Milford City Hall Council Chambers 201 South Walnut Street Milford DE 19963

CITY COUNCIL AGENDA
July 10, 2023

Per the Limited Public Health Emergency Declaration issued by Governor John Carney on March 1, 2022, and the virtual meeting provisions provided in Senate Bill 94, Milford City Council Meetings and Workshops will be held in the Council Chambers at City Hall. Attendees are welcome to participate virtually as well. Public Comments are encouraged on the agenda items designated with a ℗. Virtual attendees may alert the City Clerk that they wish to speak by submitting their name, address, and agenda item via the Zoom Q&A function or by using the Raise Your Hand function during the meeting. Those attending in person may comment when the floor is opened for that purpose.
All written public comments received prior to the meeting will be read into the record.

This meeting is available for viewing by the public by accessing the following link:
https://zoom.us/j/99156131279
or
http://www.cityofmilford.com/553/Watch-Public-Meetings

Members of the public may also dial in by phone using the following number:
Call 301 715 8592 Webinar ID: 991 5613 1279

6:00 PM
15-Minute Public Comment Period*

Virtual attendees must register prior to start time of meeting by calling 302-422-1111 Extension 1300 or 1303, or by sending an email to cityclerk@milford-de.gov and providing your name, address, phone number, and item name and/or description you wish to comment on.
Persons in attendance that wish to speak must sign up prior to the start of the Council Meeting.

COUNCIL MEETING

Call to Order – Mayor Arthur J. Campbell

Invocation

Pledge of Allegiance

Roll Call

Approval of Previous Minutes

Recognition
- Introduction/New City Employees
- Proclamation 2023-16/Juneteenth Celebration

Staff Reports
- Monthly Police Report
- City Clerk
- Monthly City Manager Report:
- Public Works Department
- Electric Department
- Planning & Zoning Department
- Parks & Recreation Department
- Human Resources
- Economic Development & Community Engagement
- IT Department
- Finance Department

Planning and Zoning Staff Report (continued)
- Comp Plan Future Land Use Amendments Part II

Communications & Correspondence

Unfinished Business

New Business
- Authorization/GPI Inc Proposal/Walnut Street Bridge Redecking Project [1]
- Authorization/Nationwide-Clarke Realty Agreement/Economic Incentive Agreement Extension
- Tenth Street Intersection Study/Century Engineering
- Agreement Ratification/Central Square Naviline/Cloud Hosting Solution [1]

Introduction/Ordinance 2023-26
Lands of Cypress Hall on behalf of Shawnee Farm, LLC
91.69 +/- acres of land located along the west side of Route 113
approximately 3,100 feet south of the Shawnee Road intersection
Application Type: Conditional Use - Comprehensive Sign Plan
Comprehensive Plan Designation: Moderate Density Residential
Zoning District: R-3 (Garden Apartment and Townhouse District)
Present use: Planned Unit Development
Proposed Use: Planned Unit Development
Tax Parcel: 1-30-3.00-261.01, 1-30-3.00-562.00 thru 659.00

Introduction/Ordinance 2023-29
Lands of Mac Rentals LLC on behalf of Cascades Subdivision Phase II
8.05 +/- acres of land located along the south side of Airport Road
1,100 feet east of the Bowman Road intersection
Application Type: Revised Conditional Use/Planned Unit Development
Comprehensive Plan Designation: Moderate Density Residential
Zoning District: R-3 (Garden Apartment and Townhouse District)
Present Use: Vacant
Proposed Use: Multi-family Housing

Tax Parcel: MD-16-173.00-01-04.04 & 04.05

Introduction/Ordinance 2023-27
Amendment to City of Milford Code
Chapter 200/Subdivision of Land/Section 200-4 - Application Procedure
Subsection A - Preliminary Major Subdivision Review
Subsection B - Final Major Subdivision Review

Introduction/Ordinance 2023-28
Amendment to City of Milford Code Chapter 230 - Zoning Code
Article I - General Provisions; Article III - Use and Area Regulations;
Article IV - Off-Street Parking and Loading; Article VI – Signs;
Article VII - Board of Adjustment; Article IX - Conditional Uses; Article X - Site Plan Review;
Article XI – Administration; Article XII – Zoning Amendments

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

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

Return to Open Session

Adjournment

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

ALL 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, DISTRIBUTED, OR PRESENTED AT MEETING ONCE PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE. ANY MATERIALS UTILIZED DURING THE MEETING SHALL BE FROM THE COUNCIL PACKET AND REFERENCED BY PRESENTER USING AUDIO AND VISUAL MEANS TO ENSURE VIRTUAL PARTICIPATION BY ALL IN ATTENDANCE.

℗ *Designated Items only; Public Comment, up to three minutes per person will be accepted.*

**Comments restricted to same date's Council agenda items.*
The time limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers.

060223 062623 063023
070323 Item Removed
070623 Formatting & Spelling Corrected
[1] 070723 Intent/Description Clarified

Milford City Council
MEETING MINUTES
May 1, 2023

The City Council of the City of Milford convened for their Annual Organizational Meeting on Monday, May 1, 2023.

PRESIDING: Mayor Arthur J. Campbell

IN ATTENDANCE: Councilmembers Daniel Marabello, Mike Boyle, Andrew Fulton, Todd Culotta, Brian Baer, Nirmala Samaroo, Jason James Sr., and Katrina White.

ALSO: City Manager Mark Whitfield, Police Chief Cecilia Ashe, and City Clerk Terri Hudson

COUNSEL: Solicitor David Rutt, Esquire

Per the Limited Public Health Emergency Declaration issued by Governor John Carney on March 1, 2022, and the virtual meeting provisions provided in Senate Bill 94, Milford City Council Meetings and Workshops are being held in the Council Chambers at City Hall, with attendees also participating virtually.

CALL TO ORDER

Mayor Campbell called the Annual Organizational Meeting to order at 7:05 p.m.

INVOCATION AND PLEDGE

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

RESULTS OF ELECTION-READING OF REPORT

City Clerk Terri Hudson read the following report into record:

On behalf of the Board of Elections for the City of Milford, I am reporting the certified results of the April 22, 2023 City of Milford Annual Election to be as follows:

Given:
1st Ward Councilperson Daniel Marabello
2nd Ward Councilperson F. Todd Culotta,
3rd Ward Councilperson Nirmala Samaroo
and
4th Ward Councilperson Jason James Sr.

each ran unopposed, an Election for those Offices was not required (pursuant to 15 Del. C. §7555(j)). Each office carries a two-year term beginning the 1st day of May 2023.

After certifying the results of the Annual Election, the Election Board officially declared Councilpersons Daniel Marabello, F. Todd Culotta, Nirmala Samaroo, and Jason James Sr. elected to their respective offices.

Submitted by: City Clerk Teresa K. Hudson

SWEARING IN OF RE-ELECTED COUNCILMEMBERS

Oaths of Offices were then individually administered by The Honorable Noel Eason Primos of the Superior Court of Delaware to the following individuals:

Councilmember Daniel Marabello - First Ward
Councilmember F. Todd Culotta - Second Ward
Councilmember Nirmal Samaroo - Third Ward
Councilmember Jason James Sr. - Fourth Ward

Family members of Councilmembers Marabello, Samaroo, and James stood aside each Councilmember as they were sworn in individually. Chief Ashe held the bible while Councilmember Culotta was sworn in.

ELECTION OF VICE MAYOR

Vice Mayor James opened the floor for nominations for Vice Mayor 2023/2024.

Councilmember Marabello moved to nominate Councilmember James to serve as Vice Mayor for 2022/2023, seconded by Councilmember Baer.

There were no other nominations.

By a unanimous voice vote, Councilmember James was reappointed by his fellow Councilmembers as Vice Mayor.

REAPPOINTMENT OF CITY SOLICITOR

Councilmember Boyle made a motion to reappoint Solicitor Rutt as the City Solicitor for the City of Milford. Councilmember James seconded the motion. Motion passed with all ayes.

COMMITTEE APPOINTEES

The list of the new committee appointments was included in the packet.

ADJOURNMENT

There being no further business, Councilmember Boyle moved to adjourn, seconded by Councilmember James. Motion carried.

The Organizational Meeting concluded at 7:24 pm.

Respectfully submitted,

Teresa K. Hudson, MMC
Recorder/City Clerk

CITY OF MILFORD
COUNCIL MEETING MINUTES
May 8, 2023

The City Council of the City of Milford met in Regular Session on Monday, May 8, 2023, in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware.

PRESIDING: Mayor Archie Campbell

IN ATTENDANCE: Councilmembers Daniel Marabello, Mike Boyle, Andrew Fulton, Todd Culotta, Brian Baer and Jason James Sr.

STAFF: City Manager Mark Whitfield, Police Chief Cecilia Ashe, and City Clerk Terri Hudson

COUNSEL: Solicitor David Rutt, Esquire

ABSENT: Councilmember Katrina Wilson

Per the Limited Public Health Emergency Declaration issued by Governor John Carney on March 1, 2022, and the virtual meeting provisions provided in Senate Bill 94, Milford City Council Meetings and Workshops are being held in the Council Chambers at City Hall, with attendees also participating virtually.

PUBLIC COMMENT SESSION PRIOR TO MEETING

Steven Schuller of 18611 Eleanor Lane in Walnut Village reported he and his wife just moved here. His wife works from home and Xfinity is the only available internet provider. They have experienced a lot of problems with the internet going out multiple times. His wife works remotely and often must leave the home and go somewhere to connect when this occurs. He has talked with Verizon who informed him they want to come into Milford but are unable to due to the inclusivity clause in Xfinity's contract.

As no one else was signed up, the Public Comment Session was closed.

CALL TO ORDER

Mayor Campbell called the meeting to order prior to the unofficial Public Comment Session period at 6:08 p.m.

INVOCATION AND PLEDGE

The innovation was given by Councilmember Wilson, followed by the Pledge of Allegiance prior to the start of the Council Meeting.

ROLL CALL

All members in attendance.

APPROVAL OF PREVIOUS MINUTES

Councilmember Fulton moved to approve the minutes of the March 22, 2023 Workshop, March 27, 2023 Meeting, April 10, 2023 Meeting, and April 17,2023 Workshop Council minutes as presented. Motion seconded by Councilmember Culotta and carried.

RECOGNITION

Proclamation 2023-09/Children's Mental Health Awareness Week

Mya Cherneski, Youth Coordinator from Champions for Children's Mental Health, had requested the proclamation and was in attendance to receive it. See below:

NOW, THEREFORE, I, Arthur J. Campbell, Mayor of the City of Milford, Delaware, do hereby proclaim the week of May 7 to 13, 2023 as Children's Mental Health Awareness Week and urge our citizens and all agencies and organizations interested in meeting every child's mental health needs to unite during that week in the observance of such exercises as will acquaint the people of the City of Milford with the fundamental necessity of a year-round program for children, youth, and young adults with mental health or substance use disorders and their families.

Proclamation 2023-10/National Public Works Week

NOW, THEREFORE, BE IT PROCLAIMED, that I, Arthur J. Campbell, Mayor of the City of Milford, do hereby designate the week May 21-27, 2023 as National Public Works Week and urge all citizens to join with representatives of the American Public Works Association and government agencies to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Proclamation 2023-11/Economic Development Week

NOW, THEREFORE, I, Arthur J. Campbell, Mayor of the City of Milford, Delaware, do hereby proclaim May 8 to 12, 2023 as "National Economic Development Week" and recognize the contributions of our Economic Development and Community Engagement Coordinator and our affiliations, including Downtown Milford, Inc. and the Chamber of Commerce for Greater Milford, and remind community members and business persons of the importance of this community celebration that supports expanding career opportunities and improving the quality of life.

DEMEC Presentation/RP3 Award

DEMEC President and CEO Kimberly A. Schlichting congratulated and presented and the City of Milford and the electric utility with the APPA's (American Public Power Association) Reliable Public Power Provider (RP3) Gold Award. The City was one of 109 recipients that applied and received the honor for power reliability, safety, workforce development, and system improvement.

City Manager Whitfield informed Council he tasked Electric Department Director Tony Chipola to apply for the designation at the time he was hired.

MONTHLY STAFF REPORTS

Complete reports from each department were included in the council packet.

Police Report

Chief Ashe delivered a detailed report of the officer's monthly statistics and department activities during the month.

Councilmember Boyle moved to accept the monthly police report, seconded by Councilmember Fulton. Motion carried.

City Clerk

City Clerk Hudson provided a review of April activities within the clerk's office.

Councilmember Boyle moved to accept the monthly city clerk report, seconded by Councilmember James. Motion carried.

Monthly City Manager Report

City Manager Whitfield furnished a synopsis of several items handled by his staff over the month.

Public Works Department

Public Works Director Svaby reviewed the highlights included in his report.

Electric Department

Electric Department Director Tony Chipola supplied information related to his department.

Planning & Zoning Department

Director Rob Pierce provided a quick synopsis of his department's accomplishments in April.

Parks & Recreation Department

Parks & Recreation Director Brad Dennehy was on leave and no report given as a result.

Human Resources

Human Resources Director Jamesha Williams provided HR highlights from the month.

Economic Development & Community Engagement

Administrator Sara Bluhm shared details of several activities she was involved in during April.

IT Department

IT Director Pettigrew reviewed his monthly report.

Finance Department

Finance Director Lou Vitola provided details of finance and customer service staff undertakings.

Councilmember Boyle moved to accept the city manager and associated departmental reports, seconded by Councilmember James. Motion carried.

COMMUNICATIONS & CORREPONDENCE

Chief Ashe reported that she and Sergeant Tim Maloney signed up for the Going Over the Edge event which will take place in downtown Wilmington where they will repel down the building. They raised a total of $2,200 in support of Delaware Special Olympics.

Mayor Campbell reported that Delaware Legislative Day is on Thursday and invited Councilmembers to attend.

Councilmember James shared that complaints continue to come in from residents at Brightway Commons and asked that our Code Officials continue to work on the deficiencies. Mayor Campbell commended Councilmember Wilson and James for their time and efforts in assisting the residents, many of whom had to be relocated due to the horrific conditions they were living in.

Councilmember Wilson invited Councilmembers to the Fourth Ward Community Meeting to introduce Chief Ashe beginning at 6:00 pm on Thursday, May 11th at Banneker School.

She also proudly announced the plans that are in place for the inaugural Juneteenth Celebration that will be held at the Bicentennial Park that day from 11 am to 4 pm.

Councilmember Samaroo reported a constituent had contacted her with concerns about the ongoing construction causing havoc on Northeast Front Street and hindering access by customers and delivery services to businesses in that area.

Mayor Campbell indicated that the parking spots can be used again which will help.

The Councilwoman also relayed concerns about the homeless population that have now relocated to the northern area of Milford. She asked that more attention be given to the homeless problem by the city in hopes of coming up with some possible solutions, residents in Milford, noting that it will not go away on its own and can only get worse.

Mayor Campbell also noted that the homeless was moved from the Walmart area and should no longer be seen in that portion of the city.

Councilmember Baer said he also spoke with someone around Lighthouse Estates about their concerns.

He also reported it is Nurses Week according to his wife who is a registered nurse.

The Councilman shared that concerns had been expressed by his neighbors about the stop and go at Route 36 and Walnut Street for safety reasons. However, most of the residents seem to prefer it.

Finally, he reminded everyone to vote in the Milford School Board Election tomorrow on May 9, 2023.

NEW BUSINESS

Change Order Authorization/Playground Project/Surfacing Upgrade

Parks and Recreation Director Brad Dennehy discussed the following memo submitted for Council consideration:

The new playground in Memorial Park is currently under construction and taking shape. During construction in consultation with the playground builders and the design professionals we wish to make a change to the surface material underneath the playground equipment.

Woodchip safety surfacing was originally specified for this project, and it was designed and bid accordingly. However, as construction unfolded, evaluation at the site resulted in the recommendation to swap the woodchip base from the start in favor of a poured in place rubber surfacing for the following reasons:

1. It is more level and stable and considered one of the best materials for playground surfaces.
2. It is a safer product and offers better surfacing over time as it does not move.
3. Woodchips tend to move whether by the users, or the weather and require more maintenance (must be constantly replenished).
4. The poured in place surfacing is more durable and lasts longer.
5. Poured in place surfacing allows for more accessibility and is more inclusive for all children.

The cost of the poured in place surfacing with installation is $145,800. There are also design fees associated with this process which would be an additional $10,700 for a total of $156,500. However, by removing the original cost of the mulch there would be a saving of $26,810. Of the $129,690 net funding required to satisfy the change order, approximately

$122,090 remains available from the general fund and electric fund reserve matching funds, FY22 and FY23 Bond Bill (CRF) Funding, and FY23 DNREC ORPT funding across the combined Memorial Park and Riverwalk Improvements Projects.

Sufficient general fund reserves were approved by City Council with the FY23 operating and capital budgets before the grant awards were known, but the change order itself must be approved by Council. Staff formally recommends the shortfall of $7,600 be funded with general fund reserves. The Finance Department had the opportunity to reconcile the Council-approved, grant-funded projects and provided input to the following recommendation.

Director Dennehy confirmed the normal warranty on the surface is twelve to twenty years.

Finance Director Vitola added some additional finance information encouraging Council to use the $7,600 to prevent returning the $129,690 grant funding.

Councilmember Boyle moved to approve the Gateway Construction Change Order #1 in the amount of $129,690 funded primarily through existing grant awards, plus additional funding of $7,600 from general fund reserves, seconded by Councilman James. Motion carried by voice vote with no one opposed.

Adoption Resolution 2023-06/Capital Improvement Plan

City Manager Whitfield informed Council the Charter requires him to prepare a five-year capital improvement plan. Not a budget document, he needs Council concurrence on the projects which align with the strategic plan.

Councilmember James noted that there is no resolution required for the five-year plan and questioned its purpose considering future changes may occur during that timeframe. He also noted that the 2024 capital improvement budget will be included, and approved by Council, as part of the FY24 operating budget.

The City Manager deferred to Finance Director Vitola who agreed but said the financial procedures state that the City Manager is required to produce this information, and I believe that council's resolution accepting it is confirmation that the City Manager has fulfilled his duties to produce this pursuant to the City Code.

He added that adopting the resolution provides credibility to those various organizations that grant money for projects by telling them that City Council supports the handful of projects by explaining the need for their funding and that an administrator in the city is not simply applying for grants to suit the needs of that individual's department's budget.

Councilman James stated that the Charter, Section 6.05 Capital Program, (A) Submission to Council, states:

6.05 Capital Program.

(a) Submission to City Council. The City Manager shall prepare and submit to the City Council a 5-year capital program at the time the annual budget is submitted to City Council as defined in Section 6.02.

(b) Contents. The capital program shall include all of the following:

(1) A clear, general summary of its contents.

(2) A list of all capital improvements which are proposed to be undertaken during the 5 fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements.

(3) Cost estimates, method of financing and recommended time schedules for each such improvement.

(4) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

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

He interpretation is that if Council evaluates the plan, then each year, that plan will roll and provides Council the opportunity to speak on it. He also recalled when Council was presented with a proposed capital plan during a workshop though he believes there have been changes to that plan though he is unaware of those changes.

Solicitor Rutt pointed out that Section 6.07 requires City Council to adopt the capital program by resolution. In addition, 6.09 allows amendments to be made by council after its adoption.

Councilman James noted that is included at the time the budget is adopted. At this point, Council does not have an approved operating budget, nor does it know its impact on the FY24 budget. Instead, Council would be adopting the resolution blindly. He asked the expediency of adopting the resolution when a resolution is adopted when the budget is passed which includes that year's capital plan.

Councilman James asked for a bridge showing the changes that have been made. Council agreed noting that the resolution is adopted at the time the budget is approved which allows sufficient time to review any amendments. Councilmember Culotta pointed out the discrepancies need to be presented and asked for a redlined document showing those changes.

Finance Director Vitola referenced the bottom of page one of the presentation shows the summary of changes between the two versions, even though it was just uploaded today.

A discussion followed regarding the significant changes that have been made in some of the areas, which will impact what occurs in the future.

Council agreed to postpone any action.

Mayor Campbell informed Council that a motion to table was unnecessary.

Introduction/Ordinance 2023-18
Code of the City of Milford
Part II-General Legislation
Chapter 222-Water
Cross Connection Control Program

Mayor Campbell introduced the ordinance.

Public Works Director Svaby presented a summary of the ordinance. It is scheduled for public comment and action by City Council at their May 22, 2023 meeting.

Introduction/Ordinance 2023-20
Conditional Use Application/DE OZ Property Management, LLC
0.373 +/- acres of land located at the southeast corner
of the SW Front Street and N. Church Street intersection
Application Type: Conditional Use
Comprehensive Plan Designation: Commercial
Zoning District: C-2 (Central Business District)
Present Use: Office
Proposed Use: Multi-family Residential
Address: 13 N. Church Street
Tax Parcel: MD-16-183.10-04-69.00

Mayor Campbell introduced the ordinance.

City Planner Pierce provided information on the ordinance adding that the Planning Commission will review and make a recommendation at the May meeting, after which Council will make a final determination on May 22, 2023.

EXECUTIVE SESSION

Councilmember Boyle moved to go into Executive Session reference the below statutes, seconded by Councilmember Marabello:

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

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

Motion carried.

Mayor Campbell recessed the Council Meeting at 7:44 pm for the purposes as are permitted by the Delaware Freedom of Information Act.

At 8:51 p.m., Councilmember Fulton moved to return to Open Session, seconded by Councilmember Culotta. Motion carried.

Land Acquisition

Councilmember Wilson moved that the City Manager move forward, seconded by Councilmember Fulton. Motion carried.

ADJOURNMENT

Councilmember Fulton moved to adjourn the meeting, seconded by Councilmember Culotta. Motion carried.

The Council Meeting adjourned at 8:46 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

CITY OF MILFORD
COUNCIL MEETING MINUTES
May 22, 2022

The City Council of the City of Milford met in Regular Session on Monday, May 22, 2022.

PRESIDING: Mayor Arthur Campbell

IN ATTENDANCE: Councilmembers Daniel Marabello, Mike Boyle, Andrew Fulton, Todd Culotta, Nirmala Samaroo, Brian Baer, Jason James Sr., and Katrina Wilson

STAFF: City Manager Mark Whitfield, Chief Cecilia Ashe, and City Clerk Terri Hudson

COUNSEL: Solicitor David Rutt, Esquire

Per the Limited Public Health Emergency Declaration issued by Governor John Carney on March 1, 2022, and the virtual meeting provisions provided in Senate Bill 94, Milford City Council Meetings and Workshops are being held in the Council Chambers at City Hall, with attendees also participating virtually.

PUBLIC COMMENT SESSION PRIOR TO MEETING

John Jackson of 14 Beaver Dam Drive, Milford, has lived just outside the City for approximately twenty years. He was in attendance representing the Department of Delaware Military Order of the Purple Heart and spoke about making Milford a Purple Heart City which required a proclamation adopted. A plaque will be presented at that time and would provide a couple of parking signs with Purple Hearts and Welcome Combat Wounded Veterans.

The City Clerk will create the proclamation and it was agreed to be presented at the 2023 Riverwalk Freedom Festival.

As no one else was signed up, the Public Comment Session was closed.

CALL TO ORDER

Mayor Campbell called the Council meeting to order at 6:14 p.m.

INVOCATION AND PLEDGE

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

PUBLIC HEARINGS/PUBLIC COMMENTS

Adoption/Ordinance 2023-20
Conditional Use Application/DE OZ Property Management, LLC
0.373 +/- acres of land located at the southeast corner
of the SW Front Street and N. Church Street intersection
Application Type: Conditional Use
Comprehensive Plan Designation: Commercial
Zoning District: C-2 (Central Business District)
Present Use: Office
Proposed Use: Multi-family Residential
Address: 13 N. Church Street
Tax Parcel: MD-16-183.10-04-69.00

See Council packet for complete application beginning on page five.

Planning Director Rob Pierce provide details of the application by reading into record the staff report and referencing related documents.

The public notice was advertised on April 30, 2023 and all property owners of lands within 200 feet of the subject parcel mailed a copy. The Planning Commission reviewed the application and recommends approval by a vote of 7 to zero.

Daniel Bond of 105 North Street, Milford, presented the application, adding that he is representing DE OZ Property Management LLC, introducing Gary Sheftick and Dustin Parker (also of the Parker Group).

Mr. Bond talked about the formation of the LLC whose members wanted to take advantage of the recent opportunity zone tax program which provides tax relief for people who invest in properties or businesses and designated opportunity zones that includes most of Milford on the Kent County side.

This group of investors recently purchased the old Carlisle Fire House on Church Avenue, and the Draper property which is across the street. One of the big challenges was the fire house is within the flood zone and the lowest piece of land in the downtown area.

To meet the city's requirements, the first floor would need to be elevated several feet. Though FEMA does not recommend trying to dry floodproof a building such as this. They will do a wet, floodproofing of the building to protect the structure. If there is a high flood, though the worst he found was three feet in the storm of 1961 that resulted in two to three feet.

Floodgates will be added along the perimeter of the structure to allow floodwaters to flow through the building. keeping the pressure inside and outside, and from below, constant. Then it can be washed out.

FEMA says floodproofing of the first floor can be used for parking, temporary storage, and access to upper floors. Sixteen maximum parking spaces will be added, and architects worked out a design of up to 16 apartments above, which is needed to make the project feasible.

They do benefit from the opportunity zone tax benefit, which requires a ten-year long-term investment. The property was also added to the National Register of Historic Places, individually listed, which is their highest classification. That means it will qualify for State and Federal historic tax credits.

In addition, it is in the Milford's Downtown Development District which provides a 20% reimbursement of the construction cost. With all the subsidies, they hope to make money on the project.

The ground floor will be used for parking and storage due to the possibility of flood that has occurred in the past. The first floor will be geared toward workforce housing with rental apartments that should attract nurses, teachers, and tenants with similar occupations.

The plan is to make this an energy efficient building and believe they will also benefit for some substantial new grants and low-cost financing for renewable energy and energy efficiency. Solar panels are being consider for the roof and geothermal used for the heating and air conditioning. Before the small triangle of land will be turned into a park, wells will be installed that will drive the geothermal heat transfer process which is a very efficient form of heating and air conditioning.

They hope this will result in a group of great downtown apartments for rent by the community.

It was confirmed that after the ten-year owner requirement is met, they could consider a condo type situation where purchasing would be considered. However, they will most likely sell the entire building as apartments at that time.

Though the downtown zoning district does not require parking, Mr. Bond shared that they also purchased the Draper property that has 45 marked parking spaces directly across the street.

Additional plans on other properties were also discussed by Mr. Bond, as well as parking opportunities in the area.

He also noted that an offer has been made to the City of Milford to provide an easement along the river where the small park is planned. If that occurred, the park would be public.

The floor was open to public comment. No one responded and the public hearing was closed.

Councilmember Marabello moved to adopt Ordinance 2023-20 granting a conditional use to DE OZ Property Management to allow a multi-family residential unit, seconded by Councilmember Baer. Motion carried by the following roll call vote:

Marabello-yes, it is a win-win for the City, and it conforms to all the requirement and will be an asset to the city.
Boyle-yes and agrees with Councilman Marabello. It will be a nice addition to the city, and it's a piece of property that's been vacant for about 10 years and will be nice to see it used again and not torn down.
Fulton-yes it complies with Chapter 230 and the variances have already been granted, and Planning Commission's recommendation of 7 to zero speak volumes and it is very well needed for the community.
Samaroo-yes, it complies with Chapter 230, and I believe it will be great for the downtown and provides more apartments and housing for citizens.
Baer-yes and thank Mr. Bond for getting the group together and improving our downtown and enjoys seeing the improvements in the downtown area.
James-yes, for the purposes as stated and thinks it's very important for the city to preserve as much historic value such as this building. And this also addresses a need for our workforce in the City of Milford for workforce housing. It is in great demand, and this helps address that issue.
Wilson-yes, based on the Board of Adjustments approval of all variances, and it is important to keep the characteristic characteristics of the building that our historical districts stay historical. I know Mr. Bond and knows the work he has done for this community. It also complies with the city's comprehensive plan. The building has been empty for a very long time and I am happy of the interest to make this a wonderful structure for whomever comes to our town and there is a need for affordable housing.
Culotta-yes, this is a great investment in downtown Milford and this group that is investing in this, is well respected. I moved here in 1982 and never remember this building having a lot of uses other than some state offices at one time. It is great for Milford.

Adoption/Ordinance 2023-18
Code of the City of Milford
PART II-General Legislation
Chapter 222-Water
Cross Connection Control Program

The complete application can be found beginning on page 28 of the Council packet.

Public Works Director Mike Svaby reported that the change to Chapter 222 of the City Code and the new Cross Connection Control and Backflow Prevention Program are the result of Title 16 of Delaware Code and regulations governing drinking water that took effect in February of 2021. Utilities have until February 2024 to identify sites where the requisite equipment is not in place.

This ordinance identifies the necessary text changes in the Water Code and the program document shows the steps the city will use to roll out the program and identify locations that may not be compliant after inspections are done.

He also recalled that this past November, HydroCorp, Incorporated participated in a meeting virtually. That firm crafted the program for less than $1,000 and other than that, there will be no additional costs to the City of Milford. Any changes needed will be borne by the property owner

When asked if this may impact more commercial or residential properties, Director Svaby explained it will pertain to all though the city will begin with the commercial due to the higher risks with the greater water supply and exposure to cross connection and backflow.

He emphasized that only homes with a risk of backflow, with irrigation systems or other connections, that could expose the public water supply to contamination. Typically, multi-family units do not have irrigation which is the biggest exposure. He reiterated it is driven by exposure and not by use.

The floor was open to public comment. No one responded and the floor was closed to public comments.

Councilmember Boyle moved to approve Ordinance 2023-18, Code the City of Milford, Part II, General Legislation, Chapter 222, Water Cross Connection Control Program, seconded by Councilmember Fulton. Motion caried by voice vote with no one opposed.

COMMUNICATIONS & CORRESPONDENCE

Councilmember James commented on the Touch a Truck event this past Saturday. All the employees were very pleasant, as well as the Carlisle Fire Company. This event shows a downtown event does not have to cost much to bring our residents out.

Mayor Campbell said that the City Manager invited he and Chief Ashe to City Hall that same time where residents came and asked questions. No one came at first, but then a lot of people came later.

The packet included SCAT and DLLG dinner information.

Mayor Campbell reported that DLLG held their General Assembly this past week and approximately sixty people showed up, though the legislators somewhat shunned the representatives, and many left while waiting to meet with their state representatives.

MONTHLY FINANCE REPORT

Finance Director Lou Vitola reported the month finances start on page 69 of the Council packet. The cash balance is down a little bit over $5 million. That is due to the RTT funds that were used to offset the police facility construction costs to save on capitalized interest. So aside from that $5,146,000, the general fund draw of $600,000 marked the variance in in cash this month.

Reviewing the P&L pages, we still look good versus the budget, though not as strong as FY22 due to staffing shortages.

That is not true for the general fund P&L and are still ahead of the total budget, but not as strong as the past two months. As we approach the end of the year in the general fund, we're projecting somewhere around $200,000 that will carry forward from FY23 into FY24 to help offset those budget expenses.

Not much activity in ARPA with 100% in April related to police vehicles.

He reviewed a graph showing all expenses related to the police facility project totally the $16.5 million budget and is preparing the first half of the activity at $8.5 million. There is another $7.3 million of work to be done from a billing respective.

When asked the date the $5 million of RTT transfer will be replaced, Director Vitola said possibly the end of July. Though that $5 million will be used again for the second half of the project.

Lou Vitola, Finance Director: but then we'll be. We'll be incurring expenses for the second half of the project, and we're going to use the 5 million again. Then we'll close on the second half of the project.

Councilmember Boyle moved to accept the April Finance Report, seconded by Councilmember Fulton. Motion carried.

NEW BUSINESS

Adoption/Resolution 2023-07/Final Acceptance/Brookstone Trace Phase 1

City Engineer James Puddicombe explained that this resolution will make the rights-of-way in Brookstone Trace fully the city's responsibility should Council accept them. The streets will be added to the Municipal Street Aid list for funding from the State of Delaware for next fiscal year, because the acceptance is after the FY24 deadline.

This includes sewer, water, storm piping and right of ways (roadways).

The floor was open to public comment.

Jennifer Melson stated she is with Premier Community Association management and is the managing agent for Brookstone Trace, and just wanted to confirm that as far as the stormwater management, as far as everything being past that is contingent upon the approval of Sussex Conservation approving and accepting as all repairs from the stormwater management system.

Engineer Puddicombe explained the stormwater facility is under the purview of the Sussex Conservation District. The city is not an SM4 That stormwater facility is covered by the conservation district under kind of their purview. because the city isn't an MS4 and does not have control of the actual stormwater facilities. The city would be taking over the pipe system. but that work is directed through the conservation district. Today, the city will be accepting the streets, the right of way, the water, and the sewer, as well as the storm water piping, but not the actual facility. That facility is still covered under bond will be completed, though he believes some minor grading is needed. He did check with the conservation district who gave the city the nod to accept it.

Councilwoman Wilson moved to accept Resolution 2023-07 accepting the water, stormwater, sewer systems and rights of way in the Brookstone Trace Subdivision, Phase 1, that will be dedicated for public use into the City of Milford's public utility system, seconded by Councilmember Boyle. Motion carried with no one opposed.

Adoption/Resolution 2023-08/Walnut Village Phase 3

City Engineer Puddicombe stated this is a similar situation. Walnut Village does not have a pump station and instead is all gravity, with individual grinders in Phase 3 for their sewer system. Their water system is a standard water system. and stormwater is like that of Brookstone Trace, where everything is done on the piping side. All items have been repaired, mostly minor, which were completed a couple months ago to ensure the system is in good working condition considering it has been there for about four years.

This will finalize this community and all roads are top coated and includes sewer, water, stormwater piping, and right of ways as well for Phase 3 of Walnut Village, which closes it out as a subdivision and will fall off the city's tracking, but then go into the maintenance period.

The floor was open to public comment. No one responded and the floor was closed.

Councilmember Fulton made a motion to accept the water, stormwater, sewer systems and rights of way in the Walnut Village Subdivision, Phase 3, that are being dedicated for public use into the City of Milford's public utility system, seconded by Councilmember Wilson. Motion carried with no one opposed.

Introduction/Ordinance 2023-21/Petroleum Equipment Incorporated/Cypress Hall
An Ordinance of the City of Milford Granting to Petroleum Equipment Incorporated, Its Successors and Assigns, the Nonexclusive Right, Privilege, Authority and Franchise to Distribute Natural, Mixed or Manufactured Gas and to Construct, Operate and Maintain in, along, and upon Public Places, Associated Mains, Valves, Manholes, Meters, and Connections for Purposes of Distributing Gas to the Inhabitants of Cypress Hall Subdivision Phase I in the City of Milford, in Accordance with the Terms and Conditions of the Franchise Agreement, Executed by All Parties and effective June 24, 2023.

Mayor Campbell introduced Ordinance 2023-21 which involves a franchise agreement to provide propane at Cypress Hall Subdivision Phase I. Council will make a final decision at their meeting on June 12, 2023.

ADJOURNMENT

Councilmember James moved to adjourn the meeting, seconded by Councilmember Wilson. Motion carried.

The Council Meeting adjourned at 7:16 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

PROCLAMATION 2023-16

JUNETEENTH CELEBRATION

WHEREAS, Juneteenth, also known as Freedom Day, Jubilee Day, Liberation Day, and Emancipation Day, celebrates the emancipation of those who had been enslaved in the United States; and

WHEREAS, the nineteenth day of June is officially recognized as the day when enslaved peoples in Texas learned of the 1863 Emancipation Proclamation that had been issued by President Lincoln more than two years earlier; and

WHEREAS, The Juneteenth National Independence Day Act passed the Senate by unanimous consent on June 15, 2021, and the House on June 16, 2021, and was signed into law as Public Law 117-17; and

WHEREAS, the City of Milford is proud to celebrate Juneteenth and the history of emancipation in the United States; and

WHEREAS, Recognizing this important holiday offers an opportunity for all of us to reflect on our history and commit to work together in becoming a more tolerant society; and

WHEREAS, the City of Milford had the privilege of observing its inaugural Juneteenth Celebration this past week; and

WHEREAS, the fun-filled, high-energy event encouraged community members and families to come together to honor the accomplishments, inventions, triumphs, and resiliency of African American, African, and Black peoples in this nation; and

WHEREAS, people from all over the region attended the first Juneteenth celebration in the City of Milford; and

WHEREAS, this celebration was made possible thanks to several volunteers who donated their time to give our community a historical and unforgettable first Juneteenth event; and

WHEREAS, the creation, time, effort, and dedication of Co-Founders/Planners/Councilmembers Katrina Wilson, Jason James, Sr. and family and friends Darron Johnson-Wilson, Darrell Wilson, Tanisha Showell, Mike Bowden, Crystal Megginson, Martina Duffy, Tosajhn Hughes, and Rita Cartwright, and many, many others, speaks to the inspiration of Juneteenth and their dedication to fostering an inclusive community where every resident, regardless of their background, feels welcomed, respected and valued; and

WHEREAS, this group of gratified residents stood on the shoulders of so many visionaries, giants, and leaders who, with unwavering courage, resiliency, and faith, believed in a future where equality and justice would prevail, guiding us toward a brighter tomorrow.

NOW, THEREFORE, I, Arthur J. Campbell, Mayor of the City of Milford, Delaware, do hereby proclaim Juneteenth a recuring holiday and celebration in the City of Milford and ask that we never forget the journey that brought us here, nor the journey that lies ahead, as we stand together, hand in hand, continuing to build a community that honors the past, embraces the present and creates a better future for generations to come.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed hereto this 10th day of July 2023.

_____

Mayor Arthur J. Campbell

Attest: _____

City Clerk Teresa K. Hudson

OFFICE OF THE CHIEF OF POLICE

CECILIA E. ASHE
cecilia.ashe@cj.state.de.us

THE CITY of Milford DELAWARE

400 NE Front Street

Milford Delaware 19963
302.422.8081 Fax 302.424.2330

TO: Mayor and Members of City Council

FROM: Chief Cecilia E. Ashe

DATE: July 3, 2023

RE: Activity Report/June 2023

Chief and Police Command Staff:

Throughout the month of June, participated in numerous conference calls, virtual meetings and in-person meetings including the monthly State, Kent and Sussex Chiefs meetings, DPCC meeting, City Council and Workshop meetings, bi-weekly City Manager's meeting with Department Heads, and PD Staff meetings. Mayor & Council are provided weekly updates on major incidents and activities within MPD throughout the month to ensure they stay informed of all activities.

MPD Activity for June:

- Officers from patrol along with SROs Bloodsworth and Matthews provided traffic control and security for MHS Graduation Ceremony, which concluded safely. Chief Ashe was in attendance for the ceremony along with members of City Council.
- Officers and members of the command staff attended the City's Wellness & Health Fair.
- Chief Ashe and Vicky Sessoms attended Tyler Core Financial Module Training.
- Chief Ashe met with Delaware FirstNet for a Progress Update.
- Retirement Party for Retired Captain Huey & Dispatcher Springer
- Lt. Masten with the assistance of Lt. Young hosted Applicant Testing where we had a total of 67 applicants.
- Chief Ashe attended SLEAF Meeting where we applied and were award over $22,000 in grant funding.
- Chief Ashe attended FBI National Briefing.

- Chief Ashe attended and participated in the State of Delaware Behavioral Health Consortium – Mental Health & Substance.

- Chief Ashe and members of MPD are scheduled to meet with national partners to continue to plan for the October Faith & Blue Weekend.

Community Engagement:

- Chief Ashe had a speaking engagement at the Milford Conversation Event where she met with residents and business owners throughout the city.

- MPD officers (over half the department) ran and participated in the Annual Special Olympics Torch Run.

- Chief Ashe attended the Meadows of Shawnee HOA meeting at the request of Councilman Boyle

- Officers assisted and attended the First State Chainsaw Event in Milford.

- MPD participated in the 4th Ward Celebration – Juneteenth. MPD provided over 200 hotdogs and ice pops for the kids play zone at the celebration.

- Chief Ashe met with members of Avenue United Methodist Church to discuss community engagement activities.

Emergency Preparedness:

Training and Professional Development:

There were several trainings to note during the month of June.

- Sgt. Brittingham and Sgt. Stanton attended the FBI Law Enforcement Executive Development Association (FBI LEEDA): Supervisor Leadership Institute course in Dover, DE. This weeklong course is part of a series of trainings in which our supervisors earn the FBI LEEDA Trilogy Award.

- During the month, five officers attended a training in Dover, DE for the Intoxilyzer 9000. This is part of the State of Delaware's transition from the Intoxilyzer 5000, which is a breath test machine that assists with impaired driving investigation.

- Cpl. Medley attended an Advanced Crisis Intervention Team Training in New Castle, DE. This training provided valuable information about assisting individuals working through a mental health crisis.

- Jenna Haines, S/Cpl. Bloodsworth, Pfc. Matthews and Ptlm. Garrett Smith attended the National Conference to Protect America's Children hosted by the Beau Biden Foundation. This conference, which was held in Fort Washington, MD, was paid for through scholarships awarded to the Milford Police Department by the foundation.

- Sgt. Marino attended the Active Attack Integrated Response Course held in Bridgeville, DE. Sgt. Marino was able to attend this course at no cost due to S/Cpl. Kosiorowski (MPD K9) being an instructor for the class and MPD being awarded a no cost slot in the class.

- Patrolwoman Brasure attended a First Responders Autism Training hosted by the Delaware Network for Excellence in Autism. This training was held at the Milford Wellness Village.

- S/Cpl. Bloodsworth attended the Critical Incident Debriefs, Lessons Learned training held at the University of Delaware. This training, hosted by UDPD, covered post event lessons learned on several high-profile mass casualty events across the country.

Police Headquarters:

- June 13 – Chief Ashe attended PD Project Update meeting.

- June 27 – Chief Ashe attended PD Project Update meeting.

- MPD started to receive the first shipments of the new radio system ordered last month

Social Media/Public Information Update:

Public Information / Social Media Stats for June are as follows:

Our Nextdoor post reached 2,659 people during the month (up 2,527 people). Nextdoor reaches 1872 households (Up 9 from May) in 15 neighborhoods according to statistics provided by the website. Our Facebook page has 13,262 followers (up 104 from May). Posts during the month reached 66,275 people. On Twitter, our Tweets made 1,576 impressions and our followers are at 1,425. Our Instagram account has 1,854 followers and posts during the month reached 2,085 users (up 24.6% from May). Below are some news items that received attention during the month from area media outlets.

Three Men Arrested in Milford Shooting | Latest News | wboc.com

Thursday Night Shooting in Milford Under Investigation | Latest News | wboc.com

Multiple Arrested After Milford Robbery | Latest News | wboc.com

Dates	Hours Worked	Meetings Attended/Hosted	Trainings Attended	# of NEW Contacts	New Contact Notes	# of Diversions from Arrest	# of Diversions from ER	# of Follow-Up's
June 1-June 4, 2023	16	1. Rural Subcommittee Meeting	1. Modern Ethical Violations in a Technological World 2. AED & CPR Training	5	**Referrals to Services:** Domestic 10-81 Public Assistance	1	1	6
June 5-June 11, 2023	49	1. Opioid System of Care Meeting 2. Behavioral Health Consortium - Mental Health and Substance Use Forum for People Experiencing Homelessness	1. Children and Their Psychiatric Needs	8	**Referrals to Services:** Check the Welfare Public Assistance Shoplifting Domestic	0	0	7
June 12-June 18, 2023	61.5	1. Delaware Housing Authority Meeting 2. Pace Your Life - Milford Wellness Village Meeting 3. Georgetown Pallet Village Narcan Training Event	1. The Need For Cultural Competence In Addressing Health Disparities: An Ethical Obligation	8	**Referrals to Services:** Public Assistance Public Intoxication DUI 10-81 Domestic Assist Other Agency	1	3	11
June 19-June 25, 2023 **Juneteenth**	52.5	1. Statewide Behavioral Health Stakeholders Meeting 2. Food Bank Narcan Training Event	1. Teen Substance Use Trends in the Era of Legal Marijuana	7	**Referrals to Services:** 10-81 Public Assistance Domestic Terroristic Threatening	1	0	9
June 26-June 30, 2023	36	1. National Conference to Protect America's Children in National Harbor, MD (3 Day Training)	1. New Laws And Regulations That Impact Mental Health Practices In Delaware	4	**Referrals to Services:** 10-81 Shoplifting Domestic	0	0	5
Totals:	215			32		3	4	38
Overall Totals:	5092.1			1035		79	108	973

Milford Police Department - June 2023 BHU Statistics
Jenna Haines, LCSW, MSW, DE-CMHS
Gregory Bisset, LCSW, C-AADC
Danielle Blackwell, LMSW

OFFICE of the City Clerk
201 South Walnut Street
Milford, DE 19963

THE CITY of Milford DELAWARE

Teresa K. Hudson, MMC
O 302.422.1111 | F 302.424.3558
www.cityofmilford.com

DATE: July 1, 2023

TO: Mayor and Members of City Council

FROM: City Clerk Terri Hudson

RE: June 2023

A lot of time in June was spent preparing contracts and documents for adoption in Fiscal Year 2024. As expected, that trend continues into July.

With the assistance of Accounts Payable Coordinator Faith Argo, numerous line items that required budget transfers were accomplished to close out the FY23 purchase order system. There was more of a sense of urgency, when compared to the normal fiscal year endings, in anticipation of not only the July 1st deadline, but to properly prepare for the software transition to Tyler Technology. Several hours of on-site training were dedicated to the project. We applaud the efforts of City Accountant Sandra Peck, who not only kept everyone informed, but had the arduous task of preparing each of us for the major overhaul.

I have also been working with Customer Services Coordinator Suzanne Frederick to correct and update a variety of fees that were removed from the code book and placed in resolutions over the past few years. The more function process has caused the number of amendments over the past few years to increase though it has been a task to ensure all employees are using the most up-to-date fees. We appreciate the work done by our Customer Service Staff and Sara Bluhm who is helping with the final product.

The Deputy City Clerk and I attended the quarterly meeting of the Delaware Municipal Clerks Association at Arena's Restaurant at the Delaware Coastal Airport in Georgetown. Clerks from Elsmere and Newark made the trip south where some great information was exchanged among the clerks, as well as state and international updates provided.

Deputy City Clerk White also participated in the meeting of the International Institute of Municipal Clerks (IIMC) Region II Conference Planning Committee that followed. As a reminder, Delaware Clerks are proudly hosting the 2024 Regional Conference at the Hyatt place in Dewey Beach. Municipal Clerks from Maryland, Pennsylvania, New Jersey, Virginia, West Virginia, Washington DC, and of course, Delaware, will be attending to take advantage of the professional development opportunities while learning about the latest innovations in our profession. All sessions will be pre-approved for certification credit by the IIMC Education Department. Exhibitors from across the country will also be on hand to introduce their most up-to-date products and services available to local governments.

My office continues to take advantage of online training opportunities being offered to municipal clerks, many through IIMC approved Institution Programs.

The various steps required by State Law and the City Charter relating to the new fiscal year's tax process are almost completed. Following the Property Tax Appeal hearing in July, Council will adopt the FY24 Tax Warrant which directs the City Manager to initiate the billing process. I extend a warm thanks, again, to Customer Service Coordinator Frederick for her direction in the matter.

Those interested in viewing the $1.4 billion State of Delaware bond bill signed by Governor Carney on June 30th, can find the complete document at https://legis.delaware.gov/BillDetail/140718 and selecting View PDF.

Ongoing and upcoming events received to date:

Permit #	Organization	Event Name	Event Date
2023 19	Milford Community Parade	Milford Community Parade	10/18/2023
2023 16	American Foundation for Suicide Prevention	Out of Darkness Walk	10/14/2023
2023 15	Jesus Love Temple	J.L.T Block Party	10/7/2023
2023 17	Acton Childrens Business Fair	Acton Children's Business Fair	10/7/2023
2032 25	Bibi Rodriguez	Mexican Independence Day	9/16/2023
2023 13	Kevin Andrade - The Voice Radio	Maxima Summer Jam 2023	7/16/2023
2023 24	Races to Run Inc	Outrun Hunger - South 5K	7/6/2023
2023 23	Milford Museum	Hippie Fest	8/19/2023
2023 06	Milford Public Library	Music in the Park	6/30/23, 7/5/23, 7/12/23, 7/19/23, 7/26/23
2023 21	DMI	Third Thursdays	6/15/23, 7/20/23, 8/17/23
2023 11	Downtown Milford Inc	Riverwalk Farmers Market	May-October 2023

Monthly Activities

- ❑ Coordinated SCAT Dinner registrations and payments (8)
- ❑ Coordinated SCAT Breakfast registrations and payments (3)
- ❑ Coordinated DLLG Dinner registrations and payments (6)
- ❑ Assisted multiple Delaware Municipalities with policy, procedural and related items
- ❑ Record requests/Assistance from City Departments (7)
- ❑ Record Requests/Assistance from Elected Officials (2)
- ❑ FOIA Requests to Date (59)
- ❑ Coordinate FOIA issues with other Departments to ensure compliance
- ❑ Created/revised/reloaded 06/05 Council Meeting Agenda (2)

- ❑ Created/revised/reloaded 06/05 Council Meeting Packet (3)
- ❑ Created/revised/reloaded 06/12 Council Meeting Agenda (6)
- ❑ Created/revised/reloaded 06/12 Council Meeting Packet (13)
- ❑ Created/revised/reloaded 06/26 Council Workshop Agenda (8)
- ❑ Created/revised/reloaded 06/26 Council Workshop Packet (13)
- ❑ Executive Sessions Year to Date (14)
- ❑ Created/revised/reloaded Planning Commission Notices (3)
- ❑ Created/revised/reloaded Planning Commission Agenda (1)
- ❑ Created/revised/reloaded Board of Adjustment Notices (0)
- ❑ Created/revised/reloaded Board of Adjustment Agenda (0)
- ❑ Created/revised/reloaded P & R Advisory Board Agenda (1)
- ❑ Created/revised/reloaded P & R Advisory Board Packet (1)
- ❑ Created/revised/reloaded Tree Preservation Advisory Council Agenda (0)
- ❑ Created/revised/reloaded Tree Preservation Advisory Council Packet (0)
- ❑ Provided Notary Public Services (6)
- ❑ Transcribed and proofread Minutes from City Council Meetings (3)
- ❑ Transcribed and Proofread Minutes from Board of Adjustment (1)
- ❑ Transcribed and proofread Minutes from Planning Commission (1)
- ❑ Transcribed and proofread Minutes from P & R Advisory Board (0)
- ❑ Transcribed and Proofread Minutes from Milford Community Cemetery Board (0)
- ❑ Transcribed and Proofread Minutes from Tree Preservation & Advisory Council (1)
- ❑ Proclamations Created Year to Date (16 + 3 Copies)
- ❑ Resolutions Created Year to Date (13)
- ❑ Special Event Permits Requested to Date (26)

MARK A. WHITFIELD, CITY MANAGER
201 South Walnut Street
Milford, DE 19963

THE CITY of Milford DELAWARE

PHONE 302.422.1111
FAX 302.424.3553
www.cityofmilford.com

To: City Council and Mayor
From: Mark A. Whitfield, City Manager
Subject: June 2023 Monthly Report
Date: July 5, 2023

- Numerous City staff were in training on the new ERP system (MUNIS by Tyler Technologies). The process being put into place will be a drastic change from past practice but will provide much more detail on expenditures and purchasing that will need to be entered by persons making any type of purchase for the City. The "GO LIVE" date is July 3, 2023.
- City employees attended a Health and Wellness Fair on June 5 The event was organized by the Health and Wellness Committee and was well attended.
- I and Councilman Boyle attended the Community Conversations where Chief Ashe did a presentation.
- Councilpersons Culotta, James, Baer, Mayor Campbell and I attended the SCAT dinner in Lewes.
- Councilman James, Mayor and I attended the SCAT Steering Committee meeting in Georgetown.
- I attended the monthly DEMEC Executive Board meeting.
- I conducted several performance reviews.
- I attended the DEMEC Legislative Luncheon at Legislative Hall.
- Rob, Sara, Mayor and I met with a hotel developer wanting to construct at Home2Hotel next to the Hampton Inn
- Rob, Brad and I met with Chad Carter (Landscape Architect) on the Greenway Project.
- Mayor Campbell (Ronnie), Councilman James (Pam) and I attended the DLLG dinner in Dover.
- I attended the monthly Delaware APWA meeting.
- June 17 - 21 I was in Seattle Washington as a DEMEC representative at the American Public Power Association conference. I attended a number of excellent sessions, including those on small scale nuclear reactors, large scale battery storage for solar, strategic workforce planning, inspired public service excellence, and urban microgrids. General sessions included Jessica Yellin, former CNN reporter, Ron Insana, CNBC Analyst, and Rachel Wilson, Homeland Security Cyber Security.
- Chief Ashe, Jamesha and I attended a negotiation session with the Teamsters representing the dispatchers.
- Councilman James, Sara, Rob and I met with local businessperson regarding their interest in the corporate center.
- Sara, Rob, Valerie and I met with Becker Morgan and Emory Hill on the Milford Corporate Center.

- I attended a meeting with DELDOT, Century Engineering and Representative Shupe on the Cedar Creek Road overpass plans.
- Mayor and I attended a DLLG Executive Committee meeting in Camden to discuss a transition plan for a new director.
- Bill Pettigrew, Solicitor Rutt, Lou and I met regarding a contract with Central Square for cloud hosting during the new ERP implementation.
- Valerie is working on the extending the lease for the Milford Community Gardens at the Armory.
- We received a request to extend the economic incentive agreement with Nationwide for an additional year.
- We continue to work through an issue of substandard sidewalk and curb along 4th Street as part of the police facility project. We have required that both the curb and sidewalk be redone.
- I am pleased to inform you the City Engineer has approved Milford Ponds sections 1.1 – 1.8 for acceptance by City Council.
- With the budget now complete, I am working with Bill McGowan on finalizing the strategic plan.
- Rachel Gaebel, a junior at UD has started her summer internship with the City. She will work 300 hours over the summer month.
- We are working on addressing impact fees for ADUs within the City. More information to come soon.

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

DIRECTOR MICHAEL J. SVABY
O 302.422.1110, EXT 1173
C 302.387.9389
msvaby@milford-de.gov

TO: Mayor and City Council

THRU: Mark Whitfield, City Manager

FROM: Michael Svaby, Director, Public Works

DATE: July 6th, 2023

RE: June 2023 - Public Works Department Staff Report

The following input represents a high-level list of activities and accomplishments for the month of June 2023.

Director's Office

- **Milford HS Co Op Student** – worked with HR, Building Operations and Refuse Supervisor and Counseling staff at Milford High School to identify and hire a summer Co-Op student for Public Works.
- **Milford Church of God (MCOG)** - met with MCOG as property owner of *one of* the key parcels identified to resolve 4th Street flooding problem.

- **Census Construction Report** - Completed Construction Census Report for June

- **Walnut Street Bridge Redecking** – determined new bid advertisement (September/October) and construction schedule (March April) due to conflict with MOT issues on other DelDOT and City of Milford work and events going on.

- **Cross Connection Prevention Program** – Submitted addresses to Hydra Corp for data base input and formulation of inspection manifest.

- **Police Dept Project** - Attended job meetings, filed monthly Department of Labor report for US Census, and reviewed transmittals and progress payments for the PD Building project. Working on sidewalk workmanship issue through City Solicitor's office.

Public Services Division

Streets/ Utilities

- **Health Fair** - Cleaned up, swept and patched parking lots along with assisting on table set up for the City's first health fair, held at the Public Works Facility.

- **Traffic Control and Street Closures** -
    - On Lakeview for the Walter Reed parade from the Masonic building to Rogers Funeral Home.
    - On N and S Walnut for the third Thursday/weekly food truck event
    - On the Areana's Parking lot for the Juneteenth celebration

- **Training** - Training on pothole patcher for the new employees

Building Operations and Refuse

- City Hall: Fixed thermostats and assisted with furniture moving
- Public Works:
    - Fixed exit door at public works/ release was stuck
    - Repaired overhead door for Electric Division
    - Replaced board and censor for Ice machine in warehouse
    - Took account of inventory of solid waste bins near truck bay

Water/Wastewater

- **Fork Landing PS** – Backup pump was returned to the City from vendor and reinstalled at t the PS. Pulled Pump #2 and sent it for maintenance. Debris continues to be a problem, overstressing pumps and other motor-driven works at this location.

- **Knotts Landing PS** - Received Knotts Landing PS Pump #2 back from vendor servicing. Reinstalled this pump into the PS on 6/22.

- **Hampton Inn PS** – Well has had multiple high-level alerts. Replaced burned out relay, cracked float and inspected and cleared checked both pumps.

Engineering Division

- **Milford Ponds** – Notified Milford Ponds LLC and their legal counsel of receipt f conditional acceptance of phases 1.1-1.8.

- **Safe Streets for All Grant (Vision Zero)** – conducted research and analysis of planned and suitable projects in support of pursuing this grant opportunity and prepping it for Council resolution.
- **Drinking Water State Revolving Funds (DWSRF)** – completed and secured signatures for this grant document - for use in the Northwest Water system expansion planned in conjunction with the Milford Industrial Park.

- **Chesapeake Utilities**- met with this utility to discuss possible ROW alignments for provision of Natural Gas lines.

- **Downtown Restroom –** reviewed plans and provided input regarding utility needs of the project

- **Basic Water Operator Course and Exam** attended review course and took this exam, passing with 100%.

- **Soils Lab Tour** – sought and guided interns and engineering techs to Verdantis (formerly Duffield of Hockessin DE) where a soils lab tour was given.

Administration

- **Vermont Energy Investment Corporation (VEIC) Fleet Study** – Assisted in evaluating and providing root fleet data for VEIC analysis.

- **Billable Rate Review/Renewal** – worked with Finance to finalize the FY 24 applicable rates for public construction and inspection billing and provided for Council review.

- **FY 24 Budget Planning** – began coordination of FY 24 Operating Year startup for receiver transactions as well as requisitions and purchase orders.

New Employees/Recognition

- **New Employees** - No new employees started in the month of April

Public Works Department - JUNE 2023	*June 2022*	June 2023	*FY22 YTD (07/01/21-06/30/22)*	FY23 YTD *(07/01/22-06/30/23)*
Streets/Utility Division				
Signs Installed/Replaced	*26*	Data Not Received	242	**312**
Curb Miles Swept	*110*	1,400	5,700	13,550
Sewer Lines Flushed (in feet)	*1,725*	45,000	29,510	110,198
Sewer Back-up Response	*3*	0	35	21
Sewer Line Repaired	*0*	0	4	3
Water Hydrants Flushed	*8*	15	381	191
Fire Hydrants Replaced/Installed	*0*	0	10	2
Water Line Repair	*1*	0	15	11
Water Valves Exercised	*24*	20	245	158
De-icing Salt Used (tons)	*0*	0	104	1
Potholes Filled - Cold Patch	*53*	40	574	505
Potholes Filled/Spray Patch - Gallons Emulsion Used	*4*	100	11	200
Leaves Collected (Tons)	*0*	0	102	113
After Hours Calls	*9*	Data Not Received	71	**56**
Crack Sealing (pounds of sealant used)	*0*	100	600	1,540
Work Orders Completed	*10*	Data Not Received	226	**176**
Storm Sewer Inlets Cleaned	*83*	95	791	937
Street Closures/Festivals	*3*	4	34	30
Engineering Division				
Utility Locates Completed	*187*	Data Not Received	*1,977*	**1832**
Infrastructure Work Orders Completed	*0*	Data Not Received	*94*	**202**
Backfill Inspection Work Orders Completed	*0*	Data Not Received	*127*	**123**
Operations Division				
Fleet Work Orders Completed	*37*	Data Not Received	*273*	**300**
Fuel Use-Diesel (Gallons)	2,740	2,523	*7,699*	28,939
Fuel Use-Gas (Gallons)	4,208	4,388	*44,061*	35,637
Blue Def (Gallons)	*104*	85	*120*	916
Solid Waste & Facilities Division				
Refuse Collected (Tons)	*265.64*	332.22	*2,987*	4,022
Recycle Collected (Tons)	*57.68*	67.62	*774*	924.52
Yard Waste Collected (Tons)	*48.45*	46.15	*587.22*	**542.9**
Missed Collections	*Data Unavailable*	38	*Data Unavailable*	519
Bulk/Brush Collection Requests Completed	*48*	57	*648*	699
Containers Delivered	*56*	45	*507*	440

Containers Serviced (Swap, Replacement, Removed)	*23*	20	*580*	290
Facilities After Hours Calls	*Data Unavailable*	Data Not Received	*Data Unavailable*	**93**
Facilities Work Orders Completed	*Data Unavailable*	Data Not Received	*Data Unavailable*	**211**
Water & Waste Water Facilities Division				
Water Treated (Millions of Gallons)	*Data Unavailable*	not complete	*306,614,200*	**238,002,900**
Waste Water Transferred (Millions of Gallons)	*Data Unavailable*	95,026,000	*224,840,000*	409,631,000
Work Orders Completed	*57*	Data Not Received	*502*	**529**
Pump Stations Cleaned	*Data Unavailable*	Data Not Received	*2*	**21**
After Hours Calls	*5*	Data Not Received	*30*	**62**
Public Works Projects - JUNE 2023	Planning Stage	Bid/PO Award	In Progress	Complete
Water				
Install Automated Blow-off Valves 2 in stock	Charlie / James	Charlie	Charlie	simpson/mil. Pon
Protection Upgrades Caulk & 10th Street Towers	Steve			
Water Tower Altitude Valve at Caulk Tower	Charlie / James	Schrock	Complete	**DONE**
Water Trtmnt Monitoring & Process Control Upgrades (4&5)	Steve / Steve Z.		X	on going
City-wide Valve & Hydrant Replacement/Improvements	Charlie / James	Charlie	Charlie	
Standardized Water Treatment Facility Controls	Steve / Steve Z.		X	on going
DNREC Water Allocation Permit	Steve	State	Complete	**DONE**
Sewer				
Truitt Avenue PS Groundwater Investigation & Repair	KCI	KCI	X	KCI
SCADA Instrumentation Upgrades & Integration	Steve / Steve Z.		X	On going
Targeted Inflow and Infiltration Investigation & Repair	KCI	KCI	X	KCI
North Shore Pump Station Hatch Replacement	DBF	?		
Streets				
Mispillion, McColley, Marshall Streets Reconstruct/Paving				
Fisher Ave				
Financing for Private Sidewalk Improvements				
Street Resurfacing and Rehabilitation, ADA Ramps				
Installation of ADA Compliant Ramps				
Walnut Street Pedestrian Crossing (Landscaping)				
Truck Turning Study				
PARKING				
BUILDINGS				
PW-Complex Security				X
Shutter Painting and Molding Repair- City Hall				X
Siding Replacement- Parks & Rec				X

HVAC Replacement- Parks & Rec				X
Exterior Lighting- Parks & Rec				X
Basement Waterproofing- Customer Service				X
Concrete Repair Drive-Thru- Customer Service		X		
Door Replacement- Armory		X		
HVAC- Armory		X		
Facilities Management Binder				
PW Facility Roof Drainage Repair/Replacment	X			
Public Works Equipment & Vehicles - JUNE 2023	Planning Stage	Bid/PO Award	In Progress	**Complete**
ELECTRIC				
Replacing Vermer Trencher (E128)				
Replacing 3 Phase Wire Trailer (E114)				
Replacing Dump Truck				
TECHNICAL SERVICES				
WATER				
Replace W-16 IR Compressor				
Replace W-8 F250 2022	Ordered	**Hertrich**	Ordered	**Still on Hold**
Replace W-15 Pick up 2022	Ordered	**Hertich**	Ordered	**Still on Hold**
SEWER				
Replace SE-2 Ford F250 Pickup 2022	Ordered	**Hertrich**	Ordered	**Still on Hold***
STREETS				
SOLID WASTE				
Grappler Hook Body			X	
GARAGE				
Hetra Lifts for fork lifts				X
WAREHOUSE				
Indoor Forklift			X	

*line 10 Automatic Blow flusher being installed at Simpson Crossing

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

Anthony J. Chipola III, Electric Director
PHONE 302.422.1110, Ext 1137
achipola@milford-de.gov

To: Mayor and City Council
From: Anthony Chipola, Electric Director
Subject: June 2023 Electric Dept Staff Report
Date: July 7, 2023

Director's Office

- Hired new Associate Engineer – Cornelio Ramirez-Contreras
- Attended document management discussion w/ various City Departments
- Participated in Tyler Training
- Developed 10 year Load forecast as per DEMEC requirement
- Created Equipment Condition Assessment tracking and reporting application
- Attended DEMEC Board Mtg
- Set up training session for New Hire
    - Job Shadowing of various groups and personnel
- Participated in monthly AMI support call with AMP
- Interviewed candidates for open Line Tech / Groundperson positions
    - Two offers made
- Participated in discussions RE: Public Works Emergency Generator
    - Internal mtg w/ PW departments to discuss options
    - Met with potential Contractor for Repairs
- Met with concrete contractor to discuss site work for EV Charger installation
    - Coordinated through City Engineer J. Puddicombe and I. Lopez-Estrada
- Participated in Arborist Interview
- Developed Electric Service Application for Subdivisions
- Developed Lockout / Tag out procedure for all of Public Works
- Reviewed plan changes for various developments and updated Electric Design(s)

Electric Lines

- Continued construction activities for New Business
- Field Audits and supervision of Asplundh crews performing tree trimming
- Developed various estimates for new developments
- Responded to various outages

Technical Services

- Participated in AMI monthly support call
- Coordinating and provided training for new Associate Engineer
- Met with various contractors to specify metering equipment and advise on installation.
- Developing Displays for SCADA
- Processed multiple applications for solar panel interconnections

Electric Department -June2023	June 2022	**June 2023**	FY22 YTD *(07/01/21-06/30/22)*	**FY23 YTD *(07/01/22-06/30/23)***
Electric Division				
Trouble Service Call	14	**16**	262	**224**
Work Orders Completed	26	**34**	466	**402**
Outages	16	**3**	123	**70**
LED Street Lights Replaced	5	**6**	165	**143**
New Service Install	3	**10**	81	**56**
Poles Replaced	12	**1**	30	**35**
After Hours Calls	25	**7**	151	**155**
Trees Cut (Days)	X	**1**	X	**23**
Technical Services Division				
New Electric Service Installed/Meter Set	6	**8**	235	**123**
New Water Service Installed/Meter Set	4	**2**	89	**52**
Electric Meter Replacement	8	**4**	51	**78**
Water Meter Replacement	85	**60**	512	**649**
Work Orders Completed	745	**819**	5,999	**8,140**
After Hours Calls	8	**1**	61	**66**

3 Outages-2 equipment failures, 1 auto accident

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

TO: Mayor and City Council

FROM: Rob Pierce, AICP - Planning Director

DATE: July 3, 2023

RE: June 2023 – Planning Department Staff Report

- During the first six months of the 2023 calendar year, the City issued 48 new residential construction permits and three building permits for 72 new multi-family residential units. The total construction investment in Milford through the end of June based on issued building permits was $54,427,779.
- The City of Milford has seen 170 projects with a committed investment of over $33.7 million within the Downtown Development District (DDD) area since September 2016 (based on permit valuations from submitted applications). The State of Delaware has committed or awarded over $3.6 million in grant funds for both large and small commercial and residential projects in Milford. The City has waived over $950,00 in permit fees and taxes associated with these projects in accordance with Chapter 19 Economic Development and Redevelopment and DDD program guidelines (click the below link to see project locations).
  https://milfordde.maps.arcgis.com/apps/MapSeries/index.html?appid=ab3ecb0d8cbc44d884b7c3063f75125c
- The Planning Commission will review three land use applications and two code amendments at the July meeting. The land use applications include a preliminary site plan for The Lab at Seascape, an amended conditional use/PUD and preliminary site plan application for Cascades – Phase II and a comprehensive sign plan for the Cypress Hall development. The Planning Commission will review an amendment to the subdivision code related to approval procedures along with zoning code amendments that were a result of several Planning Commission workshops over the past six months.
- The Board of Adjustment will review two variance requests at the July meeting. One is for a lot coverage exceedance on NE Fourth Street and the second is for a minor subdivision of the William Allen Property Management, LLC project on Silicato Parkway for lot width and off-street parking.
- The City received a resubmission for the Lab at Seascape preliminary site plan application and has placed this item on the July Planning Commission agenda for review.
- The City received a comprehensive sign plan request for the Cypress Hall development and has placed this item on the July agendas for review.
- The City reviewed a preliminary site plan application for an expansion at the existing 84 Lumber property on McCoy Street and are awaiting resubmission of the plans.
- The City reviewed a preliminary major subdivision application from Milford Housing Development Corporation for Riverwalk Villas for the construction of a 27-lot townhouse development and are awaiting resubmission of the plans.
- The City reviewed the resubmission for the Cascades – Phase II preliminary site plan application and placed the item on the July agendas for review.

- The City reviewed a final major subdivision resubmission for the Westwood development on Williamsville Road and is awaiting resubmission.
- The City received a resubmission of the Milford Middle School redevelopment project and are currently reviewing the plans.
- The City received a preliminary site plan application for the Westwood Subdivision Clubhouse and are currently reviewing the plans.
- The City received final copies of the PAM Milford site plan for signatures.
- The City receive final copies of the Masten Circle, LLC site plan for signatures.
- Staff attended the weekly ERP Project update meetings.
- Attended an Equity Roundtable discussion hosted by the Dover/Kent County Metropolitan Planning Organization.
- Met with the Public Works Department and Milford Church of God representatives to discuss a potential project that impacts their property from the NW 4th Street Flood Study.
- Staff attended the first Tyler Implementation meeting for the Business License Module. The Department is targeting the beginning of December to transition to Tyler software for our business license program.
- Attended Dover/Kent County MPO Technical Advisory Committee meeting.
- Met with the owner of the Hampton Inn to discuss the potential construction of a second hotel in the northeast neighborhood.
- Participated in the DART Reimagined Technical Advisory Committee meeting.
- Submitted mid-year Comprehensive Plan Future Land Use map amendments for the Milford Corporate Center, Burris Foods, Inc, and Kenton property. PLUS meeting for these three requests will be held in July. Public Hearings will be scheduled with the Planning Commission in September. A copy of the PLUS submission is in the packet.
- Attended monthly Milford Corporate Center project update meeting.
- Staff submitted a Downtown Development District expansion request to the State of Delaware for the area located along S. Washington Street between SE Second Street and Jefferson Avenue that was discussed at the June 5, 2023 City Council workshop.
- Staff is in the beginning stages of preparing for a Downtown Development District renewal application submission. Our current designation expires in 2026 and the State has provided an application for current districts to renew their designations for another 5 years. The renewal would extend our designation until 2031. We can submit a renewal request towards the end of August 2023.
- Staff continue to work towards implementing the goals and objects of the 2018 Comprehensive Plan, SE Master Plan, Downtown Development District (DDD) application, Rivertown Rebirth Master Plan and Strategic Plan (see below links).
    - **2018 Comprehensive Plan & SE Master Plan (Click Here to View)**
    - **Downtown Development District Plan (Click Here to View)**
    - **Rivertown Rebirth Master Plan (Click Here to View)**
    - **Strategic Plan – Press Play: Vision 2023 (Click Here to View)**

Case Activity:

	Total
New Cases	20
Closed Cases	9
Open Cases at Start of Period	489
Open Cases at End of Period	500

*174 open cases are for tall grass, which stay open the entire growing season.

Violation Activity:

New Violations Cited	Total
Abandoned Vehicle	3
Dangerous Tree	5
Furniture Violation	0
Generic Violation	3
Property Maintenance Violation	1
Rubbish & Garbage	1
Weeds & Grass	4
Zoning Use Violation	3
Total	20

Rental Licenses Issued: 44
Vendor Licenses Issued: 0
Contractors Licenses Issued: 13
Business Licenses Issued: 0

Building Permits Issued:

Permits Issued by Type	Count
Commercial Demolition	0
Commercial Foundation	0
Commercial Building Permit	15
Construction Trailer	0
Residential Demolition	0
Residential Building New Construction	17
Residential Renovation/Accessory	20
Roof/Siding Permit	3
Sign Permit	6
Solar Panel Permit	0
Utility Permit	5
Total	66

Inspections Performed:

Inspections Performed by Type	Count
Footer	17
Foundation	12
Framing	20
Insulation	6
Final	36
Residential Rental	37
Total	128

PARKS & RECREATION DEPARTMENT
207 Franklin Street
Milford, DE 19963

PHONE 302.422.1104
FAX 302.422.0409
www.cityofmilford.com

TO: Mayor and City Council

FROM: Brad Dennehy-Parks and Recreation Director

DATE: 07/05/2023

RE: June 2023 – Parks and Recreation Staff Report

Parks

- Park staff continued to do weekly trash runs in the downtown of municipal trash and recycling cans.
- Staff continued to cut grass at all City maintained facilities.
- Continued to irrigate the sports fields at Tony Silicato Memorial Park. Assisted the Hispanic soccer league with preparing fields so they could be used on Sundays through the month of June, this will also continue through the month of July.
- Staff assisted the Lion's club with taking a truck and trailer to the Union cemetery so Lion's club members could do a cleanup event.
- Park Superintendent assisted with helping to organize the first "Health and Wellness" event which was well attended by city personnel.
- Staff assisted with helping to remove the "Flags for heroes" in Bicentennial Park. Bicentennial Park was then quickly prepared for the next event which was "Juneteenth". Staff assisted with coordination of port-a-johns, delivery and setting up of mobile stage, setting up of the PA system, setting up of a pop-up tent and coolers for ice. Staff also assisted the event with garbage collection day of the event.
- Several areas alongside the Riverwalk were trimmed for low hanging trim limbs and shrubbery was pruned.
- Our seasonal flower waterer continued throughout June to maintain the hanging baskets and flowerbeds.
- June was problematic in terms of several days of drought-like conditions, followed by several days of rain and high humidity. This created challenges in grass cutting throughout the city. At times of heavy rain staff are reassigned to preform maintenance on all equipment.
- Staff continued to monitor and stay current on the See-click-fix items which were assigned to the Parks Department.
- Park Superintendent also attended the monthly safety meeting at City Hall.
- Staff trimmed trees and shrubs at City Hall and the Finance building and cleaned the parking lot.

- Two other areas were mulched in the downtown area (median strip on Walnut Street and in front of the Jesus Love Temple).

Recreation

- **Summer Soccer Camp**
  - Our soccer camp starts 7/10/2023 and will end 7/13/2023. This year we elected to increase the length of the camp by an hour. We hope this added instruction time will help benefit the kids and aid newcomers for the upcoming fall season.

- **Summer Basketball Camp**
  - August 7th – 10th This new camp will be held at Banneker elementary and will feature 20hrs of basketball instruction. Participants will be exposed to both fundamental skills as well as in game scenarios. Lunches will be provided for all participants.

- **Summer Flag Football Camp**
  - Our Summer Flag Football Camp this year will be run by in-house staff. This program will take place July 17th – 20th. We will be increasing the length of our camp this year by an hour. This camp will focus strictly on the fundamentals of flag football.

- **Summer Tennis Camp**
  - Our Tennis camp this summer takes place July 10th – 13th. Instruction will be provided by MHS Tennis coaches and players.

- **Summer Pickleball Camp/Clinic**
  - Pickleball Camp and Clinic will feature quality instruction from local pickleball enthusiasts that hold a rating of 3.7+. This new program takes place August 14th – 17th and August 21st – 24th.

- **Summer Kickball League**
  - Our summer youth Kickball league is currently underway. This new program includes and the fun aspects that good old backyard sandlot kickball includes. We play every Thursday until August 10th.

- **Summer Fun Club**
  - Summer Fun Club is in full swing. We capped off our first week of fun with visits to Killen's Pond State Park and Shell We Bounce Lewes. Our second week features trips to White Water Mountain Water Parks and Cape Henlopen State Parks. Summer Fun Club enrollments have surpassed last year's numbers by around 20 brand-new participants.

- **Fall Programs**
    - Coordinators are currently developing activities for this coming fall. We anticipate program information being released in the coming weeks.

Other

- Director and Park Superintendent attended the Riverwalk Freedom Festival meeting in preparation for the festival.
- Director met with the City Planner and design consultant to discuss the initial concept for the Deep Creek Herring greenway trail system.
- Director met with DelDOT and the design consultant to discuss approvals for the Gateway and signage project for Milford. This will be an application process the city will have to apply for before we can proceed with any planting.
- Director met with the new Director of Abbott's Mill. Director and was asked to sit on the Abbott's Mill advisory council. A new Memorandum of Understanding was created and signed by both the city and the Delaware Nature Society. We are optimistic that some of their programming will be offered again in Milford as we continue to strengthen this relationship.
- The lighted handrail project was completed with the installation of timer for the low voltage LED lighting. We are happy with this project and how it turned out.
- Progress on the new children's playground continues. Due to the change order and rubber surfacing, additional stone had to be brought in to raise the grade. Progress continues on the pickleball courts, with the completion of the pervious paving.
- Director put together the Parks and Rec. Advisory board meeting packet for the quarterly meeting.
- Director and other staff attended training in preparation of the migration of financial software.
- Staff worked diligently to ensure all cash receipts were submitted before the end of the financial year.
- Director and other staff members participated in an interview for the vacant arborist position.

HUMAN RESOURCES
10 SE Second Street
Milford, DE 19963

THE CITY of Milford DELAWARE

PHONE 302.424.5142
FAX 302.424.5932
www.cityofmilford.com

TO: Mayor and City Council

FROM Jamesha C. Williams, MBA, MSL- Human Resources Director

DATE: July 5, 2023

RE: June 2023 –Human Resources Department Staff Report

- Extended 2 job offers for the position of Electric Ground Technician.
  1-external candidate
  1-internal promotion

- Interviews conducted for the positions of Electric Line Technician and Arborist/Urban Forestry Coordinator.

- **Current Job Openings as of July 5, 2023:**
- Accountant-1 opening
- Arborist/Urban Forestry Coordinator-1 opening
- Electric Line Technician, First Class, or Second Class-1 opening
- Police Dispatcher-1 opening
- Police Officer-3 openings
- Public Works Equipment Operator II-Solid Waste-1 opening

- Attended Police Dispatchers Union Negotiations with the City Manager, Mark Whitfield and Police Chief, Cecilia Ashe.

- Worked with the Electric Director, Tony Chipola and received approval from The Office of Registered Apprentice Delaware for our lineman program.

