMPACT STUDY
TRIP GENERATION IS BASED ON THE 7TH EDITION OF THE ITE TRIP GENERATION REPORT 7TH EDITION

TRAFFIC DIAGRAM
NO SCALE



VICINITY MAP
SCALE: 1" = 1/2 MILE

INDEX OF DRAWINGS:

R2.0 PHASE 2 RECORD TITLE SHEET
R2.1 RECORD NOTES
R2.2 PHASE 2 RECORD PLAN
R2.3 PHASE 2 RECORD PLAN

LEGEND:

- = BOUNDARY LINE
- = RIGHT-OF-WAY
- = LOT LINE
- = BUILDING SETB ACK
- (8) = LOT DELINEATION
- —10— = EXISTING TOPOGRAPHIC LINE
- = EXISTING VEGETATION LINE
- = WETLANDS BOUNDARY

DATA COLUMN

TAX MAP ID:	1-30-6.00-108.00 1-30-3.00-264 & 264.01
EXISTING ZONING:	R-1, R-2, R-3, W/PUD
PROPOSED ZONING:	R-1, R-2, R-3, W/PUD
TOTAL AREA OF SUBDIVISION:	178.03 AC.±
PHASE 1:	119.19 AC.±
PHASE 2:	28.06 AC.±
PHASE 3:	12.15 AC.±
PHASE 4:	18.46 AC.±
MAXIMUM IMPERVIOUS AREA ALLOWED:	62.31 AC.± (35% OF TOTAL SUBDIVISION AREA)
EXISTING IMPERVIOUS PH1:	38.07 AC.± (21% OF TOTAL IMPERVIOUS ALLOWED)
PH1 + PH2 IMPERVIOUS:	45.37 AC.± (25% OF TOTAL IMPERVIOUS ALLOWED)
REMAINING IMPERVIOUS ALLOWED:	16.94 AC.± (10% OF TOTAL IMPERVIOUS LEFT)
GROSS AREA:	R-1 = 71.02 AC, R-2 = 50.19 AC, R-3 = 47.82 AC
NET DEVELOPMENT AREA:	R-1 = 53.27 AC, R-2 = 38.19 AC, R-3 = 35.86 AC
MAX DENSITY ALLOWED:	R-1 = 4, R-2 = 6, R-3 = 16
UNITS ALLOWED:	R-1 = 213(53.27 x 4), R-2 = 229(38.19 x 6), R-3 = 573(35.86 x 16)
TOTAL NUMBER OF UNITS ALLOWED:	1015
TOTAL NUMBER OF UNITS PROVIDED:	768
PHASE 2 TOTAL:	89
SINGLE FAMILY DWELLING:	89
BUILDING CONSTRUCTION TYPE:	MASONARY & TIMBER
TOTAL PROPOSED RIGHT-OF-WAY:	1.99 AC.±
TOTAL AREA OF LOTS:	14.70 AC.±
TOTAL SITE (ALL PHASES)	
WETLANDS:	8.31 Ac.±
OPEN SPACE AREA:	22.94 Ac.±
FUTURE CLUBHOUSE RESORT AREA:	6.32 Ac.±
TOTAL REQUIRED OPEN SPACE:	(768 DWELLING UNITS x 400 SF) = 7.05 AC.±
REQUIRED RECREATIONAL AREA:	(OPEN SPACE x 50%) = 3.525 AC.±
TOTAL OPEN SPACE PROVIDED:	47.57 AC.±
RECREATIONAL AREA PROVIDED:	22.46 AC.±
AVERAGE DENSITY OF LOTS:	6.05 UNITS/ACRE
MINIMUM LOT SIZE:	5,772 SQ.FT.±
MAXIMUM LOT SIZE:	16,782 SQ.FT.±
AVERAGE LOT SIZE:	7,195 SQ.FT.±
MAXIMUM IMPERVIOUS COVERAGE:	35%
PROPOSED SEWER:	CITY OF MILFORD
PROPOSED WATER:	CITY OF MILFORD
ELECTRIC SERVICE:	CITY OF MILFORD
SCHOOL DISTRICT:	MILFORD
FIRE DEPARTMENT:	MILFORD
VERTICAL DATUM:	NAVD 88
HORIZONTAL DATUM:	NAD 83
NUMBER OF MONUMENTS FOUND:	14
NUMBER OF MONUMENTS SET:	12

GENERAL NOTES

1. THE SUSSEX CONSERVATION DISTRICT RESERVES THE RIGHT TO ENTER PRIVATE PROPERTY FOR PURPOSES OF PERIODIC SITE INSPECTION.
2. "THE SUSSEX CONSERVATION DISTRICT RESERVES THE RIGHT TO ADD, MODIFY, OR DELETE ANY EROSION AND SEDIMENT CONTROL MEASURES AS THEY DEEM NECESSARY."
3. THIS SITE IS NOT IMPACTED BY THE 100 YEAR FLOOD PLAIN AS DELINEATED ON FEMA MAP PANEL# 10005C0039J DATED 01/06/2005 AND 10005C0043K DATED 03/16/2015
4. WETLANDS DELINEATION PERFORMED BY ENVIRONMENTAL RESOURCES, INC. 38173 DUPONT BLVD. SELBYVILLE, DE 19975
5. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED, CONSTRUCTED OR PLACED FOR THE LOT WHICH THE CERTIFICATE OF OCCUPANCY IS TO BE ISSUED IN A MANNER ACCEPTABLE TO THE CITY AND THE STATE, OR UNTIL THE DEVELOPER FILES A PERFORMANCE BOND OF OTHER GUARANTEE WITH THE CITY FOR ANY UNCOMPLETED PUBLIC OR PRIVATE STREET OR OTHER IMPROVEMENT.
6. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED UNTIL A PROJECT, OR THE CURRENT PHASE OF A PROJECT, HAS BEEN PARTIALLY ACCEPTED BY THE CITY, AND UNTIL A MAINTENANCE BOND HAS BEEN SUBMITTED.
7. ALL FIRE LANES, FIRE HYDRANTS, EXITS, STANDPIPES, AND SPRINKLER CONNECTIONS WILL BE MARKED IN ACCORDANCE WITH STATE FIRE MARSHAL REGULATIONS.
8. THIS PROPERTY IS LOCATED IN THE VICINITY OF LAND USED PRIMARILY FOR AGRICULTURAL PURPOSES ON WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES HAVE BEEN AFFORDED THE HIGHEST PRIORITY USE STATUS. IT CAN BE ANTICIPATED THAT AGRICULTURAL USES AND ACTIVITIES MAY NOW OR IN THE FUTURE INVOLVE NOISE, DUST, MANURE, AND OTHER ODORS, THE USE OF AGRICULTURAL CHEMICALS, AND NIGHTTIME FARM OPERATIONS. THE USE AND THE ENJOYMENT OF THIS PROPERTY IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF ANY ANNOYANCE OR INCONVENIENCE WHICH MAY RESULT FROM SUCH NORMAL AGRICULTURAL USES OR ACTIVITIES.
9. PROPOSED OPEN SPACE TO BE OWNED AND MAINTAINED BY THE COMMUNITY HOMEOWNERS ASSOCIATION.
10. THE OWNER UNDERSTANDS THAT THE TRACT OF LAND DEPICTED HEREON IS IMPACTED BY WETLANDS REGULATED BY THE ARMY CORPS OF ENGINEERS AND IS ADVISED TO CONTACT THE ARMY CORPS OF ENGINEERS FOR INFORMATION AND GUIDANCE IN REGARD TO JURISDICTIONAL DETERMINATIONS AND FEDERAL PERMITS PRIOR TO THE START OF CONSTRUCTION.
11. ALL REQUIRED LANDSCAPE BUFFERS SHALL BE PLANTED AND ALL ACTIVE RECREATION AMENITIES INSTALLED PRIOR TO ISSUANCE OF 50% OF THE CERTIFICATES OF OCCUPANCY, AND MAINTAINED BY THE DEVELOPER UNTIL 75% OF THE CERTIFICATES OF OCCUPANCY HAVE BEEN ISSUED. THE LANDSCAPE BUFFER AREA AND ANY OTHER LANDSCAPE PLAN DEPICTED ON THE RECORD PLAN SHALL BE MAINTAINED IN PERPETUITY BY THE HOMEOWNERS' ASSOCIATION OR MAINTENANCE CORPORATION.THESE DEED RESTRICTIONS SHALL RUN WITH THE LAND AND MAY NOT BE VACATED BY THE HOMEOWNERS' ASSOCIATION OR THE MAINTENANCE CORPORATION.
12. THE DEVELOPER WILL BE RESPONSIBLE FOR MAINTENANCE OF SEDIMENT & STORMWATER CONTROLS DURING CONSTRUCTION AND FOR LONG TERM MAINTENANCE OF STORMWATER CONTROLS UNTIL CONSTRUCTION IS COMPLETE. AT THE TIME, RESPONSIBILITY FOR LONG TERM MAINTENANCE OF STORMWATER CONTROLS SHALL BE ASSUMED BY THE HOMEOWNER'S ASSOCIATION. IF A HOMEOWNER'S ASSOCIATION IS NOT FORMED THEN THE OWNER IS TO PROVIDE LONG TERM MAINTENANCE FOR THE SITE.
13. FOR ANY NEW SUBDIVISION DEVELOPMENT LOCATED IN WHOLE OR PART WITHIN 50 FEET OF THE BOUNDARY OF AN AGRICULTURAL PRESERVATION DISTRICT, NO IMPROVEMENT REQUIRING AN OCCUPANCY APPROVAL SHALL BE CONSTRUCTED WITHIN 50 FEET OF THE BOUNDARY OF THE AGRICULTURAL PRESERVATION DISTRICT.
14. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. MATERIALS AND WORKMANSHIP SHALL CONFORM TO ALL STATE OF DELAWARE, SUSSEX COUNTY, AND CITY OF MILFORD STANDARDS AND SPECIFICATIONS.
15. DELAWARE REGULATIONS PROHIBIT THE BURIAL OF CONSTRUCTION AND DEMOLITION DEBRIS, INCLUDING TREES AND STUMPS, ON CONSTRUCTION SITES. ANY SOLID WASTE FOUND DURING EXCAVATION FOR STRUCTURES AND UTILITY LINES, ON AND OFF SITE, MUST BE REMOVED AND PROPERLY DISCARDED. ANY REMEDIAL ACTION REQUIRED IS THE RESPONSIBILITY OF THE DEVELOPER/OWNER.
16. DRAWINGS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED, AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
17. DEVELOPER SHALL INSTALL ONSITE LIGHTING TO ILLUMINATE STREETS, PARKING AREAS, AND WALKWAYS, IN ACCORDANCE WITH CITY REGULATIONS.
18. PROPERTY OWNERS OWN AND MAINTAIN THE SIDEWALKS DIRECTLY IN-FRONT OF THEIR PROPERTY. SIDEWALKS ALONG OR IN OPEN SPACES SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
19. ALL CONSTRUCTION AND MATERIALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DELAWARE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED AUGUST 2001 AND ANY ADDENDA THERETO.
20. ALL DISTURBED AREAS WITHIN THE STATE RIGHT-OF-WAY, BUT NOT IN THE PAVEMENT, SHALL BE TOP SOILED (6" MINIMUM), FERTILIZED, AND SEEDED.
21. A 24-HOUR (MINIMUM) NOTICE SHALL BE GIVEN TO DELDOT'S PUBLIC WORKS ENGINEER PRIOR TO STARTING ENTRANCE CONSTRUCTION.
22. MISS UTILITY OF DELMARVA SHALL BE NOTIFIED THREE CONSECUTIVE WORKING DAYS PRIOR TO EXCAVATION, AT 1-800-282-8555
23. ALL SIGNING AND MAINTENANCE OF TRAFFIC IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL FOLLOW THE GUIDELINES SHOWN IN "TRAFFIC CONTROL FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY AND EMERGENCY OPERATIONS" (LATEST EDITION).
24. DESIGN, FABRICATION AND INSTALLATION OF ALL PERMANENT SIGNING SHALL BE AS OUTLINED IN THE "GUIDE FOR FABRICATION AND INSTALLATION OF TRAFFIC CONTROL DEVICES."
25. FOR FINAL PERMANENT PAVEMENT MARKINGS, EPOXY RESIN PAINT SHALL BE REQUIRED FOR LONG LINE STRIPING AND THERMO WILL BE REQUIRED FOR SHORT LINE STRIPING, I.E. SYMBOLS/LEGENDS
26. EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATION AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48-HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTORS EXPENSE. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY OF DELMARVA (SEE NOTE #28).
27. ALL TRAFFIC CONTROL DEVICES SHALL BE IN NEW OR REFURBISHED CONDITION, SHALL COMPLY WITH THE TRAFFIC CONTROL MANUAL, AND SHALL BE NCHRP - 350 APPROVED AND SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED IN GOOD CONDITION FOR DURATION OF USE.
28. BREAKAWAY POSTS SHALL BE USED WHEN INSTALLING ALL SIGNS.
29. SOURCE WATER PROTECTION AREA EXISTS ON-SITE.

VARIANCES FROM MILFORD ZONING CODE

1. PAVEMENT WIDTH FOR SINGLE-FAMILY RESIDENCES IS 22' RATHER THAN 25' PER CODE.

THIS PLAN SUPERSEDES THE PREVIOUS MILFORD PONDS PHASE 2 RECORD PLANS IN ITS ENTIRETY PB 107 PG 257, PB 121 PG 180.

THE PROPERTY AS SHOWN HEREON DOES CONTAIN STATE OR FEDERALLY REGULATED SECTION 10 WETLANDS. BASED ON NWI AND DNREC WETLAND MAPS.

THE PROPERTY IS IMPACTED BY STREAMS, DITCHES, PONDS, OR LAKES.

RESIDUAL ROAD FRONTAGE : U.S. 113 - 200'±
RESIDUAL ROAD FRONTAGE : COUNTY ROAD 213 - 1780'±

EXISTING STRUCTURES LOCATED ON SITE
EXISTING EASEMENTS LOCATED ON SITE

OWNER/DEVELOPER:
MILFORD PONDS, LLC
179 REHOBOTH AVENUE, SUITE 1081
REHOBOTH BEACH, DE 19971

ENGINEER/SURVEYOR:
DAVIS, BOWEN & FRIEDEL, INC.
1 PARK AVENUE
MILFORD, DE 19963
(302) 424-1441

DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-4744

PROPOSED PUD REQUIREMENTS

A. SINGLE FAMILY DWELLING UNITS:	
-MINIMUM LOT SIZE:	5,000 SQUARE FEET
-MINIMUM LOT WIDTH:	50 FEET
-MINIMUM LOT DEPTH:	100 FEET
-MINIMUM FRONT YARD:	18 FEET FROM RIGHT-OF-WAY TO GARAGE DOOR, AND 15 FEET FROM RIGHT-OF-WAY TO FRONT PORCH OR NON-GARAGE BUILDING FOUNDATION. (ALLOW 5 FOOT ENCROACHMENT FOR FRONT STOOP OR STEPS.)
-MINIMUM SIDE YARD:	LOT < 60' WIDE = 10' TOTAL SETBACK LOT > 60' WIDE = 14' TOTAL SETBACK MINIMUM 3' ON EACH SIDE
-MINIMUM REAR YARD:	15 FEET
-OFF STREET PARKING:	2 SPACES PER DWELLING UNIT AND MAY INCLUDE GARAGE AND TANDEM PARKING SPACE. TANDEM SPACE TO BEGIN AT THE RIGHT-OF-WAY LINE.
-MAXIMUM BUILDING HEIGHT:	2.5 STORIES AND 35 FEET MEASURED IN ACCORDANCE WITH CURRENT CITY CODE REQUIREMENTS.
-MAXIMUM LOT COVERAGE:	60% OF LOT AREA
-MAXIMUM FENCE/WALL HEIGHT:	8 FEET AND ALLOWED TO BE PLACED WITHIN BUILDING RESTRICTION LINE
B. MULTI-FAMILY BUILDINGS:	
-MINIMUM FRONT SETBACK:	18 FEET FROM A PUBLIC STREET, 5 FEET FROM A PRIVATE DRIVE ISLE FOR RESIDENTIAL STRUCTURES AND 0 FEET FROM A PRIVATE DRIVE AISLE FOR FREE STANDING GARAGE.
-MINIMUM BUILDING SEPARATION:	20 FEET FROM CLOSEST POINT OF FOUNDATION WALL TO CLOSEST POINT OF FOUNDATION WALL OF ADJACENT BUILDING.
-MINIMUM REAR YARD:	20 FEET
-OFF STREET PARKING:	2 SPACES PER DWELLING UNIT AND MAY INCLUDE GARAGE AND TANDEM PARKING SPACE.
-MAXIMUM BUILDING HEIGHT:	4 STORIES AND 48 FEET MEASURED IN ACCORDANCE WITH CURRENT CITY CODE REQUIREMENTS
-MAXIMUM FENCE/WALL HEIGHT:	8 FEET AND ALLOWED TO BE PLACED WITHIN BUILDING RESTRICTION LINE
-REQUESTED MAXIMUM UNITS PER BUILDING:	**24 UNITS**
C. CLUBHOUSE FACILITY:	
-MINIMUM FRONT YARD:	18 FEET FROM A PUBLIC STREET
-MINIMUM SIDE YARD:	20 FEET FROM A PUBLIC STREET
-MINIMUM REAR YARD:	30 FEET FROM A PUBLIC STREET
-MINIMUM LOT AREA:	1.0 ACRES
-OFF STREET PARKING:	1 SPACE FOR EACH 250 SQUARE FEET OF GROSS FLOOR AREA.
-MAXIMUM BUILDING HEIGHT:	2.5 STORIES AND 40 FEET MEASURED IN ACCORDANCE WITH CURRENT CITY CODE REQUIREMENTS, AND 48 FEET MEASURED TO THE TOP OF ANY SPECIAL ARCHITECTURAL FEATURES (STEEPLES, TOWERS, SILOS, ETC.)
-MAXIMUM FENCE/WALL HEIGHT:	8 FEET AND ALLOWED TO BE PLACED WITHIN BUILDING RESTRICTION LINE
D. SIGNS:	
-SITE SIGNS:	SITE SIGNS SHALL MEET THE REQUIREMENTS OF CHAPTER 230 ARTICLE VI SIGNS WITH THE CLARIFICATION THAT THE MINIMUM SIZE OF THE PERMANENT SUBDIVISION SIGN SHALL INCORPORATE THE SIGN FACE ONLY AND SHALL NOT INCLUDE THE ASSOCIATED MONUMENTAL STRUCTURE TO WHICH IT IS AFFIXED
E. DEVIATIONS FROM CHAPTER 200 OR 230:	1. A REDUCED R.O.W. FROM 60' TO 28'. TO COMPENSATE FOR THIS AN 18' EASEMENT IS PROVIDED ON EACH SIDE OF THE ROAD THAT TOTALS 64' FOR ACCESS AND UTILITY WORK. 2. THE PAVEMENT WIDTH OF THE ROADS IN PHASE 2 AND PHASE 3 ARE 22' WIDE CONSISTENT WITH PHASE 1.

WETLANDS STATEMENT

I, _____, STATE THAT THE BOUNDARIES OF WATERS OF THE UNITED STATES INCLUDING WETLANDS SUBJECT TO THE CORPS OF ENGINEERS REGULATORY PROGRAM DELINEATED UPON THIS PLAN HAVE BEEN DETERMINED USING MY PROFESSIONAL JUDGEMENT AND IN ACCORDANCE WITH THE 1987 CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL, REGULATIONS AND SUPPLEMENTAL GUIDANCE (33 CFR 328.3 (a)(8), WATERS OF THE U.S. DEFINITION/CECW-OR, 10-7-1991, QUESTIONS AND ANSWERS ON THE 1987 COE MANUAL/CECW-OR, 9-26-1990, RGL 90-7/CECW-OR, 3-6-1992. CLARIFICATION AND INTERPRETATION OF THE 1987 MANUAL). THIS DELINEATION HAS NOT BEEN CONDUCTED FOR USDA PROGRAM OR AGRICULTURAL PURPOSES.

THE BOUNDARIES OF STATE REGULATED WETLANDS ON THIS PROPERTY WERE DETERMINED IN ACCORDANCE WITH DNREC WETLAND MAP NO. DNR-____

_____
DATE

_____
SOCIETY OF WETLANDS SCIENTISTS
CORPS OF ENGINEERS, CERTIFIED WETLAND DELINEATOR

OWNERS CERTIFICATION

I, MILFORD PONDS, LLC, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED ON THIS PLAN, THAT THE PLAN WAS MADE AT MY DIRECTION, THAT ALL STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC USE AND THAT ALL PROPOSED MONUNENTS AND MARKERS SHOWN HEREON WILL BE SET AT THE LOCATION INDICATED, AND THAT I ACKNOWLEDGE THE SAME TO BE MY ACT AND DESIRE THE PLAN TO BE DEVELOPED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

DATE:_____ SIGNATURE_____
JOEL SENS
MILFORD PONDS, LLC
MANAGING PARTNER

ENGINEERS CERTIFICATION

I, RING W. LARDNER HEREBY CERTIFY THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

DATE:_____ SIGNATURE _____
RING W. LARDNER, P.E.

CITY OF MILFORD APPROVAL

_____ _____ _____
PRINT NAME CITY MANAGER DATE

CITY ENGINEER APPROVAL

CONSTRUCTION IMPROVEMENTS PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH THE CITY OF MILFORD'S STANDARD SPECIFICATIONS FOR INSTALLATION OF UTILITY CONSTRUCTION PROJECTS AND SUBDIVISION PAVEMENT DESIGN. THE OWNER AND THEIR ENGINEER AND/OR SURVEYOR ASSUME ALL RESPONSIBILITY FOR THE DESIGN AS CONTEMPLATED HEREIN AND ACCURACY OF ALL INFORMATION SHOWN HEREON.

_____ _____ _____
PRINT NAME CITY ENGINEER DATE

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CITY OF MILFORD GENERAL NOTES

1. THE BOUNDARY INFORMATION SHOWN ON THESE DRAWINGS IS BASED ON A SURVEY PERFORMED BY DAVIS BOWEN AND FRIEDEL, INC, IN 2005.
2. A TOPOGRAPHIC SURVEY WAS PERFORMED BY DAVIS, BOWEN & FRIEDEL, INC. OF MILFORD, DELAWARE IN 2018. ELEVATIONS ARE BASED ON CONTROL MONUMENT IRCS NEAR THE INTERSECTION OF CANNER'S COURT AND PATCHWORK DRIVE, WITH AN ELEVATION OF 36.04 NGVD88.
3. HORIZONTAL DATUM IS BASED ON DELAWARE STATE GRID, NAD83/91, CONTROL MONUMENTS IRCS NEAR THE INTERSECTION OF CANNER'S COURT AND PATCHWORK DRIVE, WITH AN ELEVATION OF 36.04.
4. HYDRIC SOILS ARE INDICATED AS BEING PRESENT ACCORDING TO THE SUSSEX COUNTY SOIL SURVEY.
5. EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETENESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATION AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTOR'S EXPENSE. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY DELMARVA (800–282–8555) A MINIMUM OF THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO ANY EXCAVATION.
6. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. MATERIALS AND WORKMANSHIP SHALL MEET THE REQUIREMENTS OF THE CITY OF MILFORD STANDARD SPECIFICATIONS FOR INSTALLATION OF UTILITY CONSTRUCTION AND SUBDIVISION PAVEMENT DESIGN, AND ALL APPLICABLE AGENCIES HAVING JURISDICTION OVER THE PROPOSED IMPROVEMENTS.
7. USE ONLY SUITABLE AND APPROVED GRANULAR MATERIAL FOR BACK FILLING TRENCHES.
8. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL RIGHT–OF–WAY LINES AND PROPERTY LINES TO HIS OWN SATISFACTION. ANY DISTURBED AREAS BEYOND THE RIGHT–OF–WAY OR EASEMENT LINES SHALL BE RESTORED IMMEDIATELY TO THEIR ORIGINAL CONDITION.
9. ALL VALVE CLOSURES AND CUT–INS SHALL BE COORDINATED WITH THE CITY. CITY OFFICIALS WILL CARRY OUT ALL NECESSARY VALVE CLOSURES. CONTRACTOR SHALL COORDINATE ISOLATION OF EXISTING WATER MAINS WITH THE CITY AND NOTIFY AFFECTED RESIDENTS AT LEAST 48 HOURS PRIOR TO CUT–IN.
10. PIPELINE DETECTION TAPE SHALL BE COLOR CODED, APPROPRIATELY LABELED, AND INSTALLED 18 INCHES BELOW THE GROUND SURFACE AND DIRECTLY ABOVE ALL PROPOSED NON–METALLIC WATER MAIN, SEWER MAIN, SEWER LATERALS, AND WATER SERVICES.
11. CONDUCIVE TRACER WIRE SHALL BE INSTALLED WITH ALL NON–METALLIC WATER PIPE AND SERVICES; AND ALONG ALL SEWER LATERALS AND FORCEMAIN. WIRE SHALL BE SECURED TO THE PIPE AND SHALL BE SECURELY BONDED TOGETHER AT ALL WIRE JOINTS WITH APPROVED WATERTIGHT CONNECTORS. TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES, METER PITS, CLEANOUTS, AND AIR RELEASE VALVES.
12. PRIOR TO ISOLATION AND CUT–IN PROCEDURES, CONTRACTOR SHALL EXCAVATE, LOCATE, AND OBSERVE FUNCTION OF ALL EXISTING VALVES TO ASSIST IN THE SYSTEM ISOLATION.
13. SHOP DRAWINGS FOR ANY ITEM(S) WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE ORDERING OF AND/OR INSTALLATION OF THE ITEM(S).
14. ALL SANITARY SEWER MAINS AND FORCEMAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 42 INCHES AS MEASURED FROM THE TOP OF PIPE TO PROPOSED GRADE. SEWER LATERALS SHALL HAVE A MINIMUM DIAMETER OF SIX (6) INCHES AND HAVE A MINIMUM COVER OF 36 INCHES.
15. THERE SHALL BE A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER MAINS AND FORCEMAINS OF 10 FEET, AS MEASURED FROM EDGE OF PIPE TO EDGE OF PIPE. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 18 INCHES BETWEEN WATER MAINS AND SANITARY SEWER MAINS OR FORCEMAINS AT CROSSINGS. ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO THAT BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE AT CROSSINGS.
16. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 12 INCHES BETWEEN ANY STORM DRAIN PIPE AND ANY WATER MAIN OR SEWER MAIN. IF 12 INCHES CANNOT BE MAINTAINED, A MINIMUM OF SIX (6) INCHES IS REQUIRED AND PROVISIONS SHALL BE MADE ACCEPTABLE TO THE CITY OF MILFORD FOR PROPERLY ENCASING THE PIPE IN CONCRETE.
17. FLOODPLAIN: THIS SITE LIES WITHIN ZONE AE (AREAS WITHIN THE 100–YEAR FLOODPLAIN) AND ZONE X (AREAS OUTSIDE THE 500–YEAR FLOODPLAIN) AS DETERMINED BY FEMA FIRM PANEL 10005C0041K, DATED MARCH 16, 2015.
18. ALL ROADWAYS ARE TO BE SWEPT FREE OF SEDIMENT ON A DAILY BASIS.
19. THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESET OR RECONSTRUCT ALL OBSTRUCTIONS IN THE WORK AREA, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGNS, LANDSCAPING, LIGHTING, PLANTERS, CULVERTS, DRIVEWAYS, PARKING AREAS, CURBS, GUTTERS, FENCES, OR OTHER NATURAL OR MAN–MADE OBSTRUCTIONS. TRAFFIC CONTROL REGULATORY, WARNING AND INFORMATIONAL SIGNS SHALL REMAIN FUNCTIONAL AND VISIBLE TO THE APPROPRIATE LANES OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE. THE COST SHALL BE INCLUDED IN THE COST OF ITEMS BID.
20. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PAVING IS INSTALLED TO THE ELEVATIONS SHOWN AND THAT NO PONDING OF WATER WILL OCCUR AFTER PAVING IS COMPLETE. PONDING IS DEFINED AS WATER STANDING IN AN AREA MORE THAN 1 HOUR AFTER A RAINFALL EVENT THAT PRODUCES RUNOFF. ELIMINATION OF PONDING WILL BE COMPLETED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
21. THE STORM DRAINAGE SYSTEM HAS BEEN DESIGNED USING THE CRITERIA OF THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION DEVELOPMENT COORDINATION MANUAL, LATEST EDITION.
22. ALL FIRE LANES, FIRE HYDRANTS, EXITS, AND STANDPIPES WILL BE MARKED IN ACCORDANCE WITH STATE FIRE PREVENTION REGULATIONS.
23. DELAWARE REGULATIONS PROHIBIT THE BURIAL OF CONSTRUCTION DEMOLITION DEBRIS, INCLUDING TREES AND STUMPS ON CONSTRUCTION SITES. ANY SOLID WASTE FOUND DURING THE EXCAVATION FOR STRUCTURES AND UTILITY LINES ON AND OFF SITE MUST BE REMOVED AND PROPERLY DISCARDED. ANY REMEDIAL ACTION REQUIRED IS THE RESPONSIBILITY OF THE OWNER.
24. DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
25. CONTRACTOR SHALL GRADE, TOPSOIL, SEED AND MULCH ALL DISTURBED AREAS OF CONSTRUCTION, INCLUDING PIPE INSTALLATION OR DITCH CONSTRUCTION. EROSION CONTROL MATTING SHALL BE PROVIDED ON ALL SLOPES GREATER THAN 3:1.
26. THE OWNER AND/OR THEIR CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE SERVICES OF A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF DELAWARE FOR THE PERMANENT RE–ESTABLISHING OF ANY PROPERTY MARKERS OR MONUMENTS DISTURBED DURING CONSTRUCTION. A SURVEY AND METES AND BOUNDS THAT INCLUDES THE RE–ESTABLISHED MARKER(S) OR MONUMENT(S) SHALL BE PRESENTED TO THE PROPERTY OWNER FOR COMPARISON WITH THE ORIGINAL PLAT, FOR VERIFICATION.
27. THE OWNER SHALL BE RESPONSIBLE FOR THE SHORT–TERM MAINTENANCE OF ANY AND ALL STORMWATER MANAGEMENT FACILITIES AND STORM SEWER SYSTEMS UNTIL SUCH TIME THE LONG–TERM MAINTENANCE RESPONSIBILITIES CAN BE TRANSFERRED TO A LEGALLY–ESTABLISHED HOMEOWNERS ASSOCIATION OR OTHER RESPONSIBLE ENTITY.
28. THE CITY OF MILFORD WILL ASSUME OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF WATER AND SEWER PIPES AND APPURTENANCES, INSTALLED WITHIN CITY RIGHT–OF–WAY AND EASEMENTS DEDICATED TO THE CITY, STORM SEWER PIPES AND CATCH BASINS, INSTALLED FULLY WITHIN CITY RIGHT–OF–WAY; ONCE THE FOLLOWING CONDITIONS HAVE BEEN MET:
    - 28.1. ALL ITEMS HAVE PASS CITY INSPECTION;
    - 28.2. THE CITY HAS RECEIVED AND APPROVED DIGITAL HARD COPIES OF THE RECORD DRAWINGS; AND
    - 28.3. THE RIGHTS–OF–WAY AND/OR EASEMENTS HAVE BEEN DEEDED TO THE CITY AND RECORDED WITH THE RECORDER OF DEEDS.
29. SEWER AND WATER CAPACITY ARE NOT GUARANTEED UNTIL BUILDING PERMITS ARE ISSUED, ALL FEES ARE PAID AND SUITABLE UTILITIES ARE IN PLACE FOR PROPER CONVEYANCE, TREATMENT AND DISPOSAL.
30. PRELIMINARY APPROVAL FROM PLANNING COMMISSION SHALL BE VOID AFTER ONE (1) YEAR, UNLESS AN EXTENSION IS REQUESTED BY THE OWNER AND APPROVED, FOR GOOD CAUSE, BY THE PLANNING COMMISSION PRIOR TO THE DATE OF EXPIRATION.
31. THE APPROVAL OF A CONDITIONAL USE IS VALID FOR ONE YEAR. UNLESS PERMITS ARE OBTAINED OR CONSTRUCTION OR USE IS SUBSTANTIALLY UNDERWAY, ALL PROVISIONS ARE AUTOMATICALLY RESCINDED.
32. FINAL APPROVAL FROM THE CITY SHALL BECOME VOID IF THE FINAL RECORD PLAT IS NOT RECORDED WITHIN 90 DAYS OF THE DATE OF PLANNING COMMISSION'S GRANTING OF FINAL APPROVAL. IF CONSTRUCTION OF THE APPROVED IMPROVEMENTS IS NOT SUBSTANTIALLY UNDERTAKEN WITHIN ONE (1) YEAR OF FINAL SITE PLAN APPROVAL, THE SITE PLAN APPROVAL SHALL BE VOID. THE APPLICANT MAY REQUEST A ONE (1) YEAR EXTENSION FROM THE PLANNING COMMISSION FOR GOOD CAUSE.
33. THE APPLICANT IS RESPONSIBLE TO ENSURE THAT ALL CITY AND/OR AGENCY CONSTRUCTION PERMIT APPLICATIONS HAVE BEEN COMPLETED, SUBMITTED, AND ALL APPLICABLE FEES HAVE BEEN PAID PRIOR TO COMMENCING CONSTRUCTION. THE CITY SHALL NOT BE HELD RESPONSIBLE FOR AN ANTICIPATED CONSTRUCTION START DATE THAT IS NOT MET DUE TO THE APPLICANT OR HIS/HER CONTRACTOR NOT HAVING MET THE CONSTRUCTION PERMITTING REQUIREMENTS.
34. AS A CONDITION OF THE APPROVAL OF THE CONSTRUCTION DRAWINGS, AND PRIOR TO THE START OF CONSTRUCTION, THE APPLICANT MAY BE REQUIRED TO ENTER INTO A FORMAL PUBLIC WORKS AGREEMENT WITH THE CITY AND/OR TO POST A COMPLETION GUARANTY FOR ANY IMPROVEMENTS WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY. THE GUARANTY SHALL BE IN AN AMOUNT EQUAL TO 150% OF THE COST OF THE IMPROVEMENTS AS ESTIMATED OR APPROVED BY THE CITY ENGINEER. THE GUARANTY SHALL BE IN THE FORM OF A BOND OR FUNDS DEPOSITED INTO AN ESCROW ACCOUNT. THE PUBLIC WORKS AGREEMENT AND THE GUARANTY SHALL BE REVIEWED AND APPROVED BY THE CITY SOLICITOR. THE COMPLETION GUARANTY SHALL NOT BE RELEASED UNTIL A MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE IMPROVEMENTS HAS BEEN SUBMITTED.
35. A MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE CONSTRUCTION VALUE FOR ANY CONSTRUCTED IMPROVEMENTS AND A PERFORMANCE BOND IN THE AMOUNT OF 125% OF THE CONSTRUCTION VALUE FOR ANY UNCOMPLETED WORK SHALL BE PROVIDED IN ORDER TO ACHIEVE FINAL COMPLETION OF THE IMPROVEMENTS AND RELEASE OF ANY COMPLETION GUARANTY. THE MAINTENANCE PERIOD SHALL BE A MINIMUM OF ONE YEAR AND ALL CONSTRUCTION VALUES MUST BE SUBMITTED TO, REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO THE ISSUANCE OF ANY BONDS.

CITY OF MILFORD GENERAL NOTES CONTINUED

36. UPON COMPLETION OF THE CONSTRUCTION IMPROVEMENTS AND PRIOR TO THE RELEASE OF ANY DEVELOPER'S COMPLETION GUARANTEE, THE DEVELOPER SHALL PROVIDE THE CITY ENGINEER A DRAFT PAPER SET OF DETAILED RECORD PLANS (PLAN VIEW AND PROFILE SHEETS). RECORD INFORMATION SHALL BE PLACED ON THE APPROPRIATE DRAWINGS. ORIGINAL DESIGN ELEVATION AND/OR DISTANCE INFORMATION SHALL BE STRUCK THROUGH WITH A FINE LINE AND THE RECORD INFORMATION SHALL BE INSERTED NEXT TO IT. WHEN THE DRAFT SET OF DRAWINGS HAS BEEN APPROVED BY THE CITY, THREE (3) FINAL PAPER COPIES SHALL BE SUBMITTED, SIGNED AND SEALED BY THE OWNER'S ENGINEER OR SURVEYOR. ADDITIONALLY, A CD SHALL BE PROVIDED WITH DIGITAL RECORD INFORMATION IN AUTOCAD FORMAT (VERSION 2018 OR LATER). THE DIGITAL INFORMATION SHALL BE ON DELAWARE STATE PLANE, NAD 83 HORIZONTAL CONTROL AND NAVD88 VERTICAL CONTROL. RECORD PLAN INFORMATION SHALL INCLUDE SURVEYED AS–BUILT ELEVATIONS AND HORIZONTAL LOCATIONS OF THE FOLLOWING:
    - 36.1. ALL PROPERTY MONUMENTS/MARKERS;
    - 36.2. SEWER MANHOLE RIM & INVERT ELEVATIONS, WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED, PUMP STATION RIM, BOTTOM & INVERT ELEVATIONS WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED, FOREMAIN INVERT ELEVATIONS EVERY 50 FEET, FORCEMAIN AIR RELEASE VALVE RIM & INVERT ELEVATIONS, SEWER CLEANOUT RIM & INVERT ELEVATIONS, AND GREASE TRAP RIM, BOTTOM & INVERT ELEVATIONS;
    - 36.3. WATER VALVES, FIRE HYDRANTS, METER VAULTS, METER PITS, AND CURB STOPS;
    - 36.4. STORM SEWER CATCH BASIN AND/OR MANHOLE GRATE; RIM & INVERT ELEVATIONS WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED; AND
    - 36.5. ANY OTHER ITEM WHICH WILL BE TAKEN OVER BY THE CITY.
37. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT (302) 422–1110 A MINIMUM OF TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND SCHEDULE A PRE–CONSTRUCTION MEETING. THE SITE CONTRACTOR AND THE OWNER, OR HIS/HER REPRESENTATIVE SHALL BE IN ATTENDANCE.
38. THERE ARE SOURCEWATER PROTECTION AREAS ON THIS SITE.
39. WETLANDS EXIST ON THIS SITE. REFER TO THE DATA COLUMN ON SHEET R1.0 FOR TOTAL ACREAGE. WETLAND DELINEATION IS SHOWN ON ALL PLAN VIEWS.
40. UPON RECORDATION OF THIS PLAT, THE CITY WILL HAVE THE RIGHT OF INGRESS AND EGRESS TO ALL MULTIFAMILY AREAS FOR THE PURPOSE OF MAINTAINING UTILITIES AND FOR TRASH REMOVAL SERVICES.

CIVIL PLAN GENERAL NOTES

1. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND SHALL APPRISE AND COORDINATE DURING ALL PHASES OF CONSTRUCTION:
    - 1.1 DAVIS, BOWEN & FRIEDEL, INC. 302–424–1441.
    - 1.2 KENT CONSERVATION DISTRICT 302–741–2600, EXT. 2.
    - 1.3 CITY OF MILFORD PUBLIC WORKS DEPARTMENT 302–422–1110, EXT. 1110.
    - 1.4 CITY OF MILFORD ELECTRIC DEPARTMENT 302–422–1110, EXT. 1135.
    - 1.5 DEPARTMENT OF TRANSPORTATION, CENTRAL DISTRICT PERMITS SUPERVISOR 302–760–2433.
2. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY DEVIATION FROM THESE PLANS UNLESS WRITTEN APPROVAL HAS BEEN PROVIDED BY THE ENGINEER.
3. FINAL APPROVED SET OF PLANS AND SPECIFICATIONS SHALL BE MAINTAINED ON THE JOB SITE. FAILURE TO COMPLY WITH THIS PROVISION SHALL BE CONSIDERED CAUSE TO STOP THE WORK.
4. THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF CONTRACT DRAWINGS ON WHICH HE SHALL NOTE, IN RED, THE ALIGNMENTS AND INVERTS OF ALL UNDERGROUND UTILITIES INSTALLED OR ENCOUNTERED DURING THE PROSECUTION OF THE WORK. ALL DISCREPANCIES BETWEEN THE PLAN LOCATIONS AND ELEVATIONS OF BOTH THE EXISTING AND PROPOSED UTILITIES SHALL BE SHOWN ON THE AS–BUILT DRAWINGS TO BE MAINTAINED BY THE CONTRACTOR IN THE FIELD. FINAL SET OF APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS SHALL BE MAINTAINED ON THE JOB SITE AT ALL TIMES. FAILURE TO COMPLY WITH THIS PROVISION SHALL BE CONSIDERED CAUSE TO STOP THE WORK.
5. THE CONTRACTOR SHALL USE ONLY NEW MATERIALS, PARTS, AND PRODUCTS. ALL MATERIALS SHALL BE STORED SO AS TO ASSURE THE PRESERVATION OF THEIR QUALITY AND FITNESS FOR THE INTENDED WORK.
6. ROUTINE PERIODIC INSPECTIONS DURING CONSTRUCTION WILL BE PROVIDED BY THE OWNER AND THE CITY. THESE INSPECTIONS DO NOT RELIEVE THE CONTRACTOR FROM HIS OBLIGATION AND RESPONSIBILITY FOR CONSTRUCTING ALL WORK IN STRICT ACCORDANCE WITH ALL STANDARDS AND SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.
7. CONTRACTOR SHALL PROVIDE STAKEOUT SURVEY NECESSARY FOR THE INSTALLATION OF UTILITY WORK AND APPURTENANES AS REQUIRED PER THE CITY OF MILFORD STANDARDS AND SPECIFICATIONS.

POTABLE WATER DISTRIBUTION GENERAL NOTES

1. ALL WATER DISTRIBUTION WORK SHALL COMPLY WITH THE CITY OF MILFORD WATER MAIN CONSTRUCTION SPECIFICATIONS, LATEST EDITION. CONTRACTOR SHALL OBTAIN A COPY FROM CITY OF MILFORD PRIOR TO BIDDING ON THE JOB. FAILURE TO OBTAIN A COPY OF THE SPECIFICATIONS SHALL NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY. ANY ADDITIONAL COSTS CAUSED BY THE FAILURE TO FOLLOW THE SPECIFICATIONS SHALL BE AT THE SOLE COST OF THE CONTRACTOR.
2. ALL TRENCHING, PIPE LAYING, AND BACKFILLING SHALL BE IN ACCORDANCE WITH FEDERAL OSHA REGULATIONS.
3. THE CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING WATER LATERALS TO WHICH NEW CONSTRUCTION WILL CONNECT.
4. DIFFERING SITE CONDITIONS AND/OR DIFFERING MATERIAL PROPERTIES SHALL REQUIRE CITY OF MILFORD OR DESIGNEE APPROVAL OF SPECIAL DESIGN DETAILS PREPARED BY THE DESIGN ENGINEER PRIOR TO INITIATING OR RESUMING CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOLLOWING EXCAVATIONS FOR INSPECTION AND EVALUATION OF EXISTING SOIL SUBGRADE CONDITIONS BY CITY OF MILFORD OR DESIGNEE. CITY OF MILFORD OR DESIGNEE SHALL INSPECT ALL LATERAL SUBGRADES FOLLOWING EXCAVATION AND PRIOR TO CONSTRUCTION OF NEW WORK TO CONFIRM DESIGN CONDITIONS ARE MET AND SUBGRADE CONDITIONS ARE SUITABLE FOR CONSTRUCTION. IN THE EVENT THE SOIL BEARING CAPACITY IS LESS THAN THE MINIMUM DESIGN VALUE, CITY OF MILFORD OR DESIGNEE SHALL CAUSE AFFECTED CONSTRUCTION TO CEASE AND SHALL NOTIFY THE DESIGN ENGINEER FOR RE–DESIGN TO ACCOMMODATE THE REDUCED SOIL BEARING CAPACITY.
6. IN THE EVENT THE SUBGRADE CONDITION IS UNSTABLE, DUE TO UNSUITABLE MATERIALS AND/OR GROUNDWATER INFILTRATION/INTRUSION INTO THE SURROUNDING SOILS, AS DETERMINED BY CITY OF MILFORD OR DESIGNEE, THE CONTRACTOR SHALL, AS DIRECTED BY CITY OF MILFORD OR DESIGNEE, REMOVE THE UNSUITABLE MATERIAL AND FILL WITH SUITABLE APPROVED GRANULAR FILL MATERIAL.
7. CONTRACTOR SHALL EXTEND LATERAL BELOW ANY CONFLICTS OR OBSTRUCTIONS TO PROVIDE REQUIRED CLEARANCES. COST SHALL BE INCLUDED IN THE PRICE OF THE CONTRACT.
8. THROUGHOUT THE PROJECT, WHERE WATER MAINS ARE LOCATED IN, ACROSS OR ADJACENT TO DRAINAGE DITCHES AND SWALES, THE CONTRACTOR SHALL RESTORE DISTURBED AREAS TO THEIR ORIGINAL CONDITION AND VEGETATE AS REQUIRED.
9. ALL WATER MAINS SHALL BE HYDROSTATICALLY TESTED AND DISINFECTED IN ACCORDANCE WITH CITY OF MILFORD STANDARDS AND SPECIFICATIONS BEFORE ACCEPTANCE.
10. THE CONTRACTOR WILL INSTALL THE WATER SERVICE TO THE GROUND MARKER AS SHOWN ON THE STANDARD DETAILS. THE WATER METER AND PIT ASSEMBLY WILL BE PURCHASED BY THE DEVELOPER AND INSTALLED BY THE CITY OF MILFORD.
11. ALL FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT RESTRAINT AND AWWA APPROVED. SEE THE CITY OF MILFORD STANDARDS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION. ALL FITTINGS SHALL BE THRUST RESTRAINED AS SHOWN ON THE STANDARD DETAILS.
12. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO LOCATE PROPERTY LINES, EASEMENTS, AND RIGHT–OF–WAY LINES PRIOR TO CONSTRUCTION AND AVOID CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY AND/OR RIGHTS OF WAYS WHERE SAID CONSTRUCTION IS PROHIBITED. THE CONTRACTOR MAY CONDUCT CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY PROVIDED HE HAS OBTAINED PRIOR WRITTEN PERMISSION FROM THE PROPERTY OWNER AND HAS SUBMITTED A COPY OF SAID WRITTEN PERMISSION TO THE CITY OF MILFORD. ANY DISTURBED AREAS BEYOND THE RIGHT–OF–WAY OR EASEMENT LINES SHALL BE RESTORED IMMEDIATELY TO THEIR ORIGINAL CONDITION. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE COST OF ITEMS BID.

INTERNAL PAVING NOTES

1. BITUMINOUS CONCRETE ASPHALT SHALL BE INSTALLED IN ACCORDANCE WITH THE AUGUST 2016 DelDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION TO INCLUDE SPECIAL PROVISIONS:
    - 1.1. SECTION 1011 FOR PLACEMENT OF TACK COAT.
    - 1.2. SECTION 401 FOR PLACEMENT OF BITUMINOUS CONCRETE ASPHALT
    - 1.3. BITUMINOUS CONCRETE ASPHALT SHALL BE FROM A DelDOT APPROVED PLANT.
    - 1.4. BITUMINOUS CONCRETE ASPHALT SHALL NOT BE APPLIED WHEN BELOW TEMPERATURES SPECIFIED IN SECTION 401.03.F.
2. ALL DISTURBED AREAS NOT COVERED WITH IMPERVIOUS MATERIAL, SHALL BE TOPSOILED (6" MINIMUM), FERTILIZED, SEEDED AND MULCHED.
3. ALL SIGNING AND MAINTENANCE OF TRAFFIC IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL FOLLOW THE 2011 DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
4. DESIGN, FABRICATION, AND INSTALLATION OF ALL PERMANENT SIGNING SHALL BE AS OUTLINED IN THE 2011 DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
5. FOR FINAL PERMANENT PAVEMENT MARKINGS, EPOXY RESIN PAINT SHALL BE REQUIRED FOR LONG LINE STRIPING AND THERMO WILL BE REQUIRED FOR SHORT LINE STRIPING, i.e. SYMBOLS/LEGENDS.
6. ALL TRAFFIC CONTROL DEVICES SHALL BE IN NEW OR REFURBISHED CONDITION, SHALL COMPLY WITH THE 2011 DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION), AND SHALL BE NCHRP – 350 APPROVED AND SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED IN GOOD CONDITION FOR DURATION OF USE.
7. BREAKAWAY POSTS SHALL BE USED WHEN INSTALLING ALL SIGNS. DETAIL CAN BE FOUND IN DelDOT'S STANDARD CONSTRUCTION DETAILS.
8. PLAN LOCATION AND DIMENSIONS SHALL BE STRICTLY ADHERED TO UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
9. OPEN–CUT TRENCHES AND PROVIDE PAVEMENT RESTORATION IN ACCORDANCE WITH THE APPROPRIATE JURISDICTION'S STANDARDS AND SPECIFICATIONS. USE ONLY SUITABLE AND APPROVED GRANULAR MATERIALS FOR BACKFILLING TRENCHES.

SANITARY SEWER GENERAL NOTES

1. SANITARY SEWER CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MILFORD STANDARDS AND SPECIFICATIONS, AND DETAILS.
2. ALL SANITARY SEWER MATERIALS AND APPURTENANCES SHALL MEET OR EXCEED THOSE REQUIRED BY THE CITY OF MILFORD STANDARDS AND SPECIFICATIONS, AND DETAILS.
3. SANITARY SEWER LATERAL SHALL BE 8" PVC. SEWER LATERAL SHALL INCLUDE A 8" CLEANOUT, WYE, AND CAP JUST BEHIND THE ACCESS EASEMENT LINE.
4. ALL TRENCHING, PIPE LAYING, AND BACKFILLING SHALL BE IN ACCORDANCE WITH FEDERAL OSHA REGULATIONS.
5. TOP OF MANHOLE ELEVATIONS ARE TOP OF MANHOLE FRAME AND COVER.
6. PIPE SPAN LENGTHS ARE MEASURED FROM C/L OF STRUCTURE TO C/L OF STRUCTURE, WHERE APPLICABLE ARE ROUNDED TO THE NEAREST FOOT.
7. THE CONTRACTOR SHALL FIELD VERIFY INVERTS AND LOCATION OF EXISTING SANITARY SEWER MAINS OR MANHOLES TO WHICH NEW CONSTRUCTION WILL CONNECT.
8. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO LOCATE PROPERTY LINES, EASEMENTS, AND RIGHT–OF–WAY LINES PRIOR TO CONSTRUCTION AND AVOID CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY AND/OR RIGHTS OF WAYS WHERE SAID CONSTRUCTION IS PROHIBITED. THE CONTRACTOR MAY CONDUCT CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY PROVIDED HE HAS OBTAINED PRIOR WRITTEN PERMISSION FROM THE PROPERTY OWNER AND HAS SUBMITTED A COPY OF SAID WRITTEN PERMISSION TO THE CITY OF MILFORD. ANY DISTURBED AREAS BEYOND THE RIGHT–OF–WAY OR EASEMENT LINES SHALL BE RESTORED IMMEDIATELY TO THEIR ORIGINAL CONDITION. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE COST OF ITEMS BID.
9. DIFFERING SITE CONDITIONS AND/OR DIFFERING MATERIAL PROPERTIES SHALL REQUIRE CITY OF MILFORD APPROVAL OF SPECIAL DESIGN DETAILS PREPARED BY THE DESIGN ENGINEER PRIOR TO INITIATING OR RESUMING CONSTRUCTION ACTIVITIES.
10. THE CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOLLOWING EXCAVATIONS FOR INSPECTION AND EVALUATION OF EXISTING SOIL SUBGRADE CONDITIONS BY THE CITY OF MILFORD OR HIS/HER DESIGNEE. THE CITY OF MILFORD SHALL INSPECT ALL SUBGRADES FOLLOWING EXCAVATION AND PRIOR TO CONSTRUCTION OF NEW WORK TO CONFIRM DESIGN CONDITIONS ARE MET AND SUBGRADE CONDITIONS ARE SUITABLE FOR CONSTRUCTION. IN THE EVENT THE SOIL BEARING CAPACITY IS LESS THAN THE MINIMUM DESIGN VALUE, THE CITY OF MILFORD ENGINEER SHALL CAUSE AFFECTED CONSTRUCTION TO CEASE AND SHALL NOTIFY THE DESIGN ENGINEER FOR RE–DESIGN TO ACCOMMODATE THE REDUCED SOIL BEARING CAPACITY.
11. IN THE EVENT THE SUBGRADE CONDITION IS UNSTABLE, DUE TO UNSUITABLE MATERIALS AND/OR GROUNDWATER INFILTRATION/INTRUSION INTO THE SURROUNDING SOILS, AS DETERMINED BY THE CITY OF MILFORD, THE CONTRACTOR SHALL, AS DIRECTED BY THE CITY OF MILFORD ENGINEER, REMOVE THE UNSUITABLE MATERIAL AND FILL WITH SUITABLE APPROVED GRANULAR FILL MATERIAL.

DEMOLITION AND SAFETY GENERAL NOTES

1. MISS UTILITY OF DELMARVA SHALL BE NOTIFIED THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO EXCAVATION, AT 1–800–282–8555.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND ORDERS OF ANY PUBLIC BODY HAVING JURISDICTION. THE CONTRACTOR SHALL ERECT AND MAINTAIN, AS REQUIRED BY THE CONDITIONS AND PROGRESS OF THE WORK, ALL NECESSARY SAFEGUARDS FOR SAFETY AND PROTECTION.
3. THE CONTRACTOR SHALL OPEN ONLY THAT SECTION OF TRENCH OR ACCESS PITS WHICH CAN BE BACKFILLED AND STABILIZED AT THE END OF EACH WORKING DAY. STEEL PLATES SHALL BE USED ON ANY TRENCH OR ACCESS PITS WHICH MUST REMAIN OPEN OVERNIGHT. THIS REQUIREMENT DOES NOT APPLY TO AREAS COMPLETEL



LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- INTERIOR LOT LINE
- EASEMENT LINE
- PHASE LINE

PURPOSE NOTE

THE PURPOSE OF THIS PLAN IS TO REVISE THE LOT NUMBERS TO MATCH THE MASTER PUD PLAN.

SUPERSEDE NOTE

THIS PLAN SUPERSEDES PLAT BOOK 121 PAGE 180 AS RECORDED IN SUSSEX COUNTY RECORDER OF DEEDS.

