

City of Milford



CITY COUNCIL AGENDA Monday, June 28, 2021

In accordance with the State of Emergency Declaration issued by Governor John Carney that became effective on March 13, 2020, and as extended, all public meetings of the City of Milford shall be conducted electronically through Zoom until further notice to prevent unnecessary public gatherings.

*This meeting is available for viewing by the public by accessing the following link:
<https://zoom.us/j/94877121629>*

*Members of the public may also dial in by phone using the following number:
301 715 8592 Webinar ID: 948 7712 1629*

Public Comments are encouraged on items as noted on the agenda and can be submitted via email to cityclerk@milford-de.gov no later than the start of the meeting. Attendees may also alert the City Clerk that they wish to speak at the appropriate time by submitting their name, address, and item via the Zoom Q&A function or by using the Raise Your Hand function during the meeting. All written comments received will be read into the record during the meeting.

WORKSHOP SESSION

6:45 PM

DMI Funding Request/Ladybug Festival

COUNCIL MEETING

7:00 PM

Call to Order - Mayor Archie Campbell

Invocation

Pledge of Allegiance

Public Hearings ®

ORDINANCE 2021-09

Application 2021-19/Milford Plaza SPE, LLC

Located at the northeast corner of Route 113 and Route 14 on 21.4 +/- acres of land

Application Type: Conditional Use – Comprehensive Sign Plan

Comprehensive Plan Designation: Commercial

Zoning District: C-3 (Highway Commercial District)

Present and Proposed Use: Shopping Center

Tax Parcel: MD-16-183.09-01-04.00

ORDINANCE 2021-10

Application of Limitless Development Company, LLC on behalf of Milford Marina Enterprise LLC for the Final Major Subdivision (Phase I Only) of 25.80 +/- acres of land, in an R-3 (Garden Apartment & Townhouse) Zoning District to be known as Knight Crossing. Property is located south of Cedar Beach Road, east of Beaver Dam in Road and west of Route 1, Milford, Delaware. Present Use: Vacant; Proposed Use: Planned Unit Development. Tax Map: 3-30-7.00-035.00, 036.00 & 037.00 (portion)

ORDINANCE 2021-12

Amend the Code of the City of Milford
Part II General Legislation Chapter 204 Taxation
Adds New Article VI – Monition Fees §204.14 Fees

Recognition

New Employee Introduction

Communication & Correspondence

Unfinished Business

Authorization of Funding/DMI Ladybug Festival

Council Retreat In-Person

New Business

Davis, Bowen & Friedel, Inc. on Milford Ponds Phase 3
Preliminary Plan Approval One Year Extension Request
Tax Parcel 1-30-3.00-264.00

Adoption/Resolution 2021-10/Reimbursement of Expenditures Associated with Police Station Project¹ ©

Executive Session

Motion to Recess into Executive Session

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;

Return to Open Session

Potential Vote/Property Matter

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.

021821 052021 052121 061021 061421

¹ 062421 Late Addition/Requested by Finance Director at Direction of Bond Attorney

Item Removed



The background of the image is a stylized American flag with a dark blue field containing white stars and alternating red and white horizontal stripes. The flag is slightly wavy, giving it a sense of movement. The text is overlaid on this background in a white, gothic-style font.

The Pledge of Allegiance

I pledge allegiance to the flag
of the United States of America,
and to the republic for which it stands,
one nation under God,
indivisible, with liberty and justice for all.

**CITY OF MILFORD
NOTICE OF PUBLIC HEARING**

Planning Commission Hearing: Tuesday, June 15, 2021 @ 7:00 PM
City Council Hearing: Monday, June 28, 2021 @ 7:00 PM

NOTICE IS HEREBY GIVEN that the following Ordinance is currently under review by Milford Planning Commission and City Council, with action scheduled to occur on the date(s) and time(s) indicated:

ORDINANCE 2021-09

Application 2021-19/Milford Plaza SPE, LLC
Located at the northeast corner of Route 113 and Route 14 on 21.4 +/- acres of land
Application Type: Conditional Use – Comprehensive Sign Plan
Comprehensive Plan Designation: Commercial
Zoning District: C-3 (Highway Commercial District)
Present and Proposed Use: Shopping Center
Tax Parcel: MD-16-183.09-01-04.00

WHEREAS, Chapter 230-24.25 of the Code of the City of Milford allows major subdivision to submit a Comprehensive Signage Plan for review as a conditional use application; and

WHEREAS, the purpose of the Comprehensive Signage Plan is to allow flexibility in design standards outlined in Chapter 230 related to subdivision or site plan signage, including size, number, height and area regulations; and

WHEREAS, the owners of the property, as described herein, have petitioned the City of Milford to amend their Comprehensive Signage Plan by installing an additional freestanding monument sign for the Sherwin Williams; and

WHEREAS, the City of Milford Planning Commission will consider the application during their meeting on Tuesday, June 15, 2021, at which time interested parties will be permitted to publicly comment on the application so that an informed recommendation can be provided to City Council; and

WHEREAS, Milford City Council will hold a Public Hearing on Monday, June 28, 2021 to allow for additional public comment and review of the Ordinance, at which time a final determination is expected; and

WHEREAS, the notice as required by Chapter 230, has been published in the Milford Beacon on May 26, 2021, and was provided to property owners within 200 feet of the subject parcel; and

WHEREAS, this Ordinance becomes effective ten days following the date of its adoption.

NOW, THEREFORE, the City of Milford hereby ordains as follows:

Section 1. Upon the adoption of this Ordinance, Milford Plaza SPE, LLC is hereby granted a Conditional Use to amend their Comprehensive Sign Plan at their site located at the northeast corner of Route 113 and Route 14, currently zoned C-3 (Highway Commercial), in accordance with the application, approved plans and any conditions set forth by City Council.

Section 2. Construction shall commence within one year of the date of issuance of the permit otherwise the conditional use becomes void.

Section 3. Dates.

City Council Introduction: Monday, June 14, 2021

Planning Commission Review & Public Hearing: Tuesday, June 15, 2021

City Council Public Hearing: Monday, June 28, 2021

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: Milford Beacon 05/26/21
V2 052121



DATA SHEET FOR MILFORD PLAZA

Planning Commission Meeting: June 15, 2021

Application Number / Name	:	21-019 / Milford Plaza
Applicant	:	Milford Plaza SPE, LLC 201 E. Delaware Avenue Newark, DE 19711
Owner	:	Same
Application Type	:	Comprehensive Sign Plan
Comprehensive Plan Designation	:	Commercial
Zoning District	:	C-3 (Highway Commercial District)
Present Use	:	Shopping Center
Proposed Use	:	Shopping Center
Area and Location	:	21.4 +/- acres of land located at the northeast corner of Route 113 and Route 14.
Property Identification Numbers	:	MD-16-183.09-01-04.00

ENC: Staff Analysis Report
Exhibit A - Location & Zoning Map
Comprehensive Sign Plan



STAFF ANALYSIS REPORT
May 10, 2021

Application Number / Name	:	21-019 / Milford Plaza
Application Type	:	Comprehensive Sign Plan
Property Identification Numbers	:	MD-16-183.09-01-04.00
Area and Location	:	21.4 +/- acres of land located at the northeast corner of Route 113 and Route 14.

I. BACKGROUND INFORMATION:

- The applicant is seeking permission to place an additional freestanding monument sign for the Sherwin Williams business within the Milford Plaza Shopping Center. See provided sketch and site plan for proposed sign style and location.
- The shopping center contains two (2) freestanding pylon signs for the main commercial strip center and seven (7) freestanding signs for each of the separate buildings and pad sites. See enclosed site plan and pictures for existing signage.
- Per Chapter 230-24.25(B)(3), shopping centers may submit a Comprehensive Sign Plan for Planning Commission and/or City Council consideration.

II. STAFF ANALYSIS:

- Chapter 230-24.25, Comprehensive Signage for Major Subdivisions and Complexes recognizes that large developments and complexes have signage needs that may not be adequately addressed by the standard sign regulations of Chapter 230 and Chapter 230-24.25 is specifically intended to establish an optional procedure for approval of comprehensive signage plans for such projects.
- Chapter 230-24.25(C) states comprehensive signage plans must comply with the following:

(1) If approved, comprehensive signage plans may not be held to the size, height, numbers, and area regulations for signs found in other sections of this article provided that the number, type, and size of signs proposed shall not be excessive and must be in proportion to the scale of the buildings and the uses planned for the site.

Staff Response: The applicant is seeking approval to construct an additional freestanding sign for one of the tenant spaces within the main commercial strip center. Chapter 230-24.16(B) states C-3 zoned properties are "limited to a combination of two signs per street or road frontage. No

more than one sign per street or road frontage shall be either a freestanding or projecting sign. No more than one sign per street or road frontage shall be either a building sign, canopy sign, or an awning sign.” Chapter 230-24.16(B)(1)(a) goes on to say “freestanding signs shall be limited to one per street frontage. In the case of shopping centers with separate building or pad sites, one additional freestanding sign will be permitted to each separate building or pad site.” The proposal would allow one additional free-standing sign for the main strip center for the Sherwin Williams tenant. The proposed freestanding sign would be located between the Chick-Fil-A and the four-suite building to the south and would eliminate one parking space.

- (2) All proposed signage shall be designed and coordinated with the overall architectural concept for the buildings on the site. Sign type, color scheme, size, and illumination shall be coordinated and compatible with the architecture of the development so as to formulate a thematic sign plan for the site.

Staff Response: The applicant has provided pictures of all of the existing signage for the center. The proposed sign is consistent with the existing sign style and architectural theme of the southern end of the shopping center.

- (3) Wall-mounted signs shall be coordinated with the overall design theme of the site and designed as an integral component of the facades of buildings.

Staff Response: No new wall-mounted signs are proposed as part of this application.

- (4) Site landscaping shall be designed to complement and not conflict with sign placements.

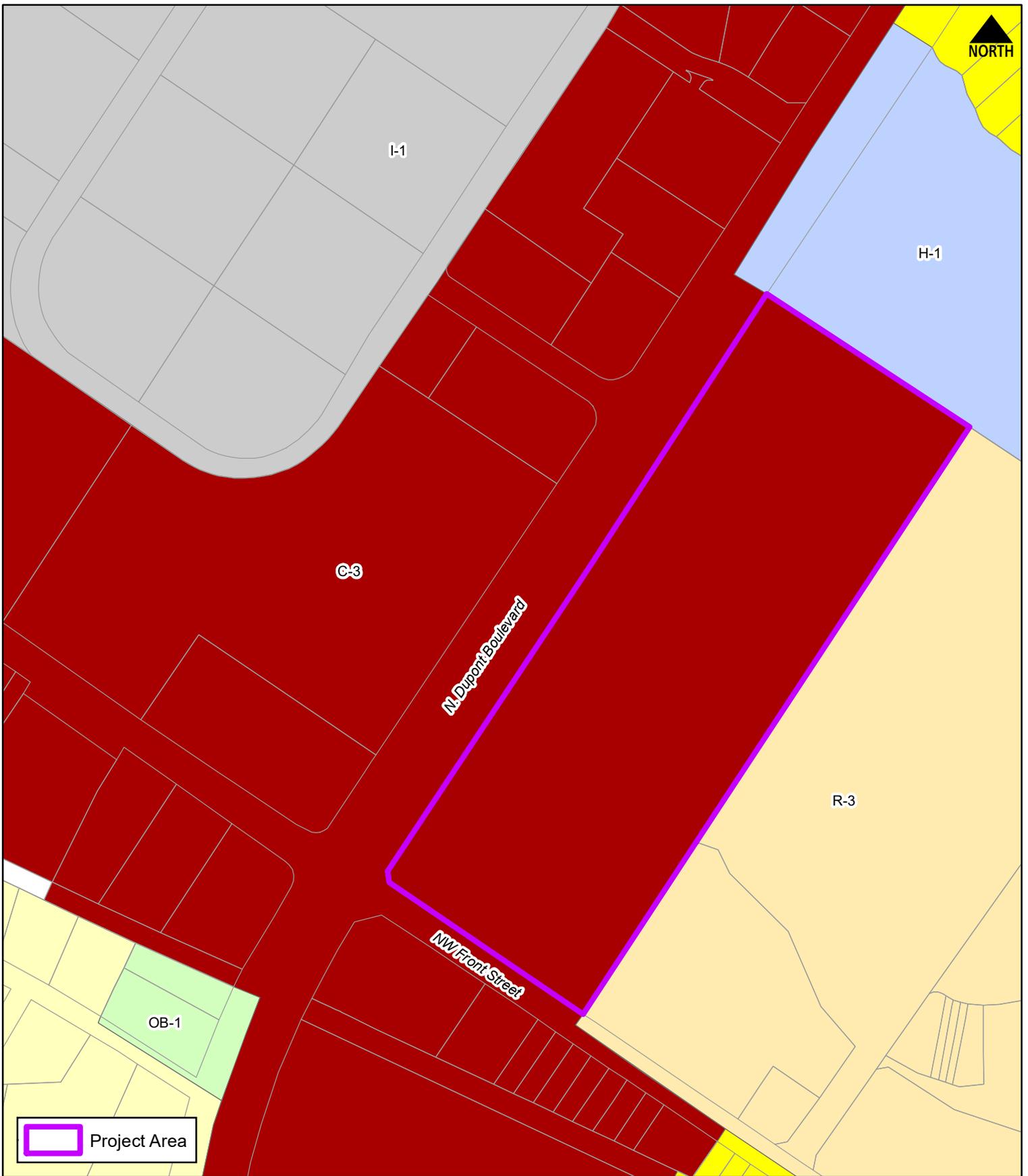
Staff Response: No new plantings are proposed as part of this application.

- (5) No off-premises signage will be permitted as part of an application for a comprehensive signage plan.

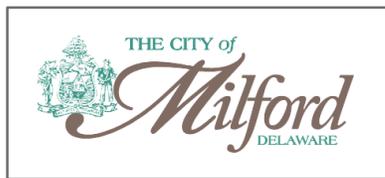
Staff Response: No off-premise signage is proposed.

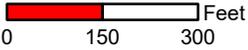
III. AGENCY & DEPARTMENT COMMENTS:

None Requested



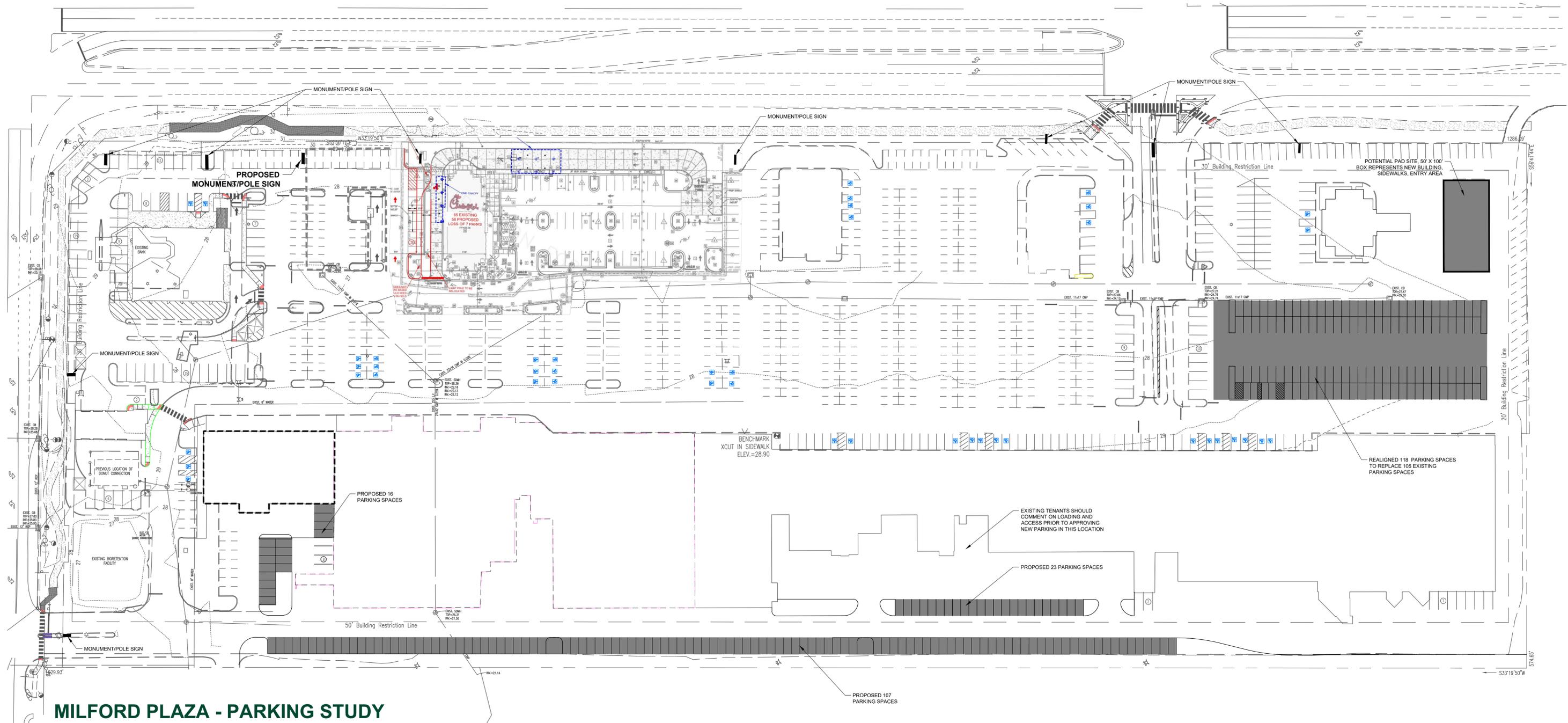
 Project Area



Scale:  Feet
 0 150 300
 Drawn by: WRP Date: 05/10/21

Title:
Conditional Use
Milford Plaza Enterprises
Location & Zoning Map

Filepath: CU_MilfordPlaza_Signs.mxd



MILFORD PLAZA - PARKING STUDY

EXISTING ANALYSIS (REFERENCE PREVIOUS VARIANCE REQUEST)

APPLEBEES:	144 SEATS/3 + 15 EMPLOYEES/2 = 56
CNB:	3,320 SF/200 + 6 EMPLOYEES/2 = 23
CITIZENS BANK:	1,985 SF/200 + 5 EMPLOYEES/2 = 15
HARDEES:	74 SEATS/3 + 8 EMPLOYEES/2 = 29
DONUT CONNECTION:	14 SEATS/3 + 5 EMPLOYEES/2 = 8
CHICK-FIL-A:	4,200 SF/200 + 6 EMPLOYEES/2 = 24
STARBUCKS/RETAIL:	(8,000 SF x 0.70)/200 + 6 EMPLOYEES = 34
BANK:	2,160 SF/200 + 6 EMPLOYEES = 17
RETAIL STRIP:	(193,355 SF x 0.70)/200 + 129 EMPLOYEES/2 = 742

EXISTING PARKING REQUIRED:	948 SPACES
EXISTING PARKING PROVIDED:	877 SPACES (VARIANCE OBTAINED)

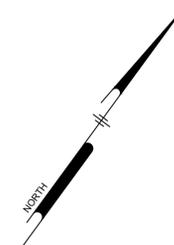
APRIL 15, 2021

NEW PARKING PROPOSED BEHIND STRIP CENTER FOR EMPLOYEES

PROPOSED REALIGNED PARKING SPACES IN FRONT OF STRIP CENTER

NEW PAD SITE MAY REQUIRE APPROXIMATELY 25 NEW SPACES

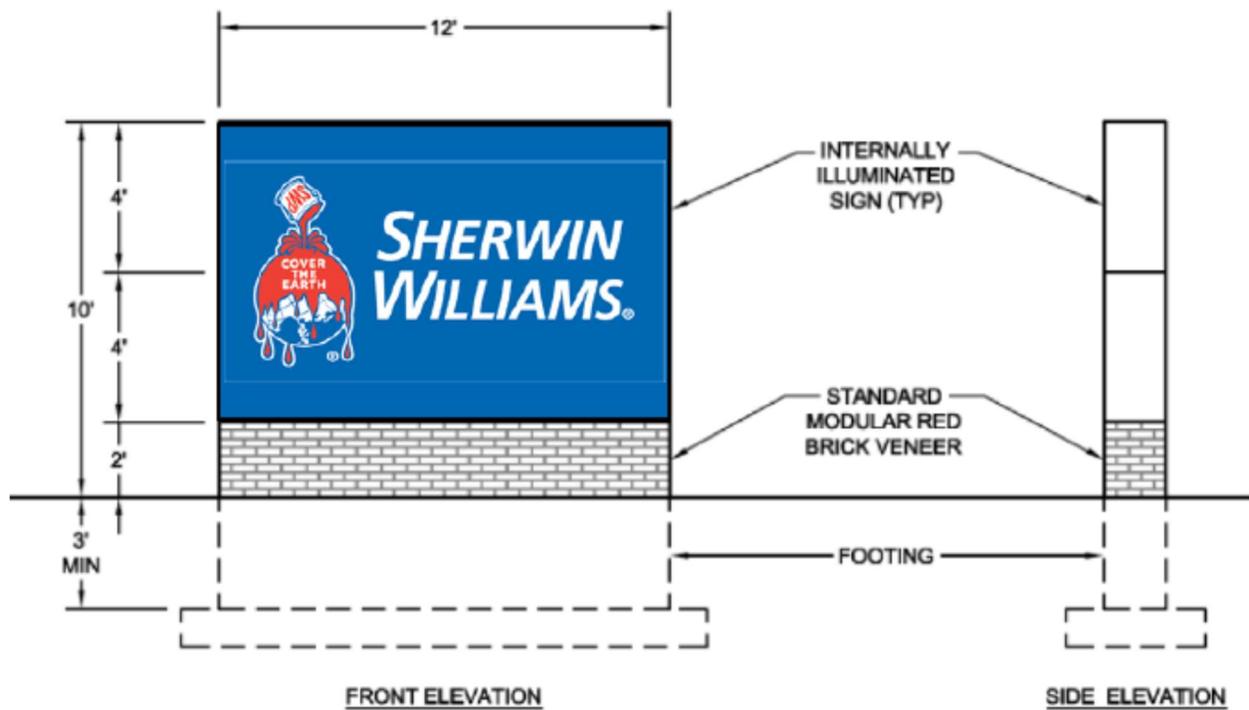
EXISTING PARKING REQUIRED:	948 + 25 = 973 SPACES
PROPOSED PARKING PROVIDED:	1,020 SPACES



PENNONI ASSOCIATES INC.
 18072 Davidson Drive
 Milton, DE 19968
 T 302.684.8030 F 302.684.8054

EXHIBIT C-2
PROPOSED DEDICATED SHERWIN WILLIAMS MONUMENT SIGN
CONCEPTUAL DESIGN

Newly Proposed Dedicated Monument Sign
Just off DuPont Blvd.



MONUMENT SIGN DETAIL
(NOT FOR CONSTRUCTION)

The Plaza at Milford

WSFS bank | ATM

OLYM



MILFORD
POST 3

RAC Rent-A-Center

DOLLAR GENERAL

Gordmans

EZ CASH



Advance Auto Parts

Great Clips
HAIRCUTS



FRESENIUS
MEDICAL CARE

Milford Dialysis



Little
Caesars



OneMain
Financial



SHERWIN
WILLIAMS



New
AI Steakhouse
Burger

The Plaza at Milford

LA TONALTECA



Goodwill
Store & Donations



Little Caesars



SPLASH!
LAUNDROMAT



DIH DELAWARE
INTEGRATIVE
HEALTHCARE

TSONAS MANAGEMENT
302-369-8895







STARBUCKS®

**Advance/
Auto Parts** 



AT&T



EYECON

— OPTICAL —



**Citizens
Bank**





OPEN FOR
CARRY OUT
DRIVE THRU & DELIVERY
CLOSED SUNDAY





OUTDOOR SEATING NOW AVAILABLE

**Shore
United
Bank**



**Drive-Thru
Services
Available**



§ 230-24.16. - Standards in commercial and industrial zones.