- Rooster Recipient: Jay Clark, Electric Line Technician, Third Class

- A special thank you to the Reward & Recognition Committee Members for putting together the City's 1st Annual Wellness & Health Fair. Shelly Muise, Charlie Nordberg, Katrina White, Ralph Skinner, Mimi Velazquez, and Howard Willis.

- Employee Spotlight: Timmy Barnett, Electric Line Supervisor

EMPLOYEE SPOTLIGHT

TIMMY BARNETT
LINE SUPERVISOR

How long have you worked for the City of Milford?
23 years.
Have you always worked in this role?
No, I started as a groundman on the line crew.
What is your favorite thing about working for the City?
Problem Solving.
What do you enjoy doing in your free time?
Fishing.

Timmy's personable nature and willingness to support both his colleagues and customers make him an invaluable member of the team. He maintains continuous communications ensuring that every job runs smoothly and is available day or night to respond to system emergencies. Timmy's dedication to the City and its residents is highly commendable.

- Anthony Chipola, Electric Director

CITY HALL
201 South Walnut Street
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

Economic Development, Public Information,
and Community Engagement Office
O: 302-725-2068

To: City Council and Mayor
From: Sara Bluhm, Economic Development & Community Engagement Administrator
Subject: June Monthly Report
Date: July 5, 2023

Economic Development

- Met with Home2Suites owner about building a hotel next to the Hampton Inn; shared economic development incentives and discussed land requirements
- Attended quarterly DE Prosperity Partnership Partners Meeting
- Completed host application for Economic Recovery Corps fellow; 65 host sites will be selected by Fall 2023 for a 2.5 year fellow
- Completed TIIF Annual Report
- Attended GPI ribbon cutting; intern produced "Why Invest in Milford" video
- Intern completed Why Invest in Milford commercial featuring Penny Building; click to view
- Drafted new listing agreement for Independence Commons available lots
- Met with potential investor for Milford Corporate Center and followed up with incentives and parcel maps
- Met with DE Prosperity Partnership representatives to locate a satellite office in Milford
- Chatted with Jack Riddle, president of Community Bank and sponsor of the local municipal segment on WGMD 92.7, on the radio about Milford's latest and greatest
- Attended June Chamber Mixer

Community Engagement

- Participated in the City Employee Health Fair with the Delaware Diabetes Coalition
- Began discussions with UD Art Dept. to partner on Downtown Mural project; also received written permission from the Salvation Army to paint a mural on the back of their building
- Attended PACE Your LIFE 1-year anniversary
- Received confirmation of state funding to include ACP flyer in all July utility bills in addition to monthly newsletter

Meetings/Trainings

- Attended June Leadership Delaware sessions; themes - Policing, Homeland Security, Corrections, and Leadership
- Participated in city staff ERP training
- Participated in Kent County Tourism Budget meeting
- Participated in weekly streets update meeting with PW Dept
- Met with BMG regarding Milford Corporate Center planning (2x)
- Met with VEIC for monthly EV feasibility study status meeting
- Attended monthly Kent County Tourism board meeting
- Attended Rural and Tribal Assistance Pilot Program Informational Webinar
- Completed annual performance review
- Attended Milford Chamber Board meeting on behalf of the City Manager

- Onboarded new UD intern, Rachel Gaebel
- Participated in 1:1 mid-year check-in with LDI CEO, Jen Cohen
- Met with Milford Public Library treasurer
- Attended Cross Connection Control Program public communication tool kit training
- Off boarded Videography/Photography Intern, Kent Milligan; position not funded in FY24 budget

Social Media/Website

- June 2023 Insights:
    - City of Milford Facebook: 73 new likes (total: 3,449); 80,352 reached (57,388 last month); 1,640 page visits (1,402 last month)
    - Parks & Rec Facebook: 14 new likes (total: 3,376); 2,843 reached (5,967 last month); 1,114 page visits (2,173 last month)
    - Instagram: 19 new likes (total: 1,216); 958 accounts reached (1,112 last month); 93 profile visits (92 last month)
    - Twitter: 102 impressions, 123 profile visits, 3 mentions, 1,361 followers
    - ChatBot: 87 self-service resolutions; 54% self-service resolution rate; $435 cost savings
    - MyMilford: 55 issues created; 37 issues closed; Average Days to Close: 5.6

Email Campaigns

- June utility newsletter to full database (customers and business license holders) (5,518): 51% open

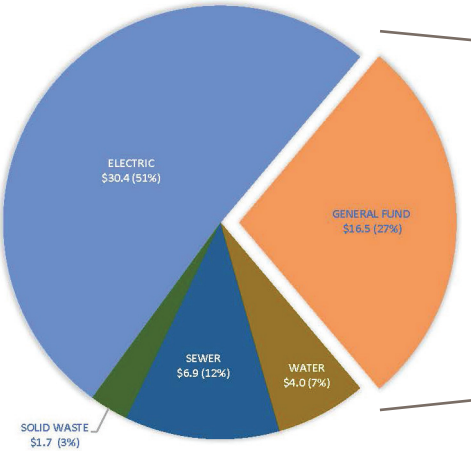
Press Releases & Coverage

- Participated in several news interviews regarding Milford Ponds expansion and Downtown Streetscape public comment

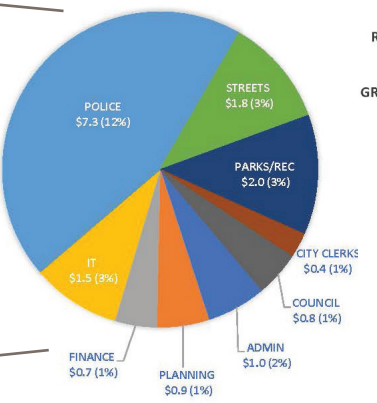
THE CITY of Milford DELAWARE
River Town • Art Town • Home Town
Vol. III • Issue 7

Fiscal Year 23-24 Approved Operating Budget (in millions)

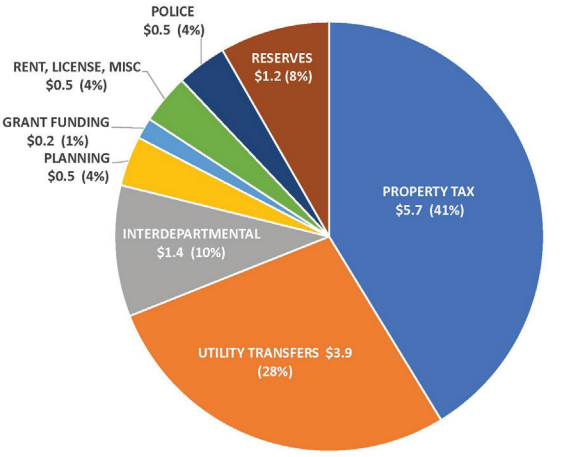
EXPENDITURES
CITY WIDE TOTALS



EXPENDITURES
GENERAL FUND BREAKOUT



INCOME
GENERAL FUND BREAKOUT



Milford City Council adopted the FY2024 Operating Budget on June 12, 2023. The following highlights also include Capital projects funded with this year's budget priorities. The rightmost pie chart shows the City's funding sources, while the pie charts at left breakout City-wide spending plans by service and function. The FY2024 budget satisfies growing personnel requirements while sustaining momentum in the City's ongoing beautification, recreation, and infrastructure enhancements. Public safety is likewise at the top of the City's priority list, as the new police facility (approved in 2021 by referendum) and upgraded patrol fleet will be in service by the end of the year. The pedestrian crossing at the Walnut St. bridge, various streetscapes projects, the Maple St. bridge replacement, several walking and bike paths, parking lot rehab downtown, a public plaza fronting City Hall, improved gateways into Milford, and ADA accessibility initiatives all speak to demands from City residents for a more beautiful, walkable community. Projects enabling public Wi-Fi access, EV charging stations, LED street lights, payment kiosks, and public restrooms downtown are aimed at convenience and efficiency for Milford's residents and visitors. Continued investments in the Milford Corporate Center will promote economic growth to protect the costs of living and operating for Milford's citizens and businesses, respectively. The City's funding constraints, evident in the mix of funding sources in the rightmost pie chart, heighten the importance of raising funds beyond our taxpayers and utility customers. Property taxes are insufficient to cover the cost of police operations, let alone the entire City administration. Without utility support and the City's determined pursuit of grant opportunities, significantly more pressure would fall on property taxes. Over the last three years, grant funding and utility transfers accounted for $17 million and $8.5 million in revenue, respectively. Going forward, utility funds will generate more than $3.5 million each year to benefit public safety, parks and recreation, streets, public works and technology, proving Milford's public utility model will pay dividends to all residents for years to come.

Public Utility Education

By Mike Svaby, Public Works Director

The Growing Pains of a Growing, Developing City

The amenities that make life in Milford very desirable by most residents' standards take time, money, organization and sometimes, short-term sacrifice – to achieve. The age-old expression – "You have to break a few eggs to make a cake" is alive and well in the City of Milford.

Some of the most desirable features of a city like Milford include being able to walk to most destinations; having safe, paved alignments for bike use; not having utility wires overhead, ruining the City's horizon and sky view above while still enjoying the easy availability of electric and communications lines – these all come with a price. Most people understand this. What is commonly forgotten is the short-term disruption to every-day life that stands between convenience and the current state.

Not so hypothetically, maybe we cannot cross a bridge on our usual route to work, maybe our car gets dusty while a new community facility or home is being built nearby, or even more relevant to Milford life today – maybe both of these nuisances are occurring at the same time. While no one would disagree that traveling can be a hassle in a growing environment, these are the growing pains of success and prosperity; they will become the "creature comforts" of everyday life, literally the roses that we'll be "smelling along the way".

The only way to ease the sting of inconvenience is to seek to be aware of what's happening and make adjustments to your travel timetable in the best way you can. The City seeks to inform you about these activities on a regular basis, all the while knowing there is always room for improvement in the audiences we reach, the various media on which we choose to relay the information, and the range and detail of the information shared. You are encouraged to seek day-to-day information about traffic and conditions on our website (www.cityofmilford.com) and DelDOT Travel Advisories webpage (www.deldot.gov/Traffic/travel_advisory/#advisories) in the case where DelDOT may be working on a road, bridge, or utility or signal upgrade – in the City of Milford. Finally, if you have ideas on how we can better inform you or you have any questions about what is going on around you, go to the City's website address above and click on "Bucky" to find the space where you can share your idea or question.

Downtown Milford is a busy place - just wait, you're gonna like it!

City Office Closures

City offices will be closed Tuesday, July 4 for the holiday. Trash, Recycling and yard waste may differ on these dates. Check the schedule online at www.cityofmilford.com/87/Solid-Waste

Employee Spotlight

Timmy Barnett

Electric Line Supervisor

1. How long have you worked for the City of Milford? 23 years
2. Have you always worked in this role? No, I started as a groundsman on the line crew.
3. What is your favorite thing about working for the City? Problem solving.
4. What do you enjoy doing in your free time? Fishing

"Timmy's personable nature and willingness to support both his colleagues and customers make him an invaluable member of the team. He maintains continuous communications ensuring that every job runs smoothly and is available day or night to respond to system emergencies. Timmy's dedication to the City and its residents is highly commendable."

- Anthony Chipola, Electric Director

Recycle in Delaware

Want to know where to recycle in Delaware? Use the QR code to the right to learn more!

Water Quality Report

The 2023 Water Quality Report is available on City home page. Use the QR code to the right to learn more!

Do you have what it takes

to be a public servant?

Join the City of Milford for a career that matters!

Now hiring the following positions:

Accountant

$80,166.88

Electric Line Technician, First Class

$91,769.60

Electric Line Technician, Second Class

$83,428.80

Public Works Equipment Operator II-Solid Waste

$45,252.11

Public Works Equipment Operator-Streets

$45,252.11

Arborist/Urban Forestry Coordinator

$54,755.06

Apply Online @ www.cityofmilford.com

Milford DELAWARE

Education SUPERHIGHWAY

GET CONNECTED *to* FREE HOME INTERNET

The Affordable Connectivity Program (ACP) is a federal government program that offers eligible households **$30/month** toward home internet services.

4 Steps To Get Connected

1
VISIT bit.ly/Milford-GetACP
Get a checklist to simplify the application process

2
APPLY
Use your personalized checklist to apply for ACP

3
CONFIRM
Receive confirmation that you qualify

4
ENROLL
Select Internet Service Provider and enroll in service plan

Visit bit.ly/Milford-GetACP to see if you qualify, what you'll need to apply and how to connect to plans that are free with ACP.

Scan the code to get started.

CONÉCTESE A INTERNET *en el* HOGAR **GRATIS**

El Programa de Conectividad Asequible (Affordable Connectivity Program, ACP) es un programa del gobierno federal que ofrece a los hogares elegibles **$30/mes** para servicio de Internet.

4 Pasos Para Conectarse

1
VISITE bit.ly/Milford-GetACP
Obtenga una lista de verificación para simplificar el proceso de solicitud

2
PRESENTE LA SOLICITUD
Use su lista de verificación personalizada para solicitar el ACP

3
CONFIRMAR
Reciba la confirmación de que usted califica

4
INSCRIBIRSE
Seleccione el proveedor de Internet e inscríbase en un plan de servicio

Visite bit.ly/Milford-GetACP para saber si califica, qué necesitará solicitar y cómo conectarse a planes que son gratuitos con ACP.

Escanee el código QR para comenzar.

INFORMATION TECHNOLOGY
201 South Walnut Street
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

City Hall 302.422.1098
www.cityofmilford.com

Date: July 10th 2023

To: Mayor and City Council

From: Bill Pettigrew

Re: July 2023 Information Technology Department Staff Report

Cybersecurity

Last month IT identified and removed several older firewalls that could have caused vulnerability issues, this month we are forcing a group password policy and multifactor authentication for our Microsoft 365 accounts. These best practices are needed to protect against vulnerabilities, and possible network intrusion. With virtualization completed and ERP core financials implemented the IT team will be dedicating a majority of it's time enhancing the City's security posture. We recently added endpoint management software to be pro active to find and fix critical vulnerabilities.

The Affordable Connectivity Program (ACP)

Thanks to Sara Bluhm Milford will be sending out notifications in all utility bills about the ACP program. The mayor agreed to be part of a press release being sent out of the lieutenant governor's office regarding ACP. Milford currently has 417 households that take advantage of ACP as of April, data is from USAC, which lags 2-3 months.

IT's Role in the ERP Project

Core financials was implemented last week, this was a great collaboration on finance, IT and the project team.

Riverwalk Public Wi-Fi

A vendor got back to us with some hardware recommendations and ideas that we are evaluating. We have followed up with Comcast, we have not heard back with a solution from them as of date.

Document Management

IT is working to find the best solution for our city-wide document management needs, we are looking at exporting our current system as well as if we should utilize a module from our new ERP solution, or a more powerful enterprise document management system.

Milford –Training

Milford IT now has access to over 7,000 training courses for our techs as well as skills training for city employees.

Central Square's Naviline Cloud Hosting – Central square extended Milford a 50% discount on cloud implementation and split that implementation cost over 2 years. This discount made it lucrative to act on this already budgeted project. Pending council's approval this will give us business continuity, removes the vulnerability of tape backup, and allows us to decommission two IBM iSeries systems and all maintenance and support associated with them. We are shooting for early August for implementation. A memo from Finance will follow.

FINANCE DEPARTMENT
10 SE Second Street
Milford, DE 19963

THE CITY of Milford DELAWARE

PHONE 302.424.5140
FAX 302.424.5932
www.cityofmilford.com

To: Mayor and City Council
From: Louis C. Vitola, Finance Director
Date: July 5, 2023
Re: June 2023 Finance Department Staff Report

- Monthly Financial Reporting
  - The Report for the YTD period ending May 2023 was presented to City Council
- Staffing
  - The recruitment for the new Accountant position yielded several strong candidates; interviews are being scheduled the second week in July due to ERP implementation conflicts
- Training and Improvement Efforts
  - The Finance team participated in extensive training and implementation sessions as the Tyler ERP core financial module neared the July 3, 2023 go-live date
    - The conversion was largely successful with the new system operating in parallel
    - Tyler and finance staff continue to work on ramping up, training, other deliverables
- Police Facility Project Financing
  - USDA Officials continue to participate in weekly project update meetings when available
  - Construction activity – financial summary:

Police Facility Project: Budget & Payment Activity	Approved Budget	Incurred thru 6/30/23	Less: Retainage & Unpaid	Paid as of 6/30/23
Construction & CM: Total Bid Awards	$ 13,650,954	$ 9,653,082	$ (1,046,132)	$ 8,606,950
Plus (Less) Proposed Change Orders	300,310	-	-	-
Subtotal: Construction & CM Contracts	$ 13,951,264	$ 9,653,082	$ (1,046,132)	$ 8,606,950
Other Project Expenses & Contingencies				
Design / Architect (BMG)	$ 823,088	$ 812,333	$ (14,693)	$ 797,640
Builder's Contingency	226,667	-	-	-
Owner's Contingency	670,897	515,388	(329,985)	185,403
Owner's FFE ($350k) / Tech ($150k)	500,000	-	-	-
Subtotal: Pre/Post-Construction & Contingencies	$ 2,220,653	$ 1,327,721	$ (344,678)	$ 983,043
Grand Total Project Budget	$ 16,171,916	$ 10,980,802	$ (1,390,810)	$ 9,589,993

- FY24 CIP and Budget Process
  - 6/12/23: Council approved the Final Budget Draft v3 with supporting materials
  - 6/26/23: Council approved FY24 rates for solid waste and public works
  - The final FY24 budget and CIP documents were posted to the City's website as approved
  - FY24 budget messaging was included in the July newsletter
- FY22 Audit
  - The FY22 audit process has been delayed from the outset as a result of the extended FY21 process
- Billing & Customer Service Department
  - Staff are planning for the FY24 property tax billing; September 30 falls on a Saturday this year, so property tax *bills will be due (not postmarked, but received) by close of business on September 29*
  - Past Due Property Tax Statistics for **Current** and Prior Years are reported in the following tables:

Property Tax Levy	Past Due ($000) as of: 11/1/22	12/1/22	1/3/23	2/2/23	3/1/23	4/1/23	5/1/23	6/1/23	7/1/23	As % of Levy 7/1/23
2022 ***(FY23)***	$237	$208	$197	$169	$132	$113	$98	$94	$93	1.9%
2021 & Prior	$202	$196	$196	$186	$176	$125	$121	$115	$98	2.0%
Total	**$439**	**$404**	**$392**	**$355**	**$308**	**$239**	**$219**	**$209**	**$190**	**3.9%**

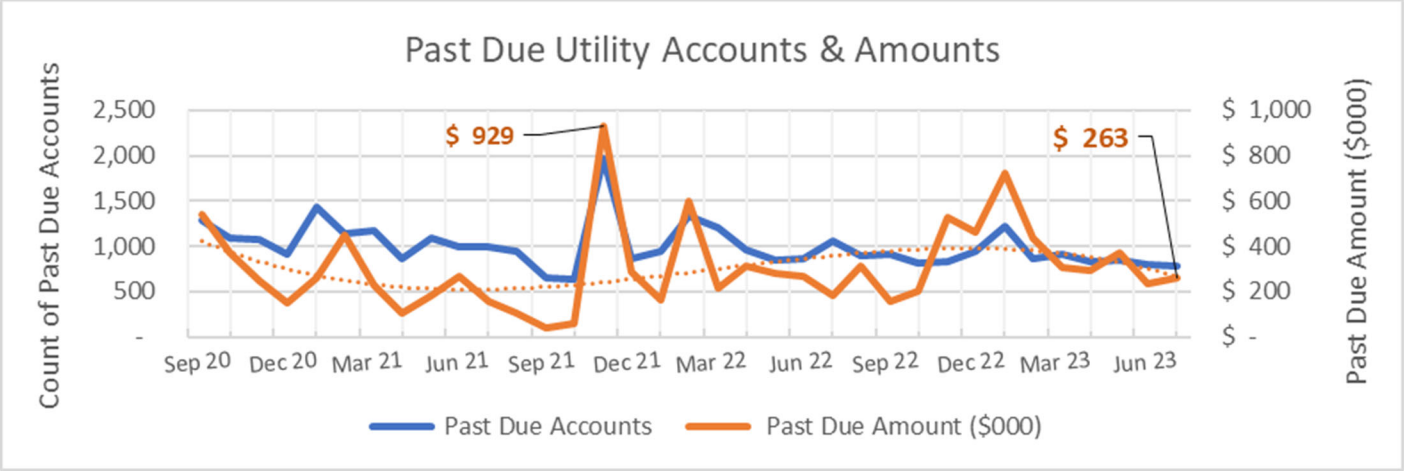
Property Tax Levy	As of: 7/1/22	As % of Levy 7/1/22
2021 ***(FY22)***	$64	1.4%
2020 & Prior	$159	3.4%
Total	**$222**	**4.8%**

FINANCE DEPARTMENT
10 SE Second Street
Milford, DE 19963

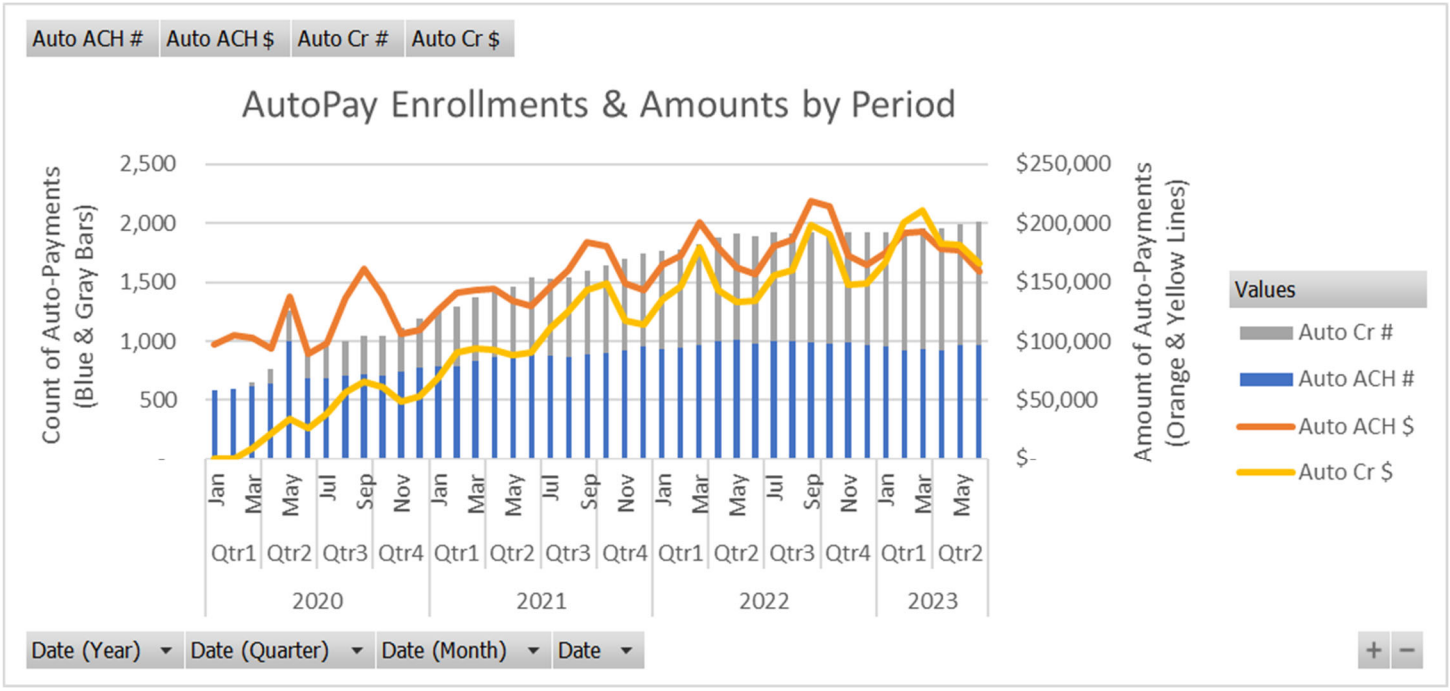
THE CITY of Milford DELAWARE

PHONE 302.424.5140
FAX 302.424.5932
www.cityofmilford.com

- Billing & Customer Service Department, Continued
  - Past due utility balances improved since last month across all but one category



  - June results are favorable compared to both the average and last June in terms of the dollar amount and number of customers with past due balances outstanding
    - The accounts with any amount past due (blue line) are 22% below the long-term average and 26% below last June
    - The dollar amount past due (orange line) is about 14% lower than the long-term average but 43% higher than last June, which was lower (better) than 80% of all months reported
  - The graph below exhibits the number and dollar amount of automatic payments by type and period from 2020 through June 30, 2023
    - The auto-payment count is up for thes second month in a row (up 2.7% total), while dollar volume is slightly lower for the second month in a row (down 9.8% total)
    - The auto-payment count is 6.2% higher this June than last (over 2,000 payments for the first time), and dollar volume is almost $34,000 higher (12%) than last June



General Overview

The 2023 Part II amendment to the 2018 Comprehensive Plan includes three future land use map amendment requests. Two requests are from private property owners and one is from the City of Milford.

Amendment #1 – City of Milford – Milford Corporate Center

The City is the owner of Kent County Tax Parcel MD-16-173.00-01-01.00 which is being developed by the City of Milford as a future business and industrial park known as Milford Corporate Center. The City is requesting permission to change the future land use for a portion of the parcel from Industrial to Commercial. The change would extend the Commercial Future Land Use further into the property along Milford-Harrington Highway (Route 14) and Canterbury Road (Route 15) as shown on the provided exhibit. The purpose of the map amendment is to align the Business Park (BP) and Limited Industrial (I-1) zoning district boundary with the proposed lot layout.

The City submitted a comprehensive plan future land use map amendment in 2021 for this property, changing the future land use from Moderate Density Residential to a mixture of Commercial and Industrial. The intent of the previous amendment was to have Business Park (BP) zoning along the visible Route 14 and Route 15 frontages. The City estimated the lot depths along Route 14 and Route 15 at the time. The City is now working towards final record plans and construction plans for this development, and has an accurate understanding of the internal lot layout.

Amendment #2 – Kenton Property

The City has received a request from the property owner of Kent County Tax Parcels MD-16-183.07-01-12.00 and MD-16-183.07-01-14.00 to change the future land use of the properties from Industrial to Commercial. Both parcels are vacant and are being used for industrial storage. The owner has requested the land use change to potentially redevelop this corner into commercial under the C-3 Highway Commercial zoning classification. Adjacent properties located along Rehoboth Boulevard are classified Commercial Future Land Use in the City's Comprehensive Plan and are zoned C-3. The proposed request would be consistent with the surrounding uses and consistent with the City's vision of NE Front Street being a gateway into Milford from Route 1.

Amendment #3 – Burris Foods, Inc.

The City has received a request from the property owner of Sussex County Tax Parcel 3-30-10.08-070.00 to change the future land use of the property from Open Space to Industrial. The property has been utilized by Burris Foods, Inc. for as a fenced-in industrial storage area associated with adjacent industrial building since at least 1992 per First Map's Historic Imagery application. If the comprehensive plan amendment and change of zone request is approved, the owner intends to prepare a lot line adjustment plan and incorporate this area into the adjacent industrial zoned parcel. The property is also home to several baseball/softball fields for which the owner allows the Milford Little League to utilize. The comprehensive plan amendment would allow the industrial use to be separated from the recreational/open space use.

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

DATA SHEET FOR 2023 COMPREHENSIVE PLAN AMENDMENT

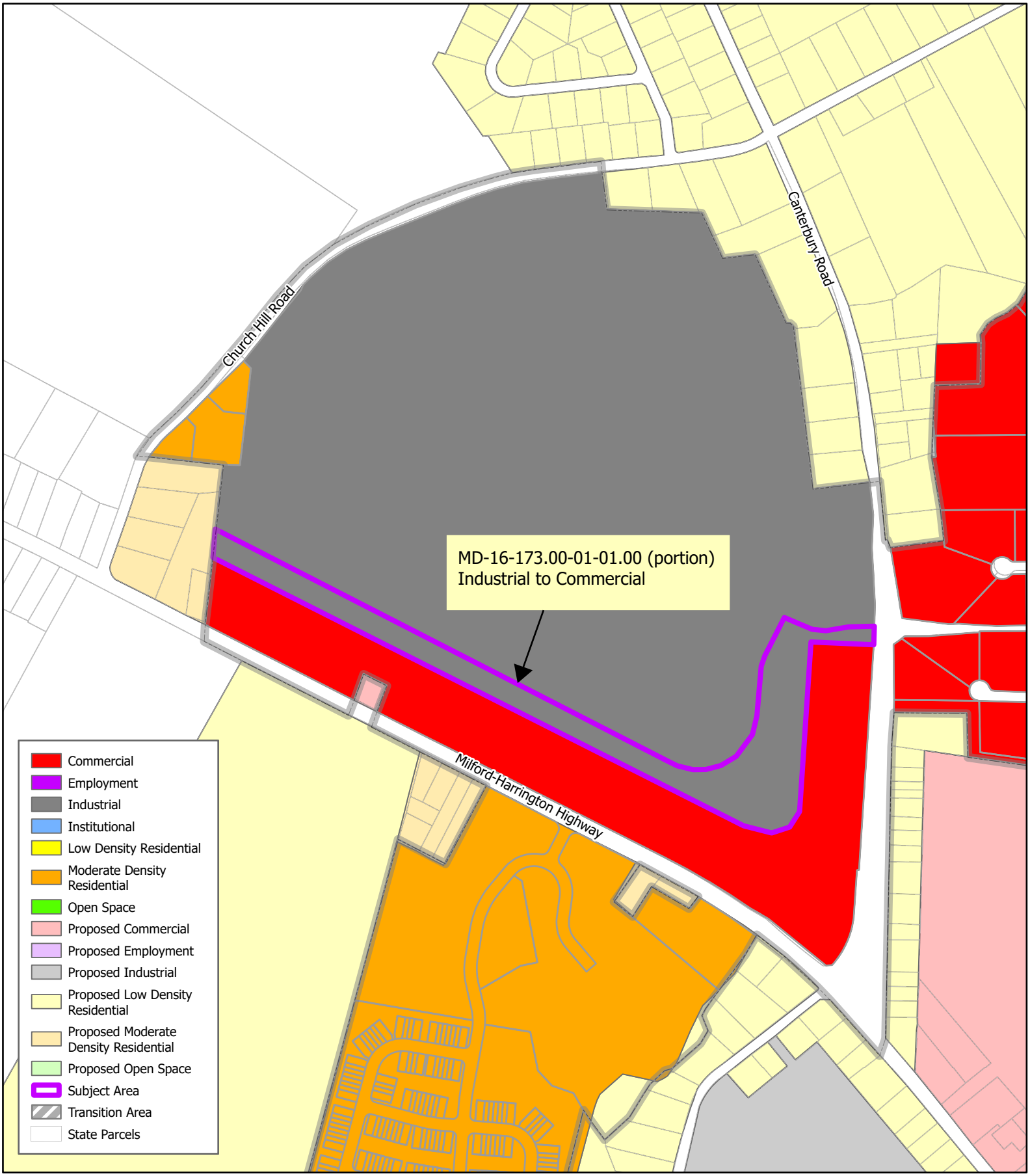
CITY OF MILFORD – MILFORD CORPORATE CENTER

Planning Commission Meeting: TBD

City Council Meeting: TBD

Ordinance Number	:	2023-xx
Applicant	:	City of Milford 201 S. Walnut Street Milford, DE 19963
Application Type	:	Comprehensive Plan Future Land Use Map Amendment
Present Comprehensive Plan Map Designation	:	Industrial
Proposed Comprehensive Plan Map Designation	:	Commercial
Tax Map & Parcel(s)	:	MD-16-173.00-01-01.00 (portion)

ENC: Staff Analysis Report
PLUS Comments
Exhibit A – 2023 Comprehensive Plan Amendment
Ordinance 2023-xx



THE CITY of Milford DELAWARE

Scale: 0 360 720 Feet

Drawn by: WRP

Date: 06/08/23

Filepath: 2023_CompPlanAmendment_ExhibitA.aprx

Title:

Exhibit A

2023 Comprehensive Plan Map Amendment

Future Land Use Map

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

DATA SHEET FOR 2023 COMPREHENSIVE PLAN AMENDMENT

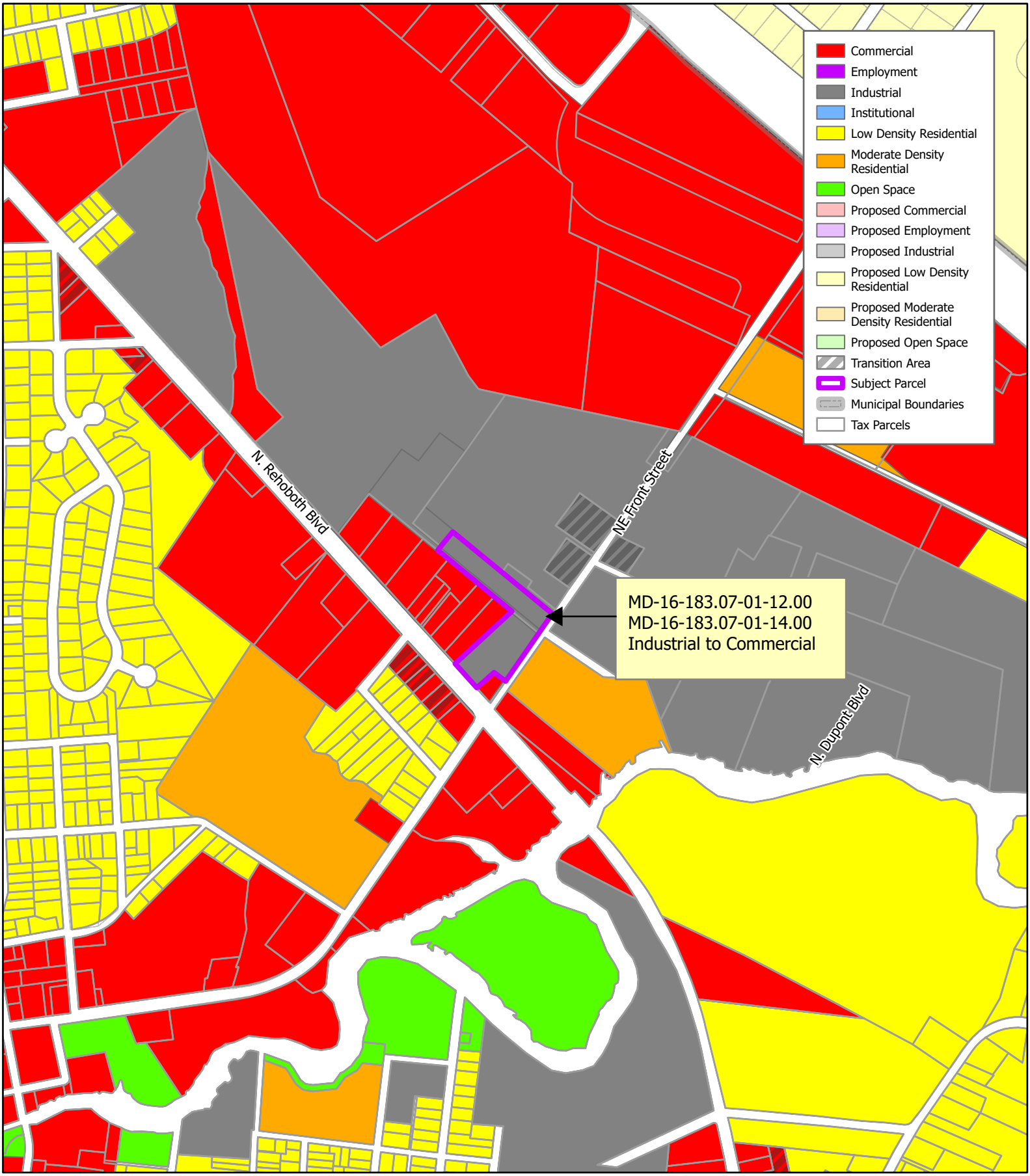
KENTON PROPERTY

Planning Commission Meeting: TBD

City Council: TBD

Ordinance Number	:	2023-xx
Applicant	:	Joyce A. Kenton, Randall D. Kenton & Frederick J. Kenton 15886 Winners Circle Lincoln, DE 19960
Application Type	:	Comprehensive Plan Future Land Use Map Amendment
Present Comprehensive Plan Map Designation	:	Industrial
Proposed Comprehensive Plan Map Designation	:	Commercial
Tax Map & Parcel(s)	:	MD-16-183.07-01-12.00 & 14.00

ENC: Staff Analysis Report
PLUS Comments
Exhibit B – Comprehensive Plan Amendment
Ordinance 2023-xx



THE CITY of Milford DELAWARE

Scale: 0 360 720 Feet

Drawn by: WRP

Date: 06/14/23

Filepath: 2023_CompPlanAmendment_ExhibitB.aprx

Title:

Exhibit B

2023 Comprehensive Plan Map Amendment

Future Land Use Map

March 18, 2023

City of Milford
Planning and Zoning
Rob Pierce
80 Vickers Drive
Milford, DE 19963

Mr. Pierce:

Re: Property Zoning Change

As per our conversation, we, Joyce A. Kenton, Randall D. Kenton and Frederick J. Kenton owners of 609 N E Front Street and 701 N E Front Street, Milford, Delaware would like to have the zoning changed from I-1 to C-3 on the parcels listed below

Tax parcel numbers are:
MD-16-18307-01-1200-000
MD-16-18307-01-1400-000

If you have any questions, please feel free to contact Randall D. Kenton @ 302-242-3663 or Frederick J. Kenton @ 302-242-3807

Respectfully

Joyce A. Kenton

Randall D. Kenton

Frederick J. Kenton

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

DATA SHEET FOR 2023 COMPREHENSIVE PLAN AMENDMENT

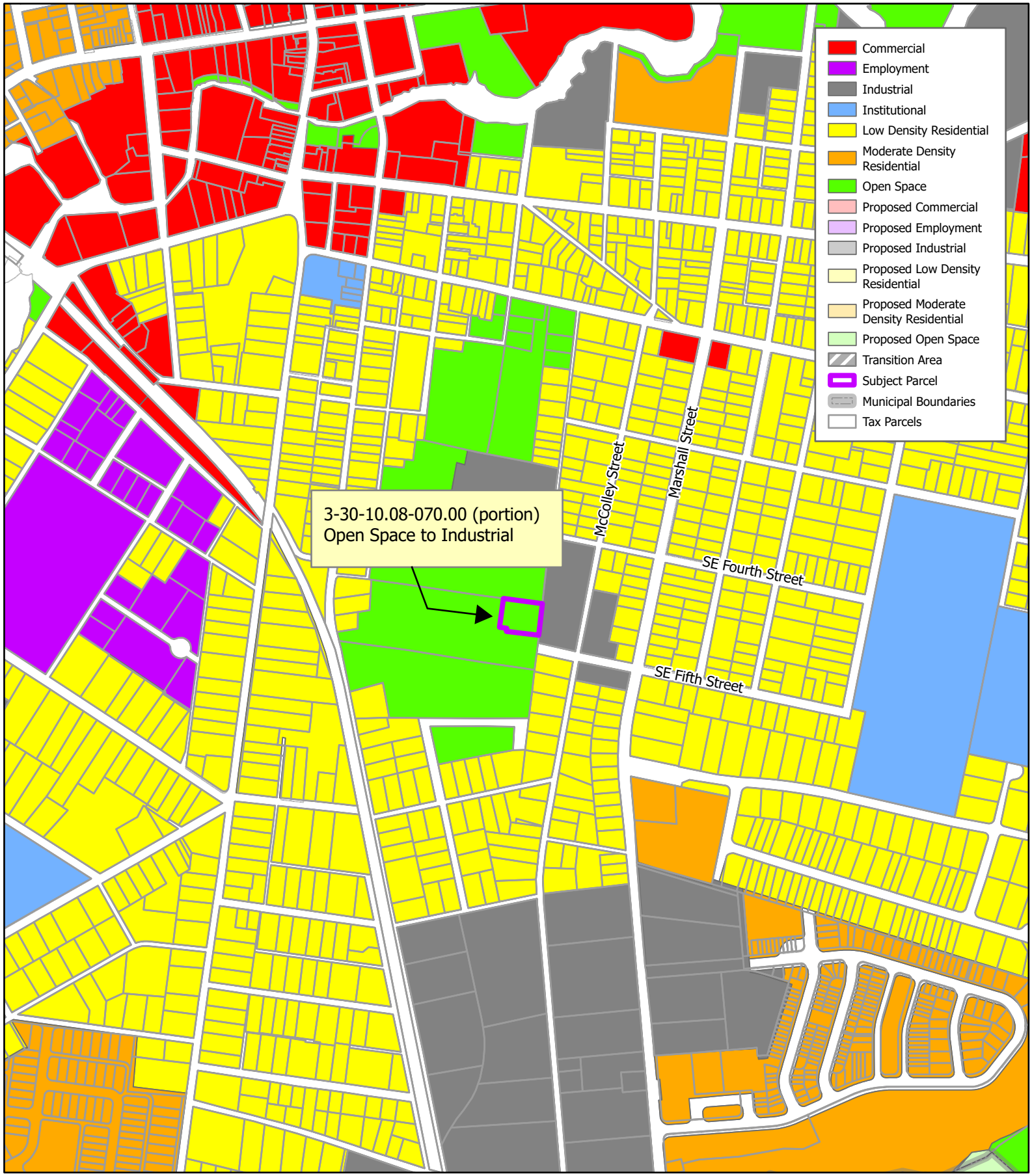
BURRIS FOODS, INC.

Planning Commission Meeting: TBD

City Council: TBD

Ordinance Number	:	2023-xx
Applicant	:	Burris Foods, Inc. 501 SE 5th Street Milford, DE 19963
Application Type	:	Comprehensive Plan Future Land Use Map Amendment
Present Comprehensive Plan Map Designation	:	Open Space
Proposed Comprehensive Plan Map Designation	:	Industrial
Tax Map & Parcel(s)	:	3-30-10.08-70.00 (portion)

ENC: Staff Analysis Report
PLUS Comments
Exhibit A – Comprehensive Plan Amendment
Ordinance 2023-xx



THE CITY of Milford DELAWARE

Scale: 0 360 720 Feet

Drawn by: WRP

Date: 06/14/23

Filepath: 2023_CompPlanAmendment_ExhibitC.aprx

Title:

Exhibit C

2023 Comprehensive Plan Map Amendment

Future Land Use Map

DAVIS BOWEN & FRIEDEL, INC.

ARCHITECTS • ENGINEERS • SURVEYORS

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

May 26, 2023

City of Milford – Public Works Facility
180 Vickers Drive
Milford, DE 19963

Attn: Rob Pierce, Planning Director

RE: **Comprehensive Plan Amendment**
Tax Parcel No: 330-10.08-70.00 (part of)
Property Address: 412 McColley St., Milford, DE 19963
DBF #3155A003.A01

Dear Mr. Pierce,

On behalf of the owner of the above refenced parcel, Burris Foods, Inc., and as discussed with your office, we respectfully request an amendment to the future land use map of the 2018 Comprehensive plan to change the land use from Open Space to Industrial to match the use of the site and allow for a potential future lot-line consolidation with parcel 330-11.05-121.00 and rezoning to I-1. The amendment would be consistent with the two adjacent properties to the east.

Owner's Signature:
Maggie Owens, Executive Business Administrator,
Corporate Secretary
Burris Foods, Inc.

If you have any questions or need additional information, please do not hesitate to contact me at (302) 424-1441 or cdm@dbfinc.com.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.

Cliff Mumford, P.E.
Associate

P:\Burris Logistics\McColley St Warehouse\Docs\Future Land Use Map Amendment\3155_Comp-Plan-Amendment_COM-RPierce-Cover.docx

Municipal Comprehensive Land Use Plan
Annual Report
**** New Questions added - - #3 Housing Goals**
#5 Opportunities for technical assistance**

Name of Municipality: Milford

Date of Plan Certification: 01/22/18 **Date of Report:** 06/07/23

In accordance with 22 Del. C. §702 (g) Municipalities shall provide to the Office of State Planning Coordination a report describing implementation of their comprehensive plan and identifying development issues, trends* or conditions since the plan was last adopted or amended. The report shall be due annually no later than July 1.

*Please note that the development trends data is collected each year to further supplement this requirement. Please contact the Office of State Planning Coordination with questions regarding development trends or this annual report.

1. Please review the recommendations, goals and implementation items within your comprehensive plan and Please indicate which items are complete, underway, or not yet started. Also please include any other comments you may wish to add.

   See attached documentation for the 2018 Comprehensive Plan and SE Master Plan goals and objectives.

2. Please highlight any significant accomplishments development issues, trends or conditions since the plan was last adopted or amended that may either have enhanced or hindered the implementation of your plan. These accomplishments may be used in the annual report to the Governor.

   Residential construction has slowed over the past 24 months; however, new developments have begun site construction and existing developments are moving into new phases. The City continues to see infill development demand in and around the City's central business district with several residential and mixed use projects completed during the reporting period and others in the planning stages.

   Commercial growth has remained steady with additional projects on the Sussex Health Campus and the Route 113 and Route 1 commercial corridors.

3. The following Housing Goals and implementation items were in your most recently certified plan. Please explain how each goal is being met and which implementation items are currently underway or completed. In addition, please verify if the implementation of these items have resulted in additional affordable housing units within the town.

GOAL: Encourage a balanced range of housing types and homeownership opportunities for existing and future residents.
OBJECTIVE

- Engage DSHA in the city's planned Northeast Area Master Plan, particularly with regard to Census Tract 425, which DSHA characterizes as having an oversupply of subsidized rentals.

The City has not begun the master planning process for the Northeast Area due to significant focused growth in the Southeast, Southwest, Northwest and Town Center neighborhoods.

In the past two years, the City has issued building permits for the construction of 264 apartments. There are several developers beginning site work and starting the construction of additional rental units which should help provide affordable housing in Milford. There are approximately 941 apartment units approved for construction and another 330 in the site plan review process.

GOAL: Promote opportunities for the creation of new clean, safe, and affordable housing, as well as ensure the continued quality of the existing stock of affordable units.
OBJECTIVE

- Market the low-income home weatherization assistance program that is designed to improve energy efficiency for low-income households.

Within the past few years, the City has begun a proactive residential rental inspection program to ensure rental units meet minimum housing standards.

GOAL: Encourage the construction and maintenance of housing that is resilient to current and future hazards such as flooding and heat waves
OBJECTIVES

- Update the city's floodplain ordinance and consider adopting a freeboard requirement.
- Consider upgrading the city's building code standard from International Building Code 2006 to the most recent 2015 version that recommends stronger energy efficiency measures

The City updated Chapter 130 Floodplain to include 18" of freeboard for new construction or substantially improved structures in 2018. Shortly after the certification of the City's 2018 Comprehensive Plan, the City adopted the 2012 International Residential Code and 2012 International Building Code and has since adopted the 2018 versions of these two codes in 2022.

In addition to the above information, the City implemented a Specific Economic Development Incentive Program in 2022 entitled Citywide Affordable Housing Assistance Program. The SEDIP provides waivers of sewer, water and electric impact fees and building permit fees for projects that provide homeownership opportunities for low-income families. The program is available to non-profit or governmental agencies. These incentives are similar to the local incentives provided by Milford in our Downtown Development District (DDD). This has resulted in the construction of one single-family detached dwelling outside of the DDD area.

The City updating the zoning ordinance in 2022 to allow accessory dwelling units in low density residential zones as long as one of the two units were owner occupied. This should lead to affordable rental units in low density neighborhoods.

4. Are there any planning issues that the municipality is currently facing Do you anticipate any comprehensive plan changes for which the Office of State Planning Coordination may be able to offer technical assistance? If yes, please describe below.

Congestion continues to increase along Route 113 associated with seasonal beach traffic and there may be a need to revisit the Route 113 north/south bypass study to develop a plan to alleviate long-term traffic congestion through Milford.

5. Opportunities for technical assistance, planning help, and funding for resiliency related projects that arise throughout the year. What resiliency projects* or efforts might your town need help with?

**Resiliency projects might include (but are not limited to) addressing flooding impacts, energy efficiency/sustainability efforts, identifying vulnerability to climate change, etc.*

Some of the bulkheads and shoreline protection located along the Mispillion River in downtown Milford are in need of repair or reinforcement. These areas are both publicly and privately owned. Both the City and private property owners would benefit from some assistance with design, Army Corps of Engineers/DNREC permitting and construction costs assistance.

The City is working with Energize Delaware to evaluate the municipality's vehicle fleet to determine the feasibility of converting to electric. The City hopes that the study will be completed before capital budgeting next spring.

6. Please help update our mailing list by supplying the following information:

Mayor: Arthur J. Campbell e-mail address: mayorcampbell@milford-de.gov

City/Town Manager: Mark Whitfield e-mail address: mwhitfield@milford-de.gov

Planning Director: Rob Pierce e-mail address: rpierce@milford-de.gov

Town/City Clerk: Terri Hudson e-mail address: thudson@milford-de.gov

Council/Commission Members:

Ward 1 – Michael Boyle
Ward 2 – Todd Culotta
Ward 3 – Brian Baer
Ward 4 – Katrina Wilson
Ward 1 – Daniel Marabello
Ward 2 – Andrew Fulton
Ward 3 – Nirmala Samaroo
Ward 4 – Jason James, Sr.

Planning Commission Members:

Marvin Sharp, Chair
Ian Wright
Charles Hammond, Jr.
David Sauls
Shelby Nash DiCostanzo
Mark Redden
Jim Purcell

On behalf of the City of Milford, I respectfully submit this comprehensive plan annual report to the Office of State Planning Coordination. The information contained in the report is correct and complete.

Signature of Mayor **Date** 6/12/23

Arthur J. Campbell
Printed Name of Mayor

Milford's Vision Statement

Milford takes great pride in the beauty of its riverfront and its rich historic and cultural heritage, which dates back to the eighteenth century. The City wishes to build upon these enduring and desirable attributes while enhancing community resiliency and see Milford grow into the "Riverfront Gateway to Southern Delaware."

With a commitment to thoughtful economic development, appropriate growth that is resilient to environmental change, and preservation and protection of its most cherished assets, the City envisions itself as a year-round, vibrant, employment and economic center that stays true to its small-town roots and feel.... A small-town city where residents are able to live, work, go to school, and recreate.

Community Character

	Term
GOAL	
Encourage compatible, resilient, connected development, redevelopment, and growth within Milford's municipal boundary.	
OBJECTIVES	
• Maintain a dialogue with Milford's major employers and industries to anticipate and maximize potential investment in the city.	Ongoing
• Ensure connections for all modes between commercial and residential uses, existing and proposed residential uses, and the southeast area and greater Milford.	Completed 2021 Bicycle Master Plan Update and added projects to 5 year CIP
• Consider pursuing Certified Local Government (CLG) status to potentially access technical and financial assistance through the national CLG Program, administered by SHPO.	Not Yet Started
• Consider an updated survey of municipal lands with Sussex County that may be eligible for the National Registry of Historic Places.	Not Yet Started
• Review and update the city's sign ordinance.	Completed
• Investigate the development of architectural design standards for new projects, specifically those within the city's designated historic districts.	Voluntary Standards Developed by DMI.
• Review and update site plan design requirements.	Completed January 2022

GOAL

Prioritize growth on the significant developable and vacant areas within the existing municipal boundaries.

OBJECTIVE

• Encourage infill and redevelopment of vacant, underutilized, or in-need-of-repair properties, particularly within the Downtown Development District.	Ongoing

GOAL

Entertain annexation or growth opportunities within the municipality's established Urban Growth Boundary (UGB), provided cost-effective services can be provided.

OBJECTIVE

• Systematically consider and evaluate annexation requests from within the existing UGB, accounting for projected revenues from annexation, the cost of service provision, capacity and capability of municipal service providers, and preservation of adequate utility capacity for growth expected or desired already within the city.	Ongoing

Government, Community Services, and Infrastructure

GOAL

Ensure the safety and security of Milford's residents with first-class police, EMS, and fire protection services and provide adequate public utilities to provide for planned and desired growth in a managed, cost-effective manner.

OBJECTIVES

• Consult police, fire, and EMS personnel when considering significant development and redevelopment proposals, particularly with regard to response time and access.	Ongoing
• Plan for and provide adequate utilities and services to accommodate occurring and planned for growth in Milford.	Ongoing
• Consider additional electricity demand from increased air conditioning usage into electric infrastructure planning processes to ensure that power supply and system reliability are maintained during periods of sustained high temperature.	Ongoing

• Encourage the appropriate use of low-impact development and resilient stormwater management practices contained in the Delaware Green Infrastructure Primer.	Ongoing
• Review mutual aid agreements with surrounding jurisdictions and confirm the adequacy of Advanced Life Support (ALS) services for Milford residents. Milford may wish to pursue offering these services.	Not Yet Started
• Work with natural gas provider to service residential, commercial, and industrial customers within city limits.	Ongoing
• Incorporate language in the code related to commercial recycling and making recommendations on commercial site plans for space for recycling dumpsters and other facilities.	Not Yet Started
• Engage with DNREC's Allocation Division to ensure all wells in service appear on a revised allocation permit for the city and that Milford is able to document sufficient supply for present needs.	Underway
• Engage with DNREC's Allocation Division to proactively coordinate anticipated future water allocation demands and needs and ensure that any new wells or infrastructure upgrades are coordinated with DNREC's approval process.	Underway

Housing

VISION

The City of Milford envisions itself transitioning into a year-round economic and employment center. It strives to provide and maintain a balanced housing inventory capable of accommodating residents from senior-level executives to the many hourly wage employees Milford hopes to attract.

GOAL

Encourage a balanced range of housing types and homeownership opportunities for existing and future residents.

OBJECTIVE

• Engage DSHA in the city's planned Northeast Area Master Plan, particularly with regard to Census Tract 425, which DSHA characterizes as having an oversupply of subsidized rentals.	Not Yet Started

GOAL

Promote opportunities for the creation of new clean, safe, and affordable housing and ensure the continued quality of the existing stock of affordable units.

OBJECTIVE	
• Market the low-income home weatherization assistance program that is designed to improve energy efficiency for low-income households.	Ongoing

GOAL

Encourage the construction and maintenance of housing that is resilient to current and future hazards such as flooding and heat waves.

OBJECTIVES	
• Update the city's floodplain ordinance and consider adopting a freeboard requirement.	Completed
• Consider upgrading the city's building code standard from the International Building Code 2006 to the most recent 2015 version that recommends stronger energy efficiency measures.	Completed Adopted 2018 IRC/IBC Summer 2022

Transportation

GOAL

Enable the safe and efficient mobility of residents utilizing all modes of travel, be they pedestrians, cyclists, drivers, or transit riders—via a safe and interconnected transportation system.

OBJECTIVES	
• Work to address deficiencies and maintenance issues in the city's bicycle and pedestrian network by cataloging identified issues, engaging with DelDOT, and programming any available transportation funding.	Completed 2021 Bicycle Master Plan Update and added projects to 5 year CIP
• Incorporate key recommendations from the city's Bicycle and Pedestrian Master Plan into its subdivision and street design standards.	Completed January 2022
• Study and/or address parking deficiencies in the central business district.	Completed

• Ensure connections for all modes between commercial and residential uses, existing and proposed residential uses, and the southeast area and greater Milford when considering development or redevelopment applications.	Completed 2021 Bicycle Master Plan Update and added projects to 5 year CIP. Added Sidewalk Gap construction initiative to 5 year CIP.
• Continue to make use of the Mispillion Riverwalk as a first-class recreational opportunity and the connected pedestrian spine of the community.	Ongoing
• Coordinate with DelDOT/DART regarding future transit needs and opportunities.	Ongoing – Local Route started May 2018
• Preserve traffic capacity and prevent undue future congestion on the city's highways and arterials by planning for future growth and development with connected local streets and bicycle/pedestrian networks.	Ongoing
• Coordinate with DelDOT and local businesses to address noted concerns of congestion, truck traffic, and difficult pedestrian crossings.	10th Street Study, S. Walnut Street Study, and Downtown Streetscapes Concept Planning Completed during 2022-2023. Will continue to evaluate other areas each year.
• Collaborate with DelDOT to conduct a climate change vulnerability analysis to identify at-risk transportation assets and strategies for mitigating those risks.	Not Yet Started

• Install electric vehicle charging stations in the central business district with designated parking spaces.	Design completed. Grant funds obtained. Coordinating timing with NE Front Street TAP project to avoid conflicts.
• Implement the recommendations from the 2021 Bicycle Master Plan	Bicycle projects based on the 2021 Bicycle Master Plan priority list have been added to the City's 5-year CIP. TAP applications made to DelDOT and added to MPO TIP
• Work with the Dover/Kent County MPO and DelDOT to study and improve intersections along N. Walnut Street and Rehoboth Boulevard between Route 113 and Mashal's Pond	MPO and City currently wrapping up 10th Street/N. Walnut Street intersection study. MPO and City will be performing Corridor study of N. Rehoboth Boulevard from Mispillion River to Route 113 to address bike, pedestrian and intersection improvements.

• Work with DelDOT to convert SW Front Street from one-way to two-way flow.	Ongoing. Traffic signal at intersection of S. Walnut Street and SW Front Street under investigation for removal and all-way stop is installed. SW Front Street currently two-way in advance of bridge replacement. May convert back to one-way depending on outcome of SW Front Street streetscape concept.
• Work with the Dover/Kent County MPO and DelDOT to improve the intersection at Airport Road and Canterbury Road	The City received TIFF funding for a roundabout to be installed at this intersection in conjunction with the City's proposed industrial park.
• Work with DelDOT to improve the intersection at Jefferson Avenue and S. Walnut Street.	S. Walnut Street Traffic Calming study nearly complete, which includes conceptual realignment of this intersection. Will continue to work with DelDOT on implementation.

GOAL

Pursue, in coordination with DelDOT, the creation of a Transportation Improvement District (TID) for areas subject to the updated Southeast Master Plan.

OBJECTIVES	
• Enter into a written agreement or MOU with DelDOT regarding a TID for the southeast area, and develop an agreed-upon schedule of implementation steps.	Completed. TID adopted by City Council in April 2023.
• Collaborate with DelDOT to investigate an east–west transportation solution between US 113 and the new Bayhealth Health Campus.	Delayed. Need State legislative support

Economic Development and Redevelopment

VISION

The City of Milford is dedicated to providing a quality living and working environment that will ensure a balanced mix of commercial development and employment opportunities, that serve its residents, and promote its image as a desirable and economically stable community.

GOAL

Pursue land use, growth, and preservation strategies that will ensure that farms, agricultural properties, and agri-businesses remain an economically viable anchor to the Milford economy.

OBJECTIVES	
• Promote preservation of agricultural and environmental resources beyond the city limits of Milford.	City Council adopted TDR Ordinance. Completed
• Systematically consider and evaluate annexation requests from within the existing UGB, accounting for projected revenues from annexation, the cost of service provision, capacity and capability of municipal service providers, and preservation of adequate utility capacity for growth expected or desired already within the city.	Ongoing

GOAL

Ensure Milford's future land uses and zoning accommodate and allow for a variety of commercial and employment activities.

OBJECTIVES	
• Encourage infill and redevelopment of vacant, underutilized, or in-need-of-repair properties, particularly within the Downtown Development District.	Ongoing
• Consider the development of a vacant building ordinance to address blighted and abandoned properties, possibly including a vacant building registration program.	Not Yet Started

GOAL

Implement the policies and recommendations within the Southeast Master Plan and the Downtown Development District, both key tools for future development and redevelopment.

OBJECTIVES	
• Incorporate and adopt the Southeast Master Plan as part of the Comprehensive Plan.	Completed
• Amend the municipality's zoning and subdivision ordinance, and any other relevant procedures, to reflect the updated master plan.	Completed January 2022

GOAL

Broaden Milford's economic activity beyond the Monday to Friday, nine-to-five workweek by encouraging businesses, activities, and festivals that will help develop Milford's identity as a great place to have fun, as well as work and live.

OBJECTIVES	
• Encourage and promote nightlife and cultural destinations in the town center.	Ongoing
• Consider the city's desire for cultural and evening destinations when deliberating conditional use applications.	Ongoing
• Consider relaxing parking requirements, or permitting shared parking arrangements, for adjoining uses or areas, where peak demands would be expected to occur at different points in the day/evening.	Completed the zoning code and subdivision code update 2022

GOAL

Enhance Milford's economic resiliency by reducing the risk of flood damage and promoting the long-term cost savings of energy efficiency and renewable energy upgrades.

OBJECTIVES	
• Support energy efficiency and renewable energy upgrades in new and existing developments by taking advantage of state-sponsored financial incentives.	Ongoing
• Promote electrical vehicle charging in the central business district.	Design completed. Grant funds obtained. Coordinating timing with NE Front Street TAP project to avoid conflicts.

Natural Resources

GOAL

Coordinate with relevant agencies and committees to improve water quality in the Mispillion River and its tributaries.

OBJECTIVES	
• Consider refining the city's buffering regulations to distinguish between built-up areas where the existing ten-foot buffer is the default and more open areas where a more effectively sized buffer may be feasible.	Completed the zoning code and subdivision code update 2022
• Continue to pursue and support living shoreline installations along hardened sections of the Mispillion River.	Underway
• Review parking and loading standards to ensure new site plans have adequate parking while limiting the amount of impervious coverage.	Completed the zoning code and subdivision code update 2022
• Consider relaxing parking requirements, or permitting shared parking arrangements, for adjoining uses or areas, where peak demands would be expected to occur at different points in the day/evening.	Completed the zoning code and subdivision code update 2022

• Review and update the city's impervious coverage standards to ensure environmentally friendly site design.	Completed the zoning code and subdivision code update 2022
• Enhance the urban tree canopy by planting new trees in sparsely planted areas, for instance near parking lots and other impervious coverage areas near the downtown core.	Updated Tree Preservation Ordinance January 2022. Tree planting in 5 year CIP
• Continue to avoid development in ecologically sensitive and flood-prone areas.	Ongoing
• Participate in the Mispillion River Tributary Action Team to assist in the development of pollution control strategies for the river.	Not Yet Started
• Promote the elimination of individual septic systems where feasible near and adjacent to the Mispillion River.	Ongoing

GOAL

Pursue agricultural preservation of high-value agricultural parcels, consistent with the master plan.

OBJECTIVES	
• Incorporate and adopt the Southeast Master Plan as part of the Comprehensive Plan.	Completed
• Develop and implement a TDR program in the Southeast Neighborhood and expand the developed program into the anticipated Northeast Master Plan.	Completed
• Amend the municipality's zoning and subdivision ordinance, and any other relevant procedures, to reflect the updated master plan.	Completed the zoning code and subdivision code update 2022

GOAL

Limit the growth of harmful atmospheric emissions attributable to Milford.

OBJECTIVES	
• Support energy efficiency and renewable energy upgrades in new and existing developments by taking advantage of state-sponsored financial incentives.	Ongoing

• Promote electrical vehicle charging in the central business district.	Design completed. Grant funds obtained. Coordinating timing with NE Front Street TAP project to avoid conflicts.
• Reduce future congestion, distance commuting, and emissions by developing as a year-round, live-where-you-work community.	Ongoing

GOAL

Protect Milford's social and economic assets by enhancing environmental resiliency.

OBJECTIVES

• Form a Climate Change Adaptation Committee that will review Milford's climate vulnerabilities, evaluate appropriate adaptation options, and make recommendations to the city.	Not Yet Started
• Consider a partnership with the Delaware Coastal Program's (DCP) Resilient Community Partnership to potentially access staff support, technical assistance, and funding in the coming years.	Not Yet Started
• Utilize new data and analytical techniques to begin planning for elevated water levels and increasing periods of heat.	Ongoing

Parks, Recreation and Open Space

VISION

Milford is committed to providing high-quality public open space facilities and services. It recognizes that public open space and recreational activities are an integral part in the development of the city.

GOAL

Continue to enhance, improve, and promote the Mispillion Riverwalk as a cornerstone of the community and make practical use of it as a connection to established and future recreational open spaces and parks.

OBJECTIVES	
• Promote recreational activities and events.	Ongoing
• Consider existing, smaller, vacant, or preserved parcels for use as community gardens.	Ongoing

GOAL

Encourage the inclusion of connected, accessible parks and open spaces in new development.

OBJECTIVES	
• Incorporate recreational opportunities into redevelopment plans and programs.	Ongoing
• Actively support a regional blueway canoe and kayak trail from Abbott's Mill Nature Center through Haven Lake and Silver Lake to Goat Island, and extend the remaining length of the Mispillion River to the DuPont Nature Center at Slaughter Beach.	Not Yet Started
• Establish a unified open space and greenways network that connects with city parks, areas adjacent to the riverwalk, and bicycle and pedestrian ways.	Ongoing. May 2022 Comprehensive Plan Amendment for Open Space network in SE Neighborhood along Deep Branch & Herring Branch

GOAL

Encourage the preservation of areas along all streams, lakes, and ponds as recreational uses.

OBJECTIVES	
• Preserve and enhance buffer areas around water bodies to mitigate environmental and visual impact from adjacent uses and activities.	Completed the zoning code and subdivision code update 2022
• Develop and implement a TDR program in the Southeast Neighborhood and expand the developed program into the anticipated Northeast Master Plan.	Completed
• Consider refining the city's buffering regulations to distinguish between built-up areas where the existing ten-foot buffer is the default and more open areas where a more effectively sized buffer may be feasible.	Completed the zoning code and subdivision code update 2022
• Engage with DDA's Forestry Section to explore urban forestry programs.	Not Yet Started. Tree Preservation Committee is working to develop a tree master plan and recommended species list.

Land Use and Growth Management

GOAL

Encourage compatible, resilient, connected development, redevelopment, and growth within Milford's municipal boundary and entertain annexation or growth opportunities within the municipality's established Urban Growth Boundary, provided cost-effective services can be provided.

OBJECTIVES	
• Create a variety of suitable zoning categories and targeted land use areas within the city to accommodate the assortment of business sectors.	Ongoing
• Update the zoning ordinance to reflect the objectives of the city's Comprehensive Plan.	Completed the zoning code and subdivision code update 2022
• Refer to the Comprehensive Plan for rezoning and annexation agreements.	Ongoing
• Use State Strategy mapping to guide growth.	Ongoing

• Ensure that the design of new developments complement and enhance the city's unique character by developing and implementing architectural review standards for major residential and commercial developments.	Voluntary Standards Completed for Downtown by DMI.
• Encourage infill and redevelopment of vacant, underutilized, or in-need-of-repair properties, particularly within the Downtown Development District.	Ongoing
• Prioritize growth on the significant developable and vacant areas within the existing municipal boundaries.	Ongoing
• Establish a process to review comprehensive plan amendment requests once a year, which may be needed to harmonize proposed development plans with the Milford Comprehensive Plan.	Informal Process Established. Need to codify.
• Prioritize growth on the significant developable and vacant areas within the existing municipal boundaries.	Ongoing
• Systematically consider and evaluate annexation requests from within the existing Urban Growth Boundary, accounting for projected revenues from annexation, the cost of service provision, capacity and capability of municipal service providers, and preservation of adequate utility capacity for growth expected or desired already within the city.	Ongoing
• Review and update Chapter 230 zoning, specifically the use and area regulations, to ensure the code is modern.	Completed the zoning code and subdivision code update 2022
• Review and update Chapter 200 subdivision to update project review and approval procedures, inclusion of a sunset provision, and the allowance for administrative review of minor applications.	Completed

GOAL

Conduct a Master Plan for Milford's Northeast Neighborhood.

OBJECTIVES

• Work with OSPC to develop a Memorandum of Agreement and identify key stakeholders and state agency partners for master planning.	Not Yet Started
• Undertake a master plan exercise, similar to that conducted for the city's southeastern area, for its Northeastern Neighborhood. Adopt the master plan's findings and results as an addendum to this document and fully incorporate it during the next comprehensive rewrite of Milford's Comprehensive Plan.	Not Yet Started

2011 SOUTHEAST MASTER PLAN

CITY OF MILFORD

1. The City will develop and adopt an ordinance to enable to use of transfer-of development rights (TDRs) credits in receiving zones. This ordinance will enable developers build at up to eight (8) units per acre by-right through the purchase of TDR credits from farms in the sending areas.

Completed in 2019.

2. A stormwater utility is a legal and financial structure to allow stormwater management facilities to be constructed, managed, and maintained in common by a local government or other entity. This master plan area is well suited to such a utility, although there are many ways to structure such an entity. Both the City and DNREC agree to explore this option in more detail as this area develops in accordance with this master plan.

This has not been explored to date.

3. The City will construct a public water system as described in Chapter 9 to serve the Master Plan Area. This is a funded project.

The City has designed the entire water system for the SE Neighborhood and has constructed the core components on the west side of Route 1. A water main extension has been constructed east of Route 1 in the vicinity of the large employment parcel. Estimates for improvements have been added to the City's 5-year Capital Improvement Plan.

4. The City will design and permit a sewer system to serve the Master Plan Area as described in Chapter 9. Private developers will be responsible for funding and constructing this system. The City will discuss various financing and construction options with any developer.

The City has designed in concept the sewer improvements required for full build-out of the SE Neighborhood. A sewage pumping station has been constructed to serve Bayhealth and the surrounding properties within City limits west of Route 1 along Route 30. Estimates for improvements south of Johnson Road and east of Route 1 have been added to the City's 5-year Capital Improvement Plan.

DEPARTMENT OF AGRICULTURE

1. The Delaware Department of Agriculture (DDA) and the Delaware Agricultural Lands Preservation Foundation (DALPF) will partner with the City to establish a Transfer of Development Rights program as described in the Agricultural Preservation chapter of this document (Chapter 4).

Completed in 2019.

2. By partnering with DALPF, the City will avoid the initial financial expenditures required to preserve a parcel of land. These expenditures include paying to survey the property, paying the legal costs of a real estate settlement, and other associated administrative costs. DALPF would bear those costs.

3. The City would avoid the future obligation of monitoring the preserved farms to make sure they remain in compliance with the preservation agreement (easement). DALPF would assume that responsibility and add any properties preserved by Milford to the hundreds of permanently preserved farms it already monitors. In addition, should any future litigation be required to uphold the preservation easement, the City would not have to incur any legal costs.

4. DDA will assist the City in the creation and administration of a TDR bank as described in the Agricultural Preservation chapter of this document (Chapter 4). This includes assistance with appraisals to set the fair market value of TDR units.

Completed in 2019.

5. In addition to any funds the City would have for agricultural preservation and the TDR bank, they would also be eligible for state matching funds from DALPF, as well as any federal matching funds from United States Department of Agriculture (USDA) Farm and Ranch Lands Protection Program (FRPP). As allowed by law, these matching funds would be awarded to the city based on availability. If the City were able to capture state and federal matching funds, it could significantly leverage its funds with additional money and preserve additional farmland.

Completed in 2019.

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONEMENTAL CONTROL

1. There is an opportunity for greater communication and coordination between DNREC and DelDOT with regard to stormwater management and road improvements. This coordination will be ongoing throughout the development of this master plan area. Opportunities to share facilities and streamline the review process will be continually evaluated and implemented as individual properties within the master plan area develop and re-develop. Streamlined review and approval processes will only be available in return for implementing "best practice" designs.

This has not been explored to date.

2. DNREC will work with the city to explore and implement the concept of a stormwater utility in the master plan area as development occurs.

This has not been explored to date.

DEPARTMENT OF TRANSPORTATION

1. DelDOT will fund and construct the grade separated interchange at SR 1 and SR 30 as per the current Capital Transportation Plan (CTP). The current timeline involves construction in 2012 and 2013, with completion in late 2013. Please note that the CTP is subject to amendment annually.

The work has been completed.

2. Work with the City of Milford to adopt this master plan area as a Transportation Improvement District (TID) to enable equitable and timely funding for roadway improvements within the area in accordance with the recommendations in this Master Plan.

City Council adopted the TID in April 2023.

3. DelDOT will work with the City to ensure that the road improvements identified in this report are implemented by the public and/or private sector in a phased manner that is paced with the timing of development activities.

City Council adopted the TID in April 2023. The City will begin working with DelDOT on implementing road improvements identified in the TID.

THE CITY of Milford DELAWARE

PUBLIC WORKS DEPARTMENT
180 Vickers Drive
Milford, DE 19963

PHONE 302 422 1110
FAX 302 422 1117
www.cityofmilford.com

To: Mayor and Council

From: Michael Svaby, Director, Public Works

Thru: Mark Whitfield, City Manager
Lou Vitola, Director, Finance

Subject: Walnut Street Bridge Redecking

Date: July 6, 2023

BACKGROUND

The redecking of the Walnut Street Bridge is an effort toward making ADA/Pedestrian access and travel across the Bridge – safer, while at the same time building an aesthetically pleasing and durable finished surface that is commensurate with the look and feel of Downtown Milford.

Greenman Pederson Inc (GPI) has completed the design of the Bridge's redecking under a shared use contract with DelDOT. The attached scope (priced at $48,910.07) will award the responsibility of finalizing documents for bid and providing construction management and inspection services that will meet DelDOT Bridge requirements as called out in the MUTCD.

This project was approved and funded in the FY 23 CIP, see FY 24 CIP Detail Page 4, line 144, where charges posted to date can be seen and also where this recommended purchase order's value will be assessed.

RECOMMENDATION

Staff recommends City Council authorize a purchase order to GPI in the amount of $48,910.07 for the bid and construction management of the Walnut Street Bridge Redecking. This project is being funded through the FY23 bond bill award for the Walnut Street Bridge Pedestrian Crossing project.

Attachment: GPI quote dated 3/21/23

March 21, 2023

Mr. Michael Svaby
Director, Public Works, ADA Coordinator
City of Milford
180 Vickers Drive
Milford, DE 19963

Subject: DelDOT Agreement No. 1969F, Bridge Design Services
Walnut Street Bridge Improvements

Dear Mr. Svaby:

Greenman-Pedersen, Inc. (GPI) is pleased to submit this proposal for additional services for enhancements to the Walnut Street bridge over the Mispillion River in Milford. The enhancements include raising the bridge deck to the elevation of the current sidewalks, stamping and staining the deck with a brick paver pattern and center seal, and making roadway approach improvements as necessary to ramp up to the new deck elevation.

The scope of work anticipated to complete this task assignment is as follows:

1. Completion of Plan Preparation for Procurement
    a. Complete ongoing coordination with DelDOT Traffic, DelDOT Bridge, and DelDOT Construction. Because this project is on a state-owned bridge and a state-owned road, DelDOT concurrence is required before the project can be advertised. This includes the following tasks:
        i. Make revisions to submitted detours per comments received from DelDOT Traffic and acquire signatures on the plans indicating approval.
        ii. Add signage for the new pedestrian crossing in accordance with the DelDOT MUTCD and per comments from DelDOT Traffic.
        iii. Meetings with DelDOT Traffic to approve the construction schedule and road closure dates to ensure there are not conflicts with existing construction projects and detours.
        iv. Make revisions to plans and specifications per comments from DelDOT Bridge Design. These include changes to project notes and specifications pertaining to the deck concrete mix.
        v. Develop a memorandum of agreement with DelDOT construction and acquire signatures from DelDOT for inspection during construction.
    b. Prepare a bid proposal package for advertisement. This includes bringing all of the developed items together (plans, specifications, timing, labor laws, boiler plate, etc.) into a format acceptable to the City of Milford for advertisement.
    c. Provide project management for the additional services including assurance of progress and adherence to schedule and budget, progress reporting to the City of Milford, and miscellaneous coordination.

    As detailed in the attached Person-Hour Breakdown and Standard Fee Proposal, GPI proposes to complete the additional tasks for Plan Preparation with an upset limit of $16,627.61.

2. Construction Inspection
    a. Provide overall project inspection, bookkeeping, and other duties as needed to support project oversight. This proposal assumes one inspector on-site for 5 days per week for a duration of 7 weeks. It also includes part-time bookkeeping and supervision.

As detailed in the attached Person-Hour Breakdown and Standard Fee Proposal, GPI proposes to complete the tasks for Construction Inspection with an upset limit of $32,282.46.

This proposal has been prepared based on the following assumptions:

- Permitting coordination is assumed to be notifications only since there is no work in the water.
- RW easements to be acquired by the City of Milford.
- Construction inspection is based on a 45-day schedule. Additional inspection for time overruns is not included.

GPI is very pleased to have this opportunity to provide services to the City of Milford, and we look forward to working with you on this project. If there are any questions, or comments, or if you require additional information, please do not hesitate to call.

Very truly yours,

GREENMAN-PEDERSEN, INC.

Barry Benton, PE
Vice-President

Enclosures
Standard Fee Proposal Form
Person-Hour and Fee Estimate Form
Consultant Fixed-Fee Request Form

Plan Preparation – Supplemental Work

Person-Hour Breakdown and Standard Fee Proposal

Delaware Department of Transportation
Standard Fee Proposal Format and Content
Method 1 or 2

BILLING RATES BY CLASSIFICATION

FEE PROPOSAL SUMMARY
3/21/2023
Greenman-Pedersen, Inc.

(DelDOT AGREEMENT #1969F /Walnut Street Bridge Improvements - City of Milford / Plan Preparation)

1.	**Direct Labor**				
	Project Manager	23	hours @	$92.00	$2,116.00
	Senior Engineer	44	hours @	$60.00	$2,640.00
	Designer	24	hours @	$44.00	$1,056.00
	QC/QA	9	hours @	$62.00	$558.00
	Total Direct Labor	**100**			**$6,370.00**
3.	**Overhead**	147.03%	percent of Item 1 Total		$9,365.81
4.	**Total Labor and Overhead**				**$15,735.81**
5.	**Fixed Fee or Profit**	14%	Show dollar value		**$891.80**
6.	**Direct Expenses** (Include Backup)				
		Unit Cost	Unit of Measure	Quantity	
	Mileage	$0.655	miles	0	$0.00
	Total Direct Expense				**$0.00**
7.	**Subconsultants**				
					$0.00
	Total Subconsultants				**$0.00**
8.	**Total Proposed Price**				**$16,627.61**

Method 1 is based on the actual billing rates of specific individuals. This method is usually used on projects of short duration where specific employee assignments can be identified.

Method 2 is based on the average billing rate in each major classification to be utilized on the project. Method 2 requires the Average Hourly Rate Derivation form be attached.

Invoices for both methods must reflect actual hours and each individual's actual rate.

Delaware Department of Transportation
Standard Fee Proposal Format and Content
Method 2

AVERAGE HOURLY RATE DERIVATION

FEE PROPOSAL SUMMARY
3/21/2023
Greenman-Pedersen, Inc.