0' 50' 100' 150'

DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
OCEAN CITY, MARYLAND (410) 289-9641
EASTON, MARYLAND (410) 770-4744

PHASE 2 RECORD PLAN

MILFORD PONDS - PHASE 2

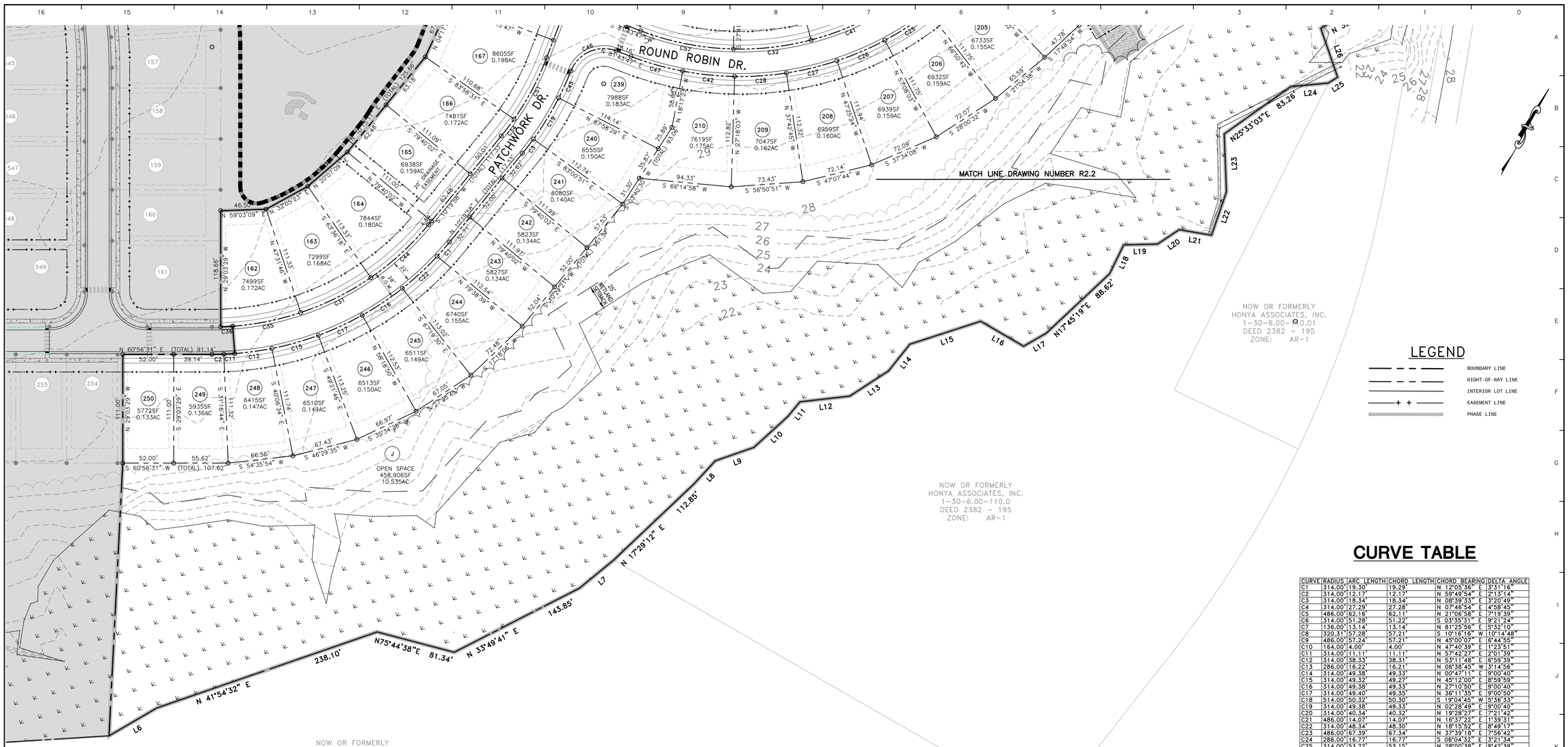
CEDAR CREEK HUNDRED, CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

Revisions:

Date: FEBRUARY 2020
Scale: 1"=50'
Dwn.By: ADM
Proj.No.: 2875A001
Dwg.No.: R2.2

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CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	314.00'	19.30'	19.29'	N 12°05'36" E	3°31'16"
C2	314.00'	12.17'	12.17'	N 59°49'54" E	2°13'14"
C3	314.00'	18.34'	18.34'	N 08°39'33" E	3°20'49"
C4	314.00'	27.29'	27.28'	N 07°46'54" E	4°58'45"
C5	486.00'	62.16'	62.11'	N 21°06'58" E	7°19'39"
C6	314.00'	51.28'	51.22'	S 03°25'51" E	9°21'24"
C7	136.00'	13.14'	13.14'	N 81°25'56" E	5°32'10"
C8	320.31'	57.28'	57.21'	S 10°18'16" W	10°14'48"
C9	486.00'	57.24'	57.21'	N 45°00'07" E	6°44'55"
C10	164.00'	4.00'	4.00'	N 47°40'39" E	1°23'51"
C11	314.00'	11.11'	11.11'	N 57°42'27" E	2°01'39"
C12	314.00'	38.33'	38.31'	N 53°11'48" E	6°59'39"
C13	286.00'	16.22'	16.21'	N 06°38'45" W	3°14'56"
C14	314.00'	49.38'	49.33'	N 00°47'11" E	9°00'40"
C15	314.00'	49.32'	49.27'	N 45°12'00" E	8°59'59"
C16	314.00'	49.38'	49.33'	N 27°10'50" E	9°00'40"
C17	314.00'	49.40'	49.35'	N 36°11'35" E	9°00'50"
C18	514.00'	50.32'	50.30'	S 19°04'45" W	5°36'33"
C19	314.00'	49.38'	49.33'	N 02°28'49" E	9°00'40"
C20	314.00'	40.34'	40.32'	N 19°28'27" E	7°21'42"
C21	486.00'	14.07'	14.07'	N 16°37'22" E	1°39'31"
C22	314.00'	48.34'	48.30'	N 18°15'52" E	8°49'17"
C23	486.00'	67.39'	67.34'	N 37°39'18" E	7°56'42"
C24	286.00'	16.77'	16.77'	S 06°04'32" E	3°21'34"
C25	314.00'	53.22'	53.15'	N 28°00'38" E	9°42'39"
C26	314.00'	53.22'	53.15'	N 37°43'16" E	9°42'39"
C27	314.00'	53.22'	53.15'	N 47°25'55" E	9°42'39"
C28	314.00'	53.06'	53.00'	N 57°07'42" E	9°40'55"
C29	314.00'	44.78'	44.74'	S 05°10'17" W	8°10'13"
C30	164.00'	47.52'	47.35'	N 38°40'41" E	16°36'06"
C31	286.00'	80.24'	79.98'	S 54°25'58" W	16°04'32"
C32	286.00'	80.00'	79.73'	S 54°17'24" W	16°01'33"
C33	164.00'	29.78'	29.74'	N 13°46'51" W	10°24'17"
C34	286.00'	21.50'	21.50'	S 08°10'43" W	4°18'29"
C35	286.00'	71.00'	70.81'	S 49°34'56" W	14°13'24"
C36	286.00'	12.34'	12.34'	S 57°55'47" W	2°28'19"
C37	286.00'	76.34'	76.11'	N 02°37'29" E	15°17'34"
C38	514.00'	4.32'	4.32'	S 18°02'02" W	0°28'52"
C39	286.00'	71.81'	71.62'	S 22°59'12" W	14°23'11"
C40	164.00'	35.22'	35.15'	N 25°08'05" W	12°18'11"
C41	286.00'	80.35'	80.09'	S 38°13'43" W	16°05'50"
C42	314.00'	53.38'	53.32'	N 66°50'24" E	9°44'28"
C43	164.00'	10.43'	10.43'	S 80°29'09" W	3°38'37"
C44	286.00'	80.18'	79.91'	S 18°21'50" W	16°03'44"
C45	314.00'	30.34'	30.33'	N 04°47'37" W	5°32'11"
C46	36.00'	56.10'	50.60'	N 37°05'02" E	89°17'29"
C47	314.00'	54.91'	54.84'	N 76°43'12" E	10°01'09"
C48	164.00'	51.71'	51.50'	N 21°20'39" E	18°03'59"
C49	36.00'	54.30'	49.30'	N 35°27'16" E	86°25'10"
C50	286.00'	73.21'	73.01'	S 02°56'16" W	14°40'01"
C51	286.00'	71.36'	71.17'	S 01°07'22" E	14°17'42"
C52	36.00'	49.30'	45.54'	N 62°06'15" W	78°27'47"
C53	214.00'	4.78'	4.78'	N 23°30'48" W	1°16'52"
C54	47.00'	34.65'	33.87'	N 03°01'56" W	42°14'35"
C55	164.00'	59.79'	59.46'	N 01°51'59" E	20°53'22"
C56	164.00'	47.52'	47.35'	N 39°35'13" W	16°36'06"
C57	286.00'	96.97'	96.51'	S 72°00'59" W	19°25'36"
C58	36.00'	56.55'	50.91'	N 53°16'13" W	90°00'00"
C59	164.00'	47.52'	47.35'	N 89°23'30" W	16°36'06"
C60	136.00'	159.87'	150.89'	S 14°41'36" W	67°21'10"
C61	136.00'	182.34'	168.98'	S 57°23'29" E	76°48'59"
C62	164.00'	47.52'	47.35'	N 56°11'18" W	16°36'06"
C63	164.00'	47.52'	47.35'	N 72°47'24" W	16°36'06"

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L6	S 30°42'10" W	56.55'
L7	S 21°29'35" W	45.05'
L8	S 13°36'32" W	32.30'
L9	S 41°41'39" W	41.84'
L10	S 18°34'52" W	46.92'
L11	S 10°34'32" W	19.34'
L12	S 54°25'00" W	51.14'
L13	S 27°54'47" W	47.33'
L14	S 09°35'35" W	34.89'
L15	S 42°58'33" W	76.02'
L16	N 88°51'15" W	50.74'
L17	S 30°54'31" W	26.75'
L18	S 03°00'55" E	32.86'
L19	S 59°38'18" W	34.50'
L20	S 27°19'36" W	26.67'
L21	S 70°41'53" W	33.44'
L22	S 09°58'45" E	46.81'
L23	S 31°12'39" E	59.31'
L24	S 55°23'17" W	38.64'
L25	S 28°42'11" W	11.17'
L26	S 48°08'15" E	52.86'

PURPOSE NOTE

THE PURPOSE OF THIS PLAN IS TO REVISE THE LOT NUMBERS TO MATCH THE MASTER PUD PLAN.

SUPERSEDE NOTE

THIS PLAN SUPERSEDES PLAT BOOK 121 PAGE 180 AS RECORDED IN SUSSEX COUNTY RECORDER OF DEEDS.

DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
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MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-4744

PHASE 2 RECORD PLAN

MILFORD PONDS - PHASE 2

CEDAR CREEK HUNDRED, CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

Revisions:

Date: FEBRUARY 2020
Scale: 1"=50'
Dwn.By: ADM
Proj.No.: 2875A001
Dwg.No.: R2.3

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KCI TECHNOLOGIES

ISO 9001:2008 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1352 Marrows Road, Suite 100 • Newark, DE 19711 • Phone 302-731-9176 • Fax 302-731-7807

January 30, 2020

City of Milford
201 South Walnut Street
Milford, Delaware 19963

Attention: Rob Pierce

Subject: Milford Ponds – Phase 2 and Phase 3 Construction Plans
KCI Job No. 131803632 – Task 09

Dear Mr. Pierce,

As requested, KCI Technologies performed a review of the Phase II and III of Milford Ponds Record/Construction Plans. This review was based on the City's Standard Specifications, and general engineering best practices. These plans were submitted by DBF and are dated March 2019.

We offer the following comments for consideration. The plans that were resubmitted addressed many comments but the plans still seem incomplete/lacking a lot of information (details, storm drain information, grading issues, missing pipes, missing/overlapping labels, plan views from phases not pertaining to phase 2 or 3, etc.). Many of the remaining comments are construction related which may be addressed once final construction plans are submitted. However, the Conditional Use and Record Plan comments shall be addressed prior to preliminary approval. In addition, revise the plans accordingly so that all drainage easements are at least 20' wide for both phases (in between lots 186 and 187 in phase 2 and all of phase 3) prior to preliminary approval. There may be additional construction comments once final plans are submitted. Please refer to the approved Phase 1 Plans and revise the Phase 2 and Phase 3 so that the setup for each plan is similar.

Conditional Use (PUD)

1. (General) A Planned Unit Development is defined as "a development providing housing of various densities, lot sizes, lot coverage and types, including related recreational and community facilities. The development may include commercial uses that are designed to serve the convenience needs of the residents of the development. The original approval from 2004 provided a total of 722 units,

including 150 condominiums, 228 townhouses and 344 single-family detached units. The revised PUD that was approved in 2018 provided a total of 700 units, including 459 single family detached units, 91 townhouses and 150 multi-family units. The proposed PUD has eliminated townhouses completely and provides 504 single-family detached dwellings and 264 multi-family units, for a total of 768 units. The Planning Commission and City Council will need to determine if the intent of a PUD is still met by the unit mix and layout being proposed. **Comment Noted – This will be addressed during the Public Hearing per response letter.**

2. (General) Currently, there are Townhouse Requirements listed in the PUD requirements. However, Townhomes are no longer proposed within this PUD. Remove the requirements of the Townhomes if they will not be proposed as a part of this project. **Addressed.**

3. (General) Include the request for the number of units per multi-family building for Phase 4 in the PUD table. This is not a waiver from Chapter 200, this is a deviation allowed under the PUD approval. **Comment Remains.**

4. (General) Provide the overall project density in dwelling units per acre in the Data Column. **Comment Remains – Add the total provided number of units in the phase 2 data column similar to what is shown in the phase 3 data column.**

5. (General) Revise the open space and recreational open space requirement calculations in the data column per Chapter 230-48-10(G) of the City's Zoning Code. **Comment Remains – Add the required open space calculation and provided open space to the Phase 2 Record and Construction Plan Cover Sheets.**

6. (General) In order to minimize issues with updating parcel numbers, addresses, and assessment information, coordinate with Sussex County Mapping Department for lot number arrangement. **Comment Remains – DBF is to meet with Sussex County Mapping Department per response letter.**

7. (General) Verify that there are 363 single-family dwelling units in Phase I. There were 364 single-family dwelling units in the current PUD and it is not clear where the change occurred in Phase I. **Comment Remains – Per DBF's response letter, one lot is proposed to be removed in Phase 1 and a revised record plan will be submitted and recorded to show this. Provide KCI and the City with the revised Record Plan once available.**

8. (General) Add the date of boundary and topographic survey under the General Notes of Phase 2 and Phase 3. **Addressed.**

9. (General) Update the Construction Plans per the Record Plan and PUD comments. **Addressed.**

10. **(General) Verify that the Phase 2 and Phase 3 cover sheets for the Record and Construction Plans are consistent and provide the information requested in the above comments. For example, the required open space calculation is not listed on the Phase 2 plans, total number of units provided is not listed on the phase 2 plans, etc.**

Phase 2 Record Plan

11. (Cover) Add all City of Milford General Record Plan Notes. **Addressed with Comment – Add all the notes to the Construction Plans.**

12. (Cover) Add the provided City of Milford approval blocks to the plan. **Addressed.**

13. (Cover) Provide a wetland certification statement. **Addressed.**

14. (Cover) Once approved, update the variance notes to list the approval date and whom approved the variance (i.e. board of adjustments). **Comment Remains – See comment 17 and add the approval date and board whom approved all variances once/if approved.**

15. (Cover) Update the PUD table per the PUD review comments. Remove the reference to the apartment variance in the notes and add to the overall PUD table. **Addressed.**

16. (Cover) Update the data column per the PUD review comments. Provide the overall project information similar to what was done for Phase I. **Addressed.**

17. (Cover) Note that the variances on the sheet should only be from Chapter 200 Subdivision of Land. The PUD approval permits have some deviations from the zoning ordinance, which should be provided in the PUD table. Any variances from Chapter 230, outside of what is permitted through the PUD, will require Board of Adjustment review. **Comment Remains – All deviations from Chapter 200 or 230 needs to be noted in the PUD table. Currently, the applicant is showing a reduction in the R.O.W. from 60' to 28' but has not specifically requested this deviation on the title sheet. Revise the plan accordingly to list this reduction in the PUD table. If not, then any deviation not requested in the PUD table will be enforced upon on the submission of the final subdivision.**

18. (Cover) Note the pavement width and right-of-way width waiver request in the waiver table for all roadways that do not meet Chapter 200 requirements. Minor collectors require 50-60 feet of right-of-way and 25-30 feet of pavement width

per Chapter 200. The plans only provide 28 ' of right-of-way and 22 ' in pavement width. **Comment Remains – See comment 17 and add the approval date and board whom approved this once/if approved.**

19. (Cover) The supercedure note on the cover sheet references Phase I instead of Phase II. Revise the note accordingly to refer to the correct phase. **Addressed.**

20. (Cover) The maximum allowed impervious coverage is 35%. Add a Phase 2 Site Area Breakdown to the data column as follows to ensure that the maximum impervious coverage is not exceeded before completion of all 4 phases of the subdivision. Although the building footprints may not have been set yet, an accurate building coverage estimate shall be included in the impervious surface area. **Addressed – The same shall be done when Phase 4 is submitted.**

21. (Cover) Currently, under existing zoning it lists proposed use and then lists the zones that are proposed. Revise the data column to list the existing/proposed ZONING. **Addressed.**

22. (R2.2) Label the SWM area on the plan. **Addressed.**

23. (R2.2) Label the easement between lots 199/200. **Addressed.**

24. (R2.2) The metes/bounds data for lots 168/169 and 222/223 are overlapped by an easement and is tough to read. Revise the plan accordingly so that there are no overlapping labels. **Addressed.**

25. (R2. 2) Currently, there appears to be a parcel between lots 216 and 217 that is shown with new property lines but is not labeled. Verify whether this is a parcel or not and add a lot number with metes/bounds. If this is open space, remove the proposed property line and incorporate with the larger open space parcel to the east. **Addressed.**

26. (R2.2) Show the recreational open space components that are shown on the PUD master plan. **Addressed with Comment – It appears that residents would have to cut through private property or walk along the SWM Pond bank in order to access the picnic area. Clarify how residents will access the picnic area.**

27. (R2.2 & R2.3) Label all open space parcels with a unique identifier and provide the overall acreage of each parcel. **Addressed with Comment – Provide a unique identifier for each open space parcel and Label the total acreage for each section of open space similar to what is done for each lot.**

28. (R2.2 & R2.3) Show the 25' wetland setback on the plan. **Addressed.**

29. (R2.3) Revise the metes/bounds labels for lots 164/165 so that they are legible. **Addressed.**

30. (R2.3) Verify that all curves listed in the curve table are shown on the plan. **Addressed.**

Phase 2 Construction Plans

31. **Provide all required agency approvals (i.e. Fire Marshal, DHSS, SCD, etc.)**

32. **Provide construction information for the storm drain system. Profiles, inverts, elevations, schedules, etc.**

33. **Provide the necessary structure and pipe schedules for the sanitary and storm drain systems.**

34. (General) Add all applicable City of Milford and DelDOT details to the plan (Storm, Sanitary, Water, Site, etc.). **Comment Remains – Some details were added to the Phase 3 plans but not to the Phase 2 plans. All applicable details shall be provided on both plans. They include the details provided on the Phase 3 plans, sidewalk, curb, handicap ramps, storm structures, etc.**

35. (General) Revise the plan accordingly so that all plan view sheets have a graphical scale. **Addressed.**

36. (General) The sidewalks should be 5' instead of 4' per the City Standard Specifications and ADA requirements. **Addressed.**

37. (General) Add the 25' wetland setback to the plan. **Addressed.**

38. (Cover) Add all City of Milford General Notes to the plan. **Comment Remains – Add all City of Milford General Notes to the Construction Plans. Currently, they are only on the Record Plan.**

39. (Cover) Add all required City Approval Blocks to the cover sheet for construction plans. **Comment Remains.**

40. (Cover) Add the date of boundary and topographic survey. **Addressed – We recommend verifying that the survey is still correct since it is dated from 2005.**

41. (Cover) Currently, under existing zoning it lists proposed use and then lists the zones that are proposed. Revise the data column to list the existing/proposed ZONING. **Addressed.**

42. **(Cover) Verify what the correct FEMA note is. General Note 6 and 23 conflict with each other.**

43. (C2.1 & C2.2) Add the stationing at intersections. **Addressed.**

44. (C2.1 & C2.2) Add the PC and PT stationing. **Addressed.**

45. **(C2.1 & C2.2) Revise the plan accordingly to limit label overlap and so that text is in the correct orientation.**

46. **(C2.1 & C2.2) Many of the contours (Specifically the crowns in the road) do not have an elevation labled. Revise the plan accordingly so that the elevations are clear for all contours.**

47. (C2.3) Currently, there is varying pavement section depths throughout the subdivision. Revise the plan accordingly so that there is minimal to no change in pavement sections throughout the subdivision. **Comment Remains – Revise the section detail to show 11" GABC instead of 8" to provide consistency from the Phase 1 plans. In addition, verify if two of these section details are needed, they appear to show the same thing. Lastly, revise the stationing and street names to be the road names and corresponding stations of this phase. This should also be applied to the phase 3 construction plans.**

48. (C2.3) Revise the pavement sections so that they meet the City's minimum requirement of 8" of GABC and 3" of combined top/base. **Addressed.**

49. (C2.3) Revise the road section to specify 2% slope instead of $^{1}/4$"/FT. **Addressed.**

50. (C2.3) Currently, the plan shows 18' utility easements parallel to the City's Right-of Way along the roads. However, the road section show 10 ' utility easements. Revise the detail accordingly to match the plan. **Addressed.**

51. (C2.3) Currently, the road section shows a 26' Right-of-Way. However, the plan views on the road plans label a 28' Right-of-Way. Revise the plans accordingly so that they match. **Addressed with Comment – Although the Right-of-Way was corrected, now it appears that the road section detail does not match what is shown on the plan view. The road section detail has the curb width as 3' (per DelDOT Detail, type 2 curb is 2' in width) and the grass area between back of curb and sidewalk as 3' (on the plan this area is 5'), the area between the back of sidewalk and the easement is 10' (we measured 9' on the plan). Revise the plan/road section detail accordingly so that they match.**

52. (C2.3) There are notes that refer to Section 5 for Sidewalk Specifications and Section 7 for Design Information. Verify if these should be on the plan. The details for these items shall be shown on the plan as well. The sidewalk detail shall be

added to the plan set. **Comment Remains – Add the City of Milford Sidewalk Detail to the plan and clarify what specifications the notes are referring to (i.e. Milford or DelDOT specs).**

53. (C2.3) Address the following in regards to the Intersection Plan Views:

    a. Currently, there is an intersection plan view that is named Round Robin Drive Plan View. Revise the name of this to include the intersection name similar to how the two other intersection plan views were named. **Comment Removed.**

    b. Add the street names to the plan views. **Addressed.**

    c. Add proposed spot elevations (and flow arrows) along the face of curb at 25’ intervals and as necessary to demonstrate the proposed drainage patterns thru the intersection or to an inlet. **Addressed – We recommend addressing this comment but will not be required.**

    d. Add the storm drain structure numbers to the plan views. **Addressed.**

54. (C2.3) The stormwater management easements are not wide enough to allow for safe excavation for piping for future repairs. These should be a minimum of 20 ' in width to allow for enough area to repair piping in the future. Keep in mind that the easements shall not encroach upon the lot setbacks. **Comment Remains – Pipe 502 only has a 10’ easement in between lots 186 and 187. This will have to be revised to a 20’ easement to allow enough room for City maintenance/repairs. In addition, if it is determined that any of the storm drain pipes in between lots are extremely deep, then the easements may have to be increased beyond 20’.**

55. (C3.l) Currently, there appears to be proposed grading within the building footprints. The buildings shall have a consistent finished floor elevation. **Comment Remains – Some of the grading lines are still going through the proposed finished floor. For example the grading lines are going through lots 193,194,197,198,217, and 225. Revise so that all lots have a consistent finished floor elevation.**

56. (C3.1) Currently, there are two proposed grading line types on the south side of the stormwater management pond. Revise the grading of the stormwater management pond so that there is just one proposed grading layer. **Comment Removed – Pond grading and SWM facilities to be reviewed by SCD.**

57. **(C3.1) Many storm drain pipes are missing from the plan (i.e. P501, P511, etc.) Add these pipes to the plan.**

58. **(C3.1) Revise the P511 identifier so that it is not overlapping with the gray overlap of the SWM facility.**

59. (C4.1) Currently, there are two fire hydrants located adjacent to Lot 202. Revise the plan accordingly so that the fire hydrants are spaced adequately. **Addressed.**

60. (C4.l) Currently, it appears that there are two waterline alignments for the 10', water main that is capped at South Walnut Street in between lots 199 and 200. Verify whether or not there will be two waterline alignments or revise the plan accordingly to only show one. **Addressed.**

61. (C4.1) There shall be a water valve at each leg of a T intersection. Revise the plan accordingly so that there are three valves at each T intersection. **Addressed.**

62. (C4.l) Add a fire hydrant assembly label and 6" gate valve label to the fire hydrant adjacent to lot 202. **Addressed.**

63. (C4.1) Verify that the minimum 10' horizontal separation is met for the fire hydrant service pipe and sewer lateral for lot 202. **Addressed.**

64. (C4.l) There are two manhole symbols by Manhole 83. Verify if both manholes are needed or remove the manhole symbol from the plan. **Addressed.**

65. (C4.l) Currently, there appears to be overlapping 8" sewer main labels in front of lot 167. Remove one of the labels to fix the overlap. **Addressed.**

66. (C4.1) Per the City of Milford Standard Specifications "Sewer mains should be located within the street right-of-way wherever practical, and as close to the centerline of the road as possible. Curb crossings are unacceptable." Revise the plans accordingly so that all sanitary sewer mains are located as close to the centerline of the road as possible and do not have curb crossings. **Addressed.**

67. (C4.1) Label the utility easements on the plan. **Addressed.**

68. (C4.I) Currently, there are easements that lead to the storm water management pond. However, there are no storm drain pipes/structures within these easements. Verify if storm drain pipes/structures are proposed within these easements. If they are, then add them to the plan. **Addressed.**

69. (C4.l & C4.2) Clarify the pipe material of the water main. **Addressed.**

70. (C4.1 & C4.2) The cleanouts and water meters are labeled on the Phase 3 Construction Plans but are not on the Phase 2 Construction Plans. Revise the plans accordingly so that they are consistent. **Addressed.**

71. (C4.l & C4.2) Add curb stops for all houses just before the meter pits. **Addressed.**

72. (C4.1 & C4.2) Currently, the cleanouts for the sanitary sewer and the water meters are located on the proposed sidewalk. Move all the cleanouts and water meters so that they are located in the grass at the easement line. **Addressed with Comment – This comment is no longer valid. Per recent conversations with Public Works, they prefer cleanouts and water meters to be located within the sidewalk (but not the driveway). We recommend revising the plans accordingly to address this. However, since the comment was wrongfully made on the last review, this can instead be addressed with a note on the plan and a discussion at the pre-construction meeting.**

73. (C4.1 & C4.2) Currently, there are many laterals that tie directly into sanitary sewer manholes. Per the City's Standard Specifications, no laterals shall tie into manholes. They shall connect directly to the gravity main using a y-branch connection. **Addressed.**

74. (C4.1 & C4.2) Label the valves for the fire hydrants on the plan. **Addressed.**

75. (C4.3) Verify that the vertical separation between the sanitary sewer and storm drain system is 12 " minimum. **Addressed.**

76. (C4.3) Currently, there are two profiles that are named MH-80/MH-92. However, they are both incorrectly named. Revise the names of these profiles to reflect what is shown in the profile. **Addressed.**

77. (C4.3) Verify whether or not MH 67 is existing or proposed. If existing, clarify this on the plan. **Addressed.**

78. (C4.3) Revise the matchlines to refer to the sheet and/or phase. **Addressed.**

79. (FPI.I) Add the class of the ductile iron pipe to the fire hydrant detail. The minimum class is 50 per the City's Standard Specifications. **Addressed.**

80. (FPl.2 and FPl.3) The handicap ramps shall be labeled on the Road Plans, not just the Fire Protection Plans. **Addressed.**

81. (FPl.2 and FP1.3) Currently, only the "A", "F", and "B" label are used from the Note Legend on sheets 20 and 21. Determine if the other labels will be used and add them to the sheet accordingly. If not remove them from the Note Legend and renumber the items in the list. **Addressed.**

82. **Currently, there are areas where the storm drain system and watermain overlap for extended stretches (i.e. in front of lots 169 to 172). Water and storm drain pipes may cross with proper vertical separation, but should generally be offset from each other (ideally 3'). Keep in mind that the**

minimum horizontal separation between water and sanitary sewer pipes is 10'.

83. **Add all water crossing profiles to the plan.**

Phase 3 Record Plan

84. (Cover) Update the data column per previous comments for the PUD and Phase 2 reviews. The data column should provide the overall project characteristics similar to what was done for Phase 1. **Addressed.**

85. (General) Revise the Record Plan per the Phase 2 Record Plan comments in this letter. Many of the comments apply for both phases. **Addressed.**

86. (General) Add the PUD Requirements Table similar to what was done for Phase 1 and 2. **Addressed.**

87. (General) Update the Chapter 200 Variances per previous comments for the PUD and Phase 2. **Addressed with Comment – Add the approval date and board whom approved the variance once/if approved.**

88. (RI.02) Verify that the Curve Table is correct and that it matches the plan. There are duplicate curve numbers and missing curve numbers in the table. **Addressed.**

89. Include a wetland certification statement. **Addressed.**

Phase 3 Construction Plans

90. **Provide all required agency approvals (i.e. Fire Marshal, DHSS, SCD, etc.)**

91. **Provide construction information for the storm drain system. Profiles, inverts, elevations, etc.**

92. **Provide the necessary structure and pipe schedules for the sanitary and storm drain systems.**

93. (General) Revise the construction plans per the Phase 2 Construction Plan comments in this letter. Many of the comments apply for both phases. **Comment Remains.**

94. (General) The approved Phase I Plans show utilities as proposed in phase I that are also proposed in Phase 3. For example, sanitary manhole 7, but not limited to, is proposed within Phase l. However, it is also proposed on the Phase 3 Construction Plans. I futilities have already been installed and are shown on this plan as the tie-ins to Phase l, then they should be labeled as existing in the profile. In addition, the

engineer should revise the structure inverts/elevations of the tie-ins from phase I to be the as-built information instead of the design information (for all phases). This will ensure that the minimum required slopes can still be met. This will reduce the risk of the City not accepting the utilities and them having to be dug up and corrected per the City's Standard Specifications. **Comment Removed – See Comment 110 of this letter.**

95. (General) The Phase 3 Construction Plans are missing a lot of pertinent information (profiles, construction details, and signage etc.). Add all pertinent information and revise the plans so that they are consistent with the other phases. **Comment Remains – Add road section details/pavement depths similar to sheet 2.03 on the Phase 2 Construction Plans and any other pertinent information to the plans so that they remain consistent with the other phases.**

96. (General) Add a more detailed legend to the Construction Plans. **Addressed.**

97. **(C1.01) Add all of the utility easements to the "Key Plan" sheets of the plans. The easement line that runs parallel to the R.O.W. is missing.**

98. (C2.01-C2.05) Currently, the legend has two hatchings for pavement. However, they refer to sheet 27 for a detail even though there is no sheet 27 in this plan set. Add the detail to the plan and revise the legend accordingly to reference the correct sheet. **Addressed.**

99. **(C2.01-C2.05) Proposed grading is not shown on the plans but is shown in the profiles. Add the proposed grading to the road plans.**

100. (C2.03 & C2.04) Verify if the profiles/plan views are necessary. They are currently showing plan views and profiles that do not involve Phase 3. **Comment Remains – Profiles/plan views on sheet C2.03 are referring to Phase 1, 2 and 4 but not 3. Verify that these are a part of Phase 3 and if not remove them from this section of Construction plans.**

101. (C-3.01) Currently, it appears that there are areas without crowns in the road. Revise the plan accordingly so that the road is properly graded. **Addressed.**

102. (C-3.01) Currently, there is a contour with a high point/low point between lots 581 and 582 that has no label. **Addressed.**

103. (C3.01) Add the elevation to the contour that circles lot 65. **Addressed.**

104. (C-3.01) Verify whether the catch basins and pipes near lots 464-469 are existing or proposed. The identifier labels appear to be lighter than the other identifier labels for CB 306, CB 307, P 307 and P 308. **Addressed with Comment – Verify that**

Pipe 308 is existing. It appears that the pipe has an existing line type but is shown on these construction plans. In addition, the drainage easements should be 20'. Label the drainage easements in Phase 3 on the Record and Construction Plans.

105. (C-3.01) Currently, it appears that P 353 has no outfall. Revise the plan accordingly so that all pipes have an outfall. **Addressed.**

106. (C3.01) Currently, there is a P 308 label on lot 464 with no pipe shown. Revise the plan accordingly to show the pipe or remove the label. **Addressed.**

107. (C4.01) Currently, there are symbols that appear to be manholes at the curve lines and property lines. Revise the symbol so that it can be differentiated from sanitary sewer manholes and add the symbol to the legend. If these symbols are not needed on the utility plan, remove them. **Addressed.**

108. (C4.01) There are two random circles along the right-of-way in front of lots 147 and 581. Verify if these are necessary on this sheet or remove them. **Addressed.**

109. (C4.01) There is no labeling or legend on the utility plan. Revise the utility plan accordingly so that items are labeled similar to Phase 2. **Addressed.**

110. (C4.01) Currently, it appears that there is a proposed cap at the end of the water mains on Flower Garden Drive and Stitch work Way. Verify whether the watermains at the matchline of Phase 1 and Phase 3 along Flower Garden Drive and Stich work Way are capped or if there is an existing watermain that they are tying into. **Addressed with Comment – Per DBF's response letter, this has not been constructed yet and the contractor is to confirm where to tie in at construction. However, the proposed water main, sanitary sewer, and storm from the approved Phase 1 plans shall still be shown on the plan as existing and the tie in shall be shown. This shall be done at all points in which this phase ties into another phase.**

111. (C4.01) Currently, some of the sanitary sewer pipe line styles show S and some show SS. Revise the sanitary sewer pipe labels so that they are consistent throughout the plan or add a legend to differentiate between the two. **Addressed.**

112. **(C4.01) Currently, some of the manholes are labeled as "XX". Verify what number these manholes should be and revise the plans/profiles accordingly.**

113. **(C4.01) Revise the plan accordingly so that there is a water valve at each leg of each intersection (i.e. 3 valves for a t intersection and 4 valves for a four way intersection).**

114. **(C4.01) Add the storm drain system to the Utility Plan so that the plan can be compared to the profiles in regards to utility crossings.**

115. (C4.02) Clarify that drop manholes shall be 60" in diameter. **Addressed.**

116. (C4.02) Clarify whether the drop manholes are inside or outside drop manholes. **Addressed.**

117. (C4.02 & C4.03) Two profiles are named pump station/MH-19 profile. Revise the name to match what is shown in the profile. **Addressed.**

118. **(C4.02 & C4.03) Add all inverts to the profiles.**

119. (C4.03) Add matchlines to the plans/profiles. If the two ends of the profile are other phases, then refer to the phase. For example, the Phase I line should be shown on the profile adjacent to Sanitary Sewer Manhole 7. **Comment Remains.**

120. **Add all water crossing profiles to the plan.**

If you have any questions or comments regarding this letter, please do not hesitate to contact me any time at (302) 318-1087.

Sincerely,

Eric T. Gibson,
Engineer in Training

Jason McClafferty, P.E.
Project Manager

DAVIS BOWEN & FRIEDEL, INC.

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February 13, 2020

City of Milford
180 Vickers Drive
Milford, DE 19963

Attn: Rob Pierce, Planning & Economic Development Director

RE: **Milford Ponds – Revised PUD, Phase 2 Preliminary and Phase 3 Preliminary**
Original Tax Parcel Number: 1-30-3.00-264.00, 1-30-3.00-264.01, and 1-30-6.00-108.00
DBF #2875A001

Dear Mr. Pierce,

On behalf of our clients Milford Ponds, LLC we are please to submit a revised PUD Plan, revised Phase 2 and revised Phase 3 preliminary plans per comments received on January 30, 2020. The plans only address the PUD Conditional Use and Record Plan comments. A separate response will be prepared for the construction documents. In regards to the PUD, most of the deviations were approved in the previous request and believe we have annotated them on the cover page and will ensure during the public hearing process that all deviations that were previously approved and / or new requests are documented. Upon Council approval, a final PUD plan will be submitted to the City. We have retained the original numbering to facility review of the Conditional Use and Record Plans and offer the following item-by-item response:

Conditional Use (PUD)

1. (General) A Planned Unit Development is defined as "a development providing housing of various densities, lot sizes, lot coverage and types, including related recreational and community facilities. The development may include commercial uses that are designed to serve the convenience needs of the residents of the development. The original approval from 2004 provided a total of 722 units, including 150 condominiums, 228 townhouses and 344 single-family detached units. The revised PUD that was approved in 2018 provided a total of 700 units, including 459 single family detached units, 91 townhouses and 150 multi-family units. The proposed PUD has eliminated townhouses completely and provides 504 single-family detached dwellings and 264 multi-family units, for a total of 768 units. The Planning Commission and City Council will need to determine if the intent of a PUD is still met by the unit mix and layout being proposed. Comment Noted – This will be addressed during the Public Hearing per response letter. **Acknowledged.**

3. (General) Include the request for the number of units per multi-family building for Phase 4 in the PUD table. This is not a waiver from Chapter 200, this is a deviation

allowed under the PUD approval. Comment Remains. **This is listed in Section B.**

4. (General) Provide the overall project density in dwelling units per acre in the Data Column. Comment Remains – Add the total provided number of units in the phase 2 data column similar to what is shown in the phase 3 data column. **The number of units has been added and the data column for Phase 2 will be revised prior to submitting final plans for approval.**

5. (General) Revise the open space and recreational open space requirement calculations in the data column per Chapter 230-48-10(G) of the City's Zoning Code. Comment Remains – Add the required open space calculation and provided open space to the Phase 2 Record and Construction Plan Cover Sheets. **The data column for Phase 2 will be revised prior to submitting the final plans for approval.**

6. (General) In order to minimize issues with updating parcel numbers, addresses, and assessment information, coordinate with Sussex County Mapping Department for lot number arrangement. Comment Remains – DBF is to meet with Sussex County Mapping Department per response letter. **We are meeting with Sussex County Mapping on Friday, February 21, 2020.**

7. (General) Verify that there are 363 single-family dwelling units in Phase I. There were 364 single-family dwelling units in the current PUD and it is not clear where the change occurred in Phase I. Comment Remains – Per DBF's response letter, one lot is proposed to be removed in Phase 1 and a revised record plan will be submitted and recorded to show this. Provide KCI and the City with the revised Record Plan once available. **Acknowledged.**

10. (General) Verify that the Phase 2 and Phase 3 cover sheets for the Record and Construction Plans are consistent and provide the information requested in the above comments. For example, the required open space calculation is not listed on the Phase 2 plans, total number of units provided is not listed on the phase 2 plans, etc. **The Record Plan and Construction Cover Sheets will be revised and updated to be consistent with each other.**

Phase 2 Record Plan

11. (Cover) Add all City of Milford General Record Plan Notes. Addressed with Comment – Add all the notes to the Construction Plans. **Acknowledged.**

14. (Cover) Once approved, update the variance notes to list the approval date and whom approved the variance (i.e. board of adjustments). Comment Remains – See comment 17 and add the approval date and board whom approved all variances once/if approved. **The notes will be updated after approval by City Council.**

17. (Cover) Note that the variances on the sheet should only be from Chapter 200 Subdivision of Land. The PUD approval permits have some deviations from the zoning

ordinance, which should be provided in the PUD table. Any variances from Chapter 230, outside of what is permitted through the PUD, will require Board of Adjustment review. Comment Remains – All deviations from Chapter 200 or 230 needs to be noted in the PUD table. Currently, the applicant is showing a reduction in the R.O.W. from 60' to 28' but has not specifically requested this deviation on the title sheet. Revise the plan accordingly to list this reduction in the PUD table. If not, then any deviation not requested in the PUD table will be enforced upon on the submission of the final subdivision. **We have added the deviations to the PUD plan and will review them one by one to ensure all necessary deviations have been received.**

18. (Cover) Note the pavement width and right-of-way width waiver request in the waiver table for all roadways that do not meet Chapter 200 requirements. Minor collectors require 50-60 feet of right-of-way and 25-30 feet of pavement width per Chapter 200. The plans only provide 28 ' of right-of-way and 22 ' in pavement width. Comment Remains – See comment 17 and add the approval date and board whom approved this once/if approved. **See response to Comment 17.**

26. (R2.2) Show the recreational open space components that are shown on the PUD master plan. Addressed with Comment – It appears that residents would have to cut through private property or walk along the SWM Pond bank in order to access the picnic area. Clarify how residents will access the picnic area. **There is an open area between Lots 216 and 217.**

27. (R2.2 & R2.3) Label all open space parcels with a unique identifier and provide the overall acreage of each parcel. Addressed with Comment – Provide a unique identifier for each open space parcel and Label the total acreage for each section of open space similar to what is done for each lot. **The open space areas have been identified by a letter.**

Phase 3 Record Plan

87. (General) Update the Chapter 200 Variances per previous comments for the PUD and Phase 2. Addressed with Comment – Add the approval date and board whom approved the variance once/if approved. **See response to comment 17.**

If you have any questions or need additional information, please do not hesitate to contact me at (302) 424-1441 or rwl@dbfinc.com.

Respectfully Submitted,
Davis, Bowen & Friedel, Inc.

Ring W. Lardner, P.E.
Principal

DEPARTMENT OF TRANSPORTATION
COMMENTS FOR
DAC MEETING
OF October 2019

Lands of Milford Ponds
Tax Map #: 130-6.00-108, 130-3.00-264 & 264.01
SCR X (X)
Sussex County

#19-035 / Milford Ponds, LLC Phases I, II, & III

1. Please refer to the "*Development Coordination Manual*" manual for the design of the subdivision streets and/or entrance. The website for the manual is the following;

   http://www.deldot.gov/Business/subdivisions/index.shtml?dc=changes

2. For all projects, any sub-station and/or wastewater facilities will be required to have access from the internal subdivision street with no direct access to the State maintained highway.

3. For all projects, a 20-foot wide buffer will be required from the edge of the stormwater management pond to the ultimate right-of-way of the County road. The ultimate right-of-way is based on the functional classification of the road.

4. Referring to the "*Development Coordination Manual"*, Chapter 3 – Record Plan Design, Section 3.2.5.1.2: Frontage Easements, a 15-foot wide permanent easement will need to be established across the property frontage. The location of the easement shall be outside the limits of the ultimate right-of-way for this road. The following note is required, "**A 15-foot wide permanent easement is hereby established for the State of Delaware, as per this plat.**"

5. Referring to the "*Development Coordination Manual"*, Chapter 3 – Record Plan Design, Section 3.2.5: Dedication of Right-Of-Way and Easements, Figure 3.2.5-a Minimum Standards for Total Roadway Right-Of-Way, the project shall be subject to dedicate right-of-way in accordance to the minimum standards.

6. Referring to the "*Development Coordination Manuals*", Chapter 3 – Record Plan Design, Section 3.2.4.1: Subdivision Street Right-Of-Way Monuments, right-of-way monuments are recommended to be furnished and placed along the private subdivision street.

7. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.2.4.2; Frontage Road Right-of-Way Monumentation, concerning the right-of-way markers being placed to provide a permanent reference for re-establishing the right-of-way and property corners along frontage roads. Due to the right-of-way dedication,

show and note the property corners markers that will need to be installed.

8. Referring to the "*Development Coordination Manual"*, Chapter 3 – Record Plan Design, Section 3.5.5: Transit Facilities, transit facilities requirements shall be followed as required by DTC or DelDOT.

9. Referring to the "*Development Coordination Manual*", under Chapter 3; Record Plan Design, Section 3.2.5.1.1 – Easements, if this development is proposing a neighborhood sign/structure, then a permanent easement shall be established at the entrance. The easement shall be located outside of any existing and/or proposed right-of-way. It will also need to be verified that the sign/structure does not pose a sight distance and/or safety hazard.

10. Metes and bounds and total areas need to be shown for any drainage easements. A minimum 20-foot wide drainage easement must be provided for storm drainage systems, open or closed, that fall outside the existing right-of-way or the drainage/utility easement. These easements shall be shown and noted on record plan.

11. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.5: Connectivity, connectivity requirements shall be followed for all development projects having access to state roads or proposing DelDOT maintained public road for subdivisions. Private or municipal streets should follow the local land use agency's requirements for connectivity.

12. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.4.2.1: Record Plan Content, the traffic generation diagram is required. See Figure 3-4-2-a: Traffic Generation Diagram for what is required.

13. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.4.2: Record Plan Submittal Requirements, adjacent existing features are required to be shown in accordance with Figure 3.4.2-b.

14. It will need to be noted on the Record Plan the type of off-site improvements and when the off-site improvements are warranted for this project.

15. Referring to the "*Development Coordination Manual*", Chapter 2 – Traffic Analysis and Improvements, it will need to be determined if a revised Traffic Impact Study (T.I.S.), Area-Wide Study Fee or a Traffic Operational Analysis (T.O.A.) will be required.

16. As per the Delaware State Strategies for Policy and Spending Map, this project is located within Investment Level I or II. Referring to the Departments Shared-Use Path/Sidewalk Policy a project an all Level I and Level II areas are required to install a path/sidewalk along the property frontage. If a physical impossibility exists, then a fee in lieu of construction shall be paid.

a. Projects in all Level area that generate 2,000-trips or greater are required to install a path/sidewalk along the property frontage.

17. Referring to the "*Development Coordination Manual*" under Chapter 5; Design Elements, Section 5.2.5 – Subdivision and Commercial Entrance Design Guidelines – Intersection Corner Radii, a separate turning template plan shall be provided to verify vehicles can safely enter/exit the entrance. The entrance shall be designed for the largest vehicle using the entrance.

18. Please check to determine if any utilities will need to be relocated as part of this project.

19. Standard General Notes have been updated and posted to the DelDOT Website. Please begin using the new versions and look for the revision date of May 21, 2019. The notes can be found at the following website under the *Guidance* tab;

    http://www.deldot.gov/Business/subdivisions/index.shtml

20. All PLUS/TAC comments shall be addressed prior to submitting the plans for review.

21. Referring to the "*Development Coordination Manual*", Chapter 6 – Construction Administration, Section 6.4.3: Commercial Entrances – Inspection and Acceptance, Figure 6.4.3-a: Construction Inspection Responsibilities, determine if the project is a Level 1 or Level 2 project and if an inspection agreement will be required.

22. The Auxiliary Lane Spreadsheet has been posted to the DelDOT website. Use this spreadsheet to determine if auxiliary lanes are warranted. The Auxiliary Lane Spreadsheet can be found at the following website under the *Forms* tab;

    http://www.deldot.gov/Business/subdivisions/index.shtml

23. Referring to the "*Development Coordination Manual*" under Chapter 5; Design Elements, Section 5.4 – Sight Distance, a sight distance triangle is required. A spreadsheet has been developed to assist with this task and can be found on the following website under the *Forms* tab;

    http://www.deldot.gov/Business/subdivisions/index.shtml

24. Please refer to the "*Development Coordination Manual*" Chapter 3; Record Plan Design, Section 3.4.1 Commercial or Major Residential Subdivisions – Record Plan Application Process, concerning if a pre-submittal meeting is required.

25. Effective August 1, 2015, all new and resubmittals shall be uploaded via the PDCA with any fees paid online via credit card or electronic check (ACH). The design firm making the submittal must create the project in the PDCA and upload all the required items to allow DelDOT to start the review process. Our website offers more detailed information,

including links to guidance about creating PDCA submittals. This information can be found at the following website under the PDCA section;

http://www.deldot.gov/Business/subdivisions/index.shtml

26. Referring to the "*Development Coordination Manual"*, Chapter 3 – Record Plan Design, Section 3.4.2: Record Plan Submittal Requirements, an Initial Stage review fee shall be assessed to this project.

27. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.4: Commercial or Major Residential Subdivisions, a record plan shall be prepared prior to issuing "Letter of No Objection". The Record plan submittal shall include the items listed on the Critical Items for Acceptance: Record Plan document that can be found at the following website under the *Guidance* tab;

    https://www.deldot.gov/Business/subdivisions/index.shtml

28. Referring to the "*Development Coordination Manual*", Chapter 4 – Construction Plans, Section 4.3: Subdivision Construction Plan Submittal Requirements, the Construction Stage review fee shall be assessed to this project.

29. Referring to the "*Development Coordination Manual*", Chapter 4 – Construction Plans, a subdivision/entrance plan shall be prepared prior to issuing subdivision/entrance approval. The Entrance/Construction/Subdivision plan submittal shall include the items listed on the Critical Items for Acceptance: Entrance/Construction/Subdivision Set Plans document that can be found at the following website under the *Guidance* tab;

    https://www.deldot.gov/Business/subdivisions/index.shtml

City of Milford, Delaware
Development Advisory Committee

Comment Sheet

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DATE OF REVIEW: October 9, 2019

REVIEWING AGENCY: **Delaware State Fire Marshal's Office, Sussex Office**

INDIVIDUAL REVIEWERS: **Duane T. Fox, CFPS, CFPE, CFI, Asst. Chief Technical Services**
Dennett E. Pridgeon, CFPS, CFPE, CFI, Sr. Fire Protection Specialist
Jefferson L. Cerri, CFI, Sr. Fire Protection Specialist
Joseph Moran, CFI, Sr. Fire Protection Specialist
Desiree B. McCall, CFI, Sr. Fire Protection Specialist

AGENCY PHONE NUMBERS: **302-856-5298, Fax: 302-856-5800**

RE: MILFORD PONDS PHASE II (19-033)

The reasons and conditions applied to this project and their sources are itemized below:

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At the time of formal submittal, the applicant shall provide; completed application, fee, and three sets of plans depicting the following in accordance with the Delaware State Fire Prevention Regulation (DSFPR):

a. **Fire Protection Water Requirements**:
   - Where a water distribution system is proposed for single-family dwellings it shall be capable of delivering at least 500 gpm for 1-hour duration, at 20-psi residual pressure. Fire hydrants with 1000 feet spacing on centers are required. (One & Two- Family Dwelling)
   - Where a water distribution system is proposed for the site, the infrastructure for fire protection water shall be provided, including the size of water mains for fire hydrants and sprinkler systems.

b. **Fire Protection Features:**
   -

c. **Accessibility**
   - All premises, which the fire department may be called upon to protect in case of fire, and which are not readily accessible from public roads, shall be provided with suitable gates and access roads, and fire lanes so that all buildings on the premises are accessible to fire apparatus. This means that the access road to the subdivision from S duPont Blvd and S Walnut St must be constructed so fire department apparatus may negotiate it.

- Fire department access shall be provided in such a manner so that fire apparatus will be able to locate within 100 ft. of the front door.
- Any dead end road more than 300 feet in length shall be provided with a turn-around or cul-de-sac arranged such that fire apparatus will be able to turn around by making not more than one backing maneuver. The minimum paved radius of the cul-de-sac shall be 38 feet. The dimensions of the cul-de-sac or turn-around shall be shown on the final plans. Also, please be advised that parking is prohibited in the cul-de-sac or turn around.
- The use of speed bumps or other methods of traffic speed reduction must be in accordance with Department of Transportation requirements.
- The local Fire Chief, prior to any submission to our Agency, shall approve in writing the use of gates that limit fire department access into and out of the development or property.

d. **Gas Piping and System Information:**
   - Provide type of fuel proposed, and show locations of bulk containers on plan.

e. **Required Notes**:
   - Provide a note on the final plans submitted for review to read " All fire lanes, fire hydrants, and fire department connections shall be marked in accordance with the Delaware State Fire Prevention Regulations"
   - Proposed Use
   - Alpha or Numerical Labels for each building/unit for sites with multiple buildings/units
   - Square footage of each structure (Total of all Floors)
   - National Fire Protection Association (NFPA) Construction Type
   - Maximum Height of Buildings (including number of stories)
   - Note indicating if building is to be sprinklered
   - Name of Water Provider
   - Letter from Water Provider approving the system layout
   - Provide Lock Box Note (as detailed in DSFPR) if Building is to be sprinklered
   - Provide Road Names, even for County Roads

Preliminary meetings with fire protection specialists are encouraged prior to formal submittal. Please call for appointment. Applications and brochures can be downloaded from our website: www.statefiremarshal.delaware.gov, technical services link, plan review, applications or brochures.

THIS DOCUMENT IS INFORMATIONAL ONLY, AND DOES NOT CONSTITUTE ANY TYPE OF APPROVAL FROM THE DELAWARE STATE FIRE MARSHAL'S OFFICE

§ 200-1. - Purpose.

These regulations are adopted in order to promote and protect the public health, safety, convenience and general welfare; ensure the orderly growth and development of the City, the conservation, protection and proper use of land and adequate provision for housing, recreation, circulation, utilities and services; and safeguard the City from undue future expenditure for the maintenance of streets and public spaces.

§ 200-2. - Title.

These regulations shall be known and may be cited as the "City of Milford, Delaware, Land Subdivision Regulations."

§ 200-3. - Definitions.

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

OPEN SPACE — Areas of land within residential subdivisions or developments including planned unit developments that are available to all residents and or the public and which have the purpose to provide active and/or passive recreational opportunities, maintain land in a predominantly undeveloped and natural state including lands used for:

(1) Community gardens;

(2) Promotion of conservation and protection of wildlife;

(3) Perpetual conservation easements;

(4) Parks, plazas, walkways, sidewalks and trails;

(5) Buffers or forested areas; or

(6) For recreational uses as defined herein.

Open space shall not include areas of land for the following unless otherwise approved by Council:

(1) Wetlands or stormwater management facilities;

(2) Drainage easements;

(3) Flagpole areas;

(4) Medians (unless designed as a park);

(5) Signage areas;

(6) Landscaping in parking areas;

(7) Predominantly impervious surfaces such as streets and parking lots;

(8) Required front, side, or rear yards;

(9) Any land included within designated lot lines; or

(10) Utility facilities for uses such as sewer, water, gas or electric.

RECREATIONAL USE — Areas of land within residential subdivisions or developments including planned unit developments which have the purpose to provide active recreational opportunities that are available to all residents of the community and/or the public including lands used for:

(1) Indoor club houses;

(2) Swimming pools and pool houses;

(3) Tennis courts;

(4) Basketball courts;

(5) Athletic fields;

(6) Picnic areas with tables;

(7) Ponds for recreational use (boat, fishing or swimming);

(8) Playgrounds; and

(9) Bike or multi-model trails.

ROADWAY — The paved portion of the street primarily used for vehicular traffic.

A. ARTERIAL STREET and HIGHWAY — A street primarily used for fast and/or heavy traffic.

B. COLLECTOR STREET — A street carrying traffic from minor streets to arterial streets and highways, including the principal traffic and entrance streets of a residential development.

C. MINOR STREET — A street primarily used for access to the abutting properties.

D. MARGINAL ACCESS STREET — A minor street paralleling and adjacent to an arterial street or highway and providing access to abutting properties and protection from through traffic.

E. DEAD-END STREET or CUL-DE-SAC — A street closed at one end and having only one connection with any other street.

F. HALF STREET — A street paralleling the boundary of a subdivision and lying partly in an abutting tract.

§ 200-4. - Application procedure.

A. Preliminary approval.

(1) A preliminary plan and documents, as specified by the Planning Department, shall be prepared by the subdivider and submitted in accordance with the submission schedule as determined by the City Planner, along with the appropriate fees, as specified in § 230-57.

(2) The Development Advisory Committee (DAC) shall review the application and plan. Comments from the DAC must be addressed via either submitting revised plans and/or necessary documents or via a narrative submitted to the City Planner. Upon confirmation by the City Planner that all DAC issues have been addressed satisfactorily, the application will then be scheduled to be heard by the Planning Commission.

(3) The Planning Commission shall review the application and provide either a recommendation of preliminary approval with or without conditions, a recommendation of denial, or table the application. Upon a recommendation of approval with or without conditions or recommendation of denial, the application shall be scheduled to be heard by the City Council.

(4) City Council shall grant preliminarily approval of the application with or without conditions, deny the application, or table the application.

(5) Preliminary approval from City Council shall be void after one year, unless an extension is requested by the owner and approved by City Council prior to the expiration.

B. Final approval.

(1) A final plat and documents, as specified by the Planning Department, shall be prepared by the subdivider and submitted in accordance with the submission schedule as determined by City Planner, along with the appropriate fees, as specified in § 230-57.

(2) The Development Advisory Committee shall review the application and plan. Comments from the DAC must be addressed via either submitting revised plans and/or necessary documents or via a narrative submitted to the City Planner. The final plan shall also be reviewed by the City Planner for confirmation that the application is designed in accordance with all subdivision,

zoning and other land use regulations of the City. The final plan shall also be reviewed by the City Engineer for confirmation that the application is designed in accordance with the construction standards and specifications of the City. Upon confirmation by the City Planner and City Engineer that all issues have been addressed satisfactorily, the application will be scheduled to be heard by the Planning Commission.