- A. General standards and sign features: Permanent on-premise signs in the Commercial and Industrial Zones, as identified herein, shall be subject to the standards set forth in this section.
 - (1) C-3 Highway Commercial District.
 - (2) I-1 Limited Industrial District.
 - (3) I-2 General Industrial District.
- B. Subject to the regulations in this section, Commercial and Industrial Zone properties are limited to a combination of two signs per street or road frontage. No more than one sign per street or road frontage shall be either a freestanding or a projecting sign. No more than one sign per street or road frontage shall be either a building sign, a canopy sign, or an awning sign.
 - (1) Freestanding Signs.
 - (a) Freestanding signs shall be limited to one per street frontage. In the case of shopping centers with separate buildings or pad sites, one additional freestanding sign will be permitted for each separate building or pad site.
 - (b) Freestanding signs shall not exceed 28 feet in height and shall not exceed 225 square feet of sign area per side.
 - (c) Freestanding signs shall have a minimum setback of 10 feet from the front lot line and a minimum setback of 25 feet from adjacent property lines.
 - (d) Shared Freestanding Signs.
 - [1] For adjoining nonresidential properties, a freestanding sign structure may be shared among adjoining property owners or tenants solely for the purpose of identification of the adjoining property or business located thereon.
 - [2] The permit application for a shared freestanding sign shall be accompanied by an agreement regarding ownership and maintenance obligations for the shared sign executed by the adjacent property owners or tenants, as the case may be.
 - (2) Projecting Signs.
 - (a) Projecting signs shall be limited to one per building façade on which any such sign is mounted per each separate street frontage.
 - (b) The area of any projecting sign shall be no larger in area than 20 square feet per side.
 - (c) No projecting sign shall extend in a vertical dimension above the highest architectural point of the façade to which it is mounted in excess of 25% of the vertical dimension of the façade itself.
 - (d) Projecting signs extending over a public sidewalk shall be limited to a projection distance not to exceed two-thirds of the width of the sidewalk. There shall be at least eight feet of clearance between the projecting sign and the sidewalk.
 - (e) A property may have a projecting sign and a freestanding sign provided that the property has more than one street or road frontage provided that all other requirements governing projecting signs are met.
 - (3) Building Signs.
 - (a) Building signs include wall or fascia signs, roof signs, and signs otherwise permanently applied to walls or other building surfaces.
 - (b) The total sign area of all parallel wall signs applied to any given façade shall not exceed 15% of the building façade in elevation view, including window and door areas and cornices to which they are affixed or applied.

- (c) In the case of a shopping center or a group of stores or other business uses on a lot held in single and separate ownership, the provisions of this section relating to the total area of signs permitted on a premise shall apply with respect to each building, separate store, separate storefront, or separate use.
- (4) Canopy Signs (Also Marquee Signs and Signs on Architectural Projections).
 - (a) Canopy Signs, Marquee Signs, and Signs on Architectural Projections are signs that are mounted to structures that project off the face of the building more than 18 inches.
 - (b) Signs affixed or applied in an essentially flat plan to the face of a building or freestanding canopy, marquee, or architectural projection provided that the copy area of any such sign, as defined herein, does not exceed an area equal to 40% of the product of the height and length of the face area of the canopy, marquee, or architectural projection to which such sign is affixed or applied, or 10% of the building façade to which it is attached, whichever is greater.
 - (c) In the case of a shopping center or a group of stores or other business uses on a lot held in single and separate ownership, the provisions of this section relating to the total area of signs permitted on a premise shall apply with respect to each building, separate store, separate storefront, or separate use.
 - (d) Graphic treatment in the form of striping or patterns shall be permitted on the face of any building or freestanding canopy, marquee, or architectural projection provided that the striping or patterns are not typically associated with the brand or company occupying the building, site or suite, and the area of any such graphic allowed treatment shall not be calculated as a component of permitted copy area.
- (5) Awning Signs.
 - (a) Graphics affixed or applied to the face or side surfaces of an awning or backlit awning are permitted provided that the copy area does not exceed an area equal to 40% of the product of the height and length of the face area of the awning to which the sign is affixed or applied, or 10% of the building façade to which it is attached, whichever is greater.
 - (b) In the case of a shopping center or a group of stores or other business uses on a lot held in single and separate ownership, the provisions of this section relating to the total area of signs permitted on a premise shall apply with respect to each building, separate store, separate storefront, or separate use.
 - (c) Graphic treatment or embellishment in the form of striping, patterns, or valances shall be permitted on the face or side surfaces of any awning or backlit awning provided that the striping or patterns are not typically associated with the brand or company occupying the building, site or suite, and the area of any allowed such graphic treatment or embellishment shall not be calculated as a component of permitted copy area.
- (6) Electronic message centers are permitted on properties used for non-residential purposes as part of a freestanding sign or building sign subject to the regulations of this article.

§ 230-24.25. - Comprehensive signage for major subdivisions and complexes.

- A. Purpose. In recognition that large developments and complexes have signage needs that may not be adequately addressed by the standard sign regulations of Chapter 230, this section is specifically intended to establish an optional procedure for approval of comprehensive signage plans for such projects.
- B. Qualifications. Comprehensive signage plans may only be submitted in conjunction with the following types of development projects:
 - (1) Major subdivisions and residential developments involving more than one entrance or involving 200 or more dwelling units;

- (2) Planned unit developments;
- (3) Shopping centers;
- (4) Groups of three or more nonresidential principal structures under common management and located on one or more contiguous properties; or
- (5) Any institutional complex, professional office, medical or educational campus, or business park.

C. Standards. Comprehensive signage plans shall comply with the following standards:

- (1) If approved, comprehensive signage plans may not be held to the size, height, numbers, and area regulations for signs found in other sections of this article provided that the number, type, and size of signs proposed shall not be excessive and must be in proportion to the scale of the buildings and the uses planned for the site.
- (2) All proposed signage shall be designed and coordinated with the overall architectural concept for the buildings on the site. Sign type, color scheme, size, and illumination shall be coordinated and compatible with the architecture of the development so as to formulate a thematic sign plan for the site.
- (3) Wall-mounted signs shall be coordinated with the overall design theme of the site and designed as an integral component of the facades of buildings.
- (4) Site landscaping shall be designed to complement and not conflict with sign placements.
- (5) No off-premises signage will be permitted as part of an application for a comprehensive signage plan.

D. Approval process.

- (1) Comprehensive signage plans shall be submitted for review by the Planning Commission for the purpose of providing commentary and recommendation to the City Council, if applicable. The City Council shall have authority to approve or deny the comprehensive signage plans, except for applications that are not required to be reviewed by City Council, in which case the Planning Commission shall have the authority to approve or deny the comprehensive signage plans.
- (2) Applicants may submit a comprehensive signage plan in conjunction with, and as a component of, any Preliminary Site Plan or Preliminary Major Subdivision application, for review and consideration by the Planning Commission and City Council, if applicable.
- (3) Owners of existing developments or previously approved but not completed developments, or successors in interest thereto, including but not limited to legally created homeowners associations, that own and control subdivision identification signage in subdivision that meet the qualifications of Chapter 230-24.25(B) may submit a comprehensive signage plan for consideration as a conditional use site plan in accordance with the procedures set forth in Chapter 230 of this Code.
- (4) Sign permits shall be obtained for each sign approved for installation as part of a comprehensive signage plan prior to the installation or placement of the sign.

E. Submission requirements. The following minimum submission materials shall accompany any request for consideration of a comprehensive signage plan.

- (1) A site plan which details the signage proposed to include the physical location of all existing and proposed signs on the property and their relationship to all existing and proposed buildings, structures, streets, parking areas, stormwater management ponds, and all other physical features of the site.
- (2) Fully dimensioned elevation drawings of each proposed sign. Proposed wall-mounted signs shall be illustrated as a component of the architectural elevation drawing of the building façade.
- (3) Colored renderings of each proposed sign.

- (4) Miscellaneous specifications to include proposed illumination type, mounting details, and materials proposed.
- F. Planning Commission and City Council considerations. In considering approval of comprehensive signage plans, the Planning Commission and City Council shall take into consideration the public health, safety, and welfare, the comfort and convenience of the public in general, and the residents, businesses, and property owners in the immediate vicinity in particular, and shall ensure that qualifying developments are afforded adequate, but not excessive, signage.

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS
Planning Commission Hearing: Tuesday, June 15, 2021 @ 7:00 PM
City Council Hearing: Monday, June 28, 2021 @ 7:00 PM

NOTICE IS HEREBY GIVEN that the following Ordinance is currently under review by Milford Planning Commission and City Council, with action scheduled to occur on the date(s) so indicated:

ORDINANCE 2021-10

Application of Limitless Development Company, LLC on behalf of Milford Marina Enterprise LLC for the Final Major Subdivision (Phase I Only) of 25.80 +/- acres of land, in an R-3 (Garden Apartment & Townhouse) Zoning District to be known as Knight Crossing. Property is located south of Cedar Beach Road, east of Beaver Dam in Road and west of Route 1, Milford, Delaware. Present Use: Vacant; Proposed Use: Planned Unit Development. Tax Map: 3-30-7.00-035.00, 036.00 & 037.00 (portion)

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for a Final Major Subdivision of Phase I Only; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing to allow for public comment on June 15, 2021; and

WHEREAS, Milford City Council will hold a Public Hearing on June 28, 2021 to allow for public comment and further review of the ordinance at which time a final determination is expected.

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

In accordance with Chapter 200 of the City of Milford Code, the City Council hereby finds and determines, as follows:

- Section 1. The Final Major Subdivision Plan is consistent with the objectives, policies, general land uses and programs in the City of Milford Comprehensive Plan, Subdivision and Zoning Codes, in that it establishes obligations and conditions for the implementation of the Knight Crossing Project;
- Section 2. The Final Major Subdivision Plan is in conformity with public convenience, general welfare and good land use practice;
- Section 3. The Final Major Subdivision Plan will not be detrimental to the public health, safety and general welfare of this community;
- Section 4. The Final Major Subdivision Plan will not adversely affect the orderly development of adjacent properties and will maintain the preservation of property values.
- Section 5. Dates.
 - City Council Introduction: June 14, 2021
 - Planning Commission Review & Public Hearing: June 15, 2021
 - City Council Public Hearing: June 28, 2021
 - Effective: Ten Days Following Adoption by City Council

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: Milford Beacon 05/26/21
V2 052121



DATA SHEET FOR KNIGHT CROSSING

Planning Commission Meeting: June 15, 2021

Application Number / Name	:	19-021 / Knight Crossing
Applicant	:	Limitless Development Company, LLC 26412 Broadkill Road Milton, DE 19968
Owner	:	Milford Marina Enterprise, LLC 2120 Love Point Stevensville, MD 21666
Application Type	:	Final Major Subdivision – Phase I Only
Present Comprehensive Plan Map Designation	:	Moderate Density Residential
Present Zoning District(s)	:	R-3 (Garden Apartment & Townhouse)
Present Use	:	Vacant
Proposed Use	:	Planned Unit Development
Size and Location	:	25.80 +/- acres of land located south of Cedar Beach Road, east of Beaver Dam Road and west of Route 1.
Tax Map & Parcel(s)	:	3-30-7.00-035.00, 036.00 & 037.00 (portion)

ENC: Staff Analysis Report
Exhibit A – Location & Zoning Map
Exhibit B – Final Major Subdivision



STAFF ANALYSIS REPORT
May 10, 2021

Application Number / Name	:	19-021 / Knight Crossing
Application Type	:	Final Major Subdivision – Phase I Only
Comprehensive Plan Designation	:	Moderate Density Residential
Zoning District	:	R-3 (Garden Apartment & Townhouse District) C-3 (Highway Commercial District)
Present Use	:	Vacant
Proposed Use	:	Planned Unit Development
Property Identification Numbers	:	3-30-7.00-035.00, 036.00 & 037.00 (portions)
Area and Location	:	40.64 +/- acres of land located south of Cedar Beach Road, east of Beaver Dam Road and west of Route 1.

I. BACKGROUND INFORMATION:

- The applicant received Preliminary Major Subdivision and Conditional Use approval from City Council on February 24, 2020. See attached for a copy of the approval letter outlining approved Planned Unit Development (PUD) conditions.
- The applicant proposes to construct 87 single-family detached dwellings and 30 townhouses, for a total of 117 dwelling units. The original request was for 131 total dwelling units; however, the applicant has redesigned the single-family detached layout to meet the required side separation of 16 feet between units which required a reduction in the number of homes within the project.
- The applicant is seeking Final Major Subdivision approval for Phase I only, which includes 24 single family detached dwellings arranged in a condominium format. Additional phases will be submitted at a later date for final major subdivision approval.
- The applicant proposes to construct the community building under Phase II of the subdivision and staff recommends requiring a performance bond being posted for 125% of the construction cost for the community building prior to the issuance of any building permits. A note should be added to the final record plan prior to final signatures outlining the performance bond requirement and timing.

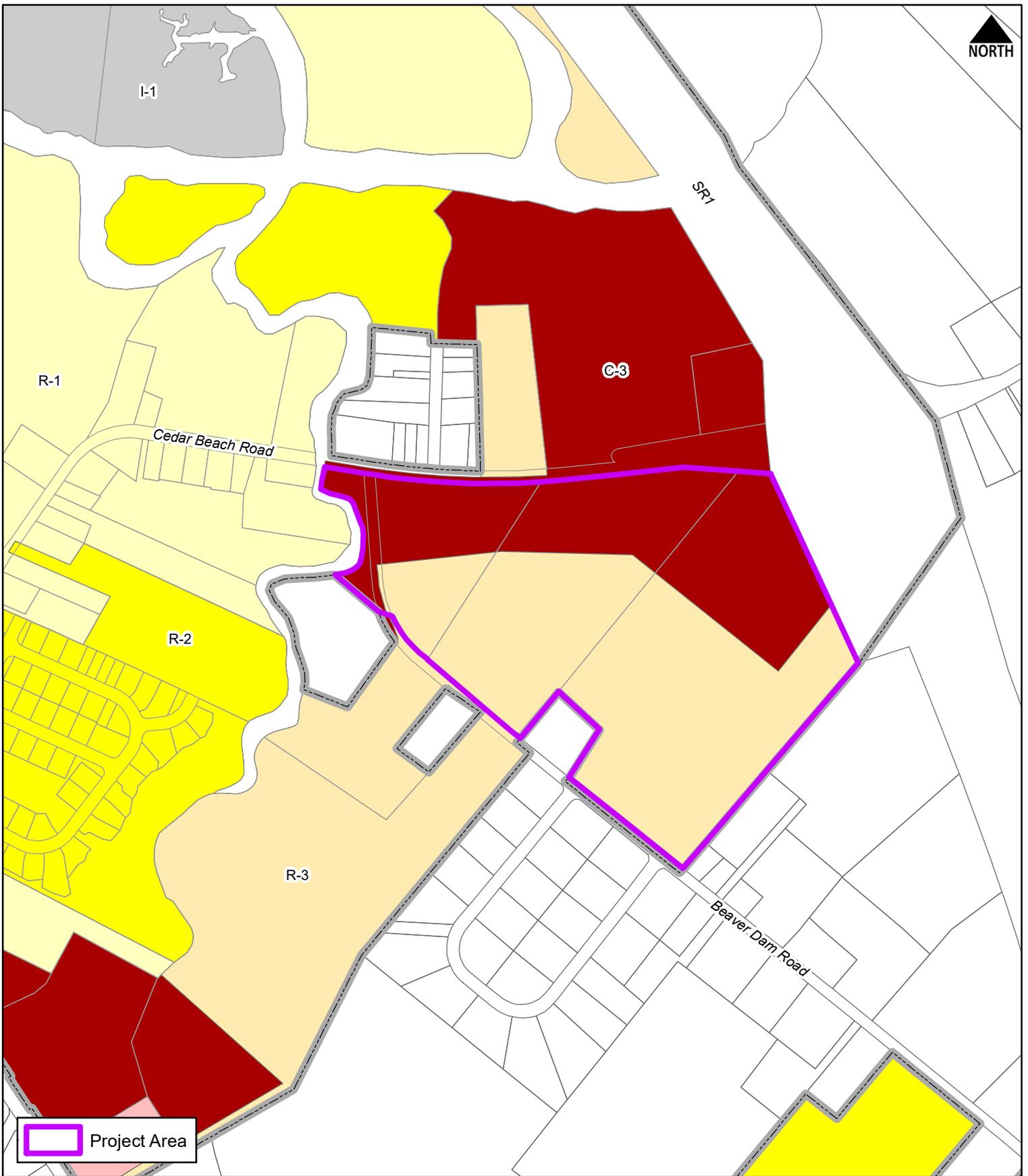
II. STAFF ANALYSIS:

Based on the information presented, the City of Milford Code and the Comprehensive Plan, staff submits the following regarding the request for a Final Major Subdivision approval:

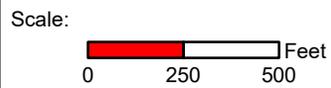
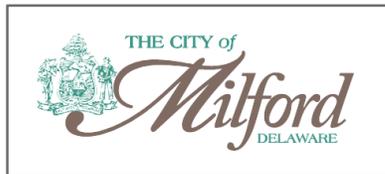
- The final major subdivision plans are consistent with Chapter 230 Zoning, Chapter 200 Subdivision of Land and the conditions approved by City Council as part of the Planned Unit Development approval.
- The construction plans have been reviewed and approved by the City Engineer for compliance with the City's Construction Standards and Specifications.
- The applicant is required to execute the subdivision agreement prior to final signatures for the record plans.
- The applicant is required to enter into a cost-sharing agreement with the Windward on the River developer for the construction of the sewage pumping station.

III. AGENCY & DEPARTMENT COMMENTS:

- **DelDOT Planning, Development Coordination**
See attached "Letter of No Objection to Recordation" dated March 4, 2021.
- **Delaware Health and Social Services – Division of Public Health**
See attached approval to construct dated March 10, 2021.
- **Sussex Conservation District**
See attached approval letter dated March 23, 2021.
- **Delaware State Fire Marshal's Office**
See attached approval letter dated February 11, 2020.
- **City Engineer – Construction Plan Review**
See attached construction plan approval letter dated May 5, 2021.



 Project Area



Drawn by: WRP Date: 05/10/21

Title:

Final Major Subdivision
Knight Crossing
Location & Zoning Map

Filepath: FinalMajorSubdivision_KnightCrossing.mxd

GENERAL NOTES

- THE PURPOSE OF THIS PLAN IS TO CONSTRUCT A 24 UNIT RESIDENTIAL CONDO SUBDIVISION WITH STORMWATER MANAGEMENT FACILITIES AND ASSOCIATED PUBLIC ROADS, DRAINAGE, WATER AND SANITARY SEWER.
- THE BOUNDARY INFORMATION SHOWN ON THESE DRAWINGS IS BASED ON A SURVEY PERFORMED BY DAVIS, BOWEN, & FRIEDEL, INC., ON MARCH 2010.
- A TOPOGRAPHIC SURVEY WAS PERFORMED BY DAVIS, BOWEN, & FRIEDEL, INC. OF MILFORD, DELAWARE ON MARCH 2010. HORIZONTAL DATUM IS BASED ON DELAWARE STATE GRID, NAD83 CONTROL MONUMENTS.
- HYDRIC SOILS ARE NOT INDICATED AS BEING PRESENT ACCORDING TO THE SUSSEX COUNTY SOIL SURVEY. SOILS HAVE BEEN INSPECTED BY DUFFIELD ASSOCIATES, A LICENSED WETLANDS SCIENTIST.
- 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 HISHER 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 DELAWARE (800-855-8555) A MINIMUM OF THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO ANY EXCAVATION.
- 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.
- USE ONLY SUITABLE AND APPROVED GRANULAR MATERIAL FOR BACKFILLING TRENCHES.
- 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.
- 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.
- PIPELINE DETECTION TAPE SHALL BE COLORED, 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.
- CONDUCTIVE TRACER WIRE SHALL BE INSTALLED WITH ALL NON-METALLIC WATER PIPE AND SERVICES, AND ALONG ALL SEWER LATERALS AND FORCE MAIN. WIRE SHALL BE SECURED TO THE TOP OF PIPE AND SHALL BE SECURELY BONDED TOGETHER AT ALL WIRE JOINTS WITH APPROVED WATER TIGHT CONNECTORS. TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES, METER PITS, CLEANOUTS, AND AIR RELEASE VALVES.
- PRIOR TO ISOLATION AND CUT-IN PROCEDURES, CONTRACTOR SHALL EXCAVATE, LOCATE, AND OBSERVE FUNCTION OF ALL EXISTING VALVES TO ASSIST IN THE SYSTEM ISOLATION.
- SHOP DRAWINGS FOR ANY ITEMS 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).
- ALL SANITARY SEWER MAINS AND FORCE MAINS 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.
- THERE SHALL BE A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER MAINS AND FORCE MAINS 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 FORCE MAINS 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 CROSSING.
- 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 BY ENCLOSING THE PIPE WITH A MINIMUM COVER OF 36 INCHES.
- THIS SITE SITS PARTIALLY WITHIN ZONE FLOOD ZONE AE (ELEVATION 9) PER FEMA FLOOD MAP PANEL 1005C0041K AND 1005C0042K LAST REVISED 03/16/2015.
- ALL ROADWAYS ARE TO BE SWEEPED FREE OF SEDIMENT ON A DAILY BASIS.
- 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, CANTERS, 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 TO A MINIMUM DISTANCE OF 10 FEET FROM THE WORK AREA.
- 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.
- THE STORM DRAINAGE SYSTEM HAS BEEN DESIGNED USING THE CRITERIA OF THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION DEVELOPMENT COORDINATION MANUAL, LATEST EDITION.
- ALL FIRE LANES, FIRE HYDRANTS, EXITS, AND STANDPIPES WILL BE MARKED IN ACCORDANCE WITH STATE FIRE PREVENTION REGULATIONS.
- 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.
- 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.
- 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.
- THE OWNER AND/OR THEIR CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE SERVICES OF A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF DELAWARE FOR THE PERMANENTLY RE-ESTABLISHING OF ANY PROPERTY MARKERS OR MONUMENTS DISTURBED DURING CONSTRUCTION THAT INCLUDES THE RE-ESTABLISHING OF ANY PROPERTY MARKERS OR MONUMENTS(S) SHALL BE PRESENTED TO THE PROPERTY OWNER FOR COMPARISON WITH THE ORIGINAL PLAT, FOR VERIFICATION.
- THE OWNER SHALL BE RESPONSIBLE FOR THE SHORT-TERM MAINTENANCE OF THE ANY AND ALL STORMWATER MANAGEMENT FACILITIES AND STORM SEWER SYSTEMS UNTIL SUCH TIME THAT THE LONG-TERM MAINTENANCE RESPONSIBILITIES CAN BE TRANSFERRED TO A LEGALLY ESTABLISHED HOMEOWNERS ASSOCIATION OR OTHER RESPONSIBLE ENTITY.
- 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:
A. ALL ITEMS HAVE PASSED CITY INSPECTION.
B. THE CITY HAS RECEIVED AND APPROVED DIGITAL AND HARD COPIES OF THE RECORD DRAWINGS; AND
C. THE RIGHTS-OF-WAY AND/OR EASEMENTS HAVE BEEN DEEDED TO THE CITY AND RECORDED WITH THE RECORDER OF DEEDS.
D. 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.
- PRELIMINARY APPROVAL FROM CITY COUNCIL SHALL BE VOID AFTER ONE (1) YEAR, UNLESS AN EXTENSION IS REQUESTED BY THE OWNER AND APPROVED BY CITY COUNCIL PRIOR TO THE DATE OF EXPIRATION.
- 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.
- WITHIN 90 DAYS OF FINAL APPROVAL FROM CITY COUNCIL, THE SUBDIVIDER SHALL RECORD THE PLAT AT THE COUNTY RECORDER OF DEEDS OF DEEDS 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. 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.
- IF CONSTRUCTION OF IMPROVEMENTS SHOWN ON THE RECORDED SUBDIVISION PLANS DO NOT COMMENCE WITHIN FIVE YEARS OF THE ORIGINAL RECORDED DATE, AND CONTINUE PROGRESSING TOWARDS COMPLETION, THE SUBDIVISION IS SUBJECT TO EXPIRATION PER CHAPTER 200-9 OF THE CITY CODE.
- 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 HISHER CONTRACTOR NOT HAVING MET THE CONSTRUCTION PERMITTING REQUIREMENTS.
- 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 GUARANTEE FOR ANY IMPROVEMENTS WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY. THE GUARANTEE SHALL BE IN AN AMOUNT EQUAL TO 150% OF THE COST OF THE IMPROVEMENTS AS ESTIMATED OR APPROVED BY THE CITY ENGINEER. THE GUARANTEE SHALL BE IN THE FORM OF A BOND OR FUNDS DEPOSITED IN AN ESCROW ACCOUNT. THE PUBLIC WORKS AGREEMENT AND THE GUARANTEE 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.
- 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 GUARANTEE. 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.
- 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 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 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 PLANS, NAD 83 HORIZONTAL CONTROL, AND NAVD88 VERTICAL CONTROL. RECORD PLAN INFORMATION SHALL INCLUDE SURVEYED AS-BUILT ELEVATIONS AND HORIZONTAL LOCATIONS OF THE FOLLOWING:
A. ALL PROPERTY MONUMENTS/MARKERS;
B. SEWER MANHOLE RIM & INVERT ELEVATIONS, WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED, PUMP STATION RIM, BOTTOM & INVERT ELEVATIONS WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED, FORCEMAIN INVERT ELEVATIONS EVERY 50 FEET, FORCEMAIN AIR RELEASE VALVE RIM & INVERT ELEVATIONS, SEWER CLEANOUT RIM & INVERT ELEVATIONS, AND GREASE TRAP RIM, BOTTOM & INVERT ELEVATIONS;
C. WATER VALVES, FIRE HYDRANTS, METER VAULTS, METER PITS, AND CURB STOPS;
D. STORM SEWER CATCH BASIN AND/OR MANHOLE GRATE, RIM & INVERT ELEVATIONS WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED; AND
E. ANY OTHER ITEM WHICH WILL BE TAKEN OVER BY THE CITY.
- 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 HISHER REPRESENTATIVE SHALL BE IN ATTENDANCE.
- THERE ARE NO WATER RESOURCES PROTECTION AREAS ON THE SITE.
- PROVIDE A STATEMENT REGARDING THE ABSENCE OR PRESENCE OF STATE OR FEDERALLY REGULATED WETLANDS. IF WETLANDS ARE PRESENT, PROVIDE THE TOTAL ACREAGE OF WETLANDS IN THE DATA COLUMN ALONG WITH THE ACREAGE OF WETLAND TO BE DISTURBED.
- ALL RIGHT OF WAYS SHOWN ON THIS PLAT SHALL BE DEDICATED TO THE PUBLIC USE UPON RECORDED DATE OF THESE PLATS.
- ALL SUBDIVISION LOTS SHALL HAVE A 5 FOOT PUBLIC EASEMENT ALONG LOT LINES FOR A TOTAL EASEMENT WIDTH OF AT LEAST TEN FEET ALONG A LOT LINE COMMON TO TWO LOTS AND A TEN FOOT WIDE EASEMENT ALONG FRONT PROPERTY LINES WITHIN THE SUBDIVISION. EASEMENTS ALONG PERIMETER BOUNDARIES OF THE SUBDIVISION SHALL BE TEN FEET IN WIDTH ON THE INTERIOR SIDE OF THE BOUNDARY.
- NO PLANTINGS OR IMPROVEMENTS MAY BE PLACED IN THE DEDICATED EASEMENT AREAS, EXCEPT FOR FENCES.
- THE COMMUNITY BUILDING SHALL BE CONSTRUCTED WITH PHASE 2 A BOND IN THE AMOUNT OF 125% OF THE COST OF THE BUILDING WILL BE REQUIRED TO BE POSTED BEFORE ISSUANCE OF CERTIFICATE OF OCCUPANCIES FOR PHASE 1.
- ALL LINES AND GRADES PLANS FOR EACH LOT WILL BE REQUIRED TO BE SUBMITTED WITH EACH BUILDING PERMIT.