(DelDOT Agreement #1969F/Walnut Street Bridge Improvements - City of Milford / Plan Preparation)

	Classification	Primary Task Assignment	Average Hourly Salary		Proposal Hours		Extension
1.	**Project Manager**		**$92.00**				
	Barry Benton		$92.00				
2.	**Senior Engineer**		**$60.00**				
	Michael Nauman		$63.00				
	Glen Lovelace		$51.00				
	Michael Gettings		$66.00				
3.	**Designer**		**$44.00**				
	Joseph Esposito		$44.00				
5.	**QC/QA**		**$62.00**				
	Calvin Weber		$62.00				

Delaware Department of Transportation
Standard Fee Proposal Format and Content

PERSON-HOUR AND FEE ESTIMATE FORM: SUMMARY

FEE PROPOSAL SUMMARY
3/21/2023
Greenman-Pedersen, Inc.
(Walnut Street Bridge Improvements - City of Milford / Plan Preparation)

AGREEMENT NO. 1969F OF 1

Task #	Task Description	Estimated Person-hours by discipline					
	Summarize major tasks	Project Manager	Senior Engineer	Designer	QC/QA		Total
1.	Plan Preparation for Procurement						
a.	Complete ongoing coordination with DelDOT.						
i.	Make revisions to submitted detours per comments received from DelDOT Traffic and acquire signatures on the plans.	1	4	8	1		**14**
ii.	Add signage for the new pedestrian crossing in accordance with the DelDOT MUTCD and per comments from DelDOT Traffic.	1	4	8	1		**14**
iii.	Meetings with DelDOT Traffic to approve the construction schedule and road closure dates to ensure there are not conflicts with existing construction projects and detours.	8					**8**
iv.	Make revisions to plans and specifications per comments from DelDOT Bridge Design. These include changes to project notes and specifications for the deck concrete mix.	1	4	8	1		**14**
v.	Develop a memorandum of agreement with DelDOT construction and acquire signatures from DelDOT for inspection during construction.	2	8		2		**12**
b.	Prepare a bid proposal package for advertisement. This includes bringing all of the developed items together into a format acceptable to the City of Milford for advertisement.	2	24		4		**30**
c.	Provide project management for the additional services including assurance of progress and adherence to schedule and budget, progress reporting to the City of Milford, and miscellaneous coordination.	8					**8**
GRAND TOTAL		**23**	**44**	**24**	**9**		**100**

NOTES/SUPPORT TASKS:

DELAWARE DEPARTMENT OF TRANSPORTATION

CONSULTANT FIXED-FEE REQUEST

Agreement # : 1969F **Task # :** NA

Date: 3/21/2023 **Firm Name:** Greenman-Pedersen, Inc.

Task Title: Walnut Street Bridge Improvements - City of Milford / Plan Preparation

IS THIS AN INSPECTION TASK? NO

Overhead Rate:	**147.03%**		4%
Task Complexity:	Normal		4%
Task Risk:	Normal		4%
Task Schedule:	Normal		2%
		Total Factor:	**14%**

Direct Labor:		$	6,370.00	
Escalation (if appropriate):	0.00	$	-	
Overhead Cost:		$	9,365.81	
Sub Total:		$	15,735.81	
Fixed Fee:		**$**	**891.80**	**FIXED FEE**
Total Labor/Overhead/Fixed Fee:		$	16,627.61	
Direct Expense, other costs:				
Total Cost:		$	16,627.61	

Comments:

Description of Fixed-Fee Weighting Factors:

		Other:	*Inspection:*	*Overhead:*	
Complexity	Low	2%	0%	115% and less	15%
	Normal	4%	1%	> 115% - 120%	12%
	High	6%	2%	> 120% - 125%	10%
Risk*	Low	2%	0%	> 125% - 130%	8%
	Normal	4%	0%	> 130% - 135%	6%
	High	8%	0%	> 135% - 140%	5%
Schedule*	Normal	2%	0%	> 140% - 150%	4%
	Expedited	4%	0%	> 150% - 160%	2%
	Emergency	6%	0%	> 160%	1%

Weighting Factor Definitions:

Complexity	Low:	Limited scope of work -Examples; construction inspection, restoration, resurfacing
	High:	Unusual, multi-disciplined and highly specialized requirements/tasks
Risk*	Low:	Low risk of claims or lawsuits -Examples; studies, surveys, inspections, IT services, landscaping
	High:	High risk of claims or lawsuits -Examples; experimental designs, bonus/penalty projects
Schedule*	Expedited:	Schedule reduced more than 20% from normal time periods
	Emergency:	Less than two days notice for initiation of work

* – *Risk and Schedule categories do not apply to inspection tasks*

Construction Inspection

Person-Hour Breakdown and Standard Fee Proposal

Greenman-Pedersen, Inc. 119 Neurology Way Milford, DE 19963 p 302-203-6083
An Equal Opportunity Employer

Delaware Department of Transportation
Standard Fee Proposal Format and Content
Method 1 or 2

BILLING RATES BY CLASSIFICATION

FEE PROPOSAL SUMMARY
3/21/2023
Greenman-Pedersen, Inc.

(DelDOT AGREEMENT #1969F / Walnut Street Bridge Improvements - City of Milford / Construction Insp.)

1.	**Direct Labor**				
	Project Supervisor	40	hours @	$42.00	$1,680.00
	Lead Inspector	280	hours @	$36.00	$10,080.00
	Bookkeeper	40	hours @	$27.50	$1,100.00
	Total Direct Labor	**360**			**$12,860.00**
3.	**Overhead**	147.03%	percent of Item 1 Total		$18,908.06
4.	**Total Labor and Overhead**				**$31,768.06**
5.	**Fixed Fee or Profit**	8%	Show dollar value		**$1,028.80**
6.	**Direct Expenses** (Include Backup)				
		Unit Cost	Unit of Measure	Quantity	
	Mileage	$0.655	miles	0	$0.00
	Total Direct Expense				**$0.00**
7.	**Subconsultants**				
					$0.00
	Total Subconsultants				**$0.00**
8.	**Total Proposed Price**				**$32,796.86**

Method 1 is based on the actual billing rates of specific individuals. This method is usually used on projects of short duration where specific employee assignments can be identified.

Method 2 is based on the average billing rate in each major classification to be utilized on the project. Method 2 requires the Average Hourly Rate Derivation form be attached.

Invoices for both methods must reflect actual hours and each individual's actual rate.

Delaware Department of Transportation
Standard Fee Proposal Format and Content
Method 2

AVERAGE HOURLY RATE DERIVATION

FEE PROPOSAL SUMMARY
3/21/2023
Greenman-Pedersen, Inc.

(DelDOT Agreement #1969F / Walnut Street Bridge Improvements - City of Milford / CI)

	Classification	Primary Task Assignment	Average Hourly Salary		Proposal Hours		Extension
1.	**Project Supervisor**		**$42.00**				
	Shaun Long		$42.00				
2.	**Lead Inspector**		**$36.00**				
	Jeff Martin		$36.00				
3.	**Bookkeeper**		**$27.50**				
	Jen Jacobs		$27.50				

Delaware Department of Transportation
Standard Fee Proposal Format and Content

PERSON-HOUR AND FEE ESTIMATE FORM: SUMMARY

FEE PROPOSAL SUMMARY

3/21/2023

Greenman-Pedersen, Inc.

(Walnut Street Bridge Improvements - City of Milford / Construction Inspection)

AGREEMENT NO. 1969F OF 1

Task #	Task Description					
	Summarize major tasks	Project Supervisor	Lead Inspector	Bookkeeper		Total
2.	Construction Inspection					
a.	Provide overall project inspection, bookkeeping, and other duties as needed to support project oversight.	40	280	40		**360**
GRAND TOTAL		**40**	**280**	**40**		**360**

NOTES/SUPPORT TASKS:

DELAWARE DEPARTMENT OF TRANSPORTATION

CONSULTANT FIXED-FEE REQUEST

Agreement # : 1969F **Task # :** NA

Date: 3/21/2023 **Firm Name:** Greenman-Pedersen, Inc.

Task Title: Walnut Street Bridge Improvements - City of Milford / Construction Inspection

IS THIS AN INSPECTION TASK? YES

Overhead Rate:	**147.03%**		4%
Task Complexity:	**Low***	(Please describe)	0%
***Explanation:**	*Inspection Task*		
		(Please describe)	
***Explanation:**	*Inspection Task*		
		(Please describe)	
***Explanation:**	*Inspection Task*		
		Total Factor:	**4%**

Direct Labor:		$	12,860.00	
Escalation (if appropriate):	0.00	$	-	
Overhead Cost:		$	18,908.06	
Sub Total:		$	31,768.06	**INSPECTION**
Fixed Fee:		**$**	**514.40**	**FIXED FEE**
Total Labor/Overhead/Fixed Fee:		$	32,282.46	
Direct Expense, other costs:				
Total Cost:		$	32,282.46	

Comments:

Description of Fixed-Fee Weighting Factors:

		Other:	*Inspection:*	*Overhead:*	
Complexity	Low	2%	0%	115% and less	15%
	Normal	4%	1%	> 115% - 120%	12%
	High	6%	2%	> 120% - 125%	10%
Risk*	Low	2%	0%	> 125% - 130%	8%
	Normal	4%	0%	> 130% - 135%	6%
	High	8%	0%	> 135% - 140%	5%
Schedule*	Normal	2%	0%	> 140% - 150%	4%
	Expedited	4%	0%	> 150% - 160%	2%
	Emergency	6%	0%	> 160%	1%

Weighting Factor Definitions:

Complexity	Low:	Limited scope of work Examples: construction inspection, restoration, resurfacing
	High:	Unusual, multi-disciplined and highly specialized requirements/tasks
Risk*	Low:	Low risk of claims or lawsuits -Examples: studies, surveys, inspections, IT services, landscaping
	High:	High risk of claims or lawsuits -Examples: experimental designs, bonus/penalty projects
Schedule*	Expedited:	Schedule reduced more than 20% from normal time periods
	Emergency:	Less than two days notice for initiation of work

* *Risk and Schedule categories do not apply to inspection tasks*

org 7-08

BARNES & THORNBURG LLP

1000 N. West Street, Suite 1500
Wilmington, DE 19801-1054 U.S.A.
(302) 300-3434
Fax (302) 300-3456

www.btlaw.com

Thomas P. McGonigle
302.300.3472
Thomas.McGonigle@btlaw.com

June 28, 2023

VIA EMAIL (mwhitfield@milford-de.gov) AND U.S. MAIL FIRST CLASS
City of Milford
Attention: Mark Whitfield, City Manager
201 South Walnut Street
Milford, Delaware 19963

Re: 21 W. Clarke Avenue - Economic Incentive Agreement (the "Agreement") dated September 29, 2020 by and between the City of Milford ("Milford") and Clarke Avenue Realty, LLC.

Dear Mr. Whitfield:

This letter is to request on behalf of Clarke Avenue Realty, LLC ("Clarke Avenue"), pursuant to Section 3(A)(i) of the Agreement and City of Milford Code § 19-10(C)(1)(e), a twelve month extension from the June 30, 2023 deadline to complete the commercial renovations/construction referenced in the Agreement.

By way of background, there has been significant progress by Clarke Avenue on the redevelopment of the former Milford Memorial Hospital property. In fact, over 215,000 square feet has been completed and over $25 Million invested in capital expenditures and equipment. We have several tenants providing health care related services as part of the Milford Wellness Village and they have created over 250 full-time equivalent jobs. Much of this was completed during the height of the pandemic and the partnership with you and your team, as well as the elected officials for City these past few years, is very much appreciated.

While the progress has been significant and the most important metrics in the Agreement have been met (job creation and capital expenditures), there have been some delays in finishing the renovations/construction but they are beyond the control of Clarke Avenue. These have been mostly caused by national and international supply chain issues resulting in much later than expected delivery of necessary materials. In addition, while most of the available space is leased, Nationwide is seeking to secure what will likely be one remaining tenant and plans to finalize the remaining space to that tenant's specifications. In short, notwithstanding the foregoing supply chain delays and delay in securing a tenant for the remaining available space, Clarke Avenue has completed over 80% of the project from a square footage perspective, exceeded its promised capital expenditure and employment targets. With the primary criteria under the Agreement having been met (capital expenditures and full-time employees) and the remainder of the available square footage to be completed and occupied no later than June 30, 2024, Clarke Avenue respectfully requests an extension in this regard.

If you have any questions regarding the foregoing request for an extension, please do not hesitate to contact me.

Sincerely yours,

Thomas P. McGonigle

TPM:pc

cc: Meir Gelley, Clarke Avenue Realty, LLC (via email)
Sara M. Bluhm, City of Milford Economic Development & Community Engagement Administrator (via email)
Louis Vitola, Finance Director for the City of Milford (via email)
Rob Pierce, Planning Director for the City of Milford

N. Walnut St./N. Rehoboth Blvd./10th St. Intersection Study

Milford Council Meeting

July 10, 2023

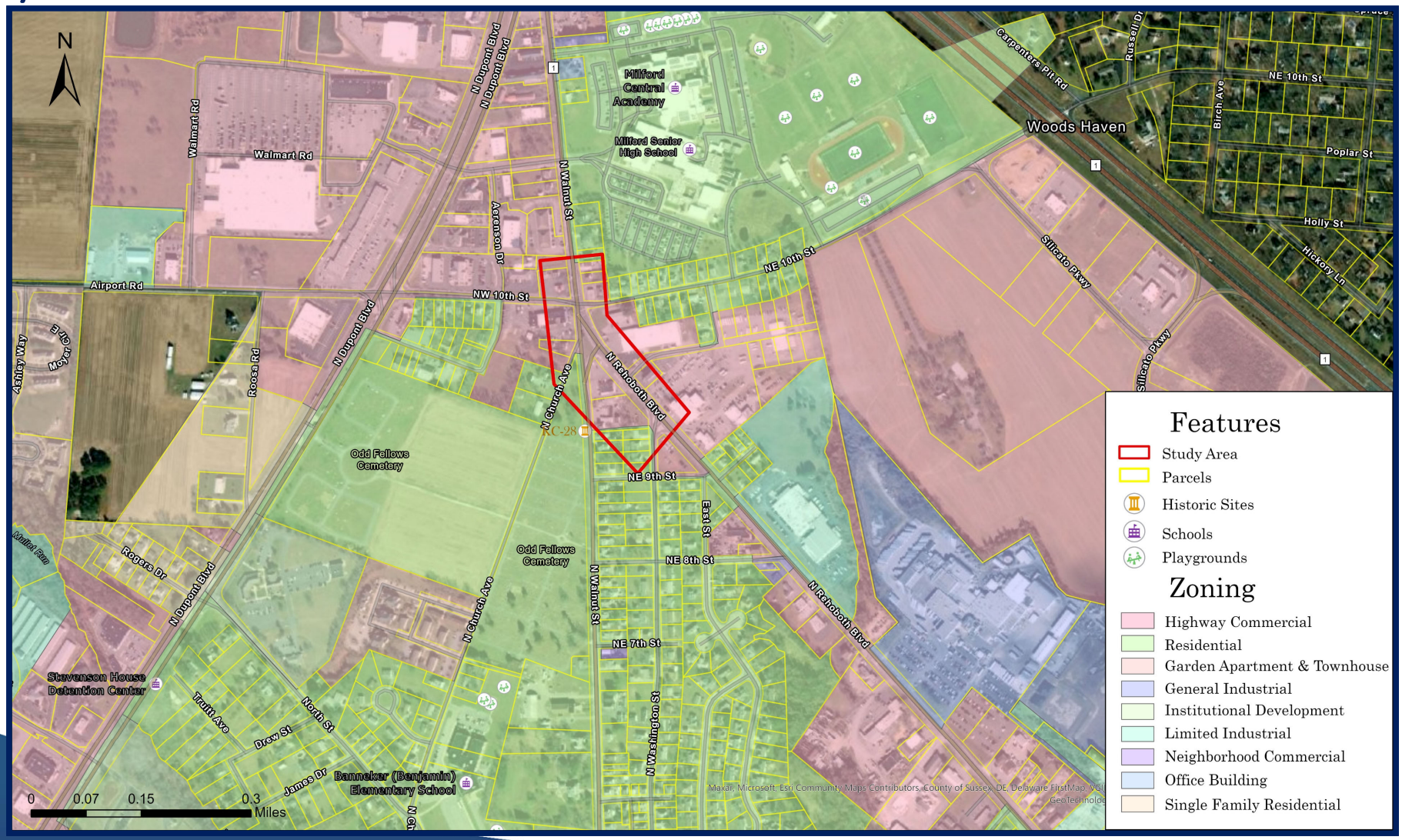
DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Study Area



DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Project Goals

- Analyze connectivity between Milford Senior High School, Milford Central Academy, and residential communities to the south
- Evaluate intersection improvements and/or road reconfigurations to improve mobility for pedestrians, cyclists and motorists
- Implement elements from the Milford Bicycle Master Plan and the Milford Comprehensive Plan

DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

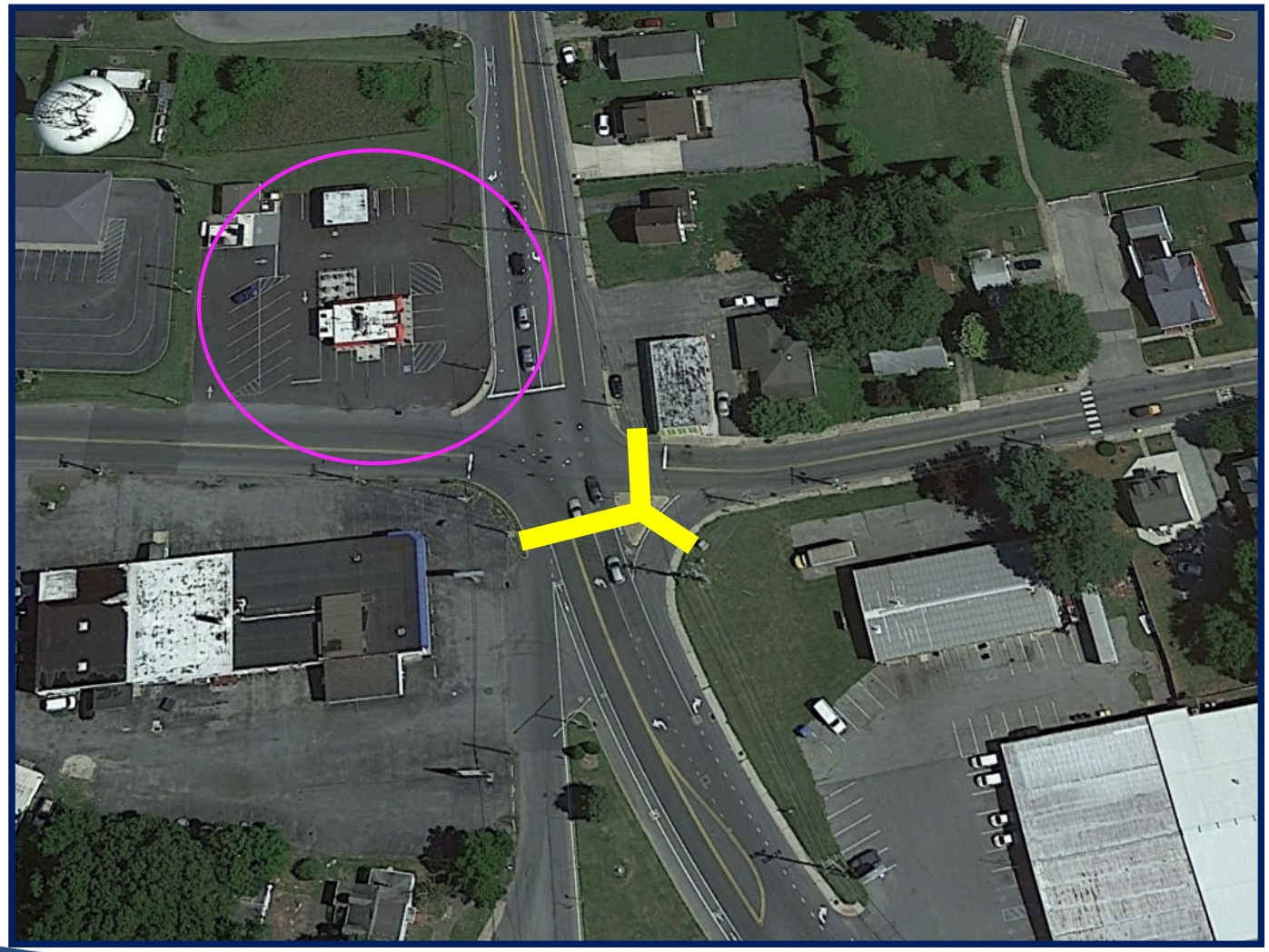
THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Milford Bicycle Master Plan Recommendations

- North/south crossing of 10th Street
- East/west crossing of N. Rehoboth Boulevard
- Avoid impacts to Dairy Queen property



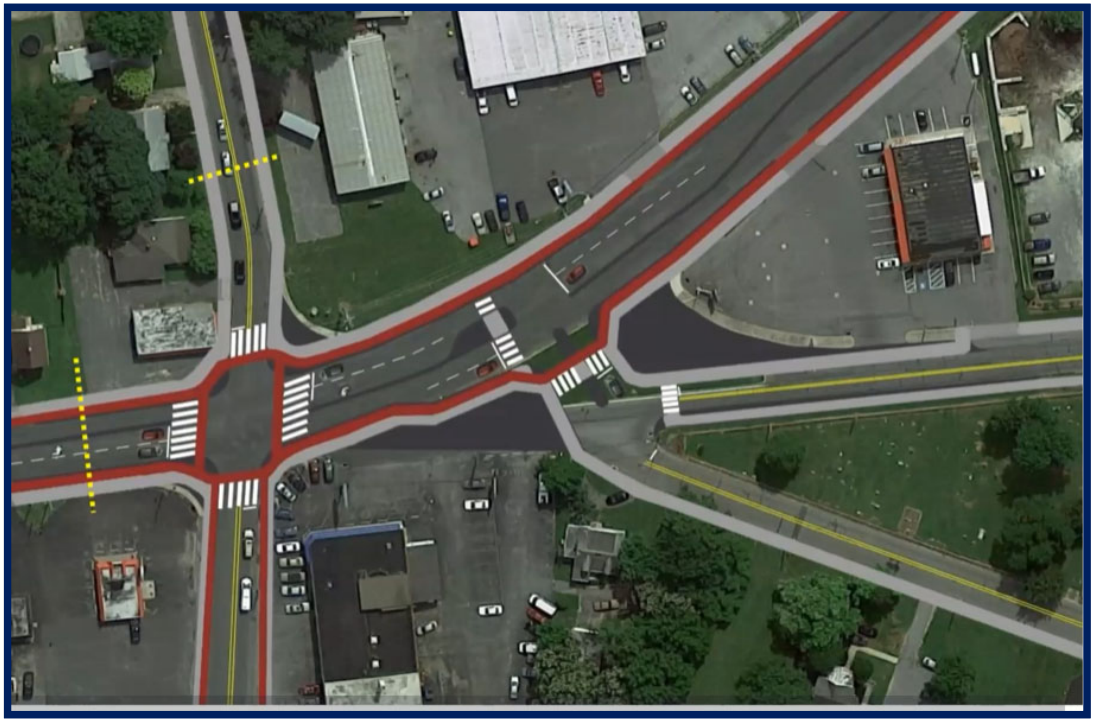
DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

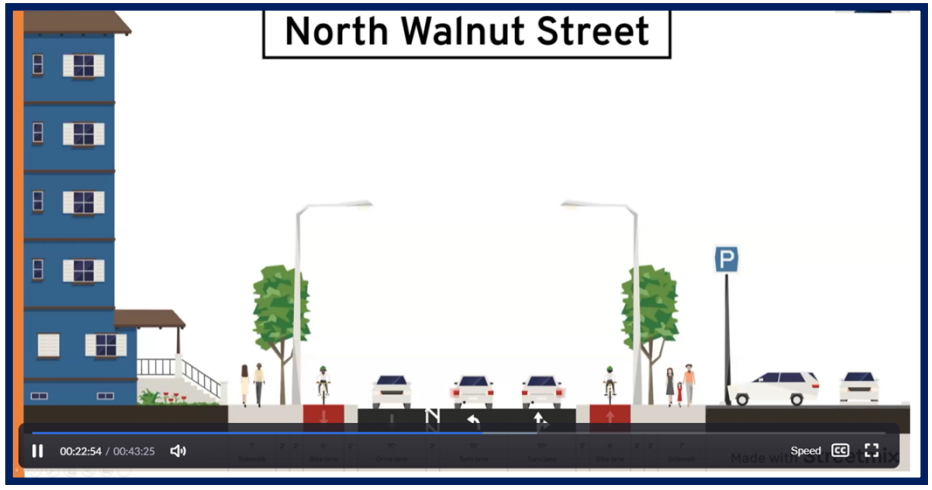
THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Studied as part of Bike Delaware's "Day with the Dutch"





DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

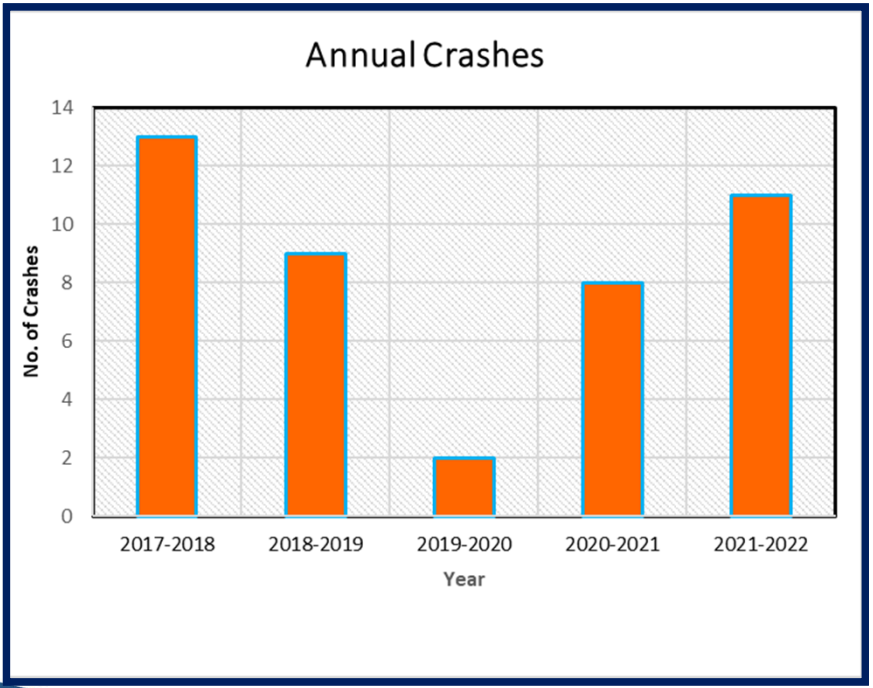
THE CITY of Milford DELAWARE

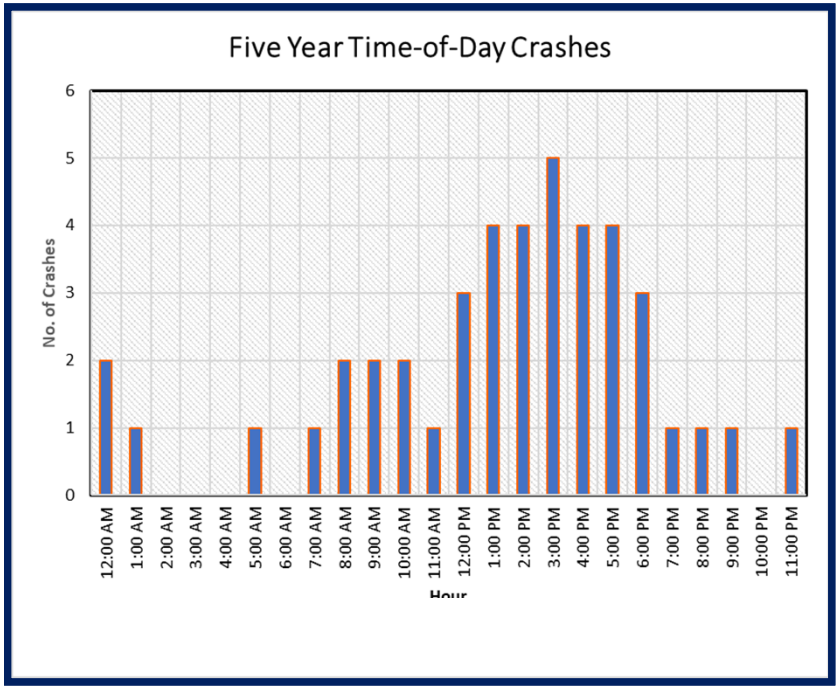
CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Existing Crash Data

- Crash data analyzed from November 10, 2017 through November 10, 2022
- Crash data study area 0.1-mile radius from intersection
- 43 crashes occurred / 23 crashes occurred at the intersection
- No fatal crashes





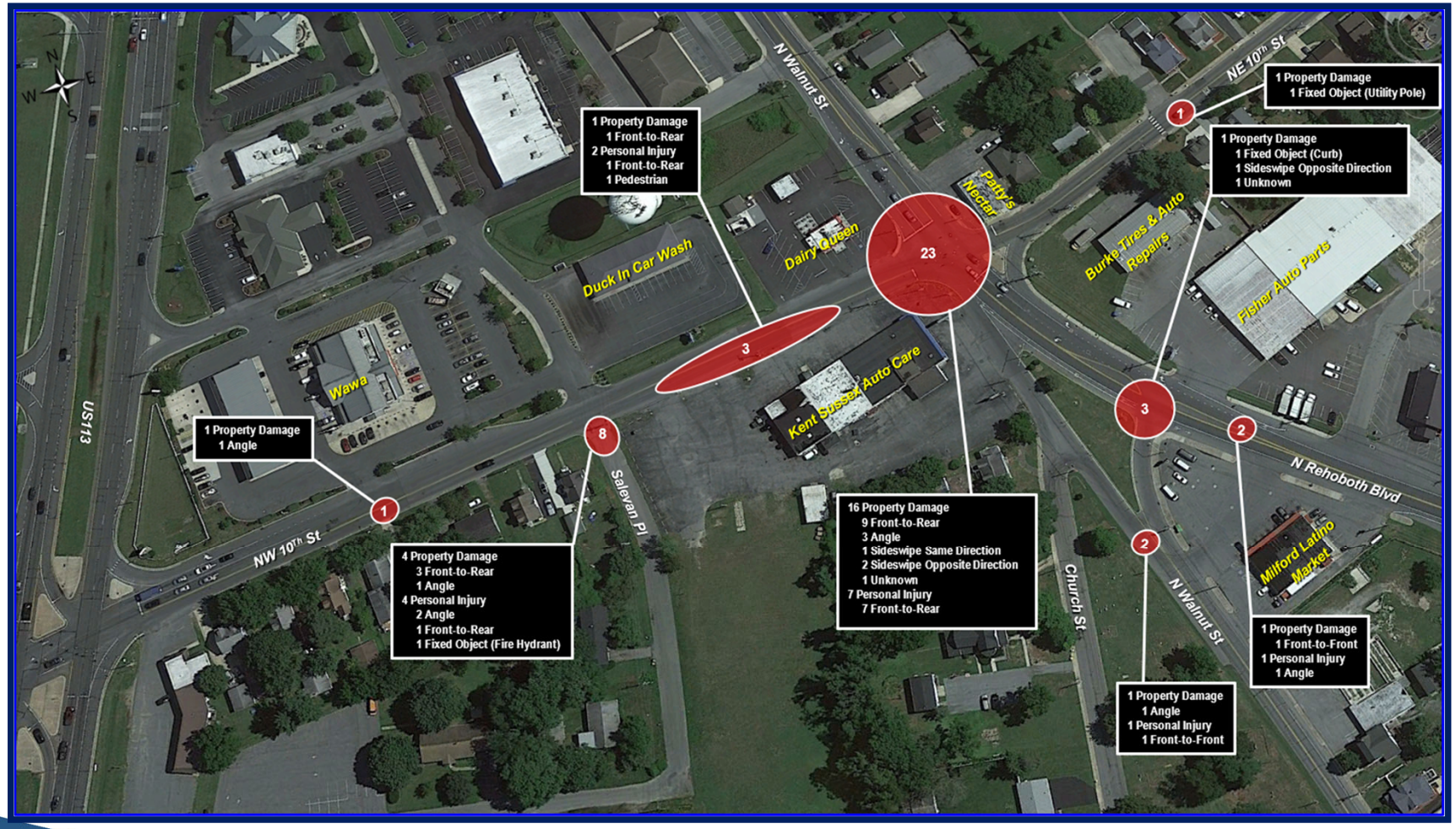
DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Existing Crash Data



DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Existing Levels of Service (LOS)

Level of Service Criteria		
LOS	Delay (Seconds per Vehicle)	
	Signalized	Unsignalized
A	0 to 10	0 to 10
B	>10 to 20	>10 to 15
C	>20 to 35	>15 to 25
D	>35 to 55	>25 to 35
E	>55 to 80	>35 to 50
F	>80	>50

SB N. Walnut St 2022 Weekday AM Peak Hour	
Delay	LOS
21.6	C

SB N. Walnut St 2022 Weekday Midday Peak Hour	
Delay	LOS
23.6	C

SB N. Walnut St 2022 Weekday PM Peak Hour	
Delay	LOS
25.7	C

EB NW 10th Street 2022 Weekday AM Peak Hour	
Delay	LOS
86.3	F

EB NW 10th Street 2022 Weekday Midday Peak Hour	
Delay	LOS
85.1	F

EB NW 10th Street 2022 Weekday PM Peak Hour	
Delay	LOS
141.7	F

N. Walnut St @ Church St 2022 Weekday AM Peak Hour	
Delay	LOS
9.2	A

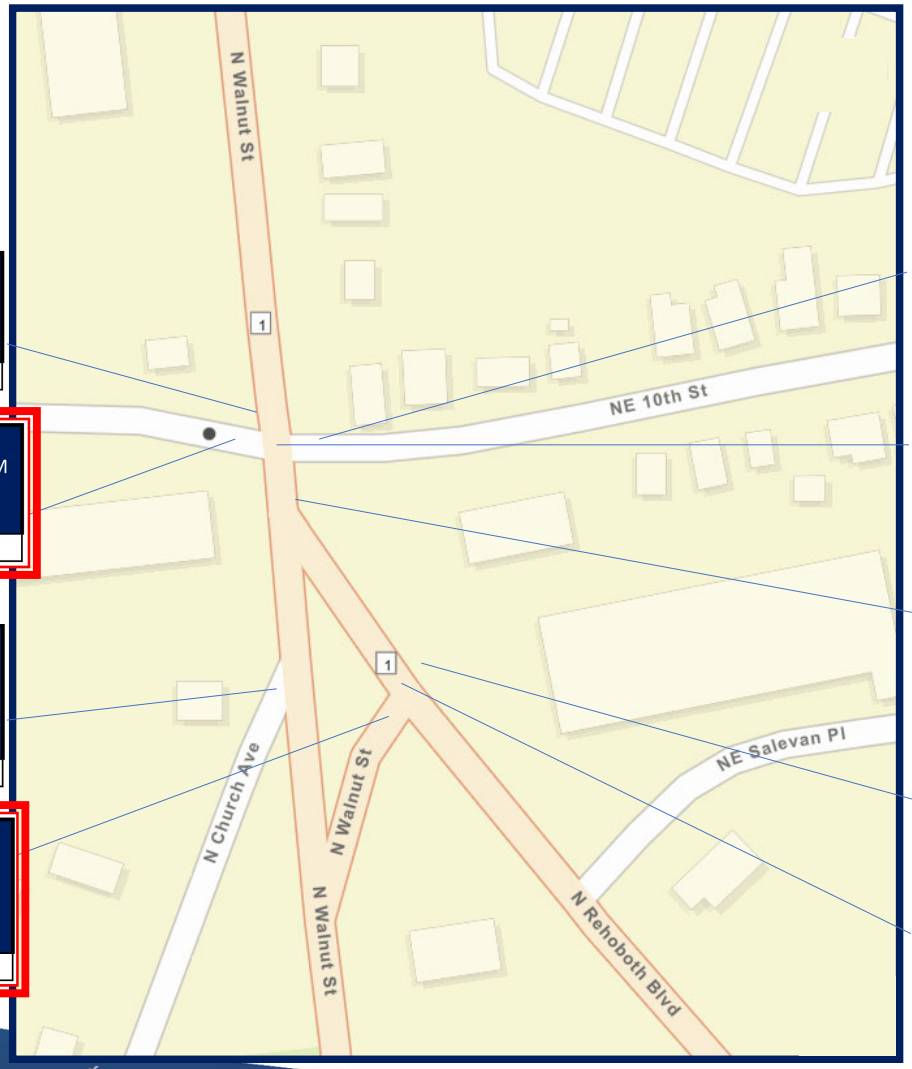
N. Walnut St @ Church St 2022 Weekday Midday Peak Hour	
Delay	LOS
9.1	A

N. Walnut St @ Church St 2022 Weekday PM Peak Hour	
Delay	LOS
9.3	A

N. Walnut St @ N. Rehoboth Blvd 2022 Weekday AM Peak Hour	
Delay	LOS
70.7	F

N. Walnut St @ N. Rehoboth Blvd 2022 Weekday Midday Peak Hour	
Delay	LOS
42.1	E

N. Walnut St @ N. Rehoboth Blvd 2022 Weekday PM Peak Hour	
Delay	LOS
96.5	F



WB NE 10th St 2022 Weekday AM Peak Hour	
Delay	LOS
24	C

WB NE 10th St 2022 Weekday Midday Peak Hour	
Delay	LOS
23.6	C

WB NE 10th St 2022 Weekday PM Peak Hour	
Delay	LOS
48.3	D

Intersection 2022 Weekday AM Peak Hour	
Delay	LOS
36.5	D

Intersection 2022 Weekday Midday Peak Hour	
Delay	LOS
36.7	D

Intersection 2022 Weekday PM Peak Hour	
Delay	LOS
61.6	E

NB N. Rehoboth Blvd 2022 Weekday AM Peak Hour	
Delay	LOS
12.6	B

NB N. Rehoboth Blvd 2022 Weekday Midday Peak Hour	
Delay	LOS
13.6	B

NB N. Rehoboth Blvd 2022 Weekday PM Peak Hour	
Delay	LOS
40.7	D

N. Walnut St @ N. Rehoboth Blvd 2022 Weekday AM Peak Hour	
Delay	LOS
12.2	B

N. Walnut St @ N. Rehoboth Blvd 2022 Weekday Midday Peak Hour	
Delay	LOS
15.3	C

N. Walnut St @ N. Rehoboth Blvd 2022 Weekday PM Peak Hour	
Delay	LOS
14.1	B

N. Walnut St @ N. Rehoboth Blvd 2022 Weekday AM Peak Hour	
Delay	LOS
9.1	A

N. Walnut St @ N. Rehoboth Blvd 2022 Weekday Midday Peak Hour	
Delay	LOS
8.3	A

N. Walnut St @ N. Rehoboth Blvd 2022 Weekday PM Peak Hour	
Delay	LOS
8.7	A

DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

THE CITY of Milford DELAWARE

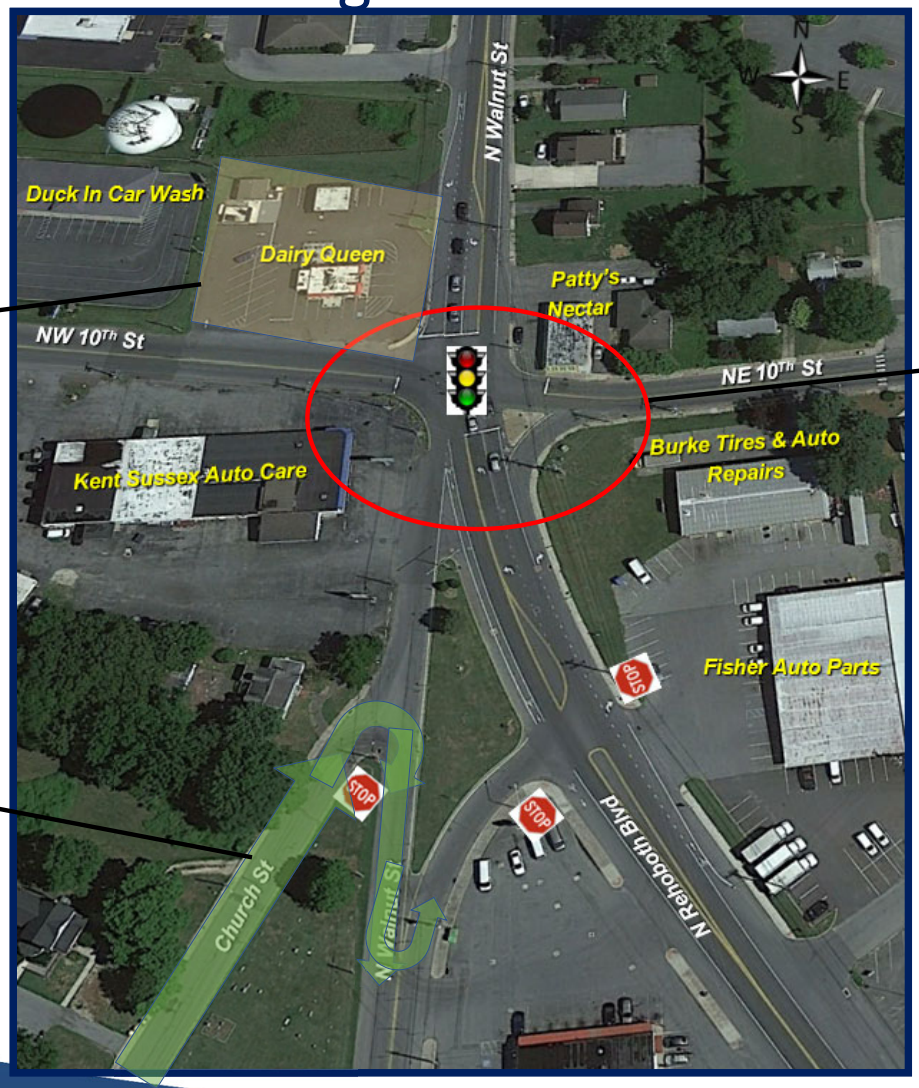
CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Existing Intersection

- Avoid Dairy Queen Property

- Awkward Turning Movement



- Congestion
- Lacking Ped/Bike Infrastructure

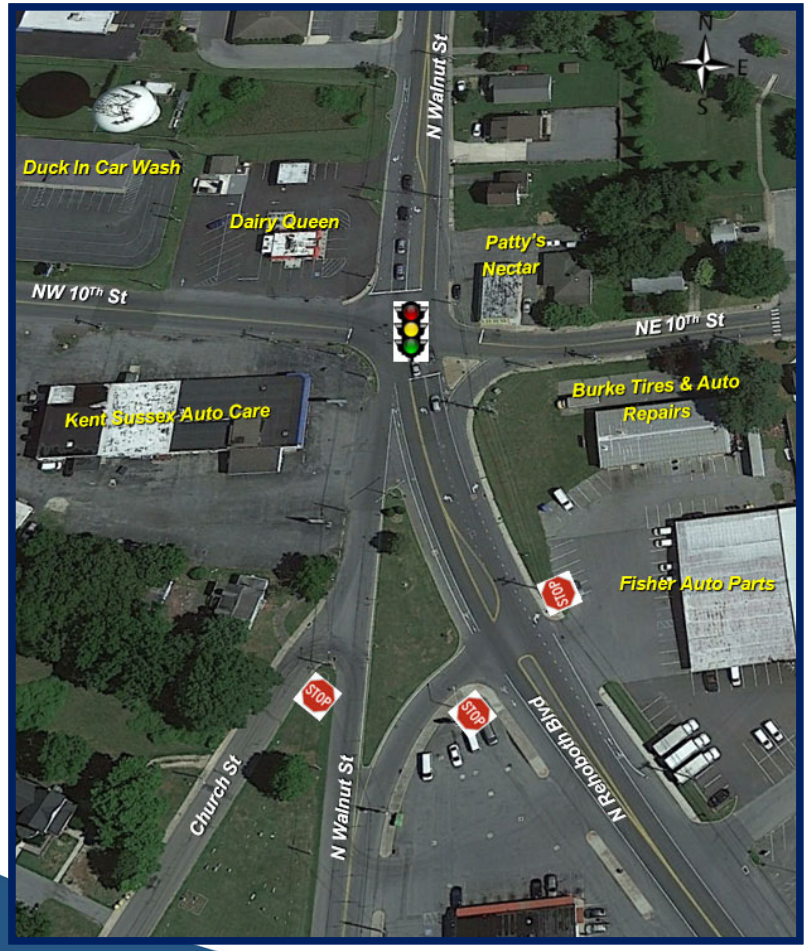
DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

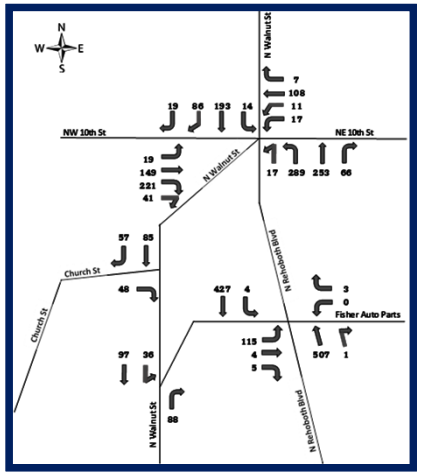
THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

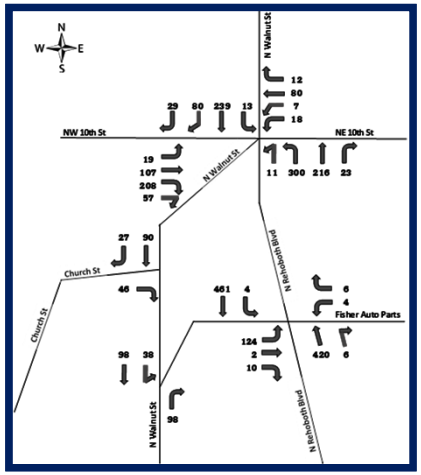
N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Existing Traffic Volumes

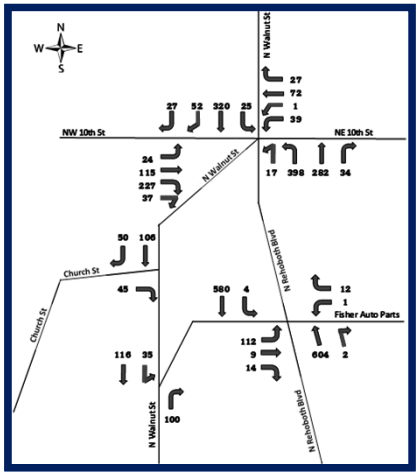




A.M. Peak



Midday Peak



P.M. Peak

DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

First Community Workshop

✓ December 13, 2022

- Milford Public Works Facility 6-8:00 pm
- Milford Senior High School and Milford Central Academy notified of workshop
- 17 attendees
- Comments/feedback was positive for improving this intersection
- Multiple attendees mentioned the intersection is at its worst at 2:30 when school lets out
- Key stakeholders (Meineke, Dairy Queen, and Patty's Nectars attended)

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Design year: 2050

Initial Alternatives:

1. Traditional Intersection
2. Protected Intersection
   a) Separates vehicles from bikes/peds
   b) Reduces/eliminates conflict points; provides clear travel paths for bikes/peds
3. Elongated Roundabout

DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Alternatives Considered But Not Progressed

- ✓ Traditional Intersection
  - •Does not meet project goals
- ✓ Roundabout
  - •Single lane roundabout fails in Design Year 2050
  - •Requires a two-lane roundabout
  - •Does not meet project goals
- ✓ Remove Rehoboth Blvd. NB left turns using Salevan Place jug handle
  - •Upgrade Salevan Plan to local road standards
  - •Restrict left turns from N. Rehoboth Blvd onto NE 10th Street
  - •Conflicts with truck restrictions
  - •Does not meet project goals

DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Modifications to Protected Intersection

- Prepared a comparison matrix for modifications:
  a) Prohibit northbound left from Rehoboth Blvd onto NW 10th Street – LOS E (66.9 sec/vehicle)
  b) NW 10th Street converted to one way eastbound – LOS D (40.4 seconds/vehicle)
  c) Convert approach of Rehoboth Blvd to 10th Street to a through lane and a through/right; reconfigure southbound N. Walnut Street to one left/through/right lane to accept the new through northbound lane – LOS D (45.9 seconds/vehicle)
  d) Convert NW 10th Street and Buccaneer St to one-way pairs LOS B (15.6 second/vehicle)

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Sensitivity Analysis

Phase the improvements

1. Immediate - Interim Improvements
2. 2037 - Protected Intersection with all improvements except one-way pairs
3. 2050 - Convert NW 10th Street and Buccaneer street to one way pairs

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Second Community Workshop

✓ January 23, 2023

- Milford Public Works Facility 6-8:00 pm
- Advertised through City of Milford and Dover/Kent MPO
- Milford Senior High School and Milford Central Academy notified of workshop
- 17 attendees
- Overall attendees were positive toward short and long-term improvements
- Mixed review on the one-way pair

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Interim Improvement

- ✓ **Project Cost: $1.14 Million**
- ✓ **Does not inc. ROW or Design Fees**

DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Protected Intersection Improvements

- ✓ **Project Cost: $3.8 Million**
- ✓ **Does not inc. ROW or Design Fees**

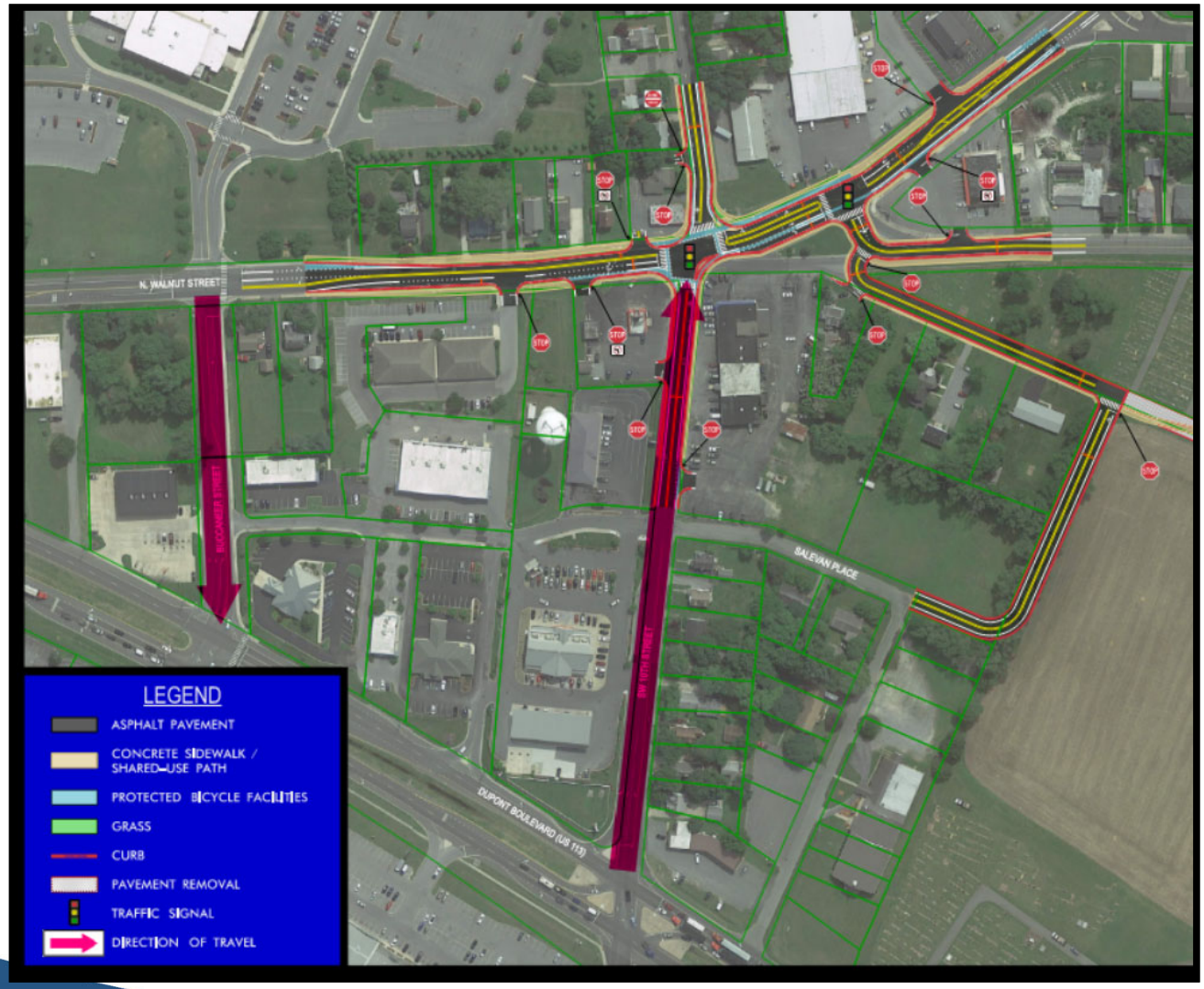
DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Protect Intersection Improvement - Ultimate Phase



- ✓ **Project Cost: $4.3 Million**
- ✓ **Does not inc. ROW or Design Fees**

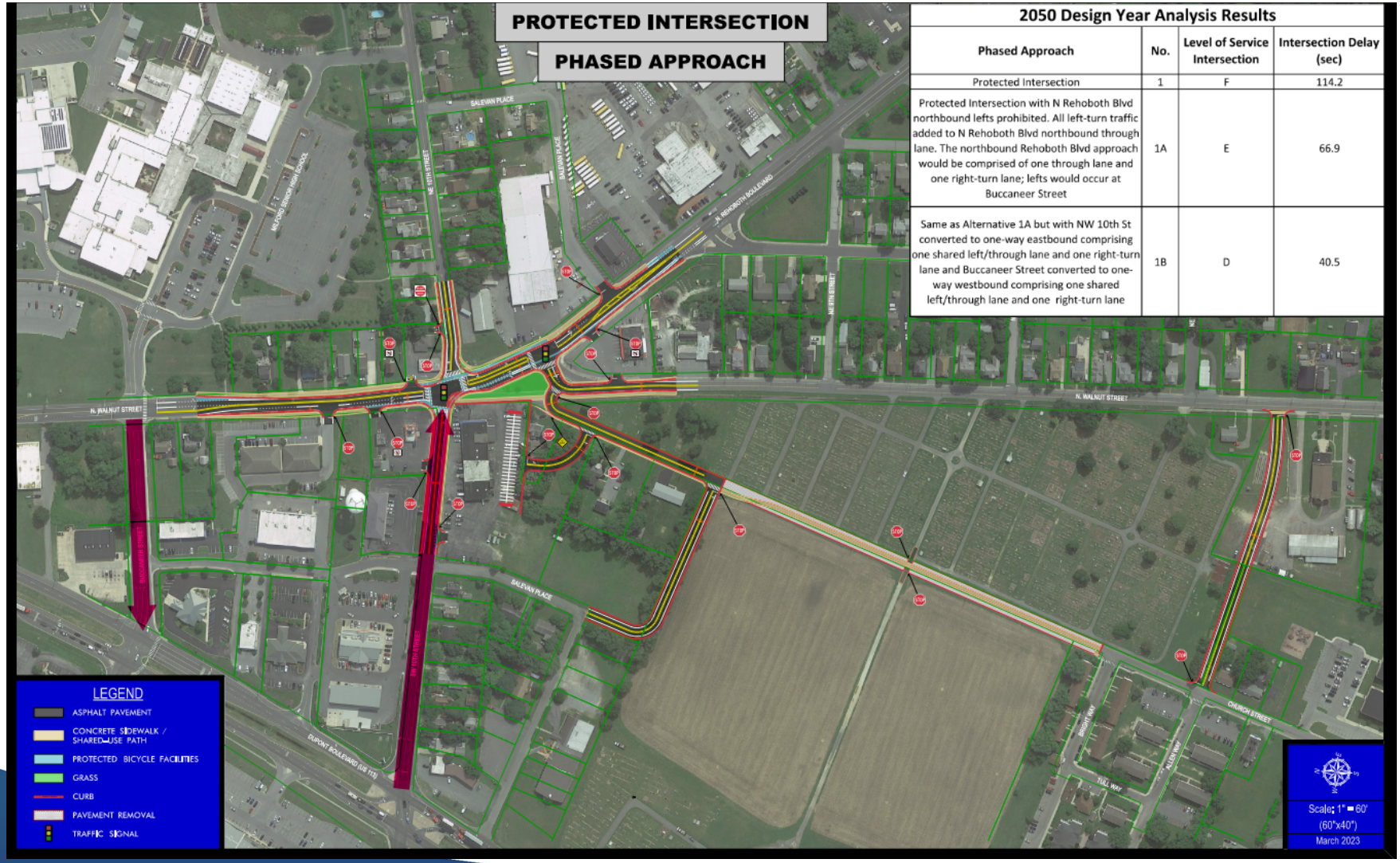
DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

Final Recommendation



2050 Design Year Analysis Results

Phased Approach	No.	Level of Service Intersection	Intersection Delay (sec)
Protected Intersection	1	F	114.2
Protected Intersection with N Rehoboth Blvd northbound lefts prohibited. All left-turn traffic added to N Rehoboth Blvd northbound through lane. The northbound Rehoboth Blvd approach would be comprised of one through lane and one right-turn lane; lefts would occur at Buccaneer Street	1A	E	66.9
Same as Alternative 1A but with NW 10th St converted to one-way eastbound comprising one shared left/through lane and one right-turn lane and Buccaneer Street converted to one-way westbound comprising one shared left/through lane and one right-turn lane	1B	D	40.5

DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

N. Walnut St./N. Rehoboth Blvd./10TH St. Intersection Study

THANK YOU!

James J. Galvin, Jr. AICP
Principal Planner
Dover/Kent County MPO
james.galvin@doverkentmpo.org
http://www.doverkentmpo.org

Rob Pierce
Planning Director
City of Milford
rpierce@milford-de.gov
http://cityofmilford.com

Sonia Marichic-Goudy
Century Engineering
smarichicgoudy@kleinfelder.com

DOVER/KENT COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION

THE CITY of Milford DELAWARE

CENTURY ENGINEERING
A Kleinfelder Company

FINANCE DEPARTMENT
10 SE Second Street
Milford, DE 19963

THE CITY of Milford DELAWARE

PHONE 302.424.5140
FAX 302.424.5932
www.cityofmilford.com

Date: July 5, 2023
To: Mayor and City Council
Through: Mark A. Whitfield, City Manager
From: Louis C. Vitola, Finance Director
Bill Pettigrew, IT Director
Re: Ratification of Central Square's Naviline Cloud Hosting Solution

---

EXECUTIVE SUMMARY

Staff recommend that City Council ratify an agreement with CentralSquare Technologies, LLC (CST), the City's sole-source provider of software solutions in the current ERP system environment, to migrate the IBM i400 Series to the cloud to permit upgrade functionality for critical modules and to reduce operational and recovery risk. Funding is allocated in the FY24 budget for this project.

DETAIL

The recently approved FY24-28 CIP includes $110,000 for Naviline & IBM iSeries Cloud Migration. The form of the enclosed agreement served as a letter of intent indicating the City's preference to award the migration service to CST, thereby locking in promotional savings of 50%, the terms of which CST management strictly enforced and pledged to rescind in the absence of the letter of intent delivered no later than June 30, 2023. City Council is required to ratify the enclosed agreement to perfect the terms and lock in the savings. The IT staff have reviewed alternative options to achieve similar goals, but even in the absence of the discount, the CST solution is the preferred alternative. Pending Council approval, work is expected to begin as early as this August. The initial cost estimate was $40,000 in licensing, $10,000 in setup fees and $57,580 in services and implementation, totaling $107,580 plus ancillary costs and contingencies to arrive at the $110,000 budget. The discounted quotation is $40,000 in licensing and $28,790 in services and implementation, totaling $68,790. Payment of the second half of the $28,790 in implementation fees is deferred until FY25.

RECOMMENDATION

Staff recommend that City Council ratify the enclosed agreement with CentralSquare Technologies, LLC for the City's budgeted Naviline & IBM iSeries Cloud Migration project for the quoted price of $68,790 plus $1,210 in contingencies for a total of $70,000.

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of June 30, **2023** (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **City of Milford, DE** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into a prior agreement for Software products with HTE, Inc. a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the HTE, Inc. Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all HTE, Inc. Software products, services, and contractual obligations; and

WHEREAS, Customer desires to discontinue use of the HTE, Inc. Software products and upgrade to the CentralSquare Software solution identified in Exhibit B to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the HTE, Inc. Software products being replaced by this Agreement.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Milford
1000 Business Center Drive Lake Mary, FL 32746	10 SE 2nd Street, Milford, DE , 19963
By:	By:
Print Name:	Print Name: Arthur James Campbell
Print Title:	Print Title: Mayor
Date Signed:	Date Signed: June 30, 2023

Solution: NaviLine PA Modernization

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Termination for non-ratification. If this contract is not ratified by the Milford (DE) City Council by July 15, 2023, it will be deemed null and void without liability on the part of either party.

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless

otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.

1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.

1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.

1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.

1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

1.8. **"Delivery"** means:

1.8.1. For on premise Solutions, when the software object code has been installed on Customer Systems and license keys have been received by Customer.

1.8.2. For cloud-based Solutions, when Authorized Users have received log-in access to the Solution or any module of the Solution.

1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.

1.10. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.

1.11. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.

1.12. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.13. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.

1.14. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support)

1.15. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

1.16. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

1.17. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

1.18. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.

1.19. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.

1.20. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

1.21. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

1.22. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

2.1. License Grant. For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

2.4. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.5. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current,

Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.

2.6. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. **Use Restrictions.** Authorized Users shall not:

3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;

3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. **Audit.**

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. **Customer Obligations.**

5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing

from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.

6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Confidentiality.

7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

8. Security.

8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.

8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and

9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.

10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.

10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

10.5. Services Warranty. CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.

10.6. **Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235

Attention: Legal/Contracts

If to Customer: **City of Milford**
10 SE 2nd Street
Milford, DE 19963
Phone: *customer to supply
Email: *customer to supply
Attention: *customer to supply POC

12. Force Majeure.
Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.3. **"Claim"** in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information

from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. **Assignment**. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. **Dispute Resolution**. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.

18. **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**

19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**

19.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**

20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

22. **Subcontractors.** CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

23. **Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

24. **Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.

25. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

26. **Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

27. **Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

28. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.

29. **Order of Precedence.**

    29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

        29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

    29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

29.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Solution(s) and Services Fee Schedule

Exhibit 2: Maintenance & Support

Exhibit 3: CentralSquare Access Management Policy

Exhibit 4: Certificate of Insurance (Evidence of Coverage)

Exhibit 5: Statement of Work

EXHIBIT 1
Solutions(s) and Services Fee Schedule

Quote #: Q-112967

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	AnalyticsNOW Cloud Annual Access Fee	1	7,500.00	- 3,313.80	4,186.20
2.	Horizon Cloud for NaviLine Annual Access Fee	1	40,000.00		40,000.00
3.	Modifications Annual Access Fee	1	3,465.00		3,465.00
4.	NaviLine Accounts Receivable-Annual Access Fee	1	4,104.00	- 711.42	3,392.58
5.	NaviLine Asset Management II Annual Access Fee	1	4,008.00	- 696.94	3,311.06
6.	NaviLine Building Permits Annual Access Fee	1	7,944.00	- 1,370.83	6,573.17
7.	NaviLine Business Licenses Annual Access Fee	1	3,441.55		3,441.55
8.	NaviLine Cash Receipts-Annual Access Fee	1	2,676.00	- 465.92	2,210.08
9.	NaviLine Click2Gov3 Building Permits Annual Access Fee	1	2,519.99		2,519.99
10.	NaviLine Click2Gov3 Business Licenses Annual Access Fee	1	2,258.39		2,258.39
11.	NaviLine Click2Gov3 Core Annual Access Fee	1	5,244.00	- 2,830.03	2,413.97
12.	NaviLine Click2Gov3 Customer Information System Annual Access Fee	1	3,727.01		3,727.01
13.	NaviLine Click2Gov3 Tax Billing & Collections Annual Access Fee	1	3,139.79		3,139.79
14.	NaviLine Code Enforcement Annual Access Fee	1	3,036.00	- 532.29	2,503.71
15.	NaviLine Customer Information System Annual Access Fee	1	12,228.00	- 1,422.22	10,805.78
16.	NaviLine Document Management Services Annual Access Fee	1	2,268.00	- 612.46	1,655.54
17.	NaviLine Global Financials Annual Access Fee	1	0.00		0.00
18.	NaviLine GMBA w/Extended Reporting Annual Access Fee	1	12,828.00	- 2,209.80	10,618.20
19.	NaviLine High Availability Annual Access Fee	1	4,660.62		4,660.62
20.	NaviLine Land/Parcel Mgmt-Annual Access Fee	1	5,496.00	- 1,434.65	4,061.35
21.	NaviLine Payroll/Personnel-Annual Access Fee	1	9,840.00	- 3,062.93	6,777.07
22.	NaviLine Planning & Engineering Annual Access Fee	1	7,944.00	- 1,370.83	6,573.17
23.	NaviLine Purchasing/Inventory-Annual Access Fee	1	7,668.00	- 1,323.15	6,344.85

24.	NaviLine Tax Billing & Collections Annual Access Fee	1	14,076.00	- 2,422.06	11,653.94
25.	NaviLine User Interface Annual Access Fee	1	12,000.00	- 12,000.00	0.00
26.	NaviLine Web Enablement Annual Access Fee	1	1,284.00	- 601.50	682.50
27.	NaviLine Work Orders/Facility Management Annual Access Fee	1	9,168.00	- 1,575.41	7,592.59
28.	OnePoint C2G eCheck Act. Annual Access Fee	1	1,745.25		1,745.25
29.	OnePoint Point-of-Sale Annual Access Fee	1	3,324.00	- 649.07	2,674.93

Software Subtotal	197,593.60 USD
Discount	- 38,605.31 USD
Software Total	158,988.29 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Horizon Cloud for Naviline Cloud Setup Fee	10,000.00
2.	Public Administration Project Management Services - Fixed Fee	20,475.00
3.	Public Administration Technical Services - Fixed Fee	27,105.00

Services Subtotal	57,580.00 USD
Discount	- 28,790.00 USD
Services Total	28,790.00 USD

QUOTE SUMMARY

Software Subtotal	197,593.60 USD
Services Subtotal	57,580.00 USD
Quote Subtotal	255,173.60 USD
Discount	- 67,395.31 USD
Quote Total	**187,778.29 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	158,988.29

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

[THE GUARANTE ON THE PRICING DISCOUNTS ABOVE IS CONTINGENT ON THIS AGREEMENT BEING FULLY EXECUTED BY JUNE 30, 2023]

Payment Terms:

a. CentralSquare professional Fixed Fee Services- ($28,790) are due 50% ($14,395) July 15, 2023 and 50% on the first anniversary of the Execution date ($14,395).
b. If applicable, Annual Access Fees are due on the Go-Live Date, and annually thereafter on the anniversary of the Go-Live Date.
c. Annual Subscription Fees shall increase by 5% year over year.
d. Annual Support & Maintenance Fees are due as follows:
    i. End Billing with Continued Support. Upon commencement of billing for the Annual Access Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit 1. CentralSquare shall continue to provide Customer with Maintenance of these products until the transition to a new environment is complete, at which time Maintenance will be terminated.
    ii. Credit. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customers first Annual Access Fee. The unused portion of paid Maintenance will consist of the amount unused as of Go-Live Date.
e. If applicable, non-subscription Hardware Fees are due on the Effective Date.
f. If applicable, Third-Party Fees are due on the Effective Date.
g. If applicable, Travel expenses shall be due as incurred, invoiced on a monthly basis for the travel expenses incurred in the preceding month.
h. Customer must pay all applicable support fees for its existing HTE, Inc system up to the date of Go Live for the CentralSquare software in order to receive the upgrade discount.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

Ancillary Fees:

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. **Product Updates and Releases**
   1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.

   1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

   1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. **Support**
   2.1. CentralSquare shall provide to Customer support via toll-free phone number *833-278-7877* or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.

   2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. **Online Support Portal**
   Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. **Exclusions from Technical Support Services**
   CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. **Customer Responsibilities**

   In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

   5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

   5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

   5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

   5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and

5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. **Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via Https://support.centralsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via Https://support.centralsquare.com/s/contact-us

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.

7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

   9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

   9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. **Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

> *Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4

Certificate of Insurance (Evidence of Coverage)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EO/C-GAWU-22-23	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: The Charter Oak Fire Insurance Co. 25615 INSURER B: Phoenix Insurance Company 25623 INSURER C: Travelers Property Casualty Company Of America 25674 INSURER D: Travelers Casualty And Surety Company 19038 INSURER E: AIG Specialty Insurance Company 26883 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** ATL-005494481-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			H-630-6S758660-COF-22	08/31/2022	08/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BA-6S783639-22-I3-G	08/31/2022	08/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB EXCESS LIAB DED X RETENTION $ 10,000			CUP-6S801390	08/31/2022	08/31/2023	OCCUR CLAIMS-MADE EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-6S783668-22-I3-G	08/31/2022	08/31/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	 1,000,000 1,000,000 1,000,000
E	E&O/Cyber			016930626	09/30/2022	08/31/2023	Limit SIR		5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
CentralSquare Technologies LLC 1000 Business Center Drive Lake Mary, FL 32746	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT 5
Statement of Work

Attached

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of June 30, **2023** (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **City of Milford, DE** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into a prior agreement for Software products with HTE, Inc. a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the HTE, Inc. Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all HTE, Inc. Software products, services, and contractual obligations; and

WHEREAS, Customer desires to discontinue use of the HTE, Inc. Software products and upgrade to the CentralSquare Software solution identified in Exhibit B to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the HTE, Inc. Software products being replaced by this Agreement.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Milford
1000 Business Center Drive Lake Mary, FL 32746	10 SE 2nd Street, Milford, DE , 19963
By:	By:
Print Name:	Print Name: Arthur James Campbell
Print Title:	Print Title: Mayor
Date Signed:	Date Signed: June 30, 2023

Solution: NaviLine PA Modernization

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Termination for non-ratification. If this contract is not ratified by the Milford (DE) City Council by July 15, 2023, it will be deemed null and void without liability on the part of either party.

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless

otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.

1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.

1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.

1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.

1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

1.8. **"Delivery"** means:

1.8.1. For on premise Solutions, when the software object code has been installed on Customer Systems and license keys have been received by Customer.

1.8.2. For cloud-based Solutions, when Authorized Users have received log-in access to the Solution or any module of the Solution.

1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.

1.10. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.

1.11. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.

1.12. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.13. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.

1.14. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support)

1.15. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

1.16. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

1.17. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

1.18. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.

1.19. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.

1.20. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

1.21. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

1.22. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

2.1. License Grant. For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

2.4. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.5. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current,

Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.

2.6. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. **Use Restrictions.** Authorized Users shall not:

3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;

3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. **Audit.**

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. **Customer Obligations.**

5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing

from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.

6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Confidentiality.

7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

8. Security.

8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.

8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and

9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.

10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.

10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

10.5. Services Warranty. CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.

10.6. **Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235

Attention: Legal/Contracts

If to Customer: **City of Milford**
10 SE 2nd Street
Milford, DE 19963
Phone: *customer to supply
Email: *customer to supply
Attention: *customer to supply POC

12. Force Majeure.
Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.3. **"Claim"** in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information

from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. **Assignment**. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. **Dispute Resolution**. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.

18. **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**

19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**

19.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**

20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

22. **Subcontractors.** CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

23. **Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

24. **Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.

25. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

26. **Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

27. **Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

28. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.

29. **Order of Precedence.**

    29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

        29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

    29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

29.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Solution(s) and Services Fee Schedule

Exhibit 2: Maintenance & Support

Exhibit 3: CentralSquare Access Management Policy

Exhibit 4: Certificate of Insurance (Evidence of Coverage)

Exhibit 5: Statement of Work

EXHIBIT 1
Solutions(s) and Services Fee Schedule

Quote #: Q-112967

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	AnalyticsNOW Cloud Annual Access Fee	1	7,500.00	- 3,313.80	4,186.20
2.	Horizon Cloud for NaviLine Annual Access Fee	1	40,000.00		40,000.00
3.	Modifications Annual Access Fee	1	3,465.00		3,465.00
4.	NaviLine Accounts Receivable-Annual Access Fee	1	4,104.00	- 711.42	3,392.58
5.	NaviLine Asset Management II Annual Access Fee	1	4,008.00	- 696.94	3,311.06
6.	NaviLine Building Permits Annual Access Fee	1	7,944.00	- 1,370.83	6,573.17
7.	NaviLine Business Licenses Annual Access Fee	1	3,441.55		3,441.55
8.	NaviLine Cash Receipts-Annual Access Fee	1	2,676.00	- 465.92	2,210.08
9.	NaviLine Click2Gov3 Building Permits Annual Access Fee	1	2,519.99		2,519.99
10.	NaviLine Click2Gov3 Business Licenses Annual Access Fee	1	2,258.39		2,258.39
11.	NaviLine Click2Gov3 Core Annual Access Fee	1	5,244.00	- 2,830.03	2,413.97
12.	NaviLine Click2Gov3 Customer Information System Annual Access Fee	1	3,727.01		3,727.01
13.	NaviLine Click2Gov3 Tax Billing & Collections Annual Access Fee	1	3,139.79		3,139.79
14.	NaviLine Code Enforcement Annual Access Fee	1	3,036.00	- 532.29	2,503.71
15.	NaviLine Customer Information System Annual Access Fee	1	12,228.00	- 1,422.22	10,805.78
16.	NaviLine Document Management Services Annual Access Fee	1	2,268.00	- 612.46	1,655.54
17.	NaviLine Global Financials Annual Access Fee	1	0.00		0.00
18.	NaviLine GMBA w/Extended Reporting Annual Access Fee	1	12,828.00	- 2,209.80	10,618.20
19.	NaviLine High Availability Annual Access Fee	1	4,660.62		4,660.62
20.	NaviLine Land/Parcel Mgmt-Annual Access Fee	1	5,496.00	- 1,434.65	4,061.35
21.	NaviLine Payroll/Personnel-Annual Access Fee	1	9,840.00	- 3,062.93	6,777.07
22.	NaviLine Planning & Engineering Annual Access Fee	1	7,944.00	- 1,370.83	6,573.17
23.	NaviLine Purchasing/Inventory-Annual Access Fee	1	7,668.00	- 1,323.15	6,344.85

24.	NaviLine Tax Billing & Collections Annual Access Fee	1	14,076.00	- 2,422.06	11,653.94
25.	NaviLine User Interface Annual Access Fee	1	12,000.00	- 12,000.00	0.00
26.	NaviLine Web Enablement Annual Access Fee	1	1,284.00	- 601.50	682.50
27.	NaviLine Work Orders/Facility Management Annual Access Fee	1	9,168.00	- 1,575.41	7,592.59
28.	OnePoint C2G eCheck Act. Annual Access Fee	1	1,745.25		1,745.25
29.	OnePoint Point-of-Sale Annual Access Fee	1	3,324.00	- 649.07	2,674.93

Software Subtotal	197,593.60 USD
Discount	- 38,605.31 USD
Software Total	158,988.29 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Horizon Cloud for Naviline Cloud Setup Fee	10,000.00
2.	Public Administration Project Management Services - Fixed Fee	20,475.00
3.	Public Administration Technical Services - Fixed Fee	27,105.00

Services Subtotal	57,580.00 USD
Discount	- 28,790.00 USD
Services Total	28,790.00 USD

QUOTE SUMMARY

Software Subtotal	197,593.60 USD
Services Subtotal	57,580.00 USD
Quote Subtotal	255,173.60 USD
Discount	- 67,395.31 USD
Quote Total	**187,778.29 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	158,988.29

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

[THE GUARANTE ON THE PRICING DISCOUNTS ABOVE IS CONTINGENT ON THIS AGREEMENT BEING FULLY EXECUTED BY JUNE 30, 2023]

Payment Terms:

a. CentralSquare professional Fixed Fee Services- ($28,790) are due 50% ($14,395) July 15, 2023 and 50% on the first anniversary of the Execution date ($14,395).
b. If applicable, Annual Access Fees are due on the Go-Live Date, and annually thereafter on the anniversary of the Go-Live Date.
c. Annual Subscription Fees shall increase by 5% year over year.
d. Annual Support & Maintenance Fees are due as follows:
    i. End Billing with Continued Support. Upon commencement of billing for the Annual Access Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit 1. CentralSquare shall continue to provide Customer with Maintenance of these products until the transition to a new environment is complete, at which time Maintenance will be terminated.
    ii. Credit. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customers first Annual Access Fee. The unused portion of paid Maintenance will consist of the amount unused as of Go-Live Date.
e. If applicable, non-subscription Hardware Fees are due on the Effective Date.
f. If applicable, Third-Party Fees are due on the Effective Date.
g. If applicable, Travel expenses shall be due as incurred, invoiced on a monthly basis for the travel expenses incurred in the preceding month.
h. Customer must pay all applicable support fees for its existing HTE, Inc system up to the date of Go Live for the CentralSquare software in order to receive the upgrade discount.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

Ancillary Fees:

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. **Product Updates and Releases**
   1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.

   1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

   1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. **Support**
   2.1. CentralSquare shall provide to Customer support via toll-free phone number *833-278-7877* or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.

   2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. **Online Support Portal**
   Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. **Exclusions from Technical Support Services**
   CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. **Customer Responsibilities**

   In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

   5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

   5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

   5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

   5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and

5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. **Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via Https://support.centralsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via Https://support.centralsquare.com/s/contact-us

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.