(3) The Planning Commission shall review the application and provide either a recommendation of final approval with or without conditions, a recommendation of denial, or table the application. Upon a recommendation of approval with or without conditions, or recommendation of denial, the application shall be scheduled to be heard by City Council.

(4) City Council shall approve the application with or without conditions, deny the application, or table the application.

(5) Within 90 days of final approval from City Council, the subdivider shall record the plat at the County Recorder of Deeds office and provide the City Planner a receipt of the recordation including the deed book and page number. Prior to recording the plat, five copies of the plat must be submitted to the City Planner for stamping and signing. Four sets will be returned to the subdivider.

(6) Upon recordation of the plat, the subdivider shall provide the Land Data Manager of the City a mylar copy of the plat including the deed book and page printed thereon.

(7) Failure to record the approved plat within one year from the date of City Council approval shall void the final approval. In order to obtain final approval after it has been voided, the subdivider must make application for final approval again.

(8) Failure to record the approved plat in more than one year from the date of City Council approval shall void the preliminary approval and final approval. In order to obtain preliminary and final approval after they have been voided, the subdivider must make application for and receive preliminary approval, then make application for and receive final approval.

§ 200-7. - Expiration of approved subdivision development plans.

A. The following regulations concerning expiration of recorded and approved plans are applicable to major subdivisions and minor subdivisions.

B. Construction of improvements shown on recorded subdivision plans shall commence within five years of the original recordation date and continue progressing toward completion.

C. The Department shall notify by certified mail, return receipt requested, applicants and landowners of properties involving approved plans where construction has not commenced one year prior to the expiration date and again six months prior to the expiration date that they are subject to the expiration provisions and identify their options for possible reapproval.

D. For the purpose of this section, "commencement of construction" shall mean:

(1) That a building permit or such other permit or approval by City of Milford or an applicable state agency has been issued and construction commenced under such permit which is visible on an inspection of the property by a representative of City. Such construction must be intended to accomplish the installation of improvements under Section 200-6, General Requirements and Design Standards, but excludes general earthmoving activities, and such work must have been started with a good-faith intention and purpose then formed to continue the work until completion.

(2) That all financial obligations associated with a City approved public works utility agreement have been satisfied and the improvements pursuant to said agreement have been completed, provided that the construction described in Subsection D(1) above shall commence within 10 years from receipt by the City of the final monetary contribution required under said agreement.

E. Construction shall be deemed to be progressing toward completion so long as there is no cessation in construction activity longer than 12 consecutive months. The City shall inspect sites semiannually

to determine the progress of construction. If the City determines that construction activity has ceased for a period of 12 consecutive months or more, the staff shall notify the applicant and landowners by certified mail, return receipt requested, that construction shall recommence within 30 days or the subdivision shall be considered expired.

F. For subdivisions and land developments in which a certificate of occupancy has been issued for a dwelling, the subdivision shall no longer be subject to expiration.

G. The applicant and/or landowner shall bear the burden of providing evidence to the City establishing that construction has commenced within the five-year period and is progressing toward completion.

H. Applicants and/or landowners who have been notified that their projects may be subject to expiration have the following courses of action available to them:

(1) The applicant has the opportunity to provide evidence to the City establishing that construction has commenced;

(2) The applicant may apply to the City for reapproval of the project for an additional five-year period in accordance with the following procedures:

(a) The City shall review the original (i.e, initial) recorded and/or approved plan for consistency with all current provisions of this chapter, Chapter 230 Zoning, and the Comprehensive Plan. Such review may involve coordination with and review by applicable Development Advisory Committee (DAC) agencies. Based upon that review, the Planning Director will determine if the original recorded plan meets current standards, or if the original recorded plan requires minor revisions in order to comply with current standards, or if the original recorded plan must be resubmitted as a new application subject to all appropriate review procedures, regulations, and fees.

(b) In the event that the Planning Director determines that the original recorded plan is consistent with current policies and regulations, he/she shall reapprove the plan and provide written notice to the owner of reapproval. Such approval shall allow the issuance of building permits in accordance with all conditions of approval. The owner shall then have five years from the date of such notice of reapproval to obtain building permits and commence construction.

(c) Should the Planning Director determine that the plan requires minor revisions in order to comply with current policies and regulations, such notice shall be provided in writing and the applicant shall make such adjustments for administrative approval. Once the required minor revisions are completed, the plan may be reapproved administratively by the City Planning Department allowing the issuance of building permits subject to the provisions of the original record subdivision plan and/or any recorded resubdivision plans. The owner shall then have five years from the date of such notice of reapproval to obtain building permits and commence construction.

(d) Should the Planning Director determine that the plan would involve considerable revision to an extent that would change the scope of the project, the plan must be resubmitted for review by the Planning Commission and City Council for compliance with current policies and regulations. The City shall provide written notice to the owner of the specific areas of noncompliance. The landowner shall have the opportunity to make the necessary modifications to the plan and apply to the City as a new application in accordance with this chapter. Should new plans compliant with all current Code provisions be submitted, they must receive approval from the Planning Department, City Engineer, Planning Commission, and/or City Council, as applicable. Once reapproved, subdivision plans shall be recorded and shall have the effect of superseding the original record major subdivision plan. The owner/applicant shall then have five years from the date of reapproval to obtain building permits, commence construction, and progress toward completion.

(3) All of the above-referenced reviews, determinations, and reapprovals must be completed prior to the expiration of the five-year period.

I. Minor plan revisions, as described in Section 200-8, subsection E and F, that do not achieve full compliance with all current subdivision and land development provisions shall not reset the five-year time frame for commencement of construction and shall remain subject to expiration.

J. Should the five years lapse without the owner pursuing any of the options described in Subsections H(2)(a) through (d) above, the plan shall be considered expired. Expired subdivision plans shall be deleted from the City and County property records by deleting individual subdivision lots from the official City and County Tax Map and by eliminating the undeveloped parcels from the assessment records.

§ 200-8. - General requirements and design standards.

The following shall be deemed to be minimum requirements and may be varied or waived by the Commission only under circumstances set forth in § 200-6:

A. Streets.

(1) The layout, character, extent, width, grade and location of proposed streets shall be established with due regard to:

(a) Public convenience and safety.

(b) Proposed uses of the land to be served by said streets.

(c) Proper relation and connection with and continuation and projection of streets in the adjacent areas, whether these streets are existing or proposed in another subdivision in a neighborhood plan, in the development plan or in the Official Map, as approved or adopted by the Commission.

(d) Topography and other land features.

(2) The layout of proposed streets shall furthermore be arranged in a manner acceptable to the Commission and City Council.

(3) Minor streets shall be laid out so as to discourage their use by through traffic.

(4) Where a subdivision abuts or contains an existing or proposed arterial street, limited-access highway or railroad, the City Council may require marginal access or service streets, reverse frontage with screen planting contained in a nonaccess reservation along the rear property line and deep lots with rear service alleys or other treatment, such as parks, which may be necessary for the protection of residential properties and for separation of through and local traffic, with due regard for the requirements of future approach grades and grade separations.

(5) Where a tract of land is subdivided into lots substantially larger than the minimum size required in the zoning district in which a subdivision is located, the Commission may require that streets and lots be laid out so as to permit future resubdivision in accordance with the requirements of this chapter.

(6) Reserve strips controlling access to streets shall be prohibited except where the control and disposal of land comprising such strips has been placed in the governing body under conditions approved by the City Council such as provided in Subsection A(4) above.

(7) Certain proposed streets may be required to be extended to the boundary line of the subdivision to provide access to tracts which may be subdivided in the future. Wherever necessary, when a street is carried to the boundary line of the subdivision, the City Council may require a temporary turnaround improved to the satisfaction of the City Engineer and of the size specified in Subsection A(16) below at the stub end.

(8) The creation of dead-end or loop streets and superblocks will be encouraged wherever the City Council finds that such layout will not interfere with traffic convenience and safety. The City Council shall determine the number of connections of streets in the proposed subdivision with

existing streets. At least two such connections shall be provided, except where a proposed subdivision only contains one dead-end street.

(9) Street jogs shall be prohibited. Street intersections, where center lines do not meet, shall have center-line offsets of 150 feet or more.

(10) A tangent at least 100 feet long shall be introduced between reverse curves on arterial and collector streets and may be required on all other streets.

(11) Street right-of-way lines deflecting from each other at any point shall be connected with a curve, the radius of which for the inner right-of-way lines shall not be less than 750 feet on arterial streets, 300 feet on collector streets and 100 feet on minor streets. The outer right-of-way line shall be parallel to said inner right-of-way line.

(12) Streets shall be laid out so as to intersect as nearly as possible at right angles. The inner right-of-way line of a street intersecting another street at an angle of less than 90° shall be tangent to and follow a curve with a minimum radius of 150 feet centered on the nearest right-of-way line of the intersecting street. The outer right-of-way line shall be parallel to said inner right-of-way line.

(13) Street right-of-way lines at intersections shall be connected with a curve, the radius of which shall be 25 feet.

(14) Right-of-way widths.

(a) Street right-of-way widths shall be as shown on the Official Map or development plan, and, if not shown thereon, said widths for the various street types between face of curb or edge of road shall not be less than as follows:

Street Type (feet)	Right-of-Way Roadway (feet)	
Arterial	80 to 110	As required by DelDOT
Collector	60	28
Minor, for townhouses and apartments	60	30
Minor, for other residences	50	25
Dead-end	50	22
Marginal access	30	16
*Alley	20	12

Note:
* If utilities are present in an alley, the City reserves the right to modify the minimum right-of-way and roadway widths.

(b) Subdivisions utilizing open swale drainage shall have a ten-foot drainage easement along the front of each property to accommodate the back slope of the drainage swales.

(15) Half streets shall be prohibited except where essential to the reasonable development of a subdivision in conformity with the requirements of this chapter and where the Commission finds that it shall be practicable to require the dedication of the other half when the abutting property is subdivided. Wherever an approved half street shall be adjacent to a subdivision, the other half of the street shall be platted within said subdivision.

(16) Dead-end streets, designed to be so permanently, shall not be longer than 400 feet and shall be provided at the closed end with a turnaround having an outside roadway diameter of 76 feet and a street right-of-way diameter of 100 feet.

(17) Street names.

(a) Street names shall be selected so as not to duplicate or be confused with the names of existing streets. Street names shall be subject to the approval of the Commission. It is recommended that all new streets shall be named in the following manner:

General direction	Long	Short (under 1,000 feet)
North and south	Streets	Places
East and west	Avenues	Courts
Diagonal	Roads	Ways
Curving	Drives	Lanes or Circles

(b) Arterial streets shall be named "boulevards."

(18) Street grades shall not exceed 5%.

(19) Street grades shall be not less than 0.5% wherever feasible.

(20) Changes in street grades shall be connected by vertical curves of suitable length.

(21) The width of streets adjacent to areas designed, proposed or zoned for nonresidential use shall be increased by such amount as may be deemed necessary by the Commission to assure the free flow of through traffic without interference by parked or parking cars and to provide adequate and safe parking space.

(22) All required roads shall be constructed in accordance with the standard specifications as issued by the City Engineer.

B. Sidewalks and curbs.

(1) Sidewalks shall be required in all subdivisions on both sides of the street. Sidewalks shall have the following widths:

(a) In residential subdivisions: four feet unless otherwise specified.

(b) In commercial and industrial subdivisions: from the curb to property lines unless otherwise specified.

(2) Curbs or drainage swales conveying stormwater shall be required in all subdivisions.

(3) All required sidewalks shall be constructed in accordance with standard specifications as issued by the City Engineer.

C. Easements. Where a subdivision is traversed by a watercourse, drainageway, channel, pipe or stream, there shall be provided a stormwater easement or drainage right-of-way of such width as will be adequate for the purpose, in accordance with requirements specified by the City Engineer. Parallel streets or parkways may be required in relation thereto.

D. Blocks.

(1) The lengths, widths and shapes of blocks shall be determined with due regard to:

(a) The provision of building sites suitable to the needs of the type of use contemplated.

(b) Zoning requirements as to lot sizes and dimensions.

(c) The control, safety and convenience of pedestrian and vehicular traffic.

(d) The characteristics of topography.

(2) Block length shall not exceed 1,200 feet.

(3) Block widths shall be not less than 275 feet nor more than 450 feet and shall be planned to provide two rows of lots.

(4) Pedestrian walkways other than in streets may be required where deemed essential to provide for circulation or access to schools, playgrounds, shopping centers, transportation and other community facilities. Said walkways shall be not less than four feet wide.

(5) Alleys shall be provided if required by the City Engineer.

E. Lots.

(1) Lot width, depth, shape and orientation and the building setback lines shall be appropriate for the location of the subdivision, for the type of development and for the use contemplated.

(2) Lot sizes shall conform to the requirements of Chapter 230, Zoning.

(3) Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to comply with the off-street parking and loading requirements contained in Chapter 230, Zoning.

(4) Corner lots shall have sufficient width to provide an adequate building site within all the yard requirements. Corner lots shall have two front yard setbacks fronting each street, one side yard setback, and one rear yard setback.

(5) All lots in a subdivision shall have frontage on a public street.

(6) Double-frontage lots shall be avoided. Reverse-frontage lots shall be provided where necessary for protection of residential properties from through traffic and adverse nonresidential uses, for separation of through and local traffic and to overcome difficulties of topography or other specific conditions. Screen planting and a fence or wall shall be provided along the rear property line within an easement 10 feet or more in width, across which there shall be no right of access.

(7) Side lot lines shall be at right angles or radial to street lines.

(8) No lots shall be platted on land subject to flooding for residential or any other use where danger to life or property or an aggravation of flood hazard may result. Such land should be set aside for uses which would not be endangered by periodic or occasional inundations.

(9) No lots shall be platted within 25 feet of land under the jurisdiction of the U.S. Army Corps of Engineers.

F. Parks, playgrounds, open spaces, school sites and natural features.

(1) Parks and playgrounds. Where a proposed park or playground is located in whole or in part in a subdivision, the Commission may require the dedication or reservation of such area within the subdivision, in those cases in which the Commission deems such requirements to be reasonable.

(2) Open spaces. Where deemed essential by the Commission and City Planner, upon consideration of the particular type of development proposed in the subdivision, and especially in large-scale developments, the Commission or City Planner may require the dedication or reservation of sites of a character, extent and location suitable to the needs created by such development for playgrounds or parks. The Commission shall not require that more than 10% of the gross area of the open space of the subdivision to be so dedicated or reserved unless otherwise specified by the Zoning Code. [2] In case of a conflict, the requirement of the Zoning Code prevails. The Commission shall give due credit for the provision of open spaces reserved for the common use of all property owners within the proposed subdivision by covenants in the deeds. Generally, the minimum area of contiguous open space acceptable for dedication for public use shall be at least three acres and preferably five acres. Open spaces with a lesser area may be approved by the Commission whenever it deems that the difference between the area offered and three acres may be made up in connection with the future subdivision of adjacent land or added to an existing recreation area.

(3) School sites or sites for other public uses. The Commission may also require a subdivider to set aside such area as it may deem to be required for a school or other public use. Upon failure of the proper authorities to purchase such site within one year after the date of the approval of the plat, the subdivider, upon application to the Commission and approval of such application, shall be relieved of the responsibility of reserving such land for public purposes.

(4) Preservation of natural features. The Commission may require the preservation of all natural features which add value to residential developments and to the community, such as large trees or groves, watercourses and historic spots and similar irreplaceable assets. In no case shall a tree over 12 inches in diameter measured three feet from the base be removed without prior approval by the City Arborist.

G. General grading. No final slope on the property shall exceed the normal angle of repose of the soil of said slope as determined by the City Engineer, except where said slope consists of a natural rock formation or is supported by a retaining wall or equivalent of a design acceptable to the City Engineer.

H. Improvements.

(1) In major subdivisions the following improvements are required:

(a) Paved streets.

(b) Street signs.

(c) Curbs and gutters, or roadside swales. Curbs shall be required as per standard specifications to stabilize intersections, entrances, and parking areas, and where they are necessary for the conveyance of stormwater and protecting road surfaces and driveway surfaces from vehicular traffic.

(d) Sidewalks.

(e) Streetlighting.

(f) Shade trees. Shade trees 150 feet on center each side of the road shall be located so as not to interfere with utilities or sidewalks and shall be of the types recommended by the City Arborist.

(g) Topsoil protection. No topsoil shall be removed from the site or used as spoil. Topsoil moved during the course of construction shall be redistributed so as to provide at least six inches of cover to all areas of the subdivision and shall be stabilized by seeding or planting.

(h) Monuments. Monuments shall be of the type, size and shape required by the City Engineer.

(i) Water mains, culverts, storm sewers and sanitary sewers.

[1] All water installations shall be looped; all sewer and storm sewer systems shall be extended at minimum slope, maximum depth, and connected with an approved method and shall be adequate to handle all present and probable future development.

[2] All of the above-listed improvements shall be subject to inspection and approval by the City Engineer, who shall be notified by the subdivider at least 24 hours prior to the start of construction. No underground installation shall be covered until inspected and approved.

[3] Utility easements shall be required to be granted and recorded by the subdivider to allow extension of utilities to neighboring properties.

(j) Swales. Conveyance of stormwater is permitted by open drainage systems where appropriate for environmental and engineering integrity and design. Such systems shall be separated from the edge of road to the top of bank by a minimum five-foot shoulder. The depth of such systems shall not exceed two feet below crown of road. The side slope shall be a maximum of 4:1. The bottom of the system shall have a minimum width of two feet. The system slope shall be such that the maximum velocity does not exceed two feet per second. The system has to be designed in such a way as to incorporate driveway and crossroad drainage pipes; such systems shall be restored with topsoil and sod. Temporary check dams shall be placed in intervals not to exceed 300 feet.

(k) Headwalls. Storm drainage pipes which are part of an open swale drainage system shall be terminated with a headwall in accordance with standard specifications.

(2) The developer shall complete all utilities and street improvements not specifically waived by the Commission in accordance with standard specifications as issued by the City Engineer and with any additional requirements specified by the Commission. Construction drawings shall be submitted in a form satisfactory to the City Engineer.

(3) When the Commission or the City Engineer, due to planning considerations extraneous to the subdivision, requires a standard of improvements higher than that which is sufficient to serve the subdivision, the amount of the bond to be posted shall be deemed to be satisfactory if it adequately covers the cost of improvements which would be normally required.

(4) The developer shall pay the review and inspection fees as set forth in Chapter 230, Zoning, § 230-57, Planning, Zoning and Engineering Fees. The cost for each segment or phase of the development shall be paid prior to commencement of utility construction.

§ 230-9. - R-1 Single-Family Residential District.

In an R-1 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The intent of the R-1 Residential District is to preserve the spacious residential atmosphere and quality of living of existing low-density residential development, to provide for the orderly and appropriate development of new low-density housing and to allow related uses that would not be detrimental to the residential character of the district.

B. Permitted uses. Permitted uses for the R-1 District shall be as follows:

(1) A single-family detached residential dwelling.

(2) Farming, agricultural activities and roadside stands for the sale of farm and nursery products produced on the property where offered for sale.

(3) Municipal and public services and facilities, including City Hall, water storage towers, water reservoirs, water pumping stations, water treatment plants, sewage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, public transportation bus or transit stops, police and fire stations and substations for electric, gas and telephone facilities.

(4) Parks, playgrounds, athletic fields, recreation buildings, swimming pools and community centers operated on a noncommercial basis for recreation purposes.

(5) Customary accessory uses, such as private garages, swimming pools and storage sheds, subject to the following special requirements:

(a) The primary residence must exist or be under construction.

(b) Private residential garages shall not exceed 750 square feet.

(c) Residential storage sheds or related outbuildings shall not exceed 150 square feet.

(6) Home occupational/office (subject to the following special requirements):

(a) All employees are to be of the immediate family.

(b) The appearance of the dwelling shall not be inconsistent with the primary use of the structure.

(c) The area used for the home occupation shall not exceed 30% of the total floor area of the dwelling, unless, as in the case of family day care, the state has final jurisdiction of the area requirements.

(d) No storage of products or associated materials is allowed in accessory structures/buildings, and no products are to be stored where they are outwardly visible to the public view.

(e) Family day care shall involve a maximum of six full-time and two after-school children, as specified by state regulations.

(f) The occupation will not cause excessive vehicular traffic or noise.

(g) The occupation will not involve animal boarding and/or care.

C. Conditional uses subject to special regulations. The following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions in Article IX of this chapter:

(1) Churches and other places of worship and cemeteries.

(2) Public and private elementary, junior or senior high schools.

(3) Day-care centers.

(4) Conversion of a one-family dwelling into multiple dwelling units, if such dwelling is structurally sound but too large to be in demand for one-family use and if that conversion would not impair the character of the neighborhood, subject to conformance with the following requirements:

(a) There shall be a lot area of at least 2,000 square feet for each unit to be accommodated.

(b) There shall be a gross leasable floor area, computed as the sum of those areas enclosed by the outside faces of all exterior walls surrounding each story used for the residence, exclusive of any area for any accessory private garage, of at least 500 square feet per family to be accommodated.

(c) No dwelling shall be converted unless it complies with Chapter 145, Housing Standards, and Chapter 88, Building Construction, of this code.

(d) No addition shall extend within the front yard, side yards or rear yard required for the district within which it is located.

(e) Fire escapes and outside stairways leading to a second or higher story shall, where practicable, be located on the rear of the building and shall not be located on any building wall facing a street.

(f) Two off-street parking spaces shall be provided for each additional dwelling unit created.

(5) Professional occupation restricted to the owner/occupant, subject to conformance with the following requirements:

(a) There shall be three off-street parking spaces in addition to those otherwise required.

(b) No more than two persons shall be employed by the practitioner of the professional occupation to provide secretarial, clerical, technical or similar assistance.

(c) No storage of materials or products outside the dwelling shall be permitted unless completely housed.

(d) The area used for the practice of a professional occupation shall occupy no more than 50% of the total floor area, including garages or other accessory buildings.

(e) The professional use shall be clearly incidental to the residential use of the dwelling and shall not change the essential residential character of the dwelling.

(f) No external alterations inconsistent with the primary residential use of the dwelling shall be allowed.

(g) No display of products shall be visible from outside the building.

(6) Customary home occupation or a studio for artists, designers, photographers, musicians, sculptors and other similar persons, subject to conformance with the following requirements:

(a) The area used for the practice of the home occupation or studio shall occupy no more than 50% of the total floor area of the dwelling unit in which it is located.

(b) No storage of materials or products outside the dwelling shall be permitted unless completely housed.

(c) The home occupation or studio shall be clearly incidental to the residential use of the dwelling and shall not change the essential residential character of the dwelling.

(d) No external alterations inconsistent with the primary residential use of the dwelling shall be allowed.

(e) No display of products shall be visible from outside the building.

(f) A maximum of two employees shall be permitted in the operation of the home occupation or studio.

(7) Social club or fraternal, social service, union or civic organization.

(8) Cultural facilities, including a library, museum or art gallery.

(9) Country club, regulation golf course, including customary accessory uses, provided that all buildings have a minimum setback of 120 feet from all street and property lines.

(10) Planned unit residential development.

(11) Planned Residential Neighborhood Development.

(a) Planned Residential Neighborhood Development. In order to encourage superior residential environments through a unified planning process, the Planned Residential

Neighborhood Development shall be permitted in the R-1 Single Family Residential District Zone as a conditional use subject to the provisions of this chapter and after a determination by the Planning Commission that the proposed planned neighborhood design presents a community design that would not be possible under the conventional zone and is in accordance with the goals and policies of the Comprehensive Plan. The minimum size required for a Planned Residential Neighborhood Development (PRND) shall be 10 acres.

(b) Review process. The planned neighborhood design option shall involve a three-step review and approval process. In the first step, the developer shall meet with the City Council and present a general sketch plan and a statement documenting the project's compliance with the goals of the Comprehensive Plan for review. The general sketch plan shall reflect the general layout of streets, open space, and housing areas and types. The City Council shall determine whether the proposed project is of such a design and type that it warrants further review by the Planning Commission. If the City Council determines that further review is warranted, the second step shall be the conditional use review process which involves the submission of a conceptual plan which conforms in content to the design standards and requirements specified in this section, as well as the plan submission requirements of this chapter and Subdivision Ordinance. If the conditional use/conceptual subdivision plan is approved, the plan would proceed to the third step which involves the submission of a site development plan and preliminary/final subdivision plans for review and approval by the Planning Commission and City Council.

(c) Maximum density. The gross residential density in a Planned Residential Neighborhood Development shall not exceed four dwelling units per acre, however the density could be increased to eight dwelling units per acre, provided the development provides the amenities listed under the density bonus section. In no case shall the development exceed eight dwellings units per gross acre.

(d) Design standards. The design standards and dimensional requirements (bulk and parking regulations) shall be in accordance with this chapter.

[1] Lot coverage. Based on the following type of residential construction, the following is the maximum lot coverage:

[a] Single-family detached dwelling: 35%.

[b] Single-family semidetached dwelling: 35%.

[c] Single-family attached dwelling: 40%.

[d] Garden apartments/condominiums: 30%.

[2] Minimum setback areas. New buildings shall observe a twenty-five-foot minimum front yard, ten-foot minimum side yards, and a twenty-five-foot minimum rear yard.

[3] Height of buildings. The height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

[4] Off-street parking. Off-street parking shall be provided for residents, visitors and employees of the facility. The applicant shall demonstrate to the satisfaction of the Planning Commission that, based on total potential occupancy load (resident, visitor and employee), a sufficient number of off-street parking spaces will be provided.

(e) Design requirements.

[1] Common open space.

[a] The area set aside and preserved for open space shall aggregate no less than 25 percent of the total site area. Common open space shall be provided in the PRND proposals. The common open space shall not include any wetlands, floodways or similar area not suitable for building as determined by the Planning

Commission and City Council. Significant natural features shall be incorporated into common open space whenever possible.

[b] The common open space shall be designed as a contiguous area if possible, and shall be interspersed with residential areas so as to provide pedestrian access and visual amenity. The common open space shall be designed and maintained by the property owner/s or an HOA. Recreational areas shall be constructed and may be located within the 25% of open space set aside.

[2] Planned neighborhoods. The area set aside and preserved for open space shall aggregate no less than 25% of the total site area.

[3] Buffers. Buffers shall be required to provide transition between planned residential development and adjacent properties/rights-of-way or changes in land use. Buffers should consist of earth berms and a planting area. No building shall be constructed less than 40 feet from the perimeter property line of the development. This buffer may consist of either common open space, earth berms, planting areas or private yards or a combination of both; however, no more than 30% of the required buffer area may be counted toward the minimum common open area requirement.

[4] Disruption of natural environment. The planned neighborhood design development shall be designed and scheduled so as to minimize earthmoving, erosion, tree clearance and other disruption of the natural environment. Existing vegetation shall be preserved wherever possible. Where extensive natural tree cover and vegetation do not exist or cannot be preserved on the site, landscaping shall be undertaken in order to enhance the appearance of the development and screen streets and parking areas, and enhance privacy of private dwellings. Natural drainage systems shall be preserved wherever possible.

[5] Privacy. Dwelling unit structures shall be located and arranged so as to promote privacy for residents within the development and maintain privacy for residents adjacent to the development. Recreational and nonresidential uses shall be located and designed so as not to interfere with nearby residential areas. All structures and activities located near the periphery of the site shall be designed so as to harmonize with neighboring areas.

(f) Density bonus.

[1] A density bonus may be granted if the developer furnishes improvements that significantly demonstrate to the Planning Commission that the improvements contribute to superior design and which exceed the standard requirements of the city ordinances in accordance with the following schedule:

[a] Open space. For each increase of 10% in common open space over the minimum requirement of 25%, a density bonus of 10% shall be granted.

[b] Housing types. Neighborhood design which integrates a variety of housing types to provide architectural diversity and which avoids monotony and segregation by dwelling type in order that single housing type does not dominate the planned neighborhood or section thereof shall be awarded a density bonus of 10%. The term "housing type" refers to each of the following dwelling types: single-family detached houses, semidetached and duplex houses, multiplexes, townhouses, and garden apartments.

[c] Public buildings. The construction and leasing of a public building, including a firehouse, or a library, or a branch library which is necessitated, either wholly or partially, by the development, may increase the permitted density by 10%, if approved by the City, the Planning Commission and the agency to which the building is to be leased.

[d] School sites. The donation of a school site may increase the permitted density by 25%, if approved by the City, the Planning Commission and the local school board.

[e] Recreation facilities. Where the developer provides recreation facilities in accordance with recommendations from the City, the Planning Commission, and the Parks and Recreation Department where the facilities are in excess of those required by City ordinances, a density bonus of 5% shall be given. Such facilities may include, but are not limited to walking trails, bike paths, tennis courts, and boating access areas.

[f] Community gardens. The reservation of additional common land for the establishment of community gardening space for the raising of flowers, fruits and vegetables shall be awarded a 5% of density bonus.

[g] Community day-care facilities. The construction of a building to house a day-care center for use primarily by residents of the community shall be awarded a density bonus of 10%.

[h] Community buildings. The construction of a community building to serve as a meeting hall for various community functions, including, but not limited to, civic meetings, recreational purposes, receptions and special events, shall be awarded a density bonus of 10%.

[i] Conservation easements. The establishment of a permanent easement for the purpose of conserving and protecting a woodland area, a wetland area, and/or a stream corridor from removal of existing natural vegetation, and/or encroachment by future development shall be awarded a density bonus of 5%.

[j] Parking lot landscaping. The construction of landscaping in and around parking lots/areas shall be awarded a density bonus of 2%.

[k] Low-level lighting. The construction of low level light within the development and in/around parking lots/areas shall be awarded a density bonus of 3%.

[l] School bus pull off/school bus shelter. The construction of school bus pull offs or school bus shelters within the development shall be awarded a density bonus of 5%.

[2] Note: City Council will have the final determination in determining the amount of the allowable density bonus.

(g) Conditional use plan approval.

[1] In addition to the minimum conditional use plan requirements listed in this chapter and the minimum conceptual subdivision plan requirements listed in the Land Subdivision Regulations, the following additional items shall be reflected on or shall accompany the conditional use plan:

[a] Architectural drawings illustrating exterior elevations of typical dwelling units and nonresidential structures to be constructed.

[b] Statements and illustrations of the materials to be used in construction and their compatibility with the City Building Code and other codes relating to construction.

[c] Total acreage of development, land uses in each area, total number of dwelling units, average gross residential density, average lot area and lot width by unit type, and gross residential density in each section.

[d] Building coverage lines accurately locating all types of dwelling units, and nonresidential structures, giving dimensions of the structures, distances between the structures, and distances to street rights-of-way and parking areas, with

distances accurate to the nearest hundredth of a foot, and total amount and percentage of impervious area.

[e] Accurate dimensions of common open space areas specifically indicating those areas to be developed for active recreation. Where common space areas are to be developed, the exact location of the structures in common open space will be illustrated.

[f] Locations and dimensions of parking areas and pedestrian walkways.

[2] Each application for a conditional use plan approval shall be accompanied by a fee of $700 (§ 230-57).

(h) Site development preliminary subdivision plan review.

[1] Application for site development plan approval shall be made to the Planning Commission in accordance with this chapter and the land subdivision regulations. Such application may be requested in stages. The following additional requirements shall be included for review along with the site development plan submission:

[a] A development phasing plan if proposed, which clearly defines the boundaries of each phase of the development and indicates the number of dwelling units to be constructed in each phase. Each phase shall be assigned a number which represents that phase's order in the construction sequence of the development.

[b] Architectural drawings illustrating exterior and interior designs of typical dwelling units of each type and nonresidential structures to be constructed.

[c] Statements and illustrations of the materials to be used in construction and their compatibility with the City Building Code and other codes relating to construction.

[d] All covenants running with the land governing the reservation and maintenance of dedicated or undedicated open space land. These shall bear the certificate of approval of the City Solicitor as to their legal sufficiency.

[e] Restrictions of all types which will run with the land and become covenants in this chapter or in the Land Subdivision Regulations.

[f] In the case of a planned neighborhood design which is proposed to be developed over a period of years in specific phases, the site development/preliminary subdivision plan requirements as listed in this section shall apply to the phase or phases for which approval is being sought. The site development plan for each phase must demonstrate compliance with minimum plan requirements and shall provide phase specific information regarding proposed development density and dwelling types, locations of common open space, sanitary sewer and water distribution systems, and street systems consistent with the approved conditional use conceptual plan developed for the entire neighborhood.

[2] Each application for a preliminary plan approval and final plan approval shall be accompanied by a fee of $1,000 plus $10 per dwelling unit (§ 230-57).

(i) Site requirements.

[1] All structures shall be so located as to provide proper access to the building for fire-fighting equipment, trash collection and deliveries.

[2] All off-street parking shall be provided at the rate of 2.5 spaces for every dwelling unit.

[3] Outdoor light fixtures shall be provided at locations that will assure the safe and convenient use of walks, steps, parking areas, driveways, streets and other facilities.

[4] Facilities for temporary trash/refuse storage shall be provided in such manner that is adequate for the dwelling units they support.

(j) Final subdivision plat approval.

[1] Final subdivision plat review and approval for planned neighborhood design projects involving subdivision of land shall follow the requirements pertaining to the review and recordation of final subdivision plats. In the case of projects for which a phasing plan has been approved, the final subdivision plat for each phase shall demonstrate compliance with minimum plan requirements and shall provide phase specific information regarding proposed development density and dwelling types, locations of common open space, sanitary sewer and water distribution systems, and street systems consistent with the approved conditional use conceptual plan developed for the entire neighborhood.

[2] Each application for a preliminary plan approval shall be accompanied by a fee of $1,000 plus $10 per dwelling unit (§ 230-57).

(12) Bed-and-breakfast, subject to the following requirements:

(a) The bed-and-breakfast establishment does not adversely affect the residential character of the neighborhood and such use is carried on in an existing residential structure.

(b) The building proposed for use as a bed-and-breakfast must have the owner of the bed-and-breakfast residing in the building as his/her principal residence.

(c) The serving of meals shall be limited to breakfast and afternoon tea for overnight guests and customers.

(d) Rooms used for sleeping shall be part of the primary residential structure and shall not have been specifically constructed for rental purposes.

(e) No exterior alterations other than a sign and those required by law to ensure the safety of the structure shall be made.

(f) The bed-and-breakfast operation shall not use more than 50% of the floor area of the principal residence. Common areas such as the kitchen, foyer, living room or dining room are not included in this calculation.

(g) No areas shall be floodlit. Drives and parking areas shall not be illuminated by lighting fixtures higher than 20 feet. Sidewalks shall not be illuminated by lighting fixtures higher than 15 feet. Exterior lighting shall be so shaded as to prevent illumination off-site. All external lighting, except for demonstrated security needs, shall be extinguished by 10:00 p.m.

(h) All bed-and-breakfasts must be in compliance with the requirements of the Uniform Building Code and Uniform Fire Code as adapted and enforced by the state fire marshal. Requirements include smoke detectors centrally located on each floor with sleeping rooms and the basement stairway. They must have battery backup and be connected or have a sounding device to provide an alarm which can be heard in all sleeping areas. Every sleeping room must provide at least 50 square feet of floor area per guest and have an operable window of 5.7 square feet or more of clear opening or exterior door for emergency escape or rescue. The maximum distance to a fire extinguisher rated 2A and having a BC rating is 75 feet.

(i) Safe food handling is the responsibility of the "host." He/She must properly train employees and other household members in safe food handling procedures and requirements and secure the proper state health permit if applicable.

(j) Parking requirements: one space per guestroom plus two spaces for residence. Spaces shall be located to the side and rear of the building and shall be screened from adjacent properties by a five-foot-high wood or masonry fence or by sight-obscuring vegetation of the same height. The area of the parking lot, including driveways, shall be graded, surfaced with asphalt or other suitable material and drained to the satisfaction of the City

Engineer to the extent necessary to prevent dust, erosion or excessive water flow across streets or adjoining properties.

D. Area regulations.

(1) Minimum lot area shall be 10,000 square feet. Minimum interior lot shall be 10,000 square feet. Minimum corner lot shall be 13,000 square feet.

(2) Maximum lot coverage shall be 30%, exclusive of accessory buildings.

(3) Minimum lot width shall be 80 feet.

(4) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

(5) Minimum front building setback line shall be 25 feet.

(6) Minimum rear yard shall be 25 feet. For corner lots the rear yard may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(7) Side yards shall be provided as follows: each lot shall have two side yards with a minimum of 12 feet each.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Signs shall comply with the requirements provided in Article VI of this chapter.

(10) Decks, subject to the following requirements:

(a) The deck cannot be located in the front yard.

(b) A minimum distance of 10 feet must be maintained from the deck to the rear property line.

§ 230-10. - R-2 Residential District.

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

A. Purpose. The purpose of the R-2 District is to permit housing at a greater density than in the R-1 District by providing for the orderly development of low- to medium-density residential housing into those areas where public services are available. This district also allows for professional home occupations. Finally, it protects existing developments of this nature and excludes noncompatible ones.

B. Permitted uses: all uses permitted in the R-1 District.

C. Conditional uses: all uses specified as conditional uses in the R-1 District, and the following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with Article IX of this chapter:

(1) Single-family semidetached dwelling.

(a) Ownership.

[1] Dwelling units and individual lots of a single-family semidetached dwelling may be owned separately if separate utility systems are provided and if separate lots for all dwelling units in a building are created at the same time in conformance with Chapter 200, Subdivision of Land, of this Code.

[2] Provisions satisfactory to the City Council shall be made to assure that areas of common use of the occupants, but not in individual ownership, shall be maintained in an acceptable manner without expense to the general public.

D. Design requirements. No apartment/dwelling units shall be located within a cellar.

E. Site requirements.

(1) The structure shall be so located as to provide proper access to the building for fire-fighting equipment, trash collection and deliveries.

(2) Off-street parking shall be provided at the rate of 2 1/2 spaces for every dwelling unit on each lot.

F. Facilities.

(1) Outdoor light fixtures shall be provided at locations that will assure the safe and convenient use of walks, steps, parking areas, driveways, streets and other such facilities.

(2) Facilities for temporary trash/refuse storage shall be provided in such a manner that is adequate for the dwelling units they must support.

G. Area regulations.

(1) For permitted uses and single-family semidetached dwellings not separately owned:

(a) Minimum interior lot area shall be 8,000 square feet and minimum corner lot area shall be 13,000 square feet.

(b) Maximum lot coverage shall be 30%.

(c) Minimum lot width shall be 80 feet.

(d) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

(e) Minimum front building setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.

(g) Side yards shall be provided as follows: each lot shall have two side yards a minimum width of eight feet on each side.

(h) Parking shall comply with the requirements provided in Article IV of this chapter.

(i) Signs shall comply with the requirements in Article VI of this chapter.

(j) Decks, subject to the following requirements:

[1] The deck cannot be located in the front yard.

[2] A minimum distance of 10 feet must be maintained from the deck to the rear property line.

(2) For single-family semidetached dwellings separately owned:

(a) Minimum interior lot area shall be 4,000 square feet and minimum corner lot area shall be 6,500 square feet.

(b) Maximum lot coverage shall be 30%.

(c) Minimum lot width shall be 40 feet.

(d) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

(e) Minimum front building setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.

(g) Side yard shall be provided as follows: each lot shall have one side yard a minimum width of eight feet.

(h) Parking shall comply with the requirements provided in Article IV of this chapter.

(i) Signs shall comply with the requirements in Article VI of this chapter.

§ 230-11. - R-3 Garden Apartment and Townhouse District.

In an R-3 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The purpose of the R-3 District is to provide for the orderly development of existing and proposed medium- to high-density residential areas where adequate public facilities exist. The district will permit development of garden-type apartments as well as townhouses that will yield high densities in selected areas, multifamily dwellings and a variety of housing types.

B. Permitted uses. Permitted uses for the R-3 District shall be as follows:

(1) All uses permitted in an R-2 District and subject to its area regulations, unless otherwise indicated in this section as provided below:

(a) Single-family and two-family dwellings shall be subject to the following area regulations:

[1] Minimum lot area shall be 7,500 square feet.

[2] Maximum building coverage shall be 45%.

[3] Minimum lot width shall be 60 feet.

[4] Height of buildings shall not exceed three stories or 35 feet.

[5] Minimum building setback line shall be 30 feet.

[6] Side yards shall be provided as follows: each lot shall have at least two side yards eight feet in width, except semidetached structures, which shall have at least one side yard per lot eight feet in width.

[7] Minimum rear yard setback shall be 15 feet. For corner lots the rear yard setback may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

[8] Decks, subject to the following requirements:

[a] The deck cannot be located in the front yard.

[b] A minimum distance of 10 feet must be maintained from the deck to the rear property line.

(2) Garden or low-rise apartments, subject to site plan review and the following requirements:

(a) The number of dwelling units per acre shall not exceed 16.

(b) Building coverage shall be a maximum of 20% for any lot developed for garden apartments.

(c) The maximum number of dwelling units per building shall be 12.

(d) Distance between buildings or groups of buildings shall be as follows: each building or group of buildings shall be at least 25 feet from any other building or group of buildings.

(e) Minimum lot width on any public street shall be at least 50 feet.

(f) Minimum lot size shall be one acre for garden apartment properties or complexes, with a minimum of 2,500 square feet of lot area for each dwelling unit.

(g) A minimum of 400 square feet per unit shall be designated as open space subject to the following recreational use requirements in Subsection B(2)(h) herein.

(h) Recreational use requirement. 50% of the required open space shall be set aside for recreational uses. This requirement only applies to subdivisions or developments with 15 or more lots or units.

(3) Townhouses or row dwellings, subject to site plan review and the following requirements:

(a) The number of dwelling units per group shall not exceed eight nor be fewer than three.

(b) The number of dwelling units per acre shall not exceed 12.

(c) Maximum building coverage shall be 60%.

(d) No group of townhouses shall be closer than 60 feet as to facing walls and 30 feet as to end walls from any other group of such dwellings nor closer than 60 feet from any boundary line of a designated townhouse area of which the group is a part.

(e) There shall be within any contiguous group of townhouses at least three different architectural plans having substantially different designs and building materials. In addition, no more than three continuous townhouses shall have the same front setback, and the variations in front setback shall be at least four feet.

(f) The minimum width of any side yard abutting a street, driveway or parking area within the townhouse area shall not be less than 30 feet.

(g) Height of buildings shall not exceed three stories or 35 feet.

(h) Alleys in the rear of townhouse groups are required for access to units by owners and to facilitate City services, trash collection, meter reading and parking.

(i) Minimum lot size shall be one acre for townhouse projects or complexes, with a minimum of 2,000 square feet of lot area for each dwelling unit.

(j) A minimum of 400 square feet per unit shall be designated as open space subject to the recreational use requirements in Subsection B(3)(k) herein.

(k) Recreational use requirement. 50% of the required open space shall be set aside for recreational uses. This requirement only applies to subdivisions or developments with 15 or more lots or units. [2]

C. Conditional uses subject to special regulations. All uses specified as conditional uses in the R-1 and R-2 Districts and subject to its area regulations, and the following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions of Article IX of this chapter:

(1) Rooming or boarding houses.

(2) Business offices for administrative purposes only.

(3) Professional offices (nonresident).

(4) Medical clinics.

(5) Sanatoriums or nursing homes.

(6) Mobile home parks, subject to conformance with the following requirements and subject to site plan review:

(a) The total area to be developed as a mobile home park shall be at least 20 acres.

(b) The maximum density shall not exceed eight units per acre.

(c) Mobile home parks with more than 25 units shall provide at least 5,000 square feet or 400 square feet per lot of open space. At least 10% of the open space shall be developed as a recreational area.

(d) Landscape screening shall be required along all property lines. The screening shall be accomplished with an evergreen hedge, shrubs or trees. The screen shall be located not less than five feet from the property line.

(e) Common sidewalks four feet in width shall be required where pedestrian traffic is located. Individual sidewalks 2 1/2 feet wide shall connect each mobile home unit to the common walk.

(f) Off-street parking shall be provided on the basis of two spaces per lot. All parking areas shall be located not more than 400 feet from the mobile home unit. There shall be no on-street parking.

(g) Streets shall be required from abutting public streets to individual lots. The streets shall be designed to minimize congestion and traffic hazards and must be built to the street and storm drainage specifications of Chapter 200, Subdivision of Land, of this Code. No more than two streets shall intersect at one point.

(h) Minimum requirements for mobile home lots.

[1] Lot area shall be 5,000 square feet per mobile home.

[2] Width shall be 40 feet.

[3] Public street setback shall be 50 feet.

[4] Mobile home park setback shall be 35 feet.

[5] Mobile home street or parking area setback shall be 30 feet.

[6] Distance from other mobile homes and buildings shall be 25 feet.

[7] One patio shall be required per unit, 10 feet by 40 feet paved.

[8] Landscaping shall be one tree per lot.

[9] Mobile homes must meet the requirements of the Federal Manufacturer Housing Construction and Safety Standard Act of 1974.

[10] The entire lot occupied by a mobile home park shall be maintained in single ownership throughout the entire life of the mobile home park.

(7) Art or specialty shops/galleries. The following items shall be reviewed for conformance during the site plan review hearing by the Planning Commission:

(a) The residence shall remain as the predominant feature of the site.

(b) The shop or gallery shall occupy only 40% of the residence.

(c) Public parking shall be available, with the determination of said parking requirements being made by the Planning Commission during the site plan review hearing. These determinations and recommendations must be done in conjunction with any state regulations concerning traffic control within the given site area.

(d) The Fire Marshal review must be applied for and recommendations made by the agency must be presented two weeks prior to the hearing date. All requests or recommendations shall be adhered to.

(8) Planned unit residential development.

ARTICLE V - Landscape Screening

§ 230-22. - District requirements.

A. Residential districts.

(1) In any R-1, R-2, R-3 and R-8 District, a landscape screen and/or fence or wall a minimum of six feet in height shall be planted and/or erected to separate any permitted nonresidential use from any existing residential use on a contiguous lot. Such landscape screen and/or fence or wall may extend into the lot setback, side yard and rear yard.

(2) In any R-3 or R-8 District, for any lot developed for garden apartments or townhouses, a landscape screen and/or fence or wall a minimum of six feet in height shall be planted or erected to separate any contiguous lot developed as a single-family detached or semidetached residential dwelling on any contiguous lot zoned R-1 or R-2. Such landscape screen and/or fence or wall may extend into the lot setback, side yard and rear yard.

B. Commercial districts. In any C-1, C-2 or C-3 District, a fifteen-foot buffer area shall be provided within which a landscape screen and/or fence or wall a minimum of six feet in height shall be planted or erected to separate any permitted use from any contiguous lot zoned R-1, R-2, R-3 and R-8 or any contiguous lot developed or approved for development for any residential use. Such landscape screen may extend into the lot setback, side yard or rear yard.

C. Institutional, Industrial and Office Building/Complex Districts: H-1, I-1, I-1, OB-1 and OC-1.

(1) Each use established in these districts shall set aside at least 20 feet in width immediately adjacent to any street upon which the lot has frontage, and extending for the full frontage of the lot, for purposes of providing for proper site distance and buffering from the public road. Within such area, the owner shall establish and maintain a planting of grass and/or horticultural ground cover. Other landscape materials may be incorporated, provided that there is no obstruction to vision, other than a tree trunk, in the area between two feet and seven feet above ground level. No use shall be made of this buffer area other than for a single driveway to provide access to the use for each 100 feet of frontage upon a public road. Such driveway shall not exceed 32 feet in width.

(2) Parking areas may be located in any hard area but shall not be closer than 15 feet to any street line or property line.

D. Limited Industrial District. At the boundary line between an I-1 District and any R-1, R-2, R-3 or R-8 District or any lot developed or approved for development for residential use, there shall be a 50-foot buffer area which shall include a landscape screen and/or fence or wall a minimum of six feet in height. Such landscape screen may extend into the lot setback, side yard or rear yard.

§ 230-23. - Maintenance.

It shall be the responsibility of the property owner of record or his delegated representative(s) to properly maintain and care for any landscape plan planted or erected.

ARTICLE IX - Conditional Uses

§ 230-46. - Purpose.

A. The intent of the conditional use is to maintain a measure of control over uses that have an impact on the entire community. Generally, conditional uses may be desirable in certain locations for the general convenience and welfare. They must use the property in a manner that assures neither an adverse impact upon adjoining properties nor the creation of a public nuisance. In short, because of the nature of the use, it requires sound planning judgment on its location and site arrangement.

B. Conditional use permits may be issued for any of the conditional uses for which a use permit is required by the provisions of this chapter, provided that the City Council shall find that the application is in accordance with the provisions of this chapter after duly advertised hearings held in accordance with the provisions of Article XII.

§ 230-47. - Application and approval procedures.

A. The application for a conditional use shall first be made with the Code Official, who shall then forward the materials to the Planning Commission.

B. The Planning Commission shall study such information and make recommendations to the City Council within 60 days of the Code Official's referral to the Commission after holding a public hearing.

C. The Council shall then act within 60 days of the receipt of the Commission's recommendation to either approve with conditions or deny such use after holding a public hearing. The Council's decision shall be based on the determination that the location of the use is appropriate, it is not in conflict with the Comprehensive Plan and it is consistent with the purpose and intent of this chapter.

§ 230-48. - Criteria for evaluation.

The following criteria shall be used as a guide in evaluating a proposed conditional use:

A. The presence of adjoining similar uses.

B. An adjoining district in which the use is permitted.

C. There is a need for the use in the area proposed as established by the Comprehensive Plan.

D. There is sufficient area to screen the conditional use from adjacent different uses.

E. The use will not detract from permitted uses in the district.

F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

§ 230-48.1. - Criteria for planned unit residential development.

A. Permitted uses. Uses, accessory uses and signs permitted in any residential district shall be permitted in accordance with the additional requirement and provisions of the article.

B. Minimum requirements, area and width. In a planned unit residential development, minimum lot area and width may be less than that required by the district regulations, except that no single-family lot shall be less than 4,000 square feet in area nor less than 40 feet in width. The width of the lot shall be between lot lines at the front building setback line as determined by the Planning Commission.

C. Density. A planned unit residential development is not intended to increase density, but to allow flexibility in the design of the number of dwelling units permitted. If a parcel or parcels have more than one zoning classification, the total permitted density may be located throughout the parcel or parcels. The total permitted density shall be determined by dividing the net development area by the minimum lot area per dwelling unit required by the zoning district in which the land is located. Net development area shall be determined by subtracting 25% of the gross area. Gross area shall not include any wetlands, floodway or similar area not suitable for building as determined by the Planning Commission.

D. Other requirements. Off-street parking, parking beneath buildings, front, side and rear setbacks, landscaping and buffering, lot coverage, number of units per building and building separation shall be as determined by the Planning Commission. Maximum height shall not exceed 48 feet and four stories maximum.

E. A planned unit residential development shall be subject to the same review procedures as for a major subdivision as provided in Chapter 200, Subdivision of Land.

F. Neighborhood commercial.

(1) Permitted neighborhood commercial uses. The following neighborhood commercial uses are permitted in a planned unit development:

(a) Retail goods and services.

(b) Child-care center (care for fewer than 24 children).

(c) Food services (grocery/convenience: cafe, coffee shop, but no facility with fuel distribution).

(d) Medical and dental offices, clinics, and laboratories.

(e) Professional and administrative offices.

(f) Repair services, conducted entirely within the building. (Auto repair and similar uses are not permitted.)

(g) Mixed use building (residential, including rentals, with other permitted use).

(h) Laundromats or dry cleaners.

(i) Art, music, or photography studio.

(j) Personnel service (barbershop, salons, video rental, fitness center and similar uses).

(k) Allowable uses (e.g., swimming pools, clubhouse and associated sport and exercise areas, tennis courts).

(2) Floor area standards. Up to 25% of the total acreage within the planned unit development may be available for nonresidential uses including neighborhood commercial, nursing home and hospice care, professional and small business office use, similar uses, but excluding areas reserved for clubhouse, pool, HOA offices and other development amenities. For neighborhood commercial, the maximum interior floor area shall not exceed 6,500 square feet total for any one use on one neighborhood commercial site without a variance.

(3) Hours of operation. Except for the swimming pool, clubhouse and associated sport or exercise areas, neighborhood commercial land uses shall be limited to the following hours of operation 6:00 a.m. to 9:00 p.m.

(4) Storage. Except for plants and garden supplies, overnight storage is not permitted.

(5) Parking. Parking spaces for the commercial space shall be determined in accordance with the overall planned unit development submission but in no event shall be less than 50% of the spaces required for standard commercial space.

(6) Control. Ownership of the land and buildings comprising the commercial space may be by individuals, corporations or partnership either in fee simple or as a condominium with limited common area control and shall be subject to the rules and regulations contained in the commercial area tenants association and covenants and restrictions. All commercial tenants shall pay dues and assessments to said association for management and upkeep of the common areas.

(7) Density. The overall density otherwise permitted under planned unit development shall be reduced at the rate of one dwelling unit per 3,000 square feet of commercial floor space.

G. A minimum of 400 square feet per unit shall be designated as open space subject to the recreational use. Recreational use requirement - 50% of the required open space shall be set aside for recreational use.

§ 230-49. - Conditions for approval; expiration.

A. In granting any conditional use permit, the City Council may designate such conditions as will, in its opinion, assure that the use will conform to the requirements as stated in § 230-48 and that such use will continue to do so.

B. Construction or operation shall be commenced within one year of the date of issuance or the use permit becomes void.

C. A reapplication for a use permit for the same lot or use shall not be considered by the City Council within a period of 365 days from its last consideration. This provision, however, shall not impair the right of the Council to propose a use permit on its own motion.

D. See fee schedule.

E. If a conditional use permit is granted under the provisions of this article, the City Council shall direct the Code Official to officially notify the applicant, in writing, of all conditions approved by the Council.

F. The approval of a conditional use is valid for one year. Unless permits are obtained or construction or use is substantially underway, all provisions of the conditional use are automatically rescinded. Permits may be revoked by the Council for failure to comply with the stated conditions of approval or applicable regulations.

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

Planning Commission Hearing: Tuesday, March 17, 2020
City Council Hearing: Monday, March 23, 2020

NOTICE IS HEREBY GIVEN that the Planning Commission and City Council will hold Public Hearings at 7:00 p.m., or as soon thereafter as possible, in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street to allow interested parties to participate in the discussion and consideration of the following zoning matter:

ORDINANCE 2020-10

Milford Ponds LLC on behalf of Ventures LLC and Milford Ponds LLC for a Revised Preliminary Major Subdivision (Phase II Only) of 28.06 +/- acres into 89 single family units in R1, R2, and R3 Zoning Districts. Property is located along the east side of Route 113, 5,500 feet south of the Seabury Avenue intersection, Milford, Delaware. Present Use: Subdivision; Proposed Use: Subdivision to be known as Milford Ponds. Tax Map: 1-30-3.00-264.00, 1-30-3.00-264.01, 1-30-6.00-108.00, 1-30-6.00-167.00 thru -558.00, 1-30-6.00-601.00 thru -691.00

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for a Revised Preliminary Major Subdivision (Phase II Only); and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing to allow for public comment on March 17, 2020; and

WHEREAS, Milford City Council will hold a Public Hearing on March 23, 2020 to allow for public comment and further review of the ordinance.

Dates.
Planning Commission Review & Public Hearing: March 17, 2020
City Council Introduction: March 9, 2020
City Council Public Hearing: March 23, 2020
Effective: April 2, 2020

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at RPierce@milford-de.gov or by calling 302.424.8396.