PUD ALTERNATIVE DESIGN LIST (APPROVED BY CITY COUNCIL ON FEB. 24, 2020):

- CHAPTER 200-5(A)(14) - 60' RIGHT OF WAY WITH 30' PAVEMENT WIDTH FOR TOWNHOUSES. REQUESTING 50' RIGHT OF WAY WITH 30' PAVEMENT WIDTH TO MATCH THE REST OF THE DEVELOPMENT.
- CHAPTER 200-5(A)(16) - PROVIDE A 100' RIGHT OF WAY AND 76" DIAMETER CURB CUL-DE-SAC AT KNIGHT COURT. REQUESTING A "T" TURNAROUND PER DIRECTION FROM DELDOT FOR FUTURE CONNECTION TO EXISTING PARCEL.
- CHAPTER 200-5(A)(16) - KNIGHT COURT IS NOT ALLOWED TO BE LONGER THAN 400' REQUESTING KNIGHT COURT TO EXTEND TO THE EXISTING PARCEL TO ALLOW CONNECTION IN THE FUTURE IF THAT PARCEL IS TO BE DEVELOPED PER DELDOT DIRECTION AS THEY WILL NOT ALLOW ANOTHER ENTRANCE TO BEAVER DAM ROAD.
- CHAPTER 200-5(D)(3) - BLOCK WIDTHS SHALL BE NO LESS THAN 275 FEET IN LENGTH REQUESTING THE CURRENT BLOCK LAYOUT AT 250' +/-
- CHAPTER 200-5(E)(4) - CORNER LOTS SHALL HAVE TWO FRONT YARD SETBACKS. REQUESTING ONE FRONT YARD SETBACK AND THEN A 1/2 SETBACK FOR THE OTHER FRONT YARD.
- CHAPTER 230-11(B)(A)2 - MAXIMUM LOT COVERAGE OF 45%. REQUEST PUD / CONDOMINIUM STYLE WITH COVERAGE OF APPROXIMATELY 52%.
- CHAPTER 230-11(B)(A)5 - MINIMUM BUILDING SETBACK OF 30'. REQUEST PUD / CONDOMINIUM STYLE WITH FRONT SETBACK OF 20'.
- CHAPTER 200-5(E)(6) - 10' MINIMUM EASEMENT ALONG MAIN ROAD FOR SCREENING REQUEST TO ALLOW A MINIMUM 25' SETBACK FROM BUILDING ENVELOPE TO ROAD WAY WITH A PLANTED BUFFER FOR UNITS 1-5.

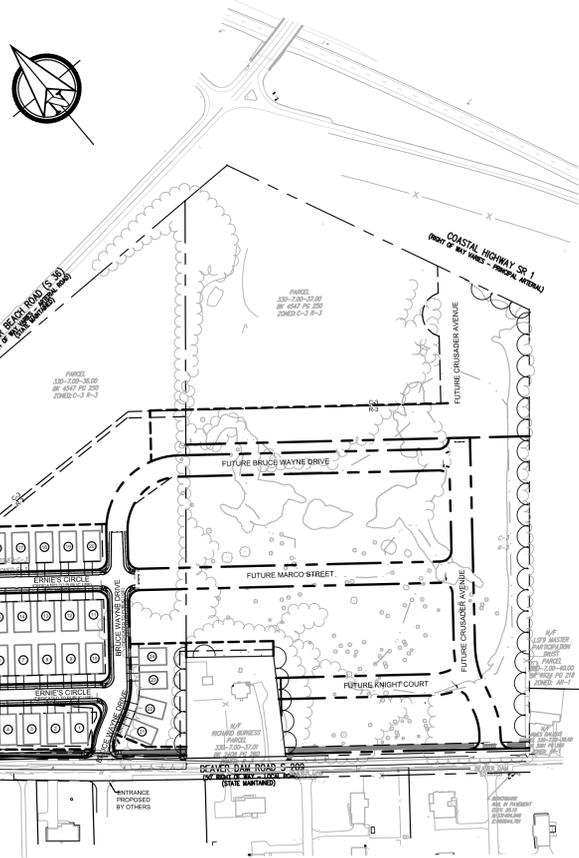
CITY ENGINEER APPROVAL		
CONSTRUCTION IMPROVEMENTS PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH THE CITY OF MILFORD'S STANDARD SPECIFICATIONS FOR INSTALLATION OF UTILITY CONSTRUCTION PROJECTS AND SUBDIVISION PAVEMENT DESIGN. THE OWNER AND THEIR ENGINEER AND/OR SURVEYOR ASSUME ALL RESPONSIBILITY FOR THE DESIGN AS CONTEMPLATED HEREIN AND ACCURACY OF ALL INFORMATION SHOWN HEREOF.		
JASON MCCLAFFERTY	CITY ENGINEER	DATE
CITY PLANNING DEPARTMENT APPROVAL		
PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH 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 HEREOF.		
CITY OF MILFORD APPROVAL		
MARK WHITFIELD	CITY MANAGER	DATE

CERTIFICATION OF ACCURACY

I, _____ HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF DELAWARE AND THAT THE BOUNDARY AND TOPOGRAPHIC INFORMATION ON THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY ACCEPTED SURVEYING STANDARDS AND PRACTICES AND BY THE NEW CASTLE COUNTY UNIFIED DEVELOPMENT CODE.

DATE _____ REGISTRATION # _____

STEPHEN J. GORSKI, P.E. 04/12/2021 DATE



SITE LOCATION MAP
SCALE: 1" = 200'

MARINA DEL BENCHMARK
HORIZONTAL DATUM: NAD83
VERTICAL DATUM: NAVD88
SITE BENCHMARK:
N: 331404.846
E: 660044.781
ELEV.: 25.15
NAIL IN PAVEMENT

OWNER'S CERTIFICATION

I, DON LOCKWOOD, HEREBY CERTIFY THAT I AM A REPRESENTATIVE FOR MILFORD MARINA, LLC IN REGARDS TO THE PROJECT SHOWN IN THESE PLANS AND THAT THE PLAN WAS MADE AT MY DIRECTION. 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.

SIGNED _____ DATE 04/12/2021

WETLANDS CERTIFICATION

THIS SITE WAS EVALUATED IN ACCORDANCE WITH THE 1987 CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL TO IDENTIFY THE PRESENCE OF WETLANDS, AND WETLANDS WERE FOUND TO EXIST ON THE SITE. A LETTER OF FINDINGS HAS BEEN PREPARED BY DUFFIELD ASSOCIATES, DATED APRIL 30, 2019. ALL WETLANDS ARE MAN-MADE RESULTING FROM A PREVIOUS QUARRY OPERATION, ISOLATED AND CONSIDERED TO BE NON-JURISDICTIONAL. A JURISDICTIONAL DETERMINATION WAS APPROVED ON DECEMBER 3, 2020 AND CONFIRMED THAT THE 5.9 ACRES OF DEPRESSION ARE NON-REGULATED.

SIGNED _____ DATE 04/12/2021

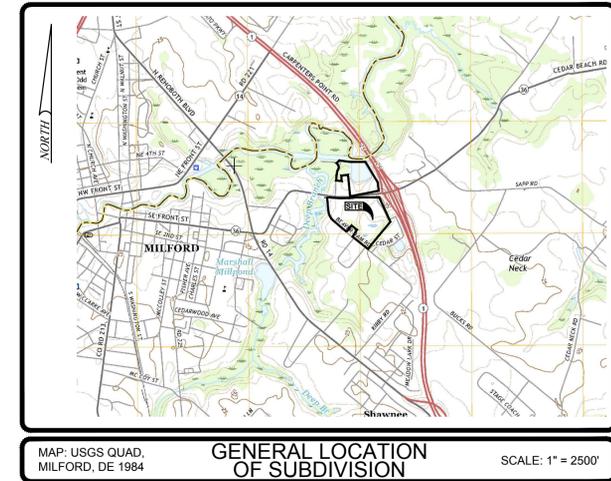
ENGINEER'S CERTIFICATION

I, STEPHEN J. GORSKI, HEREBY CERTIFY THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, AND THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

SIGNED _____ DATE 04/12/2021

SHEET INDEX:

01	COVER SHEET
02	OVER ALL RECORD PLAN
03	PHASE ONE RECORD PLAN
04	NOTES AND DETAILS
05	SIGHT LINE EXHIBIT



GENERAL LOCATION OF SUBDIVISION
SCALE: 1" = 2500'

SITE DATA:

- APPLICATION NO.: 19-021
- TAX PARCEL NUMBER: 3-30-7.00-035.00; & 036.00; & 037.00
- OWNER: MILFORD MARINA, LLC
2120 LOVE POINT
STEVENSVILLE, MD 21666
PH: 302-684-4844
- DEVELOPER: LIMITLESS DEVELOPMENT CO. LLC
26412 BROADKILL ROAD
MILTON, DE 19968
PH: 302-684-4844
DEED BOOK : PAGE
- SOURCE OF TITLE: R-3 - 25.84 ACRES
C-3 - 14. 80 ACRES
- ZONING: R-3 - 25.84 ACRES
C-3 - 14. 80 ACRES

R-3 GARDEN APARTMENT AND TOWNHOUSE DISTRICT

REQUIRED	PUD PROPOSED
SINGLE FAMILY DWELLING	4,000 SQ.FT. (CONDOMINIUM)
MINIMUM LOT AREA	50 FEET
MAXIMUM BUILDING COVERAGE	52% +/- (BUILDING ENVELOPE)
MINIMUM LOT WIDTH	60 FEET
MINIMUM SIDE YARD	5 FEET - 10 AGG.
MINIMUM FRONT YARD	20 FEET (10' COR. FRONT YARD)
MINIMUM REAR YARD	15 FEET
MAXIMUM BUILDING HEIGHT	35 FEET (3 STORIES)

REQUIRED	PUD PROPOSED
TOWNHOUSE OR ROW DWELLING	5 UNITS
NUMBER OF DWELLING PER GROUP	MAXIMUM 12 DU
DWELLING UNITS PER ACRE	SEE PUD CALC.
BUILDING COVERAGE	47% +/- (BUILDING ENVELOPE)
MINIMUM LOT SIZE PER DU	2,000 SQ.FT. (CONDOMINIUM)
BUILDING HEIGHT	35 FEET

REQUIRED / ALLOWABLE	PUD PROPOSED
PUD COMPUTATIONS	4,000 SQ.FT.
MINIMUM LOT AREA	50 FEET
MINIMUM LOT WIDTH	40 FEET
MAXIMUM DENSITY	25% OF GROSS DEV. AREA
	25.75 AC - 6.44 AC = 19.31AC
	841,143 / 4,000 = 210 D.U.
	400 SQ.FT. PER D.U.
	117 D.U. * 400 SQ.FT. (TOTAL OF THREE PHASES)
	= 46,800 SQ.FT. 1.07 ACRES 4,736 ACRES
	46,800 * 5 = 23,400 SQ.FT 0.54 ACRE 1,420 ACRES

REQUIRED OPEN SPACE	117 DWELLING UNITS
REQUIRED RECREATIONAL	72 SPACES PROVIDED (1 GARAGE PER UNIT)

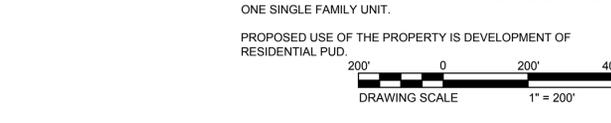
7. BENCHMARK:	NAIL IN PAVEMENT EDGE ELEV = 25.15 N: 331404.846 E: 660044.781
8. DATUM:	HORIZONTAL: DE STATE PLAN NAD 83 VERTICAL: NAVD 88

9. SITE ACREAGE:	TOTAL = 40.64 ± ACRES
PARCEL 3-30-7.00-035.00	= 6.083 ACRES
PARCEL 3-30-7.00-036.00	= 12.873 ACRES
PARCEL 3-30-7.00-037.00	= 21.684 ACRES

PHASE 1 AREA	= 7.816 ACRES
AREA OF CITY RIGHT OF WAY	= 5.540 ACRES
LOT A	= 12.445 ACRES
AREA OF REMAINING LAND	= 3.531 ACRES
PARCEL 3-30-7.00-035.00	= 7.538 ACRES
PARCEL 3-30-7.00-037.00	= 9.159 ACRES

10. WATER SUPPLY:	CITY OF MILFORD		
11. SANITARY SEWER:	CITY OF MILFORD		
ANTICIPATED SEWAGE:			
EXISTING: NONE	0	0	0
PROPOSED: SINGLE FAMILY RESIDENCE (117 EDU. (TOTAL OF PH. 1-3) @250 GPD PER LOT)	29,250	29,250	29,250
NET INCREASE	29,250	29,250	29,250

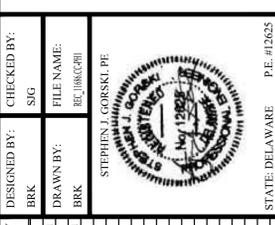
12. ELECTRIC SUPPLY	CITY OF MILFORD
13. LAND USE	EXISTING USE OF THE PROPERTY IS UNDEVELOPED LAND AND ONE SINGLE FAMILY UNIT.



DUFFIELD ASSOCIATES
Soil, Water & the Environment

5400 LIMESTONE ROAD
WILMINGTON, DE 19808-1232
TEL: 302.239.6634
FAX: 302.239.8485

OFFICES IN DELAWARE, MARYLAND, PENNSYLVANIA AND NEW JERSEY
WEB: HTTP://DUFFIELD.COM
E-MAIL: DUFFIELD@DUFFIELD.COM



DESIGNED BY:	CHECKED BY:	DATE:
BRK	SG	04/12/2021
BRK	SG	04/12/2021
BRK	SG	04/12/2021

REVISION	NO.	DATE	DESCRIPTION
1	PER DELDOT COMMENT		
2	PER CITY COMMENT		

OWNER: MILFORD MARINA ENTERPRISE, LLC
2120 LOVE POINT ROAD
STEVENSVILLE, MD 21666

DEVELOPER: LIMITLESS DEVELOPMENT CO. LLC
26412 BROADKILL ROAD
MILTON, DE 19968
PHONE: (302) 684-4844

RECORD PLAT COVER SHEET

KNIGHT CROSSING PHASE ONE

CITY OF MILFORD ~ SUSSEX COUNTY ~ DELAWARE

DATE: 7 JANUARY 2021

SCALE: 1" = 60'

PROJECT NO. 11686.CC

SHEET: 1 OF 5

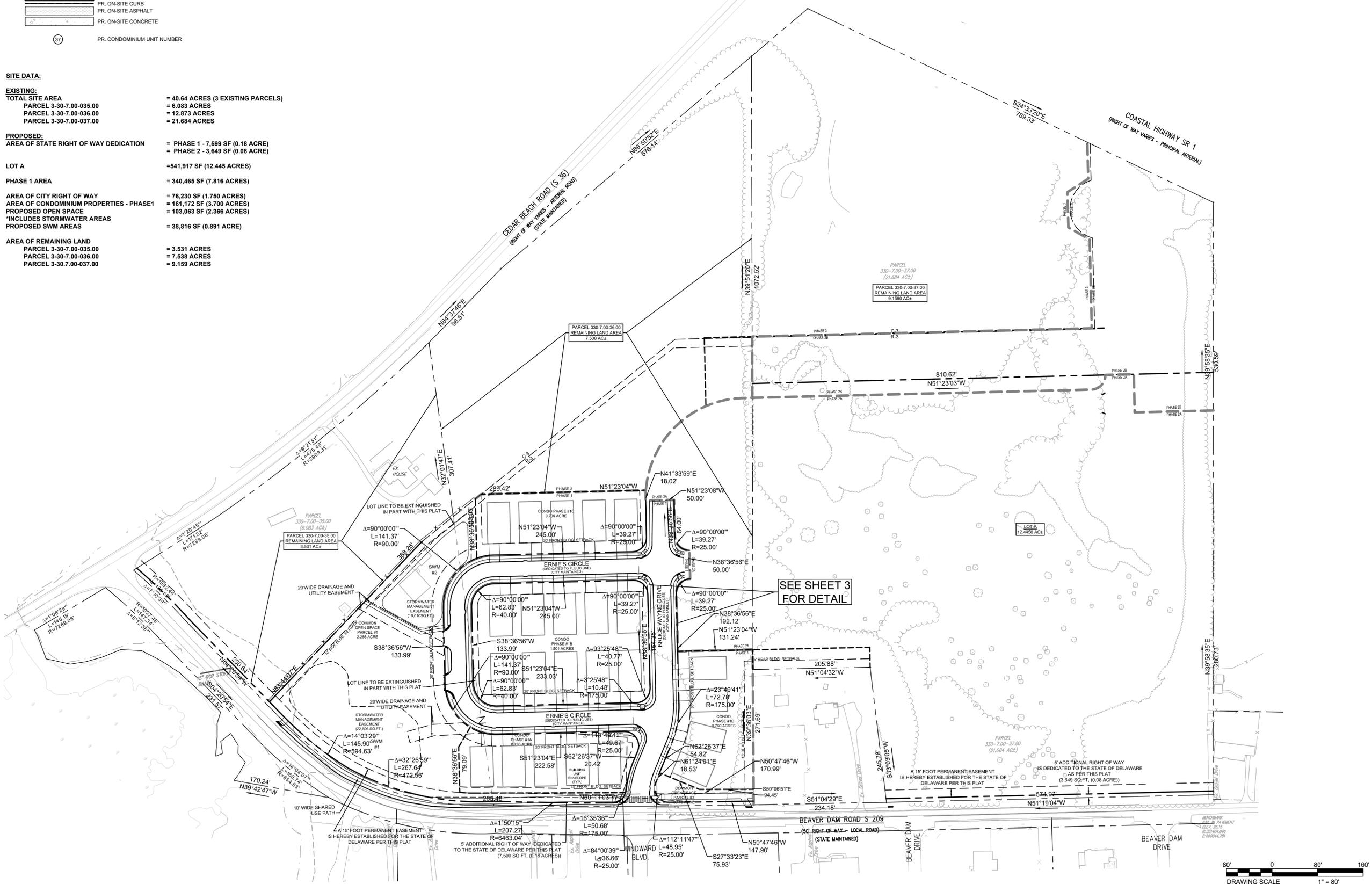
LEGEND:

	RIGHT-OF-WAY LINE
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	LIMITED COMMON ELEMENT / PHASE LINE
	BENCHMARK
	CONCRETE MONUMENT FOUND
	CAPPED REBAR FOUND
	IRON PIPE FOUND
	BUILDING SETBACK LINE
	PAVEMENT SETBACK LINE
	EASEMENT LINE
	WETLANDS (NON-JURISDICTIONAL)
	PR RIGHT-OF-WAY LINE
	PR PROPERTY LINE
	PR ADJACENT PROPERTY LINE
	PR BUILDING SETBACK LINE
	PR PAVEMENT SETBACK LINE
	PR EASEMENT LINE
	PR BUILDINGS
	PR ON-SITE CURB
	PR ON-SITE ASPHALT
	PR ON-SITE CONCRETE

37 PR. CONDOMINIUM UNIT NUMBER

SITE DATA:

EXISTING:	
TOTAL SITE AREA	= 40.64 ACRES (3 EXISTING PARCELS)
PARCEL 3-30-7.00-035.00	= 6.083 ACRES
PARCEL 3-30-7.00-036.00	= 12.873 ACRES
PARCEL 3-30-7.00-037.00	= 21.684 ACRES
PROPOSED:	
AREA OF STATE RIGHT OF WAY DEDICATION	= PHASE 1 - 7,599 SF (0.18 ACRE)
	= PHASE 2 - 3,649 SF (0.08 ACRE)
LOT A	= 541,917 SF (12.445 ACRES)
PHASE 1 AREA	= 340,465 SF (7.816 ACRES)
AREA OF CITY RIGHT OF WAY	= 76,230 SF (1.750 ACRES)
AREA OF CONDOMINIUM PROPERTIES - PHASE 1	= 161,172 SF (3.700 ACRES)
PROPOSED OPEN SPACE	= 103,063 SF (2.366 ACRES)
*INCLUDES STORMWATER AREAS	
PROPOSED SWM AREAS	= 38,816 SF (0.891 ACRE)
AREA OF REMAINING LAND	
PARCEL 3-30-7.00-035.00	= 3.531 ACRES
PARCEL 3-30-7.00-036.00	= 7.538 ACRES
PARCEL 3-30-7.00-037.00	= 9.159 ACRES