7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

   9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

   9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. **Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

> *Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4

Certificate of Insurance (Evidence of Coverage)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EO/C-GAWU-22-23	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: The Charter Oak Fire Insurance Co. 25615 INSURER B: Phoenix Insurance Company 25623 INSURER C: Travelers Property Casualty Company Of America 25674 INSURER D: Travelers Casualty And Surety Company 19038 INSURER E: AIG Specialty Insurance Company 26883 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** ATL-005494481-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			H-630-6S758660-COF-22	08/31/2022	08/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BA-6S783639-22-I3-G	08/31/2022	08/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB EXCESS LIAB DED X RETENTION $ 10,000			CUP-6S801390	08/31/2022	08/31/2023	OCCUR CLAIMS-MADE EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-6S783668-22-I3-G	08/31/2022	08/31/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	 1,000,000 1,000,000 1,000,000
E	E&O/Cyber			016930626	09/30/2022	08/31/2023	Limit SIR		5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
CentralSquare Technologies LLC 1000 Business Center Drive Lake Mary, FL 32746	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT 5
Statement of Work

Attached

CITY OF MILFORD
NOTICE OF PUBLIC HEARING
Planning Commission Hearing: Tuesday, July 18, 2023 @ 6:00 PM
City Council Hearing: Monday, July 24, 2023 @ 6:00 PM

NOTICE IS HEREBY GIVEN that the proposed Ordinance is currently under review by the City of Milford Planning Commission and City Council. City Council has the option to approve or deny the application. By not adopting the ordinance, City Council will deny the application. By adopting the ordinance, City Council will approve the application and the reason for the language being written in the affirmative. This form of writing is not used to influence any decision of City Council:

ORDINANCE 2023-26
Application of Cypress Hall on behalf of Shawnee Farm, LLC
91.69 +/- acres of land located along the west side of Route 113
approximately 3,100 feet south of the Shawnee Road intersection
Application Type: Conditional Use – Comprehensive Sign Plan
Comprehensive Plan Designation: Moderate Density Residential
Zoning District: R-3 (Garden Apartment and Townhouse District)
Present and Proposed Use: Planned Unit Development
Tax Parcel: 1-30-3.00-261.01, 1-30-3.00-562.00 thru 659.00

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 eleven (11) foot tall two-sided freestanding sign containing 27 square feet for each sign face; and

WHEREAS, the City of Milford Planning Commission will consider the application during their meeting on Tuesday, July 18, 2023, 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, July 24, 2023 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 Delaware State News on June 29, 2023, 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 l. Upon the adoption of this Ordinance, Cypress Hall on behalf of Shawnee Farm, LLC is hereby granted a Conditional Use to amend their Comprehensive Sign Plan at their site located along the west side of Route 113 approximately 3,100 feet south of the Shawnee Road intersection, currently zoned R-3 (Garden Apartment and Townhouse District), 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, July 10, 2023
Planning Commission Review & Public Hearing: Tuesday, July 18, 2023
City Council Public Hearing: Monday, July 24, 2023

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: Delaware State News 06/29/2023
062223

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

DATA SHEET FOR CYPRESS HALL

Planning Commission Meeting: July 18, 2023

Application Number / Name	:	18-011 / Cypress Hall
Applicant	:	Shawnee Farm, LLC 105 Foulk Road Wilmington, DE 19803
Owner	:	Same
Application Type	:	Comprehensive Sign Plan
Comprehensive Plan Designation	:	Moderate Density Residential
Zoning District	:	R-3 (Garden Apartment and Townhouse District)
Present Use	:	Planned Unit Development
Proposed Use	:	Planned Unit Development
Area and Location	:	91.69 +/- acres of land located along the west side of Route 113 approximately 3,100 feet south of the Shawnee Road intersection.
Property Identification Numbers	:	1-30-3.00-261.01, 1-30-3.00-562.00 thru 659.00

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

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

STAFF ANALYSIS REPORT
June 30, 2023

Application Number / Name	**:**	18-011 / Cypress Hall
Application Type	**:**	Comprehensive Sign Plan
Property Identification Numbers	**:**	1-30-3.00-261.01, 1-30-3.00-562.00 thru 659.00
Area and Location	**:**	91.69 +/- acres of land located along the west side of Route 113 approximately 3,100 feet south of the Shawnee Road intersection.

I. BACKGROUND INFORMATION:

- City Council approved the Final Major Subdivision application for Phase I on July 25, 2022 and the Planning Commission approved the Final Site Plan application for Phase II on July 19, 2022 for the construction of 96 townhouses and 288 multi-family units.

- City Council approved the Preliminary Major Subdivision application for Phase III on March 28, 2022 for the construction of 118 single-family detached dwellings and 46 single-family semi-detached dwellings.

- The applicant is seeking a Comprehensive Sign Plan approval for the construction of a subdivision sign that does not comply with the general requirements for subdivision signs found under Chapter 230-24.11.

- Per Chapter 230-24.25, planned unit developments may submit a Comprehensive Sign Plan for Planning Commission and 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 developer is seeking approval for a deviation from Chapter 230-24.11(B) which states "subdivisions, apartments, multi-family dwellings and condominiums are permitted the following: (1) one freestanding sign not to exceed 64 square feet of sign area per side and four feet in height and further provided that one such sign shall be permitted for each separate entrance." The developer is seeking approval to construct a nine (9) foot tall, one-sided monument sign containing approximately 20 square feet of sign area. The sign includes a 2-foot by 18-foot black ledge stone base and a ornamental tree feature that extends 9 feet above grade. See enclosed exhibits. The sign would be located on the south side of the main entrance into the development from Route 113 along Geyer Avenue as shown on the provided site plan.

(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 an architectural section view of the multi-family building for reference.

(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: Wall mounted signs will be reviewed during the building inspection process for the multi-family buildings.

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

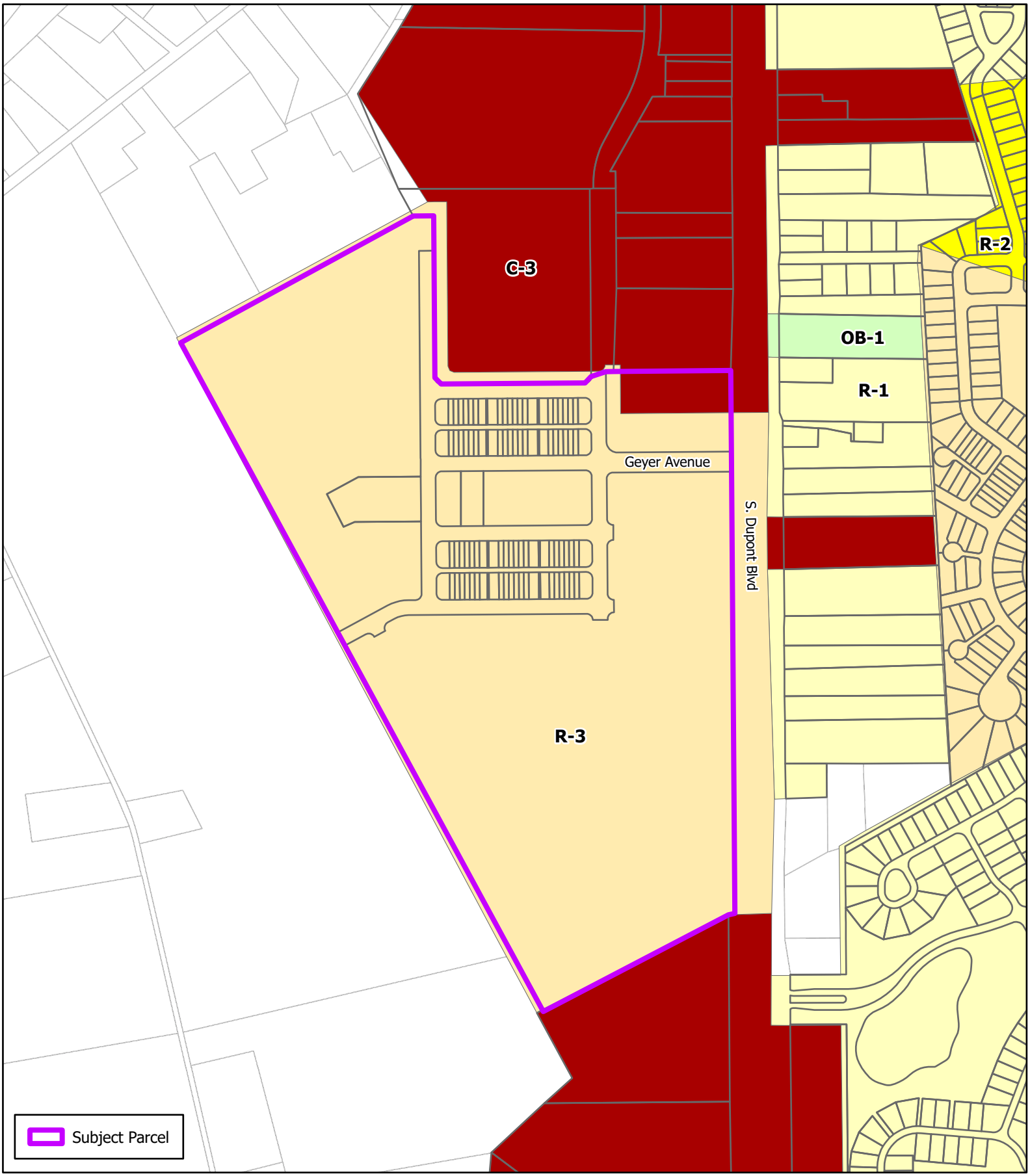
Staff Response: Enclosed is a copy of the landscaping plan. The proposed landscaping does not conflict with the proposed sign placement.

(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



THE CITY of Milford DELAWARE

Scale: 0 300 600 Feet

Drawn by: WRP

Date: 06/30/23

Filepath: CU_CypressHall_Sign.aprx

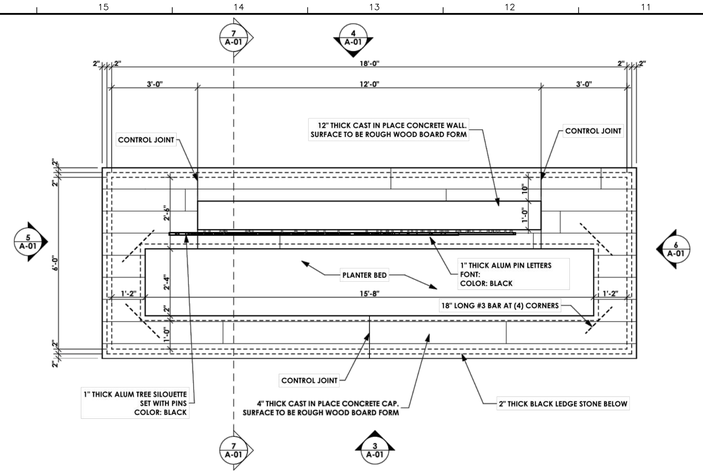
Title:

Comprehensive Sign Plan

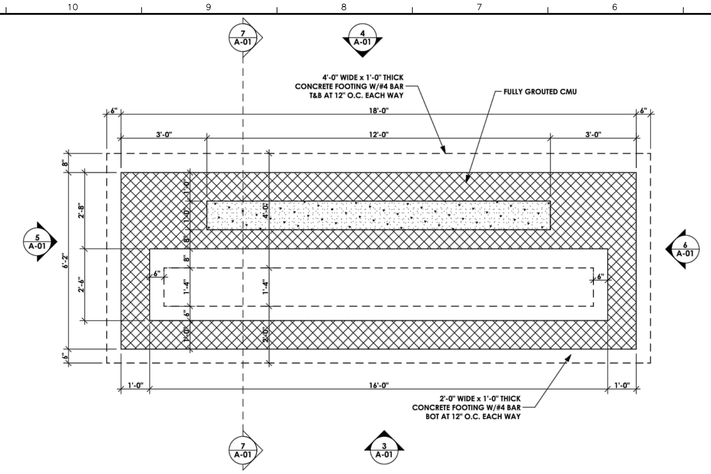
Cypress Hall

Location & Zoning Map

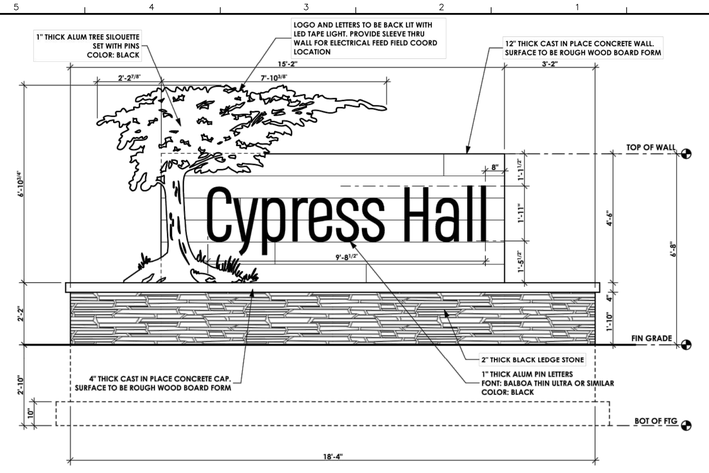
Cypress Hall



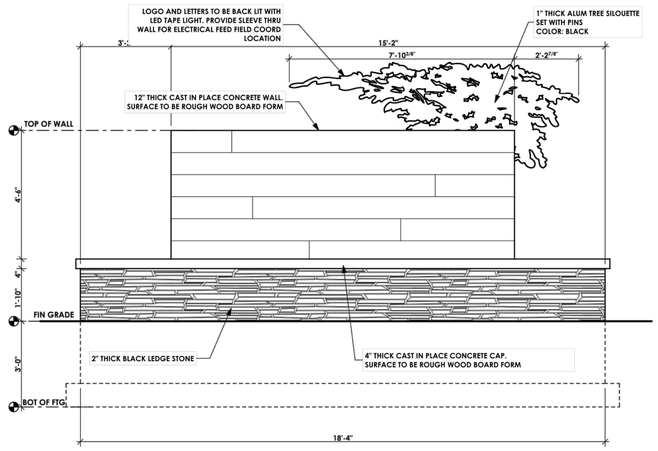
1 A-01 **TOP VIEW**
SCALE: 1/2" = 1'-0"



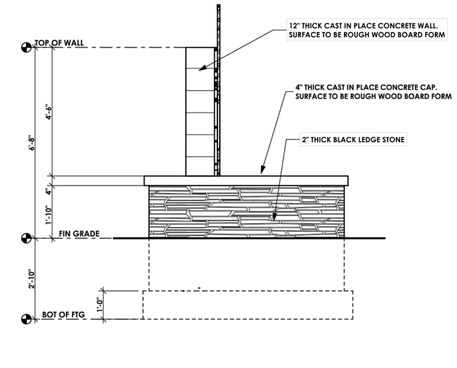
2 A-01 **FOUNDATION PLAN**
SCALE: 1/2" = 1'-0"



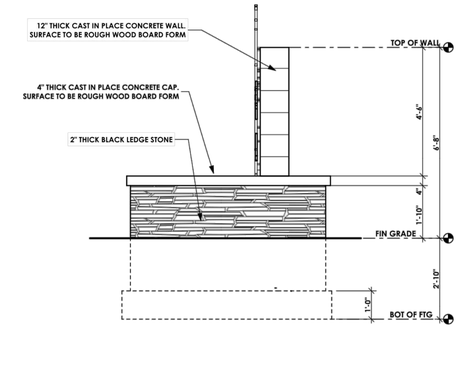
3 A-01 **FRONT ELEVATION**
SCALE: 1/2" = 1'-0"



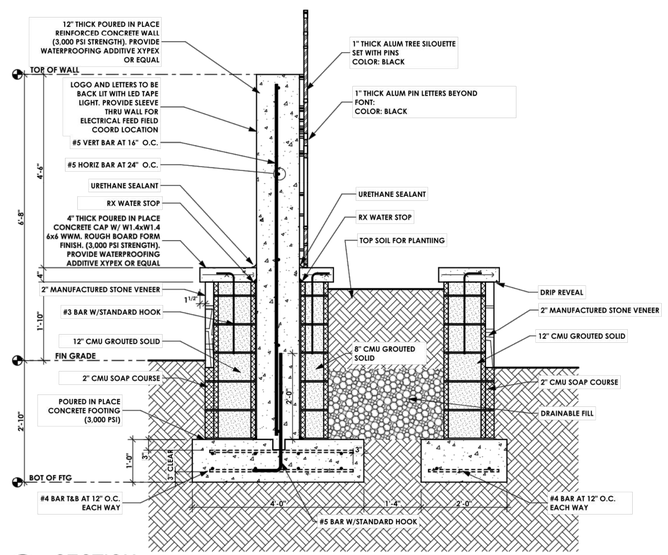
4 A-01 **REAR ELEVATION**
SCALE: 1/2" = 1'-0"



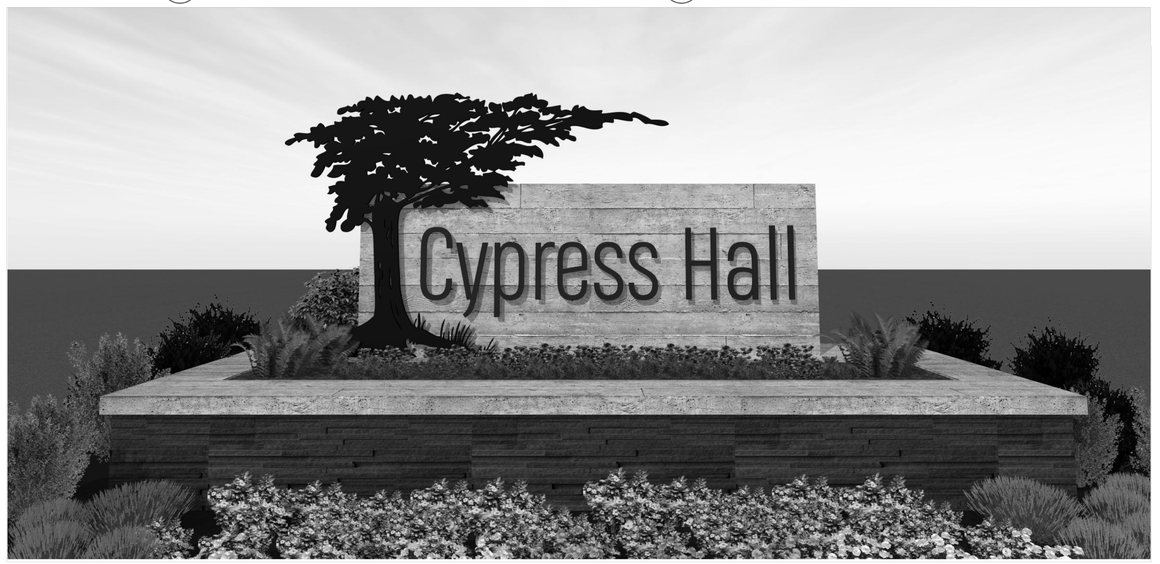
5 A-01 **LEFT ELEVATION**
SCALE: 1/2" = 1'-0"



6 A-01 **RIGHT ELEVATION**
SCALE: 1/2" = 1'-0"



7 A-01 **SECTION**
SCALE: 3/4" = 1'-0"



8 A-01 **FRONT RENDERING**
SCALE: 1:0.56

DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
OCEAN CITY, MD (302) 537-1331
EASTON, MARYLAND (410) 770-4744

SIGNAGE DETAILS

CYPRESS HALL - RESIDENTIAL

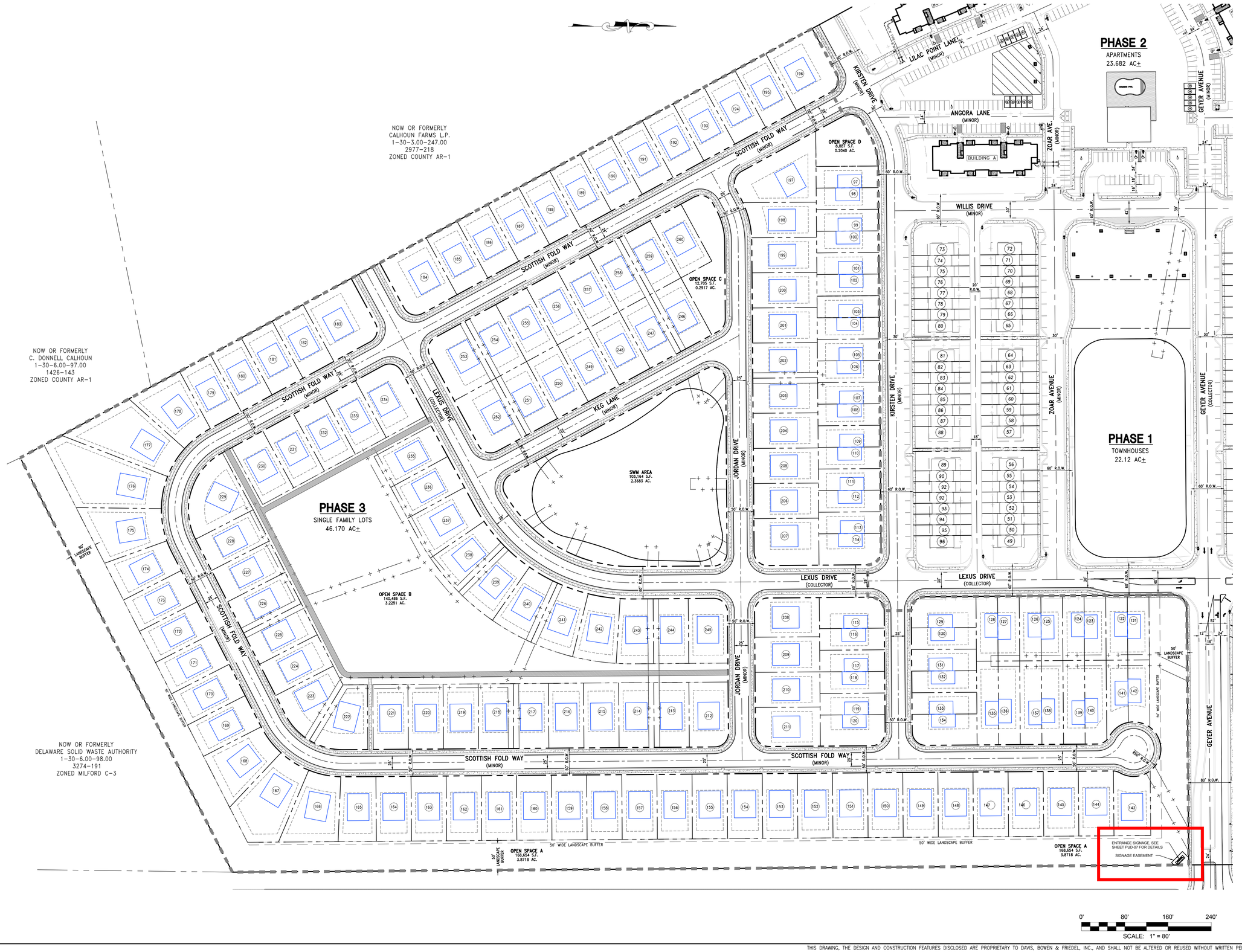
CEDAR CREEK HUNDRED
CITY OF MILFORD, SUSSEX COUNTY, DELAWARE

Revisions:

Date: MAY 2023
Scale: NOT TO SCALE
Dwn.By: ADM
Proj.No.: 1423A001
Dwg.No.: **PUD-07**

THIS DRAWING, THE DESIGN AND CONSTRUCTION FEATURES DISCLOSED ARE PROPRIETARY TO DAVIS, BOWEN & FRIEDEL, INC., AND SHALL NOT BE ALTERED OR REUSED WITHOUT WRITTEN PERMISSION. COPYRIGHT©2023

C:\Users\MCKA~1.DBF\AppData\Local\Temp\AcPublish_10860\Unsaved Drawing2.dwg Apr 14, 2023 - 10:56am mcka



DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
ANNAPOLIS, MARYLAND (301) 261-1444
EASTON, MARYLAND (410) 770-4744

PHASE 3 SINGLE AND TWO-FAMILY LOTS

CYPRESS HALL - RESIDENTIAL

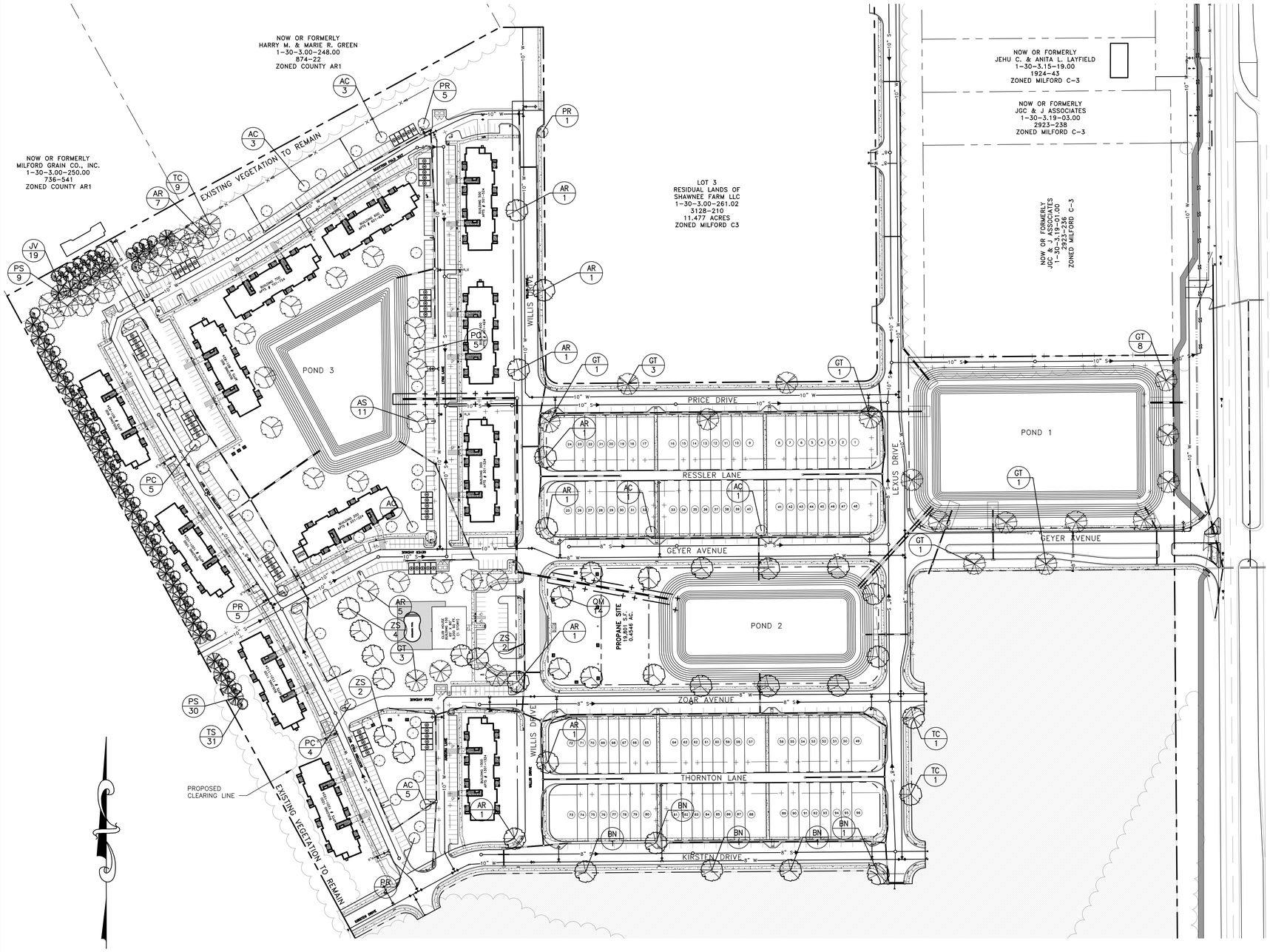
CEDAR CREEK HUNDRED
CITY OF MILFORD, SUSSEX COUNTY, DELAWARE

Revisions:
2021-11-23 KCI COMMENTS
2022-01-07 KCI COMMENTS

Date: AUGUST 2021
Scale: 1" = 80'
Dwn.By: DEG
Proj.No.: 1423A001
Dwg.No.: PUD-05

THIS DRAWING, THE DESIGN AND CONSTRUCTION FEATURES DISCLOSED ARE PROPRIETARY TO DAVIS, BOWEN & FRIEDEL, INC., AND SHALL NOT BE ALTERED OR REUSED WITHOUT WRITTEN PERMISSION. COPYRIGHT ©2021

C:\Users\MCKA~1.DBF\AppData\Local\Temp\AcPublish_10860\Unsaved Drawing2.dwg Apr 14, 2023 - 10:55am mcka



0′ 100′ 200′ 300′

LEGEND:

- = BOUNDARY LINE
- = RIGHT-OF-WAY
- = LOT LINE
- (8) = LOT DELINEATION
- 40 = EXISTING TOPOGRAPHIC LINE
- 40 = PROPOSED TOPOGRAPHIC LINE
- = VEGETATION LINE

GENERAL LANDSCAPE NOTES

1 QUALITY AND SIZE OF PLANTS, SPREAD OF ROOTS, AND SIZE OF BALLS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN "AMERICAN STANDARDS FOR NURSERY STOCK".

2 CONTRACTOR SHALL BE REQUIRED TO GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR AFTER INSTALLATION IS COMPLETE AND FINAL ACCEPTANCE OF PHASE I SITE WORK HAS BEEN GIVEN. AT THE END OF ONE YEAR ALL PLANT MATERIAL WHICH IS DEAD OR DYING SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AS ORIGINALLY SPECIFIED.

3 CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND MAY MAKE MINOR ADJUSTMENTS IN SPACING AND/OR LOCATION OF PLANT MATERIALS. CONTRACTOR TO VERIFY "AS BUILT" LOCATION OF ALL UTILITIES.

4 NO SUBSTITUTIONS SHALL BE MADE WITHOUT APPROVAL OF THE OWNER.

5 ALL AREAS NOT STABILIZED IN PAVING OR PLANT MATERIALS SHOULD BE SEEDED AND MULCHED. (SEE EROSION & SEDIMENT CONTROL PLAN.)

6 EVERGREEN TREES SHALL HAVE A FULL, WELL-BRANCHED, CONICAL FORM TYPICAL OF THE SPECIES.

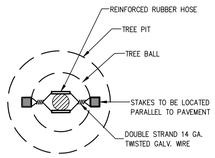
7 ALL DECIDUOUS SHADE TREES SHALL BRANCH A MINIMUM OF 7'-0" ABOVE GROUND LEVEL. TREES SHALL BE PLANTED AND STAKED IN ACCORDANCE WITH THE STAKING DETAIL SHOWN.

8 THE FULL EXTENT OF ALL PLANTING BEDS SHALL RECEIVE 4" OF TOPSOIL AND 3" OF BARK MULCH PER SPECIFICATIONS.

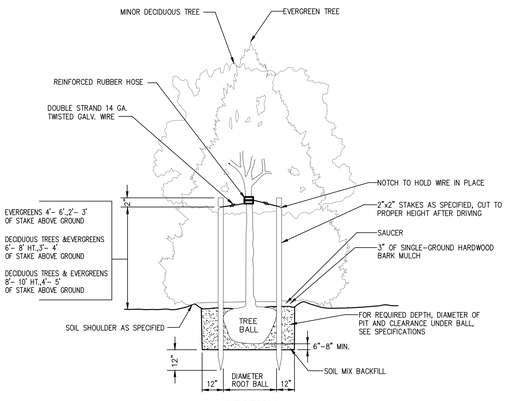
9 THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTINGS SHOWN ON THIS DRAWING AND AS SPECIFIED.

10 ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE AS THE PLANT'S ORIGINAL GRADE BEFORE DIGGING.

11 THE CONTRACTOR SHALL WATER ALL PLANTS THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING, AND THEN WEEKLY OR MORE OFTEN, IF NECESSARY, DURING THE FIRST GROWING SEASON.



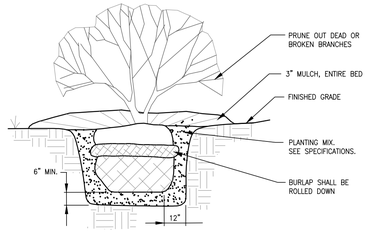
PLAN



SECTION

STAKING DETAIL

NO SCALE



SHRUB PLANTING DETAIL

NO SCALE

LANDSCAPE PLANT SCHEDULE

SYMBOL	KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
		DECIDUOUS TREE			
	AR	Acer rubrum 'Red Sunset'	RED MAPLE	1 3/4"-2" Cal., B&B	20
	AS	Acer saccharum 'Green Mountain'	SUGAR MAPLE	1 3/4"-2" Cal., B&B	11
	BN	Betula nigra 'BNMTF'	DURA HEAT RIVER BIRCH	1 3/4"-2" Cal., B&B	5
	AC	Amelanchier canadensis	SHADBLOW SERVICEBERRY	1 3/4"-2" Cal., B&B	17
	PR	Prunus serrulata 'Amanogawa'	AMANOGAWA JAPANESE FLOWERING CHERRY	1 3/4"-2" Cal., B&B	14
	PC	Pyrus calleryana 'Cleveland Select'	"CLEVELAND SELECT" CALLERY PEAR	5'/6' Ht., B&B	14
	QM	Quercus macrocarpa	WILLOW OAK	1 3/4"-2" Cal., B&B	14
	ZS	Zelkova serrata	JAPANESE ZELKOVA	1 3/4"-2" Cal., B&B	8
	GT	Gleditsia triacanthos 'Inermis'	THORNLESS HONEY LOCUST	1 3/4"-2" Cal., B&B	18
	TC	Tilia cordata	LITTLELEAF LINDEN	1 3/4"-2" Cal., B&B	11
		EVERGREEN TREE			
	PS	Pinus strobus	EASTERN WHITE PINE	5'/6' Ht., B&B	30
	JV	Juniperus virginiana	EASTERN RED CEDAR	5'/6' Ht., B&B	19
	TS	Tsuga canadensis	CANADIAN HEMLOCK	5'/6' Ht., B&B	31
				TOTAL	188

DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS, ENGINEERS & SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441

LANDSCAPE PLAN

CYPRESS HALL - RESIDENTIAL
CEDAR CREEK HUNDRED, CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

Date:	JUNE, 2017
Scale:	1" = 100'
Dwn.By:	DJR
Proj.No.:	1423A004
Dwg.No.:	L1.01

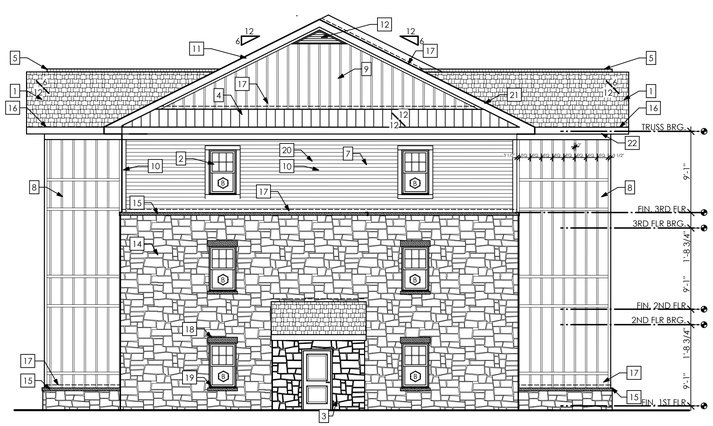
THIS DRAWING, THE DESIGN AND CONSTRUCTION FEATURES DISCLOSED ARE PROPRIETARY TO DAVIS, BOWEN & FRIEDEL, INC., AND SHALL NOT BE ALTERED OR REUSED WITHOUT WRITTEN PERMISSION. COPYRIGHT © 2019

1 A2.01 ENTRANCE ELEVATION (A/B)

SCALE: 1/8" = 1'-0"

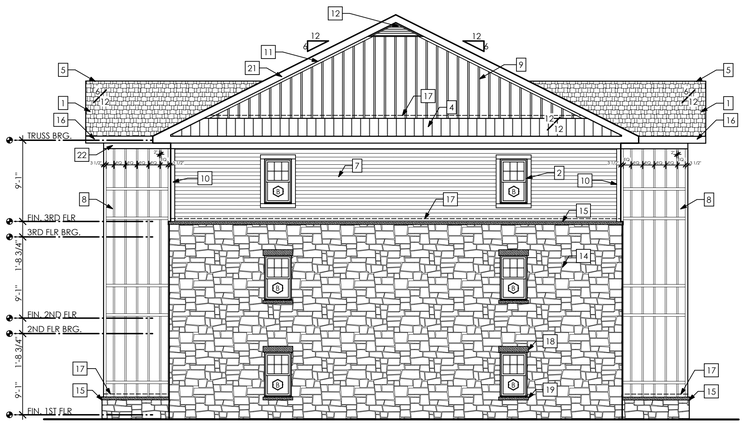
3 A2.01 REAR ELEVATION BLDG 13 (B/A)

SCALE: 1/8" = 1'-0"



4 A2.01 LEFT 'A' ELEVATION

SCALE: 1/8" = 1'-0"



5 A2.01 RIGHT 'B' ELEVATION

SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES

1. 30 YR ARCH. ROOF SHINGLES
2. WINDOW PER SCHEDULE. TRIM OUT WITH 5/4 X 6 PVC TRIM
3. EXTERIOR DOOR PER SCHEDULE, PROVIDE METAL DRIP EDGE FLASHING ABOVE THE DOOR
4. STANDING SEAM METAL ROOF
5. CONT. RIDGE VENT
6. MECHANICAL ROOM LOUVER VENT; COLOR TO MATCH ADJACENT SIDING COLORS
7. VINYL LAP SIDING, TYP. COLOR PER OWNER/ARCH SELECTION
8. BOARD AND BATTEN VINYL SIDING, TYP. WITH HORIZONTAL 5/4 X 4 PVC TRIM BOARDS AT LOCATIONS SHOWN ON ELEVATION. COLOR PER OWNER/ARCH SELECTION
9. BOARD AND BATTEN VINYL SIDING IN GABLE. COLOR PER OWNER/ ARCH SELECTION
10. VINYL CORNER POST, TYP. ALL OUTSIDE CORNERS
    COLOR 1: 6" WHITE AT HORIZONTAL SIDING
    COLOR 2: 4" MATCH AT BOARD AND BATTEN SIDING
11. 5/4 X 4 PVC TRIM AT GABLE
12. WINDOW PER SCHEDULE. TRIM OUT WITH 5/4 X 4 PVC TRIM
13. BLACK ALUM. GUARDRAIL WITH WOOD TOP AND BOTTOM RAILS, WOOD POSTS,WITH TOP RAILING 42" A.F.F. W/ BALUSTERS SPACED SUCH THAT A 4" SPHERE CANNOT PASS THROUGH; STYLE PER OWNER SELECTION
14. 2" ADHERED MANUFACTURED STONE VENEER PER OWNER SELECTION
15. 2" HIGH CAST STONE CAP
16. 1 X 8 PVC WRAPPED FACIA BOARD W/ 5" ALUM. 'K' STYLE GUTTER
17. METAL FLASHING PER SMACNA RECOMMENDATIONS TYP. AT ALL STONE TO SIDING AND TRIM TO SIDING TRANSITIONS
18. STONE WINDOW HEAD (COLOR PER OWNER/ARCH SELECTION)
19. 2" HIGH CAST STONE WINDOW SILL (COLOR PER OWNER/ARCH SELECTION)
20. 2" VINYL TRIM, BOTH WALL FACES (TYP. INSIDE CORNERS)
    COLOR 1: WHITE AT HORIZONTAL SIDING
    COLOR 2: MATCH AT BOARD AND BATTEN SIDING
21. 1 X 8 PVC WRAPPED RAKE BOARD
22. 1 X 8 PVC FRIEZE BOARD AT GABLE. ALIGN WITH FRIEZE BOARD AT EAVES
23. 5/4" x 8 PVC FRIEZE BOARD
24. FAUX WOOD WRAP (PER OWNER) AROUND DECK JOIST AND DECK BEAM. WRAP DECK BEAM ON ALL SIDES
25. DRYER/BATH VENT (COORDINATE W. MEP DRAWINGS) COLOR TO MATCH SIDING/STONE AT INSTALLED LOCATION
26. FYPON LV12X18 RECTANGULAR LOUVER
27. STONE HEADER AT ENTRY OPENING (COLOR PER OWNER/ARCH SELECTION)
28. CONCRETE PATIO/ENTRY SIDEWALK PER PLAN. SEE STRUC. DRWGS.
29. BOARD AND BATTEN VINYL SIDING, TYP. COLOR PER OWNER/ARCH SELECTION. PACK OUT FACE OF BALCONY AS REQUIRED SO THAT IT IS EVEN WITH ADJACENT SIDING.
30. 5/4 X 4 VERTICAL PVC TRIM AROUND WINDOW AND ON PVC PANEL
31. 5/4 X 4 PVC TRIM
32. PENT ROOF - STANDING SEAM METAL ROOF SYSTEM
33. 1X PVC WRAPPED BEAM
34. 3X4 ALUM. DOWNSPOUT, SEE ROOF PLAN

SEAL

SEAL DATE- 5/9/23
REGISTRATION EXPIRES- 1/31/24

The professional services of the architect are undertaken for and are performed in the interest of LC Construction.
No contractual obligation is assumed by the architect for the benefit of any other person involved in the project.

ARCHITECTURAL ALLIANCE

ARCHITECTURE • PLANNING
INTERIOR DESIGN • GRAPHIC ARTS

1309 VEALE ROAD
SUITE 22
WILMINGTON, DE 19810
302.478.3777

256 EAGLEVIEW BLVD
SUITE 194
EXTON, PA 19341
610.640.9000

PROJECT NAME

Cypress Hall Apartments
Milford, Delaware

BUILDING TYPE
A/A

MARK	DATE	DESCRIPTION
	08.30.22	ISSUED FOR PERMITS

REVISIONS

PROJECT NO: 2018-135
DRAWN BY: CRM
CHK'D BY: KWW
DATE: 08.30.22

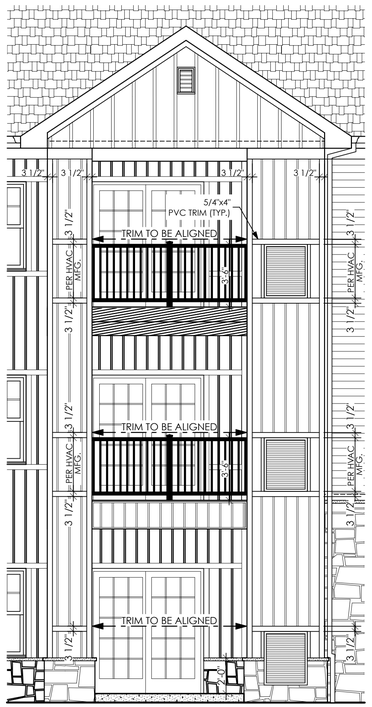
© COPYRIGHT 2022

DRAWING NAME

EXTERIOR ELEVATIONS

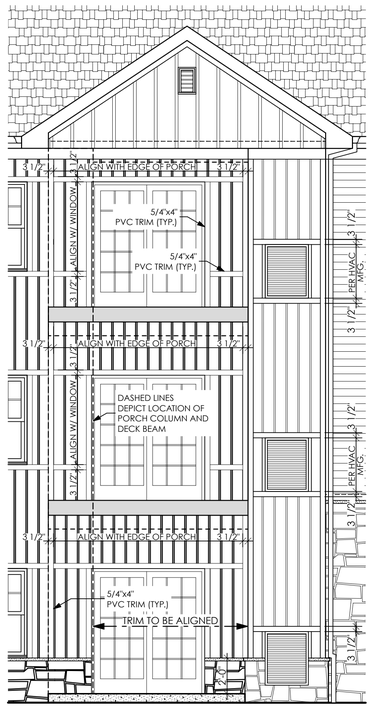
DRAWING NUMBER

A2.01



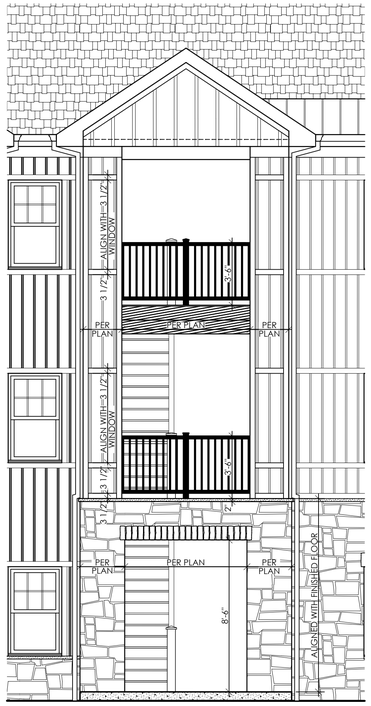
1 A2.02 PATIO ELEVATION DETAIL

SCALE: 1/4" = 1'-0"



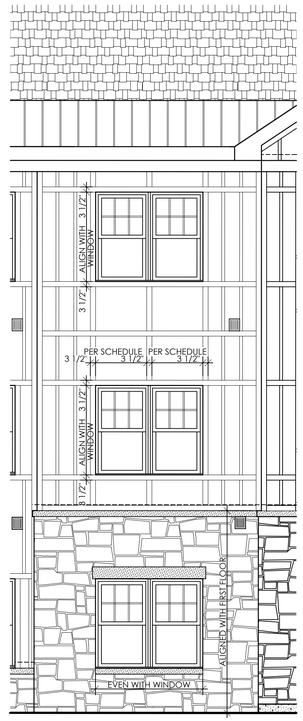
2 A2.02 ENTRY ELEVATION DETAIL

SCALE: 1/4" = 1'-0"



3 A2.02 BUMP OUT ELEVATION DETAIL

SCALE: 1/4" = 1'-0"



GENERAL NOTES:
-ALL TRIM TO BE 5/4" PVC SET UNLESS NOTED OTHERWISE
-FILL ALL NAIL HOLES WITH MFG. APPROVED FILLER
-CAULK ALL JOINTS
-PAINT/SIDING COLORS PER OWNERS SELECTION

SEAL

SEAL DATE- 5/9/23
REGISTRATION EXPIRES- 1/31/24

The professional services of the architect are undertaken for and are performed in the interest of LC Construction.
No contractual obligation is assumed by the architect for the benefit of any other person involved in the project.

ARCHITECTURAL ALLIANCE

ARCHITECTURE • PLANNING
INTERIOR DESIGN • GRAPHIC ARTS

1309 VEALE ROAD
SUITE 22
WILMINGTON, DE 19810
302.478.3777

256 EAGLEVIEW BLVD
SUITE 194
EXTON, PA 19341
610.640.9000

PROJECT NAME

Cypress Hall Apartments
Milford, Delaware

BUILDING TYPE
A/A

MARK	DATE	DESCRIPTION
	08.30.22	ISSUED FOR PERMITS

REVISIONS

PROJECT NO:	2018-135
DRAWN BY:	CRM
CHK'D BY:	KWW
DATE:	08.30.22

© COPYRIGHT 2022

DRAWING NAME

ELEVATION DETAILS

DRAWING NUMBER

A2.02

§ 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 HEARING
Planning Commission Hearing: Tuesday, July 18, 2023 @ 6:00 PM
City Council Hearing: Monday, July 24, 2023 @ 6:00 PM

NOTICE IS HEREBY GIVEN that the proposed Ordinance is currently under review by the City of Milford Planning Commission and City Council. City Council has the option to approve or deny the application. By not adopting the ordinance, City Council will deny the application. By adopting the ordinance, City Council will approve the application and the reason for the language being written in the affirmative. This form of writing is not used to influence any decision of City Council:

ORDINANCE 2023-29
Application of Mac Rentals LLC on behalf of Cascades Subdivision Phase II
8.05 +/- acres of land located along the south side of Airport Road
1,100 feet east of the Bowman Road intersection
Application Type: Revised Conditional Use/Planned Unit Development
Comprehensive Plan Designation: Moderate Density Residential
Zoning District: R-3 (Garden Apartment and Townhouse District)
Present Use: Vacant Proposed Use: Multi-family Housing
Tax Parcel: MD-16-173.00-01-04.04 & 04.05

WHEREAS, the owners of the property above described herein have petitioned the City of Milford for a Revised Conditional Use/Planned Unit Development; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing on July 18 2023; and

WHEREAS, Milford City Council will hold a Public Hearing on July 24, 2023 to allow for public comment and further review of the ordinance; and

WHEREAS, it is deemed in the best interest of the City of Milford to approve the Revised Conditional Use/Planned Unit Development, as herein described.

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

Section l. Upon the adoption of this Ordinance, Mac Rentals LLC on behalf of Cascades Subdivision Phase II is hereby granted a Revised Conditional Use/Planned Unit Development that will allow the separation of Phase I and Phase II of the original Planned Unit Development and the construction of nine multi-family buildings containing sixty-six units to be known as Phase II on an 8.05 +/- acre parcel located along the south side of Airport Road, 1,100 feet east of the Bowman Road intersection, in accordance with the application, approved plans, and any conditions set forth at the Public Hearings.

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, July 10, 2023
Planning Commission Review & Public Hearing: Tuesday, July 18, 2023
City Council Public Hearing: Monday, July 24, 2023

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: Delaware State News 06/29/2023
062723

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

DATA SHEET FOR CASCADES – PHASE II

Development Advisory Committee: February 16, 2022

Planning Commission Meeting: July 18, 2023

Application Number / Name	:	22-005 / Cascades – Phase II
Applicant	:	Mac Rentals, LLC 131 Dodge Drive Smyrna, DE 19977
Owner	:	Same
Application Type	:	Amended Conditional Use/PUD Preliminary Site Plan
Comprehensive Plan Designation	:	Moderate Density Residential
Zoning District	:	R-3 (Garden Apartment and Townhouse District)
Present Use	:	Vacant Land
Proposed Use	:	Multi-family Housing
Area and Location	:	8.05 +/- acres of land located along the south side of Airport Road 1,100 feet east of the Bowman Road intersection, being Phase II of the Cascades development.
Property Identification Numbers	:	MD-16-173.00-01-04.04 & 04.05

ENC: Staff Analysis Report
Exhibit A - Location & Zoning Map
Preliminary Site Plan

PUBLIC WORKS FACILITY
201 South Walnut Street
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

STAFF ANALYSIS REPORT
June 30, 2023

Application Number / Name	**:**	22-005 / Cascades – Phase II
Property Identification Numbers	**:**	MD-16-173.00-01-04.04 & 04.05
Area and Location	**:**	8.05 +/- acres of land located along the south side of Airport Road 1,100 feet east of the Bowman Road intersection, being Phase II of the Cascades development.

I. BACKGROUND INFORMATION:

- The applicant proposes to construct nine (9) multi-family buildings containing sixty-six (66) units on the above referenced parcel as shown on the provided preliminary site plans.

- The applicant is seeking approval to revise the original Planned Unit Development (PUD) Conditional Use approval by decoupling Cascades Phase I from Cascades Phase II. The project area was part of the original Cascades PUD which was approved by City Council in 2006. The PUD was amended in 2012 to allow for the construction of one hundred forty-two (142) apartments. See enclosed minutes. Cascades – Phase I containing seventy-six (76) apartments has been fully constructed and is owned and operated by Cascades, LLC. The developer proposes to decouple the two phases, meaning Phase II would be a separate development. In order to decouple the two phases, the owner of Phase I would need to agree to the amending the original planned unit development approval. Enclosed is a letter of no objection from the current owner of Phase I.

- The applicant is seeking Preliminary Site Plan approval for the construction of sixty-six (66) multi-family units and is seeking an amendment to the Cascades PUD, allowing Phase II to be a separate development.

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 Preliminary Site Plan approval:

- The Preliminary Site Plan meets the minimum requirements of Chapter 230 and Chapter 200 subdivision of land.

- The applicant would need to enter into an agreement with the owner of Phase I for the perpetual maintenance of shared stormwater infrastructure.

- The amenities provided in Phase I would not be available to the residents of Phase II. The applicant has provided open space areas which will include a playground within the Phase II project limits.

- The following comments must be addressed prior to final site plan approval;
    - Final Site Plan approval will require approvals or no objection letters from State Fire Marshal's Office, Kent Conservation District, and DHSS Office of Drinking Water;
    - Applicant must address Preliminary Site Plan review comments (a copy is provided in the packet);
    - Applicant must obtain final approval of engineering plans from the City Engineer; and,
    - Address additional department and agency comments outlined in Section III.

III. AGENCY & DEPARTMENT COMMENTS:

- **Office of State Planning Coordination**
  No comments provided.

- **DelDOT Planning, Development Coordination**
  See attached comments.

- **Delaware Health and Social Services – Division of Public Health**
  No comments provided.

- **Department of Natural Resources and Environmental Control (DNREC), Division of Water, Surface Water Discharges Section (SWDS)**
  No comments provided.

- **Kent Conservation District**
  See attached comments.

- **Delaware State Fire Marshal's Office**
  See attached comments.

- **Carlisle Fire Company**
  No comments provided.

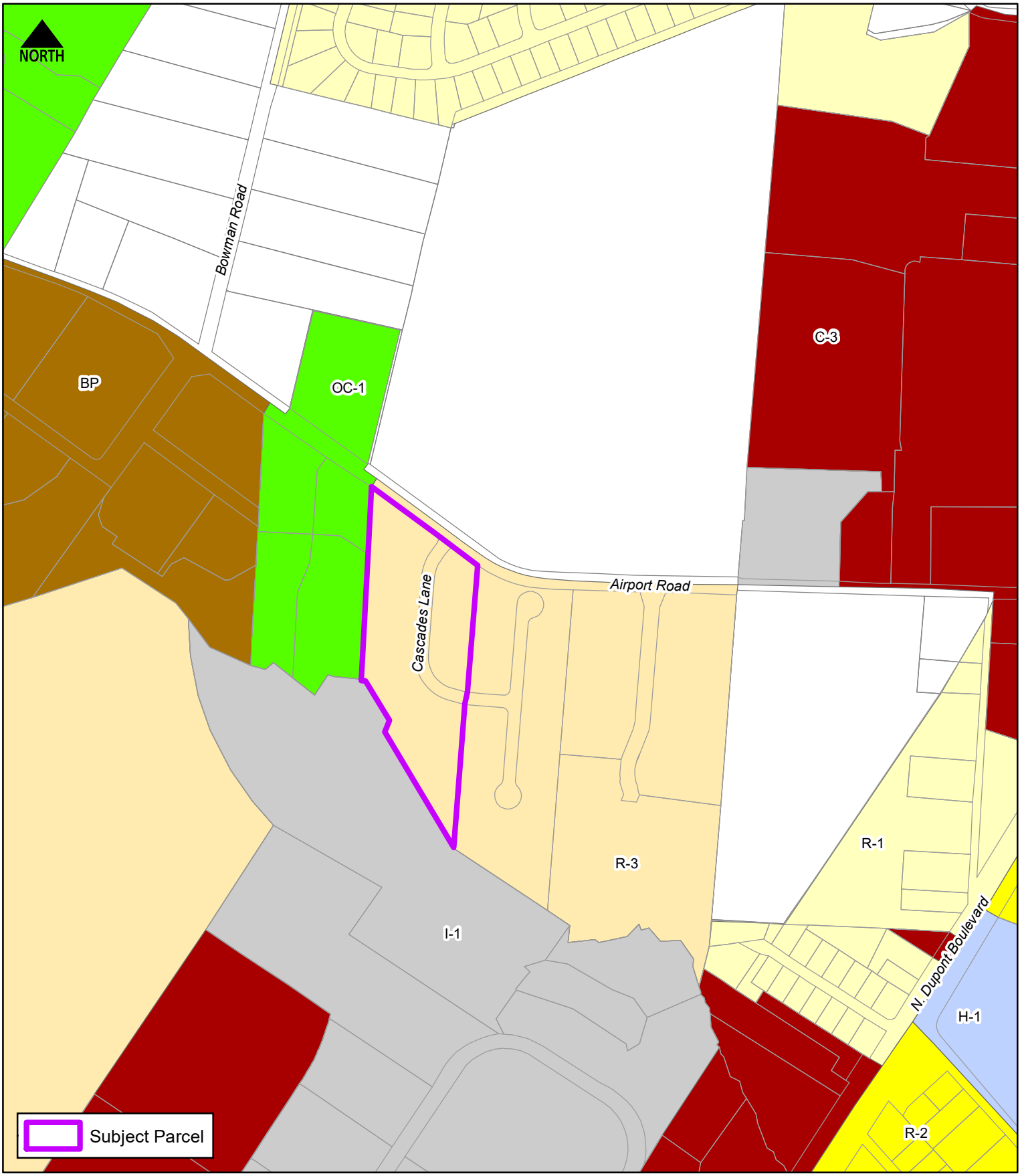
- **City of Milford Public Works Department, City Engineer**
  See attached Preliminary Site Plan review comments dated June 7, 2023.

- **City of Milford Electric Department**
  No comments provided.

- **City of Milford Parks and Recreation Department**
  No comments provided.

- **City of Milford Police Department**
  No comments provided.

- **Milford School District**
  No comments provided.



THE CITY of Milford DELAWARE

Scale: 0 250 500 Feet

Drawn by: WRP

Date: 02/03/22

Filepath: PreliminarySitePlan_CascadesPHII.mxd

Title:

Preliminary Site Plan

Cascades - Phase II

Location & Zoning Map

RECORD SITE PLAN

FOR PROPERTY KNOWN AS:

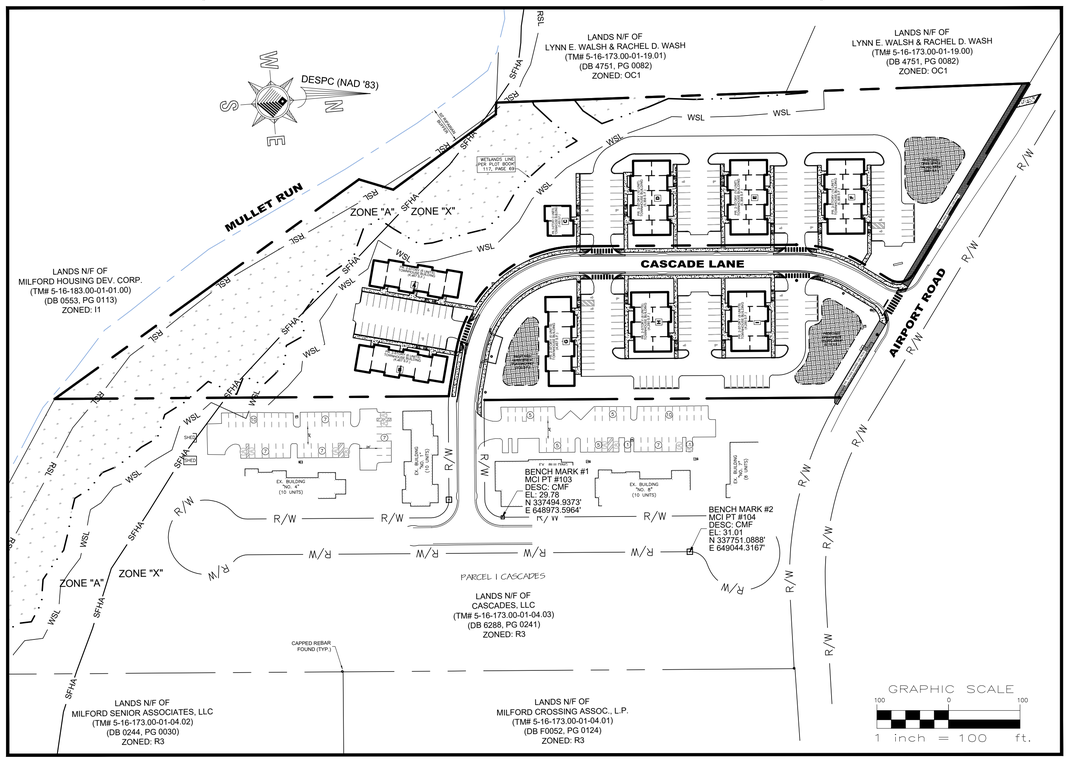
CASCADES * PHASE 2

ALSO KNOWN AS: THE WILLOWS

(R-3 GARDEN APARTMENTS)

GENERAL NOTES

1. THE BOUNDARY INFORMATION SHOWN ON THESE DRAWINGS IS BASED ON A SURVEY PERFORMED BY MERESTONE CONSULTANTS, INC. IN NOVEMBER 2020.
2. A TOPOGRAPHIC SURVEY WAS PERFORMED BY MERESTONE CONSULTANTS, INC. OF LEWES, DELAWARE IN NOVEMBER 2020. ELEVATIONS ARE BASED ON CONTROL MONUMENT #1, WITH AN ELEVATION OF 29.78' NGVD88.
3. HORIZONTAL DATUM IS BASED ON DELAWARE STATE GRID, NAD83/91, CONTROL MONUMENTS #1 (CMF) AND #2 (CMF).
4. EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETENESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATION AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTOR'S EXPENSE. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY DELMARVA (800-282-8555) A MINIMUM OF THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO ANY EXCAVATION.
5. 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.
6. USE ONLY SUITABLE AND APPROVED GRANULAR MATERIAL FOR BACKFILLING TRENCHES.
7. 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.
8. 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.
9. PIPELINE DETECTION TAPE SHALL BE COLOR CODED, APPROPRIATELY LABELED, AND INSTALLED 18 INCHES BELOW THE GROUND SURFACE AND DIRECTLY ABOVE ALL PROPOSED NON-METALLIC WATER MAIN, SEWER MAIN, SEWER LATERALS, AND WATER SERVICES.
10. CONDUCTIVE TRACER WIRE SHALL BE INSTALLED WITH ALL NON-METALLIC WATER PIPE AND SERVICES; AND ALONG ALL SEWER LATERALS AND FORCEMAIN. WIRE SHALL BE SECURED TO THE PIPE AND SHALL BE SECURELY BONDED TOGETHER AT ALL WIRE JOINTS WITH APPROVED WATERTIGHT CONNECTORS. TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES, METER PITS, CLEANOUTS, AND AIR RELEASE VALVES.
11. PRIOR TO ISOLATION AND CUT-IN PROCEDURES, CONTRACTOR SHALL EXCAVATE, LOCATE, AND OBSERVE FUNCTION OF ALL EXISTING VALVES TO ASSIST IN THE SYSTEM ISOLATION.
12. SHOP DRAWINGS FOR ANY ITEM(S) WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE ORDERING OF AND/OR INSTALLATION OF THE ITEM(S).
13. ALL SANITARY SEWER MAINS AND FORCEMAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 42 INCHES AS MEASURED FROM THE TOP OF PIPE TO PROPOSED GRADE. SEWER LATERALS SHALL HAVE A MINIMUM DIAMETER OF SIX (6) INCHES AND HAVE A MINIMUM COVER OF 36 INCHES.
14. THERE SHALL BE A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER MAINS AND FORCEMAINS OF 10 FEET, AS MEASURED FROM EDGE OF PIPE TO EDGE OF PIPE. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 18 INCHES BETWEEN WATER MAINS AND SANITARY SEWER MAINS OR FORCEMAINS AT CROSSINGS. ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO THAT BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE AT CROSSINGS.
15. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 12 INCHES BETWEEN ANY STORM DRAIN PIPE AND ANY WATER MAIN OR SEWER MAIN. IF 12 INCHES CANNOT BE MAINTAINED, A MINIMUM OF SIX (6) INCHES IS REQUIRED AND PROVISIONS SHALL BE MADE ACCEPTABLE TO THE CITY OF MILFORD FOR PROPERLY ENCASING THE PIPE IN CONCRETE.
16. PORTIONS OF THIS SITE ARE LOCATED WITHIN ZONE "A" WITHOUT A BASE FLOOD ELEVATION AS DESIGNATED ON THE FLOOD INSURANCE RATE MAP NUMBER 10005C0037J, LAST REVISED JANUARY 6, 2005. ALL DEVELOPMENT AND/OR CONSTRUCTION ACTIVITIES WITHIN THE DESIGNATED FLOOD ZONE SHALL BE PERFORMED IN ACCORDANCE WITH THE FLOOD PLAIN STANDARDS AND SPECIFICATIONS SET FORTH BY THE CITY OF MILFORD.
17. ALL ROADWAYS ARE TO BE SWEPT FREE OF SEDIMENT ON A DAILY BASIS.
18. THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESET OR RECONSTRUCT ALL OBSTRUCTIONS IN THE WORK AREA, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGNS, LANDSCAPING, LIGHTING, PLANTERS, CULVERTS, DRIVEWAYS, PARKING AREAS, CURBS, GUTTERS, FENCES, OR OTHER NATURAL OR MAN-MADE OBSTRUCTIONS. TRAFFIC CONTROL REGULATORY, WARNING AND INFORMATIONAL SIGNS SHALL REMAIN FUNCTIONAL AND VISIBLE TO THE APPROPRIATE LANES OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE.
19. 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.
20. THE STORM DRAINAGE SYSTEM HAS BEEN DESIGNED USING THE CRITERIA OF THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION DEVELOPMENT COORDINATION MANUAL, LATEST EDITION.
21. ALL FIRE LANES, FIRE HYDRANTS, EXITS, AND STANDPIPES WILL BE MARKED IN ACCORDANCE WITH STATE FIRE PREVENTION REGULATIONS.
22. 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.
23. 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.
24. 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.
25. 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. A SURVEY AND METES AND BOUNDS THAT INCLUDES THE RE-ESTABLISHED MARKER(S) OR MONUMENT(S) SHALL BE PRESENTED TO THE PROPERTY OWNER FOR COMPARISON WITH THE ORIGINAL PLAT, FOR VERIFICATION.
26. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING THE SERVICES OF A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF DELAWARE FOR THE PLACEMENT OF PERMANENT MONUMENTS ON EACH CORNER OF ANY BUILDING LOT AND ALONG THE PROJECT BOUNDARY AND THE RIGHT-OF-WAY AT ALL CORNERS AND TANGENT POINTS PRIOR TO FINAL SETTLEMENT FOR THE PROPERTY.
27. THE OWNER SHALL BE RESPONSIBLE FOR THE SHORT-TERM MAINTENANCE OF ANY AND ALL STORMWATER MANAGEMENT FACILITIES AND STORM SEWER SYSTEMS UNTIL SUCH TIME THAT THE LONG-TERM MAINTENANCE RESPONSIBILITIES CAN BE TRANSFERRED TO A LEGALLY-ESTABLISHED HOMEOWNERS ASSOCIATION OR OTHER RESPONSIBLE ENTITY.
28. THE CITY OF MILFORD WILL ASSUME OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF WATER AND SEWER PIPES AND APPURTENANCES, INSTALLED WITHIN CITY RIGHT-OF-WAY AND EASEMENTS DEDICATED TO THE CITY, STORM SEWER PIPES AND CATCH BASINS, INSTALLED FULLY WITHIN CITY RIGHT-OF-WAY; ONCE THE FOLLOWING CONDITIONS HAVE BEEN MET:
    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.
30. 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.
31. PRELIMINARY APPROVAL FROM PLANNING COMMISSION SHALL BE VOID AFTER TWENTY-FOUR (24) MONTHS, UNLESS AN EXTENSION IS REQUESTED BY THE OWNER AND APPROVED, FOR GOOD CAUSE, BY THE PLANNING COMMISSION PRIOR TO THE DATE OF EXPIRATION.
32. THE APPROVAL OF A CONDITIONAL USE IN CONJUNCTION WITH A SITE PLAN APPLICATION SHALL EXPIRE UPON EXPIRATION OF THE ASSOCATED SITE PLAN.
33. FINAL APPROVAL FROM THE CITY SHALL BECOME VOID IF THE FINAL RECORD PLAT IS NOT RECORDED WITHIN 90 DAYS OF THE DATE OF PLANNING COMMISSION'S GRANTING OF FINAL APPROVAL. IF CONSTRUCTION OF THE APPROVED IMPROVEMENTS IS NOT SUBSTANTIALLY UNDERTAKEN WITHIN EIGHTEEN (18) MONTHS OF FINAL SITE PLAN APPROVAL, THE SITE PLAN APPROVAL SHALL BE VOID. THE APPLICANT MAY REQUEST A ONE (1) YEAR EXTENSION FROM THE PLANNING COMMISSION FOR GOOD CAUSE.
34. THE APPLICANT IS RESPONSIBLE TO ENSURE THAT ALL CITY AND/OR AGENCY CONSTRUCTION PERMIT APPLICATIONS HAVE BEEN COMPLETED, SUBMITTED, AND ALL APPLICABLE FEES HAVE BEEN PAID PRIOR TO COMMENCING CONSTRUCTION. THE CITY SHALL NOT BE HELD RESPONSIBLE FOR AN ANTICIPATED CONSTRUCTION START DATE THAT IS NOT MET DUE TO THE APPLICANT OR HIS/HER CONTRACTOR NOT HAVING MET THE CONSTRUCTION PERMITTING REQUIREMENTS.
35. AS A CONDITION OF THE APPROVAL OF THE CONSTRUCTION DRAWINGS, AND PRIOR TO THE ISSUANCE OF THE FIRST BUILDING PERMIT, THE APPLICANT SHALL POST A COMPLETION GUARANTY IN THE AMOUNT OF 125% OF THE COST OF INSTALLATION FOR THE CONSTRUCTION OF RECREATIONAL AND OPEN SPACE AMENITIES, INCLUDING BUT NOT LIMITED TO COMMUNITY BUILDINGS, PLAYGROUNDS, WALKING PATHS, LANDSCAPING AND LANDSCAPE SCREENING. THE GUARANTY SHALL BE IN THE FORM OF A BOND OR MONIES DEPOSITED IN AN ESCROW ACCOUNT.
36. 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 OBTAIN CERTIFICATES OF OCCUPANCY AND ACHIEVE FINAL COMPLETION OF THE IMPROVEMENTS AND RELEASE OF ANY COMPLETION GUARANTY. THE MAINTENANCE PERIOD SHALL BE A MINIMUM OF ONE YEAR AND ALL CONSTRUCTION VALUES MUST BE SUBMITTED TO, REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO THE ISSUANCE OF ANY BONDS.
37. 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 PLANE, 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.
38. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT (302) 422-1110 A MINIMUM OF TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND SCHEDULE A PRE-CONSTRUCTION MEETING. THE SITE CONTRACTOR AND THE OWNER, OR HIS/HER REPRESENTATIVE SHALL BE IN ATTENDANCE.
39. THIS SITE DOES NOT LIE WITHIN AN EXCELLENT AND GOOD GROUNDWATER RECHARGE PROTECTION AREAS AS SHOWN ON THE WATER SUPPLY, WELLHEAD & EXCELLENT RECHARGE AREAS MAP FOR KENT COUNTY.
40. ENVIRONMENTAL RESOURCES, INC. (ERI) COMPLETED AN INITIAL WETLAND DELINEATION FOR THE CASCADES OF MILFORD SUBDIVISION, ON THE SOUTH SIDE OF AIRPORT ROAD, IN 2005 AND REINSPECTED PHASE 2 IN 2011 AND AGAIN IN 2022. BACKGROUND INFORMATION INDICATED THAT WETLANDS MAY BE PRESENT ALONG THE WEST SIDE OF PHASE 2. NON-TIDAL WETLANDS WERE DETERMINED ACCORDING TO THE CORP OF ENGINEERS WETLANDS DELINEATION MANUAL (1987) AND ASSOCIATED DOCUMENTS.
41. UPON RECORDATION OF THIS PLAT, THE CITY WILL HAVE THE RIGHT OF INGRESS AND EGRESS TO ALL MULTIFAMILY AREAS FOR THE PURPOSE OF MAINTAINING UTILITIES AND FOR TRASH REMOVAL SERVICES.
42. LANDSCAPING AND SITE LIGHTING PLAN, IN ACCORDANCE WITH CITY OF MILFORD REQUIREMENTS, WILL BE REQUIRED PRIOR TO FINAL SITE PLAN APPROVAL.
43. POLYVINYL CHLORIDE PIPE SHALL MEET THE REQUIREMENTS OF AWWA C-900. IT SHALL BE MANUFACTURED IN STANDARD LENGTH NOT EXCEEDING TWENTY (20) FEET AND HAVE AN OUTSIDE DIAMETER EQUAL TO CAST IRON PIPE. PVC PIPE SHALL HAVE STANDARD DIMENSION RATIO (DR) OF 18.0 OR LESS. THE PIPE SHALL BE RATED FOR A WORKING PRESSURE OF AT LEAST 150 PSI.
44. POLYVINYL CHLORIDE (PVC) PIPE, USED FOR SEWER CONSTRUCTION, SHALL EQUAL OR EXCEED THE REQUIREMENTSOFASTM-D-3034AND SHALL HAVE A MINIMUMSTANDARDDIMENSION(SDR)RATIO OF35 AND THE MINIMUM PIPE STIFFNESS, AS TESTED IN ACCORDANCE WITH ASTM-D-2412, SHALL BE 45 WHEN MEASURED UNDER 5% DEFLECTION AT 73° FAHRENHEIT. PIPE SHALL BE MANUFACTURED WITH INTEGRAL WALL BELL AND SPIGOT JOINTS IN STANDARD LENGTHS NOT EXCEEDING 20.0 FEET.



SITE LOCATION PLAN

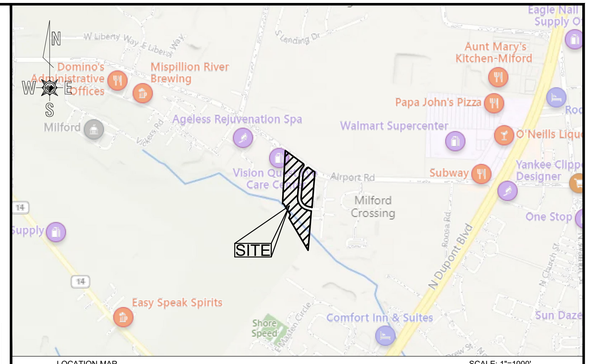
(SCALE: 1"=100')

TAX PARCEL NO. 5-16-173.00-01-04.04 & 04.05

SITUATE IN

CITY OF MILFORD

KENT COUNTY * STATE OF DELAWARE



LOCATION MAP SCALE: 1"=1000'

PLAN DATA:

PARCEL I.D. NO.	*	5-16-173.00-01-04.04 & 04.05
DEED REFERENCE	*	WR: 18949
ZONING DISTRICT	*	R-3 (HIGH DENSITY RESIDENTIAL)
EXISTING USE	*	VACANT
PROPOSED USE	*	GARDEN APARTMENTS
PLAT REFERENCE	*	PB 118, PG 38
SEWAGE DISPOSAL	*	CITY OF MILFORD SANITARY SEWER SYSTEM SEWERAGE IS SUBJECT TO APPROVAL OF THE CITY OF MILFORD AND THE DELAWARE STATE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL.
WATER SUPPLY	*	CITY OF MILFORD WATER WATER IS SUBJECT TO THE APPROVAL OF THE CITY OF MILFORD AND THE DELAWARE STATE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL AND THE DELAWARE DIVISION OF PUBLIC HEALTH.
NUMBER OF EDUS	*	66 EDUS PROPOSED
OWNER/DEVELOPER	*	MAC RENTALS, LLC C/O AMRUT PATEL 131 DODGE DRIVE SMYRNA, DE 19977 PHONE: (302) 747-3000 AMRUTPTL@GMAIL.COM
VERTICAL DATUM	*	NAVD '88
HORIZONTAL DATUM	*	NAD 83 (NA 2011, EPOCH 2010)

LOT AREA RATIONALE * CALCULATIONS (AC.)	8.051	100.00%
BUILDING FOOTPRINT & DECK AREA	0.907	11.27%
RECREATIONAL BUILDING AREA	0.000	0.00%
IMPERVIOUS AREA (NOT INCL. BUILDINGS)	1.801	22.37%
STORMWATER MANAGEMENT AREA	0.138	1.71%
PERVIOUS AREAS	5.205	64.65%

PROJECT DENSITY *	
GROSS AREA	=8.05 AC.
WETLANDS AREA	=1.55 AC.
GROSS x 25% ASSUMED ROW AREA	=2.01 AC.
NET AREA	=4.49 AC.
ALLOWABLE DENSITY	=16 DU/AC.
ALLOWABLE NUMBER OF DWELLING UNITS	=71
DWELLING UNITS PROPOSED BY THIS PLAN	=66
TOTAL PROPOSED DENSITY (DWELLING UNITS/ACRE)	=14.7 DU/AC.

HEIGHT, AREA & SETBACK TABLE * CRITERIA	REQUIRED PER R-3	PROVIDED
ALLOWABLE D.U./BUILDINGS	12	10
MAX LOT (BUILDING) COVERAGE	70,137 (20%)	39,527 (11%)
MAX BUILDING HEIGHT (FT.)	35 (3 STORIES)	35 (3 STORIES)
MINIMUM LOT AREA PER UNIT (S.F.)	2,500	5,720
MINIMUM LOT WIDTH (FT.)	50	517
MINIMUM BUILDING SEPARATION (FT.)	25	80.0
MINIMUM FRONT YARD (FT.)	N/A	10.5
MINIMUM SIDE YARD (FT.)	N/A	18.9
MINIMUM BACK YARD (FT.)	N/A	19.5
MINIMUM OPEN SPACE (400 S.F./D.U.)	26,400	74,120
MINIMUM RECREATIONAL SPACE (S.F.) (50% OF REQUIRED OPEN SPACE)	13,200	15,804

PARKING RATIONALE * 2.5 SPACES PER UNIT

20 - 3 BEDROOM UNITS	50	SPACES
46 - 2 BEDROOM UNITS	115	SPACES
	165	SPACES REQUIRED
PARKING PROVIDED (BY THIS PLAN)	165	INCL. 16 HANDICAP SPACES

STATE FIRE MARSHAL NOTES:

1. MAX. BUILDING HEIGHT: THREE STORIES (H < 35')
2. BUILDING TYPE: TYPE V (WOOD FRAME)
3. FIRE SUPRESSION: AUTOMATIC SPRINKLERS ARE NOT PROPOSED.
4. PERIMETER ACCESS MINIMUM WIDTH SHALL BE 15FT MEASURED FROM THE FACE OF THE BUILDING AT GRADE WITH A MAXIMUM SLOPE OF 10%. PLANTINGS AND UTILITY SERVICES SHALL BE PERMITTED WITHIN THE PERIMETER ACCESS AND SHALL NOT INTERFERE WITH EMERGENCY SERVICES FIRE GROUND OPERATIONS.
5. PROJECT TO BE COMPLETED PER APPROVED SITE PLAN.
6. ALL FIRE LANES, FIRE HYDRANTS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE STATE FIRE PREVENTION REGULATIONS.
7. A TWO HOUR RATED FIRE BARRIER WALL (CLASS "C" FIRE BARRIER) SHALL BE USED TO SEPARATE DWELLING UNITS.