Advertised*: Beacon 02/26/20*

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180 Vickers Drive
Milford, DE 19963
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THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

DATA SHEET FOR MILFORD PONDS – PHASE III

Development Advisory Committee: October 18, 2019

Planning Commission Meeting: March 17, 2020

Application Number / Name	:	19-034 / Milford Ponds – Phase III
Applicant	:	Milford Ponds, LLC 179 Rehoboth Avenue, Suite 1081 Rehoboth Beach, DE 19971
Owner	:	Same
Application Type	:	Preliminary Major Subdivision
Comprehensive Plan Designation	:	Moderate Density Residential
Zoning District	:	R-1, R-2 & R-3 with PUD
Present Use	:	Planned Unit Development
Proposed Use	:	Planned Unit Development
Area and Location	:	178.03 +/- acres located along the east side of Route 113 5,500 feet south of the Seabury Avenue intersection known as the Milford Ponds subdivision
Property Identification Numbers	:	1-30-3.00-264.00, 1-30-3.00-264.01, 1-30-6.00-108.00, 1-30-6.00-167.00 thru 558.00, 1-30-6.00-601.00 thru 691.00

ENC: Staff Analysis Report
Exhibit A - Location & Zoning Map
Preliminary Major Subdivision Plans

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THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
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STAFF ANALYSIS REPORT
January 31, 2020

Application Number / Name	:	19-034 / Milford Ponds – Phase III
Application Type	:	Preliminary Major Subdivision
Comprehensive Plan Designation	:	Moderate Density Residential
Zoning District	:	R-1, R-2, & R-3 with PUD
Present Use	:	Planned Unit Development
Proposed Use	:	Planned Unit Development
Property Identification Numbers	:	1-30-3.00-264.00, 1-30-3.00-264.01, 1-30-6.00-108.00, 1-30-6.00-167.00 thru 558.00, 1-30-6.00-601.00 thru 691.00
Area and Location	:	178.03 +/- acres located along the east side of Route 113 5,500 feet south of the Seabury Avenue intersection known as the Milford Ponds subdivision

I. BACKGROUND INFORMATION:

- On July 12, 2004, City Council approved the annexation of four parcels with varying zoning designations including R-1, R-2 and R-3.
- Preliminary Major Subdivision approval and conditional use approval was granted by City Council on September 27, 2004 for a total of 722 units, including 150 condominiums, 228 townhouses and 344 single family detached units.
- Final Major Subdivision approval was granted by City Council on June 5, 2006 for Phase I only. Phase II received Final Major Subdivision approval from City Council on April 28, 2008.
- Portions of Phase I have been constructed, including a roads, curbing, sewer, water, electric and stormwater improvements.
- City Council approved an amendment to the Planned Unit Development on April 23, 2018, modifying the mixture of unit types by eliminating townhouse areas in favor of single-family

detached dwellings, resulting in a unit mix of 459 single family detached units, 91 townhouse units and 150 multi-family units.

- The applicant has requested to amend the Planned Unit Development by eliminating townhouses uses and expanding the proposed apartment uses. The proposed new unit mix would be 504 single-family detached dwellings and 264 multi-family apartments, for a total of 768 dwelling units.

- The applicant is seeking approval of the revised Preliminary Major Subdivision Plans for Phase III of the Milford Ponds subdivision consisting of 52 single-family detached dwellings.

II. STAFF ANALYSIS:

Based on the information presented, the City of Milford Code and the Comprehensive Plan, staff submits the following regarding the request for a revised Preliminary Major Subdivision/PUD approval:

- The application is consistent with the proposed Planned Unit Development and the requested waivers associated with the submission are provided on the title sheet for the Phase III record plans. Final Subdivision must provide agency approvals and address any waivers not specifically approved by City Council with the Planned Unit Development or the Preliminary Major Subdivision Request.

- The following comments must be addressed prior to final major subdivision approval;
    - Final Major Subdivision Plan approval will require approvals or no objection letters from DelDOT, State Fire Marshal's Office, Sussex Conservation District, DNREC and DHSS;
    - Applicant must address remaining Preliminary Major Subdivision review comments (copy of which is included in the packet);
    - Applicant must obtain final approval of engineering plans from the City Engineer; and
    - Address additional department and agency comments outlined in Section III.

III. AGENCY & DEPARTMENT COMMENTS:

- **Office of State Planning Coordination**
  Contact: David Edgell – 302-739-3090

- **DelDOT**
  Contact: Derek Sapp – 302-760-4803
  See attached comments.

- **Delaware Health and Social Services – Division of Public Health**
  Contact: William J. Milliken, Jr. – 302-741-8646
  No comments provided.

- **Department of Natural Resources and Environmental Control (DNREC), Division of Water, Surface Water Discharges Section (SWDS)**
  Contact: Bryan Ashby – 302-739-9946
  No comments provided.

- **Sussex Conservation District**
  Contact: Jessica Watson – 302-856-2105
  No comments provided.

- **Delaware State Fire Marshal's Office**
  Contact: Duane T. Fox – 302-856-5298
  See attached comments.

- **Carlisle Fire Company**
  No comments provided.

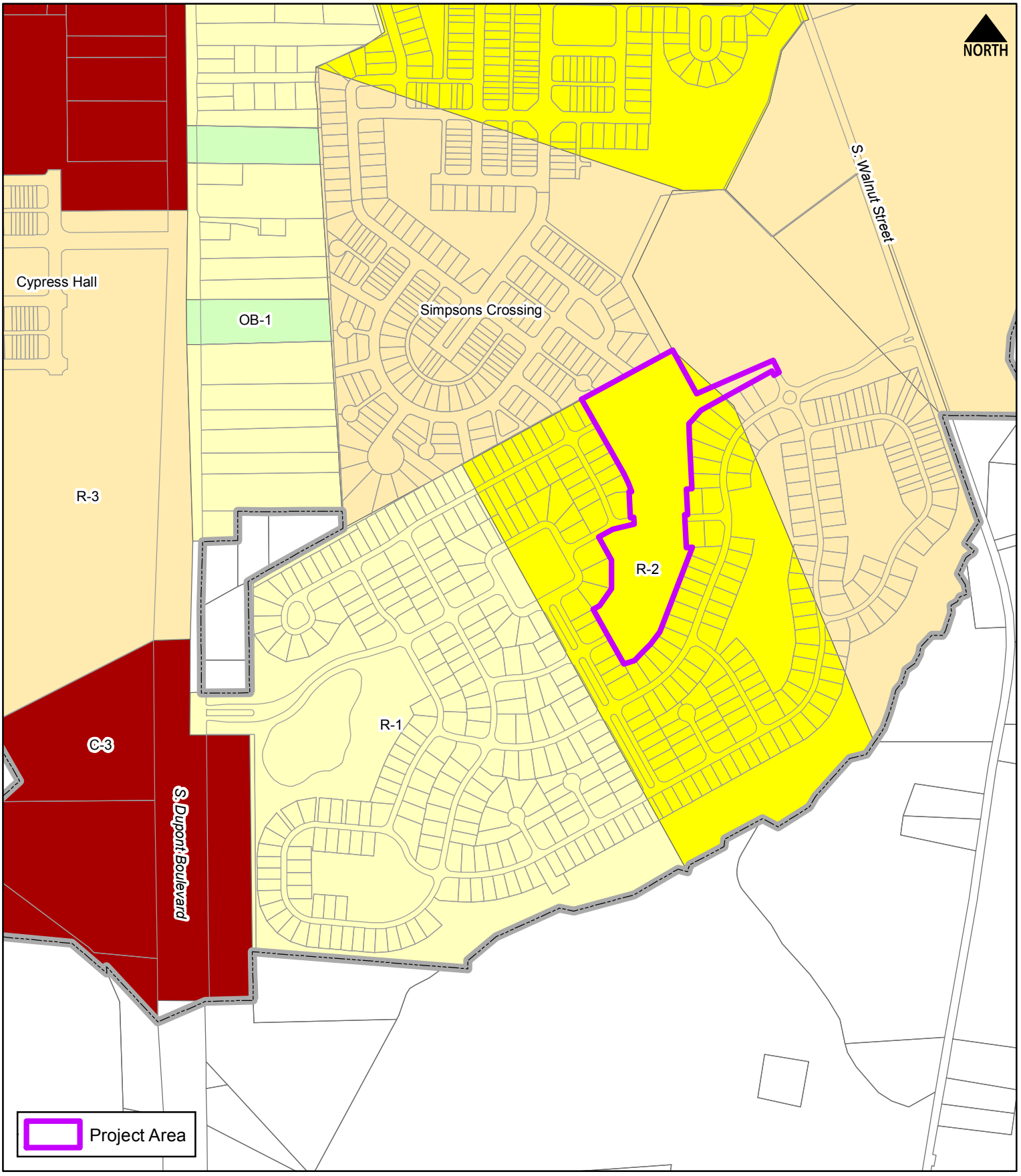
- **City Engineer**
  Contact: Jason McClafferty, P.E. – KCI Technologies
  See comments related to Phase II and Phase III Preliminary Major Subdivision applications.

- **City of Milford Public Works Department**
  Contact: Mark Whitfield – 302-422-1110

- **City of Milford Parks and Recreation Department**
  No comments provided.

- **City of Milford Police Department**
  No comments provided.

- **Milford School District**
  No comments provided.



THE CITY of Milford DELAWARE

Scale: 0 300 600 Feet

Drawn by: WRP

Date: 10/03/19

Filepath: PreliminaryMajorSub_MilfordPonds_PhIII.mxd

Title:

Preliminary Major Subdivision

Milford Ponds - Phase III

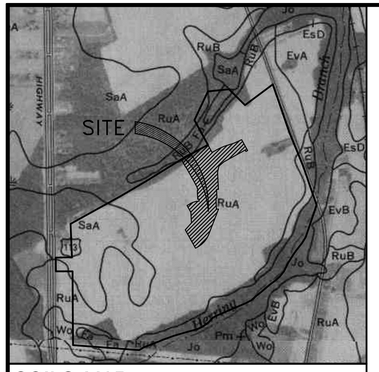
Location & Zoning Map

MILFORD PONDS

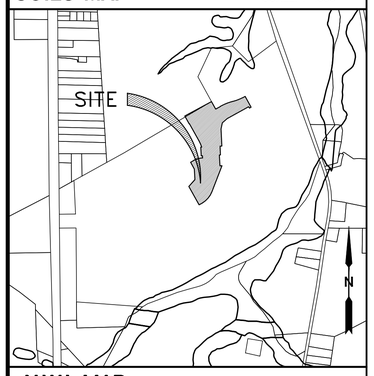
PHASE 3 - RECORD PLAN

CITY OF MILFORD, SUSSEX COUNTY, DELAWARE

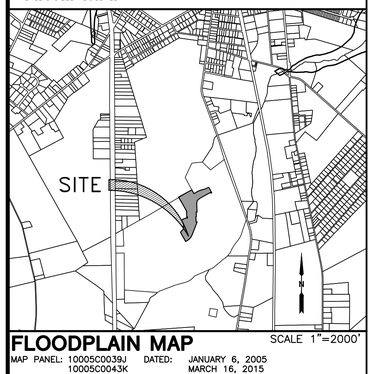
DBF PROJECT NO. 2875A001 FEBRUARY 2020



SOILS MAP SCALE: 1"=1000'



N.W.I. MAP SCALE: 1"=1000'



FLOODPLAIN MAP SCALE 1"=2000'

MAP PANEL: 10005C0039J DATED: JANUARY 6, 2005
10005C0043K MARCH 16, 2015

DELDOT GENERAL NOTES

1. NO LANDSCAPING SHALL BE ALLOWED WITHIN R/W UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT COORDINATION MANUAL (DCM).
2. ALL ENTRANCES SHALL CONFORM TO THE DELAWARE DEPARTMENT OF TRANSPORTATION'S (DELDOT'S) CURRENT DEVELOPMENT COORDINATION MANUAL (DCM) AND SHALL BE SUBJECT TO ITS APPROVAL.
3. SHRUBBERY, PLANTINGS, SIGNS AND/OR OTHER VISUAL BARRIERS THAT COULD OBSTRUCT THE SIGHT DISTANCE OF A DRIVER PREPARING TO ENTER THE ROADWAY ARE PROHIBITED WITHIN THE DEFINED DEPARTURE SIGHT TRIANGLE AREA ESTABLISHED ON THIS PLAN. IF THE ESTABLISHED DEPARTURE SIGHT TRIANGLE AREA IS OUTSIDE THE RIGHT-OF-WAY OR PROJECTS ONTO AN ADJACENT PROPERTY OWNER'S LAND, A SIGHT EASEMENT SHOULD BE ESTABLISHED AND RECORDED WITH ALL AFFECTED PROPERTY OWNERS TO MAINTAIN THE REQUIRED SIGHT DISTANCE.
4. UPON COMPLETION OF THE CONSTRUCTION OF THE SIDEWALK OR SHARED-USE PATH ACROSS THIS PROJECT'S FRONTAGE AND PHYSICAL CONNECTION TO ADJACENT EXISTING FACILITIES, THE DEVELOPER, THE PROPERTY OWNERS OR BOTH ASSOCIATED WITH THIS PROJECT, SHALL BE RESPONSIBLE TO REMOVE ANY EXISTING ROAD TIE-IN CONNECTIONS LOCATED ALONG ADJACENT PROPERTIES, AND RESTORE THE AREA TO GRASS. SUCH ACTIONS SHALL BE COMPLETED AT DELDOT'S DISCRETION, AND IN CONFORMANCE WITH DELDOT'S 'SHARED-USE PATH AND/OR SIDEWALK TERMINATION POLICY'.
5. SUBDIVISION STREETS CONSTRUCTED WITHIN THE LIMITS OF THE RIGHT-OF-WAY DEDICATED TO THE PUBLIC USE SHOWN ON THIS PLAN ARE TO BE MAINTAINED BY THE CITY OF MILFORD FOLLOWING THE COMPLETION OF THE STREETS BY THE DEVELOPER TO THE SATISFACTION OF THE CITY. THE CITY ASSUMES NO MAINTENANCE RESPONSIBILITIES WITHIN THE DEDICATED STREET RIGHT-OF-WAY UNTIL THE STREETS HAVE BEEN ACCEPTED BY THE STATE.
6. THE SIDEWALK AND SHARED-USE PATH SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, THE PROPERTY OWNERS OR BOTH WITHIN THIS SUBDIVISION. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF THE SIDEWALK AND/OR SHARED-USE PATH.
7. ALL LOTS SHALL HAVE ACCESS FROM THE INTERNAL SUBDIVISION STREET.
8. DRIVEWAYS WILL NOT BE PERMITTED TO BE PLACED AT CATCH BASIN LOCATIONS.
9. TO MINIMIZE RUTTING AND EROSION OF THE ROADSIDE DUE TO ON-STREET PARKING, DRIVEWAY AND BUILDING LAYOUTS MUST BE CONFIGURED TO ALLOW FOR VEHICLES TO BE STORED IN THE DRIVEWAY BEYOND THE RIGHT-OF-WAY, WITHOUT INTERFERING WITH SIDEWALK ACCESS AND CLEARANCE.
10. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MONUMENTS IN ACCORDANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MONUMENTS ON THE DEDICATED SUBDIVISION STREET RIGHT-OF-WAY IN ACCORDANCE WITH SECTION 3.2.4.1 OF THE DEVELOPMENT COORDINATION MANUAL, AND THE REQUIREMENTS OF THE LAND USE AGENCY. RIGHT-OF-WAY MONUMENTS SHALL BE PLACED ALONG THE RIGHT-OF-WAY LINES, AT A MINIMUM ON ONE SIDE OF THE STREET AT EVERY CHANGE IN HORIZONTAL ALIGNMENT TO PROVIDE A PERMANENT REFERENCE FOR THE RE-ESTABLISHING THE CENTERLINE AND RIGHT-OF-WAY LINE.
11. THIS COMMERCIAL PARCEL HAS DIRECT FRONTAGE ALONG U.S. ROUTE 113 (DUPONT BLVD), WHICH HAS A FUNCTIONAL CLASSIFICATION OF PRINCIPLE ARTERIAL AS DEFINED BY THE STATE OF DELAWARE'S DEPARTMENT OF TRANSPORTATION. PER SECTION 3.6.1 OF THE DELDOT DEVELOPMENT COORDINATION MANUAL (DCM), IT IS THE DEVELOPER'S RESPONSIBILITY TO EVALUATE NOISE LEVELS AND THEIR IMPACTS ON PROPOSED DEVELOPMENT, FOR PROJECTS ADJACENT TO EXISTING TRANSPORTATION FACILITIES WITH THIS FUNCTIONAL CLASSIFICATION. ROADWAYS WITH THIS CLASSIFICATION CAN BE EXPECTED TO GENERATE ELEVATED LEVELS OF ROAD AND TRAFFIC RELATED NOISE, SIMILAR TO WHAT CAN BE EXPECTED IN URBAN AREAS. A DETAILED NOISE ANALYSIS PER DCM 3.6 IS TYPICALLY RECOMMENDED TO HELP GAUGE THE ACTUAL IMPACTS THAT ROADWAY RELATED NOISE MAY HAVE ON VARIOUS POTENTIAL LAND-USES (SUCH AS THOSE DESCRIBED IN DCM FIGURE 3.6.3-A: NOISE ABATEMENT CRITERIA). WITH THE INCLUSION OF THIS NOTE, THE DEVELOPER IS ACKNOWLEDGING THAT THE PROPOSED SITE AND/OR BUILDING LOCATION CAN BE EXPECTED TO EXCEED THE SPECIFIC MAXIMUM NOISE LEVELS FOR CERTAIN COMMERCIAL AND NON-RESIDENTIAL USES AS SHOWN IN DCM FIGURE 3.6.3-A. THE DEVELOPER'S WAIVER OF THE NOISE ANALYSIS AND REVIEW OF POTENTIAL NOISE MITIGATION MEASURES ARE SUPPORTED BY THE INFEASIBILITY OF APPLYING NOISE MITIGATION MEASURES, BASED ON ENGINEERING CONSIDERATIONS AND FACTORS THAT WOULD LIMIT THE ABILITY TO ACHIEVE SUBSTANTIAL NOISE REDUCTION, RELATED TO THE COMMERCIAL USE OF THE SITE AND/OR BUILDINGS. THIS WAIVER ACKNOWLEDGES THAT THE DECIBEL LEVEL FOR THIS PARCEL MAY EXCEED THE APPLICABLE LIMITS FOR SOME CURRENT OR FUTURE PROPOSED USES. THE USE OF THIS NOTE SIGNIFIES THE SUBDIVISION ENGINEER'S CONCURRENCE WITH WAIVING THE DEVELOPER'S COMPLETION OF A DETAILED NOISE STUDY AND SUBSEQUENT REVIEW OF RESULTING NOISE ABATEMENT FINDINGS OR MITIGATION MEASURES. ANY FUTURE COMPLAINTS RELATING TO EXISTING OR FUTURE NOISE LEVELS IMPACTING PROPOSED USES ON THIS SITE AND ALONG THIS EXISTING TRANSPORTATION FACILITY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR LAND OWNER OR BOTH.
12. THE DEVELOPER HAS ENTERED INTO A MEMORANDUM OF UNDERSTANDING DATED SEPTEMBER 18, 2017 AND IS ON FILE AT THE DEPARTMENT. THE DEVELOPER SHALL COMPLY WITH ITEM 4 OF THE MEMORANDUM AND IT STATES: "WHILE THE ACCESS IS UNDER REVIEW/RECONSTRUCTION AND THE UPDATED TRAFFIC IMPACT STUDY IS BEING PREPARED, DELDOT WILL ALLOW THE BUILDING PERMITS FOR THE FIRST 4 UNITS FOR THE 4 MODEL HOMES. ONCE THE PUNCH LIST IS COMPLETED DELDOT WILL ALLOW FOR 160 CERTIFICATES OF OCCUPANCY. NO OTHER BUILDING PERMITS OR CO'S SHOULD BE ISSUED UNTIL SUCH TIME THE UPDATED TIS IS COMPLETED AND FINDINGS AGREED TO."

DATA COLUMN

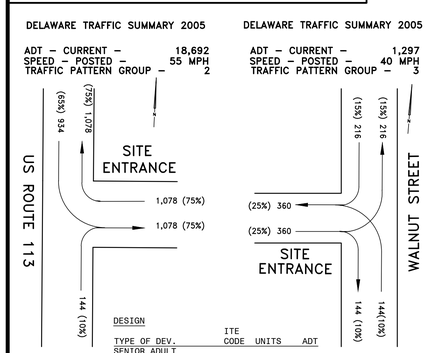
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EXISTING ZONING:	R-1, R-2, R-3, W/PUD
PROPOSED USE:	R-1, R-2, R-3, W/PUD
TOTAL SUBDIVISION AREA:	178.03 AC.±
PHASE 1:	119.19 AC.±
PHASE 2:	28.06 AC.±
PHASE 3:	12.15 AC.±
PHASE 4:	18.46 AC.±
MAXIMUM IMPERVIOUS AREA ALLOWED:	62.31 AC.± (35% OF TOTAL SUBDIVISION AREA)
PH1 + PH2 IMPERVIOUS:	45.37 AC.± (25% OF TOTAL IMPERVIOUS ALLOWED)
PH1 + PH2 + PH3 IMPERVIOUS:	50.73 AC.± (29% OF TOTAL IMPERVIOUS ALLOWED)
REMAINING IMPERVIOUS ALLOWED:	10.68 AC.± (6% OF TOTAL IMPERVIOUS LEFT)
GROSS AREA:	R-1 = 71.02 AC, R-2 = 50.19 AC, R-3 = 47.82 AC
NET DEVELOPMENT AREA:	R-1 = 53.27 AC, R-2 = 38.19 AC, R-3 = 35.86 AC
MAX DENSITY ALLOWED:	R-1 = 4, R-2 = 6, R-3 = 16
UNITS ALLOWED:	R-1 = 213(53.27 x 4), R-2 = 229(38.19 x 6), R-3 = 573(35.86 x 16)
TOTAL NUMBER OF UNITS ALLOWED:	1015
TOTAL NUMBER OF UNITS PROVIDED:	768
PHASE 3 TOTAL:	52
SINGLE FAMILY DWELLING:	52
BUILDING CONSTRUCTION TYPE:	MASONARY & TIMBER
COMMUNITY BUILDING SIZE:	±40'x ±95'
COMMUNITY BUILDING LOCATION:	CORNER OF W. HEIRLOOM WAY & CLUBHOUSE DR.
TOTAL PROPOSED RIGHT-OF-WAY:	
PHASE 3:	1.60 AC.±
TOTAL AREA OF LOTS:	
PHASE 3:	10.55 AC.±
REQUIRED OPEN SPACE R1 & R2 ZONING:	(TOTAL SITE AREA OF ZONE x 25%) = 30.30 AC.±
REQUIRED OPEN SPACE R3 ZONING: (DWELLING UNITS x 400 SF) =2.42 AC.±	
TOTAL REQUIRED OPEN SPACE:	32.72 AC.±
REQUIRED RECREATIONAL AREA:	(OPEN SPACE x 50%) = 16.36 AC.±
TOTAL WETLANDS:	8.31 AC.±
PROVIDED OPEN SPACE AREA:	44.12 AC.±
RECREATIONAL AREA PROVIDED:	16.37 AC.±
PHASE 3:	
AVERAGE DENSITY OF LOTS:	4.93 UNITS/ACRE
MINIMUM LOT SIZE:	6,426 SQ.FT.±
MAXIMUM LOT SIZE:	12,316 SQ.FT.±
AVERAGE LOT SIZE:	8,838 SQ.FT.±
TOTAL WOODLAND PRESERVATION:	10.45 Ac.±
MAXIMUM IMPERVIOUS COVERAGE:	35%
PROPOSED SEWER:	CITY OF MILFORD
PROPOSED WATER:	CITY OF MILFORD
ELECTRIC SERVICE:	CITY OF MILFORD
SCHOOL DISTRICT:	MILFORD
FIRE DEPARTMENT:	MILFORD
VERTICAL DATUM:	NAVD 88
HORIZONTAL DATUM:	NAD 83
NUMBER OF MONUMENTS FOUND:	14
NUMBER OF MONUMENTS SET:	12

DELAWARE TRAFFIC SUMMARY 2005

ADT – CURRENT – 18,692
SPEED – POSTED – 55 MPH
TRAFFIC PATTERN GROUP – 2

DELAWARE TRAFFIC SUMMARY 2005

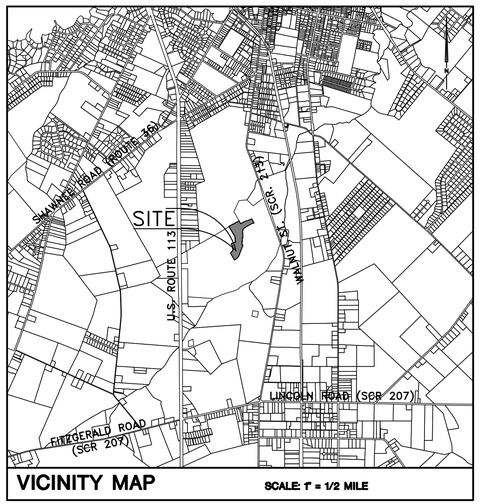
ADT – CURRENT – 1,297
SPEED – POSTED – 40 MPH
TRAFFIC PATTERN GROUP – 3



DESIGN TYPE OF DEV.	ITE CODE	UNITS	ADT
SENIOR ADULT HOUSING-DETACHED	251	341	1,536
SENIOR ADULT HOUSING-ATTACHED	252	385	1,340
TOTAL		726	2,876

NOTE: TRIP DISTRIBUTION DERIVED FROM TRAFFIC IMPACT STUDY
TRIP GENERATION IS BASED ON THE 7TH EDITION OF THE
ITE TRIP GENERATION REPORT 7TH EDITION

TRAFFIC DIAGRAM
NO SCALE



VICINITY MAP SCALE: 1" = 1/2 MILE

INDEX OF DRAWINGS:

R3.0 RECORD PLAN TITLE SHEET
R3.1 RECORD NOTES
R3.2 PHASE 3 RECORD PLAN

LEGEND:

- BOUNDARY LINE
- RIGHT-OF-WAY
- LOT LINE
- BUILDING SETB ACK
- (8) = LOT DELINEATION
- 10 = EXISTING TOPOGRAPHIC LINE
- EXISTING VEGETATION LINE
- WETLANDS BOUNDARY

DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-4744

GENERAL NOTES

1. THE SUSSEX CONSERVATION DISTRICT RESERVES THE RIGHT TO ENTER PRIVATE PROPERTY FOR PURPOSES OF PERIODIC SITE INSPECTION.
2. "THE SUSSEX CONSERVATION DISTRICT RESERVES THE RIGHT TO ADD, MODIFY, OR DELETE ANY EROSION AND SEDIMENT CONTROL MEASURES AS THEY DEEM NECESSARY."
3. THIS SITE IS NOT IMPACTED BY THE 100 YEAR FLOOD PLAIN AS DELINEATED ON FEMA MAP PANEL# 10005C0039J DATED 01/06/2005 AND 10005C0043K DATED 03/16/2015
4. WETLANDS DELINEATION PERFORMED BY ENVIRONMENTAL RESOURCES, INC. 38173 DUPONT BLVD. SELBYVILLE, DE 19975
5. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED, CONSTRUCTED OR PLACED FOR THE LOT WHICH THE CERTIFICATE OF OCCUPANCY IS TO BE ISSUED IN A MANNER ACCEPTABLE TO THE CITY AND THE STATE, OR UNTIL THE DEVELOPER FILES A PERFORMANCE BOND OF OTHER GUARANTEE WITH THE CITY FOR ANY UNCOMPLETED PUBLIC OR PRIVATE STREET OR OTHER IMPROVEMENT.
6. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED UNTIL A PROJECT, OR THE CURRENT PHASE OF A PROJECT, HAS BEEN PARTIALLY ACCEPTED BY THE CITY, AND UNTIL A MAINTENANCE BOND HAS BEEN SUBMITTED.
7. ALL FIRE LANES, FIRE HYDRANTS, EXITS, STANDPIPES, AND SPRINKLER CONNECTIONS WILL BE MARKED IN ACCORDANCE WITH STATE FIRE MARSHAL REGULATIONS.
8. THIS PROPERTY IS LOCATED IN THE VICINITY OF LAND USED PRIMARILY FOR AGRICULTURAL PURPOSES ON WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES HAVE BEEN AFFORDED THE HIGHEST PRIORITY USE STATUS. IT CAN BE ANTICIPATED THAT AGRICULTURAL USES AND ACTIVITIES MAY NOW OR IN THE future INVOLVE NOISE, DUST, MANURE, AND OTHER ODORS, THE USE OF AGRICULTURAL CHEMICALS, AND NIGHTTIME FARM OPERATIONS. THE USE AND THE ENJOYMENT OF THIS PROPERTY IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF ANY ANNOYANCE OR INCONVENIENCE WHICH MAY RESULT FROM SUCH NORMAL AGRICULTURAL USES OR ACTIVITIES.
9. PROPOSED OPEN SPACE TO BE OWNED AND MAINTAINED BY THE COMMUNITY HOMEOWNERS ASSOCIATION.
10. THE OWNER UNDERSTANDS THAT THE TRACT OF LAND DEPICTED HEREON IS IMPACTED BY WETLANDS REGULATED BY THE ARMY CORPS OF ENGINEERS AND IS ADVISED TO CONTACT THE ARMY CORPS OF ENGINEERS FOR INFORMATION AND GUIDANCE IN REGARD TO JURISDICTIONAL DETERMINATIONS AND FEDERAL PERMITS PRIOR TO THE START OF CONSTRUCTION.
11. ALL REQUIRED LANDSCAPE BUFFERS SHALL BE PLANTED AND ALL ACTIVE RECREATION AMENITIES INSTALLED PRIOR TO ISSUANCE OF 50% OF THE CERTIFICATES OF OCCUPANCY, AND MAINTAINED BY THE DEVELOPER UNTIL 75% OF THE CERTIFICATES OF OCCUPANCY HAVE BEEN ISSUED. THE LANDSCAPE BUFFER AREA AND ANY OTHER LANDSCAPE PLAN DEPICTED ON THE RECORD PLAN SHALL BE MAINTAINED IN PERPETUITY BY THE HOMEOWNERS' ASSOCIATION OR MAINTENANCE CORPORATION.THESE DEED RESTRICTIONS SHALL RUN WITH THE LAND AND MAY NOT BE VACATED BY THE HOMEOWNERS' ASSOCIATION OR THE MAINTENANCE CORPORATION.
12. THE DEVELOPER WILL BE RESPONSIBLE FOR MAINTENANCE OF SEDIMENT & STORMWATER CONTROLS DURING CONSTRUCTION AND FOR LONG TERM MAINTENANCE OF STORMWATER CONTROLS UNTIL CONSTRUCTION IS COMPLETE. AT THE TIME, RESPONSIBILITY FOR LONG TERM MAINTENANCE OF STORMWATER CONTROLS SHALL BE ASSUMED BY THE HOMEOWNER'S ASSOCIATION. IF A HOMEOWNER'S ASSOCIATION IS NOT FORMED THEN THE OWNER IS TO PROVIDE LONG TERM MAINTENANCE FOR THE SITE.
13. FOR ANY NEW SUBDIVISION DEVELOPMENT LOCATED IN WHOLE OR PART WITHIN 50 FEET OF THE BOUNDARY OF AN AGRICULTURAL PRESERVATION DISTRICT, NO IMPROVEMENT REQUIRING AN OCCUPANCY APPROVAL SHALL BE CONSTRUCTED WITHIN 50 FEET OF THE BOUNDARY OF THE AGRICULTURAL PRESERVATION DISTRICT.
14. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. MATERIALS AND WORKMANSHIP SHALL CONFORM TO ALL STATE OF DELAWARE, SUSSEX COUNTY, AND CITY OF MILFORD STANDARDS AND SPECIFICATIONS.
15. DELAWARE REGULATIONS PROHIBIT THE BURIAL OF CONSTRUCTION AND DEMOLITION DEBRIS, INCLUDING TREES AND STUMPS, ON CONSTRUCTION SITES. ANY SOLID WASTE FOUND DURING EXCAVATION FOR STRUCTURES AND UTILITY LINES, ON AND OFF SITE, MUST BE REMOVED AND PROPERLY DISCARDED. ANY REMEDIAL ACTION REQUIRED IS THE RESPONSIBILITY OF THE DEVELOPER/OWNER.
16. DRAWINGS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED, AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
17. DEVELOPER SHALL INSTALL ONSITE LIGHTING TO ILLUMINATE STREETS, PARKING AREAS, AND WALKWAYS, IN ACCORDANCE WITH CITY REGULATIONS.
18. PROPERTY OWNERS OWN AND MAINTAIN THE SIDEWALKS DIRECTLY IN-FRONT OF THEIR PROPERTY. SIDEWALKS ALONG OR IN OPEN SPACES SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
19. ALL CONSTRUCTION AND MATERIALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DELAWARE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED AUGUST 2001 AND ANY ADDENDA THERETO.
20. ALL DISTURBED AREAS WITHIN THE STATE RIGHT-OF-WAY, BUT NOT IN THE PAVEMENT, SHALL BE TOP SOILED (6" MINIMUM), FERTILIZED, AND SEEDED.
21. A 24-HOUR (MINIMUM) NOTICE SHALL BE GIVEN TO DELDOT'S PUBLIC WORKS ENGINEER PRIOR TO STARTING ENTRANCE CONSTRUCTION.
22. MISS UTILITY OF DELMARVA SHALL BE NOTIFIED THREE CONSECUTIVE WORKING DAYS PRIOR TO EXCAVATION, AT 1-800-282-8555
23. ALL SIGNING AND MAINTENANCE OF TRAFFIC IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL FOLLOW THE GUIDELINES SHOWN IN "TRAFFIC CONTROL FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY AND EMERGENCY OPERATIONS" (LATEST EDITION).
24. DESIGN, FABRICATION AND INSTALLATION OF ALL PERMANENT SIGNING SHALL BE AS OUTLINED IN THE "GUIDE FOR FABRICATION AND INSTALLATION OF TRAFFIC CONTROL DEVICES."
25. FOR FINAL PERMANENT PAVEMENT MARKINGS, EPOXY RESIN PAINT SHALL BE REQUIRED FOR LONG LINE STRIPING AND THERMO WILL BE REQUIRED FOR SHORT LINE STRIPING, I.E. SYMBOLS/LEGENDS
26. EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATION AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48-HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTORS EXPENSE. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY OF DELMARVA (SEE NOTE #28).
27. ALL TRAFFIC CONTROL DEVICES SHALL BE IN NEW OR REFURBISHED CONDITION, SHALL COMPLY WITH THE TRAFFIC CONTROL MANUAL, AND SHALL BE NCHRP – 350 APPROVED AND SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED IN GOOD CONDITION FOR DURATION OF USE.
28. BREAKAWAY POSTS SHALL BE USED WHEN INSTALLING ALL SIGNS.
29. SOURCE WATER PROTECTION AREA EXISTS ON-SITE.

VARIANCES FROM MILFORD ZONING CODE

1. PAVEMENT WIDTH FOR OTHER RESIDENCES IS 22' RATHER THAN 25' PER CODE.

THIS PLAN SUPERSEDES THE PREVIOUS MILFORD PONDS PHASE I RECORD PLANS IN ITS ENTIRETY PB 107 PG 257, PB 121 PG 180.

THE PROPERTY AS SHOWN HEREON DOES CONTAIN STATE OR FEDERALLY REGULATED SECTION 10 WETLANDS. BASED ON NWI AND DNREC WETLAND MAPS.

THE PROPERTY IS IMPACTED BY STREAMS, DITCHES, PONDS, OR LAKES.

RESIDUAL ROAD FRONTAGE : U.S. 113 – 200'±
RESIDUAL ROAD FRONTAGE : COUNTY ROAD 213 – 1780'±

EXISTING STRUCTURES LOCATED ON SITE
EXISTING EASEMENTS LOCATED ON SITE

OWNER/DEVELOPER:
MILFORD PONDS, LLC
179 REHOBOTH AVENUE, SUITE 1081
REHOBOTH BEACH, DE 19971

ENGINEER/SURVEYOR:
DAVIS, BOWEN & FRIEDEL, INC.
1 PARK AVENUE
MILFORD, DE 19963
(302) 424-1441

PROPOSED PUD REQUIREMENTS

A. SINGLE FAMILY DWELLING UNITS:

–MINIMUM LOT SIZE:	5,000 SQUARE FEET
–MINIMUM LOT WIDTH:	50 FEET
–MINIMUM LOT DEPTH:	100 FEET
–MINIMUM FRONT YARD:	18 FEET FROM RIGHT-OF-WAY TO GARAGE DOOR, AND 15 FEET FROM RIGHT-OF-WAY TO FRONT PORCH OR NON-GARAGE BUILDING FOUNDATION. (ALLOW 5 FOOT ENCROACHMENT FOR FRONT STOOP OR STEPS.)
–MINIMUM SIDE YARD:	LOT < 60' WIDE = 10' TOTAL SETBACK LOT > 60' WIDE = 14' TOTAL SETBACK MINIMUM 3' ON EACH SIDE
–MINIMUM REAR YARD:	15 FEET
–OFF STREET PARKING:	2 SPACES PER DWELLING UNIT AND MAY INCLUDE GARAGE AND TANDEM PARKING SPACE. TANDEM SPACE TO BEGIN AT THE RIGHT-OF-WAY LINE.
–MAXIMUM BUILDING HEIGHT:	2.5 STORIES AND 35 FEET MEASURED IN ACCORDANCE WITH CURRENT CITY CODE REQUIREMENTS.
–MAXIMUM LOT COVERAGE:	60% OF LOT AREA
–MAXIMUM FENCE/WALL HEIGHT:	8 FEET AND ALLOWED TO BE PLACED WITHIN BUILDING RESTRICTION LINE

B. MULTI-FAMILY BUILDINGS:

–MINIMUM FRONT SETBACK:	18 FEET FROM A PUBLIC STREET, 5 FEET FROM A PRIVATE DRIVE ISLE FOR RESIDENTIAL STRUCTURES AND 0 FEET FROM A PRIVATE DRIVE AISLE FOR FREE STANDING GARAGE.
–MINIMUM BUILDING SEPARATION:	20 FEET FROM CLOSEST POINT OF FOUNDATION WALL TO CLOSEST POINT OF FOUNDATION WALL OF ADJACENT BUILDING.
–MINIMUM REAR YARD:	20 FEET
–OFF STREET PARKING:	2 SPACES PER DWELLING UNIT AND MAY INCLUDE GARAGE AND TANDEM PARKING SPACE.
–MAXIMUM BUILDING HEIGHT:	4 STORIES AND 48 FEET MEASURED IN ACCORDANCE WITH CURRENT CITY CODE REQUIREMENTS
–MAXIMUM FENCE/WALL HEIGHT:	8 FEET AND ALLOWED TO BE PLACED WITHIN BUILDING RESTRICTION LINE
–REQUESTED MAXIMUM UNITS PER BUILDING:	24 UNITS

C. CLUBHOUSE FACILITY:

–MINIMUM FRONT YARD:	18 FEET FROM A PUBLIC STREET
–MINIMUM SIDE YARD:	20 FEET FROM A PUBLIC STREET
–MINIMUM REAR YARD:	30 FEET FROM A PUBLIC STREET
–MINIMUM LOT AREA:	1.0 ACRES
–OFF STREET PARKING:	1 SPACE FOR EACH 250 SQUARE FEET OF GROSS FLOOR AREA.
–MAXIMUM BUILDING HEIGHT:	2.5 STORIES AND 40 FEET MEASURED IN ACCORDANCE WITH CURRENT CITY CODE REQUIREMENTS, AND 48 FEET MEASURED TO THE TOP OF ANY SPECIAL ARCHITECTURAL FEATURES (STEEPLES, TOWERS, SILOS, ETC.)
–MAXIMUM FENCE/WALL HEIGHT:	8 FEET AND ALLOWED TO BE PLACED WITHIN BUILDING RESTRICTION LINE

D. SIGNS:

–SITE SIGNS:	SITE SIGNS SHALL MEET THE REQUIREMENTS OF CHAPTER 230 ARTICLE VI SIGNS WITH THE CLARIFICATION THAT THE MINIMUM SIZE OF THE PERMANENT SUBDIVISION SIGN SHALL INCORPORATE THE SIGN FACE ONLY AND SHALL NOT INCLUDE THE ASSOCIATED MONUMENTAL STRUCTURE TO WHICH IT IS AFFIXED

E. DEVIATIONS FROM CHAPTER 200 OR 230:

1. A REDUCED R.O.W. FROM 60' TO 28'. TO COMPENSATE FOR THIS AN 18' EASEMENT IS PROVIDED ON EACH SIDE OF THE ROAD THAT TOTALS 64' FOR ACCESS AND UTILITY WORK.
2. THE PAVEMENT WIDTH OF THE ROADS IN PHASE 2 AND PHASE 3 ARE 22' WIDE CONSISTENT WITH PHASE 1.

WETLANDS STATEMENT

I, _____, STATE THAT THE BOUNDARIES OF WATERS OF THE UNITED STATES INCLUDING WETLANDS SUBJECT TO THE CORPS OF ENGINEERS REGULATORY PROGRAM DELINEATED UPON THIS PLAN HAVE BEEN DETERMINED USING MY PROFESSIONAL JUDGEMENT IN ACCORDANCE WITH THE 1987 CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL, REGULATIONS AND SUPPLEMENTAL GUIDANCE (33 CFR 328.3 (a)(8), WATERS OF THE U.S. DEFINITION/CECW-OR, 10-7-1991, QUESTIONS AND ANSWERS ON THE 1987 COE MANUAL/CECW-OR, 9-26-1990, RGL 90-7/CECW-OR, 3-6-1992, CLARIFICATION AND INTERPRETATION OF THE 1987 MANUAL). THIS DELINEATION HAS NOT BEEN CONDUCTED FOR USDA PROGRAM OR AGRICULTURAL PURPOSES.

THE BOUNDARIES OF STATE REGULATED WETLANDS ON THIS PROPERTY WERE DETERMINED IN ACCORDANCE WITH DNREC WETLAND MAP NO. DNR-209

_____ DATE

_____
SOCIETY OF WETLANDS SCIENTISTS
CORPS OF ENGINEERS, CERTIFIED WETLAND DELINEATOR

OWNERS CERTIFICATION

I, MILFORD PONDS, LLC, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED ON THIS PLAN, THAT THE PLAN WAS MADE AT MY DIRECTION, THAT ALL STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC USE AND THAT ALL PROPOSED MONUNENTS AND MARKERS SHOWN HEREON WILL BE SET AT THE LOCATION INDICATED, AND THAT I ACKNOWLEDGE THE SAME TO BE MY ACT AND DESIRE THE PLAN TO BE DEVELOPED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

DATE:_____ SIGNATURE_____
JOEL SENS
MILFORD PONDS, LLC
MANAGING PARTNER

ENGINEERS CERTIFICATION

I, RING W. LARDNER HEREBY CERTIFY THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

DATE:_____ SIGNATURE _____
RING W. LARDNER, P.E.

CITY OF MILFORD APPROVAL

_____ _____ _____
PRINT NAME CITY MANAGER DATE

CITY ENGINEER APPROVAL

CONSTRUCTION IMPROVEMENTS PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH THE CITY OF MILFORD'S STANDARD SPECIFICATIONS FOR INSTALLATION OF UTILITY CONSTRUCTION PROJECTS AND SUBDIVISION PAVEMENT DESIGN. THE OWNER AND THEIR ENGINEER AND/OR SURVEYOR ASSUME ALL RESPONSIBILITY FOR THE DESIGN AS CONTEMPLATED HEREIN AND ACCURACY OF ALL INFORMATION SHOWN HEREON.

_____ _____ _____
PRINT NAME CITY ENGINEER DATE

CITY OF MILFORD GENERAL NOTES

1. THE BOUNDARY INFORMATION SHOWN ON THESE DRAWINGS IS BASED ON A SURVEY PERFORMED BY DAVIS BOWEN AND FRIEDEL, INC, ON 2005.
2. A TOPOGRAPHIC SURVEY WAS PERFORMED BY DAVIS, BOWEN & FRIEDEL, INC. OF MILFORD, DELAWARE IN 2018. ELEVATIONS ARE BASED ON CONTROL MONUMENT IRCS NEAR THE INTERSECTION OF CANNER'S COURT AND PATCHWORK DRIVE, WITH AN ELEVATION OF 36.04 NGVD88.
3. HORIZONTAL DATUM IS BASED ON DELAWARE STATE GRID, NAD83/91, CONTROL MONUMENTS IRCS NEAR THE INTERSECTION OF CANNER'S COURT AND PATCHWORK DRIVE, WITH AN ELEVATION OF 36.04.
4. HYDRIC SOILS ARE INDICATED AS BEING PRESENT ACCORDING TO THE SUSSEX COUNTY SOIL SURVEY.
5. EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETENESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATION AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTOR'S EXPENSE. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY DELMARVA (800–282–8555) A MINIMUM OF THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO ANY EXCAVATION.
6. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. MATERIALS AND WORKMANSHIP SHALL MEET THE REQUIREMENTS OF THE CITY OF MILFORD STANDARD SPECIFICATIONS FOR INSTALLATION OF UTILITY CONSTRUCTION AND SUBDIVISION PAVEMENT DESIGN, AND ALL APPLICABLE AGENCIES HAVING JURISDICTION OVER THE PROPOSED IMPROVEMENTS.
7. USE ONLY SUITABLE AND APPROVED GRANULAR MATERIAL FOR BACK FILLING TRENCHES.
8. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL RIGHT–OF–WAY LINES AND PROPERTY LINES TO HIS OWN SATISFACTION. ANY DISTURBED AREAS BEYOND THE RIGHT–OF–WAY OR EASEMENT LINES SHALL BE RESTORED IMMEDIATELY TO THEIR ORIGINAL CONDITION.
9. ALL VALVE CLOSURES AND CUT–INS SHALL BE COORDINATED WITH THE CITY. CITY OFFICIALS WILL CARRY OUT ALL NECESSARY VALVE CLOSURES. CONTRACTOR SHALL COORDINATE ISOLATION OF EXISTING WATER MAINS WITH THE CITY AND NOTIFY AFFECTED RESIDENTS AT LEAST 48 HOURS PRIOR TO CUT–IN.
10. PIPELINE DETECTION TAPE SHALL BE COLOR CODED, APPROPRIATELY LABELED, AND INSTALLED 18 INCHES BELOW THE GROUND SURFACE AND DIRECTLY ABOVE ALL PROPOSED NON–METALLIC WATER MAIN, SEWER MAIN, SEWER LATERALS, AND WATER SERVICES.
11. CONDUCIVE TRACER WIRE SHALL BE INSTALLED WITH ALL NON–METALLIC WATER PIPE AND SERVICES; AND ALONG ALL SEWER LATERALS AND FORCEMAIN. WIRE SHALL BE SECURED TO THE PIPE AND SHALL BE SECURELY BONDED TOGETHER AT ALL WIRE JOINTS WITH APPROVED WATERTIGHT CONNECTORS. TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES, METER PITS, CLEANOUTS, AND AIR RELEASE VALVES.
12. PRIOR TO ISOLATION AND CUT–IN PROCEDURES, CONTRACTOR SHALL EXCAVATE, LOCATE, AND OBSERVE FUNCTION OF ALL EXISTING VALVES TO ASSIST IN THE SYSTEM ISOLATION.
13. SHOP DRAWINGS FOR ANY ITEM(S) WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE ORDERING OF AND/OR INSTALLATION OF THE ITEM(S).
14. ALL SANITARY SEWER MAINS AND FORCEMAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 42 INCHES AS MEASURED FROM THE TOP OF PIPE TO PROPOSED GRADE. SEWER LATERALS SHALL HAVE A MINIMUM DIAMETER OF SIX (6) INCHES AND HAVE A MINIMUM COVER OF 36 INCHES.
15. THERE SHALL BE A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER MAINS AND FORCEMAINS OF 10 FEET, AS MEASURED FROM EDGE OF PIPE TO EDGE OF PIPE. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 18 INCHES BETWEEN WATER MAINS AND SANITARY SEWER MAINS OR FORCEMAINS AT CROSSINGS. ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO THAT BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE AT CROSSINGS.
16. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 12 INCHES BETWEEN ANY STORM DRAIN PIPE AND ANY WATER MAIN OR SEWER MAIN. IF 12 INCHES CANNOT BE MAINTAINED, A MINIMUM OF SIX (6) INCHES IS REQUIRED AND PROVISIONS SHALL BE MADE ACCEPTABLE TO THE CITY OF MILFORD FOR PROPERLY ENCASING THE PIPE IN CONCRETE.
17. FLOODPLAIN: THIS SITE LIES WITHIN ZONE AE (AREAS WITHIN THE 100–YEAR FLOODPLAIN) AND ZONE X (AREAS OUTSIDE THE 500–YEAR FLOODPLAIN) AS DETERMINED BY FEMA FIRM PANEL 10005C0041K, DATED MARCH 16, 2015.
18. ALL ROADWAYS ARE TO BE SWEPT FREE OF SEDIMENT ON A DAILY BASIS.
19. THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESET OR RECONSTRUCT ALL OBSTRUCTIONS IN THE WORK AREA, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGNS, LANDSCAPING, LIGHTING, PLANTERS, CULVERTS, DRIVEWAYS, PARKING AREAS, CURBS, GUTTERS, FENCES, OR OTHER NATURAL OR MAN–MADE OBSTRUCTIONS. TRAFFIC CONTROL REGULATORY, WARNING AND INFORMATIONAL SIGNS SHALL REMAIN FUNCTIONAL AND VISIBLE TO THE APPROPRIATE LANES OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE. THE COST SHALL BE INCLUDED IN THE COST OF ITEMS BID.
20. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PAVING IS INSTALLED TO THE ELEVATIONS SHOWN AND THAT NO PONDING OF WATER WILL OCCUR AFTER PAVING IS COMPLETE. PONDING IS DEFINED AS WATER STANDING IN AN AREA MORE THAN 1 HOUR AFTER A RAINFALL EVENT THAT PRODUCES RUNOFF. ELIMINATION OF PONDING WILL BE COMPLETED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
21. THE STORM DRAINAGE SYSTEM HAS BEEN DESIGNED USING THE CRITERIA OF THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION DEVELOPMENT COORDINATION MANUAL, LATEST EDITION.
22. ALL FIRE LANES, FIRE HYDRANTS, EXITS, AND STANDPIPES WILL BE MARKED IN ACCORDANCE WITH STATE FIRE PREVENTION REGULATIONS.
23. DELAWARE REGULATIONS PROHIBIT THE BURIAL OF CONSTRUCTION DEMOLITION DEBRIS, INCLUDING TREES AND STUMPS ON CONSTRUCTION SITES. ANY SOLID WASTE FOUND DURING THE EXCAVATION FOR STRUCTURES AND UTILITY LINES ON AND OFF SITE MUST BE REMOVED AND PROPERLY DISCARDED. ANY REMEDIAL ACTION REQUIRED IS THE RESPONSIBILITY OF THE OWNER.
24. DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
25. CONTRACTOR SHALL GRADE, TOPSOIL, SEED AND MULCH ALL DISTURBED AREAS OF CONSTRUCTION, INCLUDING PIPE INSTALLATION OR DITCH CONSTRUCTION. EROSION CONTROL MATTING SHALL BE PROVIDED ON ALL SLOPES GREATER THAN 3:1.
26. THE OWNER AND/OR THEIR CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE SERVICES OF A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF DELAWARE FOR THE PERMANENT RE–ESTABLISHING OF ANY PROPERTY MARKERS OR MONUMENTS DISTURBED DURING CONSTRUCTION. A SURVEY AND METES AND BOUNDS THAT INCLUDES THE RE–ESTABLISHED MARKER(S) OR MONUMENT(S) SHALL BE PRESENTED TO THE PROPERTY OWNER FOR COMPARISON WITH THE ORIGINAL PLAT, FOR VERIFICATION.
27. THE OWNER SHALL BE RESPONSIBLE FOR THE SHORT–TERM MAINTENANCE OF ANY AND ALL STORMWATER MANAGEMENT FACILITIES AND STORM SEWER SYSTEMS UNTIL SUCH TIME THE LONG–TERM MAINTENANCE RESPONSIBILITIES CAN BE TRANSFERRED TO A LEGALLY–ESTABLISHED HOMEOWNERS ASSOCIATION OR OTHER RESPONSIBLE ENTITY.
28. THE CITY OF MILFORD WILL ASSUME OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF WATER AND SEWER PIPES AND APPURTENANCES, INSTALLED WITHIN CITY RIGHT–OF–WAY AND EASEMENTS DEDICATED TO THE CITY, STORM SEWER PIPES AND CATCH BASINS, INSTALLED FULLY WITHIN CITY RIGHT–OF–WAY; ONCE THE FOLLOWING CONDITIONS HAVE BEEN MET:
    28.1. ALL ITEMS HAVE PASS CITY INSPECTION;
    28.2. THE CITY HAS RECEIVED AND APPROVED DIGITAL HARD COPIES OF THE RECORD DRAWINGS; AND
    28.3. THE RIGHTS–OF–WAY AND/OR EASEMENTS HAVE BEEN DEEDED TO THE CITY AND RECORDED WITH THE RECORDER OF DEEDS.
29. SEWER AND WATER CAPACITY ARE NOT GUARANTEED UNTIL BUILDING PERMITS ARE ISSUED, ALL FEES ARE PAID AND SUITABLE UTILITIES ARE IN PLACE FOR PROPER CONVEYANCE, TREATMENT AND DISPOSAL.
30. PRELIMINARY APPROVAL FROM PLANNING COMMISSION SHALL BE VOID AFTER ONE (1) YEAR, UNLESS AN EXTENSION IS REQUESTED BY THE OWNER AND APPROVED, FOR GOOD CAUSE, BY THE PLANNING COMMISSION PRIOR TO THE DATE OF EXPIRATION.
31. THE APPROVAL OF A CONDITIONAL USE IS VALID FOR ONE YEAR. UNLESS PERMITS ARE OBTAINED OR CONSTRUCTION OR USE IS SUBSTANTIALLY UNDERWAY, ALL PROVISIONS ARE AUTOMATICALLY RESCINDED.
32. FINAL APPROVAL FROM THE CITY SHALL BECOME VOID IF THE FINAL RECORD PLAT IS NOT RECORDED WITHIN 90 DAYS OF THE DATE OF PLANNING COMMISSION'S GRANTING OF FINAL APPROVAL. IF CONSTRUCTION OF THE APPROVED IMPROVEMENTS IS NOT SUBSTANTIALLY UNDERTAKEN WITHIN ONE (1) YEAR OF FINAL SITE PLAN APPROVAL, THE SITE PLAN APPROVAL SHALL BE VOID. THE APPLICANT MAY REQUEST A ONE (1) YEAR EXTENSION FROM THE PLANNING COMMISSION FOR GOOD CAUSE.
33. THE APPLICANT IS RESPONSIBLE TO ENSURE THAT ALL CITY AND/OR AGENCY CONSTRUCTION PERMIT APPLICATIONS HAVE BEEN COMPLETED, SUBMITTED, AND ALL APPLICABLE FEES HAVE BEEN PAID PRIOR TO COMMENCING CONSTRUCTION. THE CITY SHALL NOT BE HELD RESPONSIBLE FOR AN ANTICIPATED CONSTRUCTION START DATE THAT IS NOT MET DUE TO THE APPLICANT OR HIS/HER CONTRACTOR NOT HAVING MET THE CONSTRUCTION PERMITTING REQUIREMENTS.
34. AS A CONDITION OF THE APPROVAL OF THE CONSTRUCTION DRAWINGS, AND PRIOR TO THE START OF CONSTRUCTION, THE APPLICANT MAY BE REQUIRED TO ENTER INTO A FORMAL PUBLIC WORKS AGREEMENT WITH THE CITY AND/OR TO POST A COMPLETION GUARANTY FOR ANY IMPROVEMENTS WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY. THE GUARANTY SHALL BE IN AN AMOUNT EQUAL TO 150% OF THE COST OF THE IMPROVEMENTS AS ESTIMATED OR APPROVED BY THE CITY ENGINEER. THE GUARANTY SHALL BE IN THE FORM OF A BOND OR FUNDS DEPOSITED INTO AN ESCROW ACCOUNT. THE PUBLIC WORKS AGREEMENT AND THE GUARANTY SHALL BE REVIEWED AND APPROVED BY THE CITY SOLICITOR. THE COMPLETION GUARANTY SHALL NOT BE RELEASED UNTIL A MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE IMPROVEMENTS HAS BEEN SUBMITTED.
35. A MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE CONSTRUCTION VALUE FOR ANY CONSTRUCTED IMPROVEMENTS AND A PERFORMANCE BOND IN THE AMOUNT OF 125% OF THE CONSTRUCTION VALUE FOR ANY UNCOMPLETED WORK SHALL BE PROVIDED IN ORDER TO ACHIEVE FINAL COMPLETION OF THE IMPROVEMENTS AND RELEASE OF ANY COMPLETION GUARANTY. THE MAINTENANCE PERIOD SHALL BE A MINIMUM OF ONE YEAR AND ALL CONSTRUCTION VALUES MUST BE SUBMITTED TO, REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO THE ISSUANCE OF ANY BONDS.