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Soil, Water & the Environment

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WILMINGTON, DE 19808-1232
TEL: 302.239.6634
FAX: 302.239.8485

OFFICES IN DELAWARE, MARYLAND, PENNSYLVANIA AND NEW JERSEY
WEB: HTTP://DUFFIELDNET.COM
E-MAIL: DUFFIELD@DUFFIELDNET.COM

CHECKED BY:	DESIGNED BY:	DATE:
SG	BRK	01/20/21
FILE NAME:	DRAWN BY:	DATE:
REC: 08/02/20	BRK	04/12/2021

No.	REVISION
1	PER DEL DOT COMMENT
2	PER CITY COMMENT

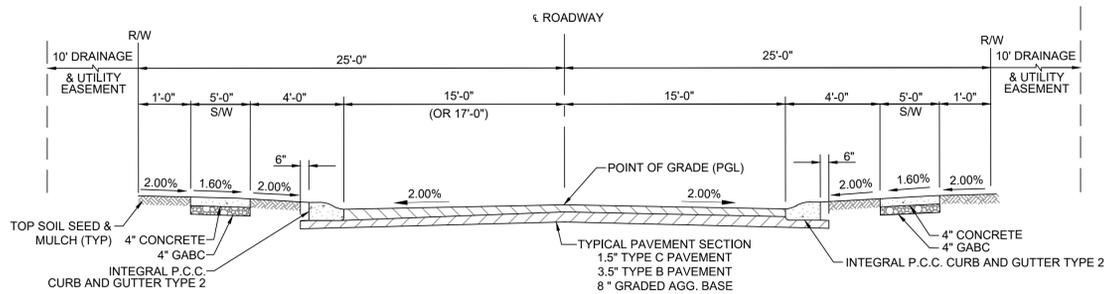
OWNER: MILDORA MARINA ENTERPRISE, LLC
2101 GOVERNMENT ROAD
STEVENSVILLE, MD 21166

DEVELOPER: DELAWARE CONCRETE CO. LLC
244 DROADKILL ROAD
MILTON, DE 19968
PHONE: (302) 684-4844

RECORD PLAT
OVERALL RECORD PLAN
KNIGHT CROSSING
PHASE ONE

CITY OF MILFORD ~ SUSSEX COUNTY ~ DELAWARE

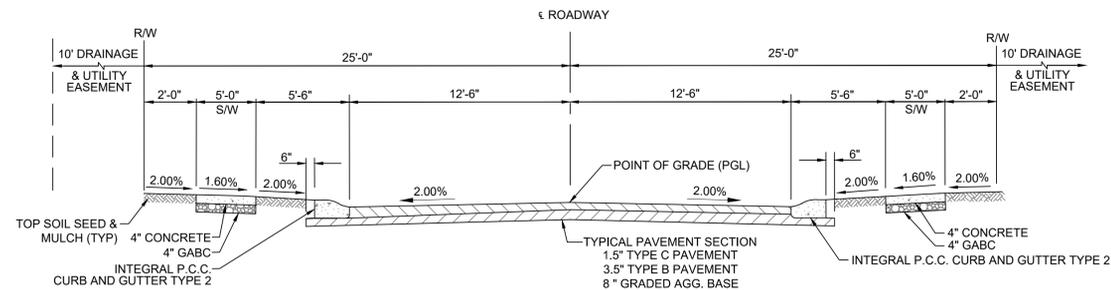
DATE: 7 JANUARY 2021
SCALE: 1" = 80'
PROJECT NO. 11686.CC
SHEET: 2 OF 5



SECTION: TYPICAL 30' AND 32' WIDE CITY OF MILFORD STREETS

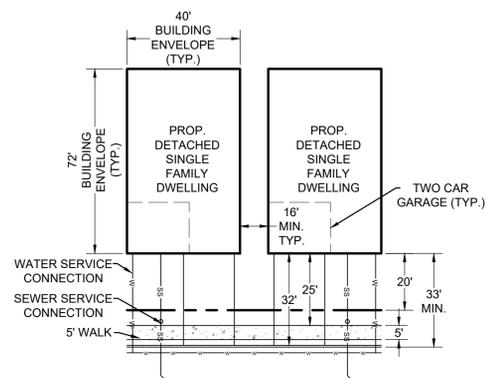
SCALE: N.T.S

1. 6" TOP SOIL SEED AND MULCH
2. SUBGRADE TO BE PREPARED IN ACCORDANCE WITH DIVISION OF HIGHWAYS STANDARD SPECIFICATIONS



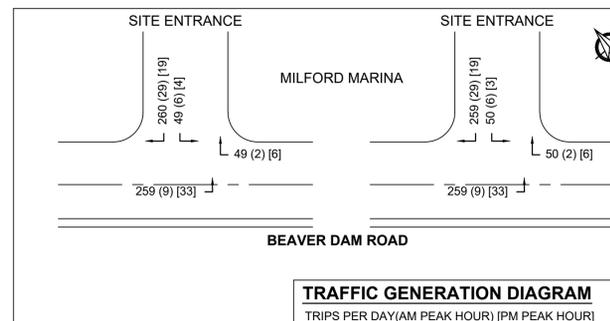
SECTION: TYPICAL 25' WIDE CITY OF MILFORD STREETS

SCALE: N.T.S



TYPICAL DETACHED CONDO HOUSE LAYOUT

SCALE: N.T.S



TRAFFIC GENERATION DIAGRAM
TRIPS PER DAY (AM PEAK HOUR) (PM PEAK HOUR)

DEL DOT RECORD NOTES: (REV. 3/21/2019)

1. ALL ENTRANCES SHALL CONFORM TO THE DELAWARE DEPARTMENT OF TRANSPORTATION'S (DELDOT'S) CURRENT DEVELOPMENT COORDINATION MANUAL AND SHALL BE SUBJECT TO ITS APPROVAL.
2. NO LANDSCAPING SHALL BE ALLOWED WITHIN THE RIGHT-OF-WAY UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT COORDINATION MANUAL.
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 OWNERS 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 PROJECTS 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 DEVELOPMENT COORDINATION MANUAL.
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 ACCEPTANCE OF THE STREETS. DELDOT ASSUMES NO MAINTENANCE RESPONSIBILITIES WITHIN THE DEDICATED STREET RIGHT-OF-WAY.
6. THE SIDEWALK 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 FOR THE SIDEWALK.
7. A. ALL LOTS SHALL HAVE ACCESS FROM THE INTERNAL SUBDIVISION STREET.
B. DRIVEWAYS WILL NOT BE PERMITTED TO BE PLACED AT CATCH BASIN LOCATIONS.
C. LOTS WILL BE PERMITTED TO HAVE ACCESS POINTS THAT COMPLY WITH THE DEVELOPMENT COORDINATION MANUAL (DCM) SPACING REQUIREMENTS OF CHAPTER 1 AND LIMITATIONS ON NUMBER OF ACCESS POINTS ESTABLISHED IN DCM CHAPTER 7, HORSESHOE DRIVEWAYS AND SECONDARY ENTRANCES REQUIRE ADDITIONAL DELDOT REVIEW AND SEPARATE PERMITTING, RESTRICTIONS AS DESCRIBED IN THE DCM CHAPTER 7 MAY PROHIBIT SOME SECONDARY ENTRANCE REQUESTS FROM BEING GRANTED.
8. 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.
9. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MONUMENTS IN ACCORDANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.
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.
11. A PERPETUAL CROSS ACCESS INGRESS/EGRESS EASEMENT IS HEREBY ESTABLISHED AS SHOWN ON THIS PLAN

DUFFIELD ASSOCIATES
Soil, Water & the Environment
5400 LIMESTONE ROAD
WILMINGTON, DE 19808-1232
TEL: 302.239.6634
FAX: 302.239.8485
OFFICES IN DELAWARE, MARYLAND, PENNSYLVANIA AND NEW JERSEY
WEB: HTTP://DUFFIELD.COM
E-MAIL: DUFFIELD@DUFFIELD.COM

CHECKED BY: S/G
DESIGNED BY: BRK
DRAWN BY: BRK
DATE: 01/20/21
FILE NAME: REC-188(C)R1
STEPHEN J. GORSKI, P.E.
STATE OF DELAWARE
P.E. # 12625

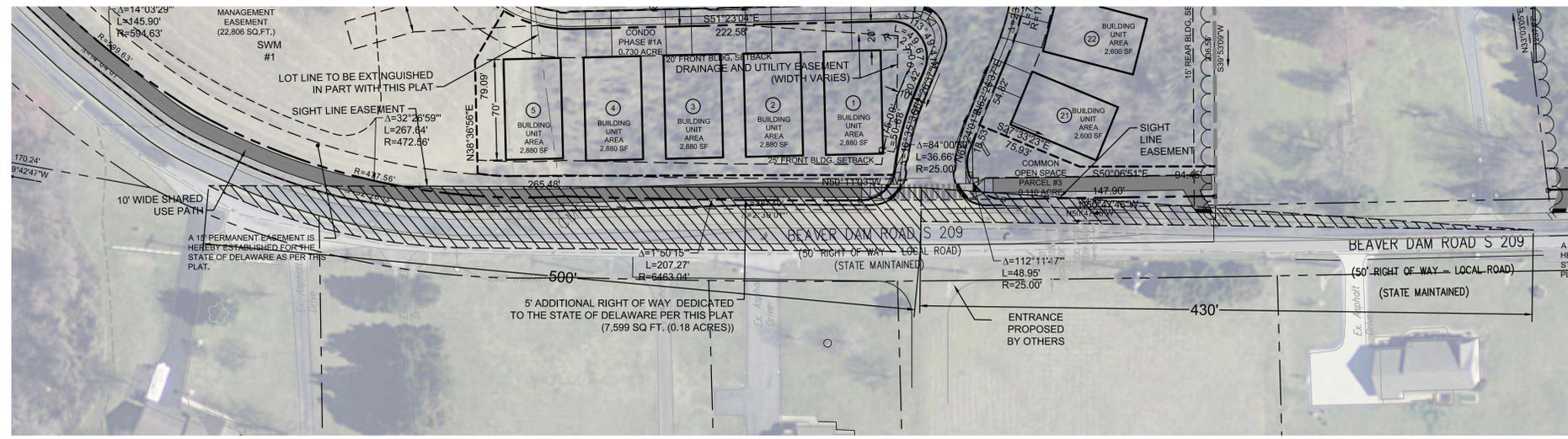
NO.	REVISION	DATE	DESCRIPTION
1	PER DEL DOT COMMENT		
2	PER CITY COMMENT		

OWNER: MILFORD MARINA ENTERPRISE, LLC
2101 GOVERNMENT ROAD
STEVENSVILLE, MD 21166
DEVELOPER: BEAVER DAM DEVELOPMENT CO., LLC
244 DORADSKILL ROAD
MILFORD, DE 19968
PHONE: (302) 684-4844

RECORD PLAT
MAJOR SUBDIVISION
KNIGHT CROSSING
PHASE ONE
CITY OF MILFORD ~ SUSSEX COUNTY ~ DELAWARE

DATE: 7 JANUARY 2021
SCALE: AS NOTED
PROJECT NO. 11686.CC
SHEET: 4 OF 5

- LEGEND:**
- RIGHT-OF-WAY LINE
 - PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - LIMITED COMMON ELEMENT / PHASE LINE
 - BENCHMARK
 - CONCRETE MONUMENT FOUND
 - CAPPED REBAR FOUND
 - IRON PIPE FOUND
 - BUILDING SETBACK LINE
 - PAVEMENT SETBACK LINE
 - EASEMENT LINE
 - WETLANDS (NON-JURISDICTIONAL)
 - PR RIGHT-OF-WAY LINE
 - PR PROPERTY LINE
 - PR ADJACENT PROPERTY LINE
 - PR BUILDING SETBACK LINE
 - PR EASEMENT LINE
 - PR BUILDINGS
 - PR ON-SITE CURB
 - PR ON-SITE ASPHALT
 - PR ON-SITE CONCRETE
 - PR CONDOMINIUM UNIT NUMBER



SIGHT DISTANCE EXHIBIT - BRUCE WAYNE DRIVE

1"=50'



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TEL: 302.239.6634
FAX: 302.239.8485
OFFICES IN DELAWARE, MARYLAND, PENNSYLVANIA AND NEW JERSEY
WEB: HTTP://DUFFIELD.COM
E-MAIL: DUFFIELD@DUFFIELD.COM

CHECKED BY: SIG
DESIGNED BY: BRK
DRAWN BY: BRK
FILE NAME: REC_18810201
STEPHEN J. GORSKI, P.E.
STATE OF DELAWARE
P.E. # 12625

NO.	REVISION
1	PER DELDOT COMMENT
2	PER CITY COMMENT

OWNER: MILFORD MARINA ENTERPRISE, LLC
2101 GOVERNMENT ROAD
STEVENSVILLE, MD 21166
DEVELOPER: BRUCE WAYNE DRIVE CO, LLC
244 HERRICK ROAD
MILFORD, DE 19968
PHONE: (302) 684-4844

RECORD PLAT
OVERALL RECORD SITE PLAN
KNIGHT CROSSING
PHASE ONE
CITY OF MILFORD ~ SUSSEX COUNTY ~ DELAWARE

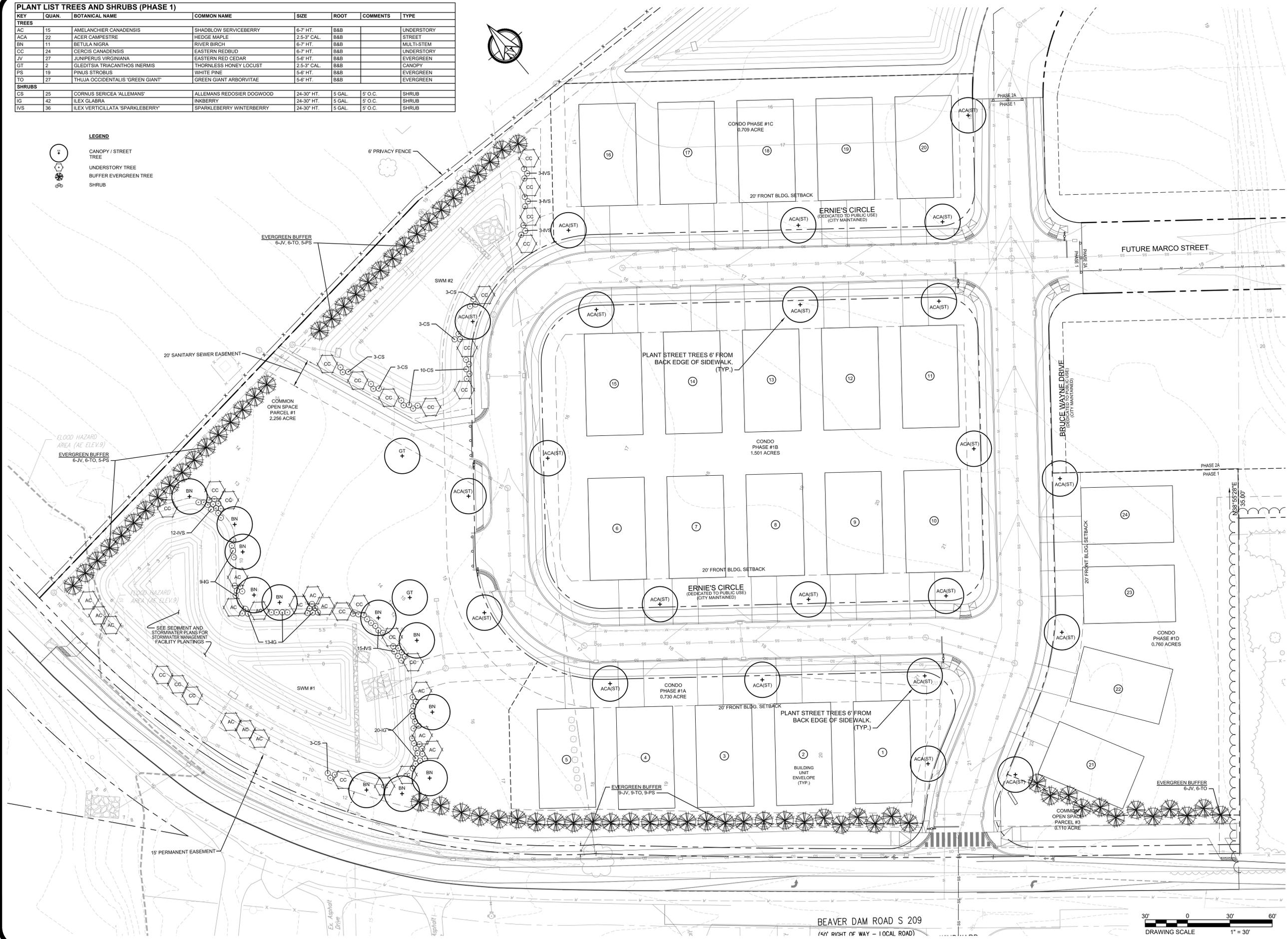
DATE: 7 JANUARY 2021
SCALE: 1" = 60'
PROJECT NO. 11686.CC
SHEET: 5 OF 5

PLANT LIST TREES AND SHRUBS (PHASE 1)

KEY	QUAN.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	COMMENTS	TYPE
AC	15	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	6-7' HT.	B&B		UNDERSTORY
ACA	22	ACER CAMPESTRE	HEDGE MAPLE	2.5-3" CAL.	B&B		STREET
BN	11	BETULA NIGRA	RIVER BIRCH	6-7' HT.	B&B		MULTI-STEM
CC	24	CERCIS CANADENSIS	EASTERN REDBUD	6-7' HT.	B&B		UNDERSTORY
JV	27	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	5-6' HT.	B&B		EVERGREEN
GT	2	GLEDTISIA TRIACANTHOS INERMIS	THORNLESS HONEY LOCUST	2.5-3" CAL.	B&B		CANOPY
PS	19	PINUS STROBUS	WHITE PINE	5-6' HT.	B&B		EVERGREEN
TO	27	THUJA OCCIDENTALIS 'GREEN GIANT'	GREEN GIANT ARBORVITAE	5-6' HT.	B&B		EVERGREEN
SHRUBS							
CS	25	CORNUS SERICEA 'ALLEMANS'	ALLEMANS REDOSIER DOGWOOD	24-30" HT.	5 GAL.	5' O.C.	SHRUB
IG	42	ILEX GLABRA	INKBERRY	24-30" HT.	5 GAL.	5' O.C.	SHRUB
IVS	36	ILEX VERTICILLATA 'SPARKLEBERRY'	SPARKLEBERRY WINTERBERRY	24-30" HT.	5 GAL.	5' O.C.	SHRUB

LEGEND

-  CANOPY / STREET TREE
-  UNDERSTORY TREE
-  BUFFER EVERGREEN TREE
-  SHRUB



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OFFICES IN DELAWARE, MARYLAND, PENNSYLVANIA AND NEW JERSEY
WEB: HTTP://DUFFIELDNET.COM
E-MAIL: DUFFIELD@DUFFIELDNET.COM

CHECKED BY:	JGF
DESIGNED BY:	JIL
DRAWN BY:	JIL
FILE NAME:	LAND 1168CC-P101
DESIGNED BY:	JOHN G. FELLOWS, RLA
STATE:	DELAWARE
RLA #:	194

REVISION	No.	DESCRIPTION
	1	PER CITY COMMENTS - JULY 2019

**PRELIMINARY
NOT FOR
CONSTRUCTION**

OWNER: MILECRUISE MARINA ENTERPRISE, LLC
2101 GOVERNMENT
STEVENSVILLE, MD 21166

DEVELOPER: BEAVER DAM CROSSING CO. LLC
244 D. ROAD
MILFORD, DE 19968
PHONE: (302) 684-4844

**LANDSCAPE PLAN
MAJOR SUBDIVISION
KNIGHT CROSSING
PHASE ONE**

CITY OF MILFORD ~ SUSSEX COUNTY ~ DELAWARE

DATE: 11 MARCH 2021
SCALE: 1" = 30'
PROJECT NO. 1168CC
SHEET: 1 OF 2



LANDSCAPE NOTES

1. TREE PITS, PLANT BEDS, AND GROUND COVER AREAS SHALL HAVE A CUT EDGE WITH RED 3/4" SHALE (2" DEPTH) FOR ALL TREE PITS AND SHRUB BEDS.
2. THIS DRAWING TO BE USED FOR LANDSCAPE DEVELOPMENT PURPOSES ONLY.
3. ALL TREE STAKING, GUYING, AND WRAPPING SHALL BE REMOVED AFTER ONE YEAR.
4. ALL SHRUB, FLOWER, AND GROUND COVER BEDS SHALL BE PITCHED OR CROWNED TO ASSURE A MINIMUM SURFACE PITCH OF 3% FOR POSITIVE SURFACE DRAINAGE.
5. ALL PROPOSED LANDSCAPE PLANT MATERIAL TO BE GUARANTEED FOR A PERIOD OF THREE YEARS FROM THE DATE OF ACCEPTANCE, AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM NEGLIGENCE BY OWNER, ABUSE OR DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS WHICH ARE BEYOND LANDSCAPE INSTALLER CONTROL. CONTRACTOR, IF NOT MAINTAINING THE PROPERTY DURING THE GUARANTEE PERIOD, SHALL BE RESPONSIBLE FOR MAKING MONTHLY INSPECTIONS AND ISSUING WRITTEN REPORTS DETAILING ANY MAINTENANCE PRACTICES HE OBSERVES WHICH WOULD IN ANYWAY NEGATE HIS GUARANTEE OBLIGATION.
6. ALL AREAS BEYOND THE LIMIT OF LAWN/GROUND COVER THAT ARE DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITION AND/OR TO COMPLY WITH STANDARDS INDICATED ON THE SOIL EROSION AND SEDIMENT CONTROL PLAN.
7. ALL TREES ADJACENT TO CURBS (OR EDGE OF PAVEMENT) SHALL BE PLACED 5'-0" AWAY FROM THE CURB FACE MEASURED TO THE CENTERLINE OF THE TREE TRUNK. IF PLACED IN THE MEDIAN ISLAND, THEY SHALL BE CENTERED IN THE SPACE BETWEEN THE CURBS OR AS NOTED ON THE LANDSCAPE PLAN. ALL TREES PLANTED ADJACENT TO PEDESTRIAN WALKWAYS SHALL BE BRANCHED AT 7' INITIALLY.
8. NO PLANT MATERIAL ABOVE 24" WILL BE INSTALLED WITHIN ANY APPROVED SIGHT TRIANGLE.
9. PLANT BACKFILL MIX SHALL CONTAIN THE FOLLOWING:
1 PART AMENDED TOPSOIL (SCREENED) WITH FERTILIZATION AS REQUIRED BELOW:

AMENDED TOPSOIL: SHALL BE WITHOUT ADMIXTURE OF SUBSOIL OF SLAG AND SHALL BE FREE OF STONES, LUMPS, PLANTS OR THEIR ROOTS, STICKS AND EXTRANEOUS MATTER, AND SHALL NOT BE MOVED, PLACED OR USED WHILE IN FROZEN OR MUDDY CONDITION. TOPSOIL SHALL HAVE AN ACIDITY RANGE OF pH 5.0 TO 7.0 AND SHALL CONTAIN NOT LESS THAN 5% ORGANIC MATTER AS DETERMINED BY THE "WALKLEY-BLACK METHOD" (COLORIMETRIC VERSION). SUFFICIENT LIMESTONE SHALL BE ADDED TO TOPSOIL USED TO BRING SOIL TO RANGE OF pH 6.0 TO pH 6.5. THERE SHALL BE A MINIMUM OF 12" OF TOPSOIL (AFTER SETTLEMENT) IN ALL PLANT BEDS, OR GROUND COVER AREAS AND 3" IN ALL FINE LAWN, SEEDED AREAS OR AS CALLED FOR. AREAS WHERE PAVING HAS BEEN REMOVED TO PROVIDE LAWN OR PLANTING BED AREA SHALL BE ROTOTILLED TO A DEPTH OF AT LEAST 12 INCHES PRIOR TO PLACING TOPSOIL.