SHEET INDEX:

RECORD SITE PLAN COVER PAGE	SHEET NO. SP-1
EXISTING CONDITIONS & DEMOLITION PLAN	SHEET NO. SP-2
PRELIMINARY RECORD SITE PLAN	SHEET NO. SP-3
PRELIMINARY CONSTRUCTION IMPROVEMENT PLAN	SHEET NO. SP-4
PRELIMINARY CONSTRUCTION IMPROVEMENT SITE DETAILS PLAN	SHEET NO. SP-5
PRELIMINARY LANDSCAPE PLAN	SHEET NO. L-101

EDU TABLE

USE: 66 APARTMENTS	
NO. OF EDUS	66
GPD/EDU	250
AVERAGE DAILY FLOW (GPD)	16,500
PEAK FACTOR	2.48
PEAK FLOW RATE (GPD)	40,913

UTILITY PROVIDERS

UTILITY	PROVIDER	CONTACT NO.
SEWER	CITY OF MILFORD	302-422-1110 (EXT. #1137)
WATER	CITY OF MILFORD	302-422-1110 (EXT. #1137)
ELECTRIC	CITY OF MILFORD	302-422-1110 (EXT. #1107)
TELEPHONE		
GAS	CHESAPEAKE UTILITIES	800-427-2883

LEGEND

PROPERTY LINE
EASEMENT LINE
BUILDING SETBACK LINE — BSL
PARKING SETBACK LINE — PSL
WETLANDS SETBACK LINE — WSL
RIPARIAN SETBACK LINE — RSL
SPECIAL FLOOD HAZARD AREA — SFHA
CENTERLINE
100 YEAR FLOODPLAIN
FENCE LINE
TREELINE
UTILITY EASEMENT AREA
RECREATIONAL OPEN SPACE
WETLANDS AREA
STORMWATER MANAGEMENT AREA
SIDEWALK, CURB & EDGE OF PAVING — EXISTING / PROPOSED

CITY ENGINEER APPROVAL

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

CITY ENGINEER DATE

CITY PLANNING DEPARTMENT APPROVAL

PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH THE MOST RECENTLY ADOPTED AND/OR CERTIFIED VERSIONS OF THE CITY OF MILFORD'S CODE OF ORDINANCES AND COMPREHENSIVE LAND USE PLAN. THE OWNER AND THEIR ENGINEER AND/OR SURVEYOR ASSUME ALL RESPONSIBILITY FOR THE DESIGN AS CONTEMPLATED HEREIN AND ACCURACY OF ALL INFORMATION SHOWN HEREON.

CITY OF MILFORD APPROVAL

CITY MANAGER DATE

WETLANDS CERTIFICATION

ENVIRONMENTAL RESOURCES, INC. (ERI) COMPLETED AN INITIAL WETLAND DELINEATION FOR THE CASCADES OF MILFORD SUBDIVISION, ON THE SOUTH SIDE OF AIRPORT ROAD, IN 2005 AND REINSPECTED PHASE 2 IN 2011 AND AGAIN IN 2022. BACKGROUND INFORMATION INDICATED THAT WETLANDS MAY BE PRESENT ALONG THE WEST SIDE OF PHASE 2. ERI INSPECTED THIS SITE IN MILFORD, KENT COUNTY, DELAWARE, FOR THE PRESENCE OF JURISDICTIONAL WATERS, INCLUDING NONTIDAL WETLANDS, ACCORDING TO THE CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL (1987), THE ATLANTIC AND GULF COASTAL PLAIN SUPPLEMENT (2010), ASSOCIATED GUIDANCE IN AFFECT AT THAT TIME AND BEST PROFESSIONAL JUDGMENT.

THIS SUBDIVISION WAS DESIGNED AND APPROVED, RELYING UPON THIS WETLAND DELINEATION. SINCE THAT APPROVAL, MOST OF THE UPLANDS HAD BEEN REGARDED AND/OR FILLED AND INFRASTRUCTURE WAS INSTALLED. A NUMBER OF THE PREVIOUS WETLAND BOUNDARY POINTS WERE RELOCATED INSIDE THE CURRENT TREE LINE; THIS IS IN AGREEMENT WITH EXISTING PLANS. THE LIMITS OF DELINEATED WETLANDS ARE SIMILAR IN EXTENT TO ILLUSTRATED ON THE NATIONAL WETLAND INVENTORY MAPPING. AS A RESULT OF THIS VISIT, IN ERI'S INTERPRETATION, THE EXISTING WETLAND BOUNDARY REPRESENTS THE EXTENT OF NONTIDAL WETLANDS ON PHASE 2. MUCH OF THE WETLAND BOUNDARY IS ON THE PROTECTED SIDE OF ESTABLISHED SUPER SILT FENCE. AS OF THIS DATE NO JURISDICTIONAL DETERMINATION VERIFICATION HAS BEEN REQUESTED FROM CORPS OF ENGINEERS.

THOMAS D. NOBILE DATE
PROFESSIONAL WETLAND SCIENTIST: 000389
CERTIFIED WETLAND DELINEATOR THROUGH THE CORPS OF ENGINEERS
WDCP93MD0310001A

DEVELOPER'S CERTIFICATION

I, AMRUT PATEL HEREBY CERTIFY THAT MAC RENTALS, LLC IS THE LEGAL OWNER OF THE PROPERTY SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT ITS DIRECTION, THAT IT ACKNOWLEDGES THE SAME TO BE ITS ACT, AND DESIRES THE PLAN TO BE RECORDED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

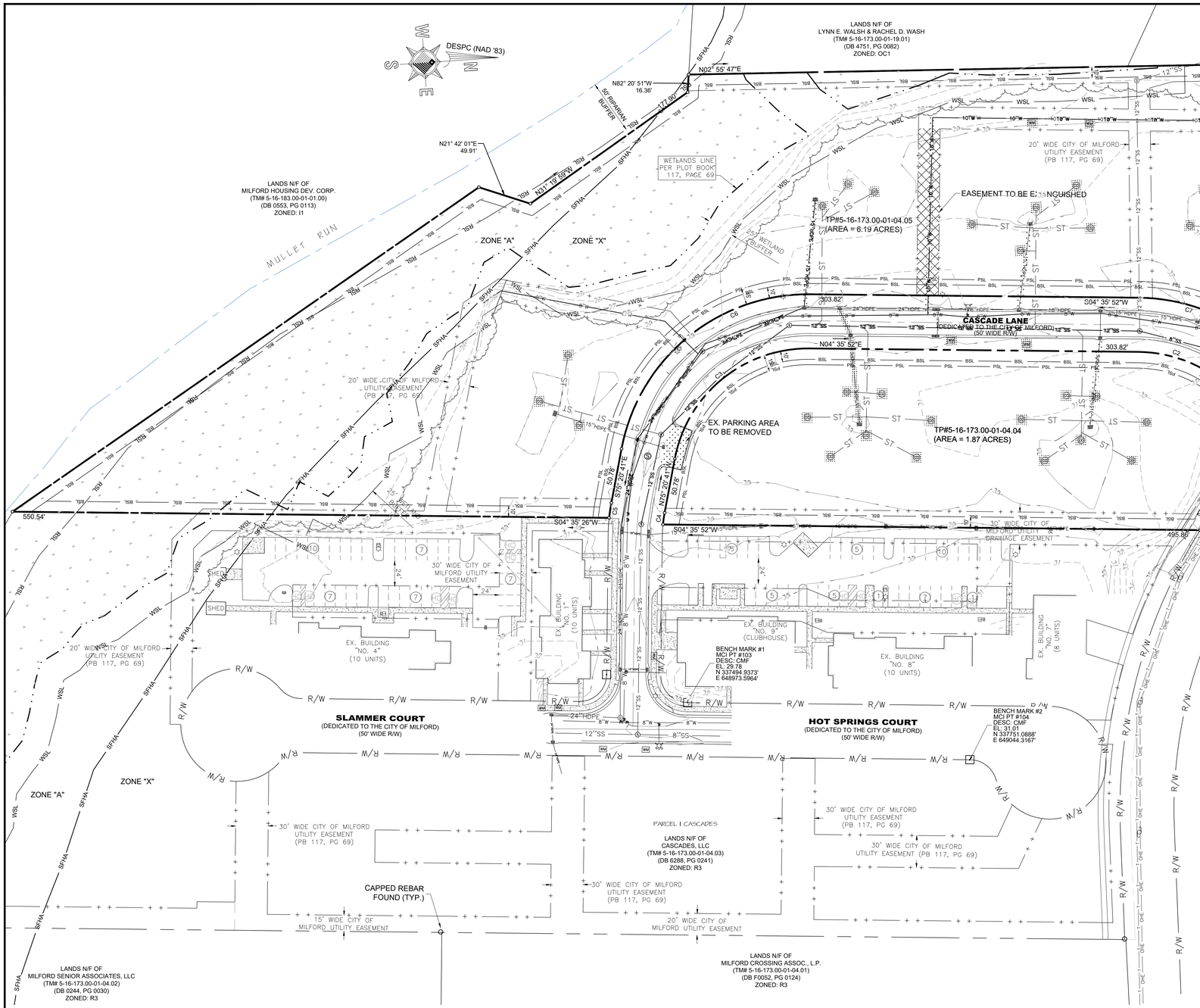
AMRUT PATEL DATE:
MAC RENTALS, LLC
131 DODGE DRIVE
SMYRNA, DE 19977
PHONE: (302) 747-3000

ENGINEER'S CERTIFICATION

I, ROGER A. GROSS, P.E. HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL 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.

ROGER A. GROSS, P.E. DATE:
MERESTONE CONSULTANTS, INC.
33516 CROSSING AVENUE, UNIT 1
FIVE POINTS SQUARE
LEWES, DELAWARE 19958
(302) 226-5880

DATE	REVISION	CHKD.
5/18/23	PER KCI REVIEW 9/2/22	R.A.G.
11/28/22	PER OSFM REVIEW 11/23/22	R.A.G.
11/16/22	PER OSFM REVIEW 11/15/22	R.A.G.
5/01/22



Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	39.27'	25.00	N81° 04' 04"E	35.36'
C2	68.66'	125.00	N20° 20' 01"E	67.80'
C3	174.41'	125.00	N35° 22' 22"W	160.60'
C4	10.79'	125.00	N77° 49' 10"W	10.79'
C5	13.95'	175.00	S77° 37' 40"E	13.94'
C6	244.17'	175.00	S35° 22' 24"E	224.84'
C7	96.12'	175.00	S20° 19' 58"W	94.92'
C8	39.27'	25.00	S8° 55' 56"E	35.36'

SITE DEMOLITION AND CLEARING NOTES:

1. ALL SITE DEMOLITION AND CLEARING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND ALL APPLICABLE LOCAL, COUNTY, STATE OR FEDERAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LOCAL, COUNTY, STATE OR FEDERAL DEMOLITION PERMITS BEFORE BEGINNING DEMOLITION WORK.
2. EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETENESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATION AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTOR'S EXPENSE. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY OF DELMARVA AT LEAST THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO EXCAVATION, AT 1-800-282-8555.
3. THE CONTRACTOR SHALL PROVIDE THE REQUIRED DEMOLITION AND REMOVAL OF STRUCTURES/ITEMS IN ACCORDANCE WITH THE AREAS SHOWN ON THE PLAN AND THOSE AREAS NECESSARY TO INSTALL THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL CONDUCT DEMOLITION ACTIVITIES IN A MANNER TO ENSURE MINIMUM INTERFERENCE WITH PEDESTRIAN AND VEHICULAR TRAFFIC AREAS TO PROVIDE A SAFE WORK ZONE.
4. NO DEBRIS WILL BE BURIED ON THIS SITE. ALL DEMOLITION WASTE AND DEBRIS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, COUNTY, STATE AND FEDERAL REGULATIONS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE AND REPAIRS TO EXISTING STRUCTURES THAT ARE TO REMAIN THAT OCCUR DURING SITE DEMOLITION. ALL REPAIRS MUST USE NEW MATERIALS AND RESTORE THE ITEM TO THE PRE-DEMOLITION CONDITION AT HIS/HER EXPENSE.
6. THIS DRAWING DOES NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY FOR SITE DEMOLITION. ALL DEMOLITION, CLEARING, SOLID WASTE DISPOSAL AND REMOVAL MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND ALL RULES AND REGULATIONS THERETO APPERTAINENT.
7. MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL 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).

DEMOLITION STANDARDS AND PROCEEDURES:

1 SCOPE OF WORK

A. Section includes demolition of existing building(s) and designated structures, including all building architectural, structural, mechanical, plumbing and electrical features, concrete floor slabs, and column and wall foundation, in their entirety; demolition of foundations and slabs-on-grade; disconnecting and capping and demolition of identified utilities; and demolition of piping; removing demolished materials from site; protection of items to remain as indicated on Drawings.
B. The Contractor shall examine the various Drawings, visit the site, determine the extent of the Work, the extent of work affected therein, and all conditions under which he is required to perform the various operations.
C. Removal of other materials as necessary to construct work shown on the Drawings and specified herein.

2 SITE CONDITIONS

A. Protection of Persons and Property:
   1. Install silt fencing and/or orange safety fencing around the area of demolition work.
   2. Erect and maintain temporary bracing, shoring, lights, barricades, signs, and other measures as necessary to protect the public, workers, and adjoining property from damage from demolition work, all in accordance with applicable codes and regulations.
   3. Open depressions and excavations occurring as part of this work shall be barricaded and posted with warning lights when accessible through adjacent property or through public access. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
   4. Protect utilities, pavements, and facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by demolition operations.
B. Protection of Utilities:
   1. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, water, electrical, telephone, or sewer service to remove any equipment in the structures to be demolished and to remove, disconnect, cap, or plug their services to facilitate demolition.
   2. Protect active sewer, water, gas, electric, and other utilities; and drainage and irrigation lines indicated or, when not indicated, found or otherwise made known to the Contractor before or during demolition work. If utility is damaged, immediately notify the utility owner for corrective action.
   3. Arrange with and perform work required by utility companies and municipal departments for discontinuance or interruption of utility services due to demolition work.
   4. All utilities being abandoned shall be terminated at the service mains in conformance with the requirement of the utility companies or the municipality owning or controlling them.
C. Noise and Dust Abatement:
   1. Provide continuous noise and dust abatement as required to prevent disturbance and nuisance to the public and workers and to the occupants of adjacent premises and surrounding areas. Dampen or cover areas affected by demolition operations as necessary to prevent dust nuisance.
   2. When a certain level of noise is unavoidable because of the nature of the work or equipment involved, and such noise is objectionable to the occupants of adjacent premises, make arrangements with the jurisdictional authorities to perform such work or operate such equipment at the most appropriate time periods of the day.
D. Unknown Conditions:
   1. The Contract Drawings and related documents may not represent all surface conditions at the site and adjoining areas. The known surface conditions are as indicated, and shall be compared with actual conditions before commencement of work.
   2. Existing utilities and drainage systems below grade are located from existing documents and from surface facilities such as manholes, valve boxes, area drains, and other such surface fixtures.

3 DEMOLITION

A. Perform demolition in accordance with the approved Demolition Plan. Perform demolition work in accordance with ANSI A10.6, as applicable.
B. Mark location of utilities. Existing utilities are shown in accordance with the best available information. completeness or correctness thereof is not guaranteed. it shall be the contractor's responsibility to contact the utility companies involved in order to secure the most accurate information available as to utility location and elevation. no construction around or adjacent to utilities shall begin without notifying their owners at least 48 hours in advance. the contractor shall take the necessary precautions to protect the existing utilities and maintain uninterrupted service and any damage done to them due to his/her negligence shall be immediately and completely repaired at the contractor's expense. to locate existing utilities in the field prior to construction, the contractor shall contact Miss Utility of Delmarva at least three (3) consecutive working days prior to excavation, at 1-800-282-8555.
C. Before commencing demolition work, all structure relocations, bypassing, capping or modifications necessary will be completed. Cap or plug sanitary sewer in accordance with the utility owner's standard details and instructions. Cap and plug pipe and other conduits abandoned due to demolition, with approved type caps and plugs as required by the utility owners.
D. The Contractor shall fill and compact all voids left by the removal of pipe, structures, etc. with materials described herein to a grade that will provide for positive drainage of the disturbed area to drain run-off in direction consistent with the surrounding area. The Contractor shall provide all fill materials to the site as needed. Compaction of fill shall match the compaction of adjacent undisturbed material.

4 DISPOSAL OF REMOVED MATERIALS AND DEBRIS

A. Dispose of removed materials, waste, trash, and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction.
B. Burying of trash and debris on the site will not be permitted. Burning of trash and debris at the site will not be permitted.
C. Remove trash and debris from the site at frequent intervals so that their presence will not delay the progress of the work or cause hazardous conditions for workers and the public.
D. Removed materials, trash, and debris shall become the property of the Contractor and shall be removed from the property and disposed of in a legal manner. Location of disposal site and length of haul shall be the Contractor's responsibility.

5 TRAFFIC, ACCESS & WORK ZONE SAFETY

A. Conduct work to ensure minimum interference with on-site and off-site roads, streets, sidewalks, and occupied or used facilities.
B. Special attention is directed towards maintaining safe and convenient access to the existing facilities remaining in operation by residents and associated vehicles, including trucks and delivery vehicles.
C. Do not close or obstruct streets, sidewalks, or other occupied or used facilities without permission. Provide alternate routes around closed or obstructed traffic in access ways.
D. Conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, roadways, other facilities, and persons. Provide interior and exterior shoring, bracing, or support to prevent movement or settlement or collapse of structures to be demolished and adjacent facilities to remain.
E. Provide a clean and orderly site at all times.
F. Clean adjacent areas within the property of dust, dirt, and debris caused by demolition. Return adjacent areas to condition existing before demolition operations began.

SHEET INDEX:

RECORD SITE PLAN COVER PAGE	SHEET NO. SP-1
EXISTING CONDITIONS & DEMOLITION PLAN	SHEET NO. SP-2
PRELIMINARY RECORD SITE PLAN	SHEET NO. SP-3
PRELIMINARY CONSTRUCTION IMPROVEMENT PLAN	SHEET NO. SP-4
PRELIMINARY CONSTRUCTION IMPROVEMENT SITE DETAILS PLAN	SHEET NO. SP-5
PRELIMINARY LANDSCAPE PLAN	SHEET NO. L-101

LEGEND

PROPERTY LINE
EASEMENT LINE
BUILDING SETBACK LINE — BSL
PARKING SETBACK LINE — PSL
WETLANDS SETBACK LINE — WSL
RIPARIAN SETBACK LINE — RSL
SPECIAL FLOOD HAZARD AREA — SFHA
CENTERLINE
FENCE LINE
TREELINE
UTILITY EASEMENT AREA
RECREATIONAL OPEN SPACE
WETLANDS AREA
UTILITIES TO BE REMOVED
PROPOSED UTILITY EASEMENT

	EXISTING	PROPOSED
SIDEWALK, CURB & EDGE OF PAVING		
SANITARY SEWER LINES	8"SS	8"SS
STORM SEWER	24"RCP	24"RCP — 24"RCP
WATER LINES	8"W	8"W
CONTOURS	2'	10'
WATER VALVE		
FIRE HYDRANT		
FIRE DEPARTMENT CONNECTION		
BLOW OFF		
WATER METER	WM	M
CLEANOUT		
SANITARY MANHOLE		
SIGN		
STORM CATCH BASIN		
DRAINAGE FLOW ARROW		
DUMPSTER		
TYPE 1A RAMP		TYPE 1 RAMP
CONCRETE MONUMENT		
CAPPED REBAR		
MAGNAIL		

APPROVED: _____ DATE: _____
PROFESSIONAL ENGINEER

EXISTING CONDITIONS & DEMOLITION PLAN

FOR PROPERTY KNOWN AS:
CASCADES * PHASE 2
(R-3 Garden Apartments)
ALSO KNOWN AS:
PARCELS 2 & 3, CASCADES
SITUATE IN:
CITY OF MILFORD * KENT COUNTY
STATE OF DELAWARE
TAX PARCEL #: 5-16-173.00-01-04.04 & 04.05
SCALE: 1"=50'

GRAPHIC SCALE
50 0 50 150
1 inch = 50 ft.

DATE	REVISION	CHKD.
5/18/23	PER KCI REVIEW 9/2/22	R.A.G.
11/28/22	PER OSFM REVIEW 11/23/22	R.A.G.
11/16/22	PER OSFM REVIEW 11/15/22	R.A.G.
5/01/22	PER KCI REVIEW 3/1/22	R.A.G.

MERESTONE CONSULTANTS, INC.
ENGINEERS - PLANNERS - SURVEYORS
5215 WEST WOODMILL DRIVE
WILMINGTON, DE 19808
PH: 302-992-7900
35516 CROSSING AVENUE, UNIT 1
FIVE POINTS SQUARE
LEWES, DE 19958
PH: 302-226-5880

DRAWN BY: TJK | DATE: 7 JUNE 2021 | SHEET#: SP-2

© MERESTONE CONSULTANTS, INC. 2022

PLAN #: 25001L-330485

PLAN DATA:

PARCEL I.D. NO.	*	5-16-173.00-01-04.04 & 04.05
DEED REFERENCE	*	WR: 18949
ZONING DISTRICT	*	R-3 (HIGH DENSITY RESIDENTIAL)
EXISTING USE	*	VACANT
PROPOSED USE	*	GARDEN APARTMENTS
PLAT REFERENCE	*	PB 118, PG 38
SEWAGE DISPOSAL	*	CITY OF MILFORD SANITARY SEWER SYSTEM SEWERAGE IS SUBJECT TO APPROVAL OF THE CITY OF MILFORD AND THE DELAWARE STATE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL.
WATER SUPPLY	*	CITY OF MILFORD WATER IS SUBJECT TO THE APPROVAL OF THE CITY OF MILFORD AND THE DELAWARE STATE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL AND THE DELAWARE DIVISION OF PUBLIC HEALTH.
NUMBER OF EDUS	*	66 EDUS PROPOSED
OWNER/DEVELOPER	*	MAC RENTALS, LLC C/O AMRUT PATEL 131 DODGE DRIVE SMYRNA, DE 19977 PHONE: (302) 747-3000 AMRUTPTL@GMAIL.COM
VERTICAL DATUM	*	NAVD '88
HORIZONTAL DATUM	*	NAD 83 (NA 2011, EPOCH 2010)

LOT AREA RATIONALE *

CALCULATIONS (AC.)	8.051	100.00%
BUILDING FOOTPRINT & DECK AREA	0.907	11.27%
RECREATIONAL BUILDING AREA	0.000	0.00%
IMPERVIOUS AREA (NOT INCL. BUILDINGS)	1.801	22.37%
STORMWATER MANAGEMENT AREA	0.138	1.71%
PERVIOUS AREAS	5.205	64.65%

PROJECT DENSITY *

GROSS AREA	=8.05 AC.
WETLANDS AREA	=1.55 AC.
GROSS x 25% ASSUMED ROW AREA	=2.01 AC.
NET AREA	=4.49 AC.
ALLOWABLE DENSITY	=16 DU/AC.
ALLOWABLE NUMBER OF UNITS	=71
UNITS PROPOSED BY THIS PLAN	=66
TOTAL PROPOSED DENSITY	=14.7 DU/AC.

HEIGHT, AREA & SETBACK TABLE *

CRITERIA	REQUIRED PER R-3	PROVIDED
ALLOWABLE D.U./BUILDINGS	12	10
MAX LOT (BUILDING) COVERAGE	70,137 (20%)	39,527 (11%)
MAX BUILDING HEIGHT (FT.)	35 (3 STORIES)	35 (3 STORIES)
MINIMUM LOT AREA PER UNIT (S.F.)	2,500	5,720
MINIMUM LOT WIDTH (FT.)	50	517
MINIMUM BUILDING SEPARATION (FT.)	25	80.0
MINIMUM FRONT YARD (FT.)	N/A	10.5
MINIMUM SIDE YARD (FT.)	N/A	18.9
MINIMUM BACK YARD (FT.)	N/A	19.5
MINIMUM OPEN SPACE (400 S.F./D.U.)	26,400	74,120
MINIMUM RECREATIONAL SPACE (S.F.) (50% OF REQUIRED OPEN SPACE)	13,200	15,804

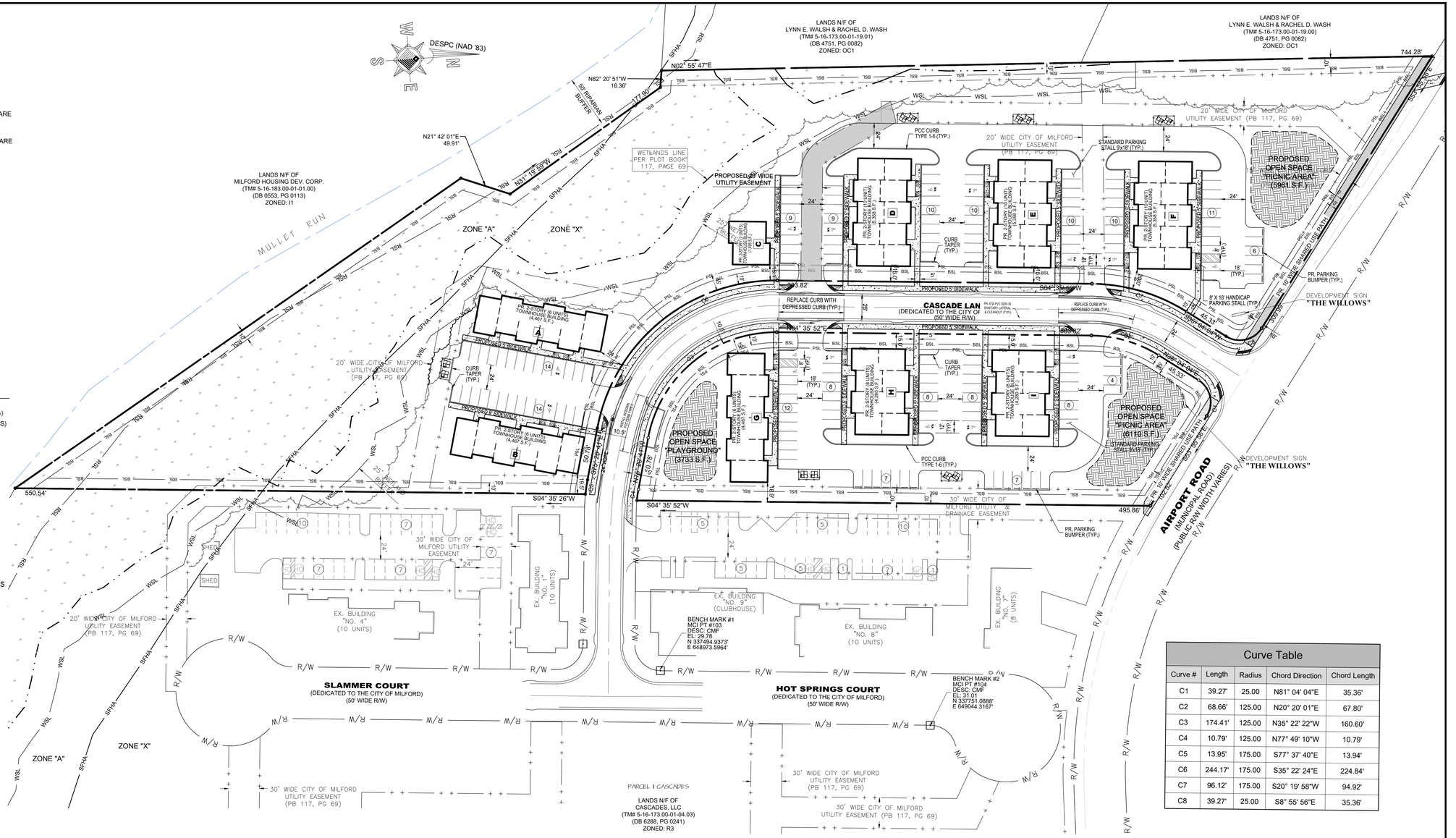
PARKING RATIONALE *

2.5 SPACES PER UNIT

20 - 3 BEDROOM UNITS	50	SPACES
46 - 2 BEDROOM UNITS	115	SPACES
	165	SPACES REQUIRED
PARKING PROVIDED (BY THIS PLAN)	165	INCL. 16 HANDICAP SPACES

RECORD PLAN GENERAL NOTES

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. A SURVEY AND METES AND BOUNDS THAT INCLUDES THE RE-ESTABLISHED MARKER(S) OR MONUMENT(S) SHALL BE PRESENTED TO THE PROPERTY OWNER FOR COMPARISON WITH THE ORIGINAL PLAT FOR VERIFICATION.
2. HYDRIC SOILS ARE INDICATED AS BEING PRESENT ACCORDING TO THE *KENT* COUNTY SOIL SURVEY. SOILS HAVE BEEN INSPECTED BY THOM NOBILE, RNVIRONMENTAL RESOURCES, INC., A LICENSED WETLANDS SCIENTIST.
3. THE APPLICANT IS RESPONSIBLE FOR ENSURING THAT ALL CITY AND/OR AGENCY CONSTRUCTION PERMIT APPLICATIONS HAVE BEEN COMPLETED, SUBMITTED, AND ALL APPLICABLE FEES HAVE BEEN PAID PRIOR TO COMMENCING CONSTRUCTION. THE CITY SHALL NOT BE HELD RESPONSIBLE FOR AN ANTICIPATED CONSTRUCTION START DATE THAT IS NOT MET DUE TO THE APPLICANT OR HIS/HER CONTRACTOR NOT HAVING MET THE CONSTRUCTION PERMITTING REQUIREMENTS.
4. AS A CONDITION OF THE APPROVAL OF THE CONSTRUCTION DRAWINGS, AND PRIOR TO THE ISSUANCE OF THE FIRST BUILDING PERMIT, THE APPLICANT SHALL POST A COMPLETION GUARANTY IN THE AMOUNT OF 125% OF THE COST OF INSTALLATION FOR THE CONSTRUCTION OF RECREATIONAL AND OPEN SPACE AMENITIES, INCLUDING BUT NOT LIMITED TO COMMUNITY BUILDINGS, PLAYGROUNDS, WALKING PATHS, LANDSCAPING AND LANDSCAPE SCREENING. THE GUARANTY SHALL BE IN THE FORM OF A BOND OR FUNDS DEPOSITED IN AN ESCROW ACCOUNT.
5. 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 OBTAIN CERTIFICATES OF OCCUPANCY AND ACHIEVE FINAL COMPLETION OF THE IMPROVEMENTS AND RELEASE OF ANY COMPLETION GUARANTY. THE MAINTENANCE PERIOD SHALL BE A MINIMUM OF ONE YEAR AND ALL CONSTRUCTION VALUES MUST BE SUBMITTED TO, REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO THE ISSUANCE OF ANY BONDS.
6. 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 PLANE, 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.
7. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT (302) 422-1110 A MINIMUM OF TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND SCHEDULE A PRE-CONSTRUCTION MEETING. THE SITE CONTRACTOR AND THE OWNER, OR HIS/HER REPRESENTATIVE SHALL BE IN ATTENDANCE.



Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	39.27'	25.00'	N81° 04' 04"E	35.36'
C2	68.66'	125.00'	N20° 20' 01"E	67.80'
C3	174.41'	125.00'	N35° 22' 22"W	160.60'
C4	10.79'	125.00'	N77° 49' 10"W	10.79'
C5	13.95'	175.00'	S77° 37' 40"E	13.94'
C6	244.17'	175.00'	S35° 22' 24"E	224.84'
C7	96.12'	175.00'	S20° 19' 58"W	94.92'
C8	39.27'	25.00	S8° 55' 56"E	35.36'

SHEET INDEX:

RECORD SITE PLAN COVER PAGE	SHEET NO. SP-1
EXISTING CONDITIONS & DEMOLITION PLAN	SHEET NO. SP-2
PRELIMINARY RECORD SITE PLAN	SHEET NO. SP-3
PRELIMINARY CONSTRUCTION IMPROVEMENT PLAN	SHEET NO. SP-4
PRELIMINARY CONSTRUCTION IMPROVEMENT SITE DETAILS PLAN	SHEET NO. SP-5
PRELIMINARY LANDSCAPE PLAN	SHEET NO. L-101

PRELIMINARY RECORD SITE PLAN

FOR PROPERTY KNOWN AS:

CASCADES * PHASE 2
(R-3 Garden Apartments)

ALSO KNOWN AS:

PARCELS 2 & 3, CASCADES

SITUATE IN:

CITY OF MILFORD * KENT COUNTY
STATE OF DELAWARE

TAX PARCEL #: 5-16-173.00-01-04.04 & 04.05

SCALE: 1"=50'

GRAPHIC SCALE
50 0 50 150
1 inch = 50 ft.

CITY ENGINEER APPROVAL

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

CITY ENGINEER _____ DATE _____

CITY PLANNING DEPARTMENT APPROVAL

PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH THE MOST RECENTLY ADOPTED AND/OR CERTIFIED VERSIONS OF THE CITY OF MILFORD'S CODE OF ORDINANCES AND COMPREHENSIVE LAND USE PLAN. THE OWNER AND THEIR ENGINEER AND/OR SURVEYOR ASSUME ALL RESPONSIBILITY FOR THE DESIGN AS CONTEMPLATED HEREIN AND ACCURACY OF ALL INFORMATION SHOWN HEREON.

CITY OF MILFORD APPROVAL

CITY MANAGER _____ DATE _____

WETLAND'S CERTIFICATION

ENVIRONMENTAL RESOURCES, INC. (ERI) COMPLETED AN INITIAL WETLAND DELINEATION FOR THE CASCADES OF MILFORD SUBDIVISION, ON THE SOUTH SIDE OF AIRPORT ROAD, IN 2005 AND REINSPECTED PHASE 2 IN 2011 AND AGAIN IN 2022. BACKGROUND INFORMATION INDICATED THAT WETLANDS MAY BE PRESENT ALONG THE WEST SIDE OF PHASE 2. ERI INSPECTED THIS SITE IN MILFORD, KENT COUNTY, DELAWARE, FOR THE PRESENCE OF JURISDICTIONAL WATERS, INCLUDING NONTIDAL WETLANDS, ACCORDING TO THE CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL (1987), THE ATLANTIC AND GULF COASTAL PLAIN SUPPLEMENT (2010), ASSOCIATED GUIDANCE IN AFFECT AT THAT TIME AND BEST PROFESSIONAL JUDGMENT.

THIS SUBDIVISION WAS DESIGNED AND APPROVED, RELYING UPON THIS WETLAND DELINEATION. SINCE THAT APPROVAL, MOST OF THE UPLANDS HAD BEEN REGARDED AND/OR FILLED AND INFRASTRUCTURE WAS INSTALLED. A NUMBER OF THE PREVIOUS WETLAND BOUNDARY POINTS WERE RELOCATED INSIDE THE CURRENT TREE LINE; THIS IS IN AGREEMENT WITH EXISTING PLANS. THE LIMITS OF DELINEATED WETLANDS ARE SIMILAR IN EXTENT TO ILLUSTRATED ON THE NATIONAL WETLAND INVENTORY MAPPING. AS A RESULT OF THIS VISIT, IN ERI'S INTERPRETATION, THE EXISTING WETLAND BOUNDARY REPRESENTS THE EXTENT OF NONTIDAL WETLANDS ON PHASE 2. MUCH OF THE WETLAND BOUNDARY IS ON THE PROTECTED SIDE OF ESTABLISHED SUPER SILT FENCE. AS OF THIS DATE NO JURISDICTIONAL DETERMINATION VERIFICATION HAS BEEN REQUESTED FROM CORPS OF ENGINEERS.

THOMAS D. NOBILE _____ DATE _____
PROFESSIONAL WETLAND SCIENTIST: 000389
CERTIFIED WETLAND DELINEATOR THROUGH THE CORPS OF ENGINEERS
WDCP93MD0310001A

DEVELOPER'S CERTIFICATION

I, AMRUT PATEL HEREBY CERTIFY THAT MAC RENTALS, LLC IS THE LEGAL OWNER OF THE PROPERTY SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT ITS DIRECTION, THAT IT ACKNOWLEDGES THE SAME TO BE ITS ACT, AND DESIRES THE PLAN TO BE RECORDED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

AMRUT PATEL _____ DATE:
MAC RENTALS, LLC
131 DODGE DRIVE
SMYRNA, DE 19977
PHONE: (302) 747-3000

ENGINEER'S CERTIFICATION

I, ROGER A. GROSS, P.E. HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL 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.

ROGER A. GROSS, P.E. _____ DATE:
MERESTONE CONSULTANTS, INC.
33516 CROSSING AVENUE, UNIT 1
FIVE POINTS SQUARE
LEWES, DELAWARE 19958
(302) 226-5880

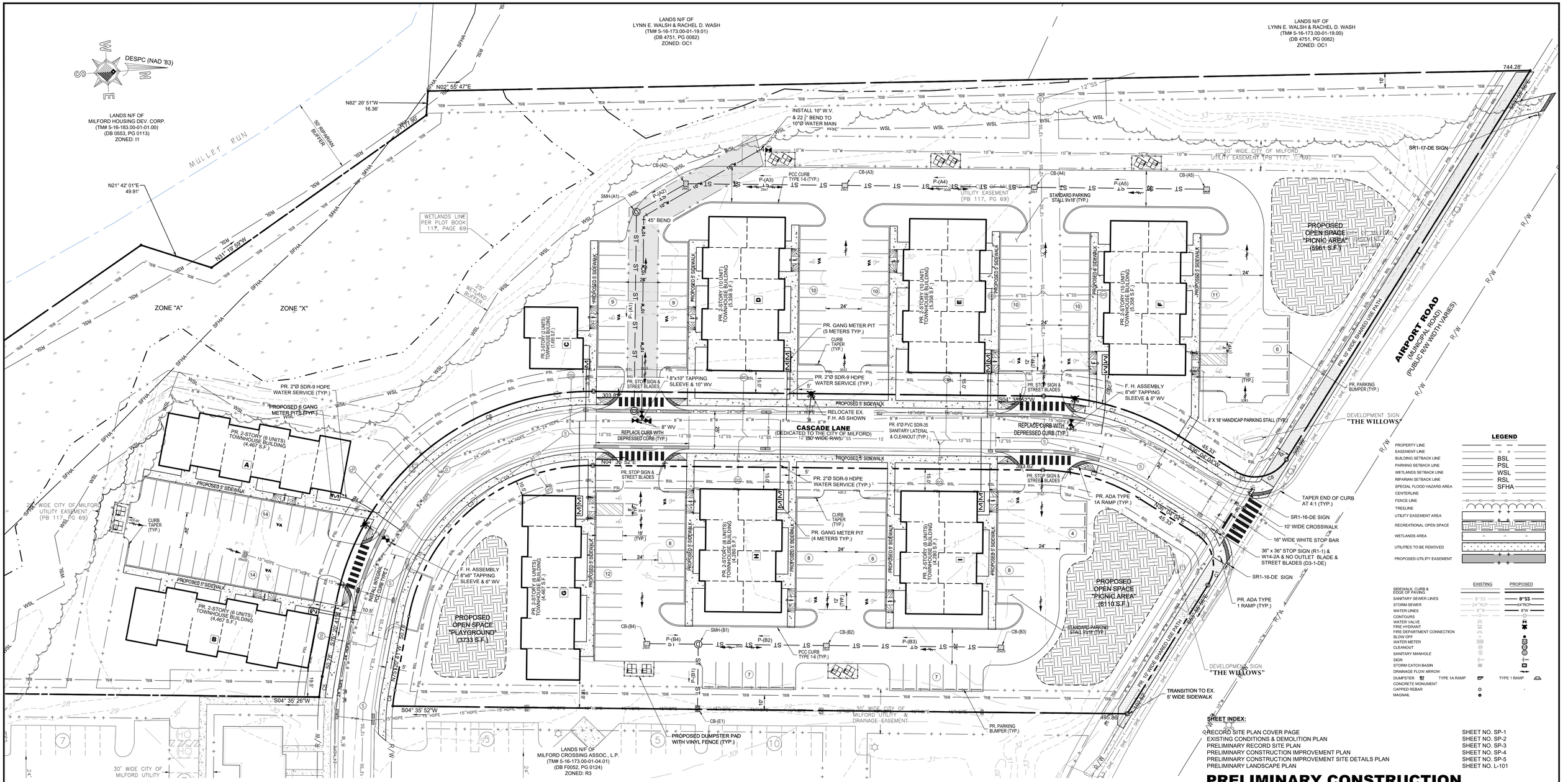
DATE	REVISION	CHKD.
5/18/23	PER KCI REVIEW 9/2/22	R.A.G.
11/28/22	PER OSFM REVIEW 11/23/22	R.A.G.
11/16/22	PER OSFM REVIEW 11/15/22	R.A.G.
5/01/22	PER KCI REVIEW 3/1/22	R.A.G.

MERESTONE CONSULTANTS, INC.
ENGINEERS - PLANNERS - SURVEYORS
5215 WEST WOODMILL DRIVE
WILMINGTON, DE 19808
PH: 302-992-7900
35516 CROSSING AVENUE, UNIT 1
FIVE POINTS SQUARE
LEWES, DE 19958
PH: 302-226-5880

DRAWN BY: TJK | DATE: 7 JUNE 2021 | SHEET#: SP-3

© MERESTONE CONSULTANTS, INC. 2022

PLAN #: 25001L-330485



Storm Sewer Pipe Table						
Pipe Name	Size (in)	Length (ft)	Slope (%)	Description	Beg. Structure	End Structure
P- (A1)	24	130	0.30%	HDPE Pipe	SMH-(A1)	SMH-(E1)
P-(A2)	18	35	0.52%	HDPE Pipe	CB-(A2)	SMH-(A1)
P-(A3)	18	105	0.37%	HDPE Pipe	CB-(A3)	CB-(A2)
P-(A4)	15	125	0.59%	HDPE Pipe	CB-(A4)	CB-(A3)
P-(A5)	15	114	0.43%	HDPE Pipe	CB-(A5)	CB-(A4)

Storm Sewer Pipe Table						
Pipe Name	Size (in)	Length (ft)	Slope (%)	Description	Beg. Structure	End Structure
P-(B1)	15	40	0.32%	HDPE Pipe	SMH-(B1)	CB-(E1)
P-(B2)	15	83	0.58%	HDPE Pipe	CB-(B2)	SMH-(B1)
P-(B3)	15	115	0.51%	HDPE Pipe	CB-(B3)	CB-(B2)
P-(B4)	15	31	0.58%	HDPE Pipe	CB-(B4)	SMH-(B1)

Storm Sewer Structure Table		
Structure Name	Description	Structure Details
CB-(A2)	34 x 24 Rect Structure 36 x 20 Frm Rectangular Structure Slab Top Rectangular Frame	Rim = 29.00, Depth = 3.60' P-(A3) INV.(N) = 25.70 P-(A2) INV.(SE) = 25.70
CB-(A3)	34 x 24 Rect Structure 36 x 20 Frm Rectangular Structure Slab Top Rectangular Frame	Rim = 29.30, Depth = 3.36' P-(A4) INV.(N) = 26.35 P-(A3) INV.(S) = 26.10
CB-(A4)	34 x 24 Rect Structure 36 x 20 Frm Rectangular Structure Slab Top Rectangular Frame	Rim = 30.10, Depth = 3.48' P-(A5) INV.(N) = 27.10 P-(A4) INV.(S) = 27.10
CB-(A5)	34 x 24 Rect Structure 36 x 20 Frm Rectangular Structure Slab Top Rectangular Frame	Rim = 30.90, Depth = 3.74' P-(A5) INV.(S) = 27.60
SMH-(A1)	48 x 48 Rect Structure 24 dia Frm 4 FmHt 2 Slab 6 Wall 6 Floor Rectangular Structure Slab Top Circular Frame	Rim = 29.40, Depth = 4.19' P-(A2) INV.(NW) = 25.50 P- (A1) INV.(E) = 25.00
SMH-(E1)	48 x 48 Rect Structure 24 dia Frm 4 FmHt 8 Slab 6 Wall 6 Floor Rectangular Structure Slab Top Circular Frame	Rim = 29.53, Depth = 4.93' P- (A1) INV.(W) = 24.60

Storm Sewer Structure Table		
Structure Name	Description	Structure Details
CB-(B2)	34 x 24 Rect Structure 36 x 20 Frm Rectangular Structure Slab Top Rectangular Frame	Rim = 29.40, Depth = 4.63' P-(B3) INV.(N) = 25.70 P-(B2) INV.(S) = 25.70
CB-(B3)	34 x 24 Rect Structure 36 x 20 Frm Rectangular Structure Slab Top Rectangular Frame	Rim = 30.25, Depth = 4.59' P-(B3) INV.(S) = 26.30
CB-(B4)	34 x 24 Rect Structure 36 x 20 Frm Rectangular Structure Slab Top Rectangular Frame	Rim = 29.40, Depth = 4.94' P-(B4) INV.(N) = 25.40
CB-(E1)	34 x 24 Rect Structure 36 x 20 Frm Rectangular Structure Slab Top Rectangular Frame	Rim = 28.97, Depth = 4.30' P-(B1) INV.(W) = 25.06
SMH-(B1)	48 x 48 Rect Structure 24 dia Frm 4 FmHt 8 Slab 6 Wall 6 Floor Rectangular Structure Slab Top Circular Frame	Rim = 29.70, Depth = 4.81' P-(B2) INV.(N) = 25.20 P-(B4) INV.(S) = 25.20 P-(B1) INV.(E) = 25.20

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	39.27'	25.00	N81° 04' 04"E	35.36'
C2	68.66'	125.00	N20° 20' 01"E	67.80'
C3	174.41'	125.00	N35° 22' 22"W	160.60'
C4	10.79'	125.00	N77° 49' 10"W	10.79'
C5	13.95'	175.00	S77° 37' 40"E	13.94'
C6	244.17'	175.00	S35° 22' 24"E	224.84'
C7	96.12'	175.00	S20° 19' 58"W	94.92'
C8	39.27'	25.00	S8° 55' 56"E	35.36'

SHEET INDEX:

RECORD SITE PLAN COVER PAGE	SHEET NO. SP-1
EXISTING CONDITIONS & DEMOLITION PLAN	SHEET NO. SP-2
PRELIMINARY RECORD SITE PLAN	SHEET NO. SP-3
PRELIMINARY CONSTRUCTION IMPROVEMENT PLAN	SHEET NO. SP-4
PRELIMINARY CONSTRUCTION IMPROVEMENT SITE DETAILS PLAN	SHEET NO. SP-5
PRELIMINARY LANDSCAPE PLAN	SHEET NO. L-101

PRELIMINARY CONSTRUCTION IMPROVEMENT PLAN

FOR PROPERTY KNOWN AS:

CASCADES * PHASE 2
(R-3 Garden Apartments)

ALSO KNOWN AS:

PARCELS 2 & 3, CASCADES

SITUATE IN:

CITY OF MILFORD * KENT COUNTY
STATE OF DELAWARE

TAX PARCEL #: 5-16-173.00-01-04.04 & 04.05

SCALE: 1"=30'

GRAPHIC SCALE
30 0 30 90
1 inch = 30 ft.

ROGER A. GROSS, P.E. (DE REGISTRATION NO. 7842) DATE:

DATE	REVISION	CHKD.
5/18/23	PER KCI REVIEW 9/2/22	R.A.G.
11/28/22	PER OSFM REVIEW 11/23/22	R.A.G.
11/16/22	PER OSFM REVIEW 11/15/22	R.A.G.
5/01/22	PER KCI REVIEW 3/1/22	R.A.G.

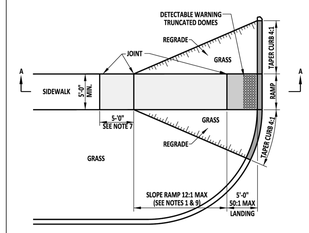
DRAWN BY: TJK | DATE: 7 JUNE 2021 | SHEET#: SP-4

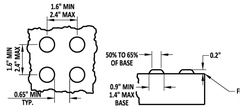
MERESTONE CONSULTANTS, INC.
ENGINEERS - PLANNERS - SURVEYORS
5215 WEST WOODMILL DRIVE
WILMINGTON, DE 19808
PH: 302-992-7900
35516 CROSSING AVENUE, UNIT 1
FIVE POINTS SQUARE
LEWES, DE 19958
PH: 302-226-5880

© MERESTONE CONSULTANTS, INC. 2022

PLAN #: 25001L-330485

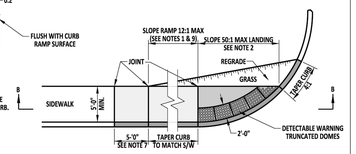
SCALE : NTS

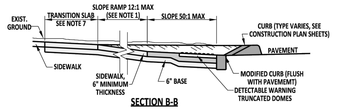




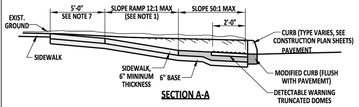
DETECTABLE WARNING TRUNCATED DOME DETAILS

NOTES:
A). THE AREA OF DETECTABLE WARNING TRUNCATED DOMES SHALL BE 2'-0" LONG AND THE FULL WIDTH OF THE RAMP OR DEPRESSED CURB.
B). SEE SPECIFICATION FOR ADDITIONAL INFORMATION.

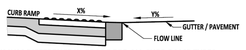




SECTION B-B



SECTION A-A



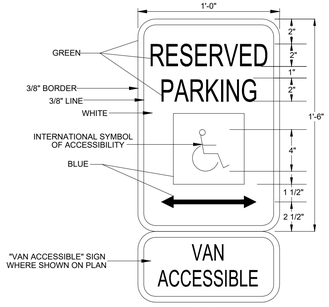
MAXIMUM DIFFERENCE IN GRADE FOR ALL CURB RAMP TYPES

FOR EXAMPLE, IF THE CURB RAMP AND DEPRESSED CURB SLOPE AT THE FLOW LINE (Y) IS 6.1% AND THE PAVEMENT SLOPE (Y) IS 4.0%, THEN TO DETERMINE THE DIFFERENCE IN GRADE, ADD X + Y TO GET 12.1%, WHICH IS GREATER THAN THE 11% PREFERRED BUT LESS THAN THE 13% MAXIMUM.

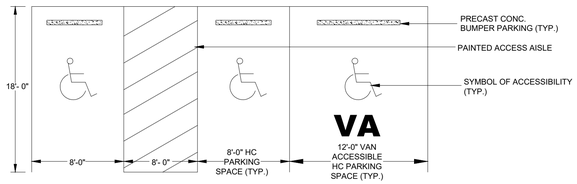
NOTES:
1). FOR ALTERATIONS WITHOUT A GRASS STRIP OR WHERE THE EXISTING ROAD PROFILE IS STEEPER THAN 7% AND A 12:1 MAXIMUM SLOPE RAMP WILL NOT MEET THE SIDEWALK GRADE WITHIN A LENGTH OF 15'-0", THE RAMP LENGTH MAY BE LIMITED TO 15'-0" AT A CONSTANT SLOPE, AND ALLOWED TO EXCEED 12:1.
2). RAMP AND SIDEWALK CROSS SLOPE SHALL BE 50:1 (2%) MAXIMUM. FOR REHABILITATION WORK, THE RAMP CROSS SLOPE SHALL MATCH THE SLOPE OF THE ADJACENT ROADWAY.
3). A 6:1 GRADE IS REQUIRED FOR A MINIMUM OF 2'-0" IMMEDIATELY ADJACENT TO RAMP. IF THAT IS NOT FEASIBLE, THEN A CURB OR RETAINING WALL SHOULD BE USED TO ELIMINATE THE NEED FOR THE STEEP SLOPE.
4). THE MAXIMUM DIFFERENCE IN GRADE BETWEEN THE CURB RAMP OR MODIFIED CURB AT THE FLOW LINE AND THE PAVEMENT SHALL BE 13%, HOWEVER 11% IS PREFERRED. SEE DETAIL ON THIS SHEET.
5). LANDING AREA SHALL BE EXTENDED 18" MIN BEYOND THE PEDESTRIAN PUSH BUTTON FOR ALL CURB RAMP TYPES. WHEN NO PEDESTRIAN PUSH BUTTON EXISTS, THE 18" EXTENSION CAN BE OMITTED.
6). LANDING AREA SHALL BE DELINEATED WITH JOINTS.
7). FOR REHABILITATION WORK, PLACE TRANSITION SLAB TO TRANSITION FROM THE NEW RAMP TO THE EXISTING SIDEWALK WHEN THE EXISTING SIDEWALK HAS A NON-CONFORMING RUNNING SLOPE, CROSS SLOPE, OR WIDTH. ADJACENT CURB TAPER SHOULD MATCH THE SLOPE OF THE TRANSITION SLAB.
8). REFER TO THE DELAWARE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES FOR DETAILS REGARDING THE LOCATION OF PEDESTRIAN PUSH BUTTONS.
9). CONSTRUCTION JOINTS ARE REQUIRED ON RAMPS AT THE INTERVAL SPECIFIED IN NOTE 6 ON DETAIL M-3, SHEET 1 OF 1. HOWEVER, EXPANSION MATERIAL SHALL NOT BE USED IN THE RAMP SECTION.
10). PEDESTRIAN SIGNALS SHALL BE ACCESSIBLE WITH A LEVEL LANDING, WHOSE EDGE IS NO MORE THAN 10" FROM ALL PEDESTRIAN PUSH BUTTONS.

CURB RAMP, TYPE 1

DELAWARE DEPARTMENT OF TRANSPORTATION	CURB RAMP, TYPE 1 AND SECTIONS				APPROVED	SIGNATURE ON FILE	02/14/2014
	STANDARD NO. C-2 (2013)	SHT. 1	OF 3		RECOMMENDED	SIGNATURE ON FILE	01/14/2014



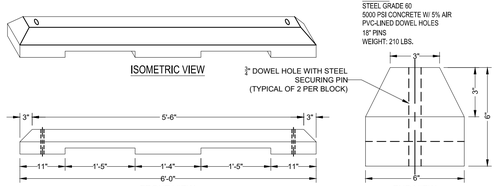
SIGN



TYPICAL H.C. PARKING LAYOUT

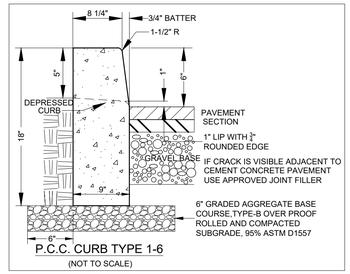
NOTE - ALL ELEMENTS OF HDCP PARKING SPACES (CURB RAMP, SIGNAGE, LOADING ZONE, PARKING AND SPACES) TO COMPLY WITH AMERICANS WITH DISABILITIES ACT (ADA)

HANDICAP PARKING DETAIL
(NOT TO SCALE)

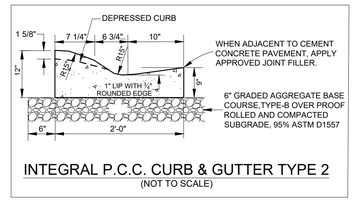


NOTE:
STEEL GRADE 60
5000 PSI CONCRETE W/ 5% AIR
PVC-LINED DOWEL HOLES
18" PINS
WEIGHT: 210 LBS.

STANDARD PARKING BLOCK DETAIL
(NOT TO SCALE)



P.C.C. CURB TYPE 1-6
(NOT TO SCALE)



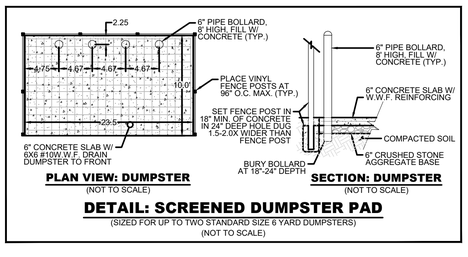
INTEGRAL P.C.C. CURB & GUTTER TYPE 2
(NOT TO SCALE)

2" SUPERPAVE, TYPE "C", PG 64-22 (CARBONATE STONE)
4" SUPERPAVE, TYPE "B", PG 64-22 (CARBONATE STONE)
10" GABC (301001) TWO LIFTS

REQ. SN=3.70
PR. SN=3.80

NOTE: SUBGRADE SHALL BE PREPARED IN ACCORDANCE TO DEL. D.O.T. STANDARD SPECIFICATIONS.

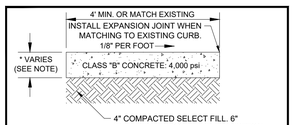
MINIMUM PAVEMENT SECTION DETAIL
(NOT TO SCALE)



PLAN VIEW: DUMPSTER
(NOT TO SCALE)

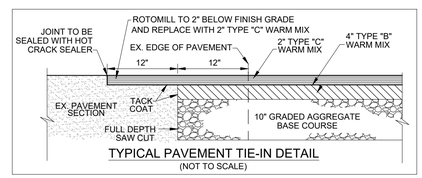
SECTION: DUMPSTER
(NOT TO SCALE)

DETAIL: SCREENED DUMPSTER PAD
(SIZED FOR UP TO TWO STANDARD SIZE 6 YARD DUMPSTERS)
(NOT TO SCALE)

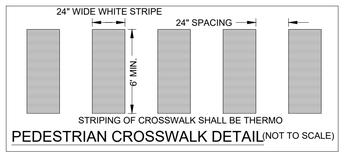


NOTES:
1. PLACE EXPANSION JOINTS 20' ON CENTER AND CONTROL JOINTS 5' ON CENTER OR MATCH EXISTING PATTERN.
2. STANDARD SIDEWALK SHALL BE 4" THICK. FOR DEPRESSED AND TRANSITION AREAS, SIDEWALK SHALL BE 6" THICK.

SIDEWALK DETAIL
(NOT TO SCALE)



TYPICAL PAVEMENT TIE-IN DETAIL
(NOT TO SCALE)



STRIPING OF CROSSWALK SHALL BE THERMO

PEDESTRIAN CROSSWALK DETAIL (NOT TO SCALE)

1. POLYVINYL CHLORIDE PIPE SHALL MEET THE REQUIREMENTS OF AWWA C-900. IT SHALL BE MANUFACTURED IN STANDARD LENGTH NOT EXCEEDING TWENTY (20) FEET AND HAVE AN OUTSIDE DIAMETER EQUAL TO CAST IRON PIPE. PVC PIPE SHALL HAVE STANDARD DIMENSION RATIO (DR) OF 18.0 OR LESS. THE PIPE SHALL BE RATED FOR A WORKING PRESSURE OF AT LEAST 150 PSI.
2. POLYVINYL CHLORIDE (PVC) PIPE, USED FOR SEWER CONSTRUCTION, SHALL EQUAL OR EXCEED THE REQUIREMENTSOFASTM-D-3034AND SHALL HAVE A MINIMUMSTANDARDDIMENSION(SDR)RATIO OF35 AND THE MINIMUM PIPE STIFFNESS, AS TESTED IN ACCORDANCE WITH ASTM-D-2412, SHALL BE 45 WHEN MEASURED UNDER 5% DEFLECTION AT 73° FAHRENHEIT. PIPE SHALL BE MANUFACTURED WITH INTEGRAL WALL BELL AND SPIGOT JOINTS IN STANDARD LENGTHS NOT EXCEEDING 20.0 FEET.

SHEET INDEX:

RECORD SITE PLAN COVER PAGE	SHEET NO. SP-1
EXISTING CONDITIONS & DEMOLITION PLAN	SHEET NO. SP-2
PRELIMINARY RECORD SITE PLAN	SHEET NO. SP-3
PRELIMINARY CONSTRUCTION IMPROVEMENT PLAN	SHEET NO. SP-4
PRELIMINARY CONSTRUCTION IMPROVEMENT SITE DETAILS PLAN	SHEET NO. SP-5
PRELIMINARY LANDSCAPE PLAN	SHEET NO. L-101

PRELIMINARY CONSTRUCTION IMPROVEMENT SITE DETAILS PLAN

FOR PROPERTY KNOWN AS:
CASCADES * PHASE 2
(R-3 Garden Apartments)
ALSO KNOWN AS:
PARCELS 2 & 3, CASCADES
SITUATE IN:
CITY OF MILFORD * KENT COUNTY
STATE OF DELAWARE
TAX PARCEL #: 5-16-173.00-01-04.04 & 04.05
SCALE: 1"=NO SCALE

ROGER A. GROSS, P.E. (DE REGISTRATION NO. 7842) DATE:

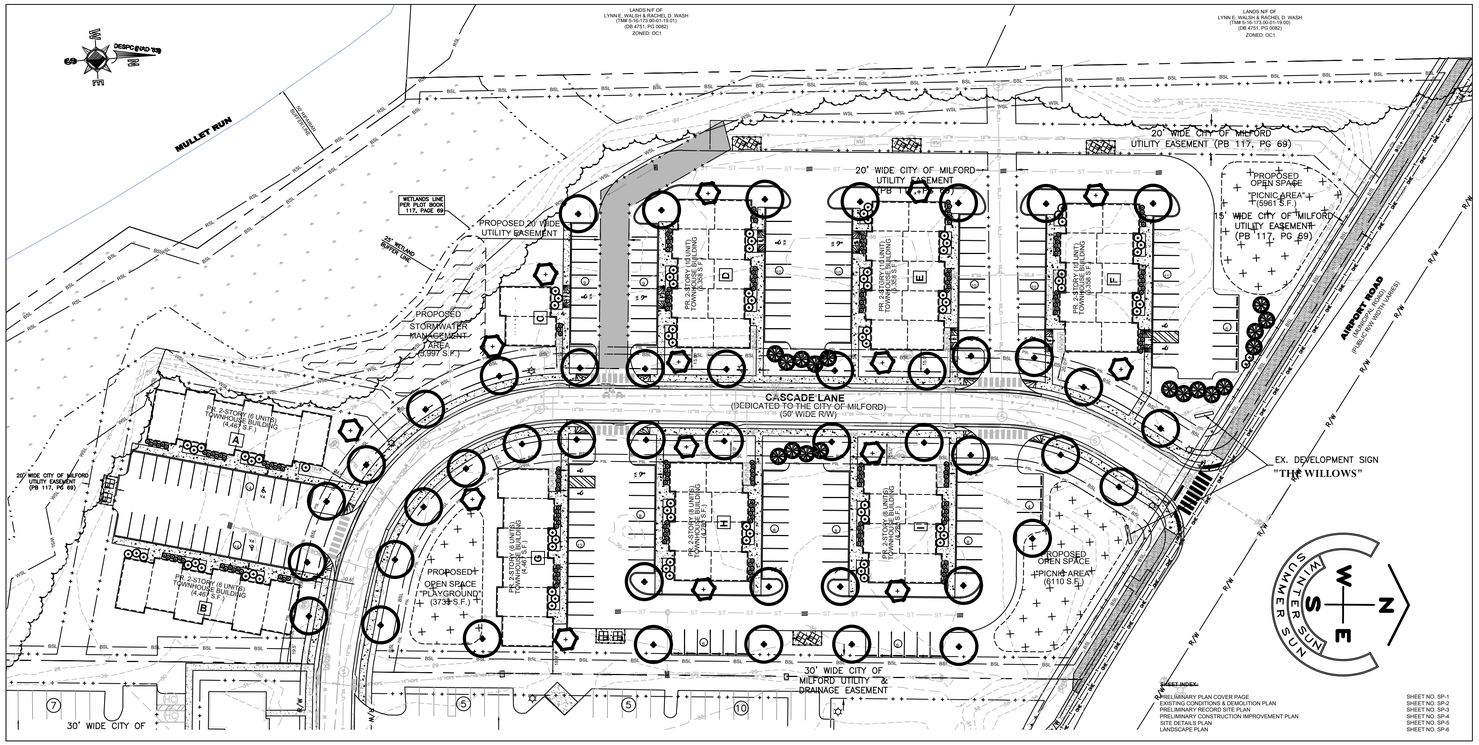
DATE	REVISION	CHKD.
5/18/23	PER KCI REVIEW 9/2/22	R.A.G.
11/28/22	PER OSFM REVIEW 11/23/22	R.A.G.
11/16/22	PER OSFM REVIEW 11/15/22	R.A.G.
5/01/22	PER KCI REVIEW 3/1/22	R.A.G.

MERESTONE CONSULTANTS, INC.
ENGINEERS - PLANNERS - SURVEYORS
5215 WEST WOODMILL DRIVE
WILMINGTON, DE 19808
PH: 302-992-7900
35516 CROSSING AVENUE, UNIT 1
FIVE POINTS SQUARE
LEWES, DE 19958
PH: 302-226-5880

DRAWN BY: RAG | DATE: 7 JUNE 2021 | SHEET#: SP-5

© MERESTONE CONSULTANTS, INC. 2022

PLAN #: 25001L-330485



LANDSCAPE NOTES

1. MULCH ALL TREE PITS, PLANT BEDS, AND GROUND COVER AREAS WITH A MINIMUM 3" DEPTH (AFTER SETTLEMENT) OF MULCH OR AS NOTED:
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 TWELVE MONTHS FROM THE DATE OF ACCEPTANCE, AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM NEGLECT 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/GROUNDCOVER 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 TRUCK. 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 6' 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.

   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 AS MEASURED FOUR FEET ABOVE AVERAGE GROUND LEVEL) 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:

PLANT SIZE	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 ARCHITECTS 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.

LANDSCAPE LEGEND

- PROPOSED SHADE TREE 2-2.5" CAL.
- PROPOSED ORNAMENTAL TREE 6-7' HT.
- PROPOSED EVERGREEN TREE 5-6' HT.
- PROPOSED SHRUBS
- PROPOSED FINE LAWN

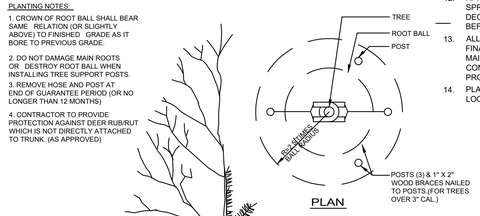
50 0 50 100

GRAPHIC SCALE

SCALE: 1" = 50'

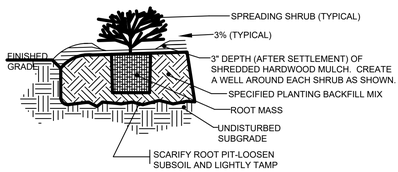
PLANTING NOTES:

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 RUB/RUT WHICH IS NOT DIRECTLY ATTACHED TO TRUNK. (AS APPROVED)



DETAIL: TREE PLANTING

SCALE: NOT TO SCALE



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%.

DETAIL:SHRUB PLANTING

SCALE: NOT TO SCALE

ALBERT M. DEMERICH
CHIEF LANDSCAPE ARCHITECT
1 NORTH CHURCH AVENUE, SUITE 206
MEDIA, PENNSYLVANIA 19063
TELEPHONE: (610) 565-4646
FAX: (610) 565-4647
DELAWARE, NEW JERSEY, PENNSYLVANIA & NEW YORK
E-MAIL: AMDEMERICH@AOL.COM
RLA LICENSE #000094

OWNER:

NO.	REVISION	CHECKED BY DATE

DESIGNED BY:
DRAWN BY:
CHECKED BY:
FILE NAME:
ALBERT M. DEMERICH
DELAWARE

PRELIMINARY
LANDSCAPE PLAN
CASCADES PHASE 2
R-3 GARDEN APARTMENTS
CITY OF MILFORD - KENT COUNTY - DELAWARE

DATE: AUGUST 03, 2022
SCALE: 1"= 50'
PROJECT NO. 2022-04
SHEET: L-101

A3	SCHEMATIC (4) BEDROOM FRONT ELEVATION
3/32" = 1'-0"	KEY

A2	SCHEMATIC (5) BEDROOM FRONT ELEVATION
3/32" = 1'-0"	KEY

A1	SCHEMATIC (6) BEDROOM FRONT ELEVATION
3/32" = 1'-0"	KEY

Moonlight Architecture, Inc.
Architecture • Interior Design
Site Planning
DE (302) 645-9361
MD (410) 677-4747
www.moonlightarch.com

All designs, concepts, ideas and arrangements depicted on these drawings are the property of Moonlight Architecture, Inc. and are intended to be used in connection with this specific project only and shall not be used in whole or in part for any other purpose whatsoever without the written consent of Moonlight Architecture, Inc.. No changes or deviations shall be allowed without the written consent of Moonlight Architecture, Inc.

CONSTRUCTION DOCUMENTS FOR THE:
PATEL TOWNHOMES
AIRPORT ROAD
MILFORD, KENT COUNTY, DELAWARE

SCALE:
3/32 = 1'-0"

DRAWING DATE:
06/24/2021

SHEET TITLE:
SCHEMATIC FRONT ELEVATIONS

© COPYRIGHT 2021 MOONLIGHT ARCHITECTURE, INC.

PROJECT NUMBER:
20092

SHEET #:
SD-09

August 19, 2021

Rob Pierce
Planning Director
City of Milford
Public Works Facility
180 Vickers Dr.
Milford, DE 19963

RE: Letter of No Objection for development of Cascade Phase 2 townhomes

Gentlemen,

This letter serves as our general acknowledgement and agreement with the redevelopment of Phase 2 of the original Cascade community as townhomes. Additionally, we agree with the following:

We understand and accept that the revised proposal of Cascade Phase 2 is a separate development and ownership from the original tract and PUD under which Cascade was originally approved and developed.

We agree to share the cost of stormwater pond maintenance in a mutually agreeable manner.

We agree the common use areas to be separate and not shared elements of each respective community.

To our knowledge, we have no other concerns about the proposed Phase 2 redevelopment project moving forward; provided that we reserve the right to review and approve any changes to the site plan, elevations, or any other documents which may impact our development.

M. Brad Ingerman
in official signatory capacity for Ingerman Group

Amrut Patel

8/19/21

Notary

Raven L. Mitra
Attorney-at-Law of
the State of NJ

Notary

CITY OF MILFORD
PLANNING COMMISSION
Minutes of Meeting
December 20, 2011

The regular monthly meeting of the Milford Planning Commission was held in the Joseph Ronnie Rogers Council Chambers, 201 South Walnut Street, Milford, DE 19963 on Tuesday evening, December 20, 2010.

PRESIDING:	Chairman Charles Rini
IN ATTENDANCE:	Karen McColley, George Pilla, William Lane, Marvin Sharp, Archie Campbell, Jamie Burk
ALSO:	Solicitor Jamie Sharp on behalf of David Rutt, City Planner Gary Norris and Department Administrative Assistant Christine Crouch

Chairman Rini called the meeting to order at 7:02pm noting Mr. Fry was absent and wishing everyone a Merry Christmas and Happy New Year.

APPROVAL OF MINUTES
The minutes for the November 2011 regular monthly planning commission meetings were approved by a motion by Mr. Pilla and second by Mrs. McColley.

CHAIRMAN MONTHLY REPORT
Chairman Rini noted the hand out given to the commissioners regarding the 2012 planning commission meetings.

Again Chairman Rini reported one vacancy exists for Mrs. Stevenson and effective tomorrow Mrs. McColley's resignation takes effect. These vacancies were discussed during a recent council meeting.

UNFINISHED BUSINESS

Morris & Ritchie Associates on behalf of Walter N. Thomas, II; Project No 11-175
Preliminary Major Subdivision-Hickory Glen
1335 Milford-Harrington Highway
Tax Map MD-16-174.00-01-21.00 & MD-16-174.00-01-22.00; 79.47+/- Acres; R-8 Zoning
Adoption of Resolution PC11-018

Chairman Rini recalled this application was tabled at the November Planning Commission meeting due to unresolved questions that arose. A meeting between Mr. Norris, Solicitor Sharp and Chairman Rini was held where those questions were discussed at length. Solicitor Sharp drafted a confidential memo, citing attorney client privilege, explaining how the answers to the unresolved questions were determined, citing specific articles of the city code.

In summary, Solicitor Sharp explained there was a question as to whether the open space requirement was met. In Solicitor Sharp's opinion, the open space has been met.

Regarding the density of the site, in Solicitor Sharp's opinion the density is within the density allowed per code.

According to Solicitor Sharp, the number of units proposed per garden and/or low rise apartment, as provided by the applicant, is within the limits of the code. The applicant is proposing 16 apartment pad sites and from the proposal it appears there are two buildings per site that are connected by a 16' breezeway. Each building would include 12 units. There was confusion at the last meeting about whether there are 24 units per building or 12 units. It appears there are 12 units per building and there are 32 buildings. The definition section of the zoning code requires garden or low rise apartments buildings contain between six and twelve units. Based on this information, it appears the number of units per building is acceptable.

As to the question regarding whether the space proposed between the buildings is within the requirements of the code, Solicitor Sharp explained the applicant is proposing a 16' covered breezeway between the apartment buildings and their position is that this is acceptable per the code. There is not mention in the R-8 section of the zoning code regarding the distance between individual apartment buildings. It does state there must be 25' between groups of buildings and that there must be at least 16' between individual condominium buildings. It is silent as to the distance between individual apartment buildings. Due to the silence in the code on that, the R-3 zoning district was looked at, because the R-8 district states that all uses permitted in an R-1, R-2 and R-3 district, subject to its area regulations, unless otherwise indicated in the R-8 district as provided. In the R-3 district it states that each building or group of buildings must be at least 25' from any other building or groups of buildings. Using that information, it was determined the individual apartment buildings should be 25' from one another, as opposed to 16' as the applicant is proposing.

Again, Solicitor Sharp provided the commissioners and council with his reasoning for these determinations in the memo they have received.

Chairman Rini recalled the public hearing was closed on this application at the last meeting, with only the answers to the questions raised needing to be discussed this evening. Now that the commission has heard those answers, he stated no comments from either the public or the applicant will be heard tonight.

In asking for Mr. Norris' opinion on the direction the commission should take with this application, Mr. Norris advised the commission may recommend to council the approval of the application as it is proposed, recommend approval with conditions or recommend the denial of the application. Chairman Rini asked the commission to give their comments on the application.

Mrs. McColley asked why the code requires a 25' building separation. She assumes it is due to fire apparatus. Mr. Norris believed she was correct. It will allow fire apparatus, EMT units, ladders, etc to gain access completely around the building and access the higher floors. Mrs. McColley was concerned with whether a 16' building separation would inhibit such life saving efforts. Mr. Norris also commented the proposed 16' building separation will be covered.

Mr. Pilla asked if the covered breezeway between the buildings then make the two buildings actually one building. Solicitor Sharp explained the code did not appear to be as clear on that issue and he looked at it from the standpoint that there is one pad site with two separate buildings

located on it, connected by a 16' breezeway. So those buildings are considered an individual apartment building and they have a 16' building separation, but looking at the R-3 code, it should be 25' building separation. Mr. Pilla asked if the plan would need to be conditional upon a variance approval. Chairman Rini stated yes they could go to the Board of Adjustment.

Mr. Lane had the same question. He felt there may be some buildings in the City that have a 16' building separation, which is a common area to get in and out of apartments, but he is concerned with the lack of 25' building separation. Fire apparatus plays a role in this issue.

Chairman Rini explained there can be a 25' distance between buildings, but if someone plants a tree in that 25' it defeats the purpose.

Mr. Sharp referred to a fire that occurred in Claymont yesterday where because emergency responders could not get to the upper stories of the building because the buildings were so close together, there are now between 15 to 18 families left homeless. His opinion is the 25' building separation is crucial.

Mr. Campbell agreed the 25' building separation should be maintained because of the safety hazard. The ordinance states 25' and he feels the commission should stick to it.

Mr. Burk stated everyone brought up valid questions and he agrees with most of them. If the code says 25' between buildings, then we should require it. It really comes down to what is determined to be a building.

Mr. Norris asked the commissioners how they felt about the number of units per building that they would like to discuss. Do they feel 24 units is acceptable or no. The consensus was twelve units is the maximum.

Mr. Pilla again asked if the two twelve unit buildings are sharing a contiguous roof, via a 16' breezeway, is that one building? Chairman Rini stated that is to be interpreted for himself because it is not spelled out clearly in the code. To him there is no answer. Mr. Pilla stated the 25' is not only for fire apparatus to gain access to the building perimeter, but also to keep combustible material separated. He feels the contiguous roof makes the twelve unit buildings actually one building.

Solicitor Sharp referred to Chapter 230-4, Article I, Definitions. The definition of a building is any structure having a roof supported by columns or walls used for the shelter, housing or enclosure of persons, animals or property. Chairman Rini felt a breezeway is not a shelter.

Mrs. McColley stated the applicant has proposed, at the last meeting, twelve unit buildings, which means there needs to be 25' building separation between the twelve unit buildings. If the applicant wishes to amend that and make the buildings 24 unit buildings, meaning twelve units connected to another twelve units via a 16' breezeway, then the units per building are 24, which exceed code.

Mr. Norris asked that the motion be very specific if there are conditions placed on the resolution. Again Chairman Rini stated the applicant can go before the Board of Adjustment, depending on the restrictions the Commission recommends.

Mr. Sharp stated what makes the most sense to him is for them to go back and redesign the site to comply with the 25' building separation and the twelve units per building requirement. They could come back in January or February to have the project reviewed again. That way the commission is not jumping through hoops. Mr. Sharp made a motion to table the application and to come back with a redesign. Realizing conditions could not be placed on tabling the application, Mr. Sharp then withdrew his motion.

Mr. Rini made a motion to recommend approval of resolution PC11-018 with the condition the applicant will demonstrate they meet the 25 foot building separation, inclusive of breezeways, between all low rise and garden apartment buildings as well as townhouse buildings. Mr. Campbell seconded the motion. Motion carried with the following votes:

Mrs. McColley	Yes
Mr. Pilla	Yes
Mr. Lane	Yes
Mr. Sharp	No
Mr. Campbell	Yes
Mr. Burke	Yes
Mr. Rini	Yes

Landmark JCM on behalf of Milford Plaza Enterprises LLC; Project No 11-168
Final Site Plan-Milford Plaza
600 N DuPont Blvd
Tax Map MD-16-183.09-01-04.00; 21.44+/- Acres; C-3 Zoning
Adoption of Resolution PC11-019

Chairman Rini recalled this item being deferred from last month's agenda.

Mr. Sharp recused himself from the meeting and joined the audience.

Mr. Solomon McCloskey of Landmark Engineering was present on behalf of the owners. He explained the application is for final site plan approval to add a 15,000 square foot addition to the end of Peeble's department store and a 42 square foot pad site in the Milford Plaza Shopping Center. Agency approvals, including the Fire Marshal, DelDOT and Conservation District have been obtained and forwarded to the City.

Chairman Rini confirmed landscaping improvements in parking lot are also part of this project.

Mr. Norris explained to Mr. McCloskey a variance may be necessary for the site signage, depending on what the tenants propose.

When asked if the commissioners had any questions, Mr. Campbell confirmed the entrance at Donut Connection is being closed as part of this project as well. Mr. McCloskey explained due to the traffic study that was performed, it was determined the accident history was higher than desired and therefore the entrance must be closed. The access points on Rt 14 and Rt 113 will remain.

Chairman Rini called for public comments.