CITY OF MILFORD GENERAL NOTES CONTINUED

36. UPON COMPLETION OF THE CONSTRUCTION IMPROVEMENTS AND PRIOR TO THE RELEASE OF ANY DEVELOPER'S COMPLETION GUARANTEE, THE DEVELOPER SHALL PROVIDE THE CITY ENGINEER A DRAFT PAPER SET OF DETAILED RECORD PLANS (PLAN VIEW AND PROFILE SHEETS). RECORD INFORMATION SHALL BE PLACED ON THE APPROPRIATE DRAWINGS. ORIGINAL DESIGN ELEVATION AND/OR DISTANCE INFORMATION SHALL BE STRUCK THROUGH WITH A FINE LINE AND THE RECORD INFORMATION SHALL BE INSERTED NEXT TO IT. WHEN THE DRAFT SET OF DRAWINGS HAS BEEN APPROVED BY THE CITY, THREE (3) FINAL PAPER COPIES SHALL BE SUBMITTED, SIGNED AND SEALED BY THE OWNER'S ENGINEER OR SURVEYOR. ADDITIONALLY, A CD SHALL BE PROVIDED WITH DIGITAL RECORD INFORMATION IN AUTOCAD FORMAT (VERSION 2018 OR LATER). THE DIGITAL INFORMATION SHALL BE ON DELAWARE STATE PLANE, NAD 83 HORIZONTAL CONTROL AND NAVD88 VERTICAL CONTROL. RECORD PLAN INFORMATION SHALL INCLUDE SURVEYED AS–BUILT ELEVATIONS AND HORIZONTAL LOCATIONS OF THE FOLLOWING:
    36.1. ALL PROPERTY MONUMENTS/MARKERS;
    36.2. SEWER MANHOLE RIM & INVERT ELEVATIONS, WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED, PUMP STATION RIM, BOTTOM & INVERT ELEVATIONS WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED, FOREMAIN INVERT ELEVATIONS EVERY 50 FEET, FORCEMAIN AIR RELEASE VALVE RIM & INVERT ELEVATIONS, SEWER CLEANOUT RIM & INVERT ELEVATIONS, AND GREASE TRAP RIM, BOTTOM & INVERT ELEVATIONS;
    36.3. WATER VALVES, FIRE HYDRANTS, METER VAULTS, METER PITS, AND CURB STOPS;
    36.4. STORM SEWER CATCH BASIN AND/OR MANHOLE GRATE; RIM & INVERT ELEVATIONS WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED; AND
    36.5. ANY OTHER ITEM WHICH WILL BE TAKEN OVER BY THE CITY.
37. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT (302) 422–1110 A MINIMUM OF TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND SCHEDULE A PRE–CONSTRUCTION MEETING. THE SITE CONTRACTOR AND THE OWNER, OR HIS/HER REPRESENTATIVE SHALL BE IN ATTENDANCE.
38. THERE ARE SOURCEWATER PROTECTION AREAS ON THIS SITE.
39. WETLANDS EXIST ON THIS SITE. REFER TO THE DATA COLUMN ON SHEET R1.0 FOR TOTAL ACREAGE. WETLAND DELINEATION IS SHOWN ON ALL PLAN VIEWS.
40. UPON RECORDATION OF THIS PLAT, THE CITY WILL HAVE THE RIGHT OF INGRESS AND EGRESS TO ALL MULTIFAMILY AREAS FOR THE PURPOSE OF MAINTAINING UTILITIES AND FOR TRASH REMOVAL SERVICES.

CIVIL PLAN GENERAL NOTES

1. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND SHALL APPRISE AND COORDINATE DURING ALL PHASES OF CONSTRUCTION:
    1.1 DAVIS, BOWEN & FRIEDEL, INC. 302–424–1441.
    1.2 KENT CONSERVATION DISTRICT 302–741–2600, EXT. 2.
    1.3 CITY OF MILFORD PUBLIC WORKS DEPARTMENT 302–422–1110, EXT. 1110.
    1.4 CITY OF MILFORD ELECTRIC DEPARTMENT 302–422–1110, EXT. 1135.
    1.5 DEPARTMENT OF TRANSPORTATION, CENTRAL DISTRICT PERMITS SUPERVISOR 302–760–2433.
2. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY DEVIATION FROM THESE PLANS UNLESS WRITTEN APPROVAL HAS BEEN PROVIDED BY THE ENGINEER.
3. FINAL APPROVED SET OF PLANS AND SPECIFICATIONS SHALL BE MAINTAINED ON THE JOB SITE. FAILURE TO COMPLY WITH THIS PROVISION SHALL BE CONSIDERED CAUSE TO STOP THE WORK.
4. THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF CONTRACT DRAWINGS ON WHICH HE SHALL NOTE, IN RED, THE ALIGNMENTS AND INVERTS OF ALL UNDERGROUND UTILITIES INSTALLED OR ENCOUNTERED DURING THE PROSECUTION OF THE WORK. ALL DISCREPANCIES BETWEEN THE PLAN LOCATIONS AND ELEVATIONS OF BOTH THE EXISTING AND PROPOSED UTILITIES SHALL BE SHOWN ON THE AS–BUILT DRAWINGS TO BE MAINTAINED BY THE CONTRACTOR IN THE FIELD. FINAL SET OF APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS SHALL BE MAINTAINED ON THE JOB SITE AT ALL TIMES. FAILURE TO COMPLY WITH THIS PROVISION SHALL BE CONSIDERED CAUSE TO STOP THE WORK.
5. THE CONTRACTOR SHALL USE ONLY NEW MATERIALS, PARTS, AND PRODUCTS. ALL MATERIALS SHALL BE STORED SO AS TO ASSURE THE PRESERVATION OF THEIR QUALITY AND FITNESS FOR THE INTENDED WORK.
6. ROUTINE PERIODIC INSPECTIONS DURING CONSTRUCTION WILL BE PROVIDED BY THE OWNER AND THE CITY. THESE INSPECTIONS DO NOT RELIEVE THE CONTRACTOR FROM HIS OBLIGATION AND RESPONSIBILITY FOR CONSTRUCTING ALL WORK IN STRICT ACCORDANCE WITH ALL STANDARDS AND SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.
7. CONTRACTOR SHALL PROVIDE STAKEOUT SURVEY NECESSARY FOR THE INSTALLATION OF UTILITY WORK AND APPURTENANES AS REQUIRED PER THE CITY OF MILFORD STANDARDS AND SPECIFICATIONS.

POTABLE WATER DISTRIBUTION GENERAL NOTES

1. ALL WATER DISTRIBUTION WORK SHALL COMPLY WITH THE CITY OF MILFORD WATER MAIN CONSTRUCTION SPECIFICATIONS, LATEST EDITION. CONTRACTOR SHALL OBTAIN A COPY FROM CITY OF MILFORD PRIOR TO BIDDING ON THE JOB. FAILURE TO OBTAIN A COPY OF THE SPECIFICATIONS SHALL NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY. ANY ADDITIONAL COSTS CAUSED BY THE FAILURE TO FOLLOW THE SPECIFICATIONS SHALL BE AT THE SOLE COST OF THE CONTRACTOR.
2. ALL TRENCHING, PIPE LAYING, AND BACKFILLING SHALL BE IN ACCORDANCE WITH FEDERAL OSHA REGULATIONS.
3. THE CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING WATER LATERALS TO WHICH NEW CONSTRUCTION WILL CONNECT.
4. DIFFERING SITE CONDITIONS AND/OR DIFFERING MATERIAL PROPERTIES SHALL REQUIRE CITY OF MILFORD OR DESIGNEE APPROVAL OF SPECIAL DESIGN DETAILS PREPARED BY THE DESIGN ENGINEER PRIOR TO INITIATING OR RESUMING CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOLLOWING EXCAVATIONS FOR INSPECTION AND EVALUATION OF EXISTING SOIL SUBGRADE CONDITIONS BY CITY OF MILFORD OR DESIGNEE. CITY OF MILFORD OR DESIGNEE SHALL INSPECT ALL LATERAL SUBGRADES FOLLOWING EXCAVATION AND PRIOR TO CONSTRUCTION OF NEW WORK TO CONFIRM DESIGN CONDITIONS ARE MET AND SUBGRADE CONDITIONS ARE SUITABLE FOR CONSTRUCTION. IN THE EVENT THE SOIL BEARING CAPACITY IS LESS THAN THE MINIMUM DESIGN VALUE, CITY OF MILFORD OR DESIGNEE SHALL CAUSE AFFECTED CONSTRUCTION TO CEASE AND SHALL NOTIFY THE DESIGN ENGINEER FOR RE–DESIGN TO ACCOMMODATE THE REDUCED SOIL BEARING CAPACITY.
6. IN THE EVENT THE SUBGRADE CONDITION IS UNSTABLE, DUE TO UNSUITABLE MATERIALS AND/OR GROUNDWATER INFILTRATION/INTRUSION INTO THE SURROUNDING SOILS, AS DETERMINED BY CITY OF MILFORD OR DESIGNEE, THE CONTRACTOR SHALL, AS DIRECTED BY CITY OF MILFORD OR DESIGNEE, REMOVE THE UNSUITABLE MATERIAL AND FILL WITH SUITABLE APPROVED GRANULAR FILL MATERIAL.
7. CONTRACTOR SHALL EXTEND LATERAL BELOW ANY CONFLICTS OR OBSTRUCTIONS TO PROVIDE REQUIRED CLEARANCES. COST SHALL BE INCLUDED IN THE PRICE OF THE CONTRACT.
8. THROUGHOUT THE PROJECT, WHERE WATER MAINS ARE LOCATED IN, ACROSS OR ADJACENT TO DRAINAGE DITCHES AND SWALES, THE CONTRACTOR SHALL RESTORE DISTURBED AREAS TO THEIR ORIGINAL CONDITION AND VEGETATE AS REQUIRED.
9. ALL WATER MAINS SHALL BE HYDROSTATICALLY TESTED AND DISINFECTED IN ACCORDANCE WITH CITY OF MILFORD STANDARDS AND SPECIFICATIONS BEFORE ACCEPTANCE.
10. THE CONTRACTOR WILL INSTALL THE WATER SERVICE TO THE GROUND MARKER AS SHOWN ON THE STANDARD DETAILS. THE WATER METER AND PIT ASSEMBLY WILL BE PURCHASED BY THE DEVELOPER AND INSTALLED BY THE CITY OF MILFORD.
11. ALL FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT RESTRAINT AND AWWA APPROVED. SEE THE CITY OF MILFORD STANDARDS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION. ALL FITTINGS SHALL BE THRUST RESTRAINED AS SHOWN ON THE STANDARD DETAILS.
12. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO LOCATE PROPERTY LINES, EASEMENTS, AND RIGHT–OF–WAY LINES PRIOR TO CONSTRUCTION AND AVOID CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY AND/OR RIGHTS OF WAYS WHERE SAID CONSTRUCTION IS PROHIBITED. THE CONTRACTOR MAY CONDUCT CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY PROVIDED HE HAS OBTAINED PRIOR WRITTEN PERMISSION FROM THE PROPERTY OWNER AND HAS SUBMITTED A COPY OF SAID WRITTEN PERMISSION TO THE CITY OF MILFORD. ANY DISTURBED AREAS BEYOND THE RIGHT–OF–WAY OR EASEMENT LINES SHALL BE RESTORED IMMEDIATELY TO THEIR ORIGINAL CONDITION. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE COST OF ITEMS BID.

INTERNAL PAVING NOTES

1. BITUMINOUS CONCRETE ASPHALT SHALL BE INSTALLED IN ACCORDANCE WITH THE AUGUST 2016 DelDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION TO INCLUDE SPECIAL PROVISIONS:
    1.1. SECTION 1011 FOR PLACEMENT OF TACK COAT.
    1.2. SECTION 401 FOR PLACEMENT OF BITUMINOUS CONCRETE ASPHALT
    1.3. BITUMINOUS CONCRETE ASPHALT SHALL BE FROM A DelDOT APPROVED PLANT.
    1.4. BITUMINOUS CONCRETE ASPHALT SHALL NOT BE APPLIED WHEN BELOW TEMPERATURES SPECIFIED IN SECTION 401.03.F.
2. ALL DISTURBED AREAS NOT COVERED WITH IMPERVIOUS MATERIAL, SHALL BE TOPSOILED (6" MINIMUM), FERTILIZED, SEEDED AND MULCHED.
3. ALL SIGNING AND MAINTENANCE OF TRAFFIC IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL FOLLOW THE 2011 DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
4. DESIGN, FABRICATION, AND INSTALLATION OF ALL PERMANENT SIGNING SHALL BE AS OUTLINED IN THE 2011 DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
5. FOR FINAL PERMANENT PAVEMENT MARKINGS, EPOXY RESIN PAINT SHALL BE REQUIRED FOR LONG LINE STRIPING AND THERMO WILL BE REQUIRED FOR SHORT LINE STRIPING, i.e. SYMBOLS/LEGENDS.
6. ALL TRAFFIC CONTROL DEVICES SHALL BE IN NEW OR REFURBISHED CONDITION, SHALL COMPLY WITH THE 2011 DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION), AND SHALL BE NCHRP – 350 APPROVED AND SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED IN GOOD CONDITION FOR DURATION OF USE.
7. BREAKAWAY POSTS SHALL BE USED WHEN INSTALLING ALL SIGNS. DETAIL CAN BE FOUND IN DelDOT'S STANDARD CONSTRUCTION DETAILS.
8. PLAN LOCATION AND DIMENSIONS SHALL BE STRICTLY ADHERED TO UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
9. OPEN–CUT TRENCHES AND PROVIDE PAVEMENT RESTORATION IN ACCORDANCE WITH THE APPROPRIATE JURISDICTION'S STANDARDS AND SPECIFICATIONS. USE ONLY SUITABLE AND APPROVED GRANULAR MATERIALS FOR BACKFILLING TRENCHES.

SANITARY SEWER GENERAL NOTES

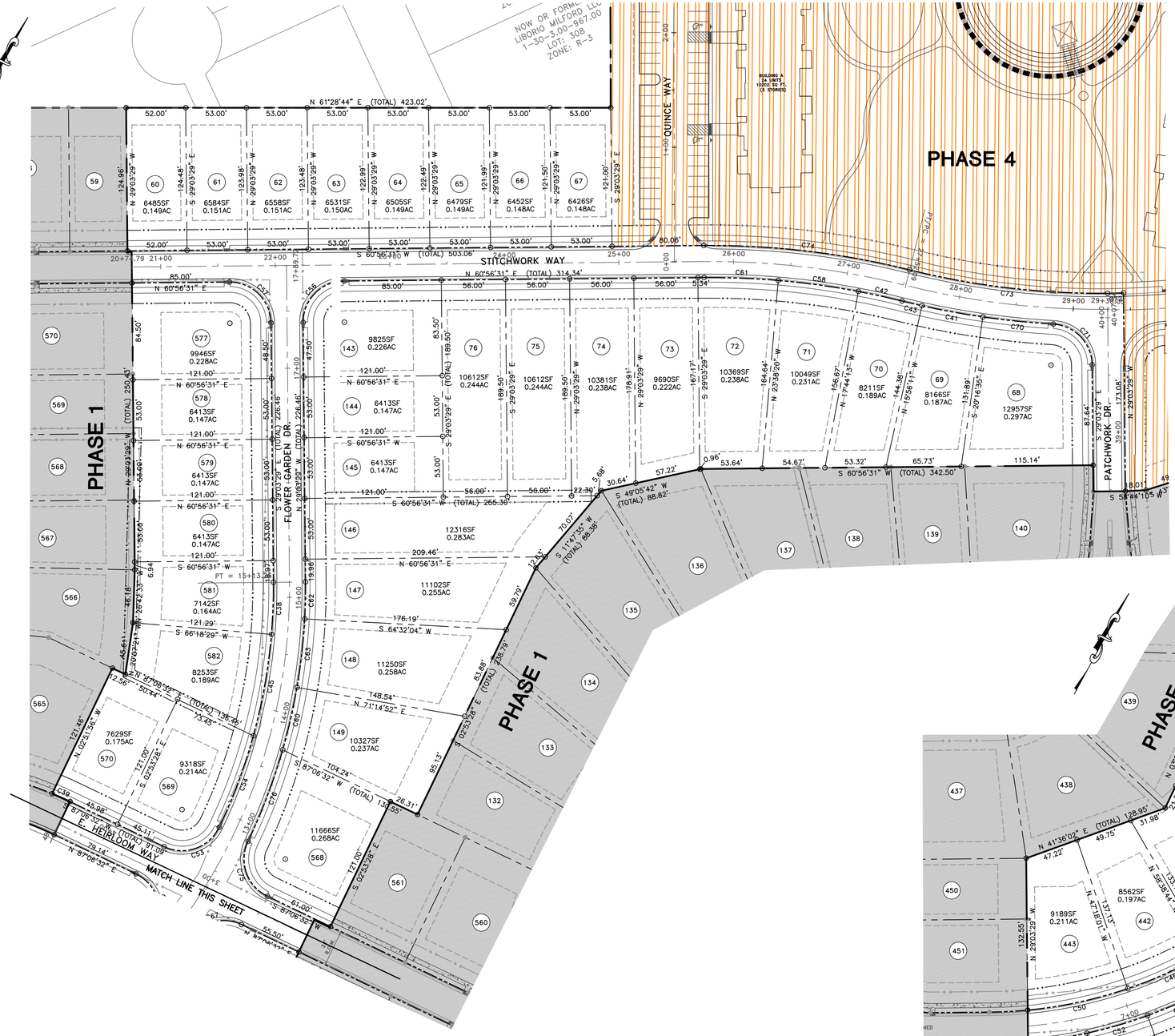
1. SANITARY SEWER CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MILFORD STANDARDS AND SPECIFICATIONS, AND DETAILS.
2. ALL SANITARY SEWER MATERIALS AND APPURTENANCES SHALL MEET OR EXCEED THOSE REQUIRED BY THE CITY OF MILFORD STANDARDS AND SPECIFICATIONS, AND DETAILS.
3. SANITARY SEWER LATERAL SHALL BE 8" PVC. SEWER LATERAL SHALL INCLUDE A 8" CLEANOUT, WYE, AND CAP JUST BEHIND THE ACCESS EASEMENT LINE.
4. ALL TRENCHING, PIPE LAYING, AND BACKFILLING SHALL BE IN ACCORDANCE WITH FEDERAL OSHA REGULATIONS.
5. TOP OF MANHOLE ELEVATIONS ARE TOP OF MANHOLE FRAME AND COVER.
6. PIPE SPAN LENGTHS ARE MEASURED FROM C/L OF STRUCTURE TO C/L OF STRUCTURE, WHERE APPLICABLE ARE ROUNDED TO THE NEAREST FOOT.
7. THE CONTRACTOR SHALL FIELD VERIFY INVERTS AND LOCATION OF EXISTING SANITARY SEWER MAINS OR MANHOLES TO WHICH NEW CONSTRUCTION WILL CONNECT.
8. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO LOCATE PROPERTY LINES, EASEMENTS, AND RIGHT–OF–WAY LINES PRIOR TO CONSTRUCTION AND AVOID CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY AND/OR RIGHTS OF WAYS WHERE SAID CONSTRUCTION IS PROHIBITED. THE CONTRACTOR MAY CONDUCT CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY PROVIDED HE HAS OBTAINED PRIOR WRITTEN PERMISSION FROM THE PROPERTY OWNER AND HAS SUBMITTED A COPY OF SAID WRITTEN PERMISSION TO THE CITY OF MILFORD. ANY DISTURBED AREAS BEYOND THE RIGHT–OF–WAY OR EASEMENT LINES SHALL BE RESTORED IMMEDIATELY TO THEIR ORIGINAL CONDITION. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE COST OF ITEMS BID.
9. DIFFERING SITE CONDITIONS AND/OR DIFFERING MATERIAL PROPERTIES SHALL REQUIRE CITY OF MILFORD APPROVAL OF SPECIAL DESIGN DETAILS PREPARED BY THE DESIGN ENGINEER PRIOR TO INITIATING OR RESUMING CONSTRUCTION ACTIVITIES.
10. THE CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOLLOWING EXCAVATIONS FOR INSPECTION AND EVALUATION OF EXISTING SOIL SUBGRADE CONDITIONS BY THE CITY OF MILFORD OR HIS/HER DESIGNEE. THE CITY OF MILFORD SHALL INSPECT ALL SUBGRADES FOLLOWING EXCAVATION AND PRIOR TO CONSTRUCTION OF NEW WORK TO CONFIRM DESIGN CONDITIONS ARE MET AND SUBGRADE CONDITIONS ARE SUITABLE FOR CONSTRUCTION. IN THE EVENT THE SOIL BEARING CAPACITY IS LESS THAN THE MINIMUM DESIGN VALUE, THE CITY OF MILFORD ENGINEER SHALL CAUSE AFFECTED CONSTRUCTION TO CEASE AND SHALL NOTIFY THE DESIGN ENGINEER FOR RE–DESIGN TO ACCOMMODATE THE REDUCED SOIL BEARING CAPACITY.
11. IN THE EVENT THE SUBGRADE CONDITION IS UNSTABLE, DUE TO UNSUITABLE MATERIALS AND/OR GROUNDWATER INFILTRATION/INTRUSION INTO THE SURROUNDING SOILS, AS DETERMINED BY THE CITY OF MILFORD, THE CONTRACTOR SHALL, AS DIRECTED BY THE CITY OF MILFORD ENGINEER, REMOVE THE UNSUITABLE MATERIAL AND FILL WITH SUITABLE APPROVED GRANULAR FILL MATERIAL.

DEMOLITION AND SAFETY GENERAL NOTES

1. MISS UTILITY OF DELMARVA SHALL BE NOTIFIED THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO EXCAVATION, AT 1–800–282–8555.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND ORDERS OF ANY PUBLIC BODY HAVING JURISDICTION. THE CONTRACTOR SHALL ERECT AND MAINTAIN, AS REQUIRED BY THE CONDITIONS AND PROGRESS OF THE WORK, ALL NECESSARY SAFEGUARDS FOR SAFETY AND PROTECTION.
3. THE CONTRACTOR SHALL OPEN ONLY THAT SECTION OF TRENCH OR ACCESS PITS WHICH CAN BE BACKFILLED AND STABILIZED AT THE END OF EACH WORKING DAY. STEEL PLATES SHALL BE USED ON ANY TRENCH OR ACCESS PITS WHICH MUST REMAIN OPEN OVERNIGHT. THIS REQUIREMENT DOES NOT APPLY TO AREAS COMPLETELY CLOSED AND SECURE FROM VEHICULAR OR PEDESTRIAN T

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C38	486.00'	45.52'	45.50'	S 26°22'30" E	5°21'58"
C39	516.00'	17.08'	17.08'	S 85°33'57" W	1°53'50"
C40	414.00'	44.59'	44.57'	N 23°08'16" E	6°10'18"
C41	714.00'	54.08'	54.07'	N 71°53'37" E	4°20'24"
C42	686.00'	38.85'	38.85'	N 73°53'08" E	3°14'43"
C43	714.00'	18.00'	18.00'	N 74°47'09" E	1°26'40"
C44	386.00'	76.15'	76.02'	S 25°42'12" W	11°18'09"
C45	486.00'	90.03'	89.91'	S 18°23'05" E	10°36'52"
C46	386.00'	76.43'	76.31'	S 37°01'38" W	11°20'43"
C47	414.00'	55.11'	55.07'	N 30°02'13" E	7°37'36"
C48	414.00'	52.15'	52.11'	N 52°42'44" E	7°13'02"
C49	284.00'	29.59'	29.58'	N 63°55'35" E	5°58'10"
C50	386.00'	89.50'	89.30'	S 49°20'32" W	13°17'06"
C51	414.00'	55.11'	55.07'	N 37°39'48" E	7°37'36"
C52	414.00'	55.11'	55.07'	N 45°17'25" E	7°37'36"
C53	36.00'	56.62'	50.97'	S 42°02'54" W	90°07'16"
C54	486.00'	85.38'	85.27'	S 08°02'41" E	10°03'56"
C55	284.00'	100.11'	99.60'	N 77°00'36" E	20°11'52"
C56	36.00'	56.55'	50.91'	N 15°56'31" E	90°00'00"
C57	36.00'	56.55'	50.91'	S 74°03'29" E	90°00'00"
C58	686.00'	70.66'	70.63'	N 69°18'44" E	5°54'06"
C59	514.00'	13.30'	13.30'	N 19°18'38" E	1°28'58"
C60	514.00'	55.93'	55.91'	N 15°38'05" W	6°14'06"
C61	686.00'	64.89'	64.86'	N 63°39'06" E	5°25'10"
C62	514.00'	32.23'	32.23'	N 27°15'42" W	3°35'34"
C63	514.00'	60.22'	60.19'	N 22°06'32" W	6°42'47"
C64	514.00'	95.64'	95.50'	N 13°14'19" E	10°39'41"
C65	36.00'	49.76'	45.90'	N 47°30'30" E	79°12'04"
C70	714.00'	61.80'	61.78'	N 67°14'38" E	4°57'33"
C71	36.00'	54.15'	49.19'	S 72°08'49" E	86°10'39"
C72	942.11'	14.00'	14.00'	S 60°01'29" W	0°51'06"
C73	686.00'	174.40'	173.93'	S 68°13'30" W	14°33'59"
C74	714.00'	181.52'	181.03'	S 68°13'30" W	14°33'59"
C75	36.00'	56.49'	50.87'	N 47°56'26" W	89°54'04"
C76	514.00'	85.47'	85.37'	N 07°45'13" W	9°31'38"
C77	36.00'	64.87'	56.44'	S 41°16'19" E	103°14'17"
C78	486.00'	82.32'	82.22'	S 15°11'58" W	9°42'18"



DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-4744

MILFORD PONDS - PHASE 3
CEDAR CREEK HUNDRED, CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

PHASE 3 RECORD PLAN

Revisions:

Date: FEBRUARY 2020
Scale: 1"=50'
Dwn.By: ADM
Proj.No.: 2875A001
Dwg.No.: R3.2

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KCI TECHNOLOGIES

ISO 9001:2008 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1352 Marrows Road, Suite 100 • Newark, DE 19711 • Phone 302-731-9176 • Fax 302-731-7807

January 30, 2020

City of Milford
201 South Walnut Street
Milford, Delaware 19963

Attention: Rob Pierce

Subject: Milford Ponds – Phase 2 and Phase 3 Construction Plans
KCI Job No. 131803632 – Task 09

Dear Mr. Pierce,

As requested, KCI Technologies performed a review of the Phase II and III of Milford Ponds Record/Construction Plans. This review was based on the City's Standard Specifications, and general engineering best practices. These plans were submitted by DBF and are dated March 2019.

We offer the following comments for consideration. The plans that were resubmitted addressed many comments but the plans still seem incomplete/lacking a lot of information (details, storm drain information, grading issues, missing pipes, missing/overlapping labels, plan views from phases not pertaining to phase 2 or 3, etc.). Many of the remaining comments are construction related which may be addressed once final construction plans are submitted. However, the Conditional Use and Record Plan comments shall be addressed prior to preliminary approval. In addition, revise the plans accordingly so that all drainage easements are at least 20' wide for both phases (in between lots 186 and 187 in phase 2 and all of phase 3) prior to preliminary approval. There may be additional construction comments once final plans are submitted. Please refer to the approved Phase 1 Plans and revise the Phase 2 and Phase 3 so that the setup for each plan is similar.

Conditional Use (PUD)

1. (General) A Planned Unit Development is defined as "a development providing housing of various densities, lot sizes, lot coverage and types, including related recreational and community facilities. The development may include commercial uses that are designed to serve the convenience needs of the residents of the development. The original approval from 2004 provided a total of 722 units,

including 150 condominiums, 228 townhouses and 344 single-family detached units. The revised PUD that was approved in 2018 provided a total of 700 units, including 459 single family detached units, 91 townhouses and 150 multi-family units. The proposed PUD has eliminated townhouses completely and provides 504 single-family detached dwellings and 264 multi-family units, for a total of 768 units. The Planning Commission and City Council will need to determine if the intent of a PUD is still met by the unit mix and layout being proposed. **Comment Noted – This will be addressed during the Public Hearing per response letter.**

2. (General) Currently, there are Townhouse Requirements listed in the PUD requirements. However, Townhomes are no longer proposed within this PUD. Remove the requirements of the Townhomes if they will not be proposed as a part of this project. **Addressed.**

3. (General) Include the request for the number of units per multi-family building for Phase 4 in the PUD table. This is not a waiver from Chapter 200, this is a deviation allowed under the PUD approval. **Comment Remains.**

4. (General) Provide the overall project density in dwelling units per acre in the Data Column. **Comment Remains – Add the total provided number of units in the phase 2 data column similar to what is shown in the phase 3 data column.**

5. (General) Revise the open space and recreational open space requirement calculations in the data column per Chapter 230-48-10(G) of the City's Zoning Code. **Comment Remains – Add the required open space calculation and provided open space to the Phase 2 Record and Construction Plan Cover Sheets.**

6. (General) In order to minimize issues with updating parcel numbers, addresses, and assessment information, coordinate with Sussex County Mapping Department for lot number arrangement. **Comment Remains – DBF is to meet with Sussex County Mapping Department per response letter.**

7. (General) Verify that there are 363 single-family dwelling units in Phase I. There were 364 single-family dwelling units in the current PUD and it is not clear where the change occurred in Phase I. **Comment Remains – Per DBF's response letter, one lot is proposed to be removed in Phase 1 and a revised record plan will be submitted and recorded to show this. Provide KCI and the City with the revised Record Plan once available.**

8. (General) Add the date of boundary and topographic survey under the General Notes of Phase 2 and Phase 3. **Addressed.**

9. (General) Update the Construction Plans per the Record Plan and PUD comments. **Addressed.**

10. **(General) Verify that the Phase 2 and Phase 3 cover sheets for the Record and Construction Plans are consistent and provide the information requested in the above comments. For example, the required open space calculation is not listed on the Phase 2 plans, total number of units provided is not listed on the phase 2 plans, etc.**

Phase 2 Record Plan

11. (Cover) Add all City of Milford General Record Plan Notes. **Addressed with Comment – Add all the notes to the Construction Plans.**

12. (Cover) Add the provided City of Milford approval blocks to the plan. **Addressed.**

13. (Cover) Provide a wetland certification statement. **Addressed.**

14. (Cover) Once approved, update the variance notes to list the approval date and whom approved the variance (i.e. board of adjustments). **Comment Remains – See comment 17 and add the approval date and board whom approved all variances once/if approved.**

15. (Cover) Update the PUD table per the PUD review comments. Remove the reference to the apartment variance in the notes and add to the overall PUD table. **Addressed.**

16. (Cover) Update the data column per the PUD review comments. Provide the overall project information similar to what was done for Phase I. **Addressed.**

17. (Cover) Note that the variances on the sheet should only be from Chapter 200 Subdivision of Land. The PUD approval permits have some deviations from the zoning ordinance, which should be provided in the PUD table. Any variances from Chapter 230, outside of what is permitted through the PUD, will require Board of Adjustment review. **Comment Remains – All deviations from Chapter 200 or 230 needs to be noted in the PUD table. Currently, the applicant is showing a reduction in the R.O.W. from 60' to 28' but has not specifically requested this deviation on the title sheet. Revise the plan accordingly to list this reduction in the PUD table. If not, then any deviation not requested in the PUD table will be enforced upon on the submission of the final subdivision.**

18. (Cover) Note the pavement width and right-of-way width waiver request in the waiver table for all roadways that do not meet Chapter 200 requirements. Minor collectors require 50-60 feet of right-of-way and 25-30 feet of pavement width

per Chapter 200. The plans only provide 28 ' of right-of-way and 22 ' in pavement width. **Comment Remains – See comment 17 and add the approval date and board whom approved this once/if approved.**

19. (Cover) The supercedure note on the cover sheet references Phase I instead of Phase II. Revise the note accordingly to refer to the correct phase. **Addressed.**

20. (Cover) The maximum allowed impervious coverage is 35%. Add a Phase 2 Site Area Breakdown to the data column as follows to ensure that the maximum impervious coverage is not exceeded before completion of all 4 phases of the subdivision. Although the building footprints may not have been set yet, an accurate building coverage estimate shall be included in the impervious surface area. **Addressed – The same shall be done when Phase 4 is submitted.**

21. (Cover) Currently, under existing zoning it lists proposed use and then lists the zones that are proposed. Revise the data column to list the existing/proposed ZONING. **Addressed.**

22. (R2.2) Label the SWM area on the plan. **Addressed.**

23. (R2.2) Label the easement between lots 199/200. **Addressed.**

24. (R2.2) The metes/bounds data for lots 168/169 and 222/223 are overlapped by an easement and is tough to read. Revise the plan accordingly so that there are no overlapping labels. **Addressed.**

25. (R2. 2) Currently, there appears to be a parcel between lots 216 and 217 that is shown with new property lines but is not labeled. Verify whether this is a parcel or not and add a lot number with metes/bounds. If this is open space, remove the proposed property line and incorporate with the larger open space parcel to the east. **Addressed.**

26. (R2.2) Show the recreational open space components that are shown on the PUD master plan. **Addressed with Comment – It appears that residents would have to cut through private property or walk along the SWM Pond bank in order to access the picnic area. Clarify how residents will access the picnic area.**

27. (R2.2 & R2.3) Label all open space parcels with a unique identifier and provide the overall acreage of each parcel. **Addressed with Comment – Provide a unique identifier for each open space parcel and Label the total acreage for each section of open space similar to what is done for each lot.**

28. (R2.2 & R2.3) Show the 25' wetland setback on the plan. **Addressed.**

29. (R2.3) Revise the metes/bounds labels for lots 164/165 so that they are legible. **Addressed.**

30. (R2.3) Verify that all curves listed in the curve table are shown on the plan. **Addressed.**

Phase 2 Construction Plans

31. **Provide all required agency approvals (i.e. Fire Marshal, DHSS, SCD, etc.)**

32. **Provide construction information for the storm drain system. Profiles, inverts, elevations, schedules, etc.**

33. **Provide the necessary structure and pipe schedules for the sanitary and storm drain systems.**

34. (General) Add all applicable City of Milford and DelDOT details to the plan (Storm, Sanitary, Water, Site, etc.). **Comment Remains – Some details were added to the Phase 3 plans but not to the Phase 2 plans. All applicable details shall be provided on both plans. They include the details provided on the Phase 3 plans, sidewalk, curb, handicap ramps, storm structures, etc.**

35. (General) Revise the plan accordingly so that all plan view sheets have a graphical scale. **Addressed.**

36. (General) The sidewalks should be 5' instead of 4' per the City Standard Specifications and ADA requirements. **Addressed.**

37. (General) Add the 25' wetland setback to the plan. **Addressed.**

38. (Cover) Add all City of Milford General Notes to the plan. **Comment Remains – Add all City of Milford General Notes to the Construction Plans. Currently, they are only on the Record Plan.**

39. (Cover) Add all required City Approval Blocks to the cover sheet for construction plans. **Comment Remains.**

40. (Cover) Add the date of boundary and topographic survey. **Addressed – We recommend verifying that the survey is still correct since it is dated from 2005.**

41. (Cover) Currently, under existing zoning it lists proposed use and then lists the zones that are proposed. Revise the data column to list the existing/proposed ZONING. **Addressed.**

42. **(Cover) Verify what the correct FEMA note is. General Note 6 and 23 conflict with each other.**

43. (C2.1 & C2.2) Add the stationing at intersections. **Addressed.**

44. (C2.1 & C2.2) Add the PC and PT stationing. **Addressed.**

45. **(C2.1 & C2.2) Revise the plan accordingly to limit label overlap and so that text is in the correct orientation.**

46. **(C2.1 & C2.2) Many of the contours (Specifically the crowns in the road) do not have an elevation labled. Revise the plan accordingly so that the elevations are clear for all contours.**

47. (C2.3) Currently, there is varying pavement section depths throughout the subdivision. Revise the plan accordingly so that there is minimal to no change in pavement sections throughout the subdivision. **Comment Remains – Revise the section detail to show 11" GABC instead of 8" to provide consistency from the Phase 1 plans. In addition, verify if two of these section details are needed, they appear to show the same thing. Lastly, revise the stationing and street names to be the road names and corresponding stations of this phase. This should also be applied to the phase 3 construction plans.**

48. (C2.3) Revise the pavement sections so that they meet the City's minimum requirement of 8" of GABC and 3" of combined top/base. **Addressed.**

49. (C2.3) Revise the road section to specify 2% slope instead of $^{1}/4$"/FT. **Addressed.**

50. (C2.3) Currently, the plan shows 18' utility easements parallel to the City's Right-of Way along the roads. However, the road section show 10 ' utility easements. Revise the detail accordingly to match the plan. **Addressed.**

51. (C2.3) Currently, the road section shows a 26' Right-of-Way. However, the plan views on the road plans label a 28' Right-of-Way. Revise the plans accordingly so that they match. **Addressed with Comment – Although the Right-of-Way was corrected, now it appears that the road section detail does not match what is shown on the plan view. The road section detail has the curb width as 3' (per DelDOT Detail, type 2 curb is 2' in width) and the grass area between back of curb and sidewalk as 3' (on the plan this area is 5'), the area between the back of sidewalk and the easement is 10' (we measured 9' on the plan). Revise the plan/road section detail accordingly so that they match.**

52. (C2.3) There are notes that refer to Section 5 for Sidewalk Specifications and Section 7 for Design Information. Verify if these should be on the plan. The details for these items shall be shown on the plan as well. The sidewalk detail shall be

added to the plan set. **Comment Remains – Add the City of Milford Sidewalk Detail to the plan and clarify what specifications the notes are referring to (i.e. Milford or DelDOT specs).**

53. (C2.3) Address the following in regards to the Intersection Plan Views:

    a. Currently, there is an intersection plan view that is named Round Robin Drive Plan View. Revise the name of this to include the intersection name similar to how the two other intersection plan views were named. **Comment Removed.**

    b. Add the street names to the plan views. **Addressed.**

    c. Add proposed spot elevations (and flow arrows) along the face of curb at 25’ intervals and as necessary to demonstrate the proposed drainage patterns thru the intersection or to an inlet. **Addressed – We recommend addressing this comment but will not be required.**

    d. Add the storm drain structure numbers to the plan views. **Addressed.**

54. (C2.3) The stormwater management easements are not wide enough to allow for safe excavation for piping for future repairs. These should be a minimum of 20 ' in width to allow for enough area to repair piping in the future. Keep in mind that the easements shall not encroach upon the lot setbacks. **Comment Remains – Pipe 502 only has a 10’ easement in between lots 186 and 187. This will have to be revised to a 20’ easement to allow enough room for City maintenance/repairs. In addition, if it is determined that any of the storm drain pipes in between lots are extremely deep, then the easements may have to be increased beyond 20’.**

55. (C3.l) Currently, there appears to be proposed grading within the building footprints. The buildings shall have a consistent finished floor elevation. **Comment Remains – Some of the grading lines are still going through the proposed finished floor. For example the grading lines are going through lots 193,194,197,198,217, and 225. Revise so that all lots have a consistent finished floor elevation.**

56. (C3.1) Currently, there are two proposed grading line types on the south side of the stormwater management pond. Revise the grading of the stormwater management pond so that there is just one proposed grading layer. **Comment Removed – Pond grading and SWM facilities to be reviewed by SCD.**

57. **(C3.1) Many storm drain pipes are missing from the plan (i.e. P501, P511, etc.) Add these pipes to the plan.**

58. **(C3.1) Revise the P511 identifier so that it is not overlapping with the gray overlap of the SWM facility.**

59. (C4.1) Currently, there are two fire hydrants located adjacent to Lot 202. Revise the plan accordingly so that the fire hydrants are spaced adequately. **Addressed.**

60. (C4.l) Currently, it appears that there are two waterline alignments for the 10', water main that is capped at South Walnut Street in between lots 199 and 200. Verify whether or not there will be two waterline alignments or revise the plan accordingly to only show one. **Addressed.**

61. (C4.1) There shall be a water valve at each leg of a T intersection. Revise the plan accordingly so that there are three valves at each T intersection. **Addressed.**

62. (C4.l) Add a fire hydrant assembly label and 6" gate valve label to the fire hydrant adjacent to lot 202. **Addressed.**

63. (C4.1) Verify that the minimum 10' horizontal separation is met for the fire hydrant service pipe and sewer lateral for lot 202. **Addressed.**

64. (C4.l) There are two manhole symbols by Manhole 83. Verify if both manholes are needed or remove the manhole symbol from the plan. **Addressed.**

65. (C4.l) Currently, there appears to be overlapping 8" sewer main labels in front of lot 167. Remove one of the labels to fix the overlap. **Addressed.**

66. (C4.1) Per the City of Milford Standard Specifications "Sewer mains should be located within the street right-of-way wherever practical, and as close to the centerline of the road as possible. Curb crossings are unacceptable." Revise the plans accordingly so that all sanitary sewer mains are located as close to the centerline of the road as possible and do not have curb crossings. **Addressed.**

67. (C4.1) Label the utility easements on the plan. **Addressed.**

68. (C4.I) Currently, there are easements that lead to the storm water management pond. However, there are no storm drain pipes/structures within these easements. Verify if storm drain pipes/structures are proposed within these easements. If they are, then add them to the plan. **Addressed.**

69. (C4.l & C4.2) Clarify the pipe material of the water main. **Addressed.**

70. (C4.1 & C4.2) The cleanouts and water meters are labeled on the Phase 3 Construction Plans but are not on the Phase 2 Construction Plans. Revise the plans accordingly so that they are consistent. **Addressed.**

71. (C4.l & C4.2) Add curb stops for all houses just before the meter pits. **Addressed.**

72. (C4.1 & C4.2) Currently, the cleanouts for the sanitary sewer and the water meters are located on the proposed sidewalk. Move all the cleanouts and water meters so that they are located in the grass at the easement line. **Addressed with Comment – This comment is no longer valid. Per recent conversations with Public Works, they prefer cleanouts and water meters to be located within the sidewalk (but not the driveway). We recommend revising the plans accordingly to address this. However, since the comment was wrongfully made on the last review, this can instead be addressed with a note on the plan and a discussion at the pre-construction meeting.**

73. (C4.1 & C4.2) Currently, there are many laterals that tie directly into sanitary sewer manholes. Per the City's Standard Specifications, no laterals shall tie into manholes. They shall connect directly to the gravity main using a y-branch connection. **Addressed.**

74. (C4.1 & C4.2) Label the valves for the fire hydrants on the plan. **Addressed.**

75. (C4.3) Verify that the vertical separation between the sanitary sewer and storm drain system is 12 " minimum. **Addressed.**

76. (C4.3) Currently, there are two profiles that are named MH-80/MH-92. However, they are both incorrectly named. Revise the names of these profiles to reflect what is shown in the profile. **Addressed.**

77. (C4.3) Verify whether or not MH 67 is existing or proposed. If existing, clarify this on the plan. **Addressed.**

78. (C4.3) Revise the matchlines to refer to the sheet and/or phase. **Addressed.**

79. (FPI.I) Add the class of the ductile iron pipe to the fire hydrant detail. The minimum class is 50 per the City's Standard Specifications. **Addressed.**

80. (FPl.2 and FPl.3) The handicap ramps shall be labeled on the Road Plans, not just the Fire Protection Plans. **Addressed.**

81. (FPl.2 and FP1.3) Currently, only the "A", "F", and "B" label are used from the Note Legend on sheets 20 and 21. Determine if the other labels will be used and add them to the sheet accordingly. If not remove them from the Note Legend and renumber the items in the list. **Addressed.**

82. **Currently, there are areas where the storm drain system and watermain overlap for extended stretches (i.e. in front of lots 169 to 172). Water and storm drain pipes may cross with proper vertical separation, but should generally be offset from each other (ideally 3'). Keep in mind that the**

minimum horizontal separation between water and sanitary sewer pipes is 10'.

83. **Add all water crossing profiles to the plan.**

Phase 3 Record Plan

84. (Cover) Update the data column per previous comments for the PUD and Phase 2 reviews. The data column should provide the overall project characteristics similar to what was done for Phase 1. **Addressed.**

85. (General) Revise the Record Plan per the Phase 2 Record Plan comments in this letter. Many of the comments apply for both phases. **Addressed.**

86. (General) Add the PUD Requirements Table similar to what was done for Phase 1 and 2. **Addressed.**

87. (General) Update the Chapter 200 Variances per previous comments for the PUD and Phase 2. **Addressed with Comment – Add the approval date and board whom approved the variance once/if approved.**

88. (RI.02) Verify that the Curve Table is correct and that it matches the plan. There are duplicate curve numbers and missing curve numbers in the table. **Addressed.**

89. Include a wetland certification statement. **Addressed.**

Phase 3 Construction Plans

90. **Provide all required agency approvals (i.e. Fire Marshal, DHSS, SCD, etc.)**

91. **Provide construction information for the storm drain system. Profiles, inverts, elevations, etc.**

92. **Provide the necessary structure and pipe schedules for the sanitary and storm drain systems.**

93. (General) Revise the construction plans per the Phase 2 Construction Plan comments in this letter. Many of the comments apply for both phases. **Comment Remains.**

94. (General) The approved Phase I Plans show utilities as proposed in phase I that are also proposed in Phase 3. For example, sanitary manhole 7, but not limited to, is proposed within Phase l. However, it is also proposed on the Phase 3 Construction Plans. I futilities have already been installed and are shown on this plan as the tie-ins to Phase l, then they should be labeled as existing in the profile. In addition, the

engineer should revise the structure inverts/elevations of the tie-ins from phase I to be the as-built information instead of the design information (for all phases). This will ensure that the minimum required slopes can still be met. This will reduce the risk of the City not accepting the utilities and them having to be dug up and corrected per the City's Standard Specifications. **Comment Removed – See Comment 110 of this letter.**

95. (General) The Phase 3 Construction Plans are missing a lot of pertinent information (profiles, construction details, and signage etc.). Add all pertinent information and revise the plans so that they are consistent with the other phases. **Comment Remains – Add road section details/pavement depths similar to sheet 2.03 on the Phase 2 Construction Plans and any other pertinent information to the plans so that they remain consistent with the other phases.**

96. (General) Add a more detailed legend to the Construction Plans. **Addressed.**

97. **(C1.01) Add all of the utility easements to the "Key Plan" sheets of the plans. The easement line that runs parallel to the R.O.W. is missing.**

98. (C2.01-C2.05) Currently, the legend has two hatchings for pavement. However, they refer to sheet 27 for a detail even though there is no sheet 27 in this plan set. Add the detail to the plan and revise the legend accordingly to reference the correct sheet. **Addressed.**

99. **(C2.01-C2.05) Proposed grading is not shown on the plans but is shown in the profiles. Add the proposed grading to the road plans.**

100. (C2.03 & C2.04) Verify if the profiles/plan views are necessary. They are currently showing plan views and profiles that do not involve Phase 3. **Comment Remains – Profiles/plan views on sheet C2.03 are referring to Phase 1, 2 and 4 but not 3. Verify that these are a part of Phase 3 and if not remove them from this section of Construction plans.**

101. (C-3.01) Currently, it appears that there are areas without crowns in the road. Revise the plan accordingly so that the road is properly graded. **Addressed.**

102. (C-3.01) Currently, there is a contour with a high point/low point between lots 581 and 582 that has no label. **Addressed.**

103. (C3.01) Add the elevation to the contour that circles lot 65. **Addressed.**

104. (C-3.01) Verify whether the catch basins and pipes near lots 464-469 are existing or proposed. The identifier labels appear to be lighter than the other identifier labels for CB 306, CB 307, P 307 and P 308. **Addressed with Comment – Verify that**

Pipe 308 is existing. It appears that the pipe has an existing line type but is shown on these construction plans. In addition, the drainage easements should be 20'. Label the drainage easements in Phase 3 on the Record and Construction Plans.

105. (C-3.01) Currently, it appears that P 353 has no outfall. Revise the plan accordingly so that all pipes have an outfall. **Addressed.**

106. (C3.01) Currently, there is a P 308 label on lot 464 with no pipe shown. Revise the plan accordingly to show the pipe or remove the label. **Addressed.**

107. (C4.01) Currently, there are symbols that appear to be manholes at the curve lines and property lines. Revise the symbol so that it can be differentiated from sanitary sewer manholes and add the symbol to the legend. If these symbols are not needed on the utility plan, remove them. **Addressed.**

108. (C4.01) There are two random circles along the right-of-way in front of lots 147 and 581. Verify if these are necessary on this sheet or remove them. **Addressed.**

109. (C4.01) There is no labeling or legend on the utility plan. Revise the utility plan accordingly so that items are labeled similar to Phase 2. **Addressed.**

110. (C4.01) Currently, it appears that there is a proposed cap at the end of the water mains on Flower Garden Drive and Stitch work Way. Verify whether the watermains at the matchline of Phase 1 and Phase 3 along Flower Garden Drive and Stich work Way are capped or if there is an existing watermain that they are tying into. **Addressed with Comment – Per DBF's response letter, this has not been constructed yet and the contractor is to confirm where to tie in at construction. However, the proposed water main, sanitary sewer, and storm from the approved Phase 1 plans shall still be shown on the plan as existing and the tie in shall be shown. This shall be done at all points in which this phase ties into another phase.**

111. (C4.01) Currently, some of the sanitary sewer pipe line styles show S and some show SS. Revise the sanitary sewer pipe labels so that they are consistent throughout the plan or add a legend to differentiate between the two. **Addressed.**

112. **(C4.01) Currently, some of the manholes are labeled as "XX". Verify what number these manholes should be and revise the plans/profiles accordingly.**

113. **(C4.01) Revise the plan accordingly so that there is a water valve at each leg of each intersection (i.e. 3 valves for a t intersection and 4 valves for a four way intersection).**

114. **(C4.01) Add the storm drain system to the Utility Plan so that the plan can be compared to the profiles in regards to utility crossings.**

115. (C4.02) Clarify that drop manholes shall be 60" in diameter. **Addressed.**

116. (C4.02) Clarify whether the drop manholes are inside or outside drop manholes. **Addressed.**

117. (C4.02 & C4.03) Two profiles are named pump station/MH-19 profile. Revise the name to match what is shown in the profile. **Addressed.**

118. **(C4.02 & C4.03) Add all inverts to the profiles.**

119. (C4.03) Add matchlines to the plans/profiles. If the two ends of the profile are other phases, then refer to the phase. For example, the Phase I line should be shown on the profile adjacent to Sanitary Sewer Manhole 7. **Comment Remains.**

120. **Add all water crossing profiles to the plan.**

If you have any questions or comments regarding this letter, please do not hesitate to contact me any time at (302) 318-1087.

Sincerely,

Eric T. Gibson,
Engineer in Training

Jason McClafferty, P.E.
Project Manager

DAVIS BOWEN & FRIEDEL, INC.

ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS

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February 13, 2020

City of Milford
180 Vickers Drive
Milford, DE 19963

Attn: Rob Pierce, Planning & Economic Development Director

RE: **Milford Ponds – Revised PUD, Phase 2 Preliminary and Phase 3 Preliminary**
Original Tax Parcel Number: 1-30-3.00-264.00, 1-30-3.00-264.01, and 1-30-6.00-108.00
DBF #2875A001

Dear Mr. Pierce,

On behalf of our clients Milford Ponds, LLC we are please to submit a revised PUD Plan, revised Phase 2 and revised Phase 3 preliminary plans per comments received on January 30, 2020. The plans only address the PUD Conditional Use and Record Plan comments. A separate response will be prepared for the construction documents. In regards to the PUD, most of the deviations were approved in the previous request and believe we have annotated them on the cover page and will ensure during the public hearing process that all deviations that were previously approved and / or new requests are documented. Upon Council approval, a final PUD plan will be submitted to the City. We have retained the original numbering to facility review of the Conditional Use and Record Plans and offer the following item-by-item response:

Conditional Use (PUD)

1. (General) A Planned Unit Development is defined as "a development providing housing of various densities, lot sizes, lot coverage and types, including related recreational and community facilities. The development may include commercial uses that are designed to serve the convenience needs of the residents of the development. The original approval from 2004 provided a total of 722 units, including 150 condominiums, 228 townhouses and 344 single-family detached units. The revised PUD that was approved in 2018 provided a total of 700 units, including 459 single family detached units, 91 townhouses and 150 multi-family units. The proposed PUD has eliminated townhouses completely and provides 504 single-family detached dwellings and 264 multi-family units, for a total of 768 units. The Planning Commission and City Council will need to determine if the intent of a PUD is still met by the unit mix and layout being proposed. Comment Noted – This will be addressed during the Public Hearing per response letter. **Acknowledged.**

3. (General) Include the request for the number of units per multi-family building for Phase 4 in the PUD table. This is not a waiver from Chapter 200, this is a deviation

allowed under the PUD approval. Comment Remains. **This is listed in Section B.**

4. (General) Provide the overall project density in dwelling units per acre in the Data Column. Comment Remains – Add the total provided number of units in the phase 2 data column similar to what is shown in the phase 3 data column. **The number of units has been added and the data column for Phase 2 will be revised prior to submitting final plans for approval.**

5. (General) Revise the open space and recreational open space requirement calculations in the data column per Chapter 230-48-10(G) of the City's Zoning Code. Comment Remains – Add the required open space calculation and provided open space to the Phase 2 Record and Construction Plan Cover Sheets. **The data column for Phase 2 will be revised prior to submitting the final plans for approval.**

6. (General) In order to minimize issues with updating parcel numbers, addresses, and assessment information, coordinate with Sussex County Mapping Department for lot number arrangement. Comment Remains – DBF is to meet with Sussex County Mapping Department per response letter. **We are meeting with Sussex County Mapping on Friday, February 21, 2020.**

7. (General) Verify that there are 363 single-family dwelling units in Phase I. There were 364 single-family dwelling units in the current PUD and it is not clear where the change occurred in Phase I. Comment Remains – Per DBF's response letter, one lot is proposed to be removed in Phase 1 and a revised record plan will be submitted and recorded to show this. Provide KCI and the City with the revised Record Plan once available. **Acknowledged.**

10. (General) Verify that the Phase 2 and Phase 3 cover sheets for the Record and Construction Plans are consistent and provide the information requested in the above comments. For example, the required open space calculation is not listed on the Phase 2 plans, total number of units provided is not listed on the phase 2 plans, etc. **The Record Plan and Construction Cover Sheets will be revised and updated to be consistent with each other.**

Phase 2 Record Plan

11. (Cover) Add all City of Milford General Record Plan Notes. Addressed with Comment – Add all the notes to the Construction Plans. **Acknowledged.**

14. (Cover) Once approved, update the variance notes to list the approval date and whom approved the variance (i.e. board of adjustments). Comment Remains – See comment 17 and add the approval date and board whom approved all variances once/if approved. **The notes will be updated after approval by City Council.**

17. (Cover) Note that the variances on the sheet should only be from Chapter 200 Subdivision of Land. The PUD approval permits have some deviations from the zoning

ordinance, which should be provided in the PUD table. Any variances from Chapter 230, outside of what is permitted through the PUD, will require Board of Adjustment review. Comment Remains – All deviations from Chapter 200 or 230 needs to be noted in the PUD table. Currently, the applicant is showing a reduction in the R.O.W. from 60' to 28' but has not specifically requested this deviation on the title sheet. Revise the plan accordingly to list this reduction in the PUD table. If not, then any deviation not requested in the PUD table will be enforced upon on the submission of the final subdivision. **We have added the deviations to the PUD plan and will review them one by one to ensure all necessary deviations have been received.**

18. (Cover) Note the pavement width and right-of-way width waiver request in the waiver table for all roadways that do not meet Chapter 200 requirements. Minor collectors require 50-60 feet of right-of-way and 25-30 feet of pavement width per Chapter 200. The plans only provide 28 ' of right-of-way and 22 ' in pavement width. Comment Remains – See comment 17 and add the approval date and board whom approved this once/if approved. **See response to Comment 17.**

26. (R2.2) Show the recreational open space components that are shown on the PUD master plan. Addressed with Comment – It appears that residents would have to cut through private property or walk along the SWM Pond bank in order to access the picnic area. Clarify how residents will access the picnic area. **There is an open area between Lots 216 and 217.**

27. (R2.2 & R2.3) Label all open space parcels with a unique identifier and provide the overall acreage of each parcel. Addressed with Comment – Provide a unique identifier for each open space parcel and Label the total acreage for each section of open space similar to what is done for each lot. **The open space areas have been identified by a letter.**

Phase 3 Record Plan

87. (General) Update the Chapter 200 Variances per previous comments for the PUD and Phase 2. Addressed with Comment – Add the approval date and board whom approved the variance once/if approved. **See response to comment 17.**

If you have any questions or need additional information, please do not hesitate to contact me at (302) 424-1441 or rwl@dbfinc.com.