FERTILIZATION: 1. FOR TREES, SHRUBS AND ALL GROUND COVER (HERBACEOUS AND CONIFEROUS); "TERRA-SORB" AG AT THE RATE OF 32 OZ PER CUBIC YARD OF SOIL MIX.
2. FOR TREES AND SHRUBS (EXCLUDING CONIFEROUS GROUND COVER); PHC HEALTHY START 3-4-3 ORGANIC FERTILIZER/SOIL CONDITIONER, SHALL BE APPLIED AT 1/2 LB. PER TRUNK DIAMETER (CAL. INCH) FOR TREES. FOR SHRUBS USE THE FOLLOWING TABLE:

PLANT SIZE	RATE CUPS	LBS.	#PLANT BAG
1 GALLON	1/2	1/4	100
5 GALLON	1	1/2	50
15 GALLON	2	1	25
24" BALL/BOX	3	1 1/2	16
36" BALL/BOX	5	2 1/2	10
42" BALL/BOX	6	3	8
54" BALL/BOX	8	4	6
72" BALL/BOX	10	5	5

FOR HERBACEOUS AND CONIFEROUS GROUND COVER: DRY ROOTS 2 SHALL BE APPLIED AT THE FOLLOWING RATES:

CONIFEROUS GROUND COVER:	RATE CUPS	LBS.	#PLANT BAG
15-18" B&B	1 1/2	3/4	37

HERBACEOUS GROUND COVER: 20LBS./1000 SQUARE FEET.

FOR LAWN AND SEEDED AREAS: 10-6-4 50% ORGANIC FERTILIZER AT THE RATE OF 20LBS. PER 1,000 SQUARE FEET (OR AS REQUIRED BY TOPSOIL ANALYSIS REPORT).

10. ALL PLANT MATERIAL MUST COMPLY WITH THE RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z60.1 "STANDARD FOR NURSERY STOCK".
11. PLANT QUANTITIES ARE GIVEN FOR COMPARISON PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR CONFIRMING PLANT COUNTS AND SHALL BE RESPONSIBLE FOR PROVIDING ALL PLANT MATERIAL SHOWN ON THE DRAWING. ANY DISCREPANCIES BETWEEN PLANT SCHEDULE QUANTITIES AND PLANS SHALL IMMEDIATELY BE BROUGHT TO THE LANDSCAPE ARCHITECT'S ATTENTION PRIOR TO SUBMISSION OF BID. NO SUBSTITUTIONS OF TYPE OF PLANT MATERIAL OR SIZES OF PLANT MATERIAL WILL BE ACCEPTABLE UNLESS APPROVED BY THE LANDSCAPE ARCHITECT. ANY CHANGES TO AN APPROVED LANDSCAPE PLAN MUST BE AUTHORIZED BY THE LANDSCAPE ARCHITECT.
12. APPLY ANTI-DESICCANT PRIOR TO THE ONSET OF WINTER AND AGAIN IN MID-WINTER, USING POWER SPRAY TO PROVIDE AN ADEQUATE FILM OVER TRUNKS, BRANCHES, STEMS, TWIGS, AND FOLIAGE. IF DECIDUOUS TREES OR SHRUBS ARE MOVED IN FULL-LEAF, SPRAY WITH ANTI-DESICCANT AT NURSERY BEFORE MOVING AND AGAIN TWO WEEKS AFTER INSTALLATION.
13. ALL PLANTED TREES, SHRUBS, GROUND COVERS AND ANNUAL FLOWERS, SHALL BE MAINTAINED UNTIL FINAL ACCEPTANCE OF THE COMPLETED CONTRACT, OR WHEN INSTALLATION IS ACCEPTED AND MAINTENANCE IS TRANSFERRED TO OWNER. MAINTENANCE SHALL INCLUDE WATERING, CULTIVATING, CONTROL OF INSECTS, FUNGUS, AND OTHER HORTICULTURAL OPERATIONS NECESSARY FOR THE PROPER GROWTH OF ALL PLANT MATERIAL.
14. PLANT LOCATIONS SHOWN ON THE PLAN ARE APPROXIMATE AND SUBJECT TO FIELD AND UTILITY LOCATIONS.
15. PERMANENT SEEDING MIX PER DNREC STANDARD DETAIL DE-ESC 3.4.3. REFER TO SEDIMENT AND STORMWATER PLANS, SHEET 6 OF 9. ALL PVIOUS AREAS THAT DO NOT RECEIVE SHREDDED HARDWOOD MULCH SHALL BE SEEDED ACCORDING TO THE TABLE BELOW.

PERMANENT SEEDING AND SEEDING DATES (cont.)											
Mx No.	Certified Seed ³	Seeding Rate ¹	Optimum Seeding Dates ²							Remarks	
			Coastal Plain	Piedmont	All ⁴	Remarks					
14	Croeping Red Fescue Rough Bluegrass or Chewings Fescue	50 90	1.15 2.1	4/29	5/14	6/8	7/23	8/7	8/21	9/5	Shade tolerant, moisture tolerant.

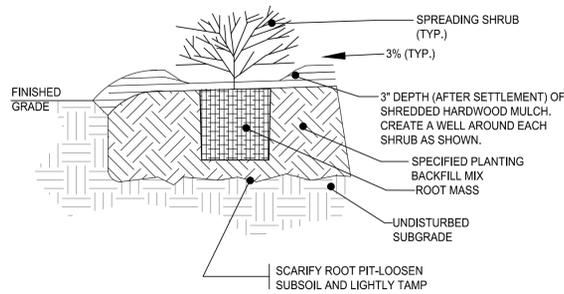
1. When hydroseeding is the chosen method of application, the total rate of seed should be increased by 25%.
2. Winter seeding requires 3 tons per acre of straw mulch. Planting dates listed above are average for Delaware. These dates may require adjustment to reflect local conditions.
3. All seed shall meet the minimum purity and maximum germination percentages recommended by the Delaware Department of Agriculture. The maximum % of weed seeds shall be in accordance with Section 1, Chapter 24, Title 3 of the Delaware Code.
4. Cool season species may be planted throughout summer if soil moisture is adequate or seeded area can be irrigated.
5. All leguminous seed must be inoculated.
6. Warm season grass mix and Reed Canary Grass cannot be mowed more than 4 times per year.
7. Warm season grasses require a soil temperature of at least 50 degrees in order to germinate, and will remain dormant until then.

TREE PROTECTION NOTES

1. LIMIT OF WORK LINE TO BE DELINEATED BY SNOW FENCING OR APPROVED EQUAL. ALL TREES IDENTIFIED AS BEING PRESERVED FOR CREDIT SHALL BE FENCED ALONG OR BEYOND THEIR DRIP LINE. SEE TREE PROTECTION DETAIL ON THIS SHEET.
2. PROTECTIVE FENCING TO BE SNOW FENCING OR EQUIVALENT TO PROTECT VEGETATION FROM HEAVY MACHINERY OR CONSTRUCTION OPERATIONS.
3. PROTECTIVE FENCING TO BE ERRECTED BEFORE EXCAVATION AND REMOVED UPON COMPLETION OF GRADING.

CONTRACTOR NOTES

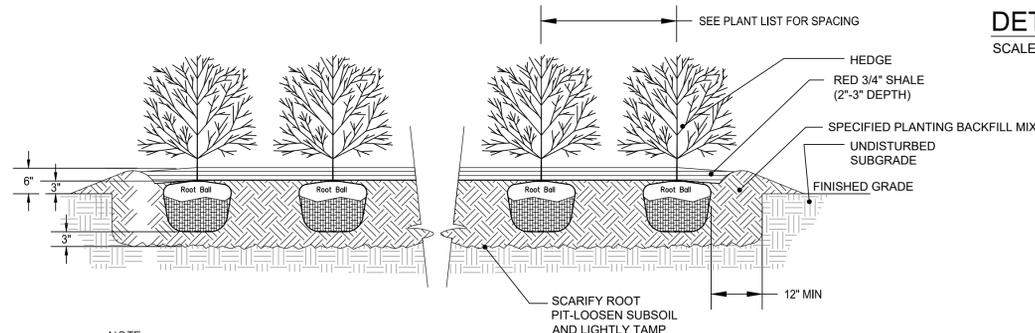
1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES REGARDING LANDSCAPING.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH A HEALTHY STAND OF GRASS ON ALL SEEDED AREAS.
3. GENERAL CONTRACTOR IS TO CLEAN ENTIRE SITE OF ALL CONSTRUCTION DEBRIS AND RAKE ENTIRE SITE.
4. ALL TREES TO BE PLANTED A MINIMUM OF 5' FROM THE EDGE OF ALL SIDEWALKS.



1. CROWN OF ROOT MASS TO BE SLIGHTLY ABOVE EXISTING GRADE. IF DRAINAGE IS QUESTIONABLE NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY FOR DECISION.
2. FOR BARE ROOT SHRUBS: THIN BRANCHES AND FOLIAGE (NOT ALL END TIPS) BY 1/3 RETAINING NORMAL PLANT SHAPE. (BARE ROOT PLANTS ONLY).
3. FOR CONTAINER SHRUBS: REMOVE POT. CHECK ROOT SYSTEM. IF THERE ARE ANY SIGNS OF BEING ROOT BOUND, SLASH ROOT MASS (WITH A SHARP KNIFE) VERTICALLY IN 4 EQUIDISTANT LOCATIONS.
4. FOR BALLED AND BURLAPPED SHRUBS: REMOVE COLLAR ROPES AND TOP 1/3 OF BURLAP. 5. CROWN OR SLOPE ALL SHRUB BEDS TO ASSURE A MIN. PITCH OF 3%.

SHRUB PLANTING DETAIL

SCALE: NOT TO SCALE



NOTE:

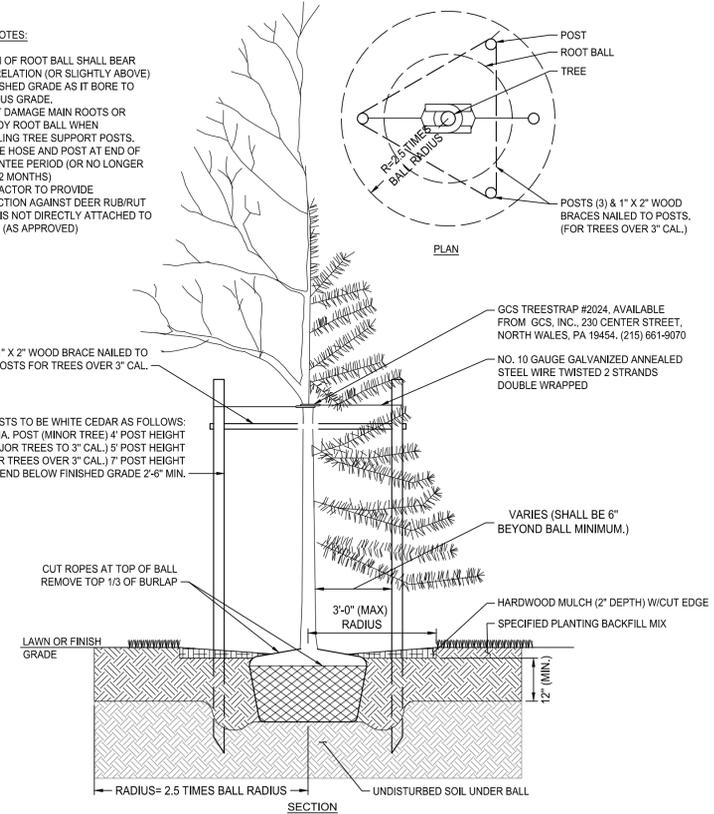
1. CROWN OF ROOT BALL TO BE APPROXIMATELY 3" ABOVE EXISTING GRADE.
2. REMOVE COLLAR ROPES AND BURLAP FROM TOP 1/3 OF ROOT BALL.
3. HEDGE PLANTING TRENCH SHALL BE CONTINUOUS FOR ENTIRE LENGTH OF HEDGE.

DETAIL: HEDGE PLANTING

SCALE: NOT TO SCALE

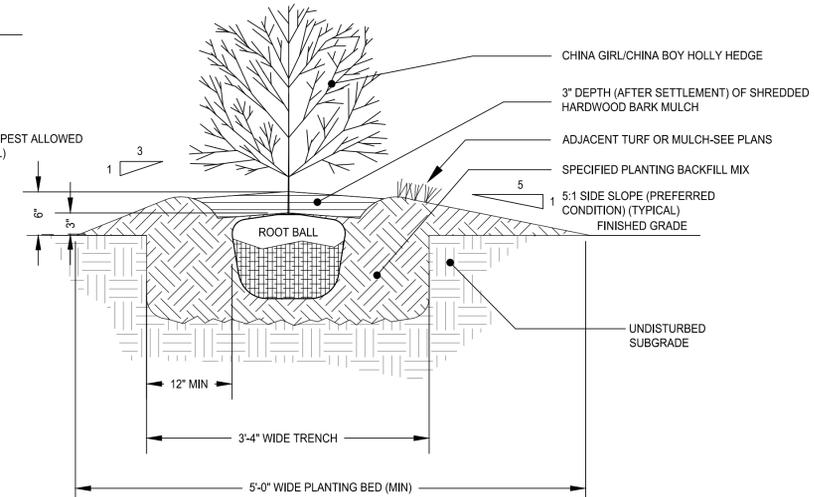
PLANTING NOTES:

1. CROWN OF ROOT BALL SHALL BEAR SAME RELATION (OR SLIGHTLY ABOVE) TO FINISHED GRADE AS IT BORE TO PREVIOUS GRADE.
2. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE SUPPORT POSTS.
3. REMOVE HOSE AND POST AT END OF GUARANTEE PERIOD (OR NO LONGER THAN 12 MONTHS).
4. CONTRACTOR TO PROVIDE PROTECTION AGAINST DEER RUBIRUT WHICH IS NOT DIRECTLY ATTACHED TO TRUNK. (AS APPROVED)



DETAIL: TREE PLANTING

SCALE: NOT TO SCALE



DETAIL: HEDGE PLANTING CROSS SECTION

SCALE: NOT TO SCALE

DUFFIELD ASSOCIATES
Soil, Water & the Environment
5400 LIMESTONE ROAD
WILMINGTON, DE 19808-1232
TEL: 302.239.6634
FAX: 302.239.8485
OFFICES IN DELAWARE, MARYLAND, PENNSYLVANIA AND NEW JERSEY
WEB: HTTP://DUFFIELD.COM
E-MAIL: DUFFIELD@DUFFIELD.COM

CHECKED BY: JGF
DESIGNED BY: JIL
DRAWN BY: JIL
FILE NAME: LAND 11686CC-P101
JOHN G. FELLOWS, RLA
STATE: DELAWARE
RLA #: 194

REVISION

**PRELIMINARY
NOT FOR
CONSTRUCTION**

OWNER: MILEORA MARINA ENTERPRISE, LLC
2181 GLOVER POINT
STEVENSVILLE, MD 21166
DEVELOPER: MILEORA DEVELOPMENT CO, LLC
24412 HERRICK RD
MILFORD, DE 19968
PHONE: (302) 684-4844

**LANDSCAPE PLAN
MAJOR SUBDIVISION
KNIGHT CROSSING
PHASE ONE**

CITY OF MILFORD ~ SUSSEX COUNTY ~ DELAWARE

DATE: 11 MARCH 2021
SCALE:
PROJECT NO. 11686.CC
SHEET: 2 OF 2

March 5, 2020

Don Lockwood
Limitless Development Company, LLC
26412 Broadkill Road
Milton, DE 19968

RE: Application Number: 19-021
Application Name: Knight Crossing
Application Type: Planned Unit Development & Preliminary Major Subdivision
Tax Parcel Number(s): 3-30-7.00-035.00, 036.00 & 037.00 (portions)

Mr. Lockwood,

According to our records, the City Council granted approval of the Planned Unit Development and Preliminary Major Subdivision known as Knight Crossing on February 24, 2020. City Council approved the following deviations and waivers from Chapter 200 Subdivision of Land and Chapter 230 Zoning associated with the application;

- Chapter 200-8(A)(14) – Reduction in the right of way requirement for the townhouse area from 60' to 50'.
- Chapter 200-8(A)(16) – Allow the construction of a “T” turnaround at the end of Knight Court instead of the required cul-de-sac.
- Chapter 200-8(A)(16) – Allow the construction of Knight Court as a dead-end street that is longer than the maximum length allowed of 400 feet as shown on the preliminary subdivision plans.
- Chapter 200-8(D)(3) – Allow a reduction in the block width from 275 feet to 250 feet.
- Chapter 200-8(E)(4) – Allow the use of one front yard setback for a corner lot and half setback for the other front yard area.
- 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 200-8(e)(6) – Allow a 25 foot setback for Lots 1-6 between the building envelope and the proposed planted buffer along Beaver Dam Road.

The City Council did not approve a waiver from Chapter 230-11(B)(1)(a)(6) and will require the developer provide the minimum side yard setback of 8 feet (or a side building separation of 16 feet) for the single-family detached dwellings.

In addition, the developer will be required to enter into a cost sharing agreement with the Windward on the River developer for the construction of the regional sanitary sewer pumping station and associated force main.

Per the Code of the City of Milford, Chapter 200-4, Subdivision of Land, A (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.*” Final Major Subdivision Approval or an extension must be obtained prior to February 24, 2021 in order to avoid expiration of the preliminary approval.

Please contact me at 302-424-8396 or via email at rpierce@milford-de.gov should you have any questions and to coordinate final construction plan and final major subdivision review for the development.

Sincerely,

William R. Pierce II

Rob Pierce, AICP
Planning & Economic Development Director

cc: *James Puddicombe, P.E. – City Engineer*
Steve Gorski, P.E. - Duffield Associates
Milford Marina Enterprise, LLC - Owner

**KNIGHT CROSSING
RESIDENTIAL PLANNED UNIT DEVELOPMENT**

**DEVELOPMENT AGREEMENT
CITY OF MILFORD, DELAWARE**

This Agreement, hereinafter the **AGREEMENT**, dated this _____ day of _____, 2021, by and between the equitable property owner **MILFORD MARINA, LLC**, a Delaware Limited Liability 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 to construct a 117-unit condominium community consisting of a mixture of detached and townhouse product known as Knight Crossing, located on Sussex County Tax Parcel Number(s) 3-30-7.00-035.00, 036.00 & 037.00 located along the east side of Beaver Dam Road, hereinafter the “**PROJECT**”,

WHEREAS, the **OWNER**, intends to develop the parcel in accordance with the project plans previously reviewed and approved 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 and parking areas;

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 maintenance 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 site or portion of the site 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.C 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.D The OWNER shall provide administration of the construction contract documents.

2.1.E 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.

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 as shown in the approved construction drawings and as approved by the City Engineer.

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.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: 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 development is subject to the fees in effect at the time of building permit issuance in accordance with the fee schedule adopted by the City, which may include 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; and,

3.2 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.

ARTICLE FOUR

BUILDING PERMITS / CERTIFICATES OF OCCUPANCY

4.1 A building permit shall be issued for a building within 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 units 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 and electric utilities must be complete, tested and accepted and the CITY must have BENEFICIAL OCCUPANCY of the water, sewer and electric utilities within the applicable phase of the Project 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 Article III 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 FINAL 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 prior to receiving a Notice to Proceed. The Developer may request assistance from the City for acquiring easements for the off-site water main extension or proposed sanitary force main.
- 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 pay for all costs associated with the design and construction of the water improvements as shown on the approved PROJECT PLANS and in accordance with all Federal, State and City standards, specifications and requirements.
- 5.24 The OWNER shall pay for all costs associated with the design and construction of the sanitary sewer 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 The OWNER shall be responsible for contributing to the design and construction the regional sanitary sewer pumping station, force main and off-site gravity sewer as approved by the CITY. This system shall be designed to accommodate anticipated sewer flows from the following projects;
- Windward on the River – Residential – 264 Equivalent Dwelling Units (EDUs)
Windward on the River – Commercial – 50 EDUs
Knight Crossing – 131 EDUs
- The OWNER shall enter into a private cost-sharing agreement with the Windward on the River developer Windward Communities LLC.
- 5.24.2 The pump station, force main and off-site gravity sewer must be designed, permitted and approved by the CITY prior to the issuance of any Notice to Proceed for on-site construction.

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 upon request of OWNER or its designated agent, 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, or bond reductions, 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.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 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 maintenance 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 warranty period, a FINAL ACCEPTANCE inspection shall 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, at current cost plus 10% handling, to be paid by OWNER. Payment shall be due before or at the Pre-Construction meeting date. No material will be ordered or released before payment is received. Any changes to the PROJECT PLANS 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 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.
- 8.9 Any changes to the project which result in the redesign of the electrical system supply equipment shall also be paid for by the OWNER.

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/Record Plan Approval.

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:

MILFORD MARINA, LLC

Attest

_____(SEAL)
By: Don Lockwood, Managing Member

Sworn to and subscribed before me this ____ day of _____, 2021.

Notary Public

Date Commission Expires

CITY OF MILFORD

Attest/City Clerk

_____(SEAL)
By: Mayor Arthur J. Campbell

Sworn to and subscribed before me this ____ day of _____, 2021.

Notary Public

Date Commission Expires

Tax Parcel Nos. 330-11.00-42.00
330-11.00-42.01, 330-11.00-264.00,
330-11.00-43.00, 330-7.00-33.00,
330-7.00-35.00, 330-7.00-36.00,
330-7.00-37.00

Prepared By and Return To:
Gordon, Fournaris & Mammarella, P.A.
1925 Lovering Avenue
Wilmington, DE 19806
File No. 19-726

COST-SHARING AGREEMENT – SEWER

THIS COST-SHARING AGREEMENT (this “Agreement”), dated as of the __ day of _____, 2021, is entered into by and between Milford Marina Enterprises, LLC, a Delaware limited liability company (“Milford Marina”), and Donald Lockwood (together with Milford Marina, “Lockwood”), and Windward Milford, LLC, a Delaware limited liability company (“Windward Milford”), and Windward on the River, LP, a Delaware limited partnership (“Windward River”, and together with Windward Milford, “Windward”).

WITNESSETH:

WHEREAS, Windward intends to develop certain real property located in Sussex County, Delaware having Tax Parcel Nos. 330-11.00-42.00, 330-11.00-42.01, 330-11.00-264.00, 330-11.00-43.00 and 330-7.00-33.00 (the “Windward Property”), which Windward intends to develop for commercial and/or residential purposes (the “Windward Project”); and,

WHEREAS, Lockwood intends to develop certain real property located in Sussex County, Delaware having Tax Parcel Nos. 330-7.00-35.00, 330-7.00-36.00 and 330-7.00-37.00 (the “Lockwood Property”) being known as Phase I and Phase 2 of the Milford marina project (the “Milford Marina Project”); and,

WHEREAS, the Lockwood Property and the Windward Property are generally situated across Beaver Damn Road from one another; and,

WHEREAS, the City of Milford and Lockwood have requested that the Milford Marina Project be served for sewer via a pump station to be located on the Windward Property servicing the Windward Project, as more particularly described herein; and,

WHEREAS, Windward engaged Davis Bowen & Friedel, Inc. (“DBF”) to produce a design for the pump station, force main and gravity main that will not only service the Windward Project but also the Milford Marina Project, as provided for herein (the “Design Plan”); and

WHEREAS, the parties hereto enter into this Agreement to set forth the cost-sharing requirements related to the Design Plan; and,

WHEREAS, Windward engaged a site contractor to construct the sewer facilities in accordance with the Design Plan, and the improvements are substantially complete; and,

WHEREAS, the parties enter into this Agreement to set forth the cost-sharing requirements related to construction of the sewer facilities in accordance with the Design Plan.

NOW, THEREFORE, in contemplation of the foregoing recitals, which are incorporated herein, and in consideration of the mutual agreements, covenants, representations and warranties contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Design Plan**. Windward engaged DBF to prepare, and DBF has prepared, the Design Plan in accordance with City of Milford requirements, generally in accordance with the submitted plan provided by Windward to Lockwood prior to the date hereof. Regarding the Lockwood Property, the Design Plan includes design of the pump station, force main and gravity main up to the man hole to be set on the west side of Beaver Damn Road with a stub as more fully shown on the Design Plan.