Mr. Marvin Sharp, President of the Carlisle Fire Department, addressed the commission by stating while the fire department encourages growth, their first concern is with safety. The first concern is with the addition along side of the Peebles store. The entrance to and from the site is pretty much directly across to the entrance that goes out onto the service road from the Carlisle Fire Company's parking lot. The department has grave concerns there that tractor trailers will be zipping through the parking lot. They understand that the developer cannot control and individual driver, however a mechanism to keep tractor trailers from going out of there as guys are coming in to respond to alarms or equipment is returning and going out the side of the building.

The second issue is when 20% of the parking, which is no fault of the property owners, it is the famous DelDOT conspiracy, that traffic has got to get out somewhere. Mr. Sharp is used to going out the side by Peebles to get out to Front Street. Again, that is going to create more traffic for the fire department. The fire company's concern is down the road, after this is done, if it starts to create heartburn, if they could go back to the developer and say, as a good neighbor today, if you would consider saying something 'if it creates a hardship in the immediate future, we need to move something or come up with a solution, at your expense' so the fire company doesn't have to bear the expense.

For those that may or may not know, the parking lot entrance/exit that Mr. Sharp is referring to is a recorded easement on the fire department's property that was established when Raymond Masten, Brown Thawley and Tom Draper was involved in it.

The only problem the fire department has with the proposed plan is how it will affect the department going in and out, as far as response on a Friday nights with responders getting in because of the additional traffic because of the Donut Connect entrance being closed. Mr. Sharp recognized the entrance closing is no fault of the property owners.

He continued by stating down the road no one knows what affect this may have and if the department can come back and say 'this is affecting us, we've got to sit down and work out a solution'.

Chairman Rini asked for an elaboration on the easement Mr. Sharp referred to. Mr. Sharp explained there is an easement allowing access to the fire department from the service road that connects to Front Street. Raymond Masten and Brown Thawley gave, to the fire company, that easement through there so that the service road could never be closed, if in case the fire department got into an argument with the city or with somebody, without the fire department saying yes.

Hearing no further public comments, Chairman Rini closed the public comments.

Chairman Rini made a motion to adopt resolution PC11-019, seconded by Mr. Pilla. Mr. Campbell asked if anything Mr. Sharp stated would be included in the motion. Chairman Rini replied Mr. Sharp's was a public comment and he did not include it in his motion. Mr. Campbell asked why Chairman Rini did not include it in his motion.

Chairman Rini stated 20 years down the road if they feel the traffic flow is too much for them, who do they go back to. He sees their concerns and he has concerns with the total closure of the entrance by the Donut Connection. He feels there should be a right in at that entrance for the fire department to go zip in front of Peeble's instead of zig sagging through the parking lots; however that is, as Mr. Sharp stated, DelDOT's magical wisdom. Chairman Rini doesn't know that the City can get around it or if the developer can get around it. It's a DelDOT decision. He suggested Mr. Sharp go back to the fire department and ask them to make a formal request to DelDOT to reconsider that entrance for emergency right in before the developer gets to the point of developing or constructing that piece of property. He doesn't know how much pull the fire department has with DelDOT. Chairman Rini stated his motion was to adopt the resolution as is because the plans were submitted, they've met all the requirements, and while we don't totally like what DelDOT did but that's not the developers fault. They did what they were asked to do.

Mrs. McColley stated if there is a fire, Mr. Sharp has a valid point. She asked if there is any way to widen the service road that runs from Front Street and behind the shopping center. Chairman Rini stated he hates to put it back on the fire department but he thinks at this time they are the only ones that can. The City cannot override a DelDOT decision. They are the supreme commander in this. Our requirements include the DelDOT approval, and this is what DelDOT approved. Chairman Rini would like to see the fire department push as hard as possible for some kind of reconsideration from DelDOT.

Mr. Sharp raised his hand in the audience to speak again however Chairman Rini stated the public comments are closed.

Chairman Rini called for a poll of the commissioners. Motion carried with the following votes:

Mrs. McColley	Yes
Mr. Pilla	Yes
Mr. Lane	Yes
Mr. Campbell	Yes
Mr. Burk	Yes
Mr. Rini	Yes

At 7:44 pm Mr. Sharp announced he is done and resigned. Directing his comments in Chairman Rini's direction, he stated he never considers anything the fire company ever asks for, he doesn't need him, and he doesn't need the fire company's input, so he is done. He then exited the building.

Davis, Bowen & Friedel Inc on behalf of Siobain-VI, LLC: Project No 11-176
Preliminary Site Plan and Modification of a Conditional Use-Cascades
Airport Road
Tax Map MD-16-173.00-01-01.03 through -04.18; 19.15+/- Acres; R-3 Zoning
Adoption of Resolution PC11-022

Mr. Ring Lardner with Davis, Bowen & Friedel was present to represent on behalf of the the applicant. They are seeking a conditional use modification and preliminary site plan approval for phase I of II.

He then provided a history of the project explaining the project was originally approved in 2007 as a subdivision that included pod homes, meaning multiple single family homes on one lot. Upon that approval site work began to include electric, water, sewer and streets.

Currently the roads have been constructed up to base course and curbing. Storm drain infrastructure has been installed as has the stormwater management pond and the as-built has been accepted by Kent Conservation District. The sewer infrastructure has been installed and it is his understanding only the 10" main has been accepted by the City and is currently in use. The pump station has been installed and accepted by the City, and from his understanding the warranty period has expired. The water system has been installed yet not accepted by the City. The project has substantially begun although no homes have been built.

This will be a Delaware State Housing Authority project with a construction start date of May 2012.

Mr. Lardner explained what is being proposed as part of the conditional use modification is instead of 81 single family homes, there will be 16 buildings consisting of 142 dwelling units and a clubhouse including an after school care for the development residents.

Regarding the specifics of the site, Mr. Lardner explained the electric is to run behind all the buildings and all parking is in the rear and side of the buildings and none is located in front of the buildings. As part of the amended conditional use, a reduction in required parking is being sought. The proposal is for 248 spaces (1.75 spaces per unit) instead of the required 355 spaces (2.5 spaces per unit) for the dwelling units only. The clubhouse will have 16 parking spaces, bringing the total proposed parking spaces to 265.

The open space requirements are being met and noted their location on the plans as well as the proposed bus shelter and sidewalks on both sides of the streets. There will also be a connector sidewalk between this property and the one to the west. This is a very walkable community and in walking distance to local retail stores. He also noted all electric will run behind the buildings.

There is a 4' tall undulating berm along Airport Road to screen the development from traffic and it will be a very attractive method of landscaping along the roadway.

Mr. Lardner explained there will be an increase in traffic of 12%, which equates to 127 trips. According to DelDOT this is not considered substantial. The applicant is prepared to install a bypass lane on Airport Road in order to allow westbound traffic to pass on the right of traffic turning into the site.

This application will return to the Planning Commission for final site plan approval for Phase I and will require preliminary site plan and final site plan approval for Phase II. Upon return for final site plan approval for Phase II, the approval from Public Works, Fire Marshal and Conservation District will be submitted as well.

During the final review process, Mr. Lardner proposed a lot consolidation and re-subdivision into three lots. The intent is for the phase I to consist of 10.03 acres including buildings 1- 8 and the clubhouse. Phase II will consist of 8.91 acres to include buildings 10-16. Building 9 is the clubhouse.

Mr. James Haley with Haley-Donovan, the architects for the project, reviewed the layout of the different unit types, according to the plans provided. He also explained the clubhouse, which will house the after school care center to be administered by 4H Delaware, a tot lot facility, a warming kitchen, a leasing office, a full security system, a community garden, free wifi, etc.

Mr. David Holden with Ingerman Group explained this project is similar to Colony South, just north of Milford. There are state and federal funding sources being utilized, which puts the project on a time constraint to begin construction.

Mr. Norris asked Mr. Lardner to reiterate the acceleration/deceleration lane proposed on Airport Road, since it was not included in the packet. He understands this issue was raised prior to this meeting. Mr. Lardner explained it will not be an acceleration/deceleration lane, instead a bypass lane on the westbound lane. The bypass lane will allow traffic to pass cars turning into the development so that traffic is not backed up on Airport Road. The developer is proposing to install this bypass lane at the time of construction of phase I. It will require the widening of Airport Road in that one area but will be for the benefit of all. Because Airport Road is a City maintained road, the approval of the City Engineer will be obtained.

Mr. Campbell asked if the after school care is for Cascades residents only. Mr. Lardner stated it is.

Regarding the site specifications, Mr. Campbell asked if the parking will be adequate, since the proposal is for one parking space per bedroom. Mr. Lardner felt that the parking would be adequate. He also stated there will be security cameras installed throughout the site on each building and if possible, they are willing to have those linked to the Police Department. He also stated the clubhouse will be ADA compliant.

Mrs. McColley commended the presenters on their presentation and asked if there is a written agreement between the owners of Phase I and Phase II. She would not want to see a repeat of Milford Ponds.

Mr. Rini questioned what is full time personnel, referring to the sales office staff. Mr. Lardner explained the management and maintenance staff will work Monday through Friday from 9am until 5pm and one maintenance person will be on call.

Mr. Rini called for public comments.

Mr. Randy Marvel, 4 Archers Way, stated him and his wife ride down Bowman and Airport Roads multiple times a day and have seen the traffic increase. The sidewalks proposed are great as is the screening on Airport Road. He hopes to see sidewalks installed out to the Boys and Girls Club and recreational fields one day. He is concerned with the turn lanes and the increased traffic on Airport Road, since the unit count is going from 81 units to 142 units. Since this was approved originally, there has been an increase in traffic on Airport Road due to the construction of the Veterans Home, Boys and Girls Club, Hospice, parks and recreation fields, and the City offices relocated to the business park. The adjoining apartment complex, Milford Crossing, has a dedicated turn lane and he would like to see the same for this development or at least the bypass lane.

Hearing no further public comments, Mr. Rini closed the public hearing.

Mr. Rini made a motion to approve resolution PC11-022 with the amendment to the resolution that this be for preliminary site plan approval for Phase I and with the condition that a bypass lane on Airport Road be installed.

Mrs. McColley questioned the difference between a bypass lane and an acceleration/deceleration lane? Mr. Lardner explained this location would not be suitable for an acceleration/deceleration lane. The bypass lane would be 10' wide with another 5' wide shoulder which allows cars to pass around the travel lane, which is where the two to three cars are stopped to turn into Cascades.

Mr. Burk seconded the motion. Motion carried unanimously following a poll of the commission.

Mrs. McColley	Yes
Mr. Pilla	Yes
Mr. Lane	Yes
Mr. Campbell	Yes
Mr. Burk	Yes
Mr. Rini	Yes

Davis, Bowen & Friedel Inc on behalf of Silicato-Wood Partnership LLC: Project No 08-089
Preliminary Site Plan Extension #3-Comfort Inn
104 Silicato Parkway
Tax Map MD-16-174.15-01-01.03; 2.59+/- Acres; C-3 Zoning
Adoption of Resolution PC11-023

Mr. Tim Metzner with Davis, Bowen & Friedel was present on behalf of the owner. This is the third extension request and is because the owner is in negations with the purchaser of the Comfort Inn. Within the last month, the developer contacted the owner to ensure the project is still valid because the funding is still working to be secured. The developer, Dr. Awayes, owns another hotel in the area and is still interested in seeing this site developed. The applicant is seeking a one year extension in order to allow time for the developer to work with the banks.

Mr. Rini felt a third extension would be the limit. He asked if this will be the last extension. Mr. Metzner was unsure.

Mr. Norris questioned how long, in Mr. Metzner's opinion, it would take to get the outside agency approvals at this point in order to obtain final approval from the City. Mr. Metzner stated the entrance approvals are in hand, but maybe another six to seven month for the remaining approvals.

Mrs. McColley stated the code does not have a limit on the number of extensions that can be approved. Mr. Rini replied she is correct, but he is referring to his past experience with extension requests and knows the commission and council begin to get concerned at three.

A motion to approve resolution PC11-023 by Mr. Pilla was seconded by Mr. Campbell. Motion carried unanimously following a poll of the commission.

Mrs. McColley	Yes
Mr. Pilla	Yes
Mr. Lane	Yes
Mr. Campbell	Yes
Mr. Burk	Yes
Mr. Rini	Yes

City Planner Monthly Report

Mr. Norris stated his intention is to have a training session sometime in the first quarter of 2012 for the commission. More news to follow.

With no further business, a motion to adjourn by Mr. Campbell was seconded by Mr. Pilla. The meeting adjourned at 8:53 pm.

Respectfully submitted,

Christine Crouch

Christine R. Crouch
Department Administrative Assistant/Recording Secretary

MILFORD CITY COUNCIL
MINUTES OF MEETING
January 23, 2012

The Milford City Council held a Public Hearing on Monday, January 23, 2012 in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware to hear the application of:

Davis, Bowen and Friedel, Incorporated on behalf of Siobain-VI, LLC
Modification of an Existing Conditional Use to Allow a Planned Unit Development
Tax Parcel(s) MD 16-173.00-01 -04.03; -04.04; -04.05; -04.06; -04.07;
-04.08; -04.09; -04.10; -04.11; -04.12; -04.13; -04.14; -04.15; -04.16; -04.17; -04.18

PRESIDING: Honorable Mayor Joseph Ronnie Rogers

IN ATTENDANCE: Councilpersons Steve Johnson, Garrett Grier III, S. Allen Pikus, Dirk Gleysteen, Owen Brooks, Jr., Doug Morrow, Sr., James Starling, Sr. and Katrina Wilson

City Manager Richard Carmean, Police Chief E. Keith Hudson and City Clerk/Recorder Terri Hudson

City Solicitor David Rutt, Esquire

Mayor Rogers called the Public Hearing to order at 7:02 p.m.

Mr. Norris discussed the application that will amend the original application for the Cascades Subdivision. He explained the original plan for condo pods was revised to include apartment buildings comprised of 1-2-3 bedroom units. The planning commission reviewed the revision in relation to a conditional use. By a vote of 6-0, they recommended approval. There was discussion on the resolution with a recommendation to include a bypass lane at the ingress/egress off Airport Road. He noted the planning commission also reviewed the preliminary site plan at that time.

Ring Lardner with Davis, Bowen & Friedel presented the application on behalf of the applicant. Mr. Lardner presented a drawing of the existing Cascade subdivision as improved and partially constructed. The infrastructure has been installed which includes the base paving for the roadways, stormwater management, curb and gutter. The sewer installation has been completed to include a 12-inch trunk main leading to the pump station that was built and accepted by the City of Milford. The stormwater management pond was installed and the as-built accepted by Kent Conservation District. The storm drain network was completely installed throughout the site along with the potable water system.

Their intent is to use approximately 90% of the infrastructure with the proposed plan. Mr. Lardner stated the majority of roads will remain unchanged with the exception of one area which will include a cul-de-sac versus the alternate turnaround. The largest building will contain ten units.

The request is to increase the number of units from 81 to 142. Under the PUD, 191 units are permitted. Therefore, the development is utilizing the site without maximizing the allowed density.

Mr. Lardner said the applicant is also requesting decreases in the front yard setback from 12-feet to 10-feet and side yard setback from 80 feet to 10 feet. If approved, the complete site would have 10-foot setbacks (including the rear setback). This allows the buildings to be closer to the road in order to provide a more traditional neighborhood design.

The plan is designed for all parking lots to be located in the rear and sides of the buildings. Only the front of the apartment units and clubhouse will be visible from the street with no on-street parking.

The last request is for a reduction in parking from 2.5 spaces to 1.75 spaces per unit. The calculation is based on one parking space per bedroom. (One bedroom-one space; two bedrooms-two spaces; three bedrooms-three spaces.) The clubhouse will have an additional 16 spaces which can also be used for overflow parking.

Mr. Lardner reported that in reviewing similar apartment complexes, he has found their parking lots are typically less

than half full even at peak times. As a result, they feel the number they are requesting should not cause a parking issue within the site.

Mr. Brooks asked for Mr. Norris' opinion; Mr. Norris said he agrees that the parking they are proposing will be sufficient based on the number of bedrooms.

When asked to clarify the roadway situation, Mr. Lardner advised that the traffic on Airport Road has significantly increased since the project was initially approved in 2005. At that time, there were no road improvements required.

He agrees that some improvements are needed today. He explained it can be done as a bypass lane or a protected left. They informed the planning commission they would build a bypass lane for future build-out conditions which prevent a dedicated turn lane.

Mr. Lardner advised that he lives in the area and does not see any more than two vehicles in any of the protected left turn lanes. Therefore, the bypass lane is warranted.

He noted that if this were a state-maintained road, the bypass lane would be acceptable to DelDOT.

He assured council it will be designed as part of the Phase I preliminary site plan though built to accommodate the entire 142 unit project they are requesting as part of the conditional use.

Mr. Brooks confirmed the lane will be ten-feet wide. Mr. Lardner advised that Airport Road along the property frontage consists of two eleven foot wide travel lanes with no shoulder on the south side and a four-foot shoulder on the north side. They plan to expand the shoulder on the north side by about six feet or more to create a bypass lane. The bypass lane would allow westbound traffic to go around a vehicle that may be making a left turn into Cascades. The bypass lane would be located where the existing ditch is on the north side of Airport Road and would be filled in. A pipe would be used to convey the stormwater and sized in relation to the existing ditch and current drainage.

Mr. Carmean asked if that would infringe on the surrounding property; Mr. Lardner advised everything would shift to the right onto the Roosa right of way.

Mr. Lardner then confirmed their sidewalks along Airport Road will tie into the sidewalk at Milford Commons and will end at the Dushuttle property line. He noted there are sidewalks on both sides of the internal streets and sidewalks connecting the buildings to the internal sidewalk system.

A clubhouse will be built and a playground and aftercare program operated by the 4-H Clubs. The open space requirements are met as noted on the plans. All electric will run behind the buildings. A four-foot undulating berm along Airport Road will screen the development from traffic.

Mr. Carmean confirmed the apartments will be rentals and asked the cost of the rentals.

David Holden, Development Principal of Ingerman Group Property Manager, recalled his meeting with council in March of 2010 and March of 2011. Initially, they were not funded through Delaware State Housing Authority though it was approved in 2011. The allocation included both state and federal funding for the project.

He advised that The Ingerman Group operates mainly in Delaware, Maryland, Pennsylvania and New Jersey and has developed 65 similar projects. They own and operate each development. Five years ago, they developed Colony South in Milford.

Mr. Holder reported the property was in foreclosure through M&T Bank. He explained that one of the few ways to finance real estate developments now is through the Delaware State Housing Authority program as well as similar entities.

Mr. Holden advised the units are affordable to families and seniors at 50-60% of median income. Units include one, two and three bedroom flats and townhouses. The on-site property management and maintenance will be housed at the

clubhouse and available during business hours 9 a.m. to 5 p.m. with 24-hour backup. The 4-H Club will be operating an after school program for children with various activities planned both indoor and outdoor.

One bedrooms units will rent from $450 to $495; two bedrooms will rent from $550 to $605; three bedrooms will rent from $625 to $670. He stated the rent and unit mix were based on a market analysis for this area adding there is a high demand for one bedroom units.

Mr. Gleysteen referenced the June 2005 council minutes that state that Lacrosse Homes would make a donation to the City of Milford to assist in the development of the lacrosse/soccer fields off Airport Road. He asked if that was done; it was confirmed the donation was made.

Mr. Carmean then asked if the rentals are subsidized; Mr. Holden advised there is no subsidy and the numbers he provided are the actual rental costs.

Mr. Brooks asked if all the items in the original plans in 2005 remain including the community mail center and bus shelter for school children. Mr. Holden stated yes and asked what other items Mr. Brooks was referring to. Mr. Holden reiterated the donation was made to the city for recreational fields and emphasized that their plan includes internal playing fields for the children.

Mr. Lardner clarified that most of what was originally proposed remains though it is not the same site plan. He reiterated the bus shelter and community mail center are part of the plan. The donation has been made to Milford Parks and Recreation for the field as was promised.

He noted they also meet the open space per unit requirement as well.

Project Architect James Haley of Haley-Donovan reviewed the layout of the different unit types through a number of renderings included in the packet. He advised there are eight residential buildings throughout the site with separate entrances at each unit. One of the goals in the design was to have a front porch community with front doors and porch entrances facing the existing streets. The proposed setbacks are ideal for a pedestrian friendly community. It will also accommodate handicapped accessibility for all apartments with slopped walkways.

Mr. Haley also presented images of local projects they have completed with similar programs. There are 76 apartments in Phase I consisting of 36 one-bedroom, 22 two-bedrooms and 18 three-bedroom units. He emphasized the buildings are energy star compliant. Mr. Haley said that Cascades will be constructed to exceed energy star applicable certification requirements.

Overall, they are included a number of green, sustainable initiatives. They are reusing the existing road system and drought-tolerant landscaping has been implemented in the plan. They are using all energy star components with recycled content materials and low VOC materials.

Mr. Gleysteen asked if the project will be graded by the US Green Building Council. Mr. Haley stated no even though it would qualify for certification as was done on many of their other projects where they have obtained as high as a platinum level. He said they typically do not go after US Green Building Council certification only because of the cost and the paperwork involved. He feels that the additional work does not necessarily lead to a better project. A lot of times they apply to Enterprise Green Communities which is a similar program.

When asked if this project qualifies as Section 8 housing, Mr. Holden stated that anyone with a Section 8 certificate is eligible to apply though they are required to be screened as anyone else. Credit checks, references and criminal checks apply to everyone regardless of the section 8 status.

The city manager asked the type of heating; Mr. Haley advised all electric.

City Planner Norris verified the bypass lane will be installed as part of Phase I and before approval is granted for Phase II; Mr. Lardner stated yes.

When Mr. Brooks asked how many total parking spaces are planned, Mr. Lardner stated there will be 265 parking spaces for the 142 units and clubhouse.

It was confirmed the maximum number of units per building is ten.

Ms. Wilson stated she is pleased the developer has returned to see the project completed. She is very pleased with the sidewalk system inside as well as along Airport Road as is Mr. Brooks.

Ms. Wilson moved for approval of the Modification to the Conditional Use which increases the number of units to 142, parking space reduction from 2.5 to 1.75 spaces, decreases the front and side yard setbacks to 10-feet and allows a 10-foot setback around the entire project and that a bypass lane be installed and completed before Phase II is approved, seconded by Mr. Starling.

Mr. Johnson votes yes though his concern is the reduced parking. In his opinion, there is never enough parking in multi-unit housing complexes. However, he is pleased there is more affordable housing coming to Milford.

Mr. Grier said this appears to be a good project particularly in terms of the landscaping, sidewalks and design of the parking lots and their location in the rear of the buildings. He is also happy with the affordable housing which he agrees there is a demand for and votes yes.

Mr. Pikus votes yes noting that the changes and in particular that the bypass lane is greatly needed on Airport Road and is a safety factor for the many people who travel on that road, including residents and local employees. He said this is a plus for Milford and is glad they returned to complete this project.

Mr. Gleysteen said his reservation is also the number of parking spaces. But based upon the recommendation of City Planner Norris who indicated it will work, he will agree and vote yes.

Mr. Brooks votes yes and is pleased with the sidewalk system inside the project and along Airport Road. He has some hesitation with the reduced parking and does not want this to set a precedence for future projects. However, the city planner said it will work so he votes yes.

Mr. Morrow votes yes for the same reasons stated by his colleagues.

Mr. Starling votes yes noting it appears to be a good project. Affordable housing is needed in Milford and the prices are reasonable. He believes the number of parking spaces will work out.

Ms. Wilson votes yes stating she knows several people that live in Colony South which is a quiet, quaint neighborhood and well maintained. She feels that if this group can make Capital Green look good, she is impressed because she remembers the conditions in that community years ago. She agrees we need affordable housing and believes this will make council look more realistic because they recognize that need.

Mayor Rogers agrees with council there is a need for affordable housing particularly at this time. He wished the developer the best with this project.

With no further business, Mayor Rogers adjourned the Public Hearing at 7:48 p.m.

Respectfully submitted,

Terri K. Hudson

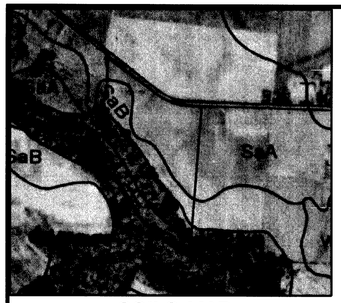
Terri K. Hudson, CMC
City Clerk/Recorder

212260

CASCADES

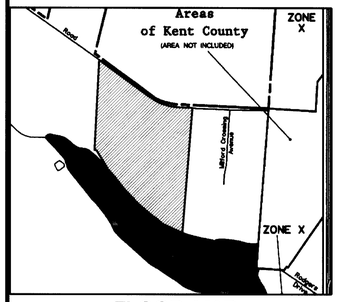
A PLANNED UNIT RESIDENTIAL DEVELOPMENT
SITE PLAN SET

DBF # 2221A001



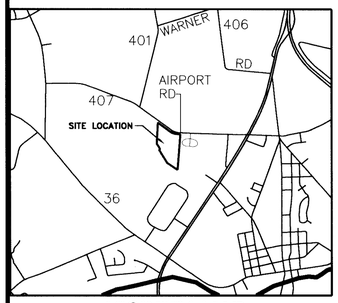
SOILS MAP
SCALE: 1" = 600'

SoA – SASSAFRAS SANDY LOAM, 0 TO 2 % SLOPES
SoB – SASSAFRAS SANDY LOAM, 2 TO 5% SLOPES
Wo – WOODSTOWN SANDY LOAM
Jo – JOHNSTON SILT LOAM

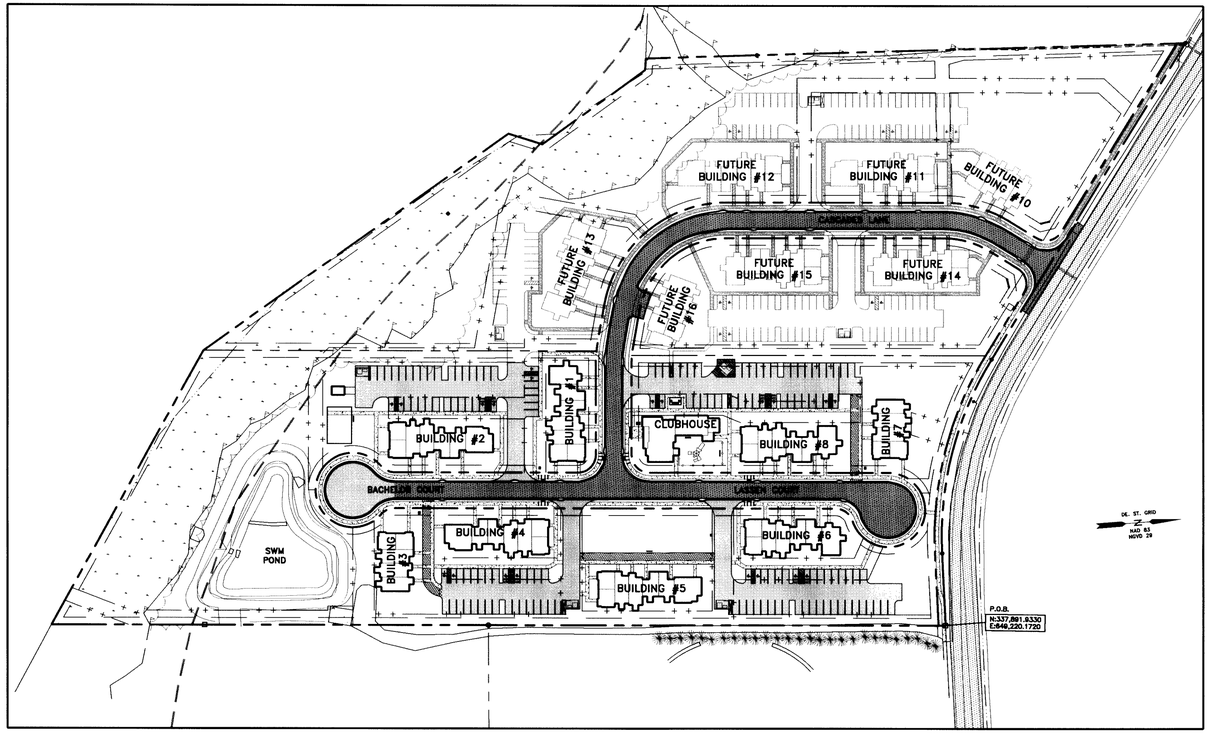


FLOOD MAP
SCALE: 1" = 600'

FLOOD PLAIN: THE PROPERTY LIES WITHIN ZONE A (NO BASE FLOOD ELEVATION DETERMINED) AS DETERMINED BY FLOOD MAP NO. FIRM 10005C0037H DATED MAY 5, 2003.



VICINITY MAP
SCALE: 1" = 2500'



SITE PLAN
SCALE: 1" = 100'

DATA COLUMN

PARCEL NUMBER: _____

RECORD OWNER: SIOBAIN-VI, L.L.C.
1100 N. MARKET ST.
WILMINGTON, DE 19890
(302) 651-8070

EQUITABLE OWNER: CASCADES, LLC
725 CUTHBERT BLVD.
CHERRY HILL, NJ 08002
PHONE: (302) 661-1560
FAX: (302) 661-1570

DEVELOPER: MBI DEVELOPMENT COMPANY, INC.
725 CUTHBERT BLVD.
CHERRY HILL, NJ 08002
PHONE: (302) 661-1560
FAX: (302) 661-1570

PREPARED BY: DAVIS, BOWEN, AND FRIEDEL, INC.
23 NORTH WALNUT STREET
MILFORD, DE 19963
(302) 424-1441

DATUM:
VERT. NGVD 29
HORZ. NAD 83 (STATE PLANE)

CURRENT ZONING: R-3 (HIGH DENSITY RESIDENTIAL DISTRICT)
CURRENT USE: PLANNED UNIT RESIDENTIAL DEVELOPMENT

CODE REQUIREMENTS:
BUILDING COVERAGE REQUIRED: 20% MAX.
BUILDING SEPARATION DISTANCE: 25 FEET (MIN.)
MINIMUM LOT WIDTH: 50 FEET
MINIMUM LOT SIZE: 1 ACRE OR 2,500 SQ. FT. PER UNIT
MINIMUM OPEN SPACE: 400 SQ. FT. PER UNIT
MINIMUM RECREATIONAL SPACE: 50%

PROPOSED CONDITIONS
PROPOSED DWELLING UNITS: 76
BUILDING COVERAGE – 10%
SETBACKS:
FRONT YARD – 10' MIN.
SIDE YARD – 10' MIN.
REAR YARD – 10' MIN.
HEIGHT – 25' MAX. OR 2 STORIES
DENSITY – 7.5 DWELLING UNITS PER ACRE

PARCEL 1:

BUILDINGS:	1.06 AC.
IMPERVIOUS AREA:	1.88 AC.
RECREATIONAL AREA:	0.37 AC.
OTHER GRASS AREA:	3.48 AC.
STORMWATER MANAGEMENT:	0.72 AC.
WETLANDS:	1.19 AC.

RECEIVED FOR RECORD
MAR A.D. 2012
TIME 2:15 PM
Betty Lou McKenna
RECORDER

PLOT BOOK 115 PAGE 35
SIZE 36x24

OWNERS STATEMENT

WE, SIOBAIN-VI LLC, HEREBY STATE THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED ON THIS PLAN, THAT THE PLAN WAS MADE AT OUR DIRECTION AND DESIRE THE PLAN TO BE DEVELOPED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

DATE: 4/26/12 SIGNATURE _____

GLENN NUNEMAKER, ANTHONY DIMARCO, VP
SIOBAIN-VI LLC
1100 N. MARKET ST.
WILMINGTON, DE 19890

EQUITABLE OWNERS STATEMENT

WE, CASCADES, LLC, HEREBY STATE THAT WE ARE THE EQUITABLE OWNERS OF THE PROPERTY DESCRIBED ON THIS PLAN, THAT THE PLAN WAS MADE AT OUR DIRECTION AND DESIRE THE PLAN TO BE DEVELOPED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

DATE: 4/25/12 SIGNATURE _____

DAVID HOLDEN, MANAGING MEMBER
CASCADES, LLC
725 CUTHBERT BOULEVARD
CHERRY HILL, NJ 08002

WETLANDS STATEMENT

Environmental Resources, Inc. (ERI) completed an initial wetland delineation for the Cascades of Milford Subdivision, on the south side of Airport Road, in 2005. Background information indicated that wetlands may be present along the south side of the parcel. ERI inspected this site in Milford, Kent County, Delaware, for the presence of jurisdictional waters, including nontidal wetlands, according to the Corps of Engineers Wetlands Delineation Manual (1987), associated guidance in affect at that time and best professional judgment. This subdivision was designed and approved relying upon this wetland delineation.

Since that approval, most of the uplands had been regraded and/or filled and infrastructure was installed. On December 5, 2011, ERI reviewed this wetland boundary onsite in light of proposed redevelopment of the subdivision based around the existing infrastructure. There is an unofficial, variable width, wooded, upland buffer to the delineated wetlands that will remain part of the proposed plan. Approximately one third of the previous wetland boundary points were relocated inside the tree line; this is in agreement with existing plans. The wetland boundary was reviewed according to the Corps of Engineers Wetlands Delineation Manual (1987), the Atlantic and Gulf Coastal Plain Supplement (2010), associated guidance in affect at that time and best professional judgment. As a result of changes in plant community (FACU), soils, and elevation the wetland delineation was reconfirmed. Wetland flags that had been placed by ERI, surveyed and added to the plans by Davis, Bowen & Friedel, Inc. (DBF) are similar in extent to available National Wetland Inventory mapping. As of this date no jurisdictional determination verification has been requested from Corps of Engineers.

DATE: 4/24/2012 SIGNATURE _____

Thomas D. Noble
Professional Wetland Scientist: 000389
Certified Wetland Delineator through the Corps of Engineers
#WDCP93MD0310001A

ENGINEERS STATEMENT

I RING W. LARDNER, P.E., HEREBY STATE 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: 4/24/2012 SEAL SIGNATURE: _____

CITY ENGINEER APPROVAL

APPROVED FOR CONSTRUCTION
CITY OF MILFORD

By: _____

Date: 5-11-12

CITY PLANNER APPROVAL

CITY OF MILFORD APPROVED PLANNING

SHEET INDEX

SITE PLAN TITLE SHEET	C-1
SITE PLAN KEY SHEET / PHASING PLAN	C-2
SITE PLAN	C-3 TO C-5

STORMWATER IMPERVIOUS CALCULATION

ITEM	AREA (AC.)
BUILDING	1.06
IMPERVIOUS	1.88
POND	0.72
INTERNAL R.O.W.	2.19
AIRPORT ROAD	0.30
PHASE 1 TOTAL	6.15
RESIDUAL IMPERVIOUS AREA FOR FUTURE USE	9.28 – 6.15 = 3.13

CLUBHOUSE PARKING SPACE CALCULATION

LAUNDRY ROOM	252 SQ. FT.	1 SPACE
COMMUNITY ROOM	1200 SQ. FT.	8 SPACES
LEASING ROOM		1 SPACE
SOCIAL SERVICES ROOM		1 SPACE
MAINTENANCE OFFICE		1 SPACE
AFTER SCHOOL DAYCARE		3 SPACES
SICK ROOM		1 SPACE
TOTAL PARKING SPACES		16 SPACES

PARKING SPACE CALCULATION

1 BEDROOM UNITS	x	36	=	36 SPACES
2 BEDROOM UNITS	x	22	=	44 SPACES
3 BEDROOM UNITS	x	18	=	54 SPACES
CLUBHOUSE			=	16 SPACES
TOTAL PARKING SPACES REQUIRED				150 SPACES
TOTAL PARKING SPACES PROVIDED				150 SPACES

MINIMUM RECREATIONAL SPACE CALCULATION

MINIMUM OPEN SPACE	x	50%	=	MINIMUM RECREATIONAL SPACE
0.70 AC.	x	50%	=	0.35 AC.

MINIMUM LOT SIZE CALCULATION

PROPOSED DWELLING UNIT	x	LOT SIZE	=	MINIMUM LOT SIZE
76	x	2,500 SQ. FT. PER UNIT	=	190,000 SQ. FT. (4.36 AC.)

MINIMUM OPEN SPACE CALCULATION

PROPOSED DWELLING UNIT	x	OPEN SPACE REQUIREMENT	=	MINIMUM OPEN SPACE
76	x	400 SQ. FT. PER UNIT	=	30,400 SQ. FT. (0.70 AC.)

DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS, ENGINEERS & SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441

SITE PLAN TITLE SHEET

CASCADES - PHASE I (PARCEL 1)
AIRPORT ROAD, CITY OF MILFORD
KENT COUNTY, MILFORD HUNDRED, DELAWARE

REVISED:
12-30-11 FIRE MARSHAL
1-12-12 ACCESSIBILITY BOARD/INTERNAL COMMENTS
1-13-12 KCD
1-23-12 CITY OF MILFORD
1-30-12 PER KCD/INTERNAL COMMENTS
2-23-12 DNREC
2-29-12 EASEMENT ADJUSTMENTS
3-16-12 INTERNAL COMMENTS
3-23-12 ISSUE FOR BID

Date: DECEMBER 2011
Scale: AS NOTED
Dwn.By: RWL
Proj.No.: 2221A001
Dwg.No.: C-1

THIS DRAWING, THE DESIGN AND CONSTRUCTION FEATURES DISCLOSED ARE PROPRIETARY TO DAVIS, BOWEN & FRIEDEL, INC., AND SHALL NOT BE ALTERED OR REUSED WITHOUT WRITTEN PERMISSION. COPYRIGHT © 2011

KCI TECHNOLOGIES

ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1352 Marrows Road, Suite 100 • Newark, DE 19711 • Phone 302-731-9176 • Fax 302-731-7807

June 07, 2023

City of Milford
201 South Walnut Street
Milford, Delaware 19963

Attention: Rob Pierce

Subject: **Cascades Phase 2 – Preliminary and Record Plan**
KCI Job No. 131803632 – Task 46

Dear Mr. Pierce:

As requested, KCI Technologies reviewed the Preliminary and Record Plans for Cascades Phase 2 per the City of Milford's Standard Specifications, codes, and general engineering best practices. These plans were submitted by Merestone Consultants, Inc. and are dated June 7, 2021. Plans last revision is dated May 18, 2023.

We offer the following comments for your consideration. Plans can be submitted as Final for the next submission.

1. Revise the following information listed in the Plan Data on the Cover sheet:
    a. The current Deed Reference are listed as DB 2658, PG 262. This does not match the information on the Kent County GIS website. Verify and revise accordingly. Comment Remains – Although the deed reference information has been updated the information is still not matching the Kent County GIS website. Revise the information accordingly. **Addressed.**
2. Currently, the General Notes do not match the required City of Milford's Subdivision Notes. Revise the Title Sheet accordingly to correctly list all general notes. Addressed with Comment – Add General Note 33 from the City of Milford General Notes and revise the plan accordingly. **Addressed.**
3. Show all proposed and existing underground utilities (Water, Sanitary Sewer, and Storm Drain). Also ensure that all structures (cleanouts, valves, manholes, water meters, etc.) are shown. It appears that the Cascade Lane text is hiding existing utility linework and should be revised as necessary to make the linework clearly visible. Additionally, specific comments on the water and sewer services, cleanouts, and meters may be necessary during the final construction plan review. Comment Remains – Indicate water service

sizes, water meter sizes, show fire lines to the building, label all sanitary sewer service sizes to the building, and revise the plans accordingly. **Addressed.**

4. Currently, the Construction plan does not show the location of ADA ramps. Revise the plans to show the location of all the ADA ramps including at the entrance on Airport Road and within the proposed site. Comment remains – Provide ADA ramps adjacent to handicap parking and revise the plans accordingly. **Addressed with Comment – Show Detectable Warning Surfaces for the ADA ramps and revise the plans accordingly.**
5. Dimension all typical lengths and widths of the proposed parking spaces (handicap and van accessible as well). Addressed with Comment – Fix text overlap so the dimensions are legible. **Addressed.**
6. Show all proposed signage and striping. Addressed with Comment – All proposed crosswalks should be shown as black. **Addressed.**
7. Show the location of all fire hydrants (existing and proposed) on the Construction Improvement Plan. If there are any existing fire hydrants make sure to show them on the existing conditions plan as well. Comment Remains – The City recommends contacting the SFMO during the preliminary review to determine if fire hydrants will be required and show proposed fire hydrants on the plans. **Addressed.**
8. Proposed drainage inlets are not being shown on the Construction Improvement Plan. Verify how the parking lot areas are going to drained. Addressed with Comment – Provide spot grades for final submission so the flow can be verified. **Addressed.**
9. Currently, the Preliminary Construction Improvement Plan is not showing the location of dumpster pads. Show the location of all dumpster pads on the plan. We recommend adding dumpster pads throughout the site for the convenience of all tenants. Addressed with Comment – Provide a detail for dumpster screening. **Addressed.**
10. Show the 15’ off-street parking setback and ensure all parking lots meet this requirement along Airport Road and Cascade Lane. Addressed with Comment – Provide dimensions for parking setbacks on the plans. **Addressed.**
11. Provide a shared use path along the entire frontage of Phase II along Airport Road instead of sidewalk. Also show a crosswalk at the entrance of Airport Road and Cascade Lane. Addressed with Comment – Label and dimension the shared use path. **Addressed.**
12. Final site plan will require a lighting plan for the parking lots to ensure they are properly luminated. **Comment Noted.**
13. Show the 25’ wetland buffer line. Comment Remains - Per Chapter 230-45.2, “No buildings, structures, impervious surface, fill, obstructions to drainage, or land disturbance shall be situated nearer than 25 feet to a delineated wetland area. The placement of fill, regrading, or other obstructions to surface sheet flow, or the clearing or removal of natural vegetation within this setback area, shall be prohibited. Notwithstanding all of the foregoing, limited cuts into the surface area of this twenty-five-foot setback area in conjunction with the placement of outfall stabilization facilities therein (such as stone rip-rap, turf stabilization, or other geosynthetic materials) may be permitted for the purpose of stabilizing and/or installing stormwater management outfalls, thus providing for a non-erosive flow condition at the outfall, provided that such

encroachments into the twenty-five-foot setback area shall be limited to a maximum distance into the wetland buffer of 15 feet measured from the twenty-five-foot wetland buffer line, and shall be limited to a maximum width of 20 feet." The proposed stormwater management area adjacent to Building C appears to impact the wetland buffer more than what is permitted under the zoning code. **Comment Noted.**

14. Will the developer be providing fire lines to each building? If so, show these on the preliminary utility plan. Comment Remains – Buildings D, E, F, H, and I do not appear to meet the building code definition of a townhouse and should be sprinklered. The city recommends contacting the SFMO during the preliminary review to determine if automatic fire sprinklers will be required. **Comment Noted.**
15. Currently the sheet index does not list the correct sheet numbers. Verify the sheet numbers and revise the sheet index accordingly. **Addressed.**
16. Currently, the number of parking spaces given in the plan data column is 165. However, the number of parking spaces shown on the plan is only 163. Verify the number of parking and revise the information accordingly. **Addressed.**
17. Based on City of Milford's checklist, provide general notes for the Preliminary record plan. **Addressed.**
18. Provide bearing and distances for the Preliminary Construction Improvement Plan and revise the plan accordingly. **Addressed.**
19. **Provide grading plans and verify how grading for building A and C would work with regards to the proximity of the wetland buffer.**
20. **Currently, the sanitary sewer line from building C to building A is shown under the sidewalk. City of Milford prefers the sanitary sewer line to be in the roadway. Revise the plans so the sanitary sewer line is showing in the roadway.**
21. **Clarify how the proposed 12" sanitary sewer and 8" water in the east of the site is connected to existing infrastructure.**
22. **Provide directional arrow for sanitary sewer and storm sewer lines.**
23. **Provide utility profiles with the final submission so the vertical clearances can be verified.**
24. Submit the following for final approval:
    a. Kent Conservation District Approval for the Stormwater and Erosion & Sediment Control Plans. **Comment Remains.**
    b. Fire Marshal Approval. **Addressed.**
    c. DelDOT Approval. **Comment Removed.**

If you have any questions or comments regarding this letter, please do not hesitate to contact us.

Sincerely,

Ardalan Faghri,
Project Designer

Thomas K. Fruehstorfer
Senior Project Manager

MERESTONE
Consultants, Inc.

Civil Engineers - Land Surveyors - Site Planners

May 30, 2023

Rob Pierce
City of Milford
Planning & Zoning Department
201 South Walnut Street
Milford, DE 19963

Re: Cascades Phase 2 – Preliminary Site Plan Review
Tax Parcel #5-16-173.00-01-04.04 & 04.05

Dear Mr. Pierce:

Enclosed for your review and approval of the above referenced project, please find the following plans and documents,

1. This Cover Letter
2. Preliminary Plan (Electronic PDF sent via email)
3. Fire Marshal Approval Letter

As per KCI Technologies Preliminary and Record Plan review letter dated September 2, 2022, the following items have been addressed.

1. Revise the following information listed in the Plan Data on the Cover sheet:
   a. The current Deed Reference are listed as DB 2658, PG 262. This does not match the information on the Kent County GIS website. Verify and revise accordingly.
   Comment Remains – Although the deed reference information has been updated the information is still not matching the Kent County GIS website. Revise the information accordingly.
   Deed Record was updated to current Will Record as indicated on the Kent County GIS website.

   b. Addressed.
   c. Removed.
   d. Addressed.
   e. Addressed.
   f. Addressed.

2. Currently, the General Notes do not match the required City of Milford's Subdivision Notes. Revise the Title Sheet accordingly to correctly list all general notes. Addressed with Comment – Add General Note 33 from the City of Milford General Notes and revise the plan accordingly.

   General note 33 added as requested.

3. Addressed.
4. Noted.
5. Addressed.
6. Addressed.
7. Addressed.
8. Addressed.

9. Addressed.
10. Addressed.
11. Addressed.
12. Addressed.
13. Addressed.
14. Addressed.
15. Addressed.
16. Show all proposed and existing underground utilities (Water, Sanitary Sewer, and Storm Drain). Also ensure that all structures (cleanouts, valves, manholes, water meters, etc.) are shown. It appears that the Cascade Lane text is hiding existing utility linework and comments on the water and sewer services, cleanouts, and meters may be necessary during the final construction plan review. Comment Remains – Indicate water service sizes, water meter sizes, show fire lines to the building, label all sanitary sewer service sizes to the building, and revise the plans accordingly.
    Water service, meter, fire and sanitary sewer service sizes have been shown as requested.
17. Currently, the Construction plan does not show the location of ADA ramps. Revise the plans to show the location of all the ADA ramps including at the entrance on Airport Road and within the proposed site. Comment remains – Provide ADA ramps adjacent to handicap parking and revise the plans accordingly.
    ADA ramps have been provided as requested.
18. Addressed.
19. Dimension all typical lengths and widths of the proposed parking spaces (handicap and van accessible as well). Addressed with Comment – Fix text overlap so the dimensions are legible.
    Text overlap corrected as requested.
20. Show all proposed signage and striping. Addressed with Comment – All proposed crosswalks should be shown as black.
    Crosswalks have been shown as black as requested.
21. Show the location of all fire hydrants (existing and proposed) on the Construction Improvement Plan. If there are any existing fire hydrants make sure to show them on the existing conditions plan as well. Comment Remains – The City recommends contacting the SFMO during the preliminary review to determine if fire hydrants will be required and show proposed fire hydrants on the plans.
    Plans have been approved by the Fire Marshal. Approval is included with this submission.
22. Addressed.
23. Addressed.
24. Proposed drainage inlets are not being shown on the Construction Improvement Plan. Verify how the parking lot areas are going to drained. Addressed with Comment – Provide spot grades for final submission so the flow can be verified.
    Spot grades have been provided as requested.

25. Currently, the Preliminary Construction Improvement Plan is not showing the location of dumpster pads. Show the location of all dumpster pads on the plan. We recommend adding dumpster pads throughout the site for the convenience of all tenants. Addressed with Comment – Provide a detail for dumpster screening.
    A dumpster screening detail has been added as requested.

26. Addressed.

27. Addressed.

28. Show the 15' off-street parking setback and ensure all parking lots meet this requirement along Airport Road and Cascade Lane. Addressed with Comment – Provide dimensions for parking setbacks on the plans.
    Parking setback dimensions have been added as requested.

29. Addressed.

30. Addressed.

31. Provide a shared use path along the entire frontage of Phase II along Airport Road instead of sidewalk. Also show a crosswalk at the entrance of Airport Road and Cascade Lane. Addressed with Comment – Label and dimension the shared use path.
    Shared use path labeled and dimensioned as requested.

32. Noted.

33. Addressed.

34. Show the 25' wetland buffer line. Comment Remains - Per Chapter 230-45.2, "No buildings, structures, impervious surface, fill, obstructions to drainage, or land disturbance shall be situated nearer than 25 feet to a delineated wetland area. The placement of fill, regrading, or other obstructions to surface sheet flow, or the clearing or removal of natural vegetation within this setback area, shall be prohibited. Notwithstanding all of the foregoing, limited cuts into the surface area of this twenty-five-foot setback area in conjunction with the placement of outfall stabilization facilities therein (such as stone rip-rap, turf stabilization, or other geosynthetic materials) may be permitted for the purpose of stabilizing and/or installing stormwater management outfalls, thus providing for a non-erosive flow condition at the outfall, provided that such encroachments into the twenty-five-foot setback area shall be limited to a maximum distance into the wetland buffer of 15 feet measured from the twenty-five-foot wetland buffer line, and shall be limited to a maximum width of 20 feet." The proposed stormwater management area adjacent to Building C appears to impact the wetland buffer more than what is permitted under the zoning code.
    The proposed SWM pond has been eliminated from the project. The project will use the existing Wet Pond located on Parcel 1.

35. Addressed.

36. Will the developer be providing fire lines to each building? If so, show these on the preliminary utility plan. Comment Remains – Buildings D, E, F, H, and I do not appear to meet the building code definition of a townhouse and should be sprinklered. The city recommends contacting the SFMO during the preliminary review to determine if automatic fire sprinklers will be required.
    Plans have been approved by the Fire Marshal. Approval is included with this submission.

37. Currently the sheet index does not list the correct sheet numbers. Verify the sheet numbers and revise the sheet index accordingly.
    The sheet numbers and sheet index has been verified and revised as requested.

38. Currently, the number of parking spaces given in the plan data column is 165. However, the number of parking spaces shown on the plan is only 163. Verify the number of parking and revise the information accordingly.
    The parking count has been corrected to 165.

39. Based on City of Milford's checklist, provide general notes for the Preliminary record plan.
    The preliminary plan notes have been added as requested.

40. Provide bearing and distances for the Preliminary Construction Improvement Plan and revise the plan accordingly.
    Bearings and distances have been added as requested.

41. Submit the following for final approval:
    a. Kent Conservation District Approval for the Stormwater and Erosion & Sediment Control Plans. Comment Remains. **Plans are currently being reviewed by Kent Conservation District.**
    b. Fire Marshal Approval. Comment Remains. **Fire Marshal Approval is included with this submittal.**
    c. DelDOT Approval. Comment Remains. **Airport Road and Cascade Lane are not maintained by DelDOT and do not require their approval.**

I trust this submission is in order and may be reviewed accordingly. Please place this project on the soonest available Planning Commission agenda for Preliminary Site Plan approval and contact me if you have any questions or require additional information. Thank you for your time and consideration regarding this project.

Sincerely,
Merestone Consultants, Inc.

Donald Eschenbrenner
(Project Manager)

Cc: Amrut Patel, File

KCI TECHNOLOGIES

ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1352 Marrows Road, Suite 100 • Newark, DE 19711 • Phone 302-731-9176 • Fax 302-731-7807

September 2, 2022

City of Milford
201 South Walnut Street
Milford, Delaware 19963

Attention: Rob Pierce

Subject: **Cascades Phase 2 – Preliminary and Record Plan**
KCI Job No. 131803632 – Task 46

Dear Mr. Pierce:

As requested, KCI Technologies reviewed the Preliminary and Record Plans for Cascades Phase 2 per the City of Milford's Standard Specifications, codes, and general engineering best practices. These plans were submitted by Merestone Consultants, Inc. and are dated June 2021.

We offer the following comments for your consideration. Comments 1a, 2, 16, 17, 19, 20, 21, 25, 28, 31, 34, 36, 37, 38, 39, and 40 shall be addressed for preliminary plan approval.

1. Revise the following information listed in the Plan Data on the Cover sheet:
    a. The current Deed Reference are listed as DB 2658, PG 262. This does not match the information on the Kent County GIS website. Verify and revise accordingly. **Comment Remains – Although the deed reference information has been updated the information is still not matching the Kent County GIS website. Revise the information accordingly.**
    b. The Plat Reference is listed as PB 118, PG 3. This does not match the parcel information on the Kent County GIS website. Verify and revise accordingly. **Addressed.**
    c. Provide the minimum required and proposed lot length on the Plan Data. **Comment Removed.**
    d. The number of dwelling units per acre is currently not listed. List the number of dwelling units per acre based on City of Milford Zoning Code. **Addressed.**
    e. Provide the names and information of all utility providers. **Addressed.**
    f. Provide the proposed EDU calculations, including a breakdown of the phases and a comparison of what was originally proposed versus what is being proposed. **Addressed.**

2. Currently, the General Notes do not match the required City of Milford's Subdivision Notes. Revise the Title Sheet accordingly to correctly list all general notes. **Addressed with Comment – Add General Note 33 from the City of Milford General Notes and revise the plan accordingly.**
3. Provide a wetland certification statement including the map number and effective date. Also list all applicable zones located on the parcel. **Addressed.**
4. Determine if any source water areas are present on this site. If any areas are determined, the area that will be impervious after the site improvements are complete will also need to be listed. **Comment Noted.**
5. Verify that all existing underground utilities are being shown on the plan set. Provide the locations and size information respectful for all. If the utility is to be removed per the demo plans it should not be shown on the proposed site plan. **Addressed.**
6. Currently, the parcel information for the parcels to the east of the site do not match the information given on the Kent County GIS website. Verify the parcel information and revise the plans accordingly. **Addressed.**
7. Show the location of all utility poles and overhead utilities along the front of the site. **Addressed.**
8. According to the legend, there is a 100-year floodplain on this site. Show the 100-year floodplain on all sheet that apply or remove the line style for the legend. If the 100-year floodplain is present on the site, then the site needs to comply with Chapter 130 and FEMA requirements prior to final site plan. **Addressed.**
9. Currently, there is a 15' wide City of Milford utility and drainage easement shown to the east of the "Airport Road" label on the existing conditions/demo plan that does not point to the easements line correctly. Verify all existing and proposed easements are correct and shown on the plan and dimension/label accordingly. **Addressed.**
10. Label bearing and distance and curve numbers for the lot east of Cascade Lane on the existing conditions & demolition plan. **Addressed.**
11. Currently, the right-of-way for Airport Road is only showing along the north side. Revise the plans to show the right-of-way for both sides of Airport Road. **Addressed.**
12. There is a "PROPOSED 20' UTILITY EASEMENT" located on southwest corner of the site on the existing conditions & demolition plan. Remove this from this sheet. No proposed attributes should be shown on the existing plan. **Addressed.**
13. Remove existing contours from the Record Plan. **Addressed.**
14. Add the concrete/iron pins to the Record Plan. **Addressed.**
15. The plan does not list the proposed building footprint area. Provide the proposed building footprint area. **Addressed.**
16. Show all proposed and existing underground utilities (Water, Sanitary Sewer, and Storm Drain). Also ensure that all structures (cleanouts, valves, manholes, water meters, etc.) are shown. It appears that the Cascade Lane text is hiding existing utility linework and should be revised as necessary to make the linework clearly visible. Additionally, specific

comments on the water and sewer services, cleanouts, and meters may be necessary during the final construction plan review. **Comment Remains – Indicate water service sizes, water meter sizes, show fire lines to the building, label all sanitary sewer service sizes to the building, and revise the plans accordingly.**

17. Currently, the Construction plan does not show the location of ADA ramps. Revise the plans to show the location of all the ADA ramps including at the entrance on Airport Road and within the proposed site. **Comment remains – Provide ADA ramps adjacent to handicap parking and revise the plans accordingly.**
18. Dimension the proposed sidewalk widths on the site plan. **Addressed.**
19. Dimension all typical lengths and widths of the proposed parking spaces (handicap and van accessible as well). **Addressed with Comment – Fix text overlap so the dimensions are legible.**
20. Show all proposed signage and striping. **Addressed with Comment – All proposed crosswalks should be shown as black.**
21. Show the location of all fire hydrants (existing and proposed) on the Construction Improvement Plan. If there are any existing fire hydrants make sure to show them on the existing conditions plan as well. **Comment Remains – The City recommends contacting the SFMO during the preliminary review to determine if fire hydrants will be required and show proposed fire hydrants on the plans.**
22. Provide a note that lists the existing and proposed water and sewer pipe materials. If PVC pipe is to be used, specify the DR rating of the pipe. **Addressed.**
23. Currently, some of the existing stormwater pipes, cleanouts, and inlets are shown as to be removed on the demolition plan to the west of Cascade Lane. These are still being shown on the Preliminary Construction Improvement plan. Verify if these are to be removed and if so remove them from the proposed plan. **Addressed.**
24. Proposed drainage inlets are not being shown on the Construction Improvement Plan. Verify how the parking lot areas are going to drained. **Addressed with Comment – Provide spot grades for final submission so the flow can be verified.**
25. Currently, the Preliminary Construction Improvement Plan is not showing the location of dumpster pads. Show the location of all dumpster pads on the plan. We recommend adding dumpster pads throughout the site for the convenience of all tenants. **Addressed with Comment – Provide a detail for dumpster screening.**
26. Verify how the proposed 10” water line is going to be connected to the main water line on Cascade Lane. Valves must be provided for each branch of the tee intersections. **Addressed.**
27. Currently, there are no specifications for the landscaping on the plan. Revise the plan to show the type of landscaping on the plan according to City of Milford Zoning Code Article V – Landscape Screening, Section 230.22. **Addressed.**
28. Show the 15’ off-street parking setback and ensure all parking lots meet this requirement along Airport Road and Cascade Lane. **Addressed with Comment – Provide dimensions for parking setbacks on the plans.**

29. Properly abandon the existing entrance adjacent to the proposed playground area since it will no longer be used. **Addressed.**
30. Provide a unique identifier for each building (A, B, C, etc.). **Addressed.**
31. Provide a shared use path along the entire frontage of Phase II along Airport Road instead of sidewalk. Also show a crosswalk at the entrance of Airport Road and Cascade Lane. **Addressed with Comment – Label and dimension the shared use path.**
32. Final site plan will require a lighting plan for the parking lots to ensure they are properly luminated. **Comment Noted.**
33. If no curbing is proposed in the parking lots, parking bumpers will be required. **Addressed.**
34. Show the 25' wetland buffer line. **Comment Remains - Per Chapter 230-45.2, "No buildings, structures, impervious surface, fill, obstructions to drainage, or land disturbance shall be situated nearer than 25 feet to a delineated wetland area. The placement of fill, regrading, or other obstructions to surface sheet flow, or the clearing or removal of natural vegetation within this setback area, shall be prohibited. Notwithstanding all of the foregoing, limited cuts into the surface area of this twenty-five-foot setback area in conjunction with the placement of outfall stabilization facilities therein (such as stone rip-rap, turf stabilization, or other geosynthetic materials) may be permitted for the purpose of stabilizing and/or installing stormwater management outfalls, thus providing for a non-erosive flow condition at the outfall, provided that such encroachments into the twenty-five-foot setback area shall be limited to a maximum distance into the wetland buffer of 15 feet measured from the twenty-five-foot wetland buffer line, and shall be limited to a maximum width of 20 feet." The proposed stormwater management area adjacent to Building C appears to impact the wetland buffer more than what is permitted under the zoning code.**
35. Show the 50' riparian buffer line. **Addressed.**
36. Will the developer be providing fire lines to each building? If so, show these on the preliminary utility plan. **Comment Remains – Buildings D, E, F, H, and I do not appear to meet the building code definition of a townhouse and should be sprinklered. The city recommends contacting the SFMO during the preliminary review to determine if automatic fire sprinklers will be required.**
37. **Currently the sheet index does not list the correct sheet numbers. Verify the sheet numbers and revise the sheet index accordingly.**
38. **Currently, the number of parking spaces given in the plan data column is 165. However, the number of parking spaces shown on the plan is only 163. Verify the number of parking and revise the information accordingly.**
39. **Based on City of Milford's checklist, provide general notes for the Preliminary record plan.**
40. **Provide bearing and distances for the Preliminary Construction Improvement Plan and revise the plan accordingly.**

41. Submit the following for final approval:
    a. Kent Conservation District Approval for the Stormwater and Erosion & Sediment Control Plans. **Comment Remains.**
    b. Fire Marshal Approval. **Comment Remains.**
    c. DelDOT Approval. **Comment Remains.**

If you have any questions or comments regarding this letter, please do not hesitate to contact us.

Sincerely,

Ardalan Faghri,
Project Designer

Thomas K. Fruehstorfer
Senior Project Manager

KENT CONSERVATION DISTRICT

1679 SOUTH DUPONT HIGHWAY • DOVER, DELAWARE 19901• (302) 608-5370 • WWW.KENTCD.ORG

CITY OF MILFORD
DEVELOPMENT ADVISORY COMMITTEE
APPLICATION REVIEW COMMENTARY
February 2022

APPLICATION: Cascades – Phase II
APPLICATION #: 22-005
REVIEWING AGENCY: Kent Conservation District
CONTACT PERSON: Kate Owens
PHONE: (302) 608 – 5370
EMAIL: stormwater@kentcd.org

THE SUBJECT PROPOSAL HAS BEEN REVIEWED FOR CODE COMPLIANCE, PLAN CONFORMITY AND COMPLETENESS IN ACCORDANCE WITH THIS AGENCY'S AUTHORITY AND AREA OF EXPERTISE. THE FOLLOWING ITEMS HAVE BEEN IDENTIFIED AS ELEMENTS WHICH NEED TO BE ADDRESSED BY THE APPLICANT:

Source: 2019 Delaware Sediment and Stormwater Regulations

REQUIREMENTS:

1. As the disturbance for this site will exceed 5,000 square feet, a detailed sediment and stormwater management plan must be reviewed and approved by Kent Conservation District prior to any land disturbance (i.e. clearing, grubbing, filling, grading, etc.). The review fee and a completed Application for a Detailed Plan are due at the time of plan submittal to the District's office.
2. A pre-application meeting must occur prior to submitting a sediment and stormwater detailed plan application.
3. The following notes must appear on the record plan:
   - The Kent Conservation District reserves the right to enter private property for purposes of periodic site inspection.
   - The Kent Conservation District reserves the right to add, modify, of delete any erosion or sediment control measure, as it deems necessary.
   - A clear statement of defined maintenance responsibility for stormwater management facilities.

ADVISORY COMMENTS TO THE APPLICANT:

1. There is an existing regional stormwater pond for the Cascades Development that includes the entire area of Cascades Phase 2. Unless there are changes to the existing stormwater utilities, Cascades Phase 2 would not require additional stormwater design and would only require detailed plan submittal of an Erosion and Sediment Control plan.
2. Maintenance of the existing stormwater pond must occur prior to final approval.
3. A letter of no objection to recordation will be provided upon approval of a Sediment and Stormwater Management Plan.

Pierce, Rob

From: Schwartz, Joshua (DelDOT) <Joshua.Schwartz@delaware.gov>
Sent: Wednesday, February 16, 2022 1:43 PM
To: Pierce, Rob
Cc: Okesola, Olayiwola (DelDOT); Marvel, Karen (DelDOT)
Subject: RE: Development Advisory Committee - February 2022 - Cascades - Phase II - Preliminary Site Plan

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Rob,

For the above project, the below comments are advisory since access to the proposed property is from a City of Milford maintained road

1. As a minor collector, the right-of-way required per function classification would be 40' of right-of-way from the centerline.
2. A 15' permanent easement beyond the above mentioned right-of-way requirement should be provided.
3. As a minor collector, per function classification travel lanes should be 12' wide travel lanes and 8' shoulders. From the aerial it appears property side of Airport Road does not have a shoulder. DelDOT would recommend installing along the full frontage.
4. The property is located in a Level 1 Investment level per the State Strategy for State Policies and Spending. In conjunction with this, a walking facility should be provided in the missing area of the frontage. Ensure there is adequate walking facilities tying into the site perpendicular to the frontage road walking facility.
5. To determine if auxiliary lanes would be required or extended(for Left Turn lane), the designer should utilize the auxiliary lane worksheet from the DelDOT website. Include final buildout traffic ADT including Phase 2.

Please let me know if you have questions.

Thank you,

Joshua Schwartz, P.E.
Subdivision Manager
Division of Planning
Delaware Department of Transportation
Phone (302) 760-2768
joshua.schwartz@delaware.gov

TEAM DelDOT
Transparent Efficient Accountable Measured

From: Marvel, Karen (DelDOT) <Karen.Marvel@delaware.gov>
Sent: Friday, February 4, 2022 11:55 AM

City of Milford, Delaware
Development Advisory Committee

Comment Sheet

****

DATE OF REVIEW: February 8, 2022

REVIEWING AGENCY: **Delaware State Fire Marshal's Office, Sussex Office**

INDIVIDUAL REVIEWERS: **Duane T. Fox, CFPS, CFPE, CFI, Asst. Chief Technical Services**
William C. Kelly, CFI, Sr. Fire Protection Specialist

AGENCY PHONE NUMBERS: **302-739-4394, Fax: 302-739-3696**

RE: CASCADES – PHASE II (22-005)

The reasons and conditions applied to this project and their sources are itemized below:

****

At the time of formal submittal, the applicant shall provide; completed application, fee, and three sets of plans depicting the following in accordance with the Delaware State Fire Prevention Regulation (DSFPR):

a. **Fire Protection Water Requirements**:
   - Water distribution system capable of delivering at least 1000 gpm for 1-hour duration, at 20-psi residual pressure is required. Fire hydrants with 800 feet spacing on centers. (Apartments)
   - Where a water distribution system is proposed for the site, the infrastructure for fire protection water shall be provided, including the size of water mains for fire hydrants and sprinkler systems.

b. **Fire Protection Features:**
   - All structures over 10,000 sqft aggregate will require automatic sprinkler protection installed.
   - Buildings greater than 10,000 sqft, 3-stories or more, over 35 feet, or classified as High Hazard, are required to meet fire lane marking requirements.
   - Show Fire Department Connection location (Must be within 300 feet of fire hydrant), and detail as shown in the DSFPR.
   - Show Fire Lanes and Sign Detail as shown in DSFPR

c. **Accessibility**
   - All premises, which the fire department may be called upon to protect in case of fire, and which are not readily accessible from public roads, shall be provided with suitable gates and access roads, and fire lanes so that all buildings on the premises are accessible to fire apparatus. This means that the access road to the subdivision from Airport Road must be constructed so fire department apparatus may negotiate it.

- Fire department access shall be provided in such a manner so that fire apparatus will be able to locate within 100 ft. of the front door.
- Any dead-end road more than 300 feet in length shall be provided with a turn-around or cul-de-sac arranged such that fire apparatus will be able to turn around by making not more than one backing maneuver. The minimum paved radius of the cul-de-sac shall be 38 feet. The dimensions of the cul-de-sac or turn-around shall be shown on the final plans. Also, please be advised that parking is prohibited in the cul-de-sac or turn around.
- The use of speed bumps or other methods of traffic speed reduction must be in accordance with Department of Transportation requirements.
- The local Fire Chief, prior to any submission to our Agency, shall approve in writing the use of gates that limit fire department access into and out of the development or property.

d. **Gas Piping and System Information:**
   - Provide type of fuel proposed and show locations of bulk containers on plan.

e. **Required Notes**:
   - Provide a note on the final plans submitted for review to read "All fire lanes, fire hydrants, and fire department connections shall be marked in accordance with the Delaware State Fire Prevention Regulations"
   - Proposed Use
   - Alpha or Numerical Labels for each building/unit for sites with multiple buildings/units
   - Square footage of each structure (Total of all Floors)
   - National Fire Protection Association (NFPA) Construction Type
   - Maximum Height of Buildings (including number of stories)
   - Note indicating if building is to be sprinklered
   - Name of Water Provider
   - Letter from Water Provider approving the system layout
   - Provide Lock Box Note (as detailed in DSFPR) if Building is to be sprinklered
   - Provide Road Names, even for County Roads

Preliminary meetings with fire protection specialists are encouraged prior to formal submittal. Please call for appointment. Applications and brochures can be downloaded from our website: www.statefiremarshal.delaware.gov, technical services link, plan review, applications or brochures.

***FYI, the road names in the existing Phase I are different then those shown on the plans. The current road name is Lassen Court.

THIS DOCUMENT IS INFORMATIONAL ONLY, AND DOES NOT CONSTITUTE ANY TYPE OF APPROVAL FROM THE DELAWARE STATE FIRE MARSHAL'S OFFICE

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

TO: Mayor & City Council

FROM: Rob Pierce, AICP - Planning Director

DATE: July 24, 2023

RE: Chapter 230 & Chapter 200 – Code Update

The Process

Over the past six months, the Planning Commission, City Solicitor, and Planning Director have reviewed Chapter 230 Zoning and Chapter 200 Subdivision of Land to address the following;

- Modify the review process for major subdivision and/or conditional use applications in an effort to provide final decision-making authority to the Planning Commission or Staff;
- Perform a more thorough review of permitted and conditional uses within each zoning district to make sure the code is comprehensive and there is consistency across zones relative to development and intensity of use;
- Reduce the number of conditional uses within each zoning district by making them permitted uses;
- Modify or eliminate 230-42 which states "in any and all zoning districts, multiple permitted uses or mixed use of a property shall be deemed a conditional use subject to special requirements." We have had numerous applications that would not have needed to be reviewed by City Council or the Planning Commission if the applicant wasn't seeking approval for multiple tenants or mixed use projects;
- Fix some errors found in the 2022 code update;

The Planning Commission dedicated time after each regularly scheduled Planning Commission meeting to review these two chapters in workshop sessions. The workshops primarily reviewed application approval authorities and the use and area regulations within the zoning ordinance. Comments from Commissioners were taken and added to the draft amendments.

Below is a summary of the meetings held (or to be held) to review Chapter 230 Zoning and Chapter 200 Subdivision of Land;

- *December 8, 2022 – Board of Adjustment – Annual Code Review*
- *January 17, 2023 – Planning Commission - Introductory Meeting*
- *January 18, 2023 – City Council Workshop*
  - *Discussed approval authorities and procedures.*
- *February 21, 2023 – Planning Commission - Chapter 230*
  - *Discussed approval authorities and procedures.*

    - *R-1, R-2, R-3, R-8, OB-1, C-1, C-2, C-2A*
- *March 21, 2023 – Planning Commission - Chapter 230*
    - *C-3, BP, I-1, I-2, OC-1, H-1, IM, IS*
    - *Article VIII - Miscellaneous Provisions*
- *April 18, 2023 – Planning Commission - Chapters 200 & 230 – Review Draft Edits*
- *July 18, 2023 – Planning Commission – Ordinance Public Hearing*
- *July 24, 2023 – City Council – Ordinance Public Hearing*

Executive Summary of Code Revisions

Below is an executive summary of proposed code revisions for Chapter 230 Zoning and Chapter 200 Subdivision of Land organized by articles and sections.

Chapter 230 - Article I - General Provisions

- Added definitions for *Accessory Small Scale Solar & Wind Energy Systems*, *Community Energy Generating Facility*, *Emergency Shelter Facility*, *Group Home For the Care of Disabled or Elderly Persons*, *Group Homes Other Than For the Care of Disabled and Elderly Persons*, *Manufactured Home*, *Model Home (Sample Home)/Sales Office*, *Modular Home*, *Shopping Center*, *Short-Term Rental (30 Days or Less)*, and *Tiny House*.
- Modified the definition for *Mobile Home*.
- Deleted the definition for *Community Residential Treatment Program*.

Chapter 230 - Article III – Use and Area Regulations

R-1 Single-Family Residential District

- Added *Small Scale Solar & Wind Energy Systems* as a permitted accessory use.
- Added the keeping of chicken hens as a permitted use with conditions.
- Added *Group Homes for the Care of Disabled or Elderly Persons* as a permitted use.
- Added *Model Homes* as a permitted use.
- Added *Short-Term Rentals* as a permitted use with conditions.
- Fixed a grammatical error in Bed and Breakfast conditions.
- Added *Group Homes for Others* as a conditional use.
- Added *Emergency Shelter Facility* as a conditional use.
- Added structures to the height regulations for standalone renewable energy systems.

R-2 Residential District

- Moved *Single-Family Semi-Detached Dwellings* from a conditional use to a permitted use.

R-3 Garden Apartment & Townhouse District

- Changed language from *Mobile Home Park* to *Manufactured Home Park*.
- Added *Tiny Home Village* as a permitted use.
- Updated the conditions for *Manufactured Home Park* and reduced the minimum project area from 20 acres to 1 acre (which matches the requirement for townhouse and apartment projects).
- Added conditions for *Tiny Home Village* (similar to the Manufactured Home Park conditions).

C-1 Community (Neighborhood) District

- Removed the *Neighborhood Shopping Center* as a permitted use. Multiple permitted uses in the zone will require a conditional use approval.
- Removed *Off-street Parking as an Accessory Use*.
- Added *Group Home for the Care of Disabled or Elderly Persons* as a permitted use.
- Removed *Community Residential Treatment Program* from the conditional uses.
- Added *Group Home for others* as a conditional use.
- Added *Emergency Shelter Facility* as a conditional use.

C-2 Central Business District

- Moved *Commercial Indoor Recreation Activities* and *All Dwellings other than Single-family in Conjunction With a Non-Residential Use* from conditional use to permitted use.
- Added *Bed and Breakfast* as a permitted use.

C-2A Riverfront Development District

- Same changes as C-2.

C-3 Highway Commercial District

- Moved *Motels or Hotels, Commercial Greenhouse, Wholesale Establishment, Contractors Establishment, Laboratory Testing and Research,* and *Carwash* from conditional use to permitted use.
- Made changes to the *Shopping Center* conditions. *Shopping Center* is now defined as four or more tenant spaces.
- Added *Community Energy Generating Facility, Energy System Utility Scale Solar and Wind,* and *Emergency Shelter Facility* as conditional uses.

H-1 Institutional Development District

- Added *Nursing Home* as a permitted use.
- Removed *Nursing Home, Sanatoriums, Multilevel Parking Facilities* and *Community Residential Treatment Programs* from the conditional uses.
- Added statement regarding the sunsetting of this zoning category.

I-1 Limited Industrial District

- Added statement regarding the allowance of accessory retail storefront/gift shop for products manufactured on site.
- Added NAICS References for light industrial uses.
- Added NAICS References for wholesale storage, warehousing and distribution centers.
- Removed *Airfields* as a conditional use.
- Added *Community Energy Generating Facility* and *Energy System Utility Scale Solar and Wind* as conditional uses.

I-2 General Industrial District

- Added statement regarding the allowance of accessory retail storefront/gift shop for products manufactured on site.
- Added NAICS References for general industrial uses.
- Removed *Airfields* as a conditional use.

OC-1 Office Complex District

- Moved *Charitable Organizations, Daycare Centers, Indoor/Outdoor Recreation, Private Organizations* and *Medical/Dental Laboratories* from conditional uses to permitted uses.

OB-1 Office Building District

- Moved *Government Offices* from conditional use to permitted use.

BP Business Park District

- Added statement regarding the allowance of accessory retail storefront/gift shop for products manufactured on site.
- Added NAICS References for light industrial uses.
- Moved *Indoor/Outdoor Recreation* from conditional use to permitted use.
- Deleted *Schools* and *Daycare Centers* from conditional uses.

IS Institutional Service District

- Added *Places of Worship, Emergency Shelter Facility, Community Energy Generating Facility* and *Energy System Utility Scale Solar and Wind* as conditional uses.

IM Institutional Medical District

- Added *Emergency Shelter Facility* and *Places of Worship* as conditional uses.
- Fixed typo under area regulations.

R-8 Garden Apartment & Townhouse District

- Same changes proposed in the R-3 district.

230-19.8. Tree Planting and Preservation

- Reduce the tree density requirement for planting plans from 1 tree per 3,000 square feet to 1 tree per 10,000 square feet for residential development and 1 tree per 5,000 square feet for non-residential development.

Chapter 230 - Article IV – Off-Street Parking and Loading

- Added recommendation for EV Charging Stations for new parking lots.
- Added parking calculation for group homes and short-term rentals.

Chapter 230 - Article VI – Signs

- Increased the allowable sign height for subdivision signs from four feet to seven feet.

Chapter 230 - Article VII - Board of Adjustment

- Fixed the newspaper publication requirement.

Chapter 230 - Article VIII – Miscellaneous Provisions

- Added requirements for fences.
- Modified the language for Multiple Permitted Uses or Mixed Use of a property so that multiple permitted uses or mixed use of a property in the R-1, R-2, R-3, R-8, OB-1 or C-1 zoning districts still requires a conditional use approval. Instances within the C-2, C-2A, C-3, OC-1 or H-1 where four or more non-residential uses are proposed would require a conditional use approval, which is in alignment with the definition of shopping center. Instances in the I-1, I-2, BP, IS or IM zoning districts would be permitted uses.

Chapter 230 - Article X - Site Plan Review

- Added a 12 month expiration of a preliminary application from their initial submission for both permitted use site plans and conditional use site plans.
- Fixed the newspaper publication requirement.
- Modified the site plan expiration language to be similar to the subdivision expiration language from Chapter 200.

Chapter 230 - Article XI - Administration

- Added statement that any use not specifically permitted within a particular zoning district shall be considered prohibited except for the following; for non-residential uses, the Planning Director would have the authority to evaluate the proposed use by referencing the most recent North American Industry Classification System (NAICS) manual and where the same NAICS code is found in several use categories, the Planning Director would have the ability to consider the characteristics and adverse impacts of the proposed use and allow the use to be classified with similar uses in the zoning code.

Chapter 230 - Article XII – Zoning Amendments

- Fixed the newspaper publication requirement.

Chapter 200-4 – Application Procedure

- Added a 12 month expiration of a preliminary application from their initial submission for both permitted use site plans and conditional use site plans.
- Fixed the newspaper publication requirement.
- Changed final major subdivision approval from City Council to administrative.