Respectfully Submitted,
Davis, Bowen & Friedel, Inc.

Ring W. Lardner, P.E.
Principal

DEPARTMENT OF TRANSPORTATION
COMMENTS FOR
DAC MEETING
OF October 2019

Lands of Milford Ponds
Tax Map #: 130-6.00-108, 130-3.00-264 & 264.01
SCR X (X)
Sussex County

#19-035 / Milford Ponds, LLC Phases I, II, & III

1. Please refer to the "*Development Coordination Manual*" manual for the design of the subdivision streets and/or entrance. The website for the manual is the following;

   http://www.deldot.gov/Business/subdivisions/index.shtml?dc=changes

2. For all projects, any sub-station and/or wastewater facilities will be required to have access from the internal subdivision street with no direct access to the State maintained highway.

3. For all projects, a 20-foot wide buffer will be required from the edge of the stormwater management pond to the ultimate right-of-way of the County road. The ultimate right-of-way is based on the functional classification of the road.

4. Referring to the "*Development Coordination Manual"*, Chapter 3 – Record Plan Design, Section 3.2.5.1.2: Frontage Easements, a 15-foot wide permanent easement will need to be established across the property frontage. The location of the easement shall be outside the limits of the ultimate right-of-way for this road. The following note is required, "**A 15-foot wide permanent easement is hereby established for the State of Delaware, as per this plat.**"

5. Referring to the "*Development Coordination Manual"*, Chapter 3 – Record Plan Design, Section 3.2.5: Dedication of Right-Of-Way and Easements, Figure 3.2.5-a Minimum Standards for Total Roadway Right-Of-Way, the project shall be subject to dedicate right-of-way in accordance to the minimum standards.

6. Referring to the "*Development Coordination Manuals*", Chapter 3 – Record Plan Design, Section 3.2.4.1: Subdivision Street Right-Of-Way Monuments, right-of-way monuments are recommended to be furnished and placed along the private subdivision street.

7. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.2.4.2; Frontage Road Right-of-Way Monumentation, concerning the right-of-way markers being placed to provide a permanent reference for re-establishing the right-of-way and property corners along frontage roads. Due to the right-of-way dedication,

show and note the property corners markers that will need to be installed.

8. Referring to the "*Development Coordination Manual"*, Chapter 3 – Record Plan Design, Section 3.5.5: Transit Facilities, transit facilities requirements shall be followed as required by DTC or DelDOT.

9. Referring to the "*Development Coordination Manual*", under Chapter 3; Record Plan Design, Section 3.2.5.1.1 – Easements, if this development is proposing a neighborhood sign/structure, then a permanent easement shall be established at the entrance. The easement shall be located outside of any existing and/or proposed right-of-way. It will also need to be verified that the sign/structure does not pose a sight distance and/or safety hazard.

10. Metes and bounds and total areas need to be shown for any drainage easements. A minimum 20-foot wide drainage easement must be provided for storm drainage systems, open or closed, that fall outside the existing right-of-way or the drainage/utility easement. These easements shall be shown and noted on record plan.

11. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.5: Connectivity, connectivity requirements shall be followed for all development projects having access to state roads or proposing DelDOT maintained public road for subdivisions. Private or municipal streets should follow the local land use agency's requirements for connectivity.

12. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.4.2.1: Record Plan Content, the traffic generation diagram is required. See Figure 3-4-2-a: Traffic Generation Diagram for what is required.

13. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.4.2: Record Plan Submittal Requirements, adjacent existing features are required to be shown in accordance with Figure 3.4.2-b.

14. It will need to be noted on the Record Plan the type of off-site improvements and when the off-site improvements are warranted for this project.

15. Referring to the "*Development Coordination Manual*", Chapter 2 – Traffic Analysis and Improvements, it will need to be determined if a revised Traffic Impact Study (T.I.S.), Area-Wide Study Fee or a Traffic Operational Analysis (T.O.A.) will be required.

16. As per the Delaware State Strategies for Policy and Spending Map, this project is located within Investment Level I or II. Referring to the Departments Shared-Use Path/Sidewalk Policy a project an all Level I and Level II areas are required to install a path/sidewalk along the property frontage. If a physical impossibility exists, then a fee in lieu of construction shall be paid.

a. Projects in all Level area that generate 2,000-trips or greater are required to install a path/sidewalk along the property frontage.

17. Referring to the "*Development Coordination Manual*" under Chapter 5; Design Elements, Section 5.2.5 – Subdivision and Commercial Entrance Design Guidelines – Intersection Corner Radii, a separate turning template plan shall be provided to verify vehicles can safely enter/exit the entrance. The entrance shall be designed for the largest vehicle using the entrance.

18. Please check to determine if any utilities will need to be relocated as part of this project.

19. Standard General Notes have been updated and posted to the DelDOT Website. Please begin using the new versions and look for the revision date of May 21, 2019. The notes can be found at the following website under the *Guidance* tab;

    http://www.deldot.gov/Business/subdivisions/index.shtml

20. All PLUS/TAC comments shall be addressed prior to submitting the plans for review.

21. Referring to the "*Development Coordination Manual*", Chapter 6 – Construction Administration, Section 6.4.3: Commercial Entrances – Inspection and Acceptance, Figure 6.4.3-a: Construction Inspection Responsibilities, determine if the project is a Level 1 or Level 2 project and if an inspection agreement will be required.

22. The Auxiliary Lane Spreadsheet has been posted to the DelDOT website. Use this spreadsheet to determine if auxiliary lanes are warranted. The Auxiliary Lane Spreadsheet can be found at the following website under the *Forms* tab;

    http://www.deldot.gov/Business/subdivisions/index.shtml

23. Referring to the "*Development Coordination Manual*" under Chapter 5; Design Elements, Section 5.4 – Sight Distance, a sight distance triangle is required. A spreadsheet has been developed to assist with this task and can be found on the following website under the *Forms* tab;

    http://www.deldot.gov/Business/subdivisions/index.shtml

24. Please refer to the "*Development Coordination Manual*" Chapter 3; Record Plan Design, Section 3.4.1 Commercial or Major Residential Subdivisions – Record Plan Application Process, concerning if a pre-submittal meeting is required.

25. Effective August 1, 2015, all new and resubmittals shall be uploaded via the PDCA with any fees paid online via credit card or electronic check (ACH). The design firm making the submittal must create the project in the PDCA and upload all the required items to allow DelDOT to start the review process. Our website offers more detailed information,

including links to guidance about creating PDCA submittals. This information can be found at the following website under the PDCA section;

http://www.deldot.gov/Business/subdivisions/index.shtml

26. Referring to the "*Development Coordination Manual"*, Chapter 3 – Record Plan Design, Section 3.4.2: Record Plan Submittal Requirements, an Initial Stage review fee shall be assessed to this project.

27. Referring to the "*Development Coordination Manual*", Chapter 3 – Record Plan Design, Section 3.4: Commercial or Major Residential Subdivisions, a record plan shall be prepared prior to issuing "Letter of No Objection". The Record plan submittal shall include the items listed on the Critical Items for Acceptance: Record Plan document that can be found at the following website under the *Guidance* tab;

    https://www.deldot.gov/Business/subdivisions/index.shtml

28. Referring to the "*Development Coordination Manual*", Chapter 4 – Construction Plans, Section 4.3: Subdivision Construction Plan Submittal Requirements, the Construction Stage review fee shall be assessed to this project.

29. Referring to the "*Development Coordination Manual*", Chapter 4 – Construction Plans, a subdivision/entrance plan shall be prepared prior to issuing subdivision/entrance approval. The Entrance/Construction/Subdivision plan submittal shall include the items listed on the Critical Items for Acceptance: Entrance/Construction/Subdivision Set Plans document that can be found at the following website under the *Guidance* tab;

    https://www.deldot.gov/Business/subdivisions/index.shtml

City of Milford, Delaware
Development Advisory Committee

Comment Sheet

****

DATE OF REVIEW: October 9, 2019

REVIEWING AGENCY: **Delaware State Fire Marshal's Office, Sussex Office**

INDIVIDUAL REVIEWERS: **Duane T. Fox, CFPS, CFPE, CFI, Asst. Chief Technical Services**
Dennett E. Pridgeon, CFPS, CFPE, CFI, Sr. Fire Protection Specialist
Jefferson L. Cerri, CFI, Sr. Fire Protection Specialist
Joseph Moran, CFI, Sr. Fire Protection Specialist
Desiree B. McCall, CFI, Sr. Fire Protection Specialist

AGENCY PHONE NUMBERS: **302-856-5298, Fax: 302-856-5800**

RE: MILFORD PONDS PHASE II (19-033)

The reasons and conditions applied to this project and their sources are itemized below:

****

At the time of formal submittal, the applicant shall provide; completed application, fee, and three sets of plans depicting the following in accordance with the Delaware State Fire Prevention Regulation (DSFPR):

a. **Fire Protection Water Requirements**:
   - Where a water distribution system is proposed for single-family dwellings it shall be capable of delivering at least 500 gpm for 1-hour duration, at 20-psi residual pressure. Fire hydrants with 1000 feet spacing on centers are required. (One & Two- Family Dwelling)
   - Where a water distribution system is proposed for the site, the infrastructure for fire protection water shall be provided, including the size of water mains for fire hydrants and sprinkler systems.

b. **Fire Protection Features:**
   -

c. **Accessibility**
   - All premises, which the fire department may be called upon to protect in case of fire, and which are not readily accessible from public roads, shall be provided with suitable gates and access roads, and fire lanes so that all buildings on the premises are accessible to fire apparatus. This means that the access road to the subdivision from S duPont Blvd and S Walnut St must be constructed so fire department apparatus may negotiate it.

- Fire department access shall be provided in such a manner so that fire apparatus will be able to locate within 100 ft. of the front door.
- Any dead end road more than 300 feet in length shall be provided with a turn-around or cul-de-sac arranged such that fire apparatus will be able to turn around by making not more than one backing maneuver. The minimum paved radius of the cul-de-sac shall be 38 feet. The dimensions of the cul-de-sac or turn-around shall be shown on the final plans. Also, please be advised that parking is prohibited in the cul-de-sac or turn around.
- The use of speed bumps or other methods of traffic speed reduction must be in accordance with Department of Transportation requirements.
- The local Fire Chief, prior to any submission to our Agency, shall approve in writing the use of gates that limit fire department access into and out of the development or property.

d. **Gas Piping and System Information:**
   - Provide type of fuel proposed, and show locations of bulk containers on plan.

e. **Required Notes**:
   - Provide a note on the final plans submitted for review to read " All fire lanes, fire hydrants, and fire department connections shall be marked in accordance with the Delaware State Fire Prevention Regulations"
   - Proposed Use
   - Alpha or Numerical Labels for each building/unit for sites with multiple buildings/units
   - Square footage of each structure (Total of all Floors)
   - National Fire Protection Association (NFPA) Construction Type
   - Maximum Height of Buildings (including number of stories)
   - Note indicating if building is to be sprinklered
   - Name of Water Provider
   - Letter from Water Provider approving the system layout
   - Provide Lock Box Note (as detailed in DSFPR) if Building is to be sprinklered
   - Provide Road Names, even for County Roads

Preliminary meetings with fire protection specialists are encouraged prior to formal submittal. Please call for appointment. Applications and brochures can be downloaded from our website: www.statefiremarshal.delaware.gov, technical services link, plan review, applications or brochures.

THIS DOCUMENT IS INFORMATIONAL ONLY, AND DOES NOT CONSTITUTE ANY TYPE OF APPROVAL FROM THE DELAWARE STATE FIRE MARSHAL'S OFFICE

§ 200-1. - Purpose.

These regulations are adopted in order to promote and protect the public health, safety, convenience and general welfare; ensure the orderly growth and development of the City, the conservation, protection and proper use of land and adequate provision for housing, recreation, circulation, utilities and services; and safeguard the City from undue future expenditure for the maintenance of streets and public spaces.

§ 200-2. - Title.

These regulations shall be known and may be cited as the "City of Milford, Delaware, Land Subdivision Regulations."

§ 200-3. - Definitions.

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

OPEN SPACE — Areas of land within residential subdivisions or developments including planned unit developments that are available to all residents and or the public and which have the purpose to provide active and/or passive recreational opportunities, maintain land in a predominantly undeveloped and natural state including lands used for:

(1) Community gardens;

(2) Promotion of conservation and protection of wildlife;

(3) Perpetual conservation easements;

(4) Parks, plazas, walkways, sidewalks and trails;

(5) Buffers or forested areas; or

(6) For recreational uses as defined herein.

Open space shall not include areas of land for the following unless otherwise approved by Council:

(1) Wetlands or stormwater management facilities;

(2) Drainage easements;

(3) Flagpole areas;

(4) Medians (unless designed as a park);

(5) Signage areas;

(6) Landscaping in parking areas;

(7) Predominantly impervious surfaces such as streets and parking lots;

(8) Required front, side, or rear yards;

(9) Any land included within designated lot lines; or

(10) Utility facilities for uses such as sewer, water, gas or electric.

RECREATIONAL USE — Areas of land within residential subdivisions or developments including planned unit developments which have the purpose to provide active recreational opportunities that are available to all residents of the community and/or the public including lands used for:

(1) Indoor club houses;

(2) Swimming pools and pool houses;

(3) Tennis courts;

(4) Basketball courts;

(5) Athletic fields;

(6) Picnic areas with tables;

(7) Ponds for recreational use (boat, fishing or swimming);

(8) Playgrounds; and

(9) Bike or multi-model trails.

ROADWAY — The paved portion of the street primarily used for vehicular traffic.

A. ARTERIAL STREET and HIGHWAY — A street primarily used for fast and/or heavy traffic.

B. COLLECTOR STREET — A street carrying traffic from minor streets to arterial streets and highways, including the principal traffic and entrance streets of a residential development.

C. MINOR STREET — A street primarily used for access to the abutting properties.

D. MARGINAL ACCESS STREET — A minor street paralleling and adjacent to an arterial street or highway and providing access to abutting properties and protection from through traffic.

E. DEAD-END STREET or CUL-DE-SAC — A street closed at one end and having only one connection with any other street.

F. HALF STREET — A street paralleling the boundary of a subdivision and lying partly in an abutting tract.

§ 200-4. - Application procedure.

A. Preliminary approval.

(1) A preliminary plan and documents, as specified by the Planning Department, shall be prepared by the subdivider and submitted in accordance with the submission schedule as determined by the City Planner, along with the appropriate fees, as specified in § 230-57.

(2) The Development Advisory Committee (DAC) shall review the application and plan. Comments from the DAC must be addressed via either submitting revised plans and/or necessary documents or via a narrative submitted to the City Planner. Upon confirmation by the City Planner that all DAC issues have been addressed satisfactorily, the application will then be scheduled to be heard by the Planning Commission.

(3) The Planning Commission shall review the application and provide either a recommendation of preliminary approval with or without conditions, a recommendation of denial, or table the application. Upon a recommendation of approval with or without conditions or recommendation of denial, the application shall be scheduled to be heard by the City Council.

(4) City Council shall grant preliminarily approval of the application with or without conditions, deny the application, or table the application.

(5) Preliminary approval from City Council shall be void after one year, unless an extension is requested by the owner and approved by City Council prior to the expiration.

B. Final approval.

(1) A final plat and documents, as specified by the Planning Department, shall be prepared by the subdivider and submitted in accordance with the submission schedule as determined by City Planner, along with the appropriate fees, as specified in § 230-57.

(2) The Development Advisory Committee shall review the application and plan. Comments from the DAC must be addressed via either submitting revised plans and/or necessary documents or via a narrative submitted to the City Planner. The final plan shall also be reviewed by the City Planner for confirmation that the application is designed in accordance with all subdivision,

zoning and other land use regulations of the City. The final plan shall also be reviewed by the City Engineer for confirmation that the application is designed in accordance with the construction standards and specifications of the City. Upon confirmation by the City Planner and City Engineer that all issues have been addressed satisfactorily, the application will be scheduled to be heard by the Planning Commission.

(3) The Planning Commission shall review the application and provide either a recommendation of final approval with or without conditions, a recommendation of denial, or table the application. Upon a recommendation of approval with or without conditions, or recommendation of denial, the application shall be scheduled to be heard by City Council.

(4) City Council shall approve the application with or without conditions, deny the application, or table the application.

(5) Within 90 days of final approval from City Council, the subdivider shall record the plat at the County Recorder of Deeds office and provide the City Planner a receipt of the recordation including the deed book and page number. Prior to recording the plat, five copies of the plat must be submitted to the City Planner for stamping and signing. Four sets will be returned to the subdivider.

(6) Upon recordation of the plat, the subdivider shall provide the Land Data Manager of the City a mylar copy of the plat including the deed book and page printed thereon.

(7) Failure to record the approved plat within one year from the date of City Council approval shall void the final approval. In order to obtain final approval after it has been voided, the subdivider must make application for final approval again.

(8) Failure to record the approved plat in more than one year from the date of City Council approval shall void the preliminary approval and final approval. In order to obtain preliminary and final approval after they have been voided, the subdivider must make application for and receive preliminary approval, then make application for and receive final approval.

§ 200-7. - Expiration of approved subdivision development plans.

A. The following regulations concerning expiration of recorded and approved plans are applicable to major subdivisions and minor subdivisions.

B. Construction of improvements shown on recorded subdivision plans shall commence within five years of the original recordation date and continue progressing toward completion.

C. The Department shall notify by certified mail, return receipt requested, applicants and landowners of properties involving approved plans where construction has not commenced one year prior to the expiration date and again six months prior to the expiration date that they are subject to the expiration provisions and identify their options for possible reapproval.

D. For the purpose of this section, "commencement of construction" shall mean:

(1) That a building permit or such other permit or approval by City of Milford or an applicable state agency has been issued and construction commenced under such permit which is visible on an inspection of the property by a representative of City. Such construction must be intended to accomplish the installation of improvements under Section 200-6, General Requirements and Design Standards, but excludes general earthmoving activities, and such work must have been started with a good-faith intention and purpose then formed to continue the work until completion.

(2) That all financial obligations associated with a City approved public works utility agreement have been satisfied and the improvements pursuant to said agreement have been completed, provided that the construction described in Subsection D(1) above shall commence within 10 years from receipt by the City of the final monetary contribution required under said agreement.

E. Construction shall be deemed to be progressing toward completion so long as there is no cessation in construction activity longer than 12 consecutive months. The City shall inspect sites semiannually

to determine the progress of construction. If the City determines that construction activity has ceased for a period of 12 consecutive months or more, the staff shall notify the applicant and landowners by certified mail, return receipt requested, that construction shall recommence within 30 days or the subdivision shall be considered expired.

F. For subdivisions and land developments in which a certificate of occupancy has been issued for a dwelling, the subdivision shall no longer be subject to expiration.

G. The applicant and/or landowner shall bear the burden of providing evidence to the City establishing that construction has commenced within the five-year period and is progressing toward completion.

H. Applicants and/or landowners who have been notified that their projects may be subject to expiration have the following courses of action available to them:

(1) The applicant has the opportunity to provide evidence to the City establishing that construction has commenced;

(2) The applicant may apply to the City for reapproval of the project for an additional five-year period in accordance with the following procedures:

(a) The City shall review the original (i.e, initial) recorded and/or approved plan for consistency with all current provisions of this chapter, Chapter 230 Zoning, and the Comprehensive Plan. Such review may involve coordination with and review by applicable Development Advisory Committee (DAC) agencies. Based upon that review, the Planning Director will determine if the original recorded plan meets current standards, or if the original recorded plan requires minor revisions in order to comply with current standards, or if the original recorded plan must be resubmitted as a new application subject to all appropriate review procedures, regulations, and fees.

(b) In the event that the Planning Director determines that the original recorded plan is consistent with current policies and regulations, he/she shall reapprove the plan and provide written notice to the owner of reapproval. Such approval shall allow the issuance of building permits in accordance with all conditions of approval. The owner shall then have five years from the date of such notice of reapproval to obtain building permits and commence construction.

(c) Should the Planning Director determine that the plan requires minor revisions in order to comply with current policies and regulations, such notice shall be provided in writing and the applicant shall make such adjustments for administrative approval. Once the required minor revisions are completed, the plan may be reapproved administratively by the City Planning Department allowing the issuance of building permits subject to the provisions of the original record subdivision plan and/or any recorded resubdivision plans. The owner shall then have five years from the date of such notice of reapproval to obtain building permits and commence construction.

(d) Should the Planning Director determine that the plan would involve considerable revision to an extent that would change the scope of the project, the plan must be resubmitted for review by the Planning Commission and City Council for compliance with current policies and regulations. The City shall provide written notice to the owner of the specific areas of noncompliance. The landowner shall have the opportunity to make the necessary modifications to the plan and apply to the City as a new application in accordance with this chapter. Should new plans compliant with all current Code provisions be submitted, they must receive approval from the Planning Department, City Engineer, Planning Commission, and/or City Council, as applicable. Once reapproved, subdivision plans shall be recorded and shall have the effect of superseding the original record major subdivision plan. The owner/applicant shall then have five years from the date of reapproval to obtain building permits, commence construction, and progress toward completion.

(3) All of the above-referenced reviews, determinations, and reapprovals must be completed prior to the expiration of the five-year period.

I. Minor plan revisions, as described in Section 200-8, subsection E and F, that do not achieve full compliance with all current subdivision and land development provisions shall not reset the five-year time frame for commencement of construction and shall remain subject to expiration.

J. Should the five years lapse without the owner pursuing any of the options described in Subsections H(2)(a) through (d) above, the plan shall be considered expired. Expired subdivision plans shall be deleted from the City and County property records by deleting individual subdivision lots from the official City and County Tax Map and by eliminating the undeveloped parcels from the assessment records.

§ 200-8. - General requirements and design standards.

The following shall be deemed to be minimum requirements and may be varied or waived by the Commission only under circumstances set forth in § 200-6:

A. Streets.

(1) The layout, character, extent, width, grade and location of proposed streets shall be established with due regard to:

(a) Public convenience and safety.

(b) Proposed uses of the land to be served by said streets.

(c) Proper relation and connection with and continuation and projection of streets in the adjacent areas, whether these streets are existing or proposed in another subdivision in a neighborhood plan, in the development plan or in the Official Map, as approved or adopted by the Commission.

(d) Topography and other land features.

(2) The layout of proposed streets shall furthermore be arranged in a manner acceptable to the Commission and City Council.

(3) Minor streets shall be laid out so as to discourage their use by through traffic.

(4) Where a subdivision abuts or contains an existing or proposed arterial street, limited-access highway or railroad, the City Council may require marginal access or service streets, reverse frontage with screen planting contained in a nonaccess reservation along the rear property line and deep lots with rear service alleys or other treatment, such as parks, which may be necessary for the protection of residential properties and for separation of through and local traffic, with due regard for the requirements of future approach grades and grade separations.

(5) Where a tract of land is subdivided into lots substantially larger than the minimum size required in the zoning district in which a subdivision is located, the Commission may require that streets and lots be laid out so as to permit future resubdivision in accordance with the requirements of this chapter.

(6) Reserve strips controlling access to streets shall be prohibited except where the control and disposal of land comprising such strips has been placed in the governing body under conditions approved by the City Council such as provided in Subsection A(4) above.

(7) Certain proposed streets may be required to be extended to the boundary line of the subdivision to provide access to tracts which may be subdivided in the future. Wherever necessary, when a street is carried to the boundary line of the subdivision, the City Council may require a temporary turnaround improved to the satisfaction of the City Engineer and of the size specified in Subsection A(16) below at the stub end.

(8) The creation of dead-end or loop streets and superblocks will be encouraged wherever the City Council finds that such layout will not interfere with traffic convenience and safety. The City Council shall determine the number of connections of streets in the proposed subdivision with

existing streets. At least two such connections shall be provided, except where a proposed subdivision only contains one dead-end street.

(9) Street jogs shall be prohibited. Street intersections, where center lines do not meet, shall have center-line offsets of 150 feet or more.

(10) A tangent at least 100 feet long shall be introduced between reverse curves on arterial and collector streets and may be required on all other streets.

(11) Street right-of-way lines deflecting from each other at any point shall be connected with a curve, the radius of which for the inner right-of-way lines shall not be less than 750 feet on arterial streets, 300 feet on collector streets and 100 feet on minor streets. The outer right-of-way line shall be parallel to said inner right-of-way line.

(12) Streets shall be laid out so as to intersect as nearly as possible at right angles. The inner right-of-way line of a street intersecting another street at an angle of less than 90° shall be tangent to and follow a curve with a minimum radius of 150 feet centered on the nearest right-of-way line of the intersecting street. The outer right-of-way line shall be parallel to said inner right-of-way line.

(13) Street right-of-way lines at intersections shall be connected with a curve, the radius of which shall be 25 feet.

(14) Right-of-way widths.

(a) Street right-of-way widths shall be as shown on the Official Map or development plan, and, if not shown thereon, said widths for the various street types between face of curb or edge of road shall not be less than as follows:

Street Type (feet)	Right-of-Way Roadway (feet)	
Arterial	80 to 110	As required by DelDOT
Collector	60	28
Minor, for townhouses and apartments	60	30
Minor, for other residences	50	25
Dead-end	50	22
Marginal access	30	16
*Alley	20	12

Note:
* If utilities are present in an alley, the City reserves the right to modify the minimum right-of-way and roadway widths.

(b) Subdivisions utilizing open swale drainage shall have a ten-foot drainage easement along the front of each property to accommodate the back slope of the drainage swales.

(15) Half streets shall be prohibited except where essential to the reasonable development of a subdivision in conformity with the requirements of this chapter and where the Commission finds that it shall be practicable to require the dedication of the other half when the abutting property is subdivided. Wherever an approved half street shall be adjacent to a subdivision, the other half of the street shall be platted within said subdivision.

(16) Dead-end streets, designed to be so permanently, shall not be longer than 400 feet and shall be provided at the closed end with a turnaround having an outside roadway diameter of 76 feet and a street right-of-way diameter of 100 feet.

(17) Street names.

(a) Street names shall be selected so as not to duplicate or be confused with the names of existing streets. Street names shall be subject to the approval of the Commission. It is recommended that all new streets shall be named in the following manner:

General direction	Long	Short (under 1,000 feet)
North and south	Streets	Places
East and west	Avenues	Courts
Diagonal	Roads	Ways
Curving	Drives	Lanes or Circles

(b) Arterial streets shall be named "boulevards."

(18) Street grades shall not exceed 5%.

(19) Street grades shall be not less than 0.5% wherever feasible.

(20) Changes in street grades shall be connected by vertical curves of suitable length.

(21) The width of streets adjacent to areas designed, proposed or zoned for nonresidential use shall be increased by such amount as may be deemed necessary by the Commission to assure the free flow of through traffic without interference by parked or parking cars and to provide adequate and safe parking space.

(22) All required roads shall be constructed in accordance with the standard specifications as issued by the City Engineer.

B. Sidewalks and curbs.

(1) Sidewalks shall be required in all subdivisions on both sides of the street. Sidewalks shall have the following widths:

(a) In residential subdivisions: four feet unless otherwise specified.

(b) In commercial and industrial subdivisions: from the curb to property lines unless otherwise specified.

(2) Curbs or drainage swales conveying stormwater shall be required in all subdivisions.

(3) All required sidewalks shall be constructed in accordance with standard specifications as issued by the City Engineer.

C. Easements. Where a subdivision is traversed by a watercourse, drainageway, channel, pipe or stream, there shall be provided a stormwater easement or drainage right-of-way of such width as will be adequate for the purpose, in accordance with requirements specified by the City Engineer. Parallel streets or parkways may be required in relation thereto.

D. Blocks.

(1) The lengths, widths and shapes of blocks shall be determined with due regard to:

(a) The provision of building sites suitable to the needs of the type of use contemplated.

(b) Zoning requirements as to lot sizes and dimensions.

(c) The control, safety and convenience of pedestrian and vehicular traffic.

(d) The characteristics of topography.

(2) Block length shall not exceed 1,200 feet.

(3) Block widths shall be not less than 275 feet nor more than 450 feet and shall be planned to provide two rows of lots.

(4) Pedestrian walkways other than in streets may be required where deemed essential to provide for circulation or access to schools, playgrounds, shopping centers, transportation and other community facilities. Said walkways shall be not less than four feet wide.

(5) Alleys shall be provided if required by the City Engineer.

E. Lots.

(1) Lot width, depth, shape and orientation and the building setback lines shall be appropriate for the location of the subdivision, for the type of development and for the use contemplated.

(2) Lot sizes shall conform to the requirements of Chapter 230, Zoning.

(3) Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to comply with the off-street parking and loading requirements contained in Chapter 230, Zoning.

(4) Corner lots shall have sufficient width to provide an adequate building site within all the yard requirements. Corner lots shall have two front yard setbacks fronting each street, one side yard setback, and one rear yard setback.

(5) All lots in a subdivision shall have frontage on a public street.

(6) Double-frontage lots shall be avoided. Reverse-frontage lots shall be provided where necessary for protection of residential properties from through traffic and adverse nonresidential uses, for separation of through and local traffic and to overcome difficulties of topography or other specific conditions. Screen planting and a fence or wall shall be provided along the rear property line within an easement 10 feet or more in width, across which there shall be no right of access.

(7) Side lot lines shall be at right angles or radial to street lines.

(8) No lots shall be platted on land subject to flooding for residential or any other use where danger to life or property or an aggravation of flood hazard may result. Such land should be set aside for uses which would not be endangered by periodic or occasional inundations.

(9) No lots shall be platted within 25 feet of land under the jurisdiction of the U.S. Army Corps of Engineers.

F. Parks, playgrounds, open spaces, school sites and natural features.

(1) Parks and playgrounds. Where a proposed park or playground is located in whole or in part in a subdivision, the Commission may require the dedication or reservation of such area within the subdivision, in those cases in which the Commission deems such requirements to be reasonable.

(2) Open spaces. Where deemed essential by the Commission and City Planner, upon consideration of the particular type of development proposed in the subdivision, and especially in large-scale developments, the Commission or City Planner may require the dedication or reservation of sites of a character, extent and location suitable to the needs created by such development for playgrounds or parks. The Commission shall not require that more than 10% of the gross area of the open space of the subdivision to be so dedicated or reserved unless otherwise specified by the Zoning Code. [2] In case of a conflict, the requirement of the Zoning Code prevails. The Commission shall give due credit for the provision of open spaces reserved for the common use of all property owners within the proposed subdivision by covenants in the deeds. Generally, the minimum area of contiguous open space acceptable for dedication for public use shall be at least three acres and preferably five acres. Open spaces with a lesser area may be approved by the Commission whenever it deems that the difference between the area offered and three acres may be made up in connection with the future subdivision of adjacent land or added to an existing recreation area.

(3) School sites or sites for other public uses. The Commission may also require a subdivider to set aside such area as it may deem to be required for a school or other public use. Upon failure of the proper authorities to purchase such site within one year after the date of the approval of the plat, the subdivider, upon application to the Commission and approval of such application, shall be relieved of the responsibility of reserving such land for public purposes.

(4) Preservation of natural features. The Commission may require the preservation of all natural features which add value to residential developments and to the community, such as large trees or groves, watercourses and historic spots and similar irreplaceable assets. In no case shall a tree over 12 inches in diameter measured three feet from the base be removed without prior approval by the City Arborist.

G. General grading. No final slope on the property shall exceed the normal angle of repose of the soil of said slope as determined by the City Engineer, except where said slope consists of a natural rock formation or is supported by a retaining wall or equivalent of a design acceptable to the City Engineer.

H. Improvements.

(1) In major subdivisions the following improvements are required:

(a) Paved streets.

(b) Street signs.

(c) Curbs and gutters, or roadside swales. Curbs shall be required as per standard specifications to stabilize intersections, entrances, and parking areas, and where they are necessary for the conveyance of stormwater and protecting road surfaces and driveway surfaces from vehicular traffic.

(d) Sidewalks.

(e) Streetlighting.

(f) Shade trees. Shade trees 150 feet on center each side of the road shall be located so as not to interfere with utilities or sidewalks and shall be of the types recommended by the City Arborist.

(g) Topsoil protection. No topsoil shall be removed from the site or used as spoil. Topsoil moved during the course of construction shall be redistributed so as to provide at least six inches of cover to all areas of the subdivision and shall be stabilized by seeding or planting.

(h) Monuments. Monuments shall be of the type, size and shape required by the City Engineer.

(i) Water mains, culverts, storm sewers and sanitary sewers.

[1] All water installations shall be looped; all sewer and storm sewer systems shall be extended at minimum slope, maximum depth, and connected with an approved method and shall be adequate to handle all present and probable future development.

[2] All of the above-listed improvements shall be subject to inspection and approval by the City Engineer, who shall be notified by the subdivider at least 24 hours prior to the start of construction. No underground installation shall be covered until inspected and approved.

[3] Utility easements shall be required to be granted and recorded by the subdivider to allow extension of utilities to neighboring properties.

(j) Swales. Conveyance of stormwater is permitted by open drainage systems where appropriate for environmental and engineering integrity and design. Such systems shall be separated from the edge of road to the top of bank by a minimum five-foot shoulder. The depth of such systems shall not exceed two feet below crown of road. The side slope shall be a maximum of 4:1. The bottom of the system shall have a minimum width of two feet. The system slope shall be such that the maximum velocity does not exceed two feet per second. The system has to be designed in such a way as to incorporate driveway and crossroad drainage pipes; such systems shall be restored with topsoil and sod. Temporary check dams shall be placed in intervals not to exceed 300 feet.

(k) Headwalls. Storm drainage pipes which are part of an open swale drainage system shall be terminated with a headwall in accordance with standard specifications.

(2) The developer shall complete all utilities and street improvements not specifically waived by the Commission in accordance with standard specifications as issued by the City Engineer and with any additional requirements specified by the Commission. Construction drawings shall be submitted in a form satisfactory to the City Engineer.

(3) When the Commission or the City Engineer, due to planning considerations extraneous to the subdivision, requires a standard of improvements higher than that which is sufficient to serve the subdivision, the amount of the bond to be posted shall be deemed to be satisfactory if it adequately covers the cost of improvements which would be normally required.

(4) The developer shall pay the review and inspection fees as set forth in Chapter 230, Zoning, § 230-57, Planning, Zoning and Engineering Fees. The cost for each segment or phase of the development shall be paid prior to commencement of utility construction.

§ 230-9. - R-1 Single-Family Residential District.

In an R-1 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The intent of the R-1 Residential District is to preserve the spacious residential atmosphere and quality of living of existing low-density residential development, to provide for the orderly and appropriate development of new low-density housing and to allow related uses that would not be detrimental to the residential character of the district.

B. Permitted uses. Permitted uses for the R-1 District shall be as follows:

(1) A single-family detached residential dwelling.

(2) Farming, agricultural activities and roadside stands for the sale of farm and nursery products produced on the property where offered for sale.

(3) Municipal and public services and facilities, including City Hall, water storage towers, water reservoirs, water pumping stations, water treatment plants, sewage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, public transportation bus or transit stops, police and fire stations and substations for electric, gas and telephone facilities.

(4) Parks, playgrounds, athletic fields, recreation buildings, swimming pools and community centers operated on a noncommercial basis for recreation purposes.

(5) Customary accessory uses, such as private garages, swimming pools and storage sheds, subject to the following special requirements:

(a) The primary residence must exist or be under construction.

(b) Private residential garages shall not exceed 750 square feet.

(c) Residential storage sheds or related outbuildings shall not exceed 150 square feet.

(6) Home occupational/office (subject to the following special requirements):

(a) All employees are to be of the immediate family.

(b) The appearance of the dwelling shall not be inconsistent with the primary use of the structure.

(c) The area used for the home occupation shall not exceed 30% of the total floor area of the dwelling, unless, as in the case of family day care, the state has final jurisdiction of the area requirements.

(d) No storage of products or associated materials is allowed in accessory structures/buildings, and no products are to be stored where they are outwardly visible to the public view.

(e) Family day care shall involve a maximum of six full-time and two after-school children, as specified by state regulations.

(f) The occupation will not cause excessive vehicular traffic or noise.

(g) The occupation will not involve animal boarding and/or care.

C. Conditional uses subject to special regulations. The following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions in Article IX of this chapter:

(1) Churches and other places of worship and cemeteries.

(2) Public and private elementary, junior or senior high schools.

(3) Day-care centers.

(4) Conversion of a one-family dwelling into multiple dwelling units, if such dwelling is structurally sound but too large to be in demand for one-family use and if that conversion would not impair the character of the neighborhood, subject to conformance with the following requirements:

(a) There shall be a lot area of at least 2,000 square feet for each unit to be accommodated.

(b) There shall be a gross leasable floor area, computed as the sum of those areas enclosed by the outside faces of all exterior walls surrounding each story used for the residence, exclusive of any area for any accessory private garage, of at least 500 square feet per family to be accommodated.

(c) No dwelling shall be converted unless it complies with Chapter 145, Housing Standards, and Chapter 88, Building Construction, of this code.

(d) No addition shall extend within the front yard, side yards or rear yard required for the district within which it is located.

(e) Fire escapes and outside stairways leading to a second or higher story shall, where practicable, be located on the rear of the building and shall not be located on any building wall facing a street.

(f) Two off-street parking spaces shall be provided for each additional dwelling unit created.

(5) Professional occupation restricted to the owner/occupant, subject to conformance with the following requirements:

(a) There shall be three off-street parking spaces in addition to those otherwise required.

(b) No more than two persons shall be employed by the practitioner of the professional occupation to provide secretarial, clerical, technical or similar assistance.

(c) No storage of materials or products outside the dwelling shall be permitted unless completely housed.

(d) The area used for the practice of a professional occupation shall occupy no more than 50% of the total floor area, including garages or other accessory buildings.

(e) The professional use shall be clearly incidental to the residential use of the dwelling and shall not change the essential residential character of the dwelling.

(f) No external alterations inconsistent with the primary residential use of the dwelling shall be allowed.

(g) No display of products shall be visible from outside the building.

(6) Customary home occupation or a studio for artists, designers, photographers, musicians, sculptors and other similar persons, subject to conformance with the following requirements:

(a) The area used for the practice of the home occupation or studio shall occupy no more than 50% of the total floor area of the dwelling unit in which it is located.

(b) No storage of materials or products outside the dwelling shall be permitted unless completely housed.

(c) The home occupation or studio shall be clearly incidental to the residential use of the dwelling and shall not change the essential residential character of the dwelling.

(d) No external alterations inconsistent with the primary residential use of the dwelling shall be allowed.

(e) No display of products shall be visible from outside the building.

(f) A maximum of two employees shall be permitted in the operation of the home occupation or studio.

(7) Social club or fraternal, social service, union or civic organization.

(8) Cultural facilities, including a library, museum or art gallery.

(9) Country club, regulation golf course, including customary accessory uses, provided that all buildings have a minimum setback of 120 feet from all street and property lines.

(10) Planned unit residential development.

(11) Planned Residential Neighborhood Development.

(a) Planned Residential Neighborhood Development. In order to encourage superior residential environments through a unified planning process, the Planned Residential

Neighborhood Development shall be permitted in the R-1 Single Family Residential District Zone as a conditional use subject to the provisions of this chapter and after a determination by the Planning Commission that the proposed planned neighborhood design presents a community design that would not be possible under the conventional zone and is in accordance with the goals and policies of the Comprehensive Plan. The minimum size required for a Planned Residential Neighborhood Development (PRND) shall be 10 acres.

(b) Review process. The planned neighborhood design option shall involve a three-step review and approval process. In the first step, the developer shall meet with the City Council and present a general sketch plan and a statement documenting the project's compliance with the goals of the Comprehensive Plan for review. The general sketch plan shall reflect the general layout of streets, open space, and housing areas and types. The City Council shall determine whether the proposed project is of such a design and type that it warrants further review by the Planning Commission. If the City Council determines that further review is warranted, the second step shall be the conditional use review process which involves the submission of a conceptual plan which conforms in content to the design standards and requirements specified in this section, as well as the plan submission requirements of this chapter and Subdivision Ordinance. If the conditional use/conceptual subdivision plan is approved, the plan would proceed to the third step which involves the submission of a site development plan and preliminary/final subdivision plans for review and approval by the Planning Commission and City Council.

(c) Maximum density. The gross residential density in a Planned Residential Neighborhood Development shall not exceed four dwelling units per acre, however the density could be increased to eight dwelling units per acre, provided the development provides the amenities listed under the density bonus section. In no case shall the development exceed eight dwellings units per gross acre.

(d) Design standards. The design standards and dimensional requirements (bulk and parking regulations) shall be in accordance with this chapter.

[1] Lot coverage. Based on the following type of residential construction, the following is the maximum lot coverage:

[a] Single-family detached dwelling: 35%.

[b] Single-family semidetached dwelling: 35%.

[c] Single-family attached dwelling: 40%.

[d] Garden apartments/condominiums: 30%.

[2] Minimum setback areas. New buildings shall observe a twenty-five-foot minimum front yard, ten-foot minimum side yards, and a twenty-five-foot minimum rear yard.

[3] Height of buildings. The height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

[4] Off-street parking. Off-street parking shall be provided for residents, visitors and employees of the facility. The applicant shall demonstrate to the satisfaction of the Planning Commission that, based on total potential occupancy load (resident, visitor and employee), a sufficient number of off-street parking spaces will be provided.

(e) Design requirements.

[1] Common open space.

[a] The area set aside and preserved for open space shall aggregate no less than 25 percent of the total site area. Common open space shall be provided in the PRND proposals. The common open space shall not include any wetlands, floodways or similar area not suitable for building as determined by the Planning

Commission and City Council. Significant natural features shall be incorporated into common open space whenever possible.

[b] The common open space shall be designed as a contiguous area if possible, and shall be interspersed with residential areas so as to provide pedestrian access and visual amenity. The common open space shall be designed and maintained by the property owner/s or an HOA. Recreational areas shall be constructed and may be located within the 25% of open space set aside.

[2] Planned neighborhoods. The area set aside and preserved for open space shall aggregate no less than 25% of the total site area.

[3] Buffers. Buffers shall be required to provide transition between planned residential development and adjacent properties/rights-of-way or changes in land use. Buffers should consist of earth berms and a planting area. No building shall be constructed less than 40 feet from the perimeter property line of the development. This buffer may consist of either common open space, earth berms, planting areas or private yards or a combination of both; however, no more than 30% of the required buffer area may be counted toward the minimum common open area requirement.

[4] Disruption of natural environment. The planned neighborhood design development shall be designed and scheduled so as to minimize earthmoving, erosion, tree clearance and other disruption of the natural environment. Existing vegetation shall be preserved wherever possible. Where extensive natural tree cover and vegetation do not exist or cannot be preserved on the site, landscaping shall be undertaken in order to enhance the appearance of the development and screen streets and parking areas, and enhance privacy of private dwellings. Natural drainage systems shall be preserved wherever possible.

[5] Privacy. Dwelling unit structures shall be located and arranged so as to promote privacy for residents within the development and maintain privacy for residents adjacent to the development. Recreational and nonresidential uses shall be located and designed so as not to interfere with nearby residential areas. All structures and activities located near the periphery of the site shall be designed so as to harmonize with neighboring areas.

(f) Density bonus.

[1] A density bonus may be granted if the developer furnishes improvements that significantly demonstrate to the Planning Commission that the improvements contribute to superior design and which exceed the standard requirements of the city ordinances in accordance with the following schedule:

[a] Open space. For each increase of 10% in common open space over the minimum requirement of 25%, a density bonus of 10% shall be granted.

[b] Housing types. Neighborhood design which integrates a variety of housing types to provide architectural diversity and which avoids monotony and segregation by dwelling type in order that single housing type does not dominate the planned neighborhood or section thereof shall be awarded a density bonus of 10%. The term "housing type" refers to each of the following dwelling types: single-family detached houses, semidetached and duplex houses, multiplexes, townhouses, and garden apartments.

[c] Public buildings. The construction and leasing of a public building, including a firehouse, or a library, or a branch library which is necessitated, either wholly or partially, by the development, may increase the permitted density by 10%, if approved by the City, the Planning Commission and the agency to which the building is to be leased.

[d] School sites. The donation of a school site may increase the permitted density by 25%, if approved by the City, the Planning Commission and the local school board.

[e] Recreation facilities. Where the developer provides recreation facilities in accordance with recommendations from the City, the Planning Commission, and the Parks and Recreation Department where the facilities are in excess of those required by City ordinances, a density bonus of 5% shall be given. Such facilities may include, but are not limited to walking trails, bike paths, tennis courts, and boating access areas.

[f] Community gardens. The reservation of additional common land for the establishment of community gardening space for the raising of flowers, fruits and vegetables shall be awarded a 5% of density bonus.

[g] Community day-care facilities. The construction of a building to house a day-care center for use primarily by residents of the community shall be awarded a density bonus of 10%.

[h] Community buildings. The construction of a community building to serve as a meeting hall for various community functions, including, but not limited to, civic meetings, recreational purposes, receptions and special events, shall be awarded a density bonus of 10%.

[i] Conservation easements. The establishment of a permanent easement for the purpose of conserving and protecting a woodland area, a wetland area, and/or a stream corridor from removal of existing natural vegetation, and/or encroachment by future development shall be awarded a density bonus of 5%.

[j] Parking lot landscaping. The construction of landscaping in and around parking lots/areas shall be awarded a density bonus of 2%.

[k] Low-level lighting. The construction of low level light within the development and in/around parking lots/areas shall be awarded a density bonus of 3%.

[l] School bus pull off/school bus shelter. The construction of school bus pull offs or school bus shelters within the development shall be awarded a density bonus of 5%.

[2] Note: City Council will have the final determination in determining the amount of the allowable density bonus.

(g) Conditional use plan approval.

[1] In addition to the minimum conditional use plan requirements listed in this chapter and the minimum conceptual subdivision plan requirements listed in the Land Subdivision Regulations, the following additional items shall be reflected on or shall accompany the conditional use plan:

[a] Architectural drawings illustrating exterior elevations of typical dwelling units and nonresidential structures to be constructed.

[b] Statements and illustrations of the materials to be used in construction and their compatibility with the City Building Code and other codes relating to construction.

[c] Total acreage of development, land uses in each area, total number of dwelling units, average gross residential density, average lot area and lot width by unit type, and gross residential density in each section.

[d] Building coverage lines accurately locating all types of dwelling units, and nonresidential structures, giving dimensions of the structures, distances between the structures, and distances to street rights-of-way and parking areas, with

distances accurate to the nearest hundredth of a foot, and total amount and percentage of impervious area.

[e] Accurate dimensions of common open space areas specifically indicating those areas to be developed for active recreation. Where common space areas are to be developed, the exact location of the structures in common open space will be illustrated.

[f] Locations and dimensions of parking areas and pedestrian walkways.

[2] Each application for a conditional use plan approval shall be accompanied by a fee of $700 (§ 230-57).

(h) Site development preliminary subdivision plan review.

[1] Application for site development plan approval shall be made to the Planning Commission in accordance with this chapter and the land subdivision regulations. Such application may be requested in stages. The following additional requirements shall be included for review along with the site development plan submission:

[a] A development phasing plan if proposed, which clearly defines the boundaries of each phase of the development and indicates the number of dwelling units to be constructed in each phase. Each phase shall be assigned a number which represents that phase's order in the construction sequence of the development.

[b] Architectural drawings illustrating exterior and interior designs of typical dwelling units of each type and nonresidential structures to be constructed.

[c] Statements and illustrations of the materials to be used in construction and their compatibility with the City Building Code and other codes relating to construction.

[d] All covenants running with the land governing the reservation and maintenance of dedicated or undedicated open space land. These shall bear the certificate of approval of the City Solicitor as to their legal sufficiency.

[e] Restrictions of all types which will run with the land and become covenants in this chapter or in the Land Subdivision Regulations.

[f] In the case of a planned neighborhood design which is proposed to be developed over a period of years in specific phases, the site development/preliminary subdivision plan requirements as listed in this section shall apply to the phase or phases for which approval is being sought. The site development plan for each phase must demonstrate compliance with minimum plan requirements and shall provide phase specific information regarding proposed development density and dwelling types, locations of common open space, sanitary sewer and water distribution systems, and street systems consistent with the approved conditional use conceptual plan developed for the entire neighborhood.

[2] Each application for a preliminary plan approval and final plan approval shall be accompanied by a fee of $1,000 plus $10 per dwelling unit (§ 230-57).

(i) Site requirements.

[1] All structures shall be so located as to provide proper access to the building for fire-fighting equipment, trash collection and deliveries.

[2] All off-street parking shall be provided at the rate of 2.5 spaces for every dwelling unit.

[3] Outdoor light fixtures shall be provided at locations that will assure the safe and convenient use of walks, steps, parking areas, driveways, streets and other facilities.

[4] Facilities for temporary trash/refuse storage shall be provided in such manner that is adequate for the dwelling units they support.

(j) Final subdivision plat approval.

[1] Final subdivision plat review and approval for planned neighborhood design projects involving subdivision of land shall follow the requirements pertaining to the review and recordation of final subdivision plats. In the case of projects for which a phasing plan has been approved, the final subdivision plat for each phase shall demonstrate compliance with minimum plan requirements and shall provide phase specific information regarding proposed development density and dwelling types, locations of common open space, sanitary sewer and water distribution systems, and street systems consistent with the approved conditional use conceptual plan developed for the entire neighborhood.

[2] Each application for a preliminary plan approval shall be accompanied by a fee of $1,000 plus $10 per dwelling unit (§ 230-57).

(12) Bed-and-breakfast, subject to the following requirements:

(a) The bed-and-breakfast establishment does not adversely affect the residential character of the neighborhood and such use is carried on in an existing residential structure.

(b) The building proposed for use as a bed-and-breakfast must have the owner of the bed-and-breakfast residing in the building as his/her principal residence.

(c) The serving of meals shall be limited to breakfast and afternoon tea for overnight guests and customers.

(d) Rooms used for sleeping shall be part of the primary residential structure and shall not have been specifically constructed for rental purposes.

(e) No exterior alterations other than a sign and those required by law to ensure the safety of the structure shall be made.

(f) The bed-and-breakfast operation shall not use more than 50% of the floor area of the principal residence. Common areas such as the kitchen, foyer, living room or dining room are not included in this calculation.

(g) No areas shall be floodlit. Drives and parking areas shall not be illuminated by lighting fixtures higher than 20 feet. Sidewalks shall not be illuminated by lighting fixtures higher than 15 feet. Exterior lighting shall be so shaded as to prevent illumination off-site. All external lighting, except for demonstrated security needs, shall be extinguished by 10:00 p.m.

(h) All bed-and-breakfasts must be in compliance with the requirements of the Uniform Building Code and Uniform Fire Code as adapted and enforced by the state fire marshal. Requirements include smoke detectors centrally located on each floor with sleeping rooms and the basement stairway. They must have battery backup and be connected or have a sounding device to provide an alarm which can be heard in all sleeping areas. Every sleeping room must provide at least 50 square feet of floor area per guest and have an operable window of 5.7 square feet or more of clear opening or exterior door for emergency escape or rescue. The maximum distance to a fire extinguisher rated 2A and having a BC rating is 75 feet.

(i) Safe food handling is the responsibility of the "host." He/She must properly train employees and other household members in safe food handling procedures and requirements and secure the proper state health permit if applicable.

(j) Parking requirements: one space per guestroom plus two spaces for residence. Spaces shall be located to the side and rear of the building and shall be screened from adjacent properties by a five-foot-high wood or masonry fence or by sight-obscuring vegetation of the same height. The area of the parking lot, including driveways, shall be graded, surfaced with asphalt or other suitable material and drained to the satisfaction of the City

Engineer to the extent necessary to prevent dust, erosion or excessive water flow across streets or adjoining properties.

D. Area regulations.

(1) Minimum lot area shall be 10,000 square feet. Minimum interior lot shall be 10,000 square feet. Minimum corner lot shall be 13,000 square feet.

(2) Maximum lot coverage shall be 30%, exclusive of accessory buildings.

(3) Minimum lot width shall be 80 feet.

(4) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

(5) Minimum front building setback line shall be 25 feet.

(6) Minimum rear yard shall be 25 feet. For corner lots the rear yard may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(7) Side yards shall be provided as follows: each lot shall have two side yards with a minimum of 12 feet each.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Signs shall comply with the requirements provided in Article VI of this chapter.

(10) Decks, subject to the following requirements:

(a) The deck cannot be located in the front yard.

(b) A minimum distance of 10 feet must be maintained from the deck to the rear property line.

§ 230-10. - R-2 Residential District.

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

A. Purpose. The purpose of the R-2 District is to permit housing at a greater density than in the R-1 District by providing for the orderly development of low- to medium-density residential housing into those areas where public services are available. This district also allows for professional home occupations. Finally, it protects existing developments of this nature and excludes noncompatible ones.

B. Permitted uses: all uses permitted in the R-1 District.

C. Conditional uses: all uses specified as conditional uses in the R-1 District, and the following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with Article IX of this chapter:

(1) Single-family semidetached dwelling.

(a) Ownership.

[1] Dwelling units and individual lots of a single-family semidetached dwelling may be owned separately if separate utility systems are provided and if separate lots for all dwelling units in a building are created at the same time in conformance with Chapter 200, Subdivision of Land, of this Code.

[2] Provisions satisfactory to the City Council shall be made to assure that areas of common use of the occupants, but not in individual ownership, shall be maintained in an acceptable manner without expense to the general public.

D. Design requirements. No apartment/dwelling units shall be located within a cellar.

E. Site requirements.

(1) The structure shall be so located as to provide proper access to the building for fire-fighting equipment, trash collection and deliveries.

(2) Off-street parking shall be provided at the rate of 2 1/2 spaces for every dwelling unit on each lot.

F. Facilities.

(1) Outdoor light fixtures shall be provided at locations that will assure the safe and convenient use of walks, steps, parking areas, driveways, streets and other such facilities.

(2) Facilities for temporary trash/refuse storage shall be provided in such a manner that is adequate for the dwelling units they must support.

G. Area regulations.

(1) For permitted uses and single-family semidetached dwellings not separately owned:

(a) Minimum interior lot area shall be 8,000 square feet and minimum corner lot area shall be 13,000 square feet.