2. **Design Plan Costs and Payments**. The parties shall share in the cost of the Design Plan as follows:

(a) Windward shall be responsible for fifty three percent (53%) and Lockwood shall be responsible for forty seven percent (47%) of the costs of the Design Plan, which shall include costs and expenses related to DBF's preparation of the Design Plan, including any governmental review costs and permit and application costs.

(b) As of the date of this Agreement, costs paid by Windward with respect to the Design Plan are approximately \$29,395.00. Windward shall pay any remaining costs and expenses related to the Design Plan to DBF as they are incurred.

(c) Upon final acceptance of the improvements by the City of Milford in connection with Windward's turnover efforts, Windward shall provide Lockwood with written evidence of the costs and expenses paid in connection with the Design Plan (the "Design Plan Invoice Documentation"). Lockwood shall reimburse Windward forty seven percent (47%) of the Design Plan costs paid by Windward as evidenced by the Design Plan Invoice Documentation within thirty (30) days of the date that Lockwood receives the Design Plan Invoice Documentation from Windward. A late fee of 8% per month shall accrue and be due on any amount not paid by Lockwood to Windward as set forth in this section with respect to reimbursement of Design Plan costs commencing on the thirty first (31st) day Lockwood receives the Design Plan Invoice Documentation from Windward.

(d) Lockwood's obligations to reimburse Windward for costs related to the Design Plan expressly survive termination of this Agreement.

3. **Construction Services**. Windward procured construction services required to accomplish construction of the sewer facilities pump station, force main and gravity main in

accordance with the Design Plan (“Construction Services”), and the Construction Services and construction of the facilities are substantially complete.

4. **Construction Costs and Payments.** The parties shall share in the cost of the Construction Services as follows:

(a) Windward shall be responsible for fifty three percent (53%) and Lockwood shall be responsible for forty seven percent (47%) of the costs of the Construction Services, which shall include costs and expenses related to any governmental review, legal costs, including with respect to preparation of this Agreement, bonding/surety/letters of credit as may be required by the City of Milford or otherwise (however, explicitly excluding any compensation to a party of this Agreement), installation costs, electric costs, inspection costs, construction administration costs, costs related to any change orders, costs related to turning over the facilities, as applicable, and permit and application costs (excluding the Excluded Costs (defined below), the “Shared Costs”). The Shared Costs shall not include (i) any markup or management fees or charges by Windward or Lockwood, or an affiliate of either and (ii) costs related to expansion of the scope of the gravity sewer construction related solely to the Milford Marina Project (“Expanded Gravity Sewer Costs”, and together with the management fees set forth in the preceding subsection (i), the “Excluded Costs”).

(b) Lockwood acknowledges that the City of Milford shall have exclusive approval rights with respect to the Construction Services. Windward shall be responsible for monitoring remaining Construction Services and, should Lockwood have questions, suggestions, or comments related to the same, it shall communicate them to Windward and not directly to the site contractor. Windward shall be responsible for procuring any bonding related to the Construction Services. Windward shall pay all costs and expenses related to the Construction Services as they are incurred and invoiced, as applicable. Windward may share any relevant information regarding costs for the Construction Services; provided, however, Windward shall have sole authority to pay said costs. Windward agrees to provide evidence of the payment of Construction Services costs to Lockwood, if requested.

(c) As of the date of this Agreement, Shared Costs paid by Windward with respect to Construction Services are approximately \$682,970, and costs related to the Expanded Gravity Sewer Costs are approximately \$_____.

(d) Upon final acceptance of the improvements by the City of Milford in connection Windward’s turnover efforts, Windward shall provide Lockwood with written evidence of the costs and expenses paid in connection with Construction Services (the “Construction Services Invoice Documentation”).

(i) On or before the thirtieth (30th) day following receipt the Construction Services Invoice Documentation by Lockwood (the “Expanded Gravity Sewer Costs Payment Date”), Lockwood shall pay to Windward an amount equal to the full amount of Expanded Gravity Sewer Costs. A late fee of 8% per month shall accrue and be due on any amount not paid by Lockwood to Windward as set forth in the Construction Services Invoice Documentation related to repayment of the Expanded Gravity Sewer Costs commencing on the day following the Expanded Gravity Sewer Costs Payment Date.

(ii) Upon the earlier of five (5) days following Lockwood's receipt of final approval from the City of Milford with the respect to the Milford Marina Project and the second anniversary of receipt of the Construction Service Invoice Documentation (the "Shared Cost Payment Date"), Lockwood shall pay to Windward an amount equal to forty seven percent (47%) of Shared Costs related to Construction Services. Interest shall accrue at a rate of six percent (6%) per annum on the Shared Costs payable by Lockwood to Windward commencing on the date upon which Lockwood receives the Construction Services Invoice Documentation. A late fee of 8% per month shall accrue and be due on any amount not paid by Lockwood to Windward as set forth in the Construction Services Invoice Documentation related to repayment of the Shared Costs commencing on the first (1st) day following the Shared Cost Payment Date.

5. **Additional Costs.** To the extent there are any additional costs incurred by Windward related to the Design Plan and Construction Services subsequent to the final acceptance of the improvements by the City of Milford, Windward shall provide Lockwood with a statement of such additional Design Plan costs and/or Shared Costs in connection with Construction Services (an "Additional Invoice"). Any Additional Invoice shall be paid in full by Lockwood to Windward within ten (10) days of receipt by Lockwood. A late fee of 8% per month shall accrue and be due on any amount not paid by Lockwood to Windward as set forth in an Additional Invoice commencing on the eleventh (11th) day following Lockwood's receipt of said invoice.

6. **No Liability; Indemnification.** Lockwood shall have no express liability running in favor of any site contractor engaged by Windward with respect to the Construction Services. Windward agrees to indemnify, defend and hold Lockwood harmless against any and all claims, demands, causes of action, loss, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from any claims stemming from the site contractor in connection with Windward's obligations related to engaging the site contractor for Construction Services. Windward may cause the site contractor to name for both Windward and Lockwood as additional insureds with respect to such site contractor's insurance related to Construction Services.

7. **Default.** Lockwood shall be in default of this Agreement to the extent Lockwood fails to timely pay any amounts payable by Lockwood to Windward hereunder. Upon an event of default by Lockwood: (i) Windward shall have all rights and remedies available to Windward at law or in equity, (ii) Lockwood shall remain liable for, and shall pay to Windward in accordance with this Agreement, any Design Costs, Shared Costs and Expanded Gravity Sewer Costs, and interest and late fees associated therewith and (iii) Lockwood and the Milford Marina Project shall have no right whatsoever to tie into the sewer facilities constructed at the direction of Windward as evidenced by the Design Plan and related Construction Services. This Section shall survive termination of this Agreement.

8. **Miscellaneous.**

(a) **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No party may assign, delegate or otherwise transfer any of its rights or obligations under this

Agreement without the consent of the other parties hereto. The repayment obligations of Lockwood are not only personal covenants but also real covenants that shall run with and bind the Milford Marina Property and are appurtenant to the Windward Property.

(b) Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, among the parties with respect to the subject matter of this Agreement. No other representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either party hereto. Neither this Agreement nor any provision hereof is intended to confer upon any person other than the parties hereto any rights or remedies hereunder, and there are no third party beneficiaries of this Agreement, including, but not limited to, any site contractor.

(c) Headings. The headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(d) Amendments, No Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(e) Time of the Essence. Time is of the essence with respect to all provisions of this Agreement.

(f) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. Copies, facsimiles, electronic files and other reproductions of this Agreement will be deemed to be authentic and valid counterparts of this Agreement for all purposes.

(g) Cumulative Remedies. The rights, remedies, powers and privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

(h) Notices. All notices, requests and other communications to any party hereunder shall be in writing signed by or on behalf of the party making the same, and shall be delivered personally or by a national overnight courier service or by registered or certified mail (return receipt requested) (with postage and other fees prepaid) and shall be given:

If to Lockwood: c/o Donald Lockwood

Email:

With a copy to:

Email:

If to Windward: Windward Milford, LLC
Windward on the River, LP
246 Rehoboth Ave.
Rehoboth Beach, DE 19971
Attn: Nick Hammonds
Email: nhammonds@jacklingo.com

With a copy to:

Charles (Chip) P. O'Brien
Gordon, Fournaris & Mammarella, P.A.
1925 Lovering Ave.
Wilmington, DE 19806
Email: cobrien@gfmlaw.com

or to such other representative or at such other address of a party as such party may furnish to the other parties in writing. Any such notice, communication or delivery shall be deemed given or made (a) on the date of delivery, if delivered in person, (b) on the first business day following delivery to a national overnight courier service or (c) on the third business day following it being mailed by registered or certified mail.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to its conflicts of laws rules).

(j) Enforceability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(k) Recording. Either party may record this Agreement at the Office of the Recorder of Deeds in and for Sussex County, Delaware, and the costs associated therewith shall be Shared Costs. Windward and Lockwood agree to execute a Declaration of Termination with respect to this Agreement to be recorded at the Office of the Recorder of Deeds aforesaid upon fulfillment of all obligations hereunder.

[Signature pages follow]



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

NICOLE MAJESKI
SECRETARY

March 04, 2021

Mr. Rob Pierce, Director
City of Milford
201 S Walnut St
Milford, Delaware 19963

**SUBJECT: Letter of No Objection to Recordation
Marina Del Phase 1**
Tax Parcel # 330-7.00-37.00, 330-7.00-36.00, 330-7.00-35.00
SCR008013-COASTAL HIGHWAY
SCR00209-BEAVER DAM ROAD
SCR00036-CEDAR BEACH ROAD
Milford, Cedar Creek Hundred, Sussex County

Dear Mr. Pierce:

The Department of Transportation has reviewed the Site Plan, dated January 7, 2021 (last revised February 25, 2021), 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.



Marina Del Phase 1
Mr. Rob Pierce
Page 2
March 04, 2021

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.

Very truly yours,



Richard McCabe
Sussex County Review Coordinator
Development Coordination

cc: Don Lockwood, Limitless Development Consulting, LLC
Stephen Gorski, Duffield Associates, Inc.
Rob Pierce, City of Milford
William Kirsch, South District Entrance Permit Supervisor
Rusty Warrington, Sussex County Planning & Zoning
Jessica L. Watson, Sussex Conservation District
Matt Schlitter, South District Public Works Engineer
Scott Rust, South District Public Work Manager
James Argo, South District Project Reviewer
Robert Bragg, South District Subdivision Manager
Jennifer Pinkerton, Chief Materials & Research Engineer
Kerry Yost, Traffic Calming & Subdivision Relations
Linda Osiecki, Pedestrian Coordinator
John Fiori, Bicycle Coordinator
Mark Galipo, Traffic Development Coordination Engineer
Tim Phillips, Maintenance Support Manager
Dan Thompson, Safety Officer North District
Jared Kauffman, DTC Planner
James Kelley, JMT
Wendy L. Polasko, Subdivision Engineer
Derek Sapp, Subdivision Manager, Development Coordination



March 23, 2021

Mr. Stephen Gorski
Duffield Associates, Inc.
5400 Limestone Road
Wilmington, Delaware 19808

RE: **Knights Crossing**

Mr. Gorski,

Sussex Conservation District has reviewed the sediment and stormwater management plans submitted for the above referenced project. The District has found the submittal to be acceptable, please provide the District with the following:

- Submit 5 sets of plans for approval.
- Submit 1 set of scaled 12"x18" plans for approval.
- Submit an electronic copy (PDF) of the project's complete construction set.
- Submit a final paper and electronic copy of the project's report.
- The plans are to be signed and sealed by a qualified design professional.
- The SCD Owners Certification Statement is to be signed on each set of plans.
- Provide the District with an inspection of \$9,867.00 and a maintenance fee of \$2,250.00. *(These fees can be combined into one check)*
- This project has a stormwater credit of 75,640 cf, available upon BMP as-built approval.

If plans are submitted with any of the above items missing, they will **not** be approved. Be advised if there are any deficiencies which cannot be addressed within 72 hours the plans will be considered withdrawn and therefore, you will need to entirely resubmit.

If ownership is going to change, the District will require a new application and two sets of plans with the new owner's information and signed certification statement. In addition, the authorization to discharge stormwater under the regulations *Part 2 Special Conditions for Storm Water Discharges Associated with Construction Activities*, must be transferred by the original owner to the new owner, please contact DNREC at 302-739-9921 for assistance.

Sincerely,
SUSSEX CONSERVATION DISTRICT

Jim Elliott

Jim Elliott
Plan Reviewer



March 10, 2021

MILFORD WATER DEPARTMENT

APPROVAL TO CONSTRUCT

Knight Crossing Phase 1 Connection

PWS #DE0000616

Approval #21W33

Mr. Wayne B. Knight
Milford Marina Enterprises, LLC
2021 Love Point
Stevensville, MD 21666

Dear Mr. Knight:

As provided by Section 2.11 of the *State of Delaware Regulations Governing Public Drinking Water Systems*, you are granted approval to connect Knight Crossing to the existing main in accordance with the plans submitted by Duffield Associates. The plans consist of:

1. Transmittal letter dated March 10, 2021.
2. One copy of the plans entitled "knight Crossing Phase One" dated February 5, 2021.

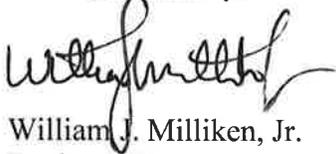
These plans, as noted, are made a part of this approval. This approval is granted subject to the enclosed list of conditions. It is the owner's responsibility to ensure as-built drawings are maintained throughout all phases of construction. Prior to receiving an Approval to Operate, the Office of Engineering 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.

Mr. Wayne B. Knight
Milford Marina Enterprises, LLC
March 10, 2021
Page 2

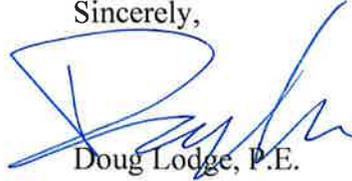
Should you have any questions regarding this matter, please feel free to contact Bill Milliken at (302) 741-8646.

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
Steve Ellingsworth, City of Milford
Ashley Kunder, Office of Drinking Water

1. The approval is void if construction has not started by March 10, 2022.
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 impart 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. 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.
18. The approval is subject to immediate revocation upon violation of any of the preceding conditions.
19. All other local (county/city/town) approvals or permits needed must be obtained prior to beginning construction.
20. 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.



**OFFICE OF THE STATE FIRE MARSHAL
Technical Services**

22705 Park Avenue
Georgetown, DE 19947



SFMO PERMIT

Plan Review Number: 2019-04-202518-MJS-02

Tax Parcel Number: 330-7.00-35.00

Status: Approved as Submitted

Date: 02/11/2020

Project

Knights Crossing
Knights Crossing
19859 Cedar Beach Road
Milford DE 19963

Scope of Project

Number of Stories:
Square Footage:
Construction Class:
Fire District: 42 - Carlisle Fire Co Inc
Occupant Load Inside:
Occupancy Code: 9601;9602

Applicant

Steve Gorski

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:

Duane Fox
Fire Protection Specialist III

FIRE PROTECTION PLAN REVIEW COMMENTS

Plan Review Number: 2019-04-202518-MJS-02

Tax Parcel Number: 330-7.00-35.00

Status: Approved as Submitted

Date: 02/11/2020

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.

TOWNHOUSES

1030 A This site meets Water Flow Table 2, therefore the following water for fire protection requirements apply: Main Sizes: 6" minimum. Minimum Capacity: 500 gpm @ 20 psi residual for 1 hour duration. Hydrant Spacing: 1,000' on center.

SINGLE FAMILY DWELLINGS

1000 The site plans have been approved as submitted. The Office of DE State Fire Marshal has no objection to recordation.

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.

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).

1532 A When a water supplier is extending any transmission, distribution or supply water main or piping, fire hydrants shall be installed so as not to exceed a maximum distance of 2,000 feet between hydrants (DSFPR, Part II Chapter 7, Section 7 4.3).

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 or revisions to the plans occur, plans are required to be submitted, reviewed, and approved.





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

May 5, 2021

City of Milford
201 South Walnut Street
Milford, Delaware 19963

Attention: Rob Pierce

Subject: Knight Crossing – Phase 1 Record and Construction Plans
KCI Job No. 131803632 – Task 08

Dear Mr. Pierce,

As requested, KCI Technologies performed a review of the Phase 1 Record and Construction Plans for Knight Crossing against the City's Standard Specifications and general engineering best practices. These plans are dated April 12, 2021, last revised April 19, 2021 and were prepared by Duffield.

We find the plans generally acceptable as submitted. Once the cost sharing agreement with Windward on the River has been finalized with approval from the City and both developers, the plans may be submitted for signature.

1. Address the following in regards to the Utility Plans (Water and Sewer):
 - a. The cost sharing agreement with Windward on the River shall be signed and a copy will have to be provided to the City of Milford prior to the approval of the Final Major Subdivision. **Addressed – A draft cost sharing agreement has been provided. A fully executed agreement must be provided prior to signature of the plans.**
 - b. The profile shows an invert out of 6.85 for SS-16. However, the structure and pipe schedule lists this invert as 6.83. Revise the plan accordingly so that all inverts are consistent in the profile and schedules. **Addressed.**

Employee-Owned Since 1988

- c. Manhole SMH-2 structure is not shown in the “Sanitary Commercial: STA. -0+50 to STA. 6+60” profile and SMH-4 structure is not shown in the “Sanitary Ernie Circle: STA -0+50 to STA. 3+25” profiles. Add the structures to the profiles.
Addressed.
2. Address the following in regards to the Road and Storm Drain Plans:
 - a. Clarify the top unit and frame/cover types on the plan for each structure.
Addressed.
3. Address the following in regards to the SWM Plan/Report submission:
 - a. The vertical separation in the profile on sheet WS2 is 0.51’ but on the sediment and stormwater plans it is labeled as 0.87’. Verify the correct vertical separation and revise the plans accordingly so that they are consistent. **Addressed.**
4. There are many contours that are not looped or do not tie back into existing. Please revise the plan to complete the grading. **Addressed.**
5. Verify that the utility locations on the overall grading plan are correct. For example, on sheet RS03, MH-12 is located in the grass but on the overall grading plan this structure is located in the sidewalk. **Addressed.**

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, PE
Project Manager

City of Milford

ORDINANCE NO. 2021-12

AN ORDINANCE TO AMEND CITY OF MILFORD CODE Part II General Legislation Chapter 204 Taxation

Whereas, all real property, lying and being within the corporate limits of the City of Milford, shall be subject to taxation, excepting such property as may be exempt from taxation under the laws of the State of Delaware and the Charter of the City of Milford; and

Whereas, City Council shall provide by Tax Warrant each year, the prompt collection of taxes assessed, levied and imposed under the Charter, on the due date as indicate, and hereby authorizes the City Manager to enforce the collection of the same against all property subject to taxation and the owners thereof as provided by law; and

Whereas, in the collection of delinquent taxes, any and all charges, costs, or other assessments owed to the City of Milford, shall be added to the assessment list as allowed by the Charter of the City of Milford and Ordinance 2021-12 upon the effective date; and

Whereas, subsequent fee updates must be implemented to ensure the financial burden does not fall on the taxpayers or rate payers of this City; and

Whereas, the City Manager shall have all of the same powers, remedies, and authority, including the monition method of the collection of taxes, pursuant to Chapter 8 of Title 22 of the Delaware Code, as amended, entitled Home Rule, and the Charter of the City of Milford, and any future corresponding provisions of law, upon those individuals and/or departments authorized to collect delinquent taxes on behalf of the City of Milford.

Section 1.

The City of Milford hereby ordains the Code is amended, altered, changed and modified as follows:

Section 2.

A new Article numbered VI shall be added to Chapter 204 Taxation and entitled 'Monition Service Fees'.

Section 3.

Chapter 204 Taxation is hereby amended by adding §204.14 entitled 'Collection fees for delinquent taxes, sewer service charges or code enforcement fees'.

Section 4.

A final draft of Ordinance 2021-12, as amended on June 28, 2021, shall read as follows:

§204.14 Fees

Sec. 204.14 Fees - Collection fees for delinquent taxes, sewer service charges or code enforcement fees.

- A. For any monition action commenced by the City Manager or his or her delegee on behalf of the City of Milford for the purpose of collecting delinquent taxes, utility service charges, code enforcement fees, or any other cost, fee or expense authorized by the City of Milford Charter or the Milford City Code to be assessed against real property, the Finance Department shall additionally assess against the delinquent property all reasonable attorneys' fees and costs incurred to collect the delinquent tax or assessment, which additional fees and costs shall be collected as part of any monition sale conducted by a Sheriff, constable or other authorized official of the State of Delaware.

- B. If delinquent taxes or other assessments permitted by the City of Milford Charter or the Milford City Code are collected prior to a monition sale conducted by an authorized official of the State of Delaware, all reasonable attorney fees and costs incurred for the collection of taxes or assessments to the date of payment, plus such costs as may be necessary to fully satisfy any court filings to date, shall be collected as part of the payment due to the City of Milford. If the Finance Department incurs any costs in the collection of delinquent taxes, utility service charges or code enforcement fees that are not wholly covered by the fees referenced in Subsection 204-14(A), the Finance Department shall levy a charge against the property in the full amount of those costs, plus a fee of \$100.00 (one hundred dollars) to cover direct and indirect costs of administration.
- C. For any monition action not commenced by the City's Finance in order to collect delinquent taxes, utility service charges or code enforcement fees, the Finance Department may assess against the property reasonable attorney's fees and costs, as determined by the Director of Finance in consultation with the City Manager. In addition to the fees and costs set forth above, all costs or other fees charged by the City Solicitor, Kent or Sussex County Sheriff, the Prothonotary, or by the clerk of any court for the filing, service, satisfaction, or any other activity in a monition action relating to the collection of taxes, utility service charges or code enforcement fees may be assessed against the property.
- D. When an action to collect delinquent property taxes is filed in a court of appropriate jurisdiction, the fee as provided for in §204.14 shall be added to the amount due.
- E. The fees established by this section shall be in addition to court costs and service fees assessed by state or county offices, but in no case same fee shall be duplicated.
- F. Methods of collection. The Finance Department shall have the power to employ, in the collection of the property tax, all rights and remedies granted the City for the collection of real property taxes as set forth in the Charter of the City of Milford , Article VII. Taxation, Assessors and Assessment of Taxes.

Section 5. Dates:

City Council Introduction: 06/14/2021

Amended: 06/28/2021

Adoption: 06/28/2021

Effective Ten Days following Adoption

A complete copy of Chapter 204 or the Code of the City of Milford is available by email request to the City Clerk at thudson@milford-de.gov or by accessing the city website at www.cityofmilford.com.

June 9, 2020

Back in March I had a call with Mr. Rutt regarding the fee structure for the monition sales. I have received the attached fee schedule and am looking forward to Mr. Rutt's follow up so that I can post these legal fees to accounts before June 30. Please take a look at the schedule provided and let me know if you have any concerns. Mark, I remember at one point you mentioned adopting this as a fee schedule as a more official guideline.

The spreadsheet attached will also give you a quick glimpse at the collection on these accounts. Let me know if you want to further discuss.

Thank you,

Suzannah

From: Frederick, Suzannah

Sent: Tuesday, June 8, 2021 5:50 PM

To: 'Denise DiMaio' <ddimaio@mooreandrutt.com>; David Rutt <dnrutt@mooreandrutt.com>

Cc: Vitola, Louis <lvitola@milford-de.gov>

Subject: RE: Monition Fee Schedule

Hello Mr. Rutt,

I would like to add the legal fees to the accounts before our June 30 year end. I have attached a spreadsheet of the original ten properties reported. Please let me know the date the complaints were filed so that I can confirm legal fees are accurately applied to each account. Will these fees also be on the next Moore & Rutt legal invoice?

For the Vaughn property that sold at Kent County sale – no legal fees were reported prior to sale. I believe from what I now understand, it is too late to post the fee to this account.