CITY OF MILFORD
NOTICE OF PUBLIC HEARING

Planning Commission Hearing: Tuesday, July 18, 2023 @ 6:00 PM
City Council Hearing: Monday, July 24, 2023 @ 6:00 PM

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

Ordinance 2023-27
Amendment to City of Milford Code
Chapter 200/Subdivision of Land

WHEREAS, the Mayor and City Council of the City of Milford are charged with the protection of the public health, safety, and welfare of the citizens of the City of Milford; and

WHEREAS, the Mayor and City Council desire to update the City of Milford Code Chapter 200 Subdivision of Land to implement the goals and recommendations from the 2018 Comprehensive Plan, reduce the number of Board of Adjustment applications, standardize site plan, subdivision, and conditional use review procedures, and eliminate contradictory statements, erroneous language, and other items to improve the administration of Chapter 200 Subdivision of Land; and

WHEREAS, the Planning Commission of the City of Milford, along with the City Solicitor and Planning Director, reviewed the application procedures for major subdivision review found under Chapter 200 Subdivision of Land during workshops in 2023; and

WHEREAS, the City of Milford Planning Commission had a final review and recommendation during their meeting on Tuesday, July 18, 2023, at which time interested parties publicly commented on the amendments; and

WHEREAS, Milford City Council held a Public Hearing on July 24, 2023, to allow for additional public comment and further review of the amendments; and

WHEREAS, the Public Notice was published in the Delaware State News on June 29, 2023; and

WHEREAS, City Council found that the amendments to Chapter 200 Subdivision of Land are in the best interest of the health, safety, convenience, and general welfare of the citizens of the City.

NOW, THEREFORE, the City of Milford hereby ordains:

Section 1. Purpose: The Code of the City of Milford is amended to modify/clarify specific requirements within the City Code, Chapter 200, SUBDIVISION OF LAND.

Section 2. Section 200-4 is hereby amended.

Section 3. Strikethrough text denotes a deletion; underlined and bold text denotes an addition.

Chapter 200 - SUBDIVISION OF LAND

§ 200-4. - Application procedure.

A. Preliminary Major Subdivision Review.

(1) A preliminary plan and documents, as specified by the Planning Department, shall be prepared by the applicant and submitted in accordance with the submission schedule as determined by the Planning Director, along with the appropriate fees, as specified in § 230-57.

(2) The Development Advisory Committee (DAC) shall review the application and plan. Comments from the DAC must be addressed via either submitting revised plans and/or necessary documents or via a narrative submitted to the Planning Director. The application shall be reviewed by the Planning Department and the City Engineer for general compliance with Chapter 230 Zoning, Chapter 200 Subdivision of Land, the Comprehensive Plan, the City Standard Construction Specifications and other City ordinances. Upon confirmation by the Planning Director that all DAC issues and plan review comments have been addressed satisfactorily, the application will then be scheduled to be heard by the Planning Commission. **A preliminary application shall be considered withdrawn if plan review comments are not satisfactorily addressed and preliminary approval is not obtained within twelve (12) months of initial preliminary submission.**

(3) A public hearing on the preliminary plan shall be conducted by the Planning Commission. The Planning Commission shall review the application and shall recommend to City Council the approval of the application with or without conditions, denial of the application, or table the application. In case of an unfavorable recommendation for denial by the Planning Commission, such application shall not be approved except by a favorable vote of 3/4 of the City Council. (4) No hearing shall be held by the Commission until notice of time and place thereof has been provided to the applicant, property owners within 200 feet of the subject property, and to such other interested parties as may be determined by the Planning Director at least 10 days before the date of said hearing. Notice shall be provided as follows:

(a) The Planning Department shall notify by mail all property owners within 200 feet of the extreme limits of the subject parcel as their names appear in the City or County tax record at least 10 days prior to the hearing.

(b) The Planning Department shall provide notice to the general public of the public hearing before the Planning Commission by publishing the date, time, place and nature of the hearing at least **15**~~10~~ days before the hearing in a newspaper of general circulation in the City and posting the same information in City Hall and on the City website.

(c) The Planning Department will also post a notice outlining the date, time, place, and nature of the hearing in a conspicuous location on the property. The published and posted notices shall contain reference to the time and place within the City where text, maps and plans for the proposal may be examined.

(5) City Council shall review the application and shall approve the application with or without conditions, deny the application, or table the application.

(6) Preliminary approval from City Council shall be void after 24 months unless final major subdivision approval is obtained or an extension is requested by the owner and approved for good cause by the City Council prior to the expiration.

B. Final Major Subdivision Review.

(1) A final plat and construction documents, as specified by the Planning Department, shall be prepared by the subdivider and submitted in accordance with the submission schedule as determined by Planning Director, along with the appropriate fees, as specified in § 230-57.

(2) The application shall be reviewed by the Planning Department and the City Engineer for compliance with Chapter 230 Zoning, Chapter 200 Subdivision of Land, the Comprehensive Plan, the City Standard Construction Specifications and other City ordinances. At this time, the applicant shall provide a digital copy of the subdivision plan to the City electric division in order for the City to begin designing the electric infrastructure for the subdivision.

(3) **Upon confirmation by the City Planner and City Engineer that all agency approvals have been obtained and all plan review comments have been addressed satisfactorily, the application may be administratively approved by the Planning Director.** ~~A public hearing on the final major subdivision shall be conducted by the Planning Commission. The Planning Commission shall review the application and shall recommend to City Council the approval of the application with or without conditions, denial of the application, or table the application. In case of an unfavorable recommendation for denial by the Planning Commission, such application shall not be approved except by a favorable vote of 3/4 of the City Council.~~

~~(4) No hearing shall be held by the Commission until notice of time and place thereof has been provided to the applicant, property owners within 200 feet of the subject property, and to such other interested parties as may be determined by the Planning Director at least 10 days before the date of said hearing. Notice shall be provided as follows:~~

~~(a) The Planning Department shall notify by mail all property owners within 200 feet of the extreme limits of the subject parcel as their names appear in the City or County tax record at least 10 days prior to the hearing.~~

~~(b) The Planning Department shall provide notice to the general public of the public hearing before the Planning Commission by publishing the date, time, place and nature of the hearing at least 10 days before the hearing in a newspaper of general circulation in the City and posting the same information in City Hall and on the City website.~~

~~(c) The Planning Department will also post a notice outlining the date, time, place, and nature of the hearing in a conspicuous location on the property. The published and posted notices shall contain reference to the time and place within the City where text, maps and plans for the proposal may be examined.~~

~~(5) City Council shall review the application and shall approve the application with or without conditions, deny the application, or table the application.~~

(4~~6~~) Within 90 days of final approval from **the** City ~~Council~~, the subdivider shall record the plat at the County Recorder of Deeds office and provide the Planning Director a receipt of the recordation including the deed book and page number. Prior to recording the plat, at least three copies of the record plat and three copies of the final construction plans must be submitted to the Planning Director for stamping and signing. Two sets will be retained by the City. The City Manager, Planning Director and City Engineer shall sign the approved record plats and construction plans.

(5~~7~~) Failure to record the approved plat within 90 days 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 preliminary approval again.

C. Construction Procedures.

(1) Prior to commencement of construction, the developer shall request a pre-construction meeting with the City Engineer. Payment of the required development inspection fee, as adopted by City Council and found in the City Fee Schedule, shall be made prior to the scheduling of the pre-construction meeting.

(2) Improvements within the development shall be constructed per the approved construction plans and the City's Standard Construction Specifications. Any deviations from the construction plans must be submitted to the City Engineer in writing for review and approval.

(3) A performance bond in the amount of 125% of the cost of installation shall be required for the construction of recreational and open space amenities, including but not limited to community buildings, playgrounds, walking paths, landscaping and landscape screening. The performance bond shall be posted prior to the issuance of the first building permit.

(4) Conditional Acceptance of Infrastructure by City Engineer.

(a) Prior to the issuance of building permits, the developer shall obtain conditional acceptance from the City Engineer as outlined in the City's Standard Construction Specifications.

(b) A maintenance bond shall be provided by the developer in the amount of 10% of the improvements to be taken over and maintained by the City.

(c) A performance bond shall be provided by the developer in the amount of 125% of the cost of the top coat and any other item that has not been satisfactorily completed as approved by the City Engineer.

(5) Final Acceptance of Infrastructure by City Council.

(a) Final top coat shall be paved after 75% of building permits have been issued for a project or phase of a project and prior to 90% of building permits having been issued for a project or phase of a project.

(b) Final acceptance of utilities shall not occur until after the paving top coat has been completed.

(c) Upon completion of the top coat paving, the City Engineer may release the top coat performance bond. The 10% maintenance bond will remain in place until one-year after acceptance of the final top coat paving.

(d) Upon completion of the required one-year maintenance period, the right-of-way improvements may be accepted by City Council by resolution.

(e) Upon acceptance by City Council, the maintenance bond shall be released by the City Engineer in its entirety.

Section 4. Dates.
Introduction to City Council: July 10, 2023
Planning Commission Review/Recommendation/Public Hearing: July 18, 2023
City Council Review/Public Hearing/Determination: July 24, 2023

Section 5. Effective.
This Ordinance is effective ten days following its adoption.

CITY OF MILFORD
NOTICE OF PUBLIC HEARING

Planning Commission Hearing: Tuesday, July 18, 2023 @ 6:00 PM
City Council Hearing: Monday, July 24, 2023 @ 6:00 PM

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

Ordinance 2023-28

Amendment to City of Milford Code
Chapter 230/Zoning Code

WHEREAS, the Mayor and City Council of the City of Milford are charged with the protection of the public health, safety, and welfare of the citizens of the City of Milford; and

WHEREAS, the Mayor and City Council desire to update the City of Milford Code Chapter 230 Zoning Code to implement the goals and recommendations from the 2018 Comprehensive Plan, reduce the number of Board of Adjustment applications, standardize site plan, subdivision, and conditional use review procedures, and eliminate contradictory statements, erroneous language, and other items to improve the administration of Chapter 230 Zoning; and

WHEREAS, the Planning Commission of the City of Milford, along with the City Solicitor and Planning Director, reviewed certain sections of Chapter 230 Zoning Code during several workshops in 2023; and

WHEREAS, the City of Milford Planning Commission had a final review and recommendation during their meeting on Tuesday, July 18, 2023, at which time interested parties publicly commented on the amendments; and

WHEREAS, Milford City Council held a Public Hearing on July 24, 2023, to allow for additional public comment and further review of the amendments; and

WHEREAS, as required by Chapter 230, the Public Notice was published in the Delaware State News on June 29, 2023; and

WHEREAS, City Council found that the amendments to Chapter 230 Zoning Code are in the best interest of the health, safety, convenience, and general welfare of the citizens of the City.

NOW, THEREFORE, the City of Milford hereby ordains:

Section 1. Purpose: The Code of the City of Milford is hereby amended to modify/clarify specific requirements within the City Code, Chapter 230, ZONING CODE.

Section 2. Sections 230-4, 230-9, 230-10, 230-11, 230-12, 230-13, 230-13.1, 230-14, 230-15, 230-16, 230-17, 230-18, 230-19, 230-19.1, 230-19.2, 230-19.3, 230-19.4, 230-19.8, 230-20, 230-21, 230-24.11, 230-30, 230-39, 230-41, 230-42, 230-47, 230-51, 230-53, 230-58 are hereby amended and/or renumbered.

Section 3. Strikethrough text denotes a deletion; underlined, and bold text denotes an addition.

Chapter 230 - ZONING CODE
ARTICLE I - General Provisions

§ 230-4. - Definitions and word usage.

A. Definitions. For the purpose of this chapter, certain words and phrases shall be interpreted or defined as follows:

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

ACCESSORY APARTMENT — A separate complete housekeeping unit that is contained within the structure of a single-family detached dwelling.

ACCESSORY COTTAGE — A separate and subordinate dwelling unit that is located on the same lot as a single-family detached dwelling but is contained in a detached garage or other outbuilding.

ACCESSORY DWELLING — An accessory apartment or accessory cottage.

ACCESSORY SMALL SCALE SOLAR & WIND ENERGY SYSTEMS – A device or structural design feature for primary purpose of which is to provide for the collection, storage and distribution of energy for heating or cooling, electricity generating, or water heating for the purpose of reducing or meeting on-site needs.

ACCESSORY USE OR STRUCTURE — A use or building structure subordinate to and located on the same lot as the principal use or building and serving a purpose customarily incidental to the use of the principal building.

ALCOHOLIC BEVERAGE — Any fermented liquor or malt beverage, such as wine, beer, or distilled spirit that contains ethyl alcohol, or ethanol, as an intoxicating agent.

ALLEY — A public or private way affording only secondary means of access to abutting property. This definition is not intended to include utility alleys, which are easements not open to public traffic and intended solely for the placement and maintenance of utilities.

APPLICANT — A person, firm, or government agency that executes the necessary forms to obtain approval or a permit for any zoning, subdivision, land development, building, land disturbance, or other activity regulated.

AQUIFER — A geological formation, group of formations or part of a formation composed of rock, sand, or gravel capable of storing and yielding groundwater to wells.

BASEMENT — A story partly underground but having at least 1/2 of its height above the average level of the adjoining ground. A basement shall be counted as a story for the purpose of height measurement if the vertical distance between the ceiling and the average level of the adjoining ground is more than five feet or if used for business or dwelling purposes, other than a game or recreation room.

BED-AND-BREAKFAST — A private owner/owner representative occupied residence with one to six guestrooms. The bed-and-breakfast is subordinate and incidental to the main residential use of the building.

BEDROOM — A room not less than 80 square feet which, because of limited access and separation from the living areas, is intended or may be used for sleeping.

BERTH (LOADING) — A space for an automotive vehicle or truck to load or unload its cargo.

BUILDING — Any structure having a roof supported by columns or walls used for the shelter, housing or enclosure of persons, animals or property.

BUILDING, ACCESSORY — A building subordinate to the principal building on a lot and used for purposes customarily incidental to those of the principal building.

BUILDING HEIGHT — The vertical distance measured from the average elevation of the finished grade at the front of the building to the highest point of the roof for flat and mansard roofs **or**~~and~~ to the mean height between the eave and ridge for other types of roofs.

BUILDING, PRINCIPAL — A building in which is conducted the main or principal use of the lot on which it is situated.

CERCLA HAZARDOUS SUBSTANCES — Defined in terms of either those substances specifically designated as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), otherwise known as the "Superfund Law," or those substances identified under other laws. In all, the Superfund Law includes references to four other laws to designate more than 800 substances as hazardous and identify many more as potentially hazardous due to their characteristics and the circumstances of their release.

COMMISSION — The Planning Commission of the City of Milford, Delaware.

COMMUNITY ENERGY GENERATING FACILITY – A renewable energy generating facility, no larger than fifty (50) acres in size, that serves multiple customers who share the output of the generator, which may be located either as a stand-alone facility or behind-the-meter of a participating owner or customer. The facility shall be interconnected to the distribution system and operated in parallel with an electric distribution company's transmission and distribution facilities.

~~COMMUNITY RESIDENTIAL TREATMENT PROGRAM — A planned program of care consisting of full-time or part-time programmatic supervision, counseling and/or therapy; such residence program is provided to persons who are physically disabled, developmentally disabled, psychiatrically disabled, have drug or alcohol problems, are under the legal custody of the state, are minors with social and/or behavioral problems; or are persons who have disabilities with aging. A community residential program does not include skilled nursing care.~~

CONDITIONAL USE — A use which is not appropriate in a particular zoning district as a matter of right but which may be suitable in certain locations within the district only when specific conditions or requirements prescribed for such cases within this chapter are met. Conditional uses are allowed or denied by the City Council after recommendation by the Planning Commission.

CONTAMINATION — Any physical, chemical, biological, or radiological substance that enters the hydrological cycle through human action and may cause a deleterious effect on groundwater resources; it shall include but is not limited to hazardous waste, limiting nutrients, and sanitary sewage.

DECK — A roofless, floored structure, typically with a railing, that adjoins a residence.

DELINEATION — The process of defining and/or mapping a boundary that approximates the areas that contribute water to a particular water source used as a public water supply.

DEVELOPMENT — Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, the placement of mobile homes, streets and other paving, utilities, filling, grading, excavation, mining, dredging or drilling operations.

DEVELOPMENT ADVISORY COMMITTEE — A committee comprising of City Department staff, representatives of the Delaware Department of Transportation, Delaware Department of Natural Resources and Environmental Control, Conservation District, State Fire Marshal, and such other professional and technical representatives as may be deemed necessary by the Planning Director. The Committee shall function as an advisory body to the Planning Department with regard to design requirements, improvement specifications and other applicable standards relating to the design and construction of subdivisions and land developments.

DWELLING — Any building or portion thereof designed or used exclusively as the residence or sleeping place of one or more persons. The term "dwelling" shall not be deemed to include an automobile court, rooming house, tourist home, hotel, hospital, nursing home, dormitory or fraternity or sorority house.

(1) APARTMENT — A room or suite of rooms in a multifamily structure which is arranged, designed, used or intended to be used as a housekeeping unit for a single family.

(2) SINGLE-FAMILY DETACHED DWELLING — A dwelling unit accommodating a single family and having two side yards.

(3) SINGLE-FAMILY SEMIDETACHED DWELLING or DUPLEX — Two units accommodating two families, which units are attached side by side through the use of a party wall, and having one side yard adjacent to each dwelling unit.

(4) TWO-FAMILY DETACHED DWELLING — Two dwelling units accommodating two families, which units are located one over the other, and having two side yards.

(5) SINGLE-FAMILY ATTACHED OR TOWNHOUSE DWELLING — A single-family dwelling unit constructed in a row of attached units separated by property lines and with open space on at least two sides.

(6) MULTIFAMILY DWELLING — A building designed for occupancy by three or more families living independently of each other and containing three or more dwelling units. Includes garden or low-rise apartments.

DWELLING UNIT — One or more rooms, including a kitchen or kitchenette and sanitary facilities, in a dwelling structure designed as a unit for occupancy by not more than one family for living and sleeping purposes.

EMERGENCY SHELTER FACILITY – A facility maintained for the purpose of providing accommodations for persons who are in need of temporary housing or shelter.

ENERGY SYSTEM UTILITY SCALE SOLAR & WIND – A renewable energy generating facility, located in the service area of a utility under the regulation of the PJM Interconnection LLC Regional Transmission Authority or successor agency, which is stand-alone, and sells energy directly into the power grid.

ENVIRONMENTAL IMPACT ASSESSMENT REPORT (EIAR) — A report required by this chapter that assesses the environmental characteristics of a source water protection area and determines what effects or impacts will result if the area is altered or disturbed by a proposed action that would increase impervious cover beyond the recommended twenty-percent threshold.

EXCELLENT GROUNDWATER RECHARGE POTENTIAL AREA — Those areas with high percentages of sand and gravel that have "excellent" potential for recharge as determined through a stack unit mapping analysis delineated by the Delaware Geological Survey and presented in the Report of Investigations No. 66, Groundwater Recharge Potential Mapping in Kent and Sussex Counties, Delaware, Geological Survey, 2004.

FAMILY — One or more persons related by blood or marriage or adoption or a group of no more than five unrelated persons living together as a household in a dwelling.

FIREWOOD — Trunks and branches of trees and bushes, but does not include leaves, needles, vines or brush smaller than three inches in diameter.

FLOOR AREA, HABITABLE — The aggregate of the horizontal areas of all rooms used for habitation, not including hallways, stairways, cellars, attics, utility rooms, bathrooms, closets, unheated areas, rooms without at least one window or skylight opening to an outside yard or court, garage space or accessory building space. Habitable floor area shall be measured from the inside face of exterior walls or the center line of walls separating two dwelling units. Every area designated as habitable floor area shall have a ceiling height of not less than seven feet.

GARAGE, PRIVATE PARKING — A building or portion thereof used only for storage of automobiles by the families resident upon the premises or by individuals residing in the immediate vicinity of such storage facilities.

GARAGE, PUBLIC PARKING — A structure or portion thereof, other than a private garage, used for the storage, sale, hire, care, repair or refinishing of automobiles.

GARAGE, STORAGE — A building, not a private or public garage, one story in height, used solely for the storage of motor vehicles (other than trucks) but not for the service or repair thereof nor for the sale of fuel, accessories or supplies.

GASOLINE SERVICE STATION — Any area of land, including structures, that is used for the sale of gasoline or other motor vehicle fuel or for lubricating, washing or otherwise servicing motor vehicles but which shall not include painting or body and fender repairs.

GEOLOGIST — An individual who is registered in the State of Delaware to practice the profession of geology.

GOVERNING BODY — The City of Milford Council.

GROUNDWATER — The water contained in interconnected pores located below the water table in an unconfined aquifer or located in a confined aquifer.

GROUP HOME FOR THE CARE OF DISABLED OR ELDERLY PERSONS – A community based residential dwelling for persons with disabilities or elderly persons in which more than four, but not more than 10, unrelated individuals live together, prepare their meals together, and function as a single-housekeeping unit using certain rooms and housekeeping facilities in common. Persons with disabilities shall include persons as defined by the Delaware Fair Housing Act and the Americans with Disabilities Act to include those persons with a physical or mental impairment which substantially limits one or more of such person's major life activities; persons

with a record of having such impairment; and persons being regarded as having such impairment; but not including persons currently illegally using a controlled substance. Staffing is required as outlined by the appropriate State licensing or approval agency.

GROUP HOMES, OTHER THAN FOR THE CARE OF DISABLED AND ELDERLY PERSONS – A community-based residential dwelling, halfway house or treatment center operated with a single-family orientation in which more than four, but not more than 10 individuals, live together, prepare their meals together, and function as a single housekeeping unit, using certain rooms and housekeeping facilities in common. Staffing is required as outlined by the appropriate State licensing or approval agency.

HABITABLE ROOM — A room or enclosed floor space arranged for living, eating or sleeping purposes, not including bath or toilet rooms, laundries, pantries, foyers or communicating corridors.

HAZARDOUS SUBSTANCE UST SYSTEM — Underground storage tank system that contains a hazardous substance defined in 101(14) of the CERCLA (but not including any substance regulated as a hazardous waste under RCRA Subtitle C) or any mixture of such substances and petroleum, and which is not a petroleum UST system.

HAZARDOUS WASTE — A solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating irreversible illness, or pose a substantial present or potential a hazard to human health or the environment when improperly treated, stored, transported, or dispose of, or otherwise managed. Without limitation, included within this definition are those hazardous wastes described in Sections 261.31, 261.32, and 261.33 of the Delaware Regulations Governing Hazardous Waste.

HOME OCCUPATION, MAJOR — A home occupation that does not meet one or more of the criteria for a minor home occupation.

HOME OCCUPATION, MINOR — A profession or occupation that is carried on within a residential property that is incidental and secondary to the residential use.

IMPERVIOUS COVER — Surfaces providing negligible infiltration such as pavement, concrete, graded aggregate, and buildings, exclusive of swimming pool water surfaces.

JUNK — Includes scrap iron, scrap tin, scrap brass, scrap copper, scrap lead or scrap zinc and all other scrap metals and their alloys and bones, rags, used cloth, used rubber, used rope, used tinfoil, used bottles, old or used machinery, used tools, used appliances, used fixtures, used utensils, used lumber, used boxes or crates, used pipe or pipe fittings, used tires and other manufactured goods that are so worn, deteriorated or obsolete as to make them unusable in their existing condition but subject to being dismantled. Automobiles in operable condition or bearing a current inspection sticker are not included as junk.

JUNKYARD — Buildings, structures or premises where junk, waste or discarded or salvaged materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including automobile wrecking yards, house wrecking and structural steel materials and equipment yards but not including the purchase or storage of used furniture and household equipment or used cars in operable condition or bearing a current inspection sticker or recycling facilities.

LOT — A piece or parcel of land occupied or intended to be occupied by a principal building or a group of such buildings and accessory buildings or utilized for a principal use and uses accessory or incidental to the operation thereof, together with such open spaces as are required by this chapter.

(1) LOT, CORNER — A lot situated at and abutting the intersection of two streets having an interior angle of intersection not greater than 135°.

(2) LOT DEPTH — The mean horizontal distance between the front and rear lot lines.

(3) LOT LINES — The property lines bounding a lot.

(a) LOT LINE, FRONT — The line separating the lot from a street.

(b) LOT LINE, REAR — The lot line opposite and most distant from the front lot line.

(c) LOT LINE, SIDE — Any lot line other than a front or rear lot line. A side lot line separating a lot from a street is called a "side street lot line."

(d) LOT LINE, STREET OR ALLEY — A lot line separating the lot from a street or alley.

(4) LOT WIDTH — The width of the lot between side lot lines at the street.

(5) LOT AREA — The computed area contained within the lot lines.

(6) LOT COVERAGE - The percent of a lot which is covered, or planned to be covered, with impervious surfaces.

MANUFACTURED HOME – A single-family dwelling unit fabricated in an off-site manufacturing facility bearing a label certifying that the unit is built in conformance with Federal Manufactured Housing Construction and Safety Standards (24 CFR 3280), transportable in one or more sections which, in the traveling mode, is eight feet or more in width, or 40 feet or more in length, and built on a permanent chassis designed for use with or without a permanent foundation when connected to the required utilities.

MOBILE HOME — A transportable single-family dwelling **to be used as a year-round dwelling and built prior to the enactment of the Federal Manufactured Housing Act of 1974, which became effective June 1976.** ~~intended for permanent occupancy, office or place of assembly, contained in one unit or in two units designed to be joined into one integral unit capable of again being separated for repeated towing, which arrives at a site complete and ready for occupancy except for minor and incidental unpacking and assembly operations and is constructed so that it may be used without a permanent foundation, but excluding prefabricated homes or sections thereof which, when assembled, are over 19 feet in width.~~

MODEL HOME (SAMPLE HOME)/SALES OFFICE – A dwelling unit in a subdivision used as a sales office, or a modular unit used as a sales office for a subdivision.

MODULAR HOME – A factory built home constructed to be placed on a permanent foundation and certified as meeting the building code as applicable to modular housing. Once certified as meeting the standards of the building code, the home shall be subject to the same standards as site-built homes.

NATURAL CONDITION — Open space that is essentially unimproved and set aside, dedicated, designated, or reserved for public or private use.

NONCONFORMING LOT — A lot of record which conformed to the lawful minimum width and minimum area requirements for the zone in which it is located prior to the adoption or

amendment of this chapter but which fails to conform to the requirements of this chapter for the zone in which it is located by reason of such adoption or amendment.

NONCONFORMING USE OR BUILDING — A building, structure or use legally existing at the effective date of this chapter, or any amendment thereto, or a building, structure or use planned and the construction of which has begun in compliance with existing laws prior to the effective date of this chapter, or amendment thereto, and which does not conform to the use regulations of the district in which located.

OPEN SPACE — Land area to be left undeveloped as part of a natural resource preservation, recreation, bufferyards, or other open space provisions of this Chapter. Open space excludes areas in lots, street rights-of-way and parking. OUTDOOR WOODBURNING FURNACE — An accessory structure, designed and intended, through the burning of wood, for the purpose of heating the principal structure or any other site, building, or structure on the premises.

PARKING AREA, PRIVATE — An open area for the same uses as a private garage.

PARKING LOT — An area, other than a street or other public way, which contains more than one parking space and is used for the storage or parking of automobiles for any period of time.

PARKING SPACE — A paved accommodation used for parking motor vehicles and to which there is access from a street or alley.

PASSIVE RECREATION — Recreational uses, areas or activities oriented to noncompetitive activities which either require no special equipment or are natural areas.

PERMITTED USE — The specific purpose for which land or a building is designed, arranged or intended or for which it is or may be occupied or maintained. The term "permitted use" shall not be deemed to include any nonconforming use.

PLANNED UNIT DEVELOPMENT — A development providing housing of various densities, lot sizes, lot coverage and types, including related recreational and community facilities. The development may include commercial uses that are designed to serve the convenience needs of the residents of the development. The area of land required for a planned unit development shall be at least 10 contiguous acres except in the City Core area where the required area shall be two acres. For purposes of this definition the City Core area shall be identified as follows:

Starting at the location of the intersection of the center line of US 113 and the center line of DE 14 (also known as NW Front Street in Milford, Delaware), and

Proceeding east along the center line of DE Route 14 (NW Front Street) to the intersection of the center line of DE Route 14 (NW Front Street) and the center line of Truitt Avenue, and

Proceeding north along the center line of Truitt Avenue to the intersection of the center line of Truitt Ave and North Third Street, and

Proceeding east along the center line of North Third Street to the intersection of the center line of North Third Street and the center line of West Street, and

Proceeding north along the center line of West Street to the intersection of the center line of West Street and the center line of North Fourth Street, and

Proceeding east along the center line of North Fourth Street to the intersection of the center line of North Second Street, and

Hence approximately 290 feet N 50° W along the nearest property lines and hence approximately 1,470 feet N 35° E along the nearest property lines to the center line of Business Route 1 (also known as Rehoboth Boulevard), and

Proceeding southeast along the center line of Business Route 1 to the intersection of the center line of Business Route 1 and South East Front Street, and

Proceeding west along the center line of South East Front Street to the intersection of the center line of South East Front Street and the center line of Walnut Street, and

Proceeding south along the center line of Walnut Street to the intersection of the center line of Walnut Street and the center line of Causey Avenue, and

Proceeding west along the center line of Causey Avenue to the interception of the center line of Causey Avenue and center line of the railroad right-of-way (also known as the Norfolk Southern tracks), and

Hence approximately 3,280 feet N 70° W along the north shore of Silver Lake as mapped by a solid blue line on the 1993 US Geological Survey Milford DE 7 1/2 minute quadrangle map, to the center line of the north- bound lanes on the US Route 113 bridge over Silver Lake, and

Proceeding north along the center line of the northbound lanes of US Route 113 to the point of beginning at the intersection of the center line of the northbound lands of US Route 113 and the center line of DE Route 14 (also known as Northwest Front Street).

PROFESSIONAL OFFICE — Includes the office of a physician, dentist, optometrist, minister, architect, landscape architect, planner, engineer, insurance agent, financial advisor, realtor, accountant, lawyer, author or similar professional activity.

PUBLIC DRINKING WATER SYSTEM — A community, noncommunity, or nontransient, noncommunity water system which provides piped water to the public for human consumption. The system must have at least 15 service connections or regularly serve at least 25 individuals daily for at least 60 days.

PUBLIC USE — Includes governmental-owned uses such as schools, parks, civic centers, historical properties, fire stations, municipal buildings, essential public utilities that require enclosure within a building, airports and easements for alleys, streets and public utility rights-of-way.

PUBLIC WATER SUPPLY WELL — Any well from which the water is used to serve a community water system by Section 22.146 (Public Water Systems) in the Delaware State Regulations Governing Public Drinking Water Systems.

RECREATIONAL VEHICLE — A vehicle that is intended to be transported over the streets and highways (either as a motor vehicle or attached to or hauled by a motor vehicle) and is designed for temporary use as sleeping quarters, but does not satisfy one or more of the definitional criteria of a mobile home. Such structures shall not be considered dwelling units to be occupied for long term or permanent occupation.

REDEVELOPMENT — Any proposed expansion, addition, or major facade change to an existing building, structure, or parking facility.

RIGHT-OF-WAY — Land reserved for use as a street, alley or interior walk or for other public purpose.

ROOMING OR BOARDING HOUSE — A building or portion of a building that is arranged or used for the sheltering and feeding of more than three individuals.

RUNOFF — That portion of precipitation or snow melt that has not evaporated or infiltrated into the soil, but flows on land or impervious surfaces and discharges to a swale, ditch or stream.

SHOPPING CENTER – A retail commercial complex of four or more establishments, which is designed, developed, operated and controlled by a single-ownership, with accessory off-street parking located on the site to serve jointly all establishments in the complex.

SHORT-TERM RENTAL (30 DAYS OR LESS) – Renting of a furnished home or portion of a home listed for use on a daily or weekly basis in a residential district and not considered commercial lodging. Can be listed online ("Air Bnb", "HomeAway", or similar sites) or in physical media (newspaper, bulletin boards, etc.). If a stay is longer than 30 consecutive days, then this is not considered a short term rental and the conditions would not apply.

SKEWING — The design of a lot where a straight lot line is not practical. Therefore, a lot line or lines will run at a slant, and the lot will not be perfectly equal on all sides.

SOURCE WATER — Any aquifer from which water is drawn either periodically or continuously by a public water system.

SOURCE WATER ASSESSMENT AND PROTECTION PROGRAM (SWAPP) — Created by Congress as part of the Safe Drinking Water Act Amendments of 1996. The goal of the SWAPP is to better protect public drinking water resources by providing local and state governments and the public more information about those resources. The susceptibility of each source of public drinking water to various types of contamination will be determined and published.

SOURCE WATER ASSESSMENT AREA — The area delineated by the DNREC Source Water Assessment and Protection Program that contributes water to a public water supply system.

SOURCE WATER ASSESSMENT PLAN — The October 1999 U.S. EPA-approved plan for evaluating the sources of public drinking water in Delaware for their vulnerability and susceptibility to contamination.

SOURCE WATER ASSESSMENT REPORT (SWAP) — The identification and evaluation of the sources of water within the state used by public water systems in an effort to determine their vulnerability and susceptibility to contamination.

SOURCE WATER PROTECTION AREA — Wellhead protection areas and excellent groundwater recharge potential areas.

STACK or CHIMNEY — Any vertical structure enclosing a flue or flues that carry off smoke or exhaust from a solid fuel fired heating device or structure, including that part of the structure extending above a roof.

STORMWATER — The runoff of water from the surface of the land resulting from precipitation or snow or ice melts.

STORMWATER MANAGEMENT

(1) For water quantity control, a system of vegetative, structural, and other measures that may control the volume and rate of stormwater runoff which may be caused by land-disturbing activities or activities upon the land; and

(2) For water quality control, a system of vegetative, structural, and other measures that control adverse effects on water quality that may be caused by land-disturbing activities or activities upon the land.

STORY — That portion of a building included between the surface of any floor and the surface of the floor next above it or, if there is no floor above it, then the space between the floor and the ceiling next above it.

(1) STORY, HALF — A partial story under a gable, hip or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than four feet above the floor of such story.

(2) STORY, FIRST — The lowest story or the ground story of any building, the floor of which is not more than 12 inches below the average contact ground level at the exterior walls of the building.

STREET — A public or private thoroughfare which affords the principal means of access to abutting property, including an avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare, except an alley.

STRUCTURAL ALTERATION — Any change in the structural members of a building, such as walls, columns, beams or girders, or any addition to any structure.

STRUCTURE — Anything constructed, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground, including stationary and portable carports.

TINY HOUSE – A dwelling unit containing 400 square feet in area or less and certified as meeting the building code as applicable to tiny houses. Once certified as meeting the standards of the building code, the home shall be subject to the same standards as site-built homes unless otherwise indicated in this chapter.

UNDERGROUND STORAGE TANK (UST) — A UST is one or a combination of tanks, including underground pipes, the volume of which is 10% or more belowground, as defined in the Delaware Regulations Governing Underground Storage Tank Systems. The following USTs are not subject to the design, construction, operation, and maintenance requirements of the Delaware UST Regulations: residential heating fuel, agricultural, and residential motor fuel USTs less than 1,100 gallons and any UST less than 110 gallons.

VACANT PROPERTY — Lands or buildings that are not actively used for any purpose as designated in the underlying zoning district/overlay for one year.

VARIANCE — The Board of Adjustment's authorized departure to a minor degree from the text of this chapter in direct regard to a hardship or exceptional practical difficulty peculiar to an individual lot, in accordance with the procedures set forth in this chapter.

VEHICLE HEIGHT — A vehicle height will be determined by measuring from the ground surface to the top of the vehicle, as stored.

VEHICLE LENGTH — A vehicle length will be determined by the physical measurement of the outside dimension of said vehicle, i.e., a boat will be measured from the bow to the stern, a camper/motor home will be measured from bumper to bumper, a utility trailer or camper trailer will be measured front to rear excluding the trailer tongue, a boat trailer will be measured from the rear to the point of the bow support excluding the tongue.

WASTEWATER — Solid, semi-solid or water-carried waste from septic tanks, water closets, residences, buildings, industrial establishments, or other places, together with such groundwater infiltration, subsurface water, and mixtures of industrial wastes or other wastes as may be present.

WATER QUALITY — Those characteristics of stormwater runoff from an impervious surface or a land-disturbing activity that relate to the chemical, physical, biological, or radiological integrity of water.

WATER QUANTITY

(1) Those characteristics of stormwater runoff that relate to the volume of stormwater runoff to downstream-gradient areas resulting from land-disturbing activities.

(2) Those characteristics of stormwater that relate to the volume of stormwater that infiltrates the land surface and enters the underlying aquifer.

WELLHEAD — The upper terminal of a well, including adapters, ports, seals, valves, and other attachments.

WELLHEAD PROTECTION AREAS (WHPA) — Surface and subsurface areas surrounding public water supply wells or well fields where the quantity or quality of groundwater moving toward the wells or well fields may be adversely affected by land use activity.

WELLHEAD PROTECTION PLAN — The March 1990 U.S. EPA-approved plan for protecting the quality of drinking water derived from public water supply wells in Delaware.

YARD — An open space as may be required by this chapter, on the same lot with a building or a group of buildings, which open space lies between the principal building or group of buildings and the nearest lot line and is unoccupied and unobstructed from the ground upward except as permitted in this chapter.

(1) YARD, FRONT — An open space extending the full width of the lot between a building and the front lot line, unoccupied and unobstructed from the ground upward except as specified elsewhere in this chapter. The front yard is measured from the right-of-way line.

(2) YARD, REAR — An open space extending the full width of the lot between a building and the rear lot line, unoccupied and unobstructed from the ground upward except as specified elsewhere in this chapter.

(3) YARD, SIDE — An open space extending from the front yard to the rear yard between a building and the nearest side lot line, unoccupied and unobstructed from the ground upward except as specified elsewhere in this chapter.

YARD SALE or GARAGE SALE — A permitted temporary sales activity principally involving household items and/or consumer goods, conducted by the owner (or residential tenant) of real property upon said property which is residentially zoned and used primarily for residential purposes. A yard sale is typically limited to a one-day event but not longer than two consecutive days. Provided however, that such temporary sales activity shall, under no circumstances, last more than four total days during any particular calendar year upon any real property.

ZONING MAP — The Official Zoning Map of the City of Milford, Delaware.

B. Words not defined in Subsection A. Words not defined above shall have the meanings given in Webster's Unabridged Dictionary.

C. Word usage. Words used in the present tense include the future; the singular number includes the plural, and the plural the singular; the word "building" includes the word "structure"; the word "occupied" includes the words "designed or intended to be occupied"; and the word "used" includes the words "arranged or intended to be used."

ARTICLE III - Use and Area Regulations

§ 230-9. - R-1 Single-Family Residential District.

In an R-1 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The intent of the R-1 Residential District is to preserve the spacious residential atmosphere and quality of living of existing low-density residential development, to provide for the orderly and appropriate development of new low-density housing and to allow related uses that would not be detrimental to the residential character of the district.

B. Permitted uses. Permitted uses for the R-1 District shall be as follows:

(1) A single-family detached residential dwelling.

(2) Farming, agricultural activities and roadside stands for the sale of farm and nursery products produced on the property where offered for sale.

(3) Municipal and public services and facilities, including City Hall, water storage towers, water reservoirs, water pumping stations, water treatment plants, sewage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, public transportation bus or transit stops, police and fire stations and substations for electric, gas and telephone facilities.

(4) Parks, playgrounds, athletic fields, recreation buildings, swimming pools and community centers operated on a noncommercial basis for recreation purposes.

(5) Customary residential accessory uses, such as private garages, swimming pools~~, and~~ storage sheds, **and small scale solar & wind energy systems** may be located in any required side or rear yard provided:

(a) The primary residence must exist or be under construction.

(b) All such buildings in the aggregate shall not occupy more than 30 percent of the area of the required rear and side yard.

(c) An accessory structure may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter with the inclusion of attached garages.

(d) Such buildings shall be setback five feet from any lot line and shall not be located less than five feet from a principal structure.

(e) Accessory small scale solar & wind energy systems which are attached to a principal structure or other accessory structure must meet the area regulations for principal structures and accessory structures outlined in this Chapter.

(6) Chicken Hens. The keeping of chickens at single-family detached dwellings and single-family semi-detached separately owned dwellings are permitted provided the following conditions are met.

(a) No more than four chicken hens shall be kept per property.

(b) Keeping of roosters shall be prohibited.

(c) Slaughtering of chickens shall be prohibited.

(d) All chicken hens shall be housed in a roofed coop that is stationary, secure and enclosed in a way that contains the chickens.

(e) The minimum coop size shall be three square feet per chicken. The maximum overall coop size shall not exceed 20 square feet.

(f) An outside run is permitted when attached to the coop.

(g) If an outside run is provided, it shall be no bigger than 10 square feet per chicken and shall be enclosed in a way that contains the chickens.

(h) The coop and outside run shall be constructed in a rear yard and shall not be within 30 feet of any main building on an adjacent lot.

(i) All coops and runs are subject to setbacks for accessory structures.

(j) All coops and runs shall be screened from the view at ground level from adjacent lots by using fencing, landscaping, or a combination thereof.

(k) Chickens shall be registered with the Delaware Department of Agriculture.

(l) A building permit shall be required for the construction of the coops and outside runs.

(7~~6~~) Home occupational/office (subject to the following special requirements):

(a) The business activity shall be compatible with the residential zoning of the property and surrounding uses.

(b) The use is carried on entirely by the inhabitants of the dwelling, and shall employ no employees other than family members residing in the dwelling.

(c) The use does not involve any customer, client, or patient visits, whether vehicular or pedestrian, to the dwelling.

(d) Such use involves no pickup, delivery, or removal functions to or from the premises in excess of those normally associated with the residential use.

(e) There shall be no display or sale of retail goods and no stockpiling or inventory of a substantial nature.

(f) There shall be no outside appearance of a business use, including, but not limited to, parking, signs or lights.

(g) The business activity may not use any equipment or process which creates noise, vibration, glare, fumes, odors or electrical or electronic interference detectable to normal senses beyond the property in excess of levels customarily generated by a residential use.

(h) The business activity may not generate any solid waste or sewage discharge, in volume or type, which is not normally associated with residential use in the neighborhood.

(i) The business activity shall only be conducted within the dwelling and the floor area devoted to such use shall not exceed 30 percent of the total floor area for the principal residential structure.

(j) As long as all other criteria is met, more than one home occupation shall be permitted per lot or dwelling.

(k) The practice of a home occupation shall be conducted entirely within the dwelling which is the bona fide residence and under ownership of the principal practitioner or contained entirely within an accessory building and located on the same lot as the dwelling.

(l) There shall be no change in the exterior appearance of the dwelling, any accessory building and/or the lot, which would cause the premises to differ from its residential character.

(m) There shall be no storage or use upon the premises (beyond normal household use) of toxic, explosive, polluting, dangerous, or other substances defined as hazardous by DNREC, or through applicable regulations.

(n) There shall be no unenclosed exterior storage of material or refuse resulting from the home occupation.

(o) Prohibited minor home occupations. Minor home occupations shall not include the following uses:

[1] Animal shelter, commercial kennel or veterinary office;

[2] Rooming or boarding home;

[3] Bed and Breakfast;

[4] Funeral home;

[5] Restaurant;

[6] Outdoor café;

[7] Club or lodge;

[8] Medical or dental office;

[9] Retail shop;

[10] Rental business;

[11] Furniture stripping;

[12] Auto or small engine repair;

[13] Painting of vehicles, trailers, or boats;

[14] Manufacturing, repairing or other mechanical work performed in connection with the home occupation performed in any outdoor area;

[15] Private school with organized classes; private schools are defined as any building or groups of buildings, the use of which meets state requirements for elementary, secondary or higher education and which does not secure the major part of its funding from any governmental agency;

[16] Welding shop;

[17] Other uses of similar character to those listed above.

(8~~7~~) Family day care home. An occupied residence in which a person provides care for children other than his/her own family and the children of close relatives for compensation. Such care in a family day care home is limited to that care given to six or fewer children with a maximum of three children allowed for after school care. Such child care facility shall be permitted as an accessory use.

(9) Group Home, for the care of disabled or elderly persons.

(10) Model home (Sample Home)/Sales Office

(11) Short-term Rental.

(a) The structure rented must be a legal residential unit in the zoning district either as the principal dwelling, a room or area within said dwelling, or an approved accessory dwelling unit. In no case shall a tent, recreational vehicle, or travel trailer be used as a short-term rental.

(b) The primary unit shall remain owner occupied.

(c) Trash service requested from the property cannot be increased as part of this use.

(d) No more than one listing can occur per property and must be habitable space as defined by this chapter.

C. Conditional uses subject to special regulations. The following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions in Article IX of this chapter:

(1) Churches and other places of worship and cemeteries.

(2) Public and private elementary, junior or senior high schools.

(3) Day-care facilities, including large family day cares involving more than six children.

(4) Conversion of a one-family dwelling into multiple dwelling units, if such dwelling is structurally sound but too large to be in demand for one-family use and if that conversion would not impair the character of the neighborhood, subject to conformance with the following requirements:

(a) There shall be a lot area of at least 2,000 square feet for each unit to be accommodated.

(b) There shall be a gross leasable floor area, computed as the sum of those areas enclosed by the outside faces of all exterior walls surrounding each story used for the residence, exclusive of any area for any accessory private garage, of at least 500 square feet per family to be accommodated.

(c) Fire escapes and outside stairways leading to a second or higher story shall, where practicable, be located on the rear of the building and shall not be located on any building wall facing a street.

(5) Accessory dwelling units. Accessory dwelling units include accessory apartments and accessory cottages and are subject to the following requirements;

(a) One dwelling unit on the property shall be owner-occupied. A notice and declaration of land use restriction to this effect shall be signed and recorded prior

to issuance of a certificate of use and/or building permit for the accessory dwelling unit.

(b) Only one accessory dwelling unit (either apartment or cottage) shall be permitted per property.

(c) Accessory Apartments.

[1] Accessory apartments are only permitted within single-family detached dwellings.

[2] The floor area of an accessory apartment shall not exceed 35% of the single-family detached dwelling.

(d) Accessory Cottages.

[1] An accessory cottage shall contain at least 220 square feet of floor area. The floor area of an accessory cottage shall not exceed 40% of the floor area of the single-family detached dwelling to which it is accessory or 1,200 square feet, whichever is greater.

[2] For an accessory cottage which will be a new structure, the exterior materials, roof form, and window spacing and proportions of the accessory cottage shall approximate those of the existing or proposed single-family detached dwelling.

[3] For an accessory cottage located within an existing garage or other outbuilding, the structure is not required to approximate the exterior features of the existing single-family detached dwelling, but any exterior modification should be consistent with the architectural style of that structure unless the building is upgraded per the requirements for new structures.

[4] Accessory cottages shall comply with the principal structure setbacks for the respective zoning district, unless the accessory cottage is located within an existing garage or other outbuilding, for which the structure must meet the accessory structure setbacks for the respective zoning district.

(6) Major Home Occupation. A home occupation that does not meet one or more of the criteria for a minor home occupation shall be defined as a major home occupation and subject to the following requirements:

(a) Major home occupations shall be permitted only in single-family detached dwellings or an accessory structure to a single-family detached dwelling

(b) The area used for a major home occupation shall not exceed 30 percent or 600 square feet of the total floor area of the principal residential structure or accessory structure.

(c) No more than one person, other than resident members of the immediate family may be employed or subcontracted at the residence. Use of nonresident employees must have prior approval from City Council.

(d) No more than two clients at any one given time shall be permitted to visit the premises to conduct business related to the major home occupation.

(e) No articles shall be sold or offered for sale except those produced on the premises. Such sales must have prior approval from City Council.

(f) Where employees or customer visits are anticipated, off-street parking shall be provided in a sufficient capacity to prevent interference with normal residential parking in the neighborhood. Minimum off-street parking shall apply as outlined in Article IV Off-street Parking and Loading Standards.

(g) Beauty parlors and barber shops may be permitted as a major home occupation provided that no more than two stylist or barber chairs are provided and all other provisions of this ordinance are met.

(h) Instructional services may be permitted as a major home occupation provided that a maximum of three students may be instructed at any one time, and there shall be no more than two trips per hour.

(i) The practice of a home occupation shall be conducted entirely within the dwelling which is the bona fide residence and under ownership of the principal practitioner or contained entirely within an accessory building and located on the same lot as the dwelling.

(j) There shall be no change in the exterior appearance of the dwelling, any accessory building and/or the lot, which would cause the premises to differ from its residential character.

(k) The business activity may not use any equipment or process which creates noise, vibration, glare, fumes, odors or electrical or electronic interference detectable to normal senses beyond the property in excess of levels customarily generated by a residential use.

(l) Deliveries from major commercial suppliers which may be disruptive to the neighborhood shall not be made between the hours of 8:00 pm prevailing time and 8:00 am prevailing time.

(m) There shall be no storage or use upon the premises (beyond normal household use) of toxic, explosive, polluting, dangerous, or other substances defined as hazardous by DNREC, or through applicable regulations.

(n) There shall be no unenclosed exterior storage of material or refuse resulting from the home occupation.

(o) All commercial vehicles shall be parked on the same lot as the home occupation, and only one commercial vehicle may be parked outside of a garage, enclosed structure, or screened parking space within the lot boundaries. Such a commercial vehicle shall have no more than two axles. There shall be not storage of tractor-trailers on the lot on which the home occupation is located.

(p) Prohibited major home occupations. Major home occupations shall not include the following uses:

[1] Animal shelter, commercial kennel or veterinary office;

[2] Rooming or boarding home;

[3] Bed and Breakfast;

[4] Funeral home;

[5] Restaurant;

[6] Outdoor café;

[7] Club or lodge;

[8] Medical or dental clinic (two or more doctors or dentists);

[9] Retail shop;

[10] Rental business;

[11] Furniture stripping;

[12] Auto or small engine repair;

[13] Painting of vehicles, trailers, or boats;

[14] Manufacturing, repairing or other mechanical work performed in connection with the home occupation performed in any outdoor area;

[15] Private school with organized classes; private schools are defined as any building or groups of buildings, the use of which meets state requirements for elementary, secondary or higher education and which does not secure the major part of its funding from any governmental agency;

[16] Welding shop;

[17] Other uses of similar character to those listed above.

(7) Social club or fraternal, social service, union or civic organization.

(8) Cultural facilities, including a library, museum or art gallery.

(9) Country club, regulation golf course, including customary accessory uses, provided that all buildings have a minimum setback of 120 feet from all street and property lines.

(10) Planned unit development, see requirements in Chapter 230-19.9.

(11) Bed-and-breakfast, subject to the following requirements:

(a) The bed-and-breakfast establishment does not adversely affect the residential character of the neighborhood and such use is carried on in an existing residential structure.

(b) The building proposed for use as a bed-and-breakfast must have the owner of the bed-and-breakfast residing in the building as his/her principal residence.

(c) The serving of meals shall be limited to breakfast and afternoon tea for overnight guests and customers.

(d) Rooms used for sleeping shall be part of the primary residential structure and shall not have been specifically constructed for rental purposes.

(e) No exterior alterations other than a sign and those required by law to ensure the safety of the structure shall be made.

(f) The bed-and-breakfast operation shall not use more than 50% of the floor area of the principal residence. Common areas such as the kitchen, foyer, living room or dining room are not included in this calculation.

(g) No areas shall be floodlit. Drives and parking areas shall not be illuminated by lighting fixtures higher than 20 feet. Sidewalks shall not be illuminated by lighting fixtures higher than 15 feet. Exterior lighting shall be ~~so~~ shaded as to prevent illumination off-site. All external lighting, except for demonstrated security needs, shall be extinguished by 10:00 p.m.

(12) Funeral Home or undertaker

(13) Group Home, other than for the care of disabled and elderly persons.

(a) The lot on which the group home is proposed shall not be located within 500 feet of a lot on which another group home is located.

(b) All required state licenses and permits for such a facility shall be obtained prior to the issuance of a Certificate of Occupancy for said use and shall be maintained as current throughout the period of such usage as a group home.

(c) Floor plans and a plot plan shall be submitted with the application.

(d) No alteration, addition, or other structural change to the interior or the exterior of any single-family building in which a group home is proposed to be located shall be permitted is such alteration, addition, or other structural change would alter the essential single-family character of the building.

(14) Emergency shelter facility.

(a) The lot on which an emergency shelter facility is located shall not be within 500 feet of a lot on which another emergency shelter facility or group home is located.

(b) All state licenses and permits for such a facility have been obtained.

D. Area regulations.

(1) Minimum lot area shall be 10,000 square feet. Minimum interior lot shall be 10,000 square feet. Minimum corner lot shall be 13,000 square feet.

(2) Maximum lot coverage shall be 40%.

(3) Minimum lot width shall be 80 feet.

(4) Height of buildings shall not exceed 35 feet. Accessory buildings **or structures** shall not exceed 15 feet in height.

(5) Minimum front yard setback line shall be 25 feet.

(6) Minimum rear yard shall be 25 feet. For corner lots the rear yard may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(7) Side yards shall be provided as follows: each lot shall have two side yards with a minimum of 12 feet each.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Signs shall comply with the requirements provided in Article VI of this chapter.

(10) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(11) Open space and recreational requirements shall comply with Chapter 230-19.7.

(12) Accessory structures for non-residential uses in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(13) Accessory structures for non-residential uses shall be located in the side and rear lot areas.

(14) Accessory structures for non-residential uses shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-10. - R-2 Residential District.

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

A. Purpose. The purpose of the R-2 District is to permit housing at a greater density than in the R-1 District by providing for the orderly development of low- to medium-density residential housing into those areas where public services are available. This district also allows for professional home occupations. Finally, it protects existing developments of this nature and excludes noncompatible ones.

B. Permitted uses: **Permitted uses of the R-2 District shall be as follows:** ~~all permitted uses in the R-1 District.~~

(1) All permitted uses in an R-1 District.

(2) Single-family semidetached dwelling.

C. Conditional uses: all uses specified as conditional uses in the R-1 District subject to its area regulations, ~~and the following uses~~ may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with Article IX of this chapter:

~~(1) Single-family semidetached dwelling.~~

D. Area regulations.

(1) For permitted uses and single-family semidetached dwellings not separately owned:

(a) Minimum interior lot area shall be 8,000 square feet and minimum corner lot area shall be 13,000 square feet.

(b) Maximum lot coverage shall be 40%.

(c) Minimum lot width shall be 80 feet.

(d) Height of buildings shall not exceed 35 feet. Accessory buildings shall not exceed 15 feet in height.

(e) Minimum front yard setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.

(g) Side yards shall be provided as follows: each lot shall have two side yards a minimum width of eight feet on each side.

(2) For single-family semidetached dwellings separately owned:

(a) Minimum interior lot area shall be 4,000 square feet and minimum corner lot area shall be 6,500 square feet.

(b) Maximum lot coverage shall be 40%.

(c) Minimum lot width shall be 40 feet.

(d) Height of buildings shall not exceed 35 feet. Accessory buildings shall not exceed 15 feet in height.

(e) Minimum front yard setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.

(g) Side yard shall be provided as follows: each lot shall have one side yard a minimum width of eight feet.

(3) Parking shall comply with the requirements provided in Article IV of this chapter.

(4) Signs shall comply with the requirements of Article VI of this chapter.

(5) Landscape screening shall comply with the requirements of Article V of this chapter.

(6) Open space and recreational amenities shall comply with Chapter 230-19.7.

(7) Accessory structures for non-residential uses in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(8) Accessory structures for non-residential uses shall be located in the side and rear lot areas.

(9) Accessory structures for non-residential uses shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-11. - R-3 Garden Apartment and Townhouse District.

In an R-3 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The purpose of the R-3 District is to provide for the orderly development of existing and proposed medium- to high-density residential areas where adequate public facilities exist. The district will permit development of garden-type apartments as well as townhouses that will yield high densities in selected areas, multifamily dwellings and a variety of housing types.

B. Permitted uses. Permitted uses for the R-3 District shall be as follows:

(1) All permitted uses in an R-2 District

~~(2) Single-family semidetached dwellings.~~

(2~~3~~) Two-family dwellings.

(3~~4~~) Townhouses.

(4~~5~~) Garden Apartments.

C. Conditional uses subject to special regulations. All uses specified as conditional uses in the R-1 District and the following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions of Article IX of this chapter and are subject to the area regulations for the R-1 zoning district unless otherwise noted below:

(1) Rooming or boarding houses.

(2) Business or Professional offices (nonresident); minimum lot size one acre.

(3) Nursing homes; minimum lot size one acre.

(4) M**anufactured** ~~obile~~ home parks**.**

(5) Tiny Home Village.~~, subject to conformance with the following requirements and subject to site plan review:~~

~~(a) The total area to be developed as a mobile home park shall be at least 20 acres.~~

~~(b) The maximum density shall not exceed eight units per acre.~~

~~(c) Mobile home parks with more than 25 units shall provide at least 5,000 square feet or 400 square feet per lot of open space. At least 10% of the open space shall be developed as a recreational area.~~

~~(d) Landscape screening shall be required along all property lines. The screening shall be accomplished with an evergreen hedge, shrubs or trees. The screen shall be located not less than five feet from the property line.~~

~~(e) Common sidewalks four feet in width shall be required where pedestrian traffic is located. Individual sidewalks 2 1/2 feet wide shall connect each mobile home unit to the common walk.~~

~~(f) Off-street parking shall be provided on the basis of two spaces per lot. All parking areas shall be located not more than 400 feet from the mobile home unit. There shall be no on-street parking.~~

~~(g) Streets shall be required from abutting public streets to individual lots. The streets shall be designed to minimize congestion and traffic hazards and must be built to the street and storm drainage specifications of Chapter 200, Subdivision of Land, of this Code. No more than two streets shall intersect at one point.~~

~~(h) Minimum requirements for mobile home lots.~~

~~[1] Lot area shall be 5,000 square feet per mobile home.~~

~~[2] Width shall be 40 feet.~~

~~[3] Public street setback shall be 50 feet.~~

~~[4] Mobile home park setback shall be 35 feet.~~

~~[5] Mobile home street or parking area setback shall be 30 feet.~~

~~[6] Distance from other mobile homes and buildings shall be 25 feet.~~

~~[7] One patio shall be required per unit, 10 feet by 40 feet paved.~~

~~[8] Landscaping shall be one tree per lot.~~

~~[9] Mobile homes must meet the requirements of the Federal Manufacturer Housing Construction and Safety Standard Act of 1974.~~

~~[10] The entire lot occupied by a mobile home park shall be maintained in single ownership throughout the entire life of the mobile home park.~~

D. Area regulations.

(1) Single-family and two-family dwellings shall be subject to the following area regulations:

(a) Minimum lot area shall be 7,500 square feet.

(b) Maximum lot coverage shall be 40%.

(c) Minimum lot width shall be 60 feet.

(d) Minimum front yard setback line shall be 30 feet.

(e) Side yards shall be provided as follows: each lot shall have at least two side yards eight feet in width, except semidetached structures, which shall have at least one side yard per lot eight feet in width.

(f) Minimum rear yard setback shall be 15 feet. For corner lots the rear yard setback may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(2) Single-family semidetached

(a) Minimum interior lot area shall be 4,000 square feet and minimum corner lot area shall be 6,500 square feet.

(b) Maximum lot coverage shall be 40%.

(c) Minimum lot width shall be 40 feet.

(d) Minimum front yard setback line shall be 30 feet.

(e) Side yards shall be provided as follows: each lot shall have at least two side yards eight feet in width, except semidetached structures, which shall have at least one side yard per lot eight feet in width.

(f) Minimum rear yard setback shall be 15 feet. For corner lots the rear yard setback may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(3) Townhouses or row dwellings, subject to the following requirements:

(a) Minimum townhouse project size shall be one acre.

(b) Minimum lot area shall be 2,000 square feet.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 20 feet.

(e) Minimum front yard setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 30 feet.

(g) Minimum side yard setback shall be 10 feet, aggregate 30 feet.

(h) The number of dwelling units per group shall not exceed eight nor be fewer than three.

(i) The number of dwelling units per acre shall not exceed 12.

(j) There shall be within any contiguous group of townhouses at least three different architectural plans having substantially different designs and building materials. In addition, no more than three continuous townhouses shall have the same front setback, and the variations in front setback shall be at least four feet.

(4) Garden or low-rise apartments, subject to the following requirements:

(a) Minimum apartment project size shall be one acre, with a minimum of 2,500 square feet of lot area for each dwelling unit.

(b) Maximum lot coverage shall be 80%.

(c) Minimum lot width shall be 50 feet.

(d) Minimum front yard setback shall be 30 feet.

(e) Minimum rear yard setback shall be 30 feet.

(f) Minimum side yard setback shall be 20 feet.

(g) The maximum number of dwelling units per building shall be 24.

(h) The number of dwelling units per acre shall not exceed 16.

(i) Distance between buildings or groups of buildings shall be as follows: each building or group of buildings shall be at least 25 feet from any other building or group of buildings.

(5) Manufactured Home Parks

(a) The total area to be developed as a mobile home park shall be at least one acre.

(b) The number of dwelling units per acre shall not exceed 8.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 40 feet.

(e) Minimum lot area shall be 4,000 square feet.

(f) Minimum front yard setback shall be 25 feet.

(g) Minimum rear yard setback shall be 15 feet.

(h) Minimum side yard setback shall be 8 feet.

(i) Mobile homes must meet the requirements of the Federal Manufacturer Housing Construction and Safety Standard Act of 1974.

(6) Tiny Home Village

(a) The total area to be developed as a tiny home village shall be at least one acre.

(b) The number of dwelling units per acre shall not exceed 8.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 40 feet.

(e) Minimum lot area shall be 4,000 square feet.

(f) Minimum front yard setback shall be 25 feet.

(g) Minimum rear yard setback shall be 15 feet.

(h) Minimum side yard setback shall be 8 feet.

(i) Tiny homes must meet the requirements of the adopted building code of the City of Milford.

(7~~5~~) Heights of buildings shall not exceed 35 feet. Accessory buildings shall not exceed 15 feet in height.

(8~~6~~) Parking shall comply with the requirements provided in Article IV of this chapter.

(9~~7~~) Signs shall comply with the requirements provided in Article VI of this chapter.

(10~~8~~)Landscape screening shall comply with the requirements provided in Article V of this chapter.

(11~~9~~)Open space and recreational amenities shall comply with the requirements of Chapter 230-19.7.

(12~~10~~) Accessory structures for non-residential uses in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(13~~11~~) Accessory structures for non-residential uses shall be located in the side and rear lot areas.

(14~~12~~) Accessory structures for non-residential uses shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-12. - C-1 Community (Neighborhood) Commercial District.

In a C-1 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The C-1 District will provide for limited commercial and professional services activities that can be compatible in a neighborhood setting to provide goods and services to local residents.

B. Permitted uses. Permitted uses for the C-1 District shall be as follows:

(1) Single-family detached dwelling.

(2) Professional Offices.

(3) Financial institutions, loan companies and banks.

(4) Personal service establishments.

(5) Studio for artists, designers, photographers, musicians, sculptors and related uses, including sales.

(6) Retail food stores, such as bakeries, candy and convenience stores (without gas pumps) and grocery meat markets.

(7) Restaurants, excluding fast-food service or franchised food service operated restaurants.

(8) Retail sales and specialty stores.

(9) Repair and servicing, indoor and off site, of any article for sale which is permitted in this district.

(10) Public parking lot.

~~(11) Off-street parking as an accessory use.~~

(**11**~~12~~) Municipal and public services and facilities, including City Hall, water storage towers, water reservoirs, water pumping stations, water treatment plants, sewage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, public transportation bus or transit stops, police and fire stations and substations for electric and gas facilities.

(**12**~~13~~) Community recreation center, as a nonprofit community service.

(**13**~~14~~) Laundromats.

~~(15) Neighborhood shopping centers, to include only those uses permitted in this section, as listed above, and subject to the following special requirements:~~

~~(a) Maximum lot size for the grouping of stores shall be 1 1/2 acres.~~

~~(b) Maximum floor area for any single permitted establishment within the neighborhood shopping center shall be 30,000 square feet.~~

~~(c) Minimum lot width shall be at least 250 feet.~~

~~(d) Minimum distance between any building or accessory use, except parking, and any residential district shall be 50 feet.~~

~~(e) Minimum distance between any access driveway (including ingress or egress points) and any residential district shall be 50 feet.~~

(14) Group Home, for the care of disabled or elderly persons.

C. Conditional uses subject to special requirements. The following uses are permitted subject to receiving a conditional use permit by the City Council as provided in Article IX of this chapter:

(1) Convenience stores with gas pumps.

~~(2) Community residential treatment program.~~

~~(a) These are minimum requirements, and community residential treatment programs are additionally subject to those requirements imposed by the Planning Commission and/or the City Council.~~

~~[1] Prior to occupancy of the facility, the program will obtain any applicable license from the State of Delaware. City approval is conditional upon the Zoning Office receiving state confirmation that an appropriate license has been issued or certification that a license is not required by the state. If a license is not required by the State of Delaware, minimum standards may be required by the City.~~

~~[2] The program will require a planned program of care consisting of full-time programmatic supervision, counseling and/or therapy and assistance in the development of daily skills.~~

~~[3] The program shall include a description of client population, services provided, staffing schedule and client/staff ratio.~~

~~[4] The program will be operated under the authority of a reputable governing board, proprietor or government official to whom staff are responsible and who will be available to City officials, if necessary, to resolve complaints pertaining to the facility. Each provider shall send complaint procedures to every property owner within 200 feet of the property within 45 days subsequent to City approval to facilitate good neighbor relations. The operators will have a workable, written plan that includes a method for recording and resolving complaints by neighbors pertaining to the operation of the program. Complaints, efforts to resolve complaints and the results of such efforts shall be recorded.~~

~~[5] The design of the facility will be compatible with the neighborhood within which it is located, including its landscaping and architecture.~~

~~[6] The health and safety of the residents will be protected. Community residential programs shall meet all City ordinances and regulations, including review by the Office of the State Fire Marshal and the Department of Public Health.~~

~~[7] Community residential programs shall be located a minimum of 1,500 feet from any other community residential program or school.~~

~~[8] The following documentation will be required to be submitted with the application:~~

~~[a] Site plan, including parking area and landscaped area.~~

~~[b] Floor plan, with elevation drawings or photographs of existing building.~~

~~[c] List of board members, proprietors or governmental officials to whom staff are responsible.~~

~~[d] Written neighborhood relations plan.~~

~~[e] Complaint recording and resolution plan.~~

(~~3~~2) Daycare Centers.

(34) Undertaker or funeral home.

(4) Group Home, other than for the care of disabled and elderly persons.

(a) The lot on which the group home is proposed shall not be located within 500 feet of a lot on which another group home is located.

(b) All required state licenses and permits for such a facility shall be obtained prior to the issuance of a Certificate of Occupancy for said use and shall be maintained as current throughout the period of such usage as a group home.

(c) Floor plans and a plot plan shall be submitted with the application.

(d) No alteration, addition, or other structural change to the interior or the exterior of any single-family building in which a group home is proposed to be located shall be permitted is such alteration, addition, or other structural change would alter the essential single-family character of the building.

(5) Emergency shelter facility.

(a) The lot on which an emergency shelter facility is located shall not be within 500 feet of a lot on which another emergency shelter facility or group home is located.

(b) All state licenses and permits for such a facility have been obtained.

D. Area regulations.

(1) Minimum lot area shall be 10,000 square feet.

(2) Maximum lot coverage shall be 80%.

(3) Minimum lot width shall be 80 feet.

(4) Height of buildings shall not exceed 35 feet.

(5) Minimum front yard setback shall be 25 feet.

(6) Side yards shall be at least 12 feet in width.

(7) Minimum rear yard shall be 25 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures for residential uses shall be located at least 5 feet from the rear lot line and at least 5 feet from the side lot line and shall not be located less than 5 feet from a principal structure.

(14) Accessory structures for non-residential uses shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-13. - C-2 Central Business District.

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

A. Purpose. The purpose of the C-2 District is to create an atmosphere that encourages the preservation and revitalization of the Central Business District. Specifically, the regulations are designed to encourage the development and opening of new businesses. This may be accomplished by providing an attractive and convenient shopping center or mall that is organized and developed as an integrated unit. The district regulations also recognize the unique circumstances that are peculiar to the downtown area.

B. Permitted uses. Permitted uses for the C-2 District shall be as follows:

(1) Those permitted uses in the C-1 District.

(2) Taverns and tap rooms.

(3) Libraries, museums, art galleries and public information centers.

(4) Churches and other places of worship.

(5) Fraternal, social service, union or civic organization.

(6) Publishing, printing and reproduction establishments.

(7) Indoor storage facilities as an accessory use to any of the permitted uses in this district.

(8) The outdoor display of merchandise, if done in a reasonable manner and if the display is kept neat and orderly as determined by the Planning Director or designee. Furthermore, the outdoor display may not interfere with the safe and efficient flow of pedestrian traffic.

(9) Craft distillery and microbrewery establishments, provided that:

(a) All permits and approvals required by the Delaware Alcoholic Beverage Commission are obtained and remain in full force and effect.

(b) All aspects of the distilling or brewing process are completely confined within a building, including storage of all materials and finished products.

(c) Such establishment offers the public, on a regular and continuing basis, various activities ancillary to its distilling and/or brewing process, including by way of example: tours of the premises, educational classes, demonstrations, tasting rooms, and retail sales areas limited to the sale of beer, mead, cider, or spirits brewed or distilled on the premises for consumption off-premises and other retail items.

(d) On-site consumption or tasting associated with a craft distillery or microbrewery establishment shall be permitted. Any area associated with on-site consumption or tasting shall not operate as a stand-alone bar or tavern, shall be located on the premises of the craft distillery or microbrewery establishment, and shall be ancillary to the primary use. "Ancillary" for purposes of this section means

subordinate, auxiliary, smaller and less intensive than the primary use. On-site consumption or tasting of alcohol shall be limited to those products brewed or distilled on the premises, except as otherwise permitted by Delaware Law.

(e) All food sales shall be limited to prepackaged snack items or those food items prepared by a food establishment licensed by the State of Delaware. If a craft distillery or microbrewery intends to operate on its premises a food establishment that is otherwise a permitted use in this district (i.e. restaurant, café, or full-service restaurant), the City may require the property owner to provide the City with a letter of no objection from the Delaware Alcoholic Beverage Control Commissioner regarding the operation of a food establishment on the premises of a craft distillery or microbrewery.

(f) Outdoor seating and gathering areas shall be permitted subject to the following requirements:

[1] Permanent and temporary outdoor seating and gathering areas shall be subject to building permit application and approval requirements.

[2] Outdoor seating and gathering areas and ancillary improvements shall include physical barriers from public rights-of-way and physical and visual barriers from adjoining properties. Physical barriers along public rights-of-way shall restrict access from the public rights-of-way to the outdoor seating and gathering areas and shall not exceed four feet in height. Barriers along adjoining property lines shall create a physical and visual barrier consisting of fencing six feet in height or vegetation at least six feet in height. The regulations herein shall be in addition to any regulations imposed by the State of Delaware.

[3] Maximum occupancy and points of ingress/egress shall be clearly marked. Occupancy of outdoor seating and gathering areas shall not exceed one person per 15 square feet of the outdoor seating and gathering areas identified in the building plans or any other occupancy limit established by the Office of the State Fire Marshall.

[4] All structures and uses related to outdoor seating and gathering areas and facilities are subject to the City of Milford Building Code and the City of Milford Zoning Code.

[5] The occupancy of outdoor seating and gathering areas shall be included when calculating the building requirements and minimum parking standards required by the City of Milford and State of Delaware. Outdoor seating and gathering areas shall meet all requirements of the City of Milford and the State of Delaware.

[6] Tables, chairs, umbrellas, equipment, games, and any other items provided in connection with outdoor seating and gathering areas shall be maintained in good repair and shall be secured during non-business hours in a safe and orderly manner.

[7] Any licensing required by the Delaware Alcoholic Beverage Control Commissioner for outdoor seating and gathering areas shall be obtained.

(10) Commercial indoor recreation activities, including amusement arcades, indoor theaters, social clubs, youth clubs or similar facilities.

(11) All dwellings other than single-family with a maximum density of 16 units per acre and in conjunction with nonresidential use.

(12) Bed and Breakfast

(a) The bed-and-breakfast establishment does not adversely affect the residential character of the neighborhood and such use is carried on in an existing residential structure.

(b) The building proposed for use as a bed-and-breakfast must have the owner of the bed-and-breakfast residing in the building as his/her principal residence.

(c) The serving of meals shall be limited to breakfast and afternoon tea for overnight guests and customers.

(d) Rooms used for sleeping shall be part of the primary residential structure and shall not have been specifically constructed for rental purposes.

(e) No exterior alterations other than a sign and those required by law to ensure the safety of the structure shall be made.

(f) The bed-and-breakfast operation shall not use more than 50% of the floor area of the principal residence. Common areas such as the kitchen, foyer, living room or dining room are not included in this calculation.

(g) No areas shall be floodlit. Drives and parking areas shall not be illuminated by lighting fixtures higher than 20 feet. Sidewalks shall not be illuminated by lighting fixtures higher than 15 feet. Exterior lighting shall be shaded as to prevent illumination off-site. All external lighting, except for demonstrated security needs, shall be extinguished by 10:00 p.m.

C. Conditional uses subject to special requirements. All uses specified as conditional uses in the C-1 zoning district and the following uses are permitted subject to receiving a conditional use permit by the City Council as provided in Article IX of this chapter:

~~(1) Commercial indoor recreation activities, including amusement arcades, indoor theaters, social clubs, youth clubs or similar facilities.~~

(1~~2~~) Motels and hotels.

(2~~3~~) Instructional, business or trade stores.

(3~~4~~) Fast-food or franchised food service operated restaurants.

~~(5) All dwellings other than single-family with a maximum density of 16 units per acre and in conjunction with nonresidential use.~~

D. Area regulations.

(1) Minimum lot area shall be 2,500 square feet.

(2) Minimum lot width shall be 50 feet.

(3) Height of buildings shall not exceed 35 feet.

(4) There shall be no required front, rear or side yard setback.

(5) Signs shall comply with the requirements provided in Article VI of this chapter.

(6) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(7) Parking shall comply with the requirements provided in Article IV of this chapter.

(8) Accessory structures in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(9) Accessory structures shall be located in the side and rear lot areas.

(10) Accessory structures for residential and non-residential uses shall be located at least 5 feet from the rear lot line and at least 5 feet from the side lot line and shall not be located less than 5 feet from a principal structure.

§ 230-13.1. - C-2A Riverfront Development District.

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

A. Purpose. The purpose of the Riverfront Development District is to create an atmosphere that encourages mixed use residential and commercial development along riverfront properties in the downtown area. The district shall preserve the character of the adjacent central business district and historic areas while providing an attractive and convenient combination of shopping and living units. The district shall be limited to those properties adjacent to the Mispillion River and shall be prohibited along North and South Walnut Street, Northwest Front Street and shall not be allowed within any of the historic districts.

B. Permitted uses. In a C2-A district, land, buildings or premises shall be used by right for one or more of the following:

(1) Those uses permitted in the C-1 District.

(2) Libraries, museums, art galleries and public information centers.

(3) Fraternal, social service, union or civic organization.

(4) Craft distillery and microbrewery establishments, provided that:

(a) All permits and approvals required by the Delaware Alcoholic Beverage Commission are obtained and remain in full force and effect.

(b) All aspects of the distilling or brewing process are completely confined within a building, including storage of all materials and finished products.

(c) Such establishment offers the public, on a regular and continuing basis, various activities ancillary to its distilling and/or brewing process, including by way of example: tours of the premises, educational classes, demonstrations, tasting rooms, and retail sales areas limited to the sale of beer, mead, cider, or spirits brewed or distilled on the premises for consumption off-premises and other retail items.

(d) On-site consumption or tasting associated with a craft distillery or microbrewery establishment shall be permitted. Any area associated with on-site consumption or tasting shall not operate as a stand-alone bar or tavern, shall be located on the premises of the craft distillery or microbrewery establishment, and shall be ancillary to the primary use. "Ancillary" for purposes of this section means subordinate, auxiliary, smaller and less intensive than the primary use. On-site consumption or tasting of alcohol shall be limited to those products brewed or distilled on the premises, except as otherwise permitted by Delaware Law.

(e) All food sales shall be limited to prepackaged snack items or those food items prepared by a food establishment licensed by the State of Delaware. If a craft distillery or microbrewery intends to operate on its premises a food establishment that is otherwise a permitted use in this district (i.e. restaurant, café, or full-service restaurant), the City may require the property owner to provide the City with a letter of no objection from the Delaware Alcoholic Beverage Control Commissioner regarding the operation of a food establishment on the premises of a craft distillery or microbrewery.

(f) Outdoor seating and gathering areas shall be permitted subject to the following requirements:

[1] Permanent and temporary outdoor seating and gathering areas shall be subject to building permit application and approval requirements.

[2] Outdoor seating and gathering areas and ancillary improvements shall include physical barriers from public rights-of-way and physical and visual barriers from adjoining properties. Physical barriers along public rights-of-way shall restrict access from the public rights-of-way to the outdoor seating and gathering areas and shall not exceed four feet in height. Barriers along adjoining property lines shall create a physical and visual barrier consisting of fencing six feet in height or vegetation at least six feet in height. The regulations herein shall be in addition to any regulations imposed by the State of Delaware.

[3] Maximum occupancy and points of ingress/egress shall be clearly marked. Occupancy of outdoor seating and gathering areas shall not exceed one person per 15 square feet of the outdoor seating and gathering areas identified in the building plans or any other occupancy limit established by the Office of the State Fire Marshall.

[4] All structures and uses related to outdoor seating and gathering areas and facilities are subject to the City of Milford Building Code and the City of Milford Zoning Code.

[5] The occupancy of outdoor seating and gathering areas shall be included when calculating the building requirements and minimum parking standards required by the City of Milford and State of Delaware. Outdoor seating and gathering areas shall meet all requirements of the City of Milford and the State of Delaware.

[6] Tables, chairs, umbrellas, equipment, games, and any other items provided in connection with outdoor seating and gathering areas shall

be maintained in good repair and shall be secured during non-business hours in a safe and orderly manner.

[7] Any licensing required by the Delaware Alcoholic Beverage Control Commissioner for outdoor seating and gathering areas shall be obtained.

(5) Commercial indoor recreation activities, including amusement arcades, indoor theaters, social clubs, youth clubs or similar facilities.

(6) Multifamily residential when part of a mixed-use development, with commercial uses in the same building and/or on the same site.

(7) Bed and Breakfast.

(a) The bed-and-breakfast establishment does not adversely affect the residential character of the neighborhood and such use is carried on in an existing residential structure.

(b) The building proposed for use as a bed-and-breakfast must have the owner of the bed-and-breakfast residing in the building as his/her principal residence.

(c) The serving of meals shall be limited to breakfast and afternoon tea for overnight guests and customers.

(d) Rooms used for sleeping shall be part of the primary residential structure and shall not have been specifically constructed for rental purposes.

(e) No exterior alterations other than a sign and those required by law to ensure the safety of the structure shall be made.

(f) The bed-and-breakfast operation shall not use more than 50% of the floor area of the principal residence. Common areas such as the kitchen, foyer, living room or dining room are not included in this calculation.

(g) No areas shall be floodlit. Drives and parking areas shall not be illuminated by lighting fixtures higher than 20 feet. Sidewalks shall not be illuminated by lighting fixtures higher than 15 feet. Exterior lighting shall be so shaded as to prevent illumination off-site. All external lighting, except for demonstrated security needs, shall be extinguished by 10:00 p.m.

C. Conditional uses subject to special requirements. All uses specified as conditional uses in the C-1 zoning district and the following uses are permitted subject to receiving a conditional use permit by the City Council as provided in Article IX of this chapter:

~~(1) Commercial indoor recreation activities, including amusement arcades, indoor theaters, social clubs, youth clubs or similar facilities.~~

(~~2~~**1**) Fast-food or franchised food service operated restaurants.

~~(3) Multifamily residential when part of a mixed-use development, with commercial uses in the same building and/or on the same site.~~

D. Area regulations.

(1) Maximum number of units per acre shall be 16.

(2) Minimum lot area shall be 5,000 square feet.

(3) Minimum lot width shall be 50 feet.

(4) Maximum lot coverage shall be 60%

(5) Minimum front yard setback shall be 15 feet minimum

(6) Side yard setback shall be 14 feet aggregate total with a minimum of 6 feet.

(7) Minimum rear yard setback shall be 20 feet.

(8) Height of buildings shall not exceed 50 feet.

(9) Minimum separation distance between dwelling structures on the same lot shall not be less than 15 feet.

(10) Parking shall comply with the requirements provided in Article IV of this chapter.

(11) Signs shall comply with the requirements provided in Article VI of this chapter.

(12) For mixed use residential and commercial projects, off-street parking, parking beneath buildings, front, side and rear setbacks, landscaping and buffering, lot coverage, number of units per building and building separation shall be as determined by the Planning Commission.

(13) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(14) Accessory structures in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(15) Accessory structures shall be located in the side and rear lot areas.

(16) Accessory structures for residential and non-residential uses shall be located at least 5 feet from the rear lot line and at least 5 feet from the side lot line and shall not be located less than 5 feet from a principal structure.

§ 230-14. - C-3 Highway Commercial District.

In a C-3 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

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

B. Permitted uses. Permitted uses for the C-3 District shall be as follows:

(1) Those permitted uses in the C-2 District.

(2) Warehouses.

(3) Large retail outlets.

(4) Indoor storage accessory building.

(5) Fast-food restaurants and drive-in restaurants.

(6) Supermarkets.

(7) Truck and trailer rentals.

(8) Roadside produce market.

(9) Outdoor commercial recreational facilities, not motorized vehicles.

(10) Swimming club.

(11) Indoor facility for amusement or assembly.

(12) Bus station.

(13) Motels or hotels.

(14) Commercial greenhouse.

(15) Wholesale establishment.

(16) Contractors', craftsmen's or general service shops, including welding and similar shops.

(17) Laboratory, testing and research.

(18) Car wash.

C. Conditional uses subject to special requirements. All uses specified as conditional uses in the C-2 zoning district and the following uses are permitted subject to receiving a conditional use permit by the City Council as provided in Article IX of this chapter:

~~(1) Motels or hotels.~~

~~(2) Commercial greenhouse.~~

~~(3) Wholesale establishment.~~

~~(4) Contractors', craftsmen's or general service shops, including welding and similar shops.~~

~~(5) Laboratory, testing and research.~~

(1~~6~~) Automotive sales.

(2~~7~~) Automotive repair, subject to the following special requirements:

(a) All facilities shall be located and all services shall be conducted on the lot.

(b) All repair work shall be conducted within an entirely enclosed building.

(c) No equipment for the service of gasoline or oil shall be placed closer to any street or property line than 20 feet.

(d) No portion of such structure or its equipment shall be located within 500 feet of the premises of any school, hospital, church or public recreation building.

(e) No service station shall be located within 800 feet of another service station on the same side of the street within the same block.

(f) Any such use shall be permitted only where it is determined that it will not materially interfere with the main pedestrian movement in conjunction with a compact retail area.

(3~~8~~) Shopping center, subject to the following site requirements:

~~(a) The total shall not be less than one acre.~~

(a~~b~~) Traffic and parking.

~~[1] The internal circulation of traffic shall be separated from the external street system, and pedestrian and vehicular traffic shall be separated through traffic control devices and appropriate site design.~~

[1~~2~~] The minimum distance between accessways and a residential district shall be 50 feet.

[2~~3~~] Spacing of accessway.

[a] From adjoining property: 50 feet.

[b] From minor intersections: 50 feet.

[c] From major intersections: 100 to 150 feet.

(b~~c~~) Setback.

~~[1] From street right-of-way: 15 feet.~~

[1~~2~~] From nonresidential districts: 15 feet.

[2~~3~~] From residential districts: 100 feet.

~~(9) Car wash.~~

(4~~10~~) All uses permitted in the R-3 Zoning District subject to its area regulations.

(5~~11~~) Business, commercial or industrial uses that do not adversely affect neighboring properties.

(6~~12~~) Aquarium.

(7) Community energy generating facility.

(a) The footprint of the solar array, as defined as the by the outer limit of the panels and exclusive of buffers shall be no larger than fifty (50) acres in size.

(b) No more than one Community Solar Energy Facility (SEF) shall be permitted on a parcel. All separate parcels in existence on June 1, 2023, shall be considered original parcels. Future subdivision of an original parcel shall not enable the development of additional Community Solar Energy Facilities.

(c) Facility location and siting shall be in accordance with the requirements of Title 26 Public Utilities of the Delaware Administrative Code, 3001 (Rules for Certification and Regulation of Electric Suppliers) as amended.

(d) Setbacks for the Facility shall be:

[1] Front setback shall be 75 feet.

[2] Side setback shall be 50 feet.

[3] Rear setback shall be 50 feet.

[4] Distance from any off-site dwelling unit shall be 100 feet.

[5] Distance from any State recognized Scenic Byway shall be 150 feet.

[6] Distance from any wetlands shall be 100 feet.

(e) The site area shall be planted to achieve a minimum six (6) foot high four-season visual barrier in accordance with the following guidelines:

[1] Include a variety of native evergreen trees. Existing native vegetation may be used to achieve the required planted buffer.
[2] A minimum of two (2) rows shall be installed and trees shall be planted in staggered rows. Plantings shall be placed at maximum 20 feet apart within the same row and 10 feet apart from the adjacent, staggered row.
[3] Include groundcover to minimize growth of invasive species or provide a mowing schedule until the area is fully established in a natural condition.
[4] The buffer shall be maintained to prevent disease from spreading and any trees that don't survive shall be replaced.
[5] A raised berm with a 1:4 side slope and flat top may be used to achieve minimum height at planting.

(f) The required buffer may be counted toward planting requirements included in this Chapter.

(g) If topsoil is removed for improvements, it shall remain on the site.

(h) Noninvasive, perennial vegetative ground cover must be maintained or established in all areas containing solar arrays and in required setbacks to prevent erosion and manage run-off. A seed mix will be used to promote the growth of a ground cover that is favorable to future use of the land by animals. The height of the vegetation growth shall be maintained as to reduce the possibility of the airborne spreading of weeds and seeds transmitted to other adjacent lands.

(i) A soils study establishing the presence of any contaminants shall be completed prior to construction and every five (5) years thereafter. Surface Soil samples shall be collected from the first six inches of soil. One composite sample shall be collected every 5 acres of SEF footprint. The composite sample should be a maximum of 10 aliquots collected from evenly spaced locations throughout the 5-acre footprint. A baseline sample shall be collected prior to the start of the SEF construction. The composite sample should be analyzed for the primary component of the installed solar panel via the prevailing EPA method for Inorganic Compounds. A letter report of findings shall be submitted within 45 days from receipt of the laboratory results to the City and shall include a summary table showing current and past results and the original certified laboratory results. A sketch showing the sample locations should be provided with the letter report. The full report shall be kept on file by the applicant and available for review by the City. If contaminate levels appear to exceed the baseline, the City will forward the report to DNREC to determine appropriate mitigation measures. If the 5 year and 10 year tests do not show material increase in the metal constituents tested, then testing interval may be extended to every 10 years.

(j) Signage, not to exceed six (6) square feet, identifying the operator, its contact numbers, 911 address and emergency contact information shall be posted at each entrance or exit of the property.

(k) Abandonment. A Community Energy Generating Facility that does not produce energy for a continuous period of one year or more shall be presumed to have been abandoned. The Applicant may request a Good Cause Exemption that may not be unreasonably withheld so long as all Real Estate and Personal Property Taxes are in Good Standing. Any Facility that has been abandoned without attaining a Good Cause Exemption must be decommissioned and removed within 180 days. Decommissioning must consist of:

[1] Physical removal of all solar photovoltaic facilities, structures, equipment, security barriers and transmission lines from the site.

[2] Recycling or disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

[3] Stabilization or re- vegetation of the site as necessary to minimize erosion. The Planning Director is authorized to allow the owner or operator to leave landscaping or designated below-grade foundations in place in order to minimize erosion and disruption to vegetation and/or agriculture.

(l) Decommissioning plan.

[1] A decommissioning plan outlining the anticipated means and costs of removing the solar facility must be submitted, with the application.

[2] The decommissioning plan should ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The plan must include provisions for the removal of all structures and foundations, the removal of all electrical transmission components and the restoration of soil and vegetation.

[3] The owner/operator must provide a present-day decommissioning cost estimate and identify the parties responsible for decommissioning.

(m) Financial Assurance. The operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form and amount acceptable to the Department to secure payment of one hundred (100) percent of the anticipated cost of removal of all associated site improvements and restoration of the site to its pre-development condition. The financial assurance shall remain in full force and effect as long as the solar Facility remains in place. The financial assurance shall be reviewed and renewed every five (5) years to ensure the amount reflects the current market.

(8) Energy system utility scale solar & wind.

(a) The following are conditions specific to Solar Facilities:

[1] Setbacks for a Solar facility shall be:

[a] Front setback shall be 100 feet.

[b] Side setback shall be 75 feet.

[c] Rear setback shall be 75 feet.

[d] Distance from any off-site dwelling unit shall be 100 feet.

[e] Distance from any State recognized Scenic Byway shall be 150 feet.

[f] Distance from any wetlands shall be 100 feet.

[2] The required setback shall be planted to achieve a minimum six (6) foot high four-season visual barrier in accordance with the following guidelines:

[a] Include a variety of native evergreen trees. Existing native vegetation may be used to achieve the required planted buffer.

[b] A minimum of two (2) rows shall be installed and trees shall be planted in staggered rows. Plantings shall be placed at maximum 20 feet apart within the same row and 10 feet apart from the adjacent, staggered row.

[c] Include groundcover to minimize growth of invasive species or provide a mowing schedule until the area is fully established in a natural condition.

[d] The buffer shall be maintained to prevent disease from spreading and any trees that don't survive shall be replaced.

[e] A raised berm with a 1:4 side slope and flat top may be used to achieve minimum height at planting.

[3] A soils study establishing the presence of any contaminants shall be completed prior to construction and every five (5) years thereafter. Surface Soil samples shall be collected from the first six inches of soil. One composite sample shall be collected every 5 acres of SEF footprint. The composite sample should be a maximum of 10 aliquots collected from evenly spaced locations throughout the 5-acre footprint. A baseline sample shall be collected prior to the start of the SEF construction. The composite sample should be analyzed for the primary component of the installed solar panel via the prevailing EPA method for Inorganic Compounds. A letter report of findings shall be submitted within 45 days from receipt of the laboratory results to the City and shall include a summary table showing current and past results and the original certified laboratory results. A sketch showing the sample locations should be provided with the letter report. The full report shall be kept on file by the applicant and available for review by the City. If contaminate levels appear to exceed the baseline, the City will forward the report to DNREC to determine appropriate mitigation measures. If the 5 year and 10 year tests do not show material increase in the metal constituents tested, then testing interval may be extended to every 10 years.

[4] Signage, not to exceed six (6) square feet, identifying the operator, its contact numbers, 911 address and emergency contact information shall be posted at each entrance or exit of the property.

(b) The following are conditions specific to Wind Facilities:

[1] Setbacks for a Wind Facility shall be:

[a] Front setback shall be 800 feet.

[b] Side setback shall be 800 feet.

[c] Rear setback shall be 800 feet.

[d] Distance from any off-site dwelling unit shall be 1,000 feet.

[e] Distance from any State recognized Scenic Byway shall be 800 feet.

[f] Distance from any wetlands shall be 100 feet.

[2] No climbing pegs or tower ladders shall be located closer than 12 feet to the ground level at the base of the structure for freestanding single poles.

[3] The facility shall be designed to prevent unauthorized external access to electrical and mechanical components and shall have access doors that are kept securely locked.

[4] All access roads shall be gated and locked.

[5] All power transmission lines from the tower to any other building or other structure shall be located underground to the maximum extent practical.

[6] No tower shall be lit except to comply with Federal Aviation Administration requirements. Minimum-security lighting for ground level facilities shall be allowed as approved on the site plan. Security lighting shall be designed to minimize light pollution, including the use of light hoods, low-glare fixtures, and directing lights at the ground.

[7] All structures in a project shall be finished in a single, non-reflective, matte color or a camouflage scheme.

[8] Signs

[a] No advertising signs are allowed on any part of the WECS, including fencing and support structures.

[b] No lettering, company insignia, advertising, or graphics shall be on any part of the tower, hub, or blades.

[c] Appropriate warning signs shall be posted. At least one sign shall be posted at the base of the tower warning of electrical shock or high voltage. A sign shall be posted on the entry area of the fence around each tower or group of towers and any building (or on the tower or building if there is no fence) containing emergency contact information, 911 address, including a local telephone number with 24-hour, 7-days-a-week coverage. The City may require additional signs based on safety needs.

[9] Noise level shall not exceed 50 dBA, including constructive interference at existing off-site residences, businesses, and public buildings.

(c) The following are conditions required for all Utility Solar and Wind Energy Facilities

[1] Required buffers may be counted toward planting requirements included in this Chapter.

[2] If topsoil is removed for improvements, it shall remain on the site.

[3] Noninvasive, perennial vegetative ground cover must be maintained or established in all areas containing solar arrays and in required setbacks to prevent erosion and manage run-off. A seed mix will be used to promote the growth of a ground cover that is favorable to future use of the land by animals. The height of the vegetation growth shall be maintained as to reduce the possibility of the airborne spreading of weeds and seeds transmitted to other adjacent lands.

[4] Abandonment. A Utility Solar or Wind Facility that does not produce energy for a continuous period of one year or more shall be presumed to have been abandoned. The Applicant may request a Good Cause Exemption that may not be unreasonably withheld so long as all Real Estate and Personal Property Taxes are in Good Standing. Any Utility Solar Facility that has been abandoned without attaining a Good Cause Exemption must be decommissioned and removed within 180 days. Decommissioning must consist of:

[a] Physical removal of all solar photovoltaic facilities, wind turbines, structures, equipment, security barriers and transmission lines from the site.

[b] Recycling or disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

[c] Stabilization or re-vegetation of the site as necessary to minimize erosion. The Planning Director is authorized to allow the owner or operator to leave landscaping or designated below-grade foundations in place in order to minimize erosion and disruption to vegetation.

[5] Decommissioning plan.

[a] A decommissioning plan outlining the anticipated means and costs of removing the facility must be submitted, with the application.

[b] The decommissioning plan should ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The plan must include provisions for the removal of all structures and foundations, the removal of all electrical transmission components and the restoration of soil and vegetation and/or agriculture.

[c] The owner/operator must provide a present-day decommissioning cost estimate and identify the parties responsible for decommissioning.

[6] Financial Assurance. Prior to final plan approval, the operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form and amount acceptable to the Department to secure

payment of one hundred (100) percent of the anticipated cost of removal of all associated site improvements and restoration of the site to its pre-development condition. The financial assurance shall remain in full force and effect as long as the facility remains in place. The financial assurance shall be reviewed and renewed every five (5) years to ensure the amount reflects the current market.

(9) Emergency shelter facility.

(a) The lot on which an emergency shelter facility is located shall not be within 500 feet of a lot on which another emergency shelter facility or group home is located.

(b) All state licenses and permits for such a facility have been obtained.

D. Area regulations.

(1) Minimum lot area shall be one acre.

(2) Maximum lot coverage shall be 80%.

(3) Minimum lot width shall be as follows: for an interior lot 150 feet and for a corner lot 170 feet.

(4) Height of buildings shall not exceed 35 feet, with the following exception: a motel, hotel, or aquarium may be erected to a height not exceeding 60 feet.

(5) Minimum front yard setback shall be 30 feet.

(6) Side yards shall be provided as follows: each lot shall have two side yards a minimum of 20 feet with a minimum aggregate width of two side yards of 50 feet.

(7) Minimum rear yard shall be 50 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures for residential uses shall be located at least 5 feet from the rear lot line and at least 5 feet from the side lot line and shall not be located less than 10 feet from a principal structure.

(14) Accessory structures for non-residential uses shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-15. - H-1 Institutional Development District.

In an H-1 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The intent of the H-1 Institutional Development District is to encourage the development of institutional uses in accordance with an approved plan of development. This district is to provide suitable areas and adequate safeguards for such uses to serve the City of Milford and the surrounding region. **As of July 1, 2023, no new properties shall be zoned H-1 Institutional Development District.**

B. Permitted uses. Permitted used for the H-1 District shall be as follows:

(1) Medical and surgical hospitals.

(2) Medical and dental centers, excluding drug abuse centers and freestanding detoxification centers.

(3) Medical arts offices and buildings.

(4) Accessory uses incidental to the permitted uses.

(5) Municipal and public services and facilities, including City Hall, water storage towers, water reservoirs, water pumping stations, water treatment plants, sewage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, public transportation bus or transit stops, police and fire stations and substations for electric, gas and telephone facilities.

(6) Nursing homes.

C. Conditional uses subject to special regulations. The**re are no listed conditional uses within this zoning district.** ~~following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions of Article IX of this chapter:~~

~~(1) Nursing homes.~~

~~(2) Sanatoriums.~~

~~(3) Multilevel parking facilities.~~

~~(4) Community residential treatment program.~~

~~(a) These are minimum requirements, and community residential treatment programs are additionally subject to those requirements imposed by the Planning Commission and/or the City Council.~~

~~[1] Prior to occupancy of the facility, the program will obtain any applicable license from the State of Delaware. City approval is conditional upon the Zoning Office receiving state confirmation that an appropriate license has been issued or certification that a license is not required by the state. If a license is not required by the State of Delaware, minimum standards may be required by the City.~~

~~[2] The program will require a planned program of care consisting of full-time programmatic supervision, counseling and/or therapy and assistance in the development of daily skills.~~

~~[3] The program shall include a description of client population, services provided, staffing schedule and client/staff ratio.~~

~~[4] The program will be operated under the authority of a reputable governing board, proprietor or government official to whom staff are responsible and who will be available to City officials, if necessary, to resolve complaints pertaining to the facility. Each provider shall send complaint procedures to every property owner within 200 feet of the property within 45 days subsequent to City approval to facilitate good neighbor relations. The operators will have a workable, written plan that includes a method for recording and resolving complaints by neighbors pertaining to the operation of the program. Complaints, efforts to resolve complaints and the results of such efforts shall be recorded.~~

~~[5] The design of the facility will be compatible with the neighborhood within which it is located, including its landscaping and architecture.~~

~~[6] The health and safety of the residents will be protected. Community residential programs shall meet all City ordinances and regulations, including review by the Office of the State Fire Marshal and the Department of Public Health.~~

~~[7] Community residential programs shall be located a minimum of 1,500 feet from any other community residential program or school.~~

~~[8] The following documentation will be required to be submitted with the application:~~

~~[a] Site plan, including parking area and landscaped area.~~

~~[b] Floor plan, with elevation drawings or photographs of existing building.~~

~~[c] List of board members, proprietors or governmental officials to whom staff are responsible.~~

~~[d] Written neighborhood relations plan.~~

~~[e] Complaint recording and resolution plan.~~

D. Area regulations.

(1) Minimum lot area shall be one acre.

(2) Maximum lot coverage shall be 80%.

(3) Minimum lot width shall be 150 feet.

(4) Height of buildings shall not exceed 50 feet.

(5) Minimum front yard setback shall be as follows:

(a) Thirty feet for the first 15 feet of height.

(b) An additional 10 feet for the second 15 feet of height.

(c) Twenty feet for each additional 15 feet of height.

(6) Each side yard shall equal 20 feet for each 15 feet of height.

(7) A rear yard shall be provided to equal 20 feet for each 15 feet of height.

(8) Signs shall comply with the requirements provided in Article VI of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Parking shall comply with the requirements provided in Article IV of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-16. - I-1 Limited Industrial District.

In an I-1 District no building/structure or premises shall be used and no building/structure or part thereof shall be erected or altered which is arranged, intended or designed to be used, in whole or in part, for any purpose except for one or more of the following uses and complying with the requirements herein indicated.

A. The purpose of an I-1 Limited Industrial District shall be to provide locations for the development of light to moderate industrial manufacturing, warehousing, wholesale and limited research establishments which, because of their type and nature, would be compatible with or adjacent to residential areas. Also, the purpose is to provide guidelines and performance standards which will control and confine any offensive features (i.e., noise, vibration, heat, smoke, glare, dust, objectionable odors, toxic wastes or unsightly storage) to the confines of the premises and within enclosed buildings or within a visually enclosed space.

B. Permitted uses. Permitted uses of the I-1 District shall be as follows:

(1) All permitted uses of the OC-1 District and BP District.

(2) Light manufacturing, assembling, converting, altering, finishing, baking, cooking or any other type of processing or storage of an industrial nature for the production and/or distribution of any goods, materials, products, instruments, appliances and devices, provided that the fuel or power supply shall be of an approved type. Also included shall be all incidental clinics, offices, cafeterias and recreational facilities for the exclusive use of in-house staff and employees. **Accessory retail storefront/gift shop is permitted for products that are manufactured on site. The area for this use must be incidental and subordinate to the manufacturing use and must meet all commercial building code requirements for the use. (NAICS Reference - 313: Textile Mills; 314: Textile Product Mills; 315: Apparel Manufacturing; 316: Leather and Allied Product Manufacturing (except 3161 {Hazardous}); 323: Printing and Related Support Activities; 326: Plastics and Rubber Products Manufacturing (except tires 32621{Hazardous}); 3271: Clay Product and Refractory Manufacturing; 327991: Cut Stone and Stone Product Manufacturing; 3322: Cutlery and Handtool Manufacturing; 3323: Architectural and Structural Metals Manufacturing; 3324: Boiler, Tank, and Shipping Container Manufacturing; 3325: Hardware Manufacturing; 3326: Spring and Wire Product Manufacturing; 3327: Machine Shops; Turned Product; and Screw, Nut, and Bolt**

Manufacturing; 3328: Coating, Engraving, Heat Treating, and Allied Activities; 33291: Metal Valve Manufacturing; 332991: Ball and Roller Bearing Manufacturing; 332996: Fabricated Pipe and Pipe Fitting Manufacturing; 332999: All Other Miscellaneous Fabricated Metal Product Manufacturing; 3331: Agriculture, Construction, and Mining Machinery Manufacturing; 3332: Industrial Machinery Manufacturing; 333314: Optical Instrument and Lens Manufacturing; 333316: Photographic and Photocopying Equipment Manufacturing; 3335: Metalworking Machinery Manufacturing; 3336: Engine, Turbine, and Power Transmission Equipment Manufacturing; 3339: Other General Purpose Machinery Manufacturing (except 333913 {Hazardous}); 334: Computer and Electronic Product Manufacturing; 335: Electrical Equipment, Appliance, and Component Manufacturing; 337: Furniture and Related Product Manufacturing; 339: Miscellaneous Manufacturing)

(3) Wholesale storage, warehousing and distribution centers. **49311: General Warehousing and Storage; 49312: Refrigerated Warehousing and Storage (except for farm products grown on site); 49319: Other Warehousing and Storage)**

C. Conditional uses. All uses specified as conditional uses in the OC-1 and BP zoning districts and the following uses are permitted in the I-1 District, in accordance with the provisions within Article IX of this chapter:

~~(1) Airfields or airpark facilities.~~

(1~~2~~) Mini-warehouses or public storage facilities.

(2~~3~~) Radio-television facilities.

(3~~4~~) Craft distillery and microbrewery establishments, provided that:

(a) All permits and approvals required by the Delaware Alcoholic Beverage Commission are obtained and remain in full force and effect.

(b) All aspects of the distilling or brewing process are completely confined within a building, including storage of all materials and finished products.

(c) Such establishment offers the public, on a regular and continuing basis, various activities ancillary to its distilling and/or brewing process, including by way of example: tours of the premises, educational classes, demonstrations, tasting rooms, and retail sales areas limited to the sale of beer, mead, cider, or spirits brewed or distilled on the premises for consumption off-premises and other retail items.

(d) On-site consumption or tasting associated with a craft distillery or microbrewery establishment shall be permitted. Any area associated with on-site consumption or tasting shall not operate as a stand-alone bar or tavern, shall be located on the premises of the craft distillery or microbrewery establishment, and shall be ancillary to the primary use. "Ancillary" for purposes of this section means subordinate, auxiliary, smaller and less intensive than the primary use. On-site consumption or tasting of alcohol shall be limited to those products brewed or distilled on the premises, except as otherwise permitted by Delaware Law.

(e) All food sales shall be limited to prepackaged snack items or those food items prepared by a food establishment licensed by the State of Delaware. If a craft distillery or microbrewery intends to operate on its premises a food establishment

that is otherwise a permitted use in this district (i.e. restaurant, café, or full-service restaurant), the City may require the property owner to provide the City with a letter of no objection from the Delaware Alcoholic Beverage Control Commissioner regarding the operation of a food establishment on the premises of a craft distillery or microbrewery.

(f) Outdoor seating and gathering areas shall be permitted subject to the following requirements:

[1] Permanent and temporary outdoor seating and gathering areas shall be subject to building permit application and approval requirements.

[2] Outdoor seating and gathering areas and ancillary improvements shall include physical barriers from public rights-of-way and physical and visual barriers from adjoining properties. Physical barriers along public rights-of-way shall restrict access from the public rights-of-way to the outdoor seating and gathering areas and shall not exceed four feet in height. Barriers along adjoining property lines shall create a physical and visual barrier consisting of fencing six feet in height or vegetation at least six feet in height. The regulations herein shall be in addition to any regulations imposed by the State of Delaware.

[3] Maximum occupancy and points of ingress/egress shall be clearly marked. Occupancy of outdoor seating and gathering areas shall not exceed one person per 15 square feet of the outdoor seating and gathering areas identified in the building plans or any other occupancy limit established by the Office of the State Fire Marshall.

[4] All structures and uses related to outdoor seating and gathering areas and facilities are subject to the City of Milford Building Code and the City of Milford Zoning Code.

[5] The occupancy of outdoor seating and gathering areas shall be included when calculating the building requirements and minimum parking standards required by the City of Milford and State of Delaware. Outdoor seating and gathering areas shall meet all requirements of the City of Milford and the State of Delaware.

[6] Tables, chairs, umbrellas, equipment, games, and any other items provided in connection with outdoor seating and gathering areas shall be maintained in good repair and shall be secured during non-business hours in a safe and orderly manner.

[7] Any licensing required by the Delaware Alcoholic Beverage Control Commissioner for outdoor seating and gathering areas shall be obtained.

(4) Community energy generating facility.

(a) The footprint of the solar array, as defined as the by the outer limit of the panels and exclusive of buffers shall be no larger than fifty (50) acres in size.

(b) No more than one Community Solar Energy Facility (SEF) shall be permitted on a parcel. All separate parcels in existence on June 1, 2023, shall be considered original

parcels. Future subdivision of an original parcel shall not enable the development of additional Community Solar Energy Facilities.

(c) Facility location and siting shall be in accordance with the requirements of Title 26 Public Utilities of the Delaware Administrative Code, 3001 (Rules for Certification and Regulation of Electric Suppliers) as amended.

(d) Setbacks for the Facility shall be:

[1] Front setback shall be 75 feet.

[2] Side setback shall be 50 feet.

[3] Rear setback shall be 50 feet.

[4] Distance from any off-site dwelling unit shall be 100 feet.

[5] Distance from any State recognized Scenic Byway shall be 150 feet.

[6] Distance from any wetlands shall be 100 feet.

(e) The site area shall be planted to achieve a minimum six (6) foot high four-season visual barrier in accordance with the following guidelines:

[1] Include a variety of native evergreen trees. Existing native vegetation may be used to achieve the required planted buffer.

[2] A minimum of two (2) rows shall be installed and trees shall be planted in staggered rows. Plantings shall be placed at maximum 20 feet apart within the same row and 10 feet apart from the adjacent, staggered row.

[3] Include groundcover to minimize growth of invasive species or provide a mowing schedule until the area is fully established in a natural condition.

[4] The buffer shall be maintained to prevent disease from spreading and any trees that don't survive shall be replaced.

[5] A raised berm with a 1:4 side slope and flat top may be used to achieve minimum height at planting.

(f) The required buffer may be counted toward planting requirements included in this Chapter.

(g) If topsoil is removed for improvements, it shall remain on the site.

(h) Noninvasive, perennial vegetative ground cover must be maintained or established in all areas containing solar arrays and in required setbacks to prevent erosion and manage run-off. A seed mix will be used to promote the growth of a ground cover that is favorable to future use of the land by animals. The height of the vegetation growth shall be maintained as to reduce the possibility of the airborne spreading of weeds and seeds transmitted to other adjacent lands.

(i) A soils study establishing the presence of any contaminants shall be completed prior to construction and every five (5) years thereafter. Surface Soil samples shall be collected from the first six inches of soil. One composite sample shall

be collected every 5 acres of SEF footprint. The composite sample should be a maximum of 10 aliquots collected from evenly spaced locations throughout the 5-acre footprint. A baseline sample shall be collected prior to the start of the SEF construction. The composite sample should be analyzed for the primary component of the installed solar panel via the prevailing EPA method for Inorganic Compounds. A letter report of findings shall be submitted within 45 days from receipt of the laboratory results to the City and shall include a summary table showing current and past results and the original certified laboratory results. A sketch showing the sample locations should be provided with the letter report. The full report shall be kept on file by the applicant and available for review by the City. If contaminate levels appear to exceed the baseline, the City will forward the report to DNREC to determine appropriate mitigation measures. If the 5 year and 10 year tests do not show material increase in the metal constituents tested, then testing interval may be extended to every 10 years.

(j) Signage, not to exceed six (6) square feet, identifying the operator, its contact numbers, 911 address and emergency contact information shall be posted at each entrance or exit of the property.

(k) Abandonment. A Community Energy Generating Facility that does not produce energy for a continuous period of one year or more shall be presumed to have been abandoned. The Applicant may request a Good Cause Exemption that may not be unreasonably withheld so long as all Real Estate and Personal Property Taxes are in Good Standing. Any Facility that has been abandoned without attaining a Good Cause Exemption must be decommissioned and removed within 180 days. Decommissioning must consist of:

[1] Physical removal of all solar photovoltaic facilities, structures, equipment, security barriers and transmission lines from the site.

[2] Recycling or disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

[3] Stabilization or re- vegetation of the site as necessary to minimize erosion. The
Planning Director is authorized to allow the owner or operator to leave landscaping or designated below-grade foundations in place in order to minimize erosion and disruption to vegetation and/or agriculture.

(l) Decommissioning plan.

[1] A decommissioning plan outlining the anticipated means and costs of removing the solar facility must be submitted, with the application.

[2] The decommissioning plan should ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The plan must include provisions for the removal of all structures and foundations, the removal of all electrical transmission components and the restoration of soil and vegetation.

[3] The owner/operator must provide a present-day decommissioning cost estimate and identify the parties responsible for decommissioning.

(m) Financial Assurance. The operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form and amount acceptable to the Department to secure payment of one hundred (100) percent of the anticipated cost of removal of all associated site improvements and restoration of the site to its pre-development condition. The financial assurance shall remain in full force and effect as long as the solar Facility remains in place. The financial assurance shall be reviewed and renewed every five (5) years to ensure the amount reflects the current market.

(5) Energy system utility scale solar & wind.

(a) The following are conditions specific to Solar Facilities:

[1] Setbacks for a Solar facility shall be:

[a] Front setback shall be 100 feet.

[b] Side setback shall be 75 feet.

[c] Rear setback shall be 75 feet.

[d] Distance from any off-site dwelling unit shall be 100 feet.

[e] Distance from any State recognized Scenic Byway shall be 150 feet.

[f] Distance from any wetlands shall be 100 feet.

[2] The required setback shall be planted to achieve a minimum six (6) foot high four-season visual barrier in accordance with the following guidelines:

[a] Include a variety of native evergreen trees. Existing native vegetation may be used to achieve the required planted buffer.

[b] A minimum of two (2) rows shall be installed and trees shall be planted in staggered rows. Plantings shall be placed at maximum 20 feet apart within the same row and 10 feet apart from the adjacent, staggered row.

[c] Include groundcover to minimize growth of invasive species or provide a mowing schedule until the area is fully established in a natural condition.

[d] The buffer shall be maintained to prevent disease from spreading and any trees that don't survive shall be replaced.

[e] A raised berm with a 1:4 side slope and flat top may be used to achieve minimum height at planting.

[3] A soils study establishing the presence of any contaminants shall be completed prior to construction and every five (5) years thereafter. Surface Soil samples shall be collected from the first six inches of soil. One composite sample shall be collected every 5 acres of SEF footprint. The composite sample should be a maximum of 10 aliquots collected from evenly spaced locations throughout the 5-acre footprint. A baseline sample shall be collected prior to the start of the SEF construction. The composite sample should be analyzed

for the primary component of the installed solar panel via the prevailing EPA method for Inorganic Compounds. A letter report of findings shall be submitted within 45 days from receipt of the laboratory results to the City and shall include a summary table showing current and past results and the original certified laboratory results. A sketch showing the sample locations should be provided with the letter report. The full report shall be kept on file by the applicant and available for review by the City. If contaminate levels appear to exceed the baseline, the City will forward the report to DNREC to determine appropriate mitigation measures. If the 5 year and 10 year tests do not show material increase in the metal constituents tested, then testing interval may be extended to every 10 years.

[4] Signage, not to exceed six (6) square feet, identifying the operator, its contact numbers, 911 address and emergency contact information shall be posted at each entrance or exit of the property.

(b) The following are conditions specific to Wind Facilities:

[1] Setbacks for a Wind Facility shall be:

[a] Front setback shall be 800 feet.

[b] Side setback shall be 800 feet.

[c] Rear setback shall be 800 feet.

[d] Distance from any off-site dwelling unit shall be 1,000 feet.

[e] Distance from any State recognized Scenic Byway shall be 800 feet.

[f] Distance from any wetlands shall be 100 feet.

[2] No climbing pegs or tower ladders shall be located closer than 12 feet to the ground level at the base of the structure for freestanding single poles.

[3] The facility shall be designed to prevent unauthorized external access to electrical and mechanical components and shall have access doors that are kept securely locked.

[4] All access roads shall be gated and locked.

[5] All power transmission lines from the tower to any other building or other structure shall be located underground to the maximum extent practical.

[6] No tower shall be lit except to comply with Federal Aviation Administration requirements. Minimum-security lighting for ground level facilities shall be allowed as approved on the site plan. Security lighting shall be designed to minimize light pollution, including the use of light hoods, low-glare fixtures, and directing lights at the ground.

[7] All structures in a project shall be finished in a single, non-reflective, matte color or a camouflage scheme.

[8] Signs

[a] No advertising signs are allowed on any part of the WECS, including
fencing and support structures.

[b] No lettering, company insignia, advertising, or graphics shall be on any part of the tower, hub, or blades.

[c] Appropriate warning signs shall be posted. At least one sign shall be posted at the base of the tower warning of electrical shock or high voltage. A sign shall be posted on the entry area of the fence around each tower or group of towers and any building (or on the tower or building if there is no fence) containing emergency contact information, 911 address, including a local telephone number with 24-hour, 7-days-a-week coverage. The City may require additional signs based on safety needs.

[9] Noise level shall not exceed 50 dBA, including constructive interference at existing off-site residences, businesses, and public buildings.

(c) The following are conditions required for all Utility Solar and Wind Energy Facilities

[1] Required buffers may be counted toward planting requirements included in this Chapter.

[2] If topsoil is removed for improvements, it shall remain on the site.

[3] Noninvasive, perennial vegetative ground cover must be maintained or established in all areas containing solar arrays and in required setbacks to prevent erosion and manage run-off. A seed mix will be used to promote the growth of a ground cover that is favorable to future use of the land by animals. The height of the vegetation growth shall be maintained as to reduce the possibility of the airborne spreading of weeds and seeds transmitted to other adjacent lands.

[4] Abandonment. A Utility Solar or Wind Facility that does not produce energy for a continuous period of one year or more shall be presumed to have been abandoned. The Applicant may request a Good Cause Exemption that may not be unreasonably withheld so long as all Real Estate and Personal Property Taxes are in Good Standing. Any Utility Solar Facility that has been abandoned without attaining a Good Cause Exemption must be decommissioned and removed within 180 days. Decommissioning must consist of:

[a] Physical removal of all solar photovoltaic facilities, wind turbines, structures, equipment, security barriers and transmission lines from the site.

[b] Recycling or disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

[c] Stabilization or re-vegetation of the site as necessary to minimize erosion. The Planning Director is authorized to allow the owner or operator to leave landscaping or designated below-grade

foundations in place in order to minimize erosion and disruption to vegetation.

[5] Decommissioning plan.

[a] A decommissioning plan outlining the anticipated means and costs of removing the facility must be submitted, with the application.

[b] The decommissioning plan should ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The plan must include provisions for the removal of all structures and foundations, the removal of all electrical transmission components and the restoration of soil and vegetation and/or agriculture.

[c] The owner/operator must provide a present-day decommissioning cost estimate and identify the parties responsible for decommissioning.

[6] Financial Assurance. Prior to final plan approval, the operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form and amount acceptable to the Department to secure payment of one hundred (100) percent of the anticipated cost of removal of all associated site improvements and restoration of the site to its pre-development condition. The financial assurance shall remain in full force and effect as long as the facility remains in place. The financial assurance shall be reviewed and renewed every five (5) years to ensure the amount reflects the current market.

D. Design standards and requirements. These are minimum requirements for all activities that are permitted or conditional uses. Conditional use activities are subject to much greater restrictions as may be required by the City Council.

(1) All uses shall be conducted within a completely enclosed building. There shall be no open storage of raw, in process or finished products, supplies or waste material, except that these items shall be shielded from public view by a landscaped screen, fence or wall.

(2) In a planned industrial park or any lands designated as an I-1 District, no building/structure, accessory structure or sign shall be located closer than 200 feet to any nonindustrial district boundary.

(3) All front yard areas and all areas open to public view shall be maintained in a neat and attractive condition.

(4) All loading operations shall be conducted at the side or rear of the building. In the unloading or loading process, no vehicles participating in these operations shall be allowed to extend into any public or private driveway or street or impede its traffic circulation.

(5) All odorous fumes or matter emitted into the environment from any/all fuel-burning equipment, open stacks and internal combustion engines must comply with the requirements set forth by the State of Delaware, Department of Natural Resources and Environmental Control (DNREC).

(6) Dust or particulate debris from any processing or production operations will be minimized by the use of appropriate mechanical and/or electrical devices to the extent necessary to ensure that such emissions shall not be offensive at or beyond the property line of the industry/warehouse. All such activities will comply with the requirements of the DNREC, State of Delaware.

(7) All dry waste, in dust or particulate form, will be transported in closed or covered vehicles.

(8) The proposed use shall not endanger the surrounding areas to the possibilities of fire, explosion or contamination. All uses shall comply with state regulations which govern their operations. There shall be no allowance for the storage of radioactive materials or those materials deemed to be toxic or dangerous. All liquid storage shall have an approved containment (area) barricade capable of containing any failure of storage medium.

(9) The proposed use shall not allow the emission of heat or glare beyond its property line. All lighting shall be directed so as not to cause glare to the surrounding properties. The light source shall be shielded so as not to be visible from adjoining properties or streets.

E. Area regulations.

(1) Minimum lot area shall be two acres.

(2) Maximum lot coverage shall be 75%.

(3) Minimum lot width shall be 150 feet.

(4) Maximum building height shall be 50 feet.

(5) Minimum front yard setback shall be 75 feet.

(6) Minimum side yard setback shall be 40 feet.

(7) Minimum rear yard setback shall be 45 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 10 percent of the required rear and side yard of the lot and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the rear yard/lot area.

(13) Accessory structures shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-17. - I-2 General Industrial District.

In an I-2 District no building/structure or premises shall be used and no building/structure or part thereof shall be erected or altered which is arranged, intended or designed to be used, in whole or in

part, for any purpose except for one or more of the following uses and complying with the requirements herein indicated.

A. The purpose of the I-2 General Industrial District shall be to provide locations for the development of large or heavy manufacturing, warehousing, wholesale and research establishments, which may include those that may produce some objectionable conditions, and also to concentrate the more intensive industrial uses in areas that would least impact neighboring zoning districts or uses.

B. Permitted uses. Permitted uses for the I-2 District shall be as follows:

(1) All permitted uses in the I-1 District.

(2) Heavy manufacturing, assembling, converting, altering, finishing, cleaning or any other processing, handling or storage of products or materials, provided that the fuel or power supply shall be of an approved type. Also included shall be all incidental clinics, offices, cafeterias and recreational facilities for the exclusive use of in-house staff and employees. **Accessory retail storefront/gift shop is permitted for products that are manufactured on site. The area for this use must be subordinate to the manufacturing use and must meet all commercial building code requirements for the use. (NAICS Reference - 3113: Sugar and Confectionery Product Manufacturing; 3114: Fruit and Vegetable Preserving and Specialty Food Manufacturing; 3115: Dairy Product Manufacturing; 3117: Seafood Product Preparation and Packaging; 3118: Bakeries and Tortilla Manufacturing; 3119: Other Food Manufacturing; 3122: Tobacco Manufacturing; 321: Wood Product Manufacturing (except sawmills which are classified elsewhere); 327215: Glass Product Manufacturing Made of Purchased Glass; 482: Rail Transportation; 4882: Support Activities for Rail Transportation; 483: Water Transportation; 4883: Support Activities for Water Transportation).**

(3) Research, design and development laboratories.

(4) Large public utility facilities, or major uses thereof.

C. Conditional uses. All uses specified as conditional uses in the I-1 zoning district and the following uses are permitted in the I-2 District in accordance with the provisions within Article IX (conditional use portion) of this chapter:

~~(1) Airfields or airpark facilities.~~

(1~~2~~) Tractor-trailer storage and parking facilities.

(2~~3~~) Farm machinery and truck manufacture, sales, storage and repairs.

(3~~4~~) Fertilizer storage and distribution centers.

(4~~5~~) Heating, ventilating, cooling and refrigeration manufacturing.

(5~~6~~) Trash compaction: transfer station and solid waste management system, not to include hazardous waste.

(6~~7~~) Recycling or collection facilities for paper, glass, plastics and metal.

(7~~8~~) Grain storage and processing.

(8~~9~~) Meat processing, chicken processing and seafood processing.

(9~~10~~) Aluminum recycling and smelting (small scale).

(10~~11~~) Food and vegetable cleaning, canning and freezing.

D. Design standards and requirements. These are minimum requirements for all activities that are permitted or conditional uses. Conditional use activities are subject to much greater restrictions as may be required by City Council.

(1) All uses shall be conducted within a completely enclosed building. There shall be no open storage of raw, in process or finished products, supplies or waste material, except in areas approved by the Planning Commission during the site plan review hearing.

(2) In a planned industrially zoned I-2 District, no building/structure, accessory structure or sign shall be located closer than 250 feet to any existing nonindustrial district boundary.

(3) Fencing is required in any and all areas which would pose a threat to public safety and the security of the facility.

(4) All front yard areas shall be maintained in a neat and attractive condition. All side and rear yard areas shall be kept uncluttered and free from any conditions that would constitute a safety hazard for employees or anyone visiting the site.

(5) All loading operations shall be conducted at the side or rear of the building. In the unloading or loading process, no vehicles participating in these operations shall be allowed to extend into any public or private driveway or street or impede its traffic circulation.

(6) All odorous fumes or matter emitted into the environment from any/all fuel-burning equipment, open stacks or chimneys and internal combustion engines must comply with the requirements set forth by the DNREC, State of Delaware.

(7) Dust or particulate debris from any processing or production operations will be minimized by the use of appropriate mechanical and/or electrical devices to the extent necessary to ensure that such emissions shall not be offensive at or beyond the property line of the industry/warehouse. All such activities will comply with the requirements of DNREC, State of Delaware.

(8) All dry waste, in dust or particulate form, will be transported in closed or covered vehicles.

(9) The proposed use shall not endanger the surrounding facilities or communities to the possibility of fire or explosion. All uses shall comply with state regulations which control or govern their operation. There shall be no allowances for the storage of radioactive materials or those materials deemed to be toxic or dangerous.

(10) The proposed use shall not allow the emission of heat or glare beyond its property line. All lighting shall be directed so as not to cause glare to the surrounding properties. The light source shall be shielded so as not to be visible from adjoining properties.

E. Area regulations.

(1) Minimum lot area shall be 2 1/2 acres.

(2) Maximum lot coverage shall be 75%.

(3) Minimum lot width shall be 150 feet.

(4) Maximum building height shall be 50 feet.

(5) Minimum front yard setback shall be 75 feet.

(6) Minimum side yard setback shall be 50 feet.

(7) Minimum rear yard setback shall be 50 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 10 percent of the required rear and side yard of the lot and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-18. - OC-1 Office Complex District.

In an OC-1 District no building/structure or premises shall be used and no building/structure or part thereof shall be erected or altered which is arranged, intended or designed to be used, in whole or in part, for any purpose except for one or more of the following uses and complying with the requirements herein indicated.

A. The purpose of an OC-1 Office Complex District shall be to provide locations for the development of general and professional offices and office parks in areas of high accessibility and visibility. Also, this district will facilitate the expansion of the City's service industries in attractive environments.

B. Permitted uses. Permitted uses for the OC-1 District shall be as follows:

(1) Offices for banking institutions, technical centers, research/data centers, emergency service centers (i.e., police, fire and rescue), corporate offices and other general professional offices.

(2) Television and radio studios (without towers).

(3) Professional schools (nonindustrial).

(4) Health centers and clinics (medical or dental).

(5) Charitable and philanthropic organizations.

(6) Day-care centers.

(7) Indoor or outdoor recreation.

(8) Private clubs or organizations.

(9) Medical/dental laboratories.

C. Conditional uses. The following uses are permitted in the OC-1 District in accordance with the provisions within Article IX (conditional uses portion) of this chapter:

~~(1) Charitable and philanthropic organizations.~~

~~(2) Day-care centers.~~

(1~~3~~) Civic and/or conference centers.

~~(4) Indoor or outdoor recreation.~~

~~(5) Private clubs or organizations.~~

~~(6) Medical/dental laboratories.~~

(2~~7~~) Nursing homes.

D. Area regulations.

(1) Minimum lot area shall be one acre.

(2) Maximum lot coverage shall be 75%.

(3) Minimum lot width shall be 100 feet.

(4) Maximum building height shall be 70 feet.

(5) Minimum front yard setback shall be 50 feet.

(6) Minimum side yard setback shall be at least 15 feet, with a total combined aggregate dimension of 40 feet.

(7) Minimum rear yard setback shall be 25 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 10 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-19. - OB-1 Office Building District.

In an OB-1 District no building/structure or premises shall be used and no building/structure or part thereof shall be erected or altered which is arranged, intended or designed to be used, in whole or in part, for any purpose except for one or more of the following uses and complying with the requirements herein indicated.

A. The purpose of the OB-1 Office Building District shall be to provide locations for the operation of professional offices of a low-profile, low-traffic category in areas of a residential nature where existing nonresidential buildings/structures are present. In short, this district will

provide such locations that will not detract from the surrounding residential atmosphere of the neighborhood but allow viable businesses to operate in existing buildings/structures.

B. Permitted uses. Permitted uses for the OB-1 District shall be as follows:

(1) Professional services and administrative activities, including but not limited to architects, engineers, brokers, insurance agents, realtors, physicians, dentists, artists and attorneys, within a single occupancy setting.

(2) Branch libraries and public information centers.

(3) Government offices serving the public.

C. Conditional uses. Conditional uses shall be as follows:

~~(1) Medical and dental offices in a multiple occupancy setting.~~

(1~~2~~) Day-care centers.

(2~~3~~) Civic or fraternal organizations.

~~(4) Government offices serving the public.~~

D. Area regulations

(1) Minimum lot area.

(a) Existing buildings/structures on site: none.

(b) New construction (conditional use): 1/2 acre.

(2) Maximum lot coverage (building/structure and paved area) shall be no greater than 50%, with the remainder being utilized for plantings and landscaping (new construction, with conditional use). Existing facilities shall not decrease any existing planted or landscaped areas on the site without obtaining a variance for said decrease from the Board of Adjustment.

(3) Minimum lot width.

(a) New construction, with conditional use: 100 feet.

(b) Existing facilities: existing dimension accepted.

(4) Maximum building/structure heights shall not exceed the requirements set forth within this chapter for the residential zoning district in which the building/structure exists.

(5) Minimum front yard setback (new construction, with conditional use): 30 feet. Existing facilities shall not be allowed to encroach further into the front yard area(s) if the setback is less than 30 feet.

(6) Minimum side yard setback (new construction, with conditional use): 15 feet. Existing facilities shall not be allowed to encroach further into the side yard area(s) if the setback is less than 15 feet.

(7) Minimum rear yard setback (new construction, with conditional use): 30 feet. Existing facilities shall not be allowed to encroach further into the rear yard area if the setback is less than 30 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures shall be located at least 5 feet from the rear lot line and at least 5 feet from the side lot line and shall not be located less than 5 feet from a principal structure.

§ 230-19.1. - BP Business Park District.

In a BP District, no building/structure or premises shall be used and no building/structure or part thereof shall be erected or altered which is arranged, intended or designed to be used, in whole or in part, for any purpose except for one or more of the following uses and complying with the requirements indicated:

A. The purpose of a Business Park District shall be to provide locations for the development of light to moderate industrial manufacturing, warehousing, wholesale and limited research establishments which, because of their type and nature, would be compatible with or adjacent to residential areas while still providing attractive landscaping, on-site recreation and a better working environment. The emphasis will be on employment rather than warehouse space. Also, the purpose is to provide guidelines and performance standards, which will control and confine any offensive features (i.e., noise, vibration, heat, smoke, glare, dust, objectionable odors, toxic wastes or unsightly storage) to the confines of the premises and within enclosed buildings or within a visually enclosed space.

B. Permitted uses. Permitted uses of the BP District shall be as follows:

(1) Manufacturing, assembling, converting, altering, finishing, cleaning, cooking, baking or any other type of manufacturing or industrial processing of any goods, materials, products, instruments, appliances and devices, provided that the fuel or power supply shall be of an approved type. Also included shall be all incidental clinics, offices and cafeterias for the exclusive use of in-house staff and employees. **Accessory retail storefront/gift shop is permitted for products that are manufactured on site. The area for this use must be incidental and subordinate to the manufacturing use and must meet all commercial building code requirements for the use. (NAICS Reference - 313: Textile Mills; 314: Textile Product Mills; 315: Apparel Manufacturing; 316: Leather and Allied Product Manufacturing (except 3161 {Hazardous}); 323: Printing and Related Support Activities; 326: Plastics and Rubber Products Manufacturing (except tires 32621{Hazardous}); 3271: Clay Product and Refractory Manufacturing; 327991: Cut Stone and Stone Product Manufacturing; 3322: Cutlery and Handtool Manufacturing; 3323: Architectural and Structural Metals Manufacturing; 3324: Boiler, Tank, and Shipping Container Manufacturing; 3325: Hardware Manufacturing; 3326: Spring and Wire Product Manufacturing; 3327: Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing; 3328: Coating, Engraving, Heat Treating, and Allied Activities; 33291: Metal Valve Manufacturing; 332991: Ball and Roller Bearing Manufacturing;**

332996: Fabricated Pipe and Pipe Fitting Manufacturing; 332999: All Other Miscellaneous Fabricated Metal Product Manufacturing; 3331: Agriculture, Construction, and Mining Machinery Manufacturing; 3332: Industrial Machinery Manufacturing; 333314: Optical Instrument and Lens Manufacturing; 333316: Photographic and Photocopying Equipment Manufacturing; 3335: Metalworking Machinery Manufacturing; 3336: Engine, Turbine, and Power Transmission Equipment Manufacturing; 3339: Other General Purpose Machinery Manufacturing (except 333913 {Hazardous}); 334: Computer and Electronic Product Manufacturing; 335: Electrical Equipment, Appliance, and Component Manufacturing; 337: Furniture and Related Product Manufacturing; 339: Miscellaneous Manufacturing)

(2) Research, design, testing and development laboratories.

(3) Printing, publishing, binding, packaging, storage, warehousing, distribution and trucking terminal operations and trucking schools.

(4) Business, professional or administrative offices.

(5) Municipal and public services and facilities, such as utility supply areas (i.e., water, sewer and electric), distribution facilities and substations.

(6) Truck or large vehicle repair facilities with associated parking area. All fuel and lubricant storage shall be installed in compliance with state and federal regulations and shall not be any closer than 500 feet from existing residence, residential district, school or building(s) used for assembly.

(7) Farm machinery manufacture, sales, storage and repairs.

(8) Heating, ventilating, cooling and refrigeration manufacturing.

(9) Building contractor yards.

(10) Veterinary clinics.

(11) Beverage blending, bottling (all types).

(12) Boat manufacture and repair (vessels less than five tons), boat sales and service.

(13) Dairy operations and dairy products, ice cream and cheese.

(14) Fruit and vegetable processing, including canning, preserving, drying and freezing.

(15) Greenhouses, commercial, wholesale or retail.

(16) Ice manufacture, including dry ice.

(17) Sign fabrication and painting shops.

(18) Wood product manufacture, including baskets, boxes, crates, barrels and veneer.

(19) Indoor or outdoor recreation.

C. Conditional uses. The following uses are permitted in the BP District in accordance with the provisions within Article IX (conditional use portion) of this chapter:

~~(1) Public, private or professional schools.~~

~~(2) Schools for vocational training.~~

~~(3) Day care centers.~~

(14) Radio-television facilities.

~~(5) Indoor or outdoor recreation.~~

(26) Craft distillery and microbrewery establishments, provided that:

(a) All permits and approvals required by the Delaware Alcoholic Beverage Commission are obtained and remain in full force and effect.

(b) All aspects of the distilling or brewing process are completely confined within a building, including storage of all materials and finished products.

(c) Such establishment offers the public, on a regular and continuing basis, various activities ancillary to its distilling and/or brewing process, including by way of example: tours of the premises, educational classes, demonstrations, tasting rooms, and retail sales areas limited to the sale of beer, mead, cider, or spirits brewed or distilled on the premises for consumption off-premises and other retail items.

(d) On-site consumption or tasting associated with a craft distillery or microbrewery establishment shall be permitted. Any area associated with on-site consumption or tasting shall not operate as a stand-alone bar or tavern, shall be located on the premises of the craft distillery or microbrewery establishment, and shall be ancillary to the primary use. "Ancillary" for purposes of this section means subordinate, auxiliary, smaller and less intensive than the primary use. On-site consumption or tasting of alcohol shall be limited to those products brewed or distilled on the premises, except as otherwise permitted by Delaware Law.

(e) All food sales shall be limited to prepackaged snack items or those food items prepared by a food establishment licensed by the State of Delaware. If a craft distillery or microbrewery intends to operate on its premises a food establishment that is otherwise a permitted use in this district (i.e. restaurant, café, or full-service restaurant), the City may require the property owner to provide the City with a letter of no objection from the Delaware Alcoholic Beverage Control Commissioner regarding the operation of a food establishment on the premises of a craft distillery or microbrewery.

(f) Outdoor seating and gathering areas shall be permitted subject to the following requirements:

i. Permanent and temporary outdoor seating and gathering areas shall be subject to building permit application and approval requirements.

ii. Outdoor seating and gathering areas and ancillary improvements shall include physical barriers from public rights-of-way and physical and visual barriers from adjoining properties. Physical barriers along public rights-of-way shall restrict access from the public rights-of-way to the outdoor seating and gathering areas and shall not exceed four feet in height. Barriers along adjoining property lines shall create a physical and visual barrier consisting of fencing six feet in height or vegetation at least six feet in height. The regulations herein shall be in addition to any regulations imposed by the State of Delaware.

iii. Maximum occupancy and points of ingress/egress shall be clearly marked. Occupancy of outdoor seating and gathering areas shall not exceed one person per 15 square feet of the outdoor seating and gathering areas identified in the building plans or any other occupancy limit established by the Office of the State Fire Marshall.

iv. All structures and uses related to outdoor seating and gathering areas and facilities are subject to the City of Milford Building Code and the City of Milford Zoning Code.

v. The occupancy of outdoor seating and gathering areas shall be included when calculating the building requirements and minimum parking standards required by the City of Milford and State of Delaware. Outdoor seating and gathering areas shall meet all requirements of the City of Milford and the State of Delaware.

vi. Tables, chairs, umbrellas, equipment, games, and any other items provided in connection with outdoor seating and gathering areas shall be maintained in good repair and shall be secured during non-business hours in a safe and orderly manner.

vii. Any licensing required by the Delaware Alcoholic Beverage Control Commissioner for outdoor seating and gathering areas shall be obtained.

D. Design standards and requirements. These are minimum requirements for all activities that are permitted or conditional uses. Conditional use activities are subject to much greater restrictions as may be required by City Council.

(1) All uses must be conducted within a completely enclosed building. There shall be no open storage of raw, in process or finished products, supplies or waste material, except that these items shall be shielded from public view by a landscaped screen that may include a fence or wall.

(2) All front yard areas and all areas open to public view shall be maintained in a neat and attractive condition.

(3) All loading and unloading operations shall be conducted at the side or rear of the building. In the loading and unloading process, no vehicles participating in these operations shall be allowed to extend into any public or private driveway or street or impede its traffic circulation.

(4) All odorous fumes or matter emitted into the environment from any/all fuel-burning equipment, open stacks and internal combustion engines must comply with the requirements set forth by the State of Delaware, Department of Natural Resources and Environmental Control (DNREC).

(5) Dust or particle debris from any processing or production operations will be minimized by the use of appropriate mechanical and/or electrical devices to the extent necessary to ensure that such emissions shall not be offensive at or beyond the property line of the industry/warehouse. All such activities will comply with the requirements set forth by the State of Delaware, Department of Natural Resources and Environmental Control (DNREC).

(6) The proposed use shall not endanger the surrounding areas to the possibilities of fire, explosion or contamination. All uses shall comply with state regulations which govern their operations. There shall be no allowance for the storage of radioactive materials or those materials deemed to be toxic or dangerous. All liquid storage shall have an approved containment (area) barricade capable of containing any failure of storage medium.

(7) The proposed use shall not allow the emission of heat or glare beyond its property line. All lighting shall be directed so as not to cause glare to the surrounding properties. The light source shall be shielded so as not to be visible from adjoining properties or streets.

(8) Walls.

(a) Exterior front and side walls are subject to site plan approval and must be finished on the exterior with the following:

[1] Architectural masonry units, excluding concrete block and cinder block.

[2] Natural stone.

[3] Precast concrete.

[4] Steel.

[5] Aluminum.

[6] Glass materials or their equivalent.

(b) Rear walls may be masonry block if the masonry block wall is appropriately painted. Finished building materials shall be applied to all sides of a building which are visible to the general public as well as from adjacent residential property and streets. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. The Planning Commission shall have the sole right to approve or disapprove materials and colors.

(9) No pipe, conduit, cable or line for water, gas, sewerage, steam, electricity or any other energy or service shall be installed or maintained upon a parcel outside of the building above the surface of the ground. All auxiliary machinery, equipment or facilities used on any parcel outside of any building in connection with such energies or services shall be located upon the parcel in such manner and upon such conditions as may be specifically approved by the Planning Commission and/or City Council during site plan or conditional use review.

E. Area regulations.

(1) Minimum area for a business park will be 40 acres.

(2) Minimum lot area shall be one acre (43,560 square feet).

(3) Maximum impervious lot coverage shall be 75%.

(4) Minimum lot width shall be 150 feet.

(5) Maximum building height shall be 50 feet.

(6) Minimum front yard setback shall be 30 feet.

(7) Minimum side yard setback shall be 15 feet. The setback shall be computed from the berm line, not the property line.

(8) Minimum rear yard shall be 25 feet. The setback shall be computed form the berm line, not the property line.

(9) Parking shall comply with the requirements provided in Article IV of this chapter.

(10) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(11) Signs shall comply with the requirements provided in Article VI of this chapter.

(12) Accessory structures in aggregate shall occupy no more than 10 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(13) Accessory structures shall be located in the side and rear lot areas.

(14) Accessory structures shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-19.2. - IS Institutional Service District.

A. Purpose. The purpose of the Institutional Service District is to further the public health, safety and welfare by providing a location for schools, governmental buildings and uses, health-care-related uses, a hospital, and all other health-care facilities with appropriate access to public streets, utilities and municipal services, adequate parking areas, and circulation of traffic. This district is created to serve residents of the City of Milford as well as surrounding areas by allowing the existing educational, governmental, hospital and health-care facilities and corresponding supporting uses and structures to expand, in order to meet the growing demand and needs of the community for these above-mentioned uses. This district has been created to establish reasonable standards for such educational, governmental, health-care facilities and services, as well as uses permitted in the R-8 Zoning District.

B. Permitted uses.

(1) Hospital and all other health-care facilities, including any and all support services related thereto.

(2) Outpatient health-care centers and health-care facilities.

(3) Professional and medical offices involving the diagnosis, treatment and care of humans, including any and all support services related thereto.

(4) Medical laboratories utilized for the diagnosis, treatment, and care of humans.

(5) Pharmacies.

(6) Heliports.

(7) Private education institutions and training centers.

(8) Nursing facilities, convalescent homes, and a continued-care retirement communities.

(9) Child or adult day-care facilities (including both day-care homes and day-care centers) to accommodate patients, patient families, health-care employers and their employees, and the public.

(10) Publicly and privately owned utilities, including supporting structures and uses, including but not limited to water, sewer, electric, communications, fiber optics, natural gas, data and computer processing, and similar uses and structures which reflect and incorporate technological advancements.

(11) Cafeteria facilities snack and gift shops, banking facilities, restaurants and retail or personal service shops primarily for the use of health-care employees, patients and visitors.

(12) Health-care uses and health-care facilities which reflect and incorporate technological advancements in the health-care industry.

(13) Ambulance and emergency rescue services.

(14) Maintenance and laundry facilities.

(15) Libraries

(16) Places of worship.

(17) Parking areas, including parking facilities.

(18) Publicly owned and/or health-related recreation facilities.

(19) Rehabilitation facilities.

(20) Government offices, municipal and public services and facilities, including city hall, water storage towers, water reservoirs, pumping stations, water treatment plants, sewerage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, police and fire stations and substations for electric, gas, and telephone facilities.

(21) Auditoriums.

(22) Modular office units.

(23) Overnight accommodations for patient families and individuals that are receiving treatment at the hospital facility.

(24) Public and private elementary, junior or senior high schools and colleges.

C. Conditional uses subject to special regulations. The following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions in Article IX of this chapter:

(1) All residential uses permitted in the R-8 Zoning District subject to its area regulations.

(2) Any residential housing owned, maintained and operated by a health-care organization for the primary benefit of its patients, patient families, students and/or residents and/or health-care employers and their employees.

(3) Places of worship.

(4) Emergency shelter facility.

(a) The lot on which an emergency shelter facility is located shall not be within 500 feet of a lot on which another emergency shelter facility or group home is located.

(b) All state licenses and permits for such a facility have been obtained.

(5) Community energy generating facility.

(a) The footprint of the solar array, as defined as the by the outer limit of the panels and exclusive of buffers shall be no larger than fifty (50) acres in size.

(b) No more than one Community Solar Energy Facility (SEF) shall be permitted on a parcel. All separate parcels in existence on June 1, 2023, shall be considered original parcels. Future subdivision of an original parcel shall not enable the development of additional Community Solar Energy Facilities.

(c) Facility location and siting shall be in accordance with the requirements of Title 26 Public Utilities of the Delaware Administrative Code, 3001 (Rules for Certification and Regulation of Electric Suppliers) as amended.

(d) Setbacks for the Facility shall be:

[1] Front setback shall be 75 feet.

[2] Side setback shall be 50 feet.

[3] Rear setback shall be 50 feet.

[4] Distance from any off-site dwelling unit shall be 100 feet.

[5] Distance from any State recognized Scenic Byway shall be 150 feet.

[6] Distance from any wetlands shall be 100 feet.

(e) The site area shall be planted to achieve a minimum six (6) foot high four-season visual barrier in accordance with the following guidelines:

[1] Include a variety of native evergreen trees. Existing native vegetation may be used to achieve the required planted buffer.

[2] A minimum of two (2) rows shall be installed and trees shall be planted in staggered rows. Plantings shall be placed at maximum 20 feet apart within the same row and 10 feet apart from the adjacent, staggered row.

[3] Include groundcover to minimize growth of invasive species or provide a mowing schedule until the area is fully established in a natural condition.

[4] The buffer shall be maintained to prevent disease from spreading and any trees that don't survive shall be replaced.

[5] A raised berm with a 1:4 side slope and flat top may be used to achieve minimum height at planting.

(f) The required buffer may be counted toward planting requirements included in this Chapter.

(g) If topsoil is removed for improvements, it shall remain on the site.

(h) Noninvasive, perennial vegetative ground cover must be maintained or established in all areas containing solar arrays and in required setbacks to prevent erosion and manage run-off. A seed mix will be used to promote the growth of a ground cover that is favorable to future use of the land by animals. The height of the vegetation growth shall be maintained as to reduce the possibility of the airborne spreading of weeds and seeds transmitted to other adjacent lands.

(i) A soils study establishing the presence of any contaminants shall be completed prior to construction and every five (5) years thereafter. Surface Soil samples shall be collected from the first six inches of soil. One composite sample shall be collected every 5 acres of SEF footprint. The composite sample should be a maximum of 10 aliquots collected from evenly spaced locations throughout the 5-acre footprint. A baseline sample shall be collected prior to the start of the SEF construction. The composite sample should be analyzed for the primary component of the installed solar panel via the prevailing EPA method for Inorganic Compounds. A letter report of findings shall be submitted within 45 days from receipt of the laboratory results to the City and shall include a summary table showing current and past results and the original certified laboratory results. A sketch showing the sample locations should be provided with the letter report. The full report shall be kept on file by the applicant and available for review by the City. If contaminate levels appear to exceed the baseline, the City will forward the report to DNREC to determine appropriate mitigation measures. If the 5 year and 10 year tests do not show material increase in the metal constituents tested, then testing interval may be extended to every 10 years.

(j) Signage, not to exceed six (6) square feet, identifying the operator, its contact numbers, 911 address and emergency contact information shall be posted at each entrance or exit of the property.

(k) Abandonment. A Community Energy Generating Facility that does not produce energy for a continuous period of one year or more shall be presumed to have been abandoned. The Applicant may request a Good Cause Exemption that may not be unreasonably withheld so long as all Real Estate and Personal Property Taxes are in Good Standing. Any Facility that has been abandoned without attaining a Good Cause Exemption must be decommissioned and removed within 180 days. Decommissioning must consist of:

[1] Physical removal of all solar photovoltaic facilities, structures, equipment, security barriers and transmission lines from the site.

[2] Recycling or disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

[3] Stabilization or re- vegetation of the site as necessary to minimize erosion. The
Planning Director is authorized to allow the owner or operator to leave landscaping or designated below-grade foundations in place in order to minimize erosion and disruption to vegetation and/or agriculture.

(l) Decommissioning plan.

[1] A decommissioning plan outlining the anticipated means and costs of removing the solar facility must be submitted, with the application.

[2] The decommissioning plan should ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The plan must include provisions for the removal of all structures and foundations, the removal of all electrical transmission components and the restoration of soil and vegetation.

[3] The owner/operator must provide a present-day decommissioning cost estimate and identify the parties responsible for decommissioning.

(m) Financial Assurance. The operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form and amount acceptable to the Department to secure payment of one hundred (100) percent of the anticipated cost of removal of all associated site improvements and restoration of the site to its pre-development condition. The financial assurance shall remain in full force and effect as long as the solar Facility remains in place. The financial assurance shall be reviewed and renewed every five (5) years to ensure the amount reflects the current market.

(6) Energy system utility scale solar & wind.

(a) The following are conditions specific to Solar Facilities:

[1] Setbacks for a Solar facility shall be:

[a] Front setback shall be 100 feet.

[b] Side setback shall be 75 feet.

[c] Rear setback shall be 75 feet.

[d] Distance from any off-site dwelling unit shall be 100 feet.

[e] Distance from any State recognized Scenic Byway shall be 150 feet.

[f] Distance from any wetlands shall be 100 feet.

[2] The required setback shall be planted to achieve a minimum six (6) foot high four-season visual barrier in accordance with the following guidelines:

[a] Include a variety of native evergreen trees. Existing native vegetation may be used to achieve the required planted buffer.

[b] A minimum of two (2) rows shall be installed and trees shall be planted in staggered rows. Plantings shall be placed at maximum 20 feet apart within the same row and 10 feet apart from the adjacent, staggered row.

[c] Include groundcover to minimize growth of invasive species or provide a mowing schedule until the area is fully established in a natural condition.

[d] The buffer shall be maintained to prevent disease from spreading and any trees that don't survive shall be replaced.

[e] A raised berm with a 1:4 side slope and flat top may be used to achieve minimum height at planting.

[3] A soils study establishing the presence of any contaminants shall be completed prior to construction and every five (5) years thereafter. Surface Soil samples shall be collected from the first six inches of soil. One composite sample shall be collected every 5 acres of SEF footprint. The composite sample should be a maximum of 10 aliquots collected from evenly spaced locations throughout the 5-acre footprint. A baseline sample shall be collected prior to the start of the SEF construction. The composite sample should be analyzed for the primary component of the installed solar panel via the prevailing EPA method for Inorganic Compounds. A letter report of findings shall be submitted within 45 days from receipt of the laboratory results to the City and shall include a summary table showing current and past results and the original certified laboratory results. A sketch showing the sample locations should be provided with the letter report. The full report shall be kept on file by the applicant and available for review by the City. If contaminate levels appear to exceed the baseline, the City will forward the report to DNREC to determine appropriate mitigation measures. If the 5 year and 10 year tests do not show material increase in the metal constituents tested, then testing interval may be extended to every 10 years.

[4] Signage, not to exceed six (6) square feet, identifying the operator, its contact numbers, 911 address and emergency contact information shall be posted at each entrance or exit of the property.

(b) The following are conditions specific to Wind Facilities:

[1] Setbacks for a Wind Facility shall be:

[a] Front setback shall be 800 feet.

[b] Side setback shall be 800 feet.

[c] Rear setback shall be 800 feet.

[d] Distance from any off-site dwelling unit shall be 1,000 feet.

[e] Distance from any State recognized Scenic Byway shall be 800 feet.

[f] Distance from any wetlands shall be 100 feet.

[2] No climbing pegs or tower ladders shall be located closer than 12 feet to the ground level at the base of the structure for freestanding single poles.

[3] The facility shall be designed to prevent unauthorized external access to electrical and mechanical components and shall have access doors that are kept securely locked.

[4] All access roads shall be gated and locked.

[5] All power transmission lines from the tower to any other building or other structure shall be located underground to the maximum extent practical.

[6] No tower shall be lit except to comply with Federal Aviation Administration requirements. Minimum-security lighting for ground level facilities shall be allowed as approved on the site plan. Security lighting shall be designed to minimize light pollution, including the use of light hoods, low-glare fixtures, and directing lights at the ground.

[7] All structures in a project shall be finished in a single, non-reflective, matte color or a camouflage scheme.

[8] Signs

[a] No advertising signs are allowed on any part of the WECS, including
fencing and support structures.

[b] No lettering, company insignia, advertising, or graphics shall be on any part of the tower, hub, or blades.

[c] Appropriate warning signs shall be posted. At least one sign shall be posted at the base of the tower warning of electrical shock or high voltage. A sign shall be posted on the entry area of the fence around each tower or group of towers and any building (or on the tower or building if there is no fence) containing emergency contact information, 911 address, including a local telephone number with 24-hour, 7-days-a-week coverage. The City may require additional signs based on safety needs.

[9] Noise level shall not exceed 50 dBA, including constructive interference at existing off-site residences, businesses, and public buildings.

(c) The following are conditions required for all Utility Solar and Wind Energy Facilities

[1] Required buffers may be counted toward planting requirements included in this Chapter.

[2] If topsoil is removed for improvements, it shall remain on the site.

[3] Noninvasive, perennial vegetative ground cover must be maintained or established in all areas containing solar arrays and in required setbacks to prevent erosion and manage run-off. A seed mix will be used to promote the growth of a ground cover that is favorable to future use of the land by animals. The height of the vegetation growth shall be maintained as to reduce the possibility of the airborne spreading of weeds and seeds transmitted to other adjacent lands.

[4] Abandonment. A Utility Solar or Wind Facility that does not produce energy for a continuous period of one year or more shall be presumed to have been abandoned. The Applicant may request a Good Cause Exemption that may not be unreasonably withheld so long as all Real Estate and Personal Property Taxes are in Good Standing. Any Utility Solar Facility that has been

abandoned without attaining a Good Cause Exemption must be decommissioned and removed within 180 days. Decommissioning must consist of:

[a] Physical removal of all solar photovoltaic facilities, wind turbines, structures, equipment, security barriers and transmission lines from the site.

[b] Recycling or disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

[c] Stabilization or re-vegetation of the site as necessary to minimize erosion. The Planning Director is authorized to allow the owner or operator to leave landscaping or designated below-grade foundations in place in order to minimize erosion and disruption to vegetation.

[5] Decommissioning plan.

[a] A decommissioning plan outlining the anticipated means and costs of removing the facility must be submitted, with the application.

[b] The decommissioning plan should ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The plan must include provisions for the removal of all structures and foundations, the removal of all electrical transmission components and the restoration of soil and vegetation and/or agriculture.

[c] The owner/operator must provide a present-day decommissioning cost estimate and identify the parties responsible for decommissioning.

[6] Financial Assurance. Prior to final plan approval, the operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form and amount acceptable to the Department to secure payment of one hundred (100) percent of the anticipated cost of removal of all associated site improvements and restoration of the site to its pre-development condition. The financial assurance shall remain in full force and effect as long as the facility remains in place. The financial assurance shall be reviewed and renewed every five (5) years to ensure the amount reflects the current market.

D. Area regulations.

(1) The minimum area to request an Institutional Service District shall be 20 acres.

(2) Maximum lot coverage shall be 75%.

(3) Minimum lot width shall be 150 feet.

(4) Height of buildings, including any hospital structure existing as of the date of enactment of this section, shall not be greater than 140 feet, excluding smokestacks and/or other rooftop ancillary services (such as heating and air conditioning equipment, staircases, fire escapes or walkways, elevator shafts, enclosed mechanical rooms and similar appurtenances).

(5) Minimum front yard setback shall be 50 feet.

(6) Side yards shall be a minimum of 50 feet.

(7) Minimum rear yard setback shall be 50 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 10 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-19.3. - IM Institutional Medical District.

A. Purpose. The Institutional Medical District is intended to achieve the following:

(1) To encourage a harmonious pattern of institutional development which can mutually benefit the City of Milford and the institutions themselves.

(2) To encourage the development of institutional medical uses in accordance with approved standards and to promote the planning for the location of future health institutional uses serving a regional population.

B. Permitted uses.

(1) Outpatient health-care clinics.

(2) Professional offices, medical offices, and medical laboratories involving the diagnosis, treatment and care of humans, including any and all support services related thereto.

(3) Private education institutions and training centers related to health care (but not including other trade schools).

(4) Nursing facilities and/or convalescent homes.

(5) Child or adult day-care facilities (including both day-care homes and day-care centers) to accommodate patients, patient families, health-care employers and their employees, and the public.

(6) Data and computer processing, and similar uses and structures which reflect and incorporate technological advancements.

(7) Parking areas, including parking facilities.

(8) Rehabilitation facilities and fitness centers related to health-care fitness and wellness.

(9) Government offices, municipal and public services and facilities, including city hall, water storage towers, water reservoirs, pumping stations, water treatment plants, sewerage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and

distribution lines, police and fire stations and substations for electric, gas and telephone facilities.

(10) Public and private elementary, junior or senior high schools and colleges.

(11) Cafeteria facilities, snack and gift shops, banking facilities, restaurants, retail, personal service shops, and laundry facilities primarily for the use of health-care employees, patients and visitors.

(12) Pharmacies.

(13) Hospitals and all other health-care facilities, including any and all support services related thereto.

C. Conditional uses subject to special regulations. The following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions in Article IX of this chapter:

(1) All residential uses permitted in the R-8 Zoning District subject to its area regulations.

(2) Any residential housing owned, maintained and operated by a health-care organization for the primary benefit of its patients, patient families, and/or health-care employers and their employees as well as overnight accommodations for patient families and individuals that are receiving treatment from a hospital or other health-care facility.

(3) Emergency shelter facility.

(4) Places of worship.

D. Area regulations.

(1) The minimum area to request an Institutional **Medical**~~Service~~ District shall be 20 acres.

(2) Maximum lot coverage shall be 75%.

(3) Minimum lot width shall be 150 feet.

(4) Height of buildings shall not be greater than 50 feet measured from ground level at the building's main entrance, excluding rooftop ancillary services (such as heating and air conditioning equipment, staircases or walkways, elevator shafts, and similar appurtenances).

(5) Minimum front yard setback shall be 30 feet

(6) Side yards shall be a minimum of 20 feet with an aggregate