(b) Maximum lot coverage shall be 30%.

(c) Minimum lot width shall be 80 feet.

(d) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

(e) Minimum front building setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.

(g) Side yards shall be provided as follows: each lot shall have two side yards a minimum width of eight feet on each side.

(h) Parking shall comply with the requirements provided in Article IV of this chapter.

(i) Signs shall comply with the requirements in Article VI of this chapter.

(j) Decks, subject to the following requirements:

[1] The deck cannot be located in the front yard.

[2] A minimum distance of 10 feet must be maintained from the deck to the rear property line.

(2) For single-family semidetached dwellings separately owned:

(a) Minimum interior lot area shall be 4,000 square feet and minimum corner lot area shall be 6,500 square feet.

(b) Maximum lot coverage shall be 30%.

(c) Minimum lot width shall be 40 feet.

(d) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

(e) Minimum front building setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.

(g) Side yard shall be provided as follows: each lot shall have one side yard a minimum width of eight feet.

(h) Parking shall comply with the requirements provided in Article IV of this chapter.

(i) Signs shall comply with the requirements in Article VI of this chapter.

§ 230-11. - R-3 Garden Apartment and Townhouse District.

In an R-3 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The purpose of the R-3 District is to provide for the orderly development of existing and proposed medium- to high-density residential areas where adequate public facilities exist. The district will permit development of garden-type apartments as well as townhouses that will yield high densities in selected areas, multifamily dwellings and a variety of housing types.

B. Permitted uses. Permitted uses for the R-3 District shall be as follows:

(1) All uses permitted in an R-2 District and subject to its area regulations, unless otherwise indicated in this section as provided below:

(a) Single-family and two-family dwellings shall be subject to the following area regulations:

[1] Minimum lot area shall be 7,500 square feet.

[2] Maximum building coverage shall be 45%.

[3] Minimum lot width shall be 60 feet.

[4] Height of buildings shall not exceed three stories or 35 feet.

[5] Minimum building setback line shall be 30 feet.

[6] Side yards shall be provided as follows: each lot shall have at least two side yards eight feet in width, except semidetached structures, which shall have at least one side yard per lot eight feet in width.

[7] Minimum rear yard setback shall be 15 feet. For corner lots the rear yard setback may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

[8] Decks, subject to the following requirements:

[a] The deck cannot be located in the front yard.

[b] A minimum distance of 10 feet must be maintained from the deck to the rear property line.

(2) Garden or low-rise apartments, subject to site plan review and the following requirements:

(a) The number of dwelling units per acre shall not exceed 16.

(b) Building coverage shall be a maximum of 20% for any lot developed for garden apartments.

(c) The maximum number of dwelling units per building shall be 12.

(d) Distance between buildings or groups of buildings shall be as follows: each building or group of buildings shall be at least 25 feet from any other building or group of buildings.

(e) Minimum lot width on any public street shall be at least 50 feet.

(f) Minimum lot size shall be one acre for garden apartment properties or complexes, with a minimum of 2,500 square feet of lot area for each dwelling unit.

(g) A minimum of 400 square feet per unit shall be designated as open space subject to the following recreational use requirements in Subsection B(2)(h) herein.

(h) Recreational use requirement. 50% of the required open space shall be set aside for recreational uses. This requirement only applies to subdivisions or developments with 15 or more lots or units.

(3) Townhouses or row dwellings, subject to site plan review and the following requirements:

(a) The number of dwelling units per group shall not exceed eight nor be fewer than three.

(b) The number of dwelling units per acre shall not exceed 12.

(c) Maximum building coverage shall be 60%.

(d) No group of townhouses shall be closer than 60 feet as to facing walls and 30 feet as to end walls from any other group of such dwellings nor closer than 60 feet from any boundary line of a designated townhouse area of which the group is a part.

(e) There shall be within any contiguous group of townhouses at least three different architectural plans having substantially different designs and building materials. In addition, no more than three continuous townhouses shall have the same front setback, and the variations in front setback shall be at least four feet.

(f) The minimum width of any side yard abutting a street, driveway or parking area within the townhouse area shall not be less than 30 feet.

(g) Height of buildings shall not exceed three stories or 35 feet.

(h) Alleys in the rear of townhouse groups are required for access to units by owners and to facilitate City services, trash collection, meter reading and parking.

(i) Minimum lot size shall be one acre for townhouse projects or complexes, with a minimum of 2,000 square feet of lot area for each dwelling unit.

(j) A minimum of 400 square feet per unit shall be designated as open space subject to the recreational use requirements in Subsection B(3)(k) herein.

(k) Recreational use requirement. 50% of the required open space shall be set aside for recreational uses. This requirement only applies to subdivisions or developments with 15 or more lots or units. [2]

C. Conditional uses subject to special regulations. All uses specified as conditional uses in the R-1 and R-2 Districts and subject to its area regulations, and the following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions of Article IX of this chapter:

(1) Rooming or boarding houses.

(2) Business offices for administrative purposes only.

(3) Professional offices (nonresident).

(4) Medical clinics.

(5) Sanatoriums or nursing homes.

(6) Mobile home parks, subject to conformance with the following requirements and subject to site plan review:

(a) The total area to be developed as a mobile home park shall be at least 20 acres.

(b) The maximum density shall not exceed eight units per acre.

(c) Mobile home parks with more than 25 units shall provide at least 5,000 square feet or 400 square feet per lot of open space. At least 10% of the open space shall be developed as a recreational area.

(d) Landscape screening shall be required along all property lines. The screening shall be accomplished with an evergreen hedge, shrubs or trees. The screen shall be located not less than five feet from the property line.

(e) Common sidewalks four feet in width shall be required where pedestrian traffic is located. Individual sidewalks 2 1/2 feet wide shall connect each mobile home unit to the common walk.

(f) Off-street parking shall be provided on the basis of two spaces per lot. All parking areas shall be located not more than 400 feet from the mobile home unit. There shall be no on-street parking.

(g) Streets shall be required from abutting public streets to individual lots. The streets shall be designed to minimize congestion and traffic hazards and must be built to the street and storm drainage specifications of Chapter 200, Subdivision of Land, of this Code. No more than two streets shall intersect at one point.

(h) Minimum requirements for mobile home lots.

[1] Lot area shall be 5,000 square feet per mobile home.

[2] Width shall be 40 feet.

[3] Public street setback shall be 50 feet.

[4] Mobile home park setback shall be 35 feet.

[5] Mobile home street or parking area setback shall be 30 feet.

[6] Distance from other mobile homes and buildings shall be 25 feet.

[7] One patio shall be required per unit, 10 feet by 40 feet paved.

[8] Landscaping shall be one tree per lot.

[9] Mobile homes must meet the requirements of the Federal Manufacturer Housing Construction and Safety Standard Act of 1974.

[10] The entire lot occupied by a mobile home park shall be maintained in single ownership throughout the entire life of the mobile home park.

(7) Art or specialty shops/galleries. The following items shall be reviewed for conformance during the site plan review hearing by the Planning Commission:

(a) The residence shall remain as the predominant feature of the site.

(b) The shop or gallery shall occupy only 40% of the residence.

(c) Public parking shall be available, with the determination of said parking requirements being made by the Planning Commission during the site plan review hearing. These determinations and recommendations must be done in conjunction with any state regulations concerning traffic control within the given site area.

(d) The Fire Marshal review must be applied for and recommendations made by the agency must be presented two weeks prior to the hearing date. All requests or recommendations shall be adhered to.

(8) Planned unit residential development.

ARTICLE V - Landscape Screening

§ 230-22. - District requirements.

A. Residential districts.

(1) In any R-1, R-2, R-3 and R-8 District, a landscape screen and/or fence or wall a minimum of six feet in height shall be planted and/or erected to separate any permitted nonresidential use from any existing residential use on a contiguous lot. Such landscape screen and/or fence or wall may extend into the lot setback, side yard and rear yard.

(2) In any R-3 or R-8 District, for any lot developed for garden apartments or townhouses, a landscape screen and/or fence or wall a minimum of six feet in height shall be planted or erected to separate any contiguous lot developed as a single-family detached or semidetached residential dwelling on any contiguous lot zoned R-1 or R-2. Such landscape screen and/or fence or wall may extend into the lot setback, side yard and rear yard.

B. Commercial districts. In any C-1, C-2 or C-3 District, a fifteen-foot buffer area shall be provided within which a landscape screen and/or fence or wall a minimum of six feet in height shall be planted or erected to separate any permitted use from any contiguous lot zoned R-1, R-2, R-3 and R-8 or any contiguous lot developed or approved for development for any residential use. Such landscape screen may extend into the lot setback, side yard or rear yard.

C. Institutional, Industrial and Office Building/Complex Districts: H-1, I-1, I-1, OB-1 and OC-1.

(1) Each use established in these districts shall set aside at least 20 feet in width immediately adjacent to any street upon which the lot has frontage, and extending for the full frontage of the lot, for purposes of providing for proper site distance and buffering from the public road. Within such area, the owner shall establish and maintain a planting of grass and/or horticultural ground cover. Other landscape materials may be incorporated, provided that there is no obstruction to vision, other than a tree trunk, in the area between two feet and seven feet above ground level. No use shall be made of this buffer area other than for a single driveway to provide access to the use for each 100 feet of frontage upon a public road. Such driveway shall not exceed 32 feet in width.

(2) Parking areas may be located in any hard area but shall not be closer than 15 feet to any street line or property line.

D. Limited Industrial District. At the boundary line between an I-1 District and any R-1, R-2, R-3 or R-8 District or any lot developed or approved for development for residential use, there shall be a 50-foot buffer area which shall include a landscape screen and/or fence or wall a minimum of six feet in height. Such landscape screen may extend into the lot setback, side yard or rear yard.

§ 230-23. - Maintenance.

It shall be the responsibility of the property owner of record or his delegated representative(s) to properly maintain and care for any landscape plan planted or erected.

ARTICLE IX - Conditional Uses

§ 230-46. - Purpose.

A. The intent of the conditional use is to maintain a measure of control over uses that have an impact on the entire community. Generally, conditional uses may be desirable in certain locations for the general convenience and welfare. They must use the property in a manner that assures neither an adverse impact upon adjoining properties nor the creation of a public nuisance. In short, because of the nature of the use, it requires sound planning judgment on its location and site arrangement.

B. Conditional use permits may be issued for any of the conditional uses for which a use permit is required by the provisions of this chapter, provided that the City Council shall find that the application is in accordance with the provisions of this chapter after duly advertised hearings held in accordance with the provisions of Article XII.

§ 230-47. - Application and approval procedures.

A. The application for a conditional use shall first be made with the Code Official, who shall then forward the materials to the Planning Commission.

B. The Planning Commission shall study such information and make recommendations to the City Council within 60 days of the Code Official's referral to the Commission after holding a public hearing.

C. The Council shall then act within 60 days of the receipt of the Commission's recommendation to either approve with conditions or deny such use after holding a public hearing. The Council's decision shall be based on the determination that the location of the use is appropriate, it is not in conflict with the Comprehensive Plan and it is consistent with the purpose and intent of this chapter.

§ 230-48. - Criteria for evaluation.

The following criteria shall be used as a guide in evaluating a proposed conditional use:

A. The presence of adjoining similar uses.

B. An adjoining district in which the use is permitted.

C. There is a need for the use in the area proposed as established by the Comprehensive Plan.

D. There is sufficient area to screen the conditional use from adjacent different uses.

E. The use will not detract from permitted uses in the district.

F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

§ 230-48.1. - Criteria for planned unit residential development.

A. Permitted uses. Uses, accessory uses and signs permitted in any residential district shall be permitted in accordance with the additional requirement and provisions of the article.

B. Minimum requirements, area and width. In a planned unit residential development, minimum lot area and width may be less than that required by the district regulations, except that no single-family lot shall be less than 4,000 square feet in area nor less than 40 feet in width. The width of the lot shall be between lot lines at the front building setback line as determined by the Planning Commission.

C. Density. A planned unit residential development is not intended to increase density, but to allow flexibility in the design of the number of dwelling units permitted. If a parcel or parcels have more than one zoning classification, the total permitted density may be located throughout the parcel or parcels. The total permitted density shall be determined by dividing the net development area by the minimum lot area per dwelling unit required by the zoning district in which the land is located. Net development area shall be determined by subtracting 25% of the gross area. Gross area shall not include any wetlands, floodway or similar area not suitable for building as determined by the Planning Commission.

D. Other requirements. Off-street parking, parking beneath buildings, front, side and rear setbacks, landscaping and buffering, lot coverage, number of units per building and building separation shall be as determined by the Planning Commission. Maximum height shall not exceed 48 feet and four stories maximum.

E. A planned unit residential development shall be subject to the same review procedures as for a major subdivision as provided in Chapter 200, Subdivision of Land.

F. Neighborhood commercial.

(1) Permitted neighborhood commercial uses. The following neighborhood commercial uses are permitted in a planned unit development:

(a) Retail goods and services.

(b) Child-care center (care for fewer than 24 children).

(c) Food services (grocery/convenience: cafe, coffee shop, but no facility with fuel distribution).

(d) Medical and dental offices, clinics, and laboratories.

(e) Professional and administrative offices.

(f) Repair services, conducted entirely within the building. (Auto repair and similar uses are not permitted.)

(g) Mixed use building (residential, including rentals, with other permitted use).

(h) Laundromats or dry cleaners.

(i) Art, music, or photography studio.

(j) Personnel service (barbershop, salons, video rental, fitness center and similar uses).

(k) Allowable uses (e.g., swimming pools, clubhouse and associated sport and exercise areas, tennis courts).

(2) Floor area standards. Up to 25% of the total acreage within the planned unit development may be available for nonresidential uses including neighborhood commercial, nursing home and hospice care, professional and small business office use, similar uses, but excluding areas reserved for clubhouse, pool, HOA offices and other development amenities. For neighborhood commercial, the maximum interior floor area shall not exceed 6,500 square feet total for any one use on one neighborhood commercial site without a variance.

(3) Hours of operation. Except for the swimming pool, clubhouse and associated sport or exercise areas, neighborhood commercial land uses shall be limited to the following hours of operation 6:00 a.m. to 9:00 p.m.

(4) Storage. Except for plants and garden supplies, overnight storage is not permitted.

(5) Parking. Parking spaces for the commercial space shall be determined in accordance with the overall planned unit development submission but in no event shall be less than 50% of the spaces required for standard commercial space.

(6) Control. Ownership of the land and buildings comprising the commercial space may be by individuals, corporations or partnership either in fee simple or as a condominium with limited common area control and shall be subject to the rules and regulations contained in the commercial area tenants association and covenants and restrictions. All commercial tenants shall pay dues and assessments to said association for management and upkeep of the common areas.

(7) Density. The overall density otherwise permitted under planned unit development shall be reduced at the rate of one dwelling unit per 3,000 square feet of commercial floor space.

G. A minimum of 400 square feet per unit shall be designated as open space subject to the recreational use. Recreational use requirement - 50% of the required open space shall be set aside for recreational use.

§ 230-49. - Conditions for approval; expiration.

A. In granting any conditional use permit, the City Council may designate such conditions as will, in its opinion, assure that the use will conform to the requirements as stated in § 230-48 and that such use will continue to do so.

B. Construction or operation shall be commenced within one year of the date of issuance or the use permit becomes void.

C. A reapplication for a use permit for the same lot or use shall not be considered by the City Council within a period of 365 days from its last consideration. This provision, however, shall not impair the right of the Council to propose a use permit on its own motion.

D. See fee schedule.

E. If a conditional use permit is granted under the provisions of this article, the City Council shall direct the Code Official to officially notify the applicant, in writing, of all conditions approved by the Council.

F. The approval of a conditional use is valid for one year. Unless permits are obtained or construction or use is substantially underway, all provisions of the conditional use are automatically rescinded. Permits may be revoked by the Council for failure to comply with the stated conditions of approval or applicable regulations.

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

Planning Commission Hearing: Tuesday, March 17, 2020
City Council Hearing: Monday, March 23, 2020

NOTICE IS HEREBY GIVEN that the Planning Commission and City Council will hold Public Hearings at 7:00 p.m., or as soon thereafter as possible, in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street to allow interested parties to participate in the discussion and consideration of the following zoning matter:

ORDINANCE 2020-11

Milford Ponds LLC on behalf of Ventures LLC and Milford Ponds LLC for a Preliminary Major Subdivision (Phase III Only) of 12.15 +/- acres into 52 single family units in R1, R2, and R3 Zoning Districts. Property is located along the east side of Route 113, 5,500 feet south of the Seabury Avenue intersection, Milford, Delaware. Present Use: Subdivision; Proposed Use: Subdivision to be known as Milford Ponds. Tax Map: 1-30-3.00-264.00, 1-30-3.00-264.01, 1-30-6.00-108.00, 1-30-6.00-167.00 thru -558.00, 1-30-6.00-601.00 thru -691.00

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for a Preliminary Major Subdivision (Phase III Only); and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing to allow for public comment on March 17, 2020; and

WHEREAS, Milford City Council will hold a Public Hearing on March 23, 2020 to allow for public comment and further review of the ordinance.

Dates.
Planning Commission Review & Public Hearing: March 17, 2020
City Council Introduction: March 9, 2020
City Council Public Hearing: March 23, 2020
Effective: April 2, 2020

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at RPierce@milford-de.gov or by calling 302.424.8396.

Advertised*: Beacon 02/26/20*

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

DATA SHEET FOR MISPILLION REALTY

Planning Commission Meeting: March 17, 2020

Application Number / Name	:	20-005 / Mispillion Realty
Applicant	:	Mispillion Realty, LLC 6103 S. Rehoboth Boulevard Milford, DE 19963
Owner	:	Same
Application Type	:	Change of Zone
Present Comprehensive Plan Map Designation	:	Low Density Residential
Present Zoning District(s)	:	R-2 (Residential District)
Proposed Zoning District(s)	:	C-1 (Neighborhood Commercial District)
Present Use	:	Office Building
Proposed Use	:	Office Building
Size and Location	:	0.30 +/- acres of land located along the South side of NW Front Street approximately 1,700 feet east of the US Route 113 intersection. Addressed as 522 NW Front Street.
Tax Map & Parcel(s)	:	MD-16-183.09-01-62.00

ENC: Staff Analysis Report
Exhibit A – Location & Zoning Map
Exhibit B – Survey

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THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

STAFF REPORT
February 3, 2020

Application Number / Name	**:**	20-005 / Mispillion Realty
Present Comprehensive Plan Designation	**:**	Low Density Residential
Present Zoning District(s)	**:**	R-2 (Residential District)
Proposed Zoning District(s)	**:**	C-1 (Neighborhood Commercial)
Present Use	**:**	Office Building
Proposed Use	**:**	Office Building
Size and Location	**:**	0.30 +/- acres of land located along the south side of NW Front Street approximately 1,700 feet east of US Route 113 intersection. Addressed as 522 NW Front Street.
Tax Map & Parcel(s)	**:**	MD-16-183.09-01-62.00

I. BACKGROUND INFORMATION:

- The applicant proposes to rezone the above referenced parcel from R-1 (Residential District) to C-1 (Neighborhood Commercial District) in order to redevelop the property by demolishing the existing legal non-conforming office building and constructing a new 4,320 square foot, three-story office building as shown on the provided survey.

II. STAFF ANALYSIS:

Based on the information presented, the City of Milford Code, and the Comprehensive Plan, staff submits the following regarding the request to amend the Zoning Map:

- The Change of Zone request is consistent with the adopted 2018 Comprehensive Plan Future Land Use maps, as amended. The Future Land Use designation for the property is Low Density Residential, for which C-1 (Neighborhood Commercial District) is a suitable zoning designation.

- The purpose of the C-1 district is to provide for limited commercial and professional service activities that can be compatible in a neighborhood setting to provide goods and services to local residents.

- The properties to the north and east are zoned R-3 (Garden Apartment and Townhouse District) and contains multi-family housing complexes. The property is bound to the south by the existing railroad and Silver Lake. The property to the west is undeveloped and zoned R-2 (Residential District).

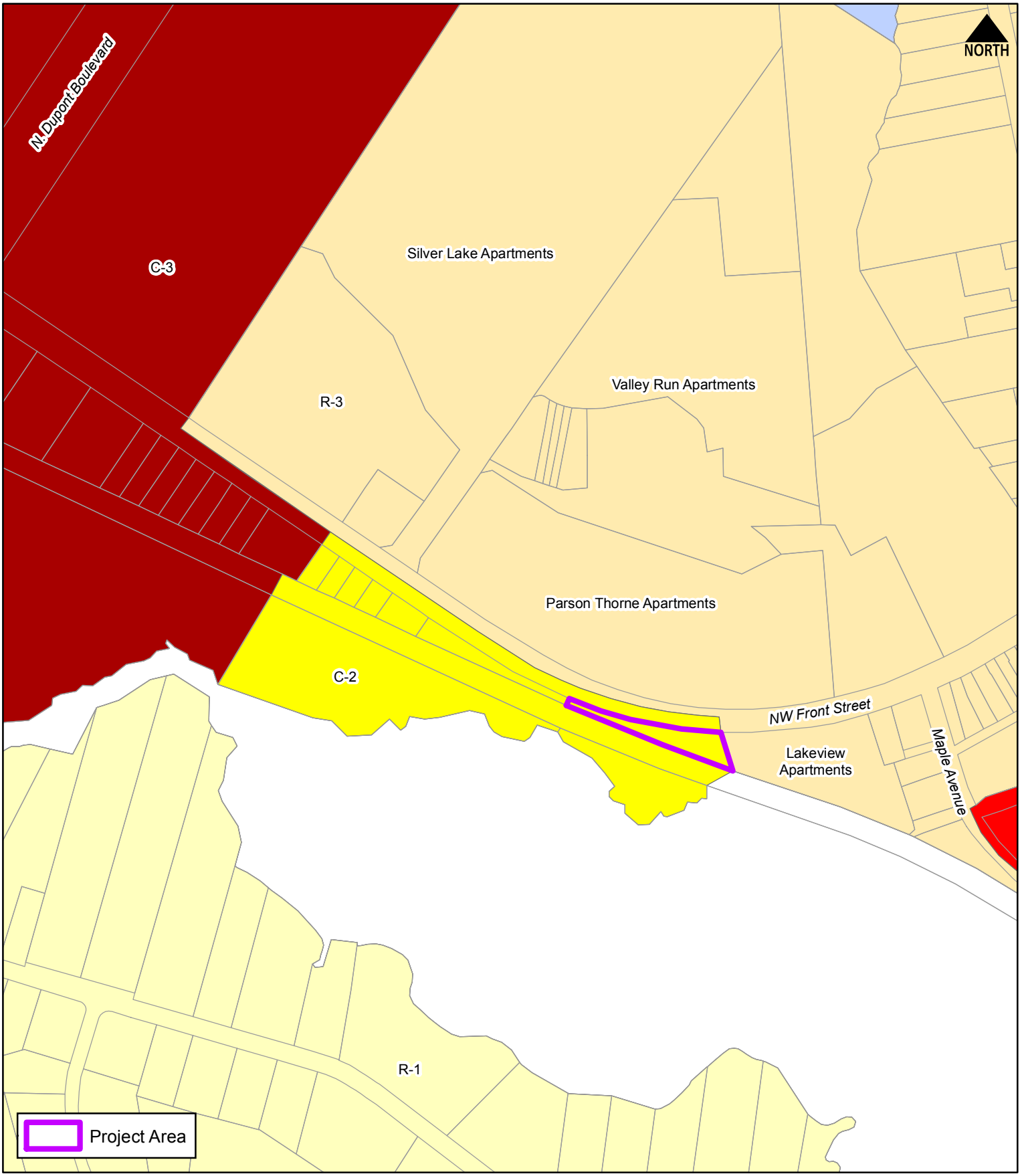
- The applicant has applied for variances from the Board of Adjustment for a reduction in the front yard setback, rear yard setback and off-street parking requirements associated with the redevelopment of the site. The Board of Adjustment is scheduled to review the application on March 12, 2020.

- Any future use of the property must comply with Chapter 230 and the C-1 (Neighborhood Commercial District) zoning use and area regulations as adopted at the time of building permit issuance, unless variances are obtained from the Board of Adjustment.

- The applicant is seeking a temporary waiver from the sidewalk installation requirement for the full frontage of the parcel.

III. AGENCY COMMENTS:

- DelDOT – No comments solicited
- Kent Conservation District – No comments solicited.
- State Fire Marshall – No comments solicited.



THE CITY of Milford DELAWARE

Scale: 0 150 300 Feet

Drawn by: WRP

Date: 02/03/20

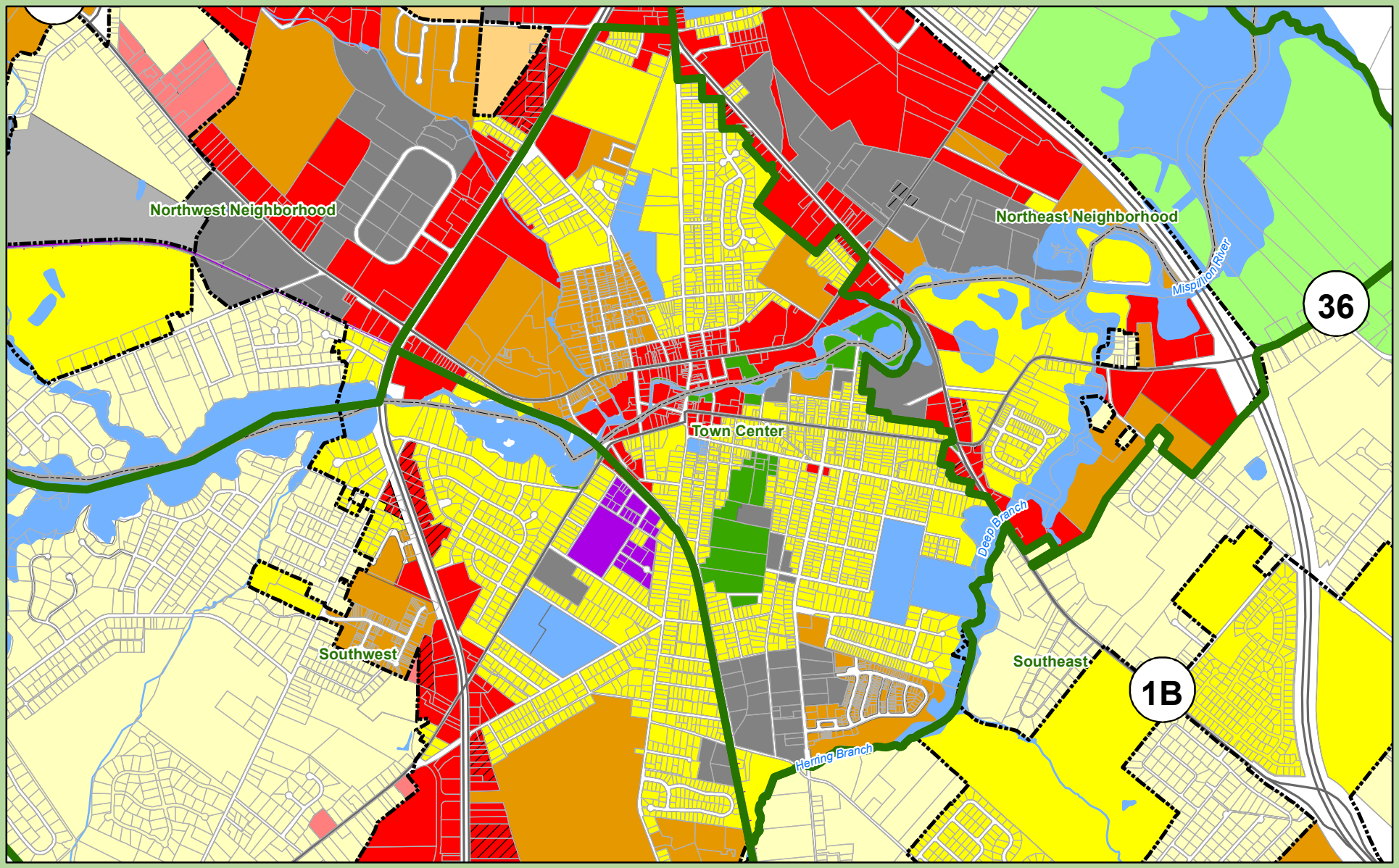
Filepath: ChangeZone_MispillionRealty.mxd

Title:

Change of Zone

Mispillion Realty

Location & Zoning Map



Neighborhoods

Land Use Type

- Open Space
- Proposed Open Space
- Low Density Residential
- Proposed Low Density Residential
- Moderate Density Residential
- Proposed Moderate Density Residential
- Employment
- Proposed Employment
- Institutional
- Commercial
- Proposed Commercial
- Industrial
- Proposed Industrial
- Transition Area
- Municipal Boundary
- County Boundaries
- State Parcels
- Routes
- Rail Lines
- Hydrology
- Bodies of Water

City of Milford, Delaware

Future Land Use

Town Center

Adopted Jan. 22, 2018, Certified TBD

0 0.1 0.2 0.4 0.6 0.8 Miles

Sources:

Municipal Boundaries - Delaware Office of State Planning Coordination, FirstMap 10/17.
DRAFT Future Landuse - City of Milford, Delaware 01/18.
Road and Rail Network - Delaware Department of Transportation, FirstMap 01/18.
Hydrology - USGS and EPA, FirstMap 01/18.

Note:This map is provided by the University of Delaware, Institute for Public Administration (IPA) solely for display and reference purposes and is subject to change without notice. No claims, either real or assumed, as to the absolute accuracy or precision of any data contained herein are made by IPA, nor will IPA be held responsible for any use of this document for purposes other than which it was intended.

THE CITY of Milford DELAWARE

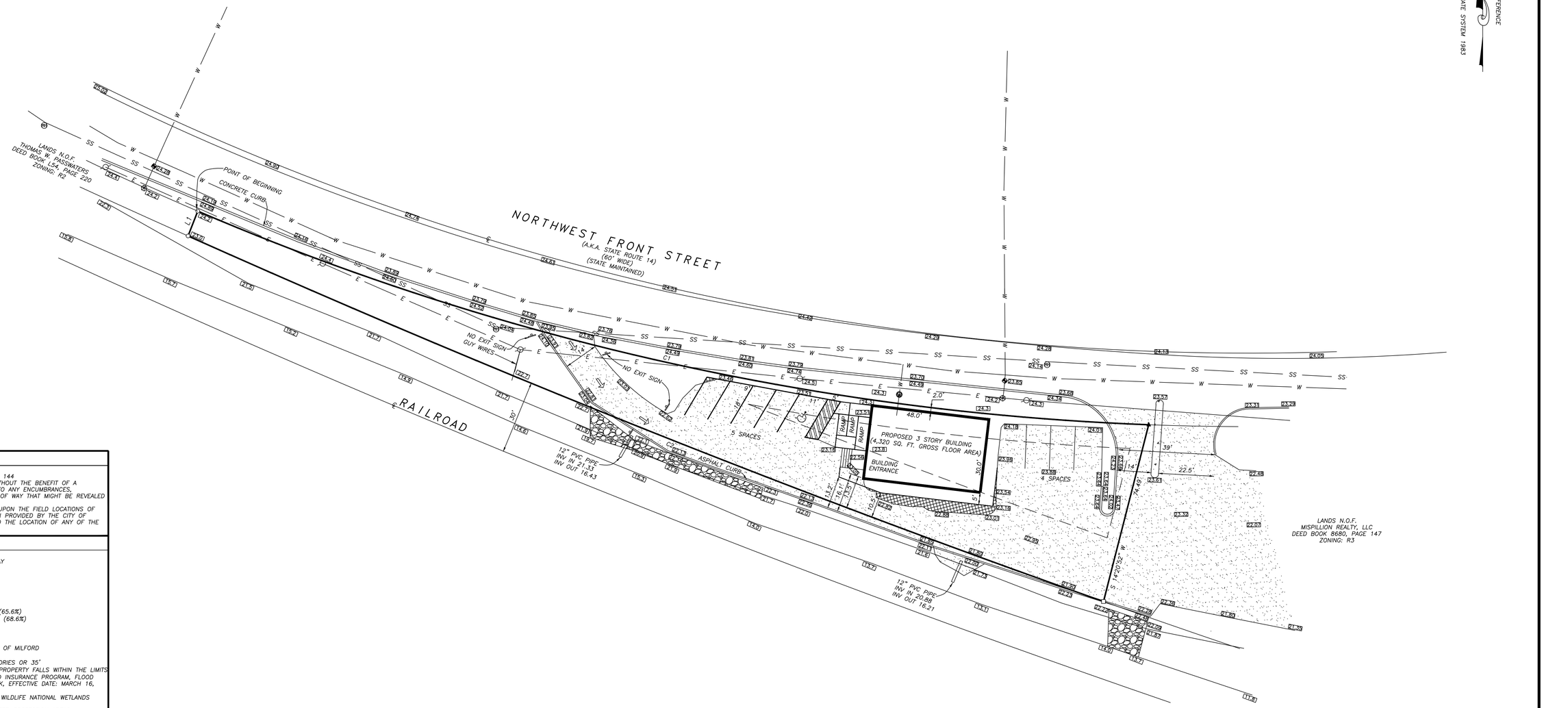
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TAX MAP NO. 5-16-183.09-01-62.00

BEARING REFERENCE
DELAWARE COORDINATE SYSTEM 1983



NOTES:

1) CLASS "B", SUBURBAN SURVEY
2) SOURCE OF TITLE: DEED BOOK 8680, PAGE 144
3) THIS BOUNDARY SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT AND IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH.
4) THE UTILITIES SHOWN HEREON ARE BASED UPON THE FIELD LOCATIONS OF THEIR SURFACE FEATURES AND INFORMATION PROVIDED BY THE CITY OF MILFORD. NO GUARANTEES ARE MADE AS TO THE LOCATION OF ANY OF THE UNDERGROUND UTILITY LOCATIONS.

DATA COLUMN:

1) OWNERS NAME: MISPILLION REALTY, LLC
   715 SOUTH DUPONT HIGHWAY
   MILFORD, DE 19963
2) TAX MAP NO. 5-16-183.09-01-62.00
3) CURRENT ZONING: R-2
4) PROPOSED ZONING: C-1
5) CURRENT USE: OFFICE BUILDING
6) PROPOSED USE: OFFICE BUILDING
5) CURRENT LOT COVERAGE: 8,695± SQ. FT. (65.6%)
6) PROPOSED LOT COVERAGE: 9,093± SQ. FT. (68.6%)
7) SETBACKS: FRONT 10'
   SIDE 5'
   REAR 25'
8) WATER, SEWER & ELECTRIC PROVIDER: CITY OF MILFORD
9) MAXIMUM LOT COVERAGE: 80%
   MAXIMUM BUILDING HEIGHT ALLOWED: 3 STORIES OR 35'
10) BY GRAPHIC SCALING AND PLOTTING, THIS PROPERTY FALLS WITHIN THE LIMITS OF ZONE "X" AS PER THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 10005C041K, EFFECTIVE DATE: MARCH 16, 2015
11) NO WETLANDS AS PER THE U.S. FISH AND WILDLIFE NATIONAL WETLANDS INVENTORY
12) PROPERTY DOES NOT INCLUDE SOURCE WATER PROTECTION AREAS (WELL-HEAD OR EXCELLENT RECHARGE AREAS) AS PER DNREC ENVIRONMENTAL NAVIGATOR.

CITY OF MILFORD APPROVAL

ERIC NORENBERG CITY MANAGER DATE

CITY PLANNING DEPARTMENT APPROVAL

PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH THE MOST RECENTLY ADOPTED AND/OR CERTIFIED VERSIONS OF THE CITY OF MILFORD'S CODE OF ORDINANCES AND COMPREHENSIVE LAND USE PLAN. THE OWNER AND THEIR ENGINEER AND/OR SURVEYOR ASSUME ALL RESPONSIBILITY FOR THE DESIGN AS CONTEMPLATED HEREIN AND ACCURACY OF ALL INFORMATION SHOWN HEREON.

CURVE TABLE:

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1091.03'	21°00'41"	400.10'	397.86'	S 77°20'17" E
C2	4929.38'	4°40'42"	402.49'	402.38'	N 68°13'48" W

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 21°18'36" E	10.89'

0 20 40 60

CITY ENGINEER APPROVAL

CONSTRUCTION IMPROVEMENTS PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH THE CITY OF MILFORD'S STANDARD SPECIFICATIONS FOR INSTALLATION OF UTILITY CONSTRUCTION PROJECTS AND SUBDIVISION PAVEMENT DESIGN. THE OWNER AND THEIR ENGINEER AND/OR SURVEYOR ASSUME ALL RESPONSIBILITY FOR THE DESIGN AS CONTEMPLATED HEREIN AND ACCURACY OF ALL INFORMATION SHOWN HEREON.

CITY ENGINEER DATE

PARKING REQUIREMENTS:

1) 1 SPACE/100 SQ. FT. OF GROSS FLOOR AREA X 4,320 SQ. FT. = 44 SPACES REQUIRED
2) 44 SPACES REQUIRED; 9 SPACES PROVIDED

SURVEYOR'S STATEMENT

I, R.B. KEMP, III, registered as a Professional Land Surveyor in the State of Delaware, hereby state that the information shown on this plan has been prepared under my supervision and meets the standards of practice as established by the State of Delaware Board of Professional Land Surveyors. Any changes to the the property conditions, improvements, boundary or property corners after the date shown hereon shall necessitate a new review and certification for any official or legal use.

R.B. KEMP, III, P.L.S. 541

LEGEND:

- FOUND IRON PIPE
- SET MAG NAIL
- SET IRON BAR
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING SEWER MANHOLE
- EXISTING WATER METER
- EXISTING UTILITY POLE
- PROPOSED SETBACK LINE
- E — EXISTING OVERHEAD ELECTRIC
- EXISTING SPOT ELEVATION
- EXISTING CONCRETE
- EXISTING RIP-RAP
- EXISTING PAVEMENT
- W — EXISTING WATER LINE
- SS — EXISTING SANITARY SEWER
- PROPOSED PAVING

Prepared By
ADAMS-KEMP ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
AND PLANNERS
217 SOUTH RACE STREET
GEORGETOWN, DELAWARE 19947
PHONE: (302) 856-6699
WWW.ADAMSKEMP.COM

BOUNDARY SURVEY & SITE PLAN

PREPARED FOR

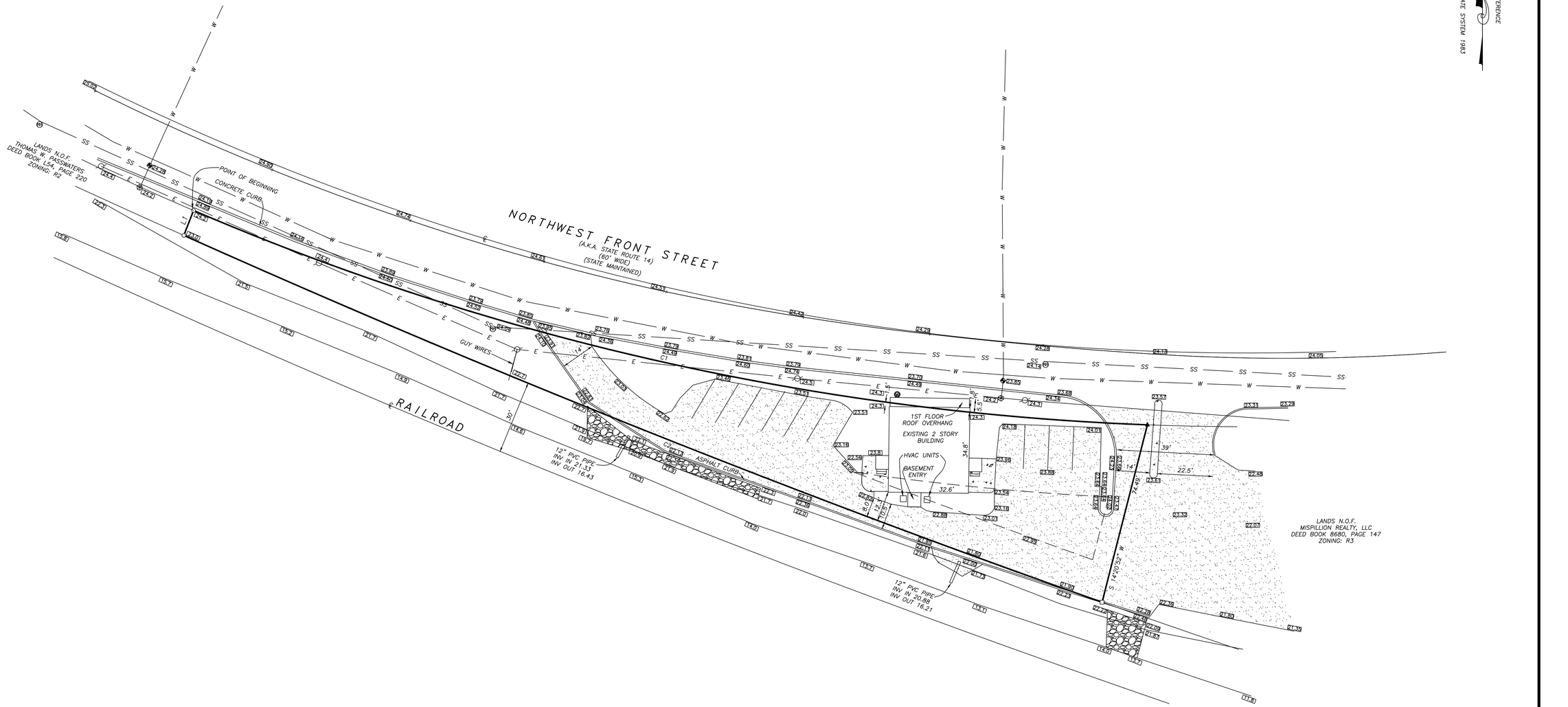
MISPILLION REALTY, LLC

FOR PROPERTY KNOWN AS
520 NORTHWEST FRONT STREET
SITUATED IN
CITY OF MILFORD, CEDAR CREEK HUNDRED, KENT COUNTY, STATE OF DELAWARE
AREA: 13,246± SQ. FT.
SCALE: 1" = 20'
DATE: MAY 28, 2019; REVISED: JULY 12, 2019

PLAN NO. 190212-D

TAX MAP NO. 5-16-183.09-01-62.00

BEARING REFERENCE
DELAWARE COORDINATE SYSTEM 1983



0 20 40 60

DATA COLUMN:

1) OWNERS NAME: MISPILLION REALTY, LLC
715 SOUTH DUPONT HIGHWAY
MILFORD, DE 19963
2) TAX MAP NO. 5-16-183.09-01-62.00
3) CURRENT ZONING: R-2
4) CURRENT USE: OFFICE BUILDING
5) LOT COVERAGE: TOTAL 8,695± SQ. FT.
6) SETBACKS: FRONT 30'
SIDE 8'
REAR 15'
7) WATER, SEWER & ELECTRIC PROVIDER: CITY OF MILFORD
8) MAXIMUM LOT COVERAGE: 30%
MAXIMUM BUILDING HEIGHT ALLOWED: 35'
9) BY GRAPHIC SCALING AND PLOTTING, THIS PROPERTY FALLS WITHIN THE LIMITS OF ZONE "X" AS PER THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 10005C041K, EFFECTIVE DATE: MARCH 16, 2015
10) NO WETLANDS AS PER THE U.S. FISH AND WILDLIFE NATIONAL WETLANDS INVENTORY
11) PROPERTY DOES NOT INCLUDE SOURCE WATER PROTECTION AREAS (WELL-HEAD OR EXCELLENT RECHARGE AREAS) AS PER DNREC ENVIRONMENTAL NAVIGATOR.

CURVE TABLE:

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1091.03'	21°00'41"	400.10'	397.86'	S 77°20'17" E
C2	4929.38'	4°40'42"	402.49'	402.38'	N 68°13'48" W

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 21°18'36" E	10.89'

SURVEYOR'S STATEMENT

I, R.B. KEMP, III, registered as a Professional Land Surveyor in the State of Delaware, hereby state that the information shown on this plan has been prepared under my supervision and meets the standards of practice as established by the State of Delaware Board of Professional Land Surveyors. Any changes to the the property conditions, improvements, boundary or property corners after the date shown hereon shall necessitate a new review and certification for any official or legal use.

R.B. KEMP, III, P.L.S. 541

NOTES:

1) CLASS "B", SUBURBAN SURVEY
2) SOURCE OF TITLE: DEED BOOK 8680, PAGE 144
3) THIS BOUNDARY SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT AND IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH

LEGEND:

- FOUND IRON PIPE
- SET MAG NAIL
- SET IRON BAR
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING SEWER MANHOLE
- EXISTING WATER METER
- EXISTING UTILITY POLE
- BUILDING SETBACK LINE
- E — EXISTING OVERHEAD ELECTRIC
- 23.27 EXISTING SPOT ELEVATION
- EXISTING CONCRETE
- EXISTING RIP-RAP
- EXISTING PAVEMENT
- W — EXISTING WATER LINE
- SS — EXISTING SANITARY SEWER

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PHONE: (302) 856-6699
WWW.ADAMSKEMP.COM

BOUNDARY SURVEY & EXISTING CONDITIONS PLAN

PREPARED FOR

MISPILLION REALTY, LLC

FOR PROPERTY KNOWN AS
520 NORTHWEST FRONT STREET
SITUATED IN
CITY OF MILFORD, CEDAR CREEK HUNDRED, KENT COUNTY, STATE OF DELAWARE
AREA: 13,246± SQ. FT.
SCALE: 1" = 20'
DATE: MAY 28, 2019

PLAN NO. 190212-D

§ 230-9. - R-1 Single-Family Residential District.

In an R-1 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The intent of the R-1 Residential District is to preserve the spacious residential atmosphere and quality of living of existing low-density residential development, to provide for the orderly and appropriate development of new low-density housing and to allow related uses that would not be detrimental to the residential character of the district.

B. Permitted uses. Permitted uses for the R-1 District shall be as follows:

(1) A single-family detached residential dwelling.

(2) Farming, agricultural activities and roadside stands for the sale of farm and nursery products produced on the property where offered for sale.

(3) Municipal and public services and facilities, including City Hall, water storage towers, water reservoirs, water pumping stations, water treatment plants, sewage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, public transportation bus or transit stops, police and fire stations and substations for electric, gas and telephone facilities.

(4) Parks, playgrounds, athletic fields, recreation buildings, swimming pools and community centers operated on a noncommercial basis for recreation purposes.

(5) Customary accessory uses, such as private garages, swimming pools and storage sheds, subject to the following special requirements:

(a) The primary residence must exist or be under construction.

(b) Private residential garages shall not exceed 750 square feet.

(c) Residential storage sheds or related outbuildings shall not exceed 150 square feet.

(6) Home occupational/office (subject to the following special requirements):

(a) All employees are to be of the immediate family.

(b) The appearance of the dwelling shall not be inconsistent with the primary use of the structure.

(c) The area used for the home occupation shall not exceed 30% of the total floor area of the dwelling, unless, as in the case of family day care, the state has final jurisdiction of the area requirements.

(d) No storage of products or associated materials is allowed in accessory structures/buildings, and no products are to be stored where they are outwardly visible to the public view.

(e) Family day care shall involve a maximum of six full-time and two after-school children, as specified by state regulations.

(f) The occupation will not cause excessive vehicular traffic or noise.

(g) The occupation will not involve animal boarding and/or care.

C. Conditional uses subject to special regulations. The following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions in Article IX of this chapter:

(1) Churches and other places of worship and cemeteries.

(2) Public and private elementary, junior or senior high schools.

(3) Day-care centers.

(4) Conversion of a one-family dwelling into multiple dwelling units, if such dwelling is structurally sound but too large to be in demand for one-family use and if that conversion would not impair the character of the neighborhood, subject to conformance with the following requirements:

(a) There shall be a lot area of at least 2,000 square feet for each unit to be accommodated.

(b) There shall be a gross leasable floor area, computed as the sum of those areas enclosed by the outside faces of all exterior walls surrounding each story used for the residence, exclusive of any area for any accessory private garage, of at least 500 square feet per family to be accommodated.

(c) No dwelling shall be converted unless it complies with Chapter 145, Housing Standards, and Chapter 88, Building Construction, of this code.

(d) No addition shall extend within the front yard, side yards or rear yard required for the district within which it is located.

(e) Fire escapes and outside stairways leading to a second or higher story shall, where practicable, be located on the rear of the building and shall not be located on any building wall facing a street.

(f) Two off-street parking spaces shall be provided for each additional dwelling unit created.

(5) Professional occupation restricted to the owner/occupant, subject to conformance with the following requirements:

(a) There shall be three off-street parking spaces in addition to those otherwise required.

(b) No more than two persons shall be employed by the practitioner of the professional occupation to provide secretarial, clerical, technical or similar assistance.

(c) No storage of materials or products outside the dwelling shall be permitted unless completely housed.

(d) The area used for the practice of a professional occupation shall occupy no more than 50% of the total floor area, including garages or other accessory buildings.

(e) The professional use shall be clearly incidental to the residential use of the dwelling and shall not change the essential residential character of the dwelling.

(f) No external alterations inconsistent with the primary residential use of the dwelling shall be allowed.

(g) No display of products shall be visible from outside the building.

(6) Customary home occupation or a studio for artists, designers, photographers, musicians, sculptors and other similar persons, subject to conformance with the following requirements:

(a) The area used for the practice of the home occupation or studio shall occupy no more than 50% of the total floor area of the dwelling unit in which it is located.

(b) No storage of materials or products outside the dwelling shall be permitted unless completely housed.

(c) The home occupation or studio shall be clearly incidental to the residential use of the dwelling and shall not change the essential residential character of the dwelling.

(d) No external alterations inconsistent with the primary residential use of the dwelling shall be allowed.

(e) No display of products shall be visible from outside the building.

(f) A maximum of two employees shall be permitted in the operation of the home occupation or studio.

(7) Social club or fraternal, social service, union or civic organization.

(8) Cultural facilities, including a library, museum or art gallery.

(9) Country club, regulation golf course, including customary accessory uses, provided that all buildings have a minimum setback of 120 feet from all street and property lines.

(10) Planned unit residential development.

(11) Planned Residential Neighborhood Development.

(a) Planned Residential Neighborhood Development. In order to encourage superior residential environments through a unified planning process, the Planned Residential Neighborhood Development shall be permitted in the R-1 Single Family Residential District Zone as a conditional use subject to the provisions of this chapter and after a determination by the Planning Commission that the proposed planned neighborhood design presents a community design that would not be possible under the conventional zone and is in accordance with the goals and policies of the Comprehensive Plan. The minimum size required for a Planned Residential Neighborhood Development (PRND) shall be 10 acres.

(b) Review process. The planned neighborhood design option shall involve a three-step review and approval process. In the first step, the developer shall meet with the City Council and present a general sketch plan and a statement documenting the project's compliance with the goals of the Comprehensive Plan for review. The general sketch plan shall reflect the general layout of streets, open space, and housing areas and types. The City Council shall determine whether the proposed project is of such a design and type that it warrants further review by the Planning Commission. If the City Council determines that further review is warranted, the second step shall be the conditional use review process which involves the submission of a conceptual plan which conforms in content to the design standards and requirements specified in this section, as well as the plan submission requirements of this chapter and Subdivision Ordinance. If the conditional use/conceptual subdivision plan is approved, the plan would proceed to the third step which involves the submission of a site development plan and preliminary/final subdivision plans for review and approval by the Planning Commission and City Council.

(c) Maximum density. The gross residential density in a Planned Residential Neighborhood Development shall not exceed four dwelling units per acre, however the density could be increased to eight dwelling units per acre, provided the development provides the amenities listed under the density bonus section. In no case shall the development exceed eight dwellings units per gross acre.

(d) Design standards. The design standards and dimensional requirements (bulk and parking regulations) shall be in accordance with this chapter.

[1] Lot coverage. Based on the following type of residential construction, the following is the maximum lot coverage:

[a] Single-family detached dwelling: 35%.

[b] Single-family semidetached dwelling: 35%.

[c] Single-family attached dwelling: 40%.

[d] Garden apartments/condominiums: 30%.

[2] Minimum setback areas. New buildings shall observe a twenty-five-foot minimum front yard, ten-foot minimum side yards, and a twenty-five-foot minimum rear yard.

[3] Height of buildings. The height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

[4] Off-street parking. Off-street parking shall be provided for residents, visitors and employees of the facility. The applicant shall demonstrate to the satisfaction of the

Planning Commission that, based on total potential occupancy load (resident, visitor and employee), a sufficient number of off-street parking spaces will be provided.

(e) Design requirements.

[1] Common open space.

[a] The area set aside and preserved for open space shall aggregate no less than 25 percent of the total site area. Common open space shall be provided in the PRND proposals. The common open space shall not include any wetlands, floodways or similar area not suitable for building as determined by the Planning Commission and City Council. Significant natural features shall be incorporated into common open space whenever possible.

[b] The common open space shall be designed as a contiguous area if possible, and shall be interspersed with residential areas so as to provide pedestrian access and visual amenity. The common open space shall be designed and maintained by the property owner/s or an HOA. Recreational areas shall be constructed and may be located within the 25% of open space set aside.

[2] Planned neighborhoods. The area set aside and preserved for open space shall aggregate no less than 25% of the total site area.

[3] Buffers. Buffers shall be required to provide transition between planned residential development and adjacent properties/rights-of-way or changes in land use. Buffers should consist of earth berms and a planting area. No building shall be constructed less than 40 feet from the perimeter property line of the development. This buffer may consist of either common open space, earth berms, planting areas or private yards or a combination of both; however, no more than 30% of the required buffer area may be counted toward the minimum common open area requirement.

[4] Disruption of natural environment. The planned neighborhood design development shall be designed and scheduled so as to minimize earthmoving, erosion, tree clearance and other disruption of the natural environment. Existing vegetation shall be preserved wherever possible. Where extensive natural tree cover and vegetation do not exist or cannot be preserved on the site, landscaping shall be undertaken in order to enhance the appearance of the development and screen streets and parking areas, and enhance privacy of private dwellings. Natural drainage systems shall be preserved wherever possible.

[5] Privacy. Dwelling unit structures shall be located and arranged so as to promote privacy for residents within the development and maintain privacy for residents adjacent to the development. Recreational and nonresidential uses shall be located and designed so as not to interfere with nearby residential areas. All structures and activities located near the periphery of the site shall be designed so as to harmonize with neighboring areas.

(f) Density bonus.

[1] A density bonus may be granted if the developer furnishes improvements that significantly demonstrate to the Planning Commission that the improvements contribute to superior design and which exceed the standard requirements of the city ordinances in accordance with the following schedule:

[a] Open space. For each increase of 10% in common open space over the minimum requirement of 25%, a density bonus of 10% shall be granted.

[b] Housing types. Neighborhood design which integrates a variety of housing types to provide architectural diversity and which avoids monotony and segregation by dwelling type in order that single housing type does not dominate the planned neighborhood or section thereof shall be awarded a density bonus of 10%. The term "housing type" refers to each of the following dwelling types: single-family

detached houses, semidetached and duplex houses, multiplexes, townhouses, and garden apartments.

[c] Public buildings. The construction and leasing of a public building, including a firehouse, or a library, or a branch library which is necessitated, either wholly or partially, by the development, may increase the permitted density by 10%, if approved by the City, the Planning Commission and the agency to which the building is to be leased.

[d] School sites. The donation of a school site may increase the permitted density by 25%, if approved by the City, the Planning Commission and the local school board.

[e] Recreation facilities. Where the developer provides recreation facilities in accordance with recommendations from the City, the Planning Commission, and the Parks and Recreation Department where the facilities are in excess of those required by City ordinances, a density bonus of 5% shall be given. Such facilities may include, but are not limited to walking trails, bike paths, tennis courts, and boating access areas.

[f] Community gardens. The reservation of additional common land for the establishment of community gardening space for the raising of flowers, fruits and vegetables shall be awarded a 5% of density bonus.