Thank you,

Suzannah

From: Denise DiMaio <ddimaio@mooreandrutt.com>

Sent: Wednesday, May 26, 2021 8:58 AM

To: Frederick, Suzannah <sfrederick@milford-de.gov>

Subject: RE: Monition Fee Schedule

Good morning,

I spoke to Mr. Rutt and he will get in contact with you regarding the charges.

Thank you,

Denise

From: Denise DiMaio <ddimaio@mooreandrutt.com>

Sent: Tuesday, May 25, 2021 3:54 PM

To: Frederick, Suzannah <sfrederick@milford-de.gov>

Subject: Monition Fee Schedule

Good afternoon Suzannah,

Please see the Monition Fee Schedule attached. 😊

Thank you,

Denise

MILFORD MONITION FEE SCHEDULE

After referral to Moore & Rutt, P.A. but before filing of Complaint

Administration/Attorney Fee	\$ 250.00
Lien & Assessment Cost	<u>\$ 40.00</u>
	\$ 290.00

After Complaint filed but prior to sale

Attorney Fee	\$ 850.00
Lien & Assessment	\$ 40.00
Filing Fee – Superior Court-Monition	\$ 53.75
Sheriff posting of property	\$ 30.00
Filing Fee-Vend Ex	\$ 67.50
Sheriff posting of Vend Ex	\$ 30.00
Notice to Lienholders	
*($\$49.20$ per notice – average 6 per filing)	\$ 295.20
Sheriff Posting of Notice to Lienholders	\$ 25.00
Filing Fee-Mailing Affidavit	\$ 3.75
Copy Cost/Postage	<u>\$ 10.00</u>
	\$ 1405.20

After sale but prior to Court Confirmation

Original fees for filing Complaint	\$ 1405.20 (minimum)
Additional costs to be obtained but May include additional sheriff costs, Court costs, buyer fees, attorney fees.	

Chapter 204 - TAXATION^[1]

Footnotes:

--- (1) ---

Cross reference— Valuation of agricultural, horticultural and forest land use, App. A, ch. A240, art. I.

ARTICLE I - Tax Relief for Senior Citizens

[Adopted 6-14-1993]

§ 204-1. - Conditions for senior citizen exemption on real property tax.

[Amended 12-8-2003 by Ord. No. 2003-6; 2-23-2009 by Ord. No. 2009-4]

Every person 65 or more years of age having an income not in excess of \$15,000 per year, exclusive of social security and railroad pensions, and residing in a dwelling owned by him or her which is a part of his or her real property shall be entitled, on proper claim being made thereof, to exemption from taxation on \$40,000 of assessed valuation of such real property, in the aggregate, and in the case of jointly owned property or property owned by husband and wife, such exemption shall be granted where the income of both does not exceed \$25,500 per year, exclusive of social security and railroad pensions.

[Ord. No. 2012-11, § 1, 6-25-2012]

§ 204-2. - Signed statement required; proof of income.

[Amended 10-11-2004 by Ord. No. 2004-6]

Every fact essential to support a claim for exemption as provided shall exist during the previous year. Every claimant, therefore, shall sign a statement that he or she is a resident of the City of Milford, of the age of 65 years, the owner and resident of a dwelling which is a part of the real property for which such exemption is claimed and has been a resident of that property for a period of at least one year prior to the year for which he or she is claiming that exemption. Such applicant shall also establish that his or her income for the yearly period did not exceed that allowed in § 204-1, exclusive of social security and railroad pensions.

§ 204-3. - Written application; filing.

[Amended 4-20-1998 by Ord. No. 2-1998; 12-8-2003 by Ord. No. 2003-6]

No exemption from taxation on the valuation of real property shall be allowed except on written application, on a form prescribed by the City and mailed each year to applicants who have requested such exemption. All applications to be filed will be based on information for the pretax

year and must be received prior to the billing process on a date determined each year by the City of Milford.

§ 204-4. - Continued exemptions.

The City shall require the filing of a new application or such proof as deemed necessary to establish the right of the claimant to continued exemption.

§ 204-5. - Appeals.

An aggrieved taxpayer may appeal from the disposition of an exemption claim in the same manner as is provided for appeals from assessments generally.

ARTICLE II - Authority to Exempt Real Property from Taxation^[2]

Footnotes:

--- (2) ---

Editor's note— Ord. No. 2014-18, § 1, adopted Feb. 23, 2015, repealed the former Art. II, §§ 204-6—204-11, and enacted a new article as set out herein. The former Art. II pertained to exemption of new improvements added to property and derived from Ord. No. 2010-7, § 1, adopted May 24, 2010; Ord. No. 2010-16, § 1, adopted Sept. 27, 2010; Ord. No. 2011-19, § 1, adopted June 27, 2011; Ord. No. 2012-22, § 1, adopted Sept. 10, 2012.

§ 204-6. - [Authority granted.]

The City Council shall have the power to exempt real property located within the City from municipal property taxes when, in the opinion of the tax assessor, the same will best promote the public welfare. The City Assessor shall be empowered to grant tax exemptions in the same fashion as a county exemption, pursuant to 9 Del. C. § 8105 and 8110, and upon the receipt of an application to the City of Milford filed by the organization to establish its entitlement to such exemptions.

[Ord. No. 2014-18, § 2, 2-23-2015]

§ 204-7. - [Exemption from assessment.]

No assessment shall be made against that portion of a parcel during the period in which the portion qualifies for agricultural, horticultural or forest uses as more fully defined by 9 Del. C. § 8330 through 8337, inclusive.

[Ord. No. 2014-18, § 2, 2-23-2015]

ARTICLE III - Annual Tax Bill

§ 204-8. - [Tax year delineated.]

The tax year shall run from October 1st through September 30th each year based on assessed values as of June 30th.

[Ord. No. 2014-18, § 3, 2-23-2015]

§ 204-9. - [Due date for payment of property taxes.]

Property taxes shall be payable on or before September 30th of each year.

[Ord. No. 2014-18, § 3, 2-23-2015]

§ 204-10. - [Penalties.]

To every tax not paid after the said date established in [Section] 204-9, there shall be added and collected a penalty, for each month that said tax remains unpaid. A penalty of one percent per month, or fraction thereof, shall be charged on all unpaid property taxes. City Council, by resolution, may impose a date later than that established in [Section] 204-9 for the addition and collection of penalties.

[Ord. No. 2014-18, § 3, 2-23-2015]

ARTICLE IV - Supplemental Assessments and Tax Bills

§ 204-11. - Supplemental assessment required.

- A. Changes, including zoning and construction, shall require reassessment of the property at its fair market value as of the date of the last City-wide revaluation. A supplemental assessment will be determined for the amount of difference between the value stated on the regular assessment roll(s) and the new fair market value.
- B. Supplemental tax bills shall be issued when there is an increase in taxable value caused by any change as stated in [Section] 204-11. More than one tax year may be affected by the increase in value, causing more than one supplemental bill to be issued. Even when a property has been sold, the original owner may be billed for any change in value relating to the dates of their ownership.
- C. The increase in assessed value resulting from the reassessment is reflected in a prorated assessment that covers the period from the first day of the month following the supplemental event to the end of the fiscal year.

[Ord. No. 2014-18, § 4, 2-23-2015]

§ 204-12. - Assessment appeals.

A. Appeal date deadlines.

Appeal filing deadline (Annual billing) August 31st

Appeal filing deadline (October billing) November 30th

Appeal filing deadline (January billing) February 28th

Appeal filing deadline (April billing) May 31st

B. Right to appeal is lost if appellant has missed the designated appeal date.

C. Appeals/refunds for errors or opinions of value from appellants will not be heard for prior years.

D. The assessment as revised, shall be the listed value for the year under appeal, and shall be the basis for the levy and collection of taxes, unless adjusted by the Board of Appeals during the annual appeals process.

[Ord. No. 2014-18, § 4, 2-23-2015]

ARTICLE V - Local Lodging Tax

§ 204-13. - Local lodging tax.

(A) A local lodging tax is hereby levied of 3% of the cost of the rent, in addition to the amount imposed by the State, for any room or rooms in a hotel, motel or tourist home within the boundaries of the City of Milford, and as defined in 30 Del. C. §6101.

(B) The local lodging tax, pursuant to this ordinance, is the responsibility of the occupant of the room and shall be collected at the time the rental is paid. Operators of the hotel, motel or tourist home are responsible for the collection of the local lodging tax and the remittance of the taxes to the City of Milford within 20 days after the end of each calendar month, in accordance with procedures established by the City Manager and using forms designated by the City Finance Department. The tax imposed shall be shown on the billing to the occupant as a separate and distinct item.

(C) No local lodging tax pursuant to this ordinance shall be collected for reservations or contracts for lodgings executed or completed before January 1, 2019.

[Ord. No. 2018-23, § 2, 10-22-2018]



*You are invited to the
Chamber of Commerce for Greater Milford*

Legislators Economic Development Luncheon

Wednesday, July 21, 2021

Etta's Catering

319 S. Rehoboth Blvd. ~ Milford

11:00 a.m. to 1:00 p.m.

Legislative Panel: Senator Dave Wilson, Rep. Bryan Shupe, Rep. Shannon Morris, Mark Schaeffer, Sussex County Councilman, Eric Buckson, Kent County Levy Court Commissioner, and Archie Campbell, Milford Mayor.

~~~~~

Registration will begin at 11:00 a.m.

Announcements will begin promptly at 11:30 a.m.

The luncheon is \$25.00 per person, Cash, Credit Card, Check made payable to:  
Chamber of Commerce for Greater Milford.

**An RSVP & Pre-Payment is needed to reserve your seat.**

Must return this form by Monday July 12, 2021 BY NOON.

Lunch includes: Pasta, chicken salad, salad bar, applesauce, rolls, fruit, cookies & brownies, iced tea, water and coffee

Organization/Business: \_\_\_\_\_

Name(s): \_\_\_\_\_

Space is limited. This is a first come-first served event.

[milford@milfordchamber.com](mailto:milford@milfordchamber.com) or (302) 422-3344

From: Peggy Reilly <president@downtownmilford.org>

Sent: Monday, June 7, 2021 4:12 PM

To: Whitfield, Mark <mwhitfield@milford-de.gov>; Hudson, Terri <thudson@milford-de.gov>; Cat Perfetti <director@downtownmilford.org>

Subject: Lady Bug Festival

Mark and Terri,

We are once again working towards a LadyBug Festival on October 2, 2021.

I would once again request the ability to request the funds that we gave back to the City during Covid. Please advise what steps are needed to move forward.

Thanks,

Peg Reilly

Michael R. Wigley, AIA, LEED AP  
W. Zachary Crouch, P.E.  
Michael E. Wheedleton, AIA, LEED GA  
Jason P. Loar, P.E.  
Ring W. Lardner, P.E.  
Jamie L. Sechler, P.E.

May 4, 2021

City of Milford  
Department of Planning and Zoning  
180 Vickers Drive  
Milford, DE 19963

Attn: Mr. Rob Pierce  
Planning and Economic Development Director

RE: **Milford Ponds Phase 3**  
**Preliminary Plan Approval Extension**  
Tax Parcel #: 1-30-3.00-264.00  
DBF #: 2875A001

Mr. Pierce,

On behalf of our client, Milford Ponds LLC, we respectfully request a one-year extension of the Preliminary Plan approval granted by the Planning Commission on June 22, 2020. We are requesting the approval date be extended until June 22, 2022.

We respectfully request to be placed on the next available City of Milford Planning and Zoning Commission Agenda. If you have any questions or require additional information, please do not hesitate to contact me at (410) 543-9091 or via email at [tmm@dbfinc.com](mailto:tmm@dbfinc.com).

Sincerely,  
*Davis, Bowen & Friedel, Inc.*



Timothy M. Metzner, PLA, LEED AP ND  
Associate

\\atlas\SAL\CIVIL\2875\2875A001\submission\Phase 3\2021-05-04 City of Milford Extension Request\Cover.docx

## DATA SHEET FOR MILFORD PONDS – PHASE III

Planning Commission Meeting: June 15, 2021

---

|                                        |   |                                                                                                                                                               |
|----------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Application Number / Name</b>       | : | 19-034 / Milford Ponds – Phase III                                                                                                                            |
| <b>Applicant</b>                       | : | Milford Ponds, LLC<br>179 Rehoboth Avenue, Suite 1081<br>Rehoboth Beach, DE 19971                                                                             |
| <b>Owner</b>                           | : | Same                                                                                                                                                          |
| <b>Application Type</b>                | : | Preliminary Major Subdivision Extension #1                                                                                                                    |
| <b>Comprehensive Plan Designation</b>  | : | Moderate Density Residential                                                                                                                                  |
| <b>Zoning District</b>                 | : | R-1, R-2 & R-3 with PUD                                                                                                                                       |
| <b>Present Use</b>                     | : | Planned Unit Development                                                                                                                                      |
| <b>Proposed Use</b>                    | : | Planned Unit Development                                                                                                                                      |
| <b>Area and Location</b>               | : | 178.03 +/- acres located along the east side of<br>Route 113 5,500 feet south of the Seabury Avenue<br>intersection known as the Milford Ponds<br>subdivision |
| <b>Property Identification Numbers</b> | : | 1-30-3.00-264.00, 1-30-3.00-264.01, 1-30-6.00-<br>108.00, 1-30-6.00-167.00 thru 558.00, 1-30-6.00-<br>601.00 thru 691.00                                      |

ENC: Staff Analysis Report  
Exhibit A - Location & Zoning Map  
Preliminary Major Subdivision Plans

**STAFF ANALYSIS REPORT**  
**May 10, 2021**

|                                        |   |                                                                                                                                                      |
|----------------------------------------|---|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Application Number / Name</b>       | : | 19-034 / Milford Ponds – Phase III                                                                                                                   |
| <b>Application Type</b>                | : | Preliminary Major Subdivision Extension #1                                                                                                           |
| <b>Comprehensive Plan Designation</b>  | : | Moderate Density Residential                                                                                                                         |
| <b>Zoning District</b>                 | : | R-1, R-2, & R-3 with PUD                                                                                                                             |
| <b>Present Use</b>                     | : | Planned Unit Development                                                                                                                             |
| <b>Proposed Use</b>                    | : | Planned Unit Development                                                                                                                             |
| <b>Property Identification Numbers</b> | : | 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                                     |
| <b>Area and Location</b>               | : | 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 |

---

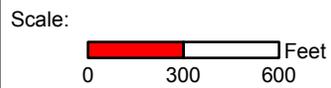
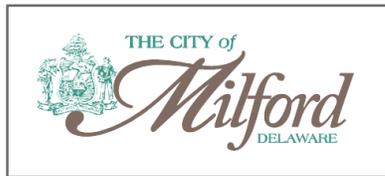
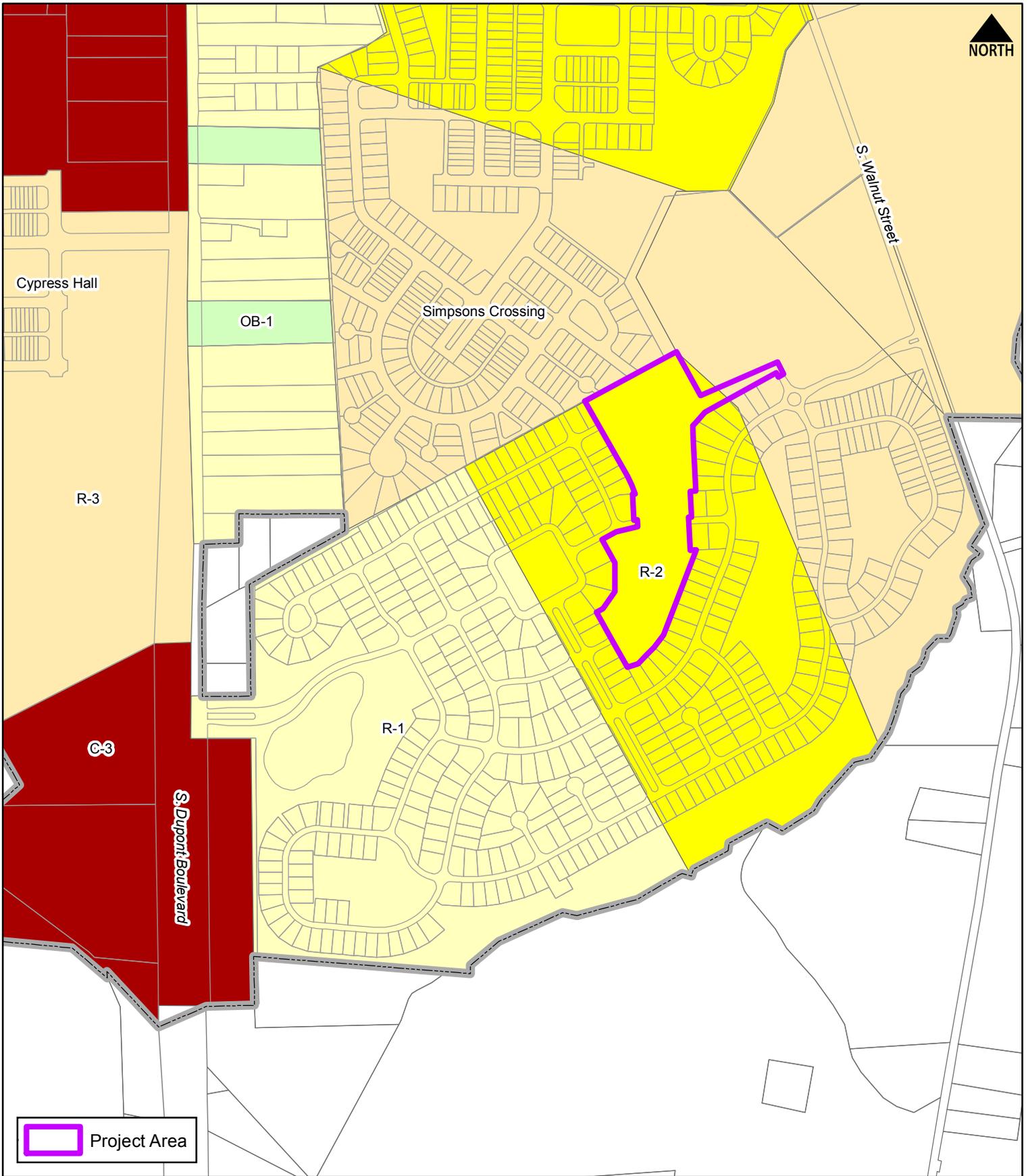
**I. BACKGROUND INFORMATION:**

- On June 22, 2020, City Council approved the Preliminary Major Subdivision application for Milford Ponds Phase III consisting of 52 single-family detached dwellings.
- The applicant is seeking a one (1) year extension of the preliminary approval for Phase III.
- The applicant submitted construction plans in November 2020 for review and resubmitted in February 2021. Comment response letters were provided by the City in November and February accordingly, and the City is awaiting response to the latest construction plan review comments.

**III. AGENCY & DEPARTMENT COMMENTS:**

- **DelDOT**  
No approvals provided to date.
- **Delaware Health and Social Services – Division of Public Health**  
No approvals provided to date.

- **Sussex Conservation District**  
No approvals provided to date.
- **Delaware State Fire Marshal's Office**  
No approvals provided to date.
- **City Engineer**  
Final construction plans have been reviewed and comments provided to the applicant. Awaiting resubmission.



Drawn by: WRP Date: 10/03/19

Title:

Preliminary Major Subdivision  
**Milford Ponds - Phase III**  
Location & Zoning Map

Filepath: PreliminaryMajorSub\_MilfordPonds\_PhIII.mxd

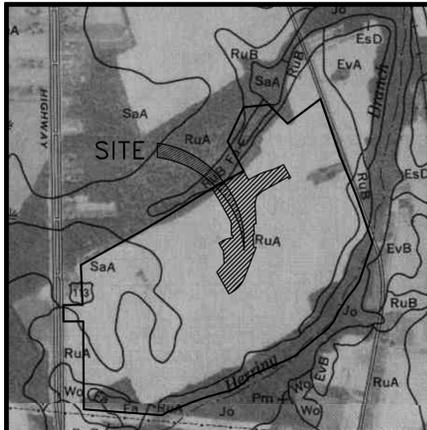
# MILFORD PONDS PHASE 3 - RECORD PLAN

## CITY OF MILFORD, SUSSEX COUNTY, DELAWARE

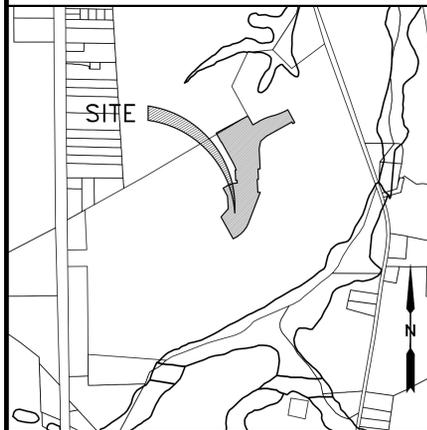
### DBF PROJECT NO. 2875A001 SEPTEMBER 2019

### 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. TOWN HOUSE UNITS: (INCLUDES 2 THRU 8 UNIT SINGLE FAMILY ATTACHED BUILDINGS)**
- MINIMUM LOT SIZE: 2,400 SQUARE FEET
  - MINIMUM LOT WIDTH: 24 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 FOR END UNITS: 7.0 FEET MEASURED FROM RIGHT-OF-WAY TO FOUNDATION WALL. (ALLOW SIDE YARD ENCROACHMENTS OF 3 FEET FOR CHIMNEYS, BAY WINDOWS, STOOPS, ETC.)
  - MINIMUM BUILDING SEPARATION: 14 FEET FROM CLOSEST POINT OF FOUNDATION WALL TO CLOSEST POINT OF FOUNDATION WALL OF ADJACENT BUILDING.
  - 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 RIGHT-OF-WAY LINE.
  - MAXIMUM BUILDING HEIGHT: 2.5 STORIES AND 35 FEET MEASURED IN ACCORDANCE WITH CURRENT CITY CODE REQUIREMENTS.
  - MAXIMUM LOT COVERAGE: 75% OF LOT AREA
  - MAXIMUM FENCE/WALL HEIGHT: 8 FEET AND ALLOWED TO BE PLACED WITHIN BUILDING RESTRICTION LINE. REAR ALLEYS WILL NOT BE REQUIRED
  - TOWNHOUSE ACCESS:
- C. MULTI-FAMILY BUILDINGS:**
- MINIMUM FRONT SETBACK: 18 FEET FROM A PUBLIC STREET, 5 FEET FROM A PRIVATE DRIVE AISLE 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
- D. 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
- E. SITE 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



**SOILS MAP** SCALE: 1"=1000'



**N.W.I. MAP** SCALE: 1"=1000'



**FLOODPLAIN MAP** SCALE: 1"=2000'

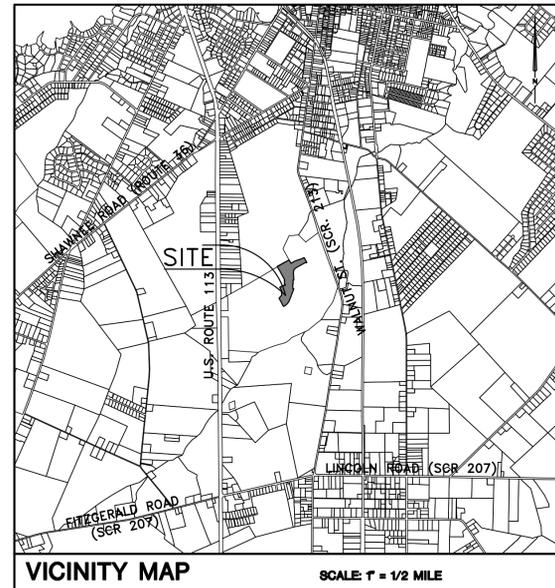
MAP PANEL: 100050039J DATED: JANUARY 6, 2005  
100050043K DATED: MARCH 16, 2015

### DELDOT GENERAL NOTES

- NO LANDSCAPING SHALL BE ALLOWED WITHIN R/W UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT COORDINATION MANUAL (DCM).
- 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.
- 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.
- 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 WITHIN THIS SUBDIVISION, THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE OF THE SIDEWALK AND/OR SHARED-USE PATH.
- 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.
- 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.
- ALL LOTS SHALL HAVE ACCESS FROM THE INTERNAL SUBDIVISION STREET.
- DRIVEWAYS WILL NOT BE PERMITTED TO BE PLACED AT CATCH BASIN LOCATIONS.
- 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.
- 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.
- 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 INFESIBILITY 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.
- 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."

### GENERAL NOTES

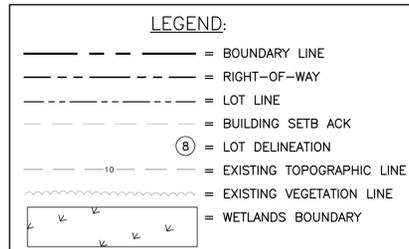
- THE SUSSEX CONSERVATION DISTRICT RESERVES THE RIGHT TO ENTER PRIVATE PROPERTY FOR PURPOSES OF PERIODIC SITE INSPECTION.
- "THE SUSSEX CONSERVATION DISTRICT RESERVES THE RIGHT TO ADD, MODIFY, OR DELETE ANY EROSION AND SEDIMENT CONTROL MEASURES AS THEY DEEM NECESSARY."
- THIS SITE IS NOT IMPACTED BY THE 100 YEAR FLOOD PLAIN AS DELINEATED ON FEMA MAP PANEL# 100050039J DATED 01/06/2005 AND 10050043K DATED 03/16/2015
- WETLANDS DELINEATION PERFORMED BY ENVIRONMENTAL RESOURCES, INC. 38173 DUPONT BLVD. SELBYVILLE, DE 19375
- NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL ALL 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.
- 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.
- ALL FIRE LANES, FIRE HYDRANTS, EXITS, STANDPIPES, AND SPRINKLER CONNECTIONS WILL BE MARKED IN ACCORDANCE WITH STATE FIRE MARSHAL REGULATIONS.
- 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 ODDORS. 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.
- 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.
- 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.
- 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 HOMEOWNERS' ASSOCIATION. IF A HOMEOWNER'S ASSOCIATION IS NOT FORMED THEN THE OWNER IS TO PROVIDE LONG TERM MAINTENANCE FOR THE SITE.
- 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.
- 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.
- DELAWARE REGULATIONS PROHIBIT THE BURIAL OF CONSTRUCTION AND DEMOLITION DEBRIS, INCLUDING TREES AND STUMPS, ON CONSTRUCTION SITES; ANY SOLID WASTE FOUND DURING CONSTRUCTION OF 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.
- 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.
- DEVELOPER SHALL INSTALL ON-SITE LIGHTING TO ILLUMINATE STREETS, PARKING AREAS, AND WALKWAYS, IN ACCORDANCE WITH THE CITY REGULATIONS.
- 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.
- 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.
- ALL DISTURBED AREAS WITHIN THE STATE RIGHT-OF-WAY, BUT NOT IN THE PAVEMENT, SHALL BE TOP SOILED (6" MINIMUM), FERTILIZED, AND SEED.
- A 24-HOUR (MINIMUM) NOTICE SHALL BE GIVEN TO DELDOT'S PUBLIC WORKS ENGINEER PRIOR TO STARTING ENTRANCE CONSTRUCTION.
- MISS UTILITY DELMARVA SHALL BE NOTIFIED THREE CONSECUTIVE WORKING DAYS PRIOR TO EXCAVATION, AT 1-800-282-8555
- 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.
- DESIGN, FABRICATION AND INSTALLATION OF ALL PERMANENT SIGNING SHALL BE AS OUTLINED IN THE "GUIDE FOR FABRICATION AND INSTALLATION OF TRAFFIC CONTROL DEVICES."
- 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
- 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 BEGUN 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).
- ALL TRAFFIC CONTROL DEVICES SHALL BE IN NEW OR REFURBISHED CONDITION, SHALL COMPLY WITH THE TRAFFIC CONTROL MANUAL, AND SHALL 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.
- BREAKAWAY POSTS SHALL BE USED WHEN INSTALLING ALL SIGNS.
- SOURCE WATER PROTECTION AREA EXISTS ON-SITE.



**VICINITY MAP** SCALE: 1" = 1/2 MILE

### INDEX OF DRAWINGS:

- R101 RECORD PLAN TITLE SHEET
- R102 PHASE 3 RECORD PLAN



### VARIANCES FROM MILFORD ZONING CODE

- PAVEMENT DIAMETER FOR PREVIOUSLY CONSTRUCTED ATTIC WINDOW CT. CUL-DE-SAC IS 74' WIDE, WITH 80' R.O.W. DIAMETER, RATHER THAN 76' PAVEMENT DIAMETER WITH 100 R.O.W. DIAMETER PER CODE.
- RIGHT-OF-WAY DIAMETER FOR ALL OTHER CUL-DE-SACS ARE 82' WIDE, RATHER THAN 100 DIAMETER PER CODE.
- GARDEN OR LOW-RISE APARTMENTS PROPOSE 24 DWELLING UNITS IN A BUILDING RATHER THAN 12 DWELLING UNITS PER CODE.
- 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 DNRCC 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

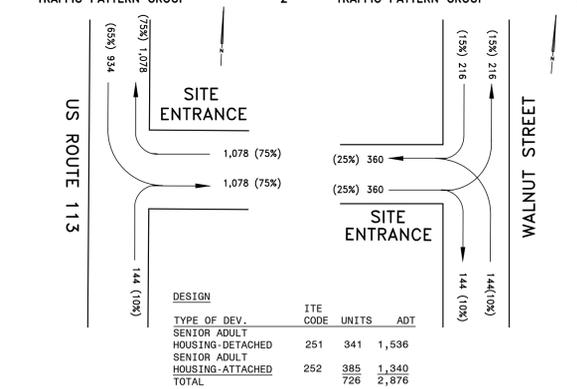
OWNER/DEVELOPER:  
MILFORD PONDS, LLC  
175 REBORN AVENUE, SUITE 1081  
REHOBOTH BEACH, DE 19971

ENGINEER/SURVEYOR:  
DAVIS, BOWEN & FRIEDEL, INC.  
MILFORD, DE 19963  
(302) 424-1441

ARCHITECTS ENGINEERS SURVEYORS  
SALISBURY, MARYLAND (410) 543-9091  
MILFORD, DELAWARE (302) 424-1441  
EASTON, MARYLAND (410) 770-4744

**DAVIS, BOWEN & FRIEDEL, INC.**

| DELAWARE TRAFFIC SUMMARY 2005 |        | DELAWARE TRAFFIC SUMMARY 2005 |        |
|-------------------------------|--------|-------------------------------|--------|
| ADT - CURRENT -               | 18,692 | ADT - CURRENT -               | 1,297  |
| SPEED - POSTED -              | 55 MPH | SPEED - POSTED -              | 40 MPH |
| TRAFFIC PATTERN GROUP -       | 2      | TRAFFIC PATTERN GROUP -       | 3      |



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

CITY MANAGER - ERIC NORENBURG

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

CITY ENGINEER - ERIK RETZLAFF

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

### 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 MONUMENTS 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

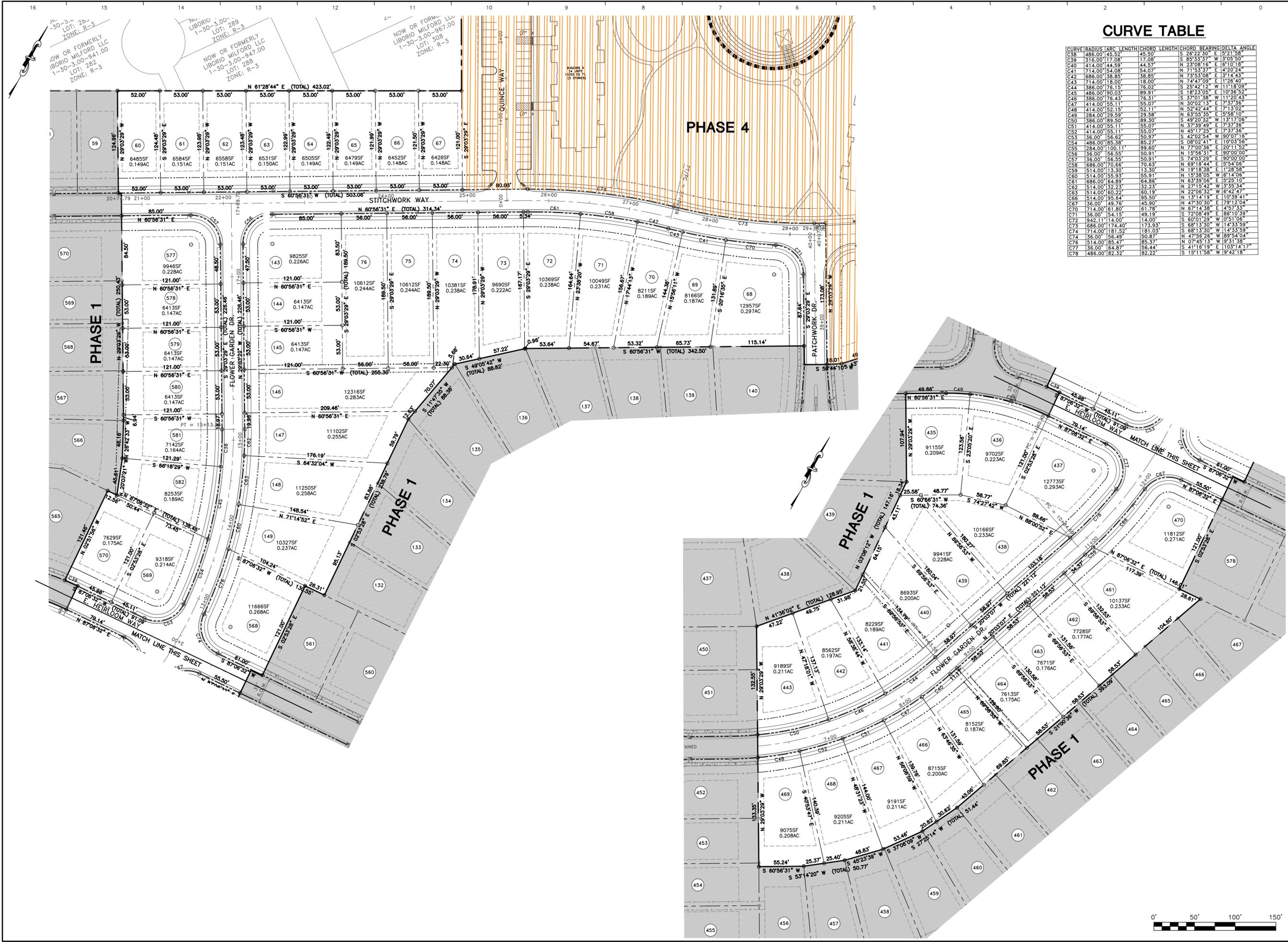
I, RING W. LARDNER HEREBY CERTIFY THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

RING W. LARDNER, P.E.

### 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   | 316.00' | 17.08'     | 17.08'       | S 85°53'37" W | 3°05'50"    |
| 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°28'40"    |
| 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°37'56"    |
| 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°59'49" E | 7°37'56"    |
| C52   | 414.00' | 55.11'     | 55.07'       | N 45°17'25" E | 7°37'56"    |
| 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   | 514.00' | 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°18'58" 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°59'06" E | 5°29'10"    |
| C62   | 514.00' | 32.23'     | 32.23'       | N 27°15'42" W | 3°35'54"    |
| C63   | 514.00' | 60.22'     | 60.19'       | N 22°06'32" W | 6°42'47"    |
| C66   | 514.00' | 95.64'     | 95.50'       | N 13°14'19" E | 10°39'41"   |
| C67   | 36.00'  | 49.76'     | 45.90'       | N 47°30'30" E | 79°12'04"   |
| C70   | 714.00' | 61.60'     | 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' | 174.00'    | 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"   |
| C76   | 514.00' | 85.47'     | 85.37'       | N 47°56'26" W | 89°54'04"   |
| 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  
 1000 W. MARKET ST., SUITE 200  
 MILFORD, DELAWARE 19967  
 (302) 424-1441  
 EASTON, MARYLAND (410) 770-1744

## MILFORD PONDS - PHASE 3

### CEDAR CREEK HUNDRED, CITY OF MILFORD

### SUSSEX COUNTY, DELAWARE

Revisions:

|            |           |
|------------|-----------|
| Date:      | JUNE 2019 |
| Scale:     | 1"=50'    |
| Drawn By:  | ADM       |
| Proj. No.: | 2875A001  |
| Dwg. No.:  | R1.02     |



P:\2875\2875A001\current\working\dwg\p3\PHASE 3 RECORD PLAN.dwg Sep 13, 2019 - 2:30pm mca

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Michael R. Wigley, AIA, LEED AP  
W. Zachary Crouch, P.E.  
Michael E. Wheedleton, AIA, LEED GA  
Jason P. Loar, P.E.  
Ring W. Lardner, P.E.  
Jamie L. Sechler, P.E.

May 4, 2021

City of Milford  
Department of Planning and Zoning  
180 Vickers Drive  
Milford, DE 19963

Attn: Mr. Rob Pierce  
Planning and Economic Development Director

RE: **Milford Ponds Phase 3**  
**Preliminary Plan Approval Extension**  
Tax Parcel #: 1-30-3.00-264.00  
DBF #: 2875A001

Mr. Pierce,

On behalf of our client, Milford Ponds LLC, we respectfully request a one-year extension of the Preliminary Plan approval granted by the Planning Commission on June 22, 2020. We are requesting the approval date be extended until June 22, 2022.

We respectfully request to be placed on the next available City of Milford Planning and Zoning Commission Agenda. If you have any questions or require additional information, please do not hesitate to contact me at (410) 543-9091 or via email at [tmm@dbfinc.com](mailto:tmm@dbfinc.com).

Sincerely,  
*Davis, Bowen & Friedel, Inc.*



Timothy M. Metzner, PLA, LEED AP ND  
Associate

\\atlas\SAL\CIVIL\2875\2875A001\submission\Phase 3\2021-05-04 City of Milford Extension Request\Cover.docx



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

February 22, 2021

City of Milford  
201 South Walnut Street  
Milford, Delaware 19963

Attention: Rob Pierce

**Subject: Milford Ponds –Phase 3 Record and Construction Plans**  
KCI Job No. 131803632 – Task 09

Dear Mr. Pierce,

As requested, KCI Technologies performed a review of the Phase III Record and Construction Plans for Milford Ponds. This review was based on the City's Standard Specifications, and general engineering best practices. These plans were submitted by DBF and are dated December 2020.

**We find the plans generally acceptable, subject to the following:**

**Phase 3 Record Plan**

1. (General) Update the Chapter 200 Variances per previous comments for the PUD and Phase 2. **Addressed.**
2. (R3.1) Currently, it appears that comments from our previous letters were copied and pasted in general notes 15 and 16 on sheet R3.1. Address these comments. **Addressed.**
3. (R3.1) Update the approval blocks. **Comment Remains – Revise the City of Milford Approval Block to state Mark Whitfield as the City Manager instead of Eric Norenberg.**

**Phase 3 Construction Plans**

4. (Cover) The maximum allowed impervious coverage for the PUD is 35%. Add a Phase 3 Site Area Breakdown to the data column to ensure that the maximum impervious coverage is not exceeded before completion of all 4 phases of the subdivision (see Phase 2 plans for reference). Although the building footprints may not have been set

yet, an accurate building coverage estimate shall be included in the impervious surface.  
**Addressed.**

5. **(Cover) Revise the City Engineer Approval Block on the Construction Plan Cover Sheet to remove the name of the City Engineer since KCI signs the plans.**
6. (C0.01) Currently, it appears that comments from our previous letters were copied and pasted in general notes 38 and 39 on sheet C0.01. Address these comments.  
**Addressed with Comment – General Note 17 needs to be completed.**
7. (General) Provide all required agency approvals (i.e. Fire Marshal, DHSS, SCD, etc.). **Comment Remains.**
8. (C2.05) Verify that the north arrows on all sheets are correct. The north arrows of the intersection plan views and the plan views on sheet C3.01 are not consistent with each other despite showing the same plan view angle. **Addressed.**
9. (C3.01) Pipe 353 is missing from the pipe schedule and profiles. Revise the plan accordingly to add this pipe to the schedule and profiles. **Addressed.**
10. (C3.01) There are many inconsistencies between the schedules and the profiles. Verify that the information listed in the schedules match the profile. **Addressed with Comment – The entire pipe schedule is not showing on sheet C3.01. Revise the plan accordingly so that the entire schedule is visible. In addition, add P-335 to the pipe schedule if it is not already included in the part that is not visible on the sheet.**
11. **(C3.01) Revise the plan so that the entire pipe schedule is visible.**
12. (C3.02) Add the 10-year HGL line to the storm drain profiles. **Addressed.**
13. (C3.02) There are many storm drain pipes with a 0% slope in the profile. Revise the plan accordingly so that all storm drain pipes have a positive slope. It is typically recommended to have at least a 0.3% slope for storm drain pipes. **Comment Noted – All pipes are shown to have a positive slope but there are still many pipes that have extremely shallow slopes. We recommend revising the storm drain system to provide steeper slopes if possible.**
14. (C3.02) Storm Drain Pipe P-407 has a 0.0% slope listed in the profile. However, given the inverts listed in the profile, the slope is 3.8%. Clarify why CB-407 appears to have a drop. **Addressed.**
15. (C3.02) Add a horizontal and vertical scale to the profiles. **Addressed.**
16. **(C3.02) Add labels to the profiles to verify a minimum 1' vertical separation between the storm drain pipes and other utilities.**

17. **(C3.02) The rim of CB-308 does not meet the proposed grade. Revise the profile accordingly so that all structures rims are at proposed grade.**
18. (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. **Addressed.**
19. (C4.01) Revise the location of the lateral for Lot 68 so that it is not running directly underneath the handicap ramp in the case that this pipe needs to be repaired in the future. **Addressed.**
20. (C4.01) The water services do not appear to be connecting to the water main along Flower Garden Drive. Revise the plan accordingly so that the water services are connecting directly to the main. **Addressed.**
21. (C4.01) Revise the location of the cleanouts for lots 83 and 84 so that they are not directly on top of the proposed water main. **Addressed.**
22. (C4.01) The sanitary sewer pipe between MH 7A and MH 8 appears to run directly underneath the curb. Revise the alignment of this pipe so that there is adequate separation from the curb (the minimum 10' horizontal separation between sanitary sewer and water shall still be maintained). **Addressed.**
23. (C4.01) We recommend that the sanitary sewer manholes are as close to the center of the road as possible. **Comment Removed.**
24. (C4.01) Add the locations of the storm drain pipes to the Utility Plan in grey so that any utility conflicts can be seen. **Addressed with Comment – The following shall be revised due to conflicts:**
  - a. **The sanitary sewer pipe alignment between Sanitary Sewer MH-8 and MH-9 is not acceptable. Shift the sanitary sewer main so that there is adequate horizontal separation between the sanitary sewer main and CB-334, and MH-8 and the existing stormwater pipe. A manhole may need to be added to achieve the necessary separation (see comment #26)**
  - b. **Revise the water main alignment so there is at least 3' of horizontal separation between the water main and catch basins.**
25. (C4.01) Revise the location of the fire hydrant in front of lot 91, so that the tee is not at the same location as the tap for the water service for lot 99. **Addressed with Comment – The proposed fire hydrants are located within the sidewalk. Revise the plan so that the fire hydrants are located between the back of curb and sidewalk.**

26. (C4.01) There is currently an existing storm drain pipe that appears to be extremely close to MH8. Consider revising the alignment or manhole location so that there is adequate separation. **Comment Remains.**
27. (C4.01) Currently, there is a metes/bounds label that is on top of the water main north of lot 102 which makes it appear that the water main is not continuous. Revise the plan accordingly so that the water main is continuous. **Addressed.**
28. (C4.01) Clarify why blowoffs are shown where the water main is still continuous (typically blowoffs are only required at dead ends). If these blowoffs are just temporary while the project is being constructed, then it shall be clarified on the plan. **Addressed.**
29. (C4.02) Label the vertical separation distance between utilities where the vertical separation is less than 2'. **Addressed.**
30. **Add the DelDOT Storm Manhole details to the plan.**
31. **Submit the SWM Report with the next submission.**

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

# City of Milford



## RESOLUTION 2021-10

### Reimbursement of Expenditures Associated with Police Station Project

*WHEREAS, the City of Milford (the "City") expects to issue a maximum of \$20,000,000.00 principal amount of its general obligation bonds or notes (the "Bonds") 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 "Project");*

*WHEREAS, the City has paid and expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with the Project prior to the issuance of the Bonds for the purpose of financing costs associated with the Project on a long-term basis;*

*WHEREAS, the City reasonably expects that certain of the proceeds of the Bonds will be used to reimburse the Reimbursement Expenditures; and*

*WHEREAS, this Resolution is intended to constitute a statement of "Official Intent" pursuant to Treasury Regulation §1.150-2.*

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

- 1. The City finds and determines that the foregoing recitals are true and correct.*
- 2. In accordance with Treasury Regulation §1.150-2, the City hereby states its official intent that a portion of the proceeds of the Bonds will be used to reimburse itself for Reimbursement Expenditures. This declaration does not bind the City to make any expenditure, incur any indebtedness, or proceed with the Project.*
- 3. The City intends to reimburse itself for Reimbursement Expenditures through the incurrence of debt to be evidenced by the Bonds. All expenditures to be reimbursed will be capital expenditures (as defined in Treasury Regulation §1.150-1(b)) or certain other expenditures qualifying pursuant to Treasury Regulation §1.150-2(f).*
- 4. The maximum principal amount of the Bonds expected to be issued for the Project including to reimburse the Reimbursement Expenditures is \$20,000,000.00 including the costs of issuance of the Bonds, but exclusive of original issue discount.*
- 5. Once the Bonds are issued, the City shall allocate, or cause to be allocated, Bond proceeds to reimburse the Reimbursement Expenditures; provided that, except as permitted under Treasury Regulation §1.150-2(f), such costs to be reimbursed were paid not more than 60 days prior to the date hereof. Such allocation shall specifically identify the actual expenditure to be reimbursed and shall occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service, but in no event more than 3 years after the expenditure is paid.*

*NOW THEREFORE, BE IT RESOLVED by Milford City Council, that Resolution 2021-10 is hereby approved and adopted this 28<sup>th</sup> day of June 2021.*

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*Mayor Arthur J. Campbell*

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*City Clerk Teresa K. Hudson*

To: Mark Whitfield, City Manager  
From: Louis C. Vitola, Finance Director  
Date: June 25, 2021  
Re: Reimbursement Resolution – Police Facility Financing

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#### Executive Summary

The enclosed Reimbursement Resolution was prepared by Milford’s Bond Counsel; City Council approval is required in connection with the financing of the Police Facility pursuant to Federal Regulations<sup>1</sup>. This resolution is common for municipal bond issuance, and the City has routinely approved similar resolutions for debt-funded projects in the past.

#### Additional Details

Regardless of the ultimate form of financing, the City will incur (and has incurred) expenses related to the Police Facility prior to the issuance of bonds. Pursuant to Federal Regulations, such expenditures are only reimbursable from future bond proceeds if City Council formally declares its “official intent” to reimburse the expenditures with bond proceeds. The enclosed Reimbursement Resolution, if approved by City Council, will meet the requirements of Official Intent.

#### Summary of Recommendations

I recommend that City Council approve the enclosed resolution to declare the City of Milford’s official intent to reimburse police facility project expenditures through the issuance of bond proceeds.

Thank you for your attention and consideration.

cc: Finance Department

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<sup>1</sup> Internal Revenue Service, Department of the Treasury, Treas. Reg. §1.150-2 for bonds issued after June 30, 1993



The governing body has recessed to Executive Session. The regular meeting will resume shortly.

## CITY COUNCIL MEETING



**Executive Session**  
**has concluded.**  
**Council has returned to**  
***Open Session***