[g] Community day-care facilities. The construction of a building to house a day-care center for use primarily by residents of the community shall be awarded a density bonus of 10%.

[h] Community buildings. The construction of a community building to serve as a meeting hall for various community functions, including, but not limited to, civic meetings, recreational purposes, receptions and special events, shall be awarded a density bonus of 10%.

[i] Conservation easements. The establishment of a permanent easement for the purpose of conserving and protecting a woodland area, a wetland area, and/or a stream corridor from removal of existing natural vegetation, and/or encroachment by future development shall be awarded a density bonus of 5%.

[j] Parking lot landscaping. The construction of landscaping in and around parking lots/areas shall be awarded a density bonus of 2%.

[k] Low-level lighting. The construction of low level light within the development and in/around parking lots/areas shall be awarded a density bonus of 3%.

[l] School bus pull off/school bus shelter. The construction of school bus pull offs or school bus shelters within the development shall be awarded a density bonus of 5%.

[2] Note: City Council will have the final determination in determining the amount of the allowable density bonus.

(g) Conditional use plan approval.

[1] In addition to the minimum conditional use plan requirements listed in this chapter and the minimum conceptual subdivision plan requirements listed in the Land Subdivision Regulations, the following additional items shall be reflected on or shall accompany the conditional use plan:

[a] Architectural drawings illustrating exterior elevations of typical dwelling units and nonresidential structures to be constructed.

[b] Statements and illustrations of the materials to be used in construction and their compatibility with the City Building Code and other codes relating to construction.

[c] Total acreage of development, land uses in each area, total number of dwelling units, average gross residential density, average lot area and lot width by unit type, and gross residential density in each section.

[d] Building coverage lines accurately locating all types of dwelling units, and nonresidential structures, giving dimensions of the structures, distances between the structures, and distances to street rights-of-way and parking areas, with distances accurate to the nearest hundredth of a foot, and total amount and percentage of impervious area.

[e] Accurate dimensions of common open space areas specifically indicating those areas to be developed for active recreation. Where common space areas are to be developed, the exact location of the structures in common open space will be illustrated.

[f] Locations and dimensions of parking areas and pedestrian walkways.

[2] Each application for a conditional use plan approval shall be accompanied by a fee of $700 (§ 230-57).

(h) Site development preliminary subdivision plan review.

[1] Application for site development plan approval shall be made to the Planning Commission in accordance with this chapter and the land subdivision regulations. Such application may be requested in stages. The following additional requirements shall be included for review along with the site development plan submission:

[a] A development phasing plan if proposed, which clearly defines the boundaries of each phase of the development and indicates the number of dwelling units to be constructed in each phase. Each phase shall be assigned a number which represents that phase's order in the construction sequence of the development.

[b] Architectural drawings illustrating exterior and interior designs of typical dwelling units of each type and nonresidential structures to be constructed.

[c] Statements and illustrations of the materials to be used in construction and their compatibility with the City Building Code and other codes relating to construction.

[d] All covenants running with the land governing the reservation and maintenance of dedicated or undedicated open space land. These shall bear the certificate of approval of the City Solicitor as to their legal sufficiency.

[e] Restrictions of all types which will run with the land and become covenants in this chapter or in the Land Subdivision Regulations.

[f] In the case of a planned neighborhood design which is proposed to be developed over a period of years in specific phases, the site development/preliminary subdivision plan requirements as listed in this section shall apply to the phase or phases for which approval is being sought. The site development plan for each phase must demonstrate compliance with minimum plan requirements and shall provide phase specific information regarding proposed development density and dwelling types, locations of common open space, sanitary sewer and water distribution systems, and street systems consistent with the approved conditional use conceptual plan developed for the entire neighborhood.

[2] Each application for a preliminary plan approval and final plan approval shall be accompanied by a fee of $1,000 plus $10 per dwelling unit (§ 230-57).

(i) Site requirements.

[1] All structures shall be so located as to provide proper access to the building for fire-fighting equipment, trash collection and deliveries.

[2] All off-street parking shall be provided at the rate of 2.5 spaces for every dwelling unit.

[3] Outdoor light fixtures shall be provided at locations that will assure the safe and convenient use of walks, steps, parking areas, driveways, streets and other facilities.

[4] Facilities for temporary trash/refuse storage shall be provided in such manner that is adequate for the dwelling units they support.

(j) Final subdivision plat approval.

[1] Final subdivision plat review and approval for planned neighborhood design projects involving subdivision of land shall follow the requirements pertaining to the review and recordation of final subdivision plats. In the case of projects for which a phasing plan has been approved, the final subdivision plat for each phase shall demonstrate compliance with minimum plan requirements and shall provide phase specific information regarding proposed development density and dwelling types, locations of common open space, sanitary sewer and water distribution systems, and street systems consistent with the approved conditional use conceptual plan developed for the entire neighborhood.

[2] Each application for a preliminary plan approval shall be accompanied by a fee of $1,000 plus $10 per dwelling unit (§ 230-57).

(12) Bed-and-breakfast, subject to the following requirements:

(a) The bed-and-breakfast establishment does not adversely affect the residential character of the neighborhood and such use is carried on in an existing residential structure.

(b) The building proposed for use as a bed-and-breakfast must have the owner of the bed-and-breakfast residing in the building as his/her principal residence.

(c) The serving of meals shall be limited to breakfast and afternoon tea for overnight guests and customers.

(d) Rooms used for sleeping shall be part of the primary residential structure and shall not have been specifically constructed for rental purposes.

(e) No exterior alterations other than a sign and those required by law to ensure the safety of the structure shall be made.

(f) The bed-and-breakfast operation shall not use more than 50% of the floor area of the principal residence. Common areas such as the kitchen, foyer, living room or dining room are not included in this calculation.

(g) No areas shall be floodlit. Drives and parking areas shall not be illuminated by lighting fixtures higher than 20 feet. Sidewalks shall not be illuminated by lighting fixtures higher than 15 feet. Exterior lighting shall be so shaded as to prevent illumination off-site. All external lighting, except for demonstrated security needs, shall be extinguished by 10:00 p.m.

(h) All bed-and-breakfasts must be in compliance with the requirements of the Uniform Building Code and Uniform Fire Code as adapted and enforced by the state fire marshal. Requirements include smoke detectors centrally located on each floor with sleeping rooms and the basement stairway. They must have battery backup and be connected or have a sounding device to provide an alarm which can be heard in all sleeping areas. Every sleeping room must provide at least 50 square feet of floor area per guest and have an operable window of 5.7 square feet or more of clear opening or exterior door for emergency escape or rescue. The maximum distance to a fire extinguisher rated 2A and having a BC rating is 75 feet.

(i) Safe food handling is the responsibility of the "host." He/She must properly train employees and other household members in safe food handling procedures and requirements and secure the proper state health permit if applicable.

(j) Parking requirements: one space per guestroom plus two spaces for residence. Spaces shall be located to the side and rear of the building and shall be screened from adjacent properties by a five-foot-high wood or masonry fence or by sight-obscuring vegetation of the same height. The area of the parking lot, including driveways, shall be graded, surfaced with asphalt or other suitable material and drained to the satisfaction of the City Engineer to the extent necessary to prevent dust, erosion or excessive water flow across streets or adjoining properties.

D. Area regulations.

(1) Minimum lot area shall be 10,000 square feet. Minimum interior lot shall be 10,000 square feet. Minimum corner lot shall be 13,000 square feet.

(2) Maximum lot coverage shall be 30%, exclusive of accessory buildings.

(3) Minimum lot width shall be 80 feet.

(4) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

(5) Minimum front building setback line shall be 25 feet.

(6) Minimum rear yard shall be 25 feet. For corner lots the rear yard may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(7) Side yards shall be provided as follows: each lot shall have two side yards with a minimum of 12 feet each.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Signs shall comply with the requirements provided in Article VI of this chapter.

(10) Decks, subject to the following requirements:

(a) The deck cannot be located in the front yard.

(b) A minimum distance of 10 feet must be maintained from the deck to the rear property line.

§ 230-10. - R-2 Residential District.

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

A. Purpose. The purpose of the R-2 District is to permit housing at a greater density than in the R-1 District by providing for the orderly development of low- to medium-density residential housing into those areas where public services are available. This district also allows for professional home occupations. Finally, it protects existing developments of this nature and excludes noncompatible ones.

B. Permitted uses: all uses permitted in the R-1 District.

C. Conditional uses: all uses specified as conditional uses in the R-1 District, and the following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with Article IX of this chapter:

(1) Single-family semidetached dwelling.

(a) Ownership.

[1] Dwelling units and individual lots of a single-family semidetached dwelling may be owned separately if separate utility systems are provided and if separate lots for all dwelling units in a building are created at the same time in conformance with Chapter 200, Subdivision of Land, of this Code.

[2] Provisions satisfactory to the City Council shall be made to assure that areas of common use of the occupants, but not in individual ownership, shall be maintained in an acceptable manner without expense to the general public.

D. Design requirements. No apartment/dwelling units shall be located within a cellar.

E. Site requirements.

(1) The structure shall be so located as to provide proper access to the building for fire-fighting equipment, trash collection and deliveries.

(2) Off-street parking shall be provided at the rate of 2 1/2 spaces for every dwelling unit on each lot.

F. Facilities.

(1) Outdoor light fixtures shall be provided at locations that will assure the safe and convenient use of walks, steps, parking areas, driveways, streets and other such facilities.

(2) Facilities for temporary trash/refuse storage shall be provided in such a manner that is adequate for the dwelling units they must support.

G. Area regulations.

(1) For permitted uses and single-family semidetached dwellings not separately owned:

(a) Minimum interior lot area shall be 8,000 square feet and minimum corner lot area shall be 13,000 square feet.

(b) Maximum lot coverage shall be 30%.

(c) Minimum lot width shall be 80 feet.

(d) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

(e) Minimum front building setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.

(g) Side yards shall be provided as follows: each lot shall have two side yards a minimum width of eight feet on each side.

(h) Parking shall comply with the requirements provided in Article IV of this chapter.

(i) Signs shall comply with the requirements in Article VI of this chapter.

(j) Decks, subject to the following requirements:

[1] The deck cannot be located in the front yard.

[2] A minimum distance of 10 feet must be maintained from the deck to the rear property line.

(2) For single-family semidetached dwellings separately owned:

(a) Minimum interior lot area shall be 4,000 square feet and minimum corner lot area shall be 6,500 square feet.

(b) Maximum lot coverage shall be 30%.

(c) Minimum lot width shall be 40 feet.

(d) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

(e) Minimum front building setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.

(g) Side yard shall be provided as follows: each lot shall have one side yard a minimum width of eight feet.

(h) Parking shall comply with the requirements provided in Article IV of this chapter.

(i) Signs shall comply with the requirements in Article VI of this chapter.

§ 230-12. - C-1 Community (Neighborhood) Commercial District.

In a C-1 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The C-1 District will provide for limited commercial and professional services activities that can be compatible in a neighborhood setting to provide goods and services to local residents.

B. Permitted uses. Permitted uses for the C-1 District shall be as follows:

(1) Single-family dwellings.

(2) Offices for professional services and administrative activities.

(3) Branch offices only of financial institutions and banks.

(4) Barbershops and beauty shops.

(5) Studio - workshop, including sales.

(6) Retail food stores, such as bakeries, candy and convenience stores (without gas pumps) and grocery meat markets.

(7) Restaurants, excluding fast-food service or franchised food service operated restaurants.

(8) Retail sales and specialty stores.

(9) Repair and servicing, indoor and off site, of any article for sale which is permitted in this district.

(10) Public parking lot.

(11) Off-street parking as an accessory use.

(12) Antique shop or bookstore.

(13) Municipal and public services and facilities, including City Hall, water storage towers, water reservoirs, water pumping stations, water treatment plants, sewage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, public transportation bus or transit stops, police and fire stations and substations for electric and gas facilities.

(14) Community recreation center, as a nonprofit community service.

(15) Laundromats.

(16) Neighborhood shopping centers, to include only those uses permitted in this section, as listed above, and subject to the following special requirements:

(a) Maximum lot size for the grouping of stores shall be 1 1/2 acres.

(b) Maximum floor area for any single permitted establishment within the neighborhood shopping center shall be 30,000 square feet.

(c) Minimum lot width shall be at least 250 feet.

(d) Minimum distance between any building or accessory use, except parking, and any residential district shall be 50 feet.

(e) Minimum distance between any access driveway (including ingress or egress points) and any residential district shall be 50 feet.

C. Conditional uses subject to special requirements. The following uses are permitted subject to receiving a conditional use permit by the City Council as provided in Article IX of this chapter:

(1) Convenience stores with gas pumps.

(2) Community residential treatment program.

(3) All dwellings other than single-family with a maximum density of 12 units per acre.

D. Area regulations.

(1) Minimum lot area shall be 3,630 square feet.

(2) Maximum lot coverage shall be 80%.

(3) Minimum lot width shall be 30 feet.

(4) Height of buildings shall not exceed three stories or 35 feet.

(5) Minimum building setback shall be 10 feet.

(6) Side yards shall be at least five feet in width.

(7) Minimum rear yard shall be 25 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

ARTICLE XII - Amendments

§ 230-58. - Procedure.

A. The City Council may, from time to time, on its own motion or the motion of the Planning Commission or on petition by an owner, amend, supplement, change, modify or repeal the zoning regulations, restrictions and boundaries in a manner in accordance with the procedure provided.

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

C. The Planning Commission is granted the authority to require, as a condition to consideration of any proposal other than one originating with the City Council, that a petition be submitted accompanied by such maps, charts, sketches and other information as the Commission deems necessary for the proper and effective consideration of such proposal and to refuse to consider any proposal not complying with such requirement.

D. No proposed amendment, change, modification or repeal of any zoning regulation, restriction or boundary shall become effective until after a public hearing shall have been held by the City Council at which parties in interest and citizens shall have an opportunity to be heard. At least 15 days' notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Milford. In case of an unfavorable report or recommendation for denial by the Planning

Commission, such amendment or change shall not become effective except by a favorable vote of 3/4 of the City Council.

E. In the event of a protest against such changes signed by 20% or more of property owners within 200 feet of the proposed change, such amendment shall not become effective except by the favorable vote of 3/4 of all the members of the City Council.

F. If, after due consideration, a proposal is denied, such proposal shall not be eligible for reconsideration for a period of one year after final action by the City Council, except upon the favorable vote of 3/4 of the Planning Commission or City Council.

§ 230-59. - Hearing; notice required.

No change or amendment shall become effective until after a public hearing at which parties in interest and citizens shall have had an opportunity to be heard. At least 15 days' notice of the time and place of such hearing shall be published in an official paper or a paper of general circulation in the City of Milford. In all cases in which a proposed amendment would change the Zoning Map, notice of the amendment shall be sent by mail to all property owners of record whose property is proposed to be changed by the amendment and all property owners within 200 feet of the proposed change.

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

Planning Commission Hearing: Tuesday, March 17, 2020
City Council Hearing: Monday, March 23, 2020

NOTICE IS HEREBY GIVEN that the Planning Commission and City Council will hold Public Hearings at 7:00 p.m., or as soon thereafter as possible, in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street to allow interested parties to participate in the discussion and consideration of the following zoning matter:

ORDINANCE 2020-07

Mispillion Realty LLC for a Change of Zone of 0.30 +/- acres from R2 Zoning District to C1 Zoning District. Property is located along the South side of NW Front Street, approximately 1,700 feet east of the US Route 113 intersection addressed as 522 NW Front Street, Milford, Delaware. Present Use: Office Building; Proposed Use: Same. Tax Map: MD-16-183.09-01-62.00

WHEREAS, the owners of the property above have petitioned the City of Milford for an amendment of the zoning map of the City of Milford by rezoning land, as above described herein; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing to allow for public comment on March 17, 2020; and

WHEREAS, Milford City Council will hold a Public Hearing on March 23, 2020 to allow for public comment and further review of the ordinance.

Dates.
Planning Commission Review & Public Hearing: March 17, 2020
City Council Introduction: March 9, 2020
City Council Public Hearing: March 23, 2020
Effective: April 2, 2020

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at RPierce@milford-de.gov or by calling 302.424.8396.

Advertised: *Beacon 02/26/20*

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

DATA SHEET FOR FIRST BAPTIST CHURCH OF MILFORD

Annexation Committee: February 10, 2020
Planning Commission Meeting: March 17, 2020
City Council Meeting: March 23, 2020

Application Number / Name	:	19-022 / First Baptist Church of Milford
Applicant	:	First Baptist Church of Milford 6062 Old Shawnee Road Milford, DE 19963
Owner	:	Same
Application Type	:	Annexation
Comprehensive Plan Designation	:	Low Density Residential
Current Zoning District	:	MR (Medium Residential)
Proposed Zoning District	:	R-1 (Single-family Residential District)
Present Use	:	Single-family Detached Dwelling
Proposed Use	:	Single-family Detached Dwelling
Area and Location	:	1.14 +/- acres of land located along the north side of Old Shawnee Road, approximately 1,900 feet west of the S. Dupont Boulevard intersection. Addressed as 6044 Old Shawnee Road.
Property Identification Numbers	:	1-30-3.06-125.00

ENC: Annexation Committee Report
Exhibit A - Location & Zoning Map
Exhibit B – Comprehensive Plan Land Use Map
Exhibit C – Written Petition
Exhibit D – Annexation Agreement
Exhibit E – OSPC Approval

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THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

TO: Mayor & Council Members

FROM: Annexation Committee

DATE: February 10, 2020

RE: Annexation Committee Report

A public meeting was held in Council Chambers on February 10, 2020 to consider the annexation request for lands described as:

Property Owner:	First Baptist Church of Milford
Location:	6044 Old Shawnee Road
Size:	1.14 +/- acres
Existing Zoning:	MR – Medium Residential (Sussex County)
Proposed Zoning:	R-1 (Single-family Residential)
Tax Map and Parcel Number:	1-30-3.06-125.00

APPLICANT
A petition by the property owners was submitted on January 2, 2020 to annex 1.14 +/- acres into the corporate limits of the City of Milford.

LOCATION
The property is identified as Sussex County tax parcel 1-30-3.06-125.00 and is located along the north side of Old Shawnee Road approximately 1,900 feet west of the S. Dupont Boulevard intersection.

STREETS
The property contains an existing single-family detached dwelling with one residential entrance along Old Shawnee Road. Old Shawnee Road is a State Maintained roadway and any changes in access would require DelDOT approval.

DRAINAGE
The residential site is already developed. Any future redevelopment of the property would be subject to DNREC storm-water regulations and the owner would be required to obtain any and all permits from the Sussex Conservation District and State of Delaware.

ZONING
The area proposed to be annexed is currently zoned MR (Medium Residential) in Sussex County under the Sussex County zoning ordinance. The applicant requests the property be zoned R-1 (Single-family Residential District) under the City of Milford zoning ordinance.

SEWER
The property is currently served by an onsite septic system under the governance of DNREC. The property owner would be permitted to keep the onsite septic system until such time that sewer became available to the property. Any redevelopment of the property would require connection to City sewer service. It is determined that the applicant would have to extend sewer from the Brookstone Trace development to serve the existing church and the subject parcel containing the single-family dwelling. The property owner would have to design and construct a pumping system to convey the wastewater from the property to Brookstone Trace. All costs associated with the design and construction of the sewer extension would be borne by the applicant. Any construction improvements would need to be reviewed and approved by the City Engineer.

WATER
The property is currently served by an onsite well under the governance of DNREC. The property owner would be permitted to keep the onsite well until such time that water became technically available to the property. Any redevelopment of the property would require connection to City water service. It is determined that the applicant would have to extend water service from the Brookstone Trace development or along Old Shawnee Road to the east in order to serve the existing church and the subject parcel containing the single-family dwelling. All costs associated with the design and construction of the water main extension would be borne by the applicant. Any construction improvements would need to be reviewed and approved by the City Engineer.

ELECTRIC
The property is currently served by the City of Milford.

TRAFFIC
The existing single-family dwelling has as single residential driveway along Old Shawnee Road. Old Shawnee Road is a State Maintained roadway and any changes to the access would need to be approved by DelDOT.

ENVIRONMENTAL ISSUES
The U.S. Army Corp of Engineers will control provisions under Section 404 of wetlands on the parcel. According to the DNREC Navigator website, the property does not contain state mapped wetlands. The property is not located within the 100-year floodplain according to the most recent FEMA Flood Insurance Rate Maps (FIRMs). The property does not contain areas of excellent groundwater recharge according to DNREC Navigator website.

AREA LAND USES
The properties to the south and west are owned by the First Baptist Church of Milford and contain the church and youth center. The properties to the east contain similar single-family detached dwellings. The properties to the east, across Old Shawnee Road, contain single-family detached dwellings.

FIRE AND POLICE
The subject parcel is located within the Carlisle Fire Company district area according to Kent County's online mapping application. Carlisle Fire Dept. already provides fire and EMS coverage to this area. EMS is also currently provided by Kent County Levy Court. Milford Police Department will provide police service.

COMPREHENSIVE LAND USE PLAN
The annexation request is consistent with the 2018 Comprehensive Plan Future Land Use Plan and is designated as Proposed Low Density Residential.

PROPERTY TAXES AND OTHER ECONOMIC CONSIDERATIONS

The proposed annexation will not generate new property tax revenue to the City since the owner is considered a non-profit organization. Extension of utilities would provide additional revenue within the sewer and water system.

ADVANTAGES TO THE CITY

1. The property is within the planning area of the City of Milford.
2. The City would receive revenues (building permits, etc.) for activity on the property.
3. Potential for additional water and sewer user.
4. Identified within the Urban Growth Boundary of the 2018 Comprehensive Plan.
5. Consistent with the Comprehensive Plan Future Land Use exhibits.

DISADVANTAGES TO THE CITY

1. None.

RECOMMENDATION

Based on the issues and comments discussed in this report, the Annexation Committee of the City of Milford recommends approval of the application, following a unanimous vote, with the following comments:

1. Annexation is consistent with the "Comprehensive Land Use Plan."
2. Property is contiguous to existing City Limits.
3. Any changes to the property are subject to review by the City of Milford Planning Commission and/or City Council.
4. Property is already served by City Electric. The property could be served by City Sewer and Water in the future.
5. An executed Annexation Agreement is required prior to final City Council approval.
6. Upon approval of the annexation committee report, a Municipal Annexation Plan of Services will be submitted to the Office of State Planning for their approval.

The property should be annexed with the following zoning classification: R-1 (Single-family Residential)

Owen S Brooks Jr — 2-5-20

Council Representative/Committee Chairman — Date

Daniel Mulvaney — 2-10-20

Council Representative — Date

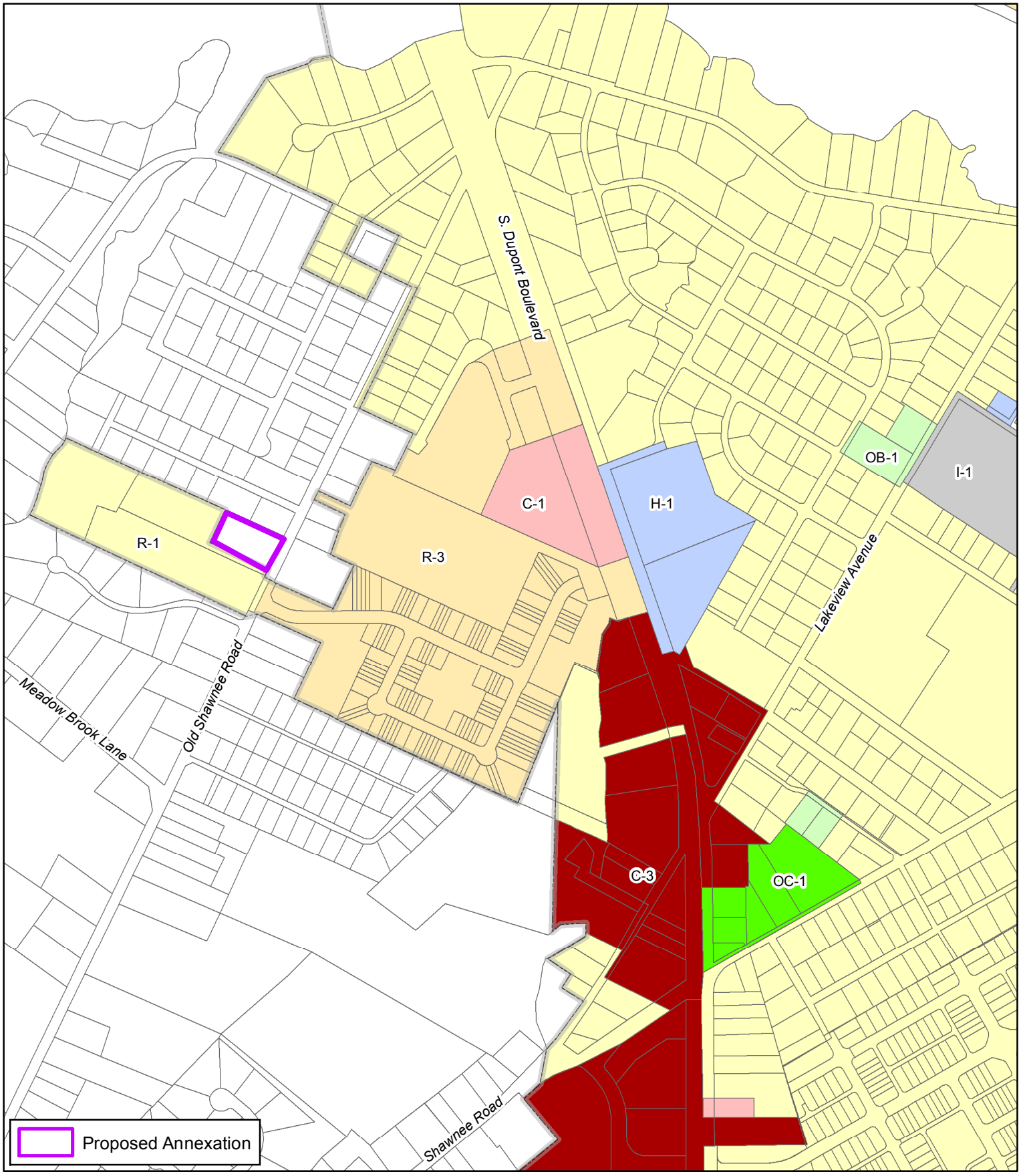
[signature] — 2-10-20

Council Representative — Date

Daniel McCabe — 2-10-20

Council Representative — Date

Planning Commission Chairman — Date



THE CITY of Milford DELAWARE

Scale: 0 300 600 Feet

Drawn by: WRP

Date: 01/02/20

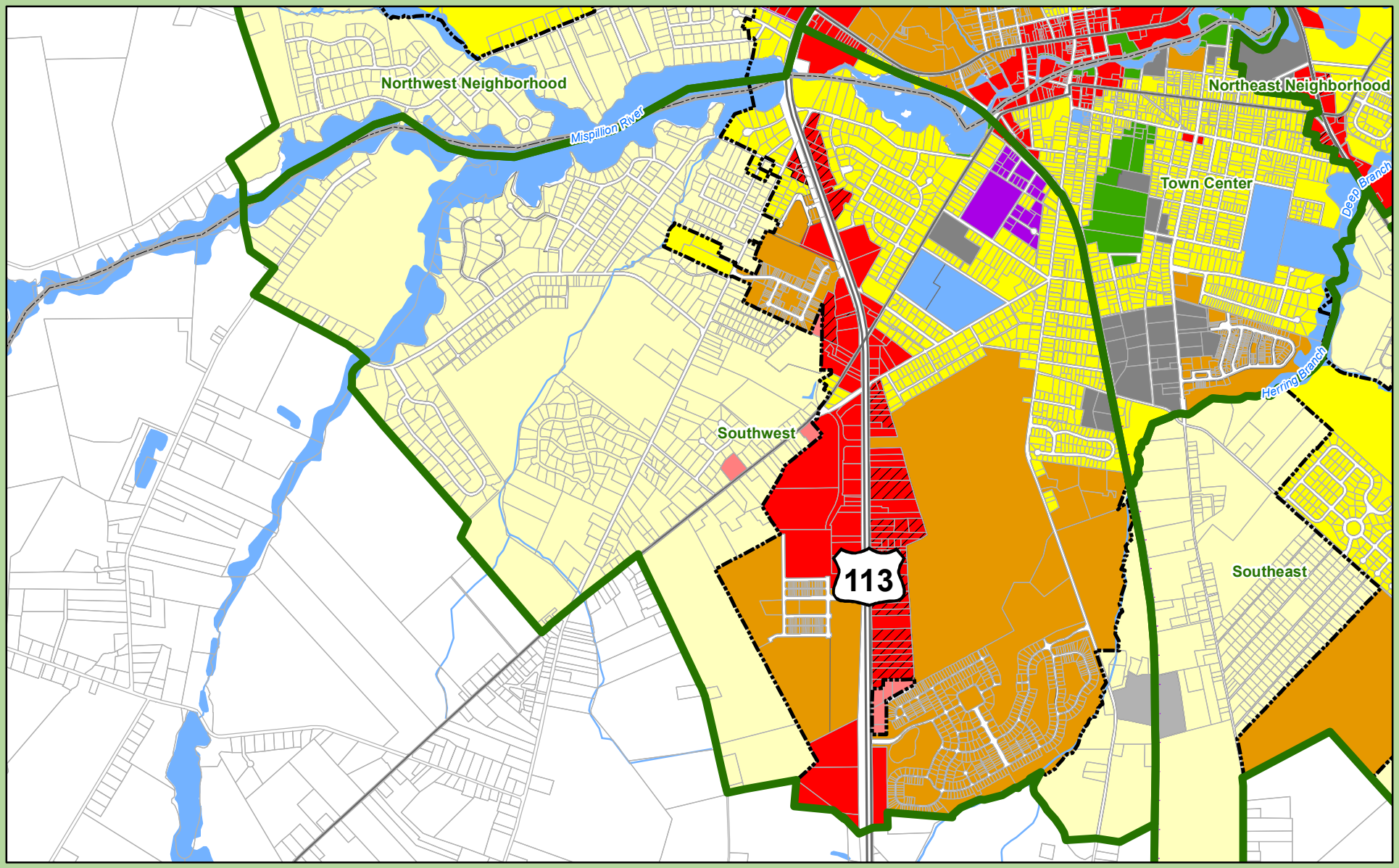
Filepath: Annexation_FirstBaptistChurch.mxd

Title:

Proposed Annexation

First Baptist Church of Milford

Location & Zoning Map



Neighborhoods

Land Use Type

- Open Space
- Proposed Open Space
- Low Density Residential
- Proposed Low Density Residential
- Moderate Density Residential
- Proposed Moderate Density Residential
- Employment
- Proposed Employment
- Institutional
- Commercial
- Proposed Commercial
- Industrial
- Proposed Industrial
- Transition Area
- Municipal Boundary
- County Boundaries
- State Parcels
- Routes
- Rail Lines
- Hydrology
- Bodies of Water

City of Milford, Delaware

Future Land Use

Southwest

Adopted Jan. 22, 2018, Certified May 2018

0 0.1 0.2 0.4 0.6 0.8 Miles

Sources:

Municipal Boundaries - Delaware Office of State Planning Coordination, FirstMap 10/17.
DRAFT Future Landuse - City of Milford, Delaware 01/18.
Road and Rail Network - Delaware Department of Transportation, FirstMap 01/18.
Hydrology - USGS and EPA, FirstMap 01/18.

Note:This map is provided by the University of Delaware, Institute for Public Administration (IPA) solely for display and reference purposes and is subject to change without notice. No claims, either real or assumed, as to the absolute accuracy or precision of any data contained herein are made by IPA, nor will IPA be held responsible for any use of this document for purposes other than which it was intended.

THE CITY of Milford DELAWARE

UNIVERSITY OF DELAWARE

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institute for Public Administration

First Baptist Church

Dr. David P. Perdue, Pastor

6062 Old Shawnee Road
Milford, DE 19963-3355
Tel: 302/422-9795
Fax: 302/422-6379
E-Mail: pastorperdue@fbcmcs.org

December 31, 2019

City of Milford
Planning and Zoning
City Council
201 South Walnut Street
Milford, Delaware 19963

Re: Annexation Request
Sussex County Tax Map No. 1-30-3.06-125.00
Property Address: 6044 Old Shawnee Rd., Milford, DE 19963

Dear Mayor and City Council:

Please accept this correspondence as a formal request for annexation of the above referenced parcel into the incorporated City of Milford. The property is currently County zoned MR. As per the City of Milford Comprehensive Plan the parcel is designated Low Density Residential. We are requesting R-1 zoning for this property which contains 1.140 +/- acres.

The purpose of this request is to utilize the services and resources that the City has to offer and expand our property located at 6062 Old Shawnee Rd., Milford, DE 19963 which is already annexed into the incorporated City of Milford.

Should have any questions, please reach out to the point of contact for the property owner via:

Eric W Heishman
(302) 249-9727

Respectfully requested,

Eric W Heishman
For First Baptist Church of Milford

Witness

David P Perdue
Pastor, First Baptist Church of Milford

Tax Parcel No. 1-30-3.06-125.00
Prepared by: Planning & Zoning
City of Milford
201 S. Walnut St.
Milford, DE 19963
Return to: The Honorable Arthur J. Campbell, Mayor
City of Milford, 201 S. Walnut St.
Milford, DE 19963

FIRST BAPTIST CHURCH OF MILFORD, INC.
PLAN OF SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2020, by and between FIRST BAPTIST CHURCH OF MILFORD, INC. (hereinafter "FBC") located at 6062 Old Shawnee Road, Milford, Delaware 19963, and the City of Milford, a municipal corporation of the State of Delaware, with its principal offices located at 201 South Walnut Street, Milford Delaware, 19963 (hereinafter "City").

RECITALS

A. WHEREAS, FBC is the record title owner of a parcel of land consisting of 1.14 acres, more or less, lying contiguous to the City of Milford, said tract identified on the Sussex County, Delaware tax maps as Tax Parcel No. 1-30-3.06-125.00, said tract hereinafter referred to as "FBC PROPERTY".

   FBC is desirous of having the FBC PROPERTY annexed into the City of Milford and requested the land use to be Low Density Residential in nature.

B. WHEREAS the City, through its City Council (in consultation with the City Solicitor and City Planner), has duly considered the proposed annexation and has determined that the proposed annexation would be in the City's overall best interest for the following reasons among others:

   1. The property would be within the planning area of the City of Milford.
   2. Identified within the Urban Growth Boundary Area of the 2018 Comprehensive Plan.
   3. Consistent with the Future Land Figure of the 2018 Comprehensive Plan.

C. Recognizing that FBC's request for annexation is unilateral (in that the City cannot annex the FBC PROPERTY unless FBC desires the property to be annexed) and further recognizing that the intended land use is consistent with the City's Land Use Plan, and can be accommodated within the City's long range Comprehensive Plan, the City

Council has determined that it is in the City's best interest to provide FBC with binding assurances to proceed with annexation.

D. Article I, Section 1.04 of the City Charter of the City of Milford (pursuant to Chapter 148, Volume 72, Laws of Delaware {as amended}) authorizes and empowers the Mayor of the City of Milford to 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.

NOW THEREFORE, in consideration of the premises, and in consideration of FBC's request to be annexed into the City of Milford, in consideration of the annexation filing fee for administrative expenses, the receipt whereof is hereby acknowledged, and for other good and valuable consideration, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Annexation Contingency. This Agreement is expressly contingent upon the annexation, by the City, of the FBC PROPERTY. In the event that such annexation does not occur, this Agreement shall be null, void, and of no legal force or effect.

2. Land Subject to Annexation. The land subject to this Agreement consists of 1.14 acres, more or less, said tract identified on the Sussex County, Delaware tax maps as Tax Parcel No. 1-30-3.06-125.00.

   The hereinabove described parcel of land is more fully depicted on that certain Survey "Boundary Survey Plan prepared for First Baptist Church of Milford, Inc." dated August 23, 2018, prepared by Adams-Kemp Associates, Inc. a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference; metes and bounds description for parcel is attached hereto as **Exhibit "B"** and incorporated herein by specific reference.

3. Water Distribution System and Sanitary Sewer. Notwithstanding any other provision or requirement under any City ordinance or regulation, FBC agrees that the FBC PROPERTY will be connected to the City water distribution system if and when water service becomes technically available at a connection point located along Old Shawnee Road within the FBC Property. Similarly, FBC agrees that the FBC PROPERTY will be connected to the City sanitary sewer system if and when sewer service becomes technically available at a connection point located along Old Shawnee Road within the FBC Property. Any redevelopment of the subject parcel into a use other than a single-family detached dwelling may require FBC to connect to City water and sewer service at the sole discretion of the City. The parties agree that FBC would be responsible for the costs to design and construct any utility extensions and service connections needed to serve the FBC Property. FBC agrees to execute any documents needed for the City to obtain Certificate of Public Convenience and Necessity (CPCN) rights.

4. Electric Distribution System. The FBC PROPERTY is already a City of Milford electric customer.

5. Natural Features. The U.S. Army Corp of Engineers will control provisions under Section 404 of wetlands on the parcel.

6. Zoning. The FBC shall be annexed as City district R-1 Single-family Residential and shall be developed in accordance with said district. Nothing in this agreement shall remove or eliminate the owner from the necessary site plan reviews, fees, public hearings and all other requirements under the City's Land Use Ordinance.

5. City Not Responsible for Infrastructure Improvements; FBC Right to Assign.

Anything herein to the contrary notwithstanding:

a) The City shall have no obligation or responsibility (financial or otherwise) for providing, installing, or constructing any of the required infrastructure improvements;

b) FBC may, with the City's prior written consent, which shall not be unreasonably withheld, sell, lease, or convey all or any portion of FBC PROPERTY to any third party and, as part of such sale, lease, or conveyance, assign all or any of its rights and *corresponding obligations* hereunder to such third party.

6. Except as Modified, All Other City Ordinances and Regulations to Control. Except as specifically provided herein, once finally annexed into the City of Milford, all lands subject to this Agreement shall be subject to and governed by all provisions of the City Charter and all City ordinances and regulations as they now exist or may hereafter be amended, revised, or repealed, as well as any new ordinances or regulations adopted by the City Council, to the same effect and degree as all other lands within the City boundaries of the City of Milford.

7. Annexation Agreement to be a Material Part of Annexation Proceedings. Pursuant to Title 22, Delaware Code §101 Plan of Services Reporting, this Agreement shall be deemed to be a material part of the annexation proceedings conducted pursuant hereto; that is to say:

a. The resolutions and notices adopted by the City Council, including any resolution and notices for public hearings, proposing the aforesaid annexation shall recite that the proposed annexation includes, and is subject to, an annexation agreement, shall briefly summarize the terms of this annexation agreement, and shall state that copies of the annexation agreement are available upon request at the City Hall.

b. If the results of the annexation hearings are favorable to the proposed annexation, the final resolution annexing the territory shall recite that the annexation is subject to an annexation agreement and shall incorporate the terms of such annexation agreement by specific reference.

8. Land Use Planning Act. The City of Milford shall notify the Delaware State Planning Office, Kent County Department of Public Works, Milford Police Department, Carlisle Fire Department and Milford School District of the proposed annexation contemplated by this Agreement and the parties shall comply with the requirements of the Delaware Land Use Planning of Title 29 of Delaware Code, Chapter 92 (Land Use Planning Act effective until February 14, 2004; Preliminary Land Use Services effective February 14, 2004), as amended.

9. Governing Law. This Agreement shall be governed by the laws of the State of Delaware (notwithstanding the fact that one or more parties may now or later become a resident of another state) and the parties hereto agree that the courts of the State of Delaware shall have jurisdiction over any case or controversy and hereby consent to such jurisdiction.

10. Separability. If any section, paragraph, sentence or clause of this Agreement is determined or declared to be invalid or unenforceable by any court of competent jurisdiction, the remainder hereof shall remain in full force and effect.

11. Entire Agreement. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those herein contained.

12. Amendments. This Agreement shall not be amended except in writing executed by all parties hereto.

13. Binding Effect. This Agreement shall be binding upon the parties hereto, their administrators, successors, successors in interest and assigns.

14. Contra Proferentum. The fact that one party has drafted this Agreement shall in no way be used against that party in construing the terms, condition, and obligations hereunder.

15. Headings. Headings and captions used herein are solely for the convenience of the parties and shall have no legal significance in construing the terms of this Agreement.

16. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

17. Enforcement. In the event of a breach, this Agreement shall be enforced through

a decree of specific performance, the parties agreeing that monetary damages would not provide an adequate remedy.

18. Recording. This agreement, dully executed by the City and FBC, shall be recorded in the office of the Recorder of Deeds, in and for Sussex County, Delaware. The cost of recording shall be paid by FBC.

19. Plan of Services Requirement. This Agreement shall not be considered or deemed to be contract zoning. The parties hereto acknowledge their respective obligations to enter into a Plan of Services Agreement as part of the annexation process according to 22 Del.C., §101(3) and Milford City Charter Article 1.04(a)(3).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

FIRST BAPTIST CHURCH OF MILFORD, INC.

Attest: _____ By: _____
Pastor David P. Perdue, President

CITY OF MILFORD

Attest: _____ By: _____ (Seal)
City Clerk Arthur J. Campbell, Mayor

STATE OF DELAWARE :
:
COUNTY OF SUSSEX :

Signed and sworn to before me this _____ day of _____, 2020, by Pastor David P. Perdue, President of First Baptist Church of Milford, Inc.

_____
Signature of Notary Public

STATE OF DELAWARE :
:
COUNTY OF SUSSEX :

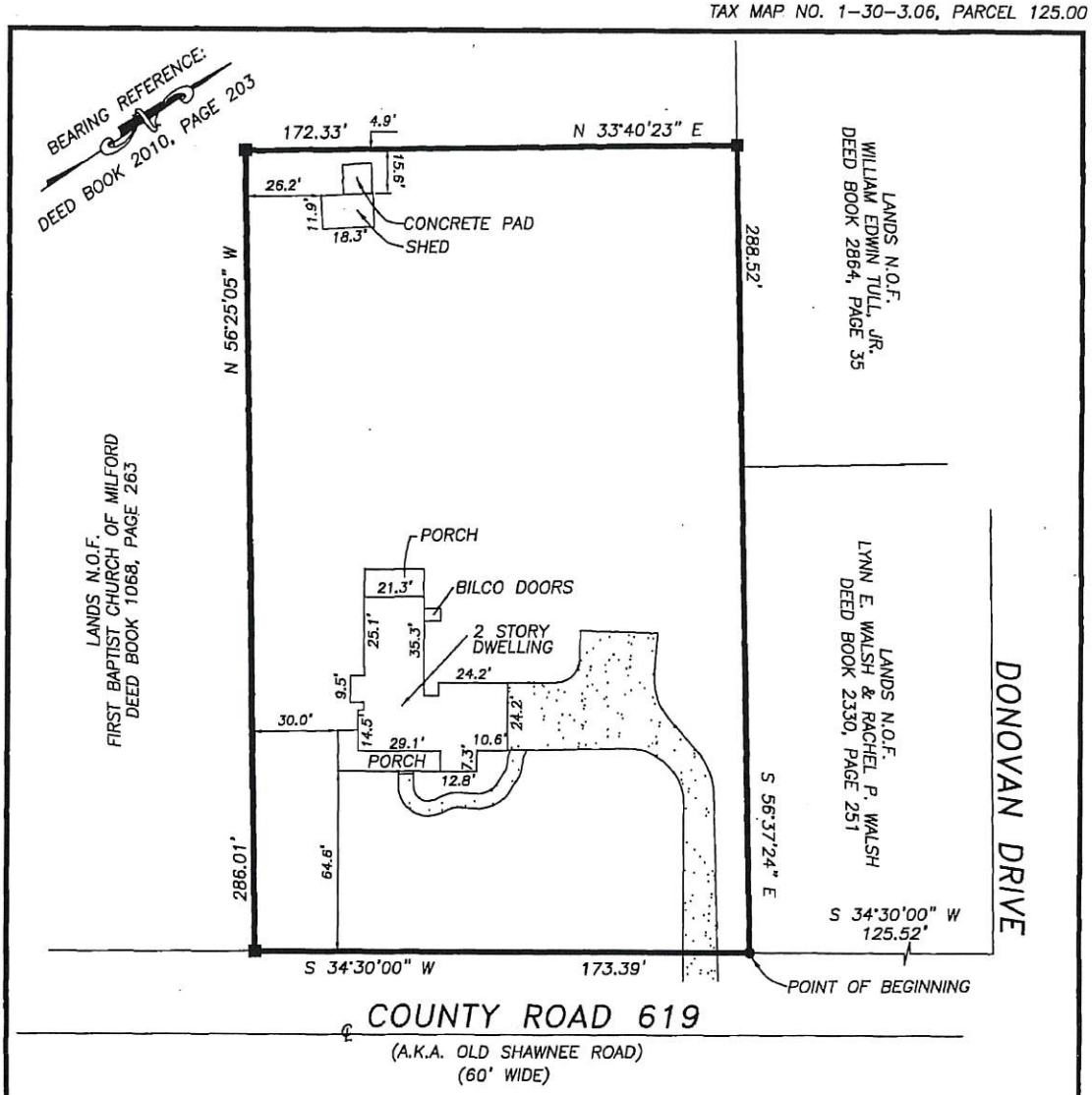
Signed and sworn to before me this _____ day of _____, 2020, by Arthur J. Campbell, Mayor of the City of Milford.

_____
Signature of Notary Public

Exhibit A

Document# 201800032366 BK: 4944 PG: 258
Recorder of Deeds, Scott Dailey On 9/6/2018 at 2:43:20 PM Sussex County, DE
Doc Surcharge Paid

TAX MAP NO. 1-30-3.06, PARCEL 125.00



NOTES:

1) CLASS "B", SUBURBAN SURVEY
2) SOURCE OF TITLE: DEED BOOK 2010, PAGE 203
3) THIS BOUNDARY SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT AND IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH

LEGEND:

- ● FOUND IRON PIPE
- ■ FOUND CONCRETE MONUMENT

BOUNDARY SURVEY PLAN

PREPARED FOR

FIRST BAPTIST CHURCH OF MILFORD, INC.

FOR PROPERTY KNOWN AS
6062 OLD SHAWNEE ROAD
SITUATED IN
CEDAR CREEK HUNDRED
SUSSEX COUNTY
STATE OF DELAWARE
AREA: 1.140± ACRES
SCALE: 1" = 50'
DATE: AUGUST 23, 2018

Prepared By
ADAMS-KEMP ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
AND PLANNERS
217 SOUTH RACE STREET
GEORGETOWN, DELAWARE 19947
PHONE: (302) 856-6699
WWW.ADAMSKEMP.COM

I, R.B. KEMP, III, registered as a Professional Land Surveyor in the State of Delaware, hereby state that the information shown on this plan has been prepared under my supervision and meets the standards of practice as established by the State of Delaware Board of Professional Land Surveyors. Any changes to the the property conditions, improvements, boundary or property corners after the date shown hereon shall necessitate a new review and certification for any official or legal use.

R.B. KEMP, III, P.L.S. 541

PLAN NO. 180814-A

Exhibit A

Exhibit B

Description

Land to be conveyed to
First Baptist Church of Milford, Inc.
6062 Old Shawnee Road
Tax Map 1-30-3.06 Parcel 125.00
Cedar Creek Hundred
Sussex County
State of Delaware

Beginning for the same at a found iron pipe located at the southeast corner of the herein described property located at 6062 Old Shawnee Road, Tax Map 1-30-3.06 Parcel 125.00, Cedar Creek Hundred, Sussex County, State of Delaware. Point of beginning being located

A) S 34°30'00" W a distance of 125.52' from Donovan Drive.

Point of beginning also being the southwest corner of the land now or formerly of Lynn and Rachel Walsh (Deed 2330 page 251), and being in the Northerly line of Old Shawnee Road (Co. Rd. 619). Thence running and binding with said Old Shawnee Road (Co. rd. 619),

1) S 34°30'00" W a distance of 173.39'; to a found concrete monument and to land now or formerly of First Baptist Church of Milford (Deed book 1068 page 263). Thence with same for the two following courses and distances,

2) N 56°25'05" W a distance of 286.01'; to a found concrete monument, thence

3) N 33°40'23" E a distance of 172.33'; to a found concrete monument and to land now or formerly of William E Tull Jr. (deed book 2864 page 35). Thence with same and land of aforesaid Walsh,

4) S 56°37'24" E a distance of 288.52'; to the point of beginning.

Containing 1.140 acres, more or less.

STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF STATE PLANNING COORDINATION

February 11, 2020

Mr. Rob Pierce
Planning Director
City of Milford
201 S. Walnut Street
Milford, DE 19963

RE: Plan of Services 2020-03, Lands of First Baptist Church of Milford
Tax Parcel(s): 1-30-3.06-125.00

Dear Mr. Pierce,

This letter is to confirm that we have received and accepted the completed Plan of Services for the above referenced annexation. The City has completed all relevant annexation requirements of Title 22, Section 101, and subsection (3) of the Delaware Code.

After this property has been annexed please notify our office in writing so that we may update our records and maps. A copy of the annexation committee report and the official annexation resolution should accompany this notification. Please do not hesitate to contact me if I can be of any further assistance.

Sincerely,

David L. Edgell, AICP
Principal Planner

122 Martin Luther King Jr. Blvd · Third Floor · Dover, DE 19901
Phone (302)739-3090 · Fax (302) 739-5661 · www. stateplanning.delaware.gov

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

Planning Commission Hearing: Tuesday, March 17, 2020
City Council Hearing: Monday, March 23, 2020

NOTICE IS HEREBY GIVEN that the Planning Commission and City Council will hold Public Hearings at 7:00 p.m., or as soon thereafter as possible, in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street to allow interested parties to participate in the discussion and consideration of the following zoning matter:

ORDINANCE 2020-08

First Baptist Church of Milford for a Change of Zone of Annexed Land of 1.14 +/- acres from MR Zoning to R1 Zoning District. Property is located along the north side of Old Shawnee Road, approximately 1,900 feet west of the S Dupont Boulevard intersection addressed as 6044 Old Shawnee Road, Milford Delaware. Present Use: Single Family Dwelling; Proposed Use: Same. Tax Map 1-30-3.06-125.00

AN ORDINANCE OF THE CITY OF MILFORD, DELAWARE WHEREAS, the owners of the property above have petitioned the City of Milford for an amendment of the zoning map of the City of Milford by annexing and rezoning land, as above described herein; and

WHEREAS, in accordance with Title 22 of the Delaware State Code and Chapter 230 of the City of Milford Code, the City provided public notice by advertisement in the Milford Beacon and by mailing public notices to property owners within a 200-foot radius of the site of the property being considered for a change of zone; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing to allow for public comment on March 17, 2020; and

WHEREAS, Milford City Council will hold a Public Hearing on March 23, 2020 to allow for public comment and further review of the ordinance.

Dates.
Planning Commission Review & Public Hearing: March 17, 2020
City Council Introduction: March 9, 2020
City Council Public Hearing: March 23, 2020
Effective: April 2, 2020

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at RPierce@milford-de.gov or by calling 302.424.8396.

Attachment (s): Exhibit A, Exhibit B

Advertised: *Beacon 02/26/20*

HUMAN RESOURCES
10 SE Second Street
Milford, DE 19963

THE CITY of Milford DELAWARE

PHONE 302.424.5142
FAX 302.424.5932
www.cityofmilford.com

DATE: February 24, 2020
TO: Mayor and City Council
FROM: Jamesha Eaddy, Human Resources Administrator
RE: Ordinance 2020-09/Personnel Code/Chapter 55/Tuition Reimbursement Policy

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A draft Tuition Reimbursement Policy was discussed at the February 10, 2020 Finance & Public Works Committee meeting whereby members requested additional information related to the financial impact of tuition for the municipalities the draft was designed after which included Dover, Newark, Middletown, Seaford, Smyrna, and Kent County.

Municipality	FY19 Financial Impact
Dover	$38,000.00
Newark	$304.00
Middletown	$7,552.05
Seaford	$8,792.30
Smyrna	No information provided at this time
Kent County	$13,092.00

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

City Council Hearing: Monday, March 23, 2020

NOTICE IS HEREBY GIVEN that the City Council will hold Public Hearings at 7:00 p.m., or as soon thereafter as possible, in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street to allow interested parties to participate in the discussion and consideration of the following matter:

ORDINANCE 2020-09
CODE OF THE CITY OF MILFORD
PART I-ADMINISTRATIVE LEGISLATION
CHAPTER 55-PERSONNEL

WHEREAS, Chapter 55 of the City of Milford Code governs personnel policies for all City of Milford employees; and

WHEREAS, the Chapter is intended to inform employees with important information about the City's rules, policies, practices, and procedures, as well as educated them on their own privileges and responsibilities; and

WHEREAS, the City of Milford encourages our employees to explore opportunities for personal and professional development including degree programs at accredited institutions of higher learning; and

WHEREAS; tuition reimbursement is designed to help employees pay for eligible expenses related to pursuing an undergraduate and/or graduate degree.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. The following text is hereby amended by adding a new Section 7.14, as set forth below:

SECTION 7 - EMPLOYEE BENEFITS
7.14 TUITION REIMBURSEMENT

Regular full-time employees are eligible for tuition reimbursement after completing six (6) months of full-time employment with the City.

The employee must be enrolled in an approved degree program that is related to the current job position held or must be appropriate for preparation for another position within the City. Courses are only eligible for reimbursement if they are required as part of the curriculum for the approved degree the employee is pursuing. Undergraduate and Graduate degrees are eligible, however law degrees, medical degrees, doctorate degrees, or PhDs are not eligible. The immediate supervisor, Department Director, and the City Manager will determine whether the course and/or degree program is eligible for tuition reimbursement.

Police officers shall apply for any financial grants from the Delaware Criminal Council Tuition Program available throughout the State at the same time as applying for the City program. If the Delaware Criminal Council Tuition Program is discontinued, then this provision will be void. The officer shall only be responsible to reimburse funds received through the City's program. A partial

payment from the Delaware Criminal Tuition Program does not preclude an officer from asking for the balance of the total amount as long as the course/and or degree program meets the eligibility requirements of this policy.

Eligible expenses include:

- *Tuition*
- *Books*
- *Mandatory non-refundable fees, such as registration, admission, matriculation, activity fees, and lab/shop fees.*

Expenses not covered include, but are not limited to:

- *Deferment fees or installment plan charges*
- *Late fees*
- *Transcript fees*
- *Entrance exams*
- *Test preparation fees or courses*
- *Graduation or diploma fees*
- *Parking*
- *Athletic fees*
- *Health fees*

The employee must submit an unofficial transcript showing successful completion of each course. A successful completion is earning a C/equivalent or better in a course. The employee must also submit an itemized invoice of tuition and fees, and proof of payment. At the completion of the degree program, an official transcript must be submitted.

The annual reimbursement limit for tuition is $5,250 per employee and may be subject to change based on IRS regulations. Taxation of employer provided tuition assistance is governed by the IRS tax code, Section 127. Reimbursements will be counted towards the annual limit based on the year in which the reimbursement is paid. Funds for tuition reimbursement do not carry over from year to year.

The employee must remain employed with the City for one year following the completion of the degree program.

The employee will be required to reimburse the City if they elect to voluntarily terminate their employment before the one-year anniversary of the completion of the degree program. The City may retain all unpaid earnings, accrued vacation, sick, and holiday time, or any other pay towards the satisfaction of the repayment obligation.

A temporary, flexible work schedule may be approved for an employee to attend courses. The flexible work schedule, whether only for a particular day or week, must be arranged in advance and the employee and supervisor must mutually agree upon the schedule and then obtain the written approval of the Department Director. At all times, normal business hours as well as the operational needs of the department must be maintained.

Section 2. Dates.
City Council Introduction: March 9, 2020
City Council Public Hearing: March 23, 2020

Effective: April 2, 2020

Advertised: Beacon, 03/04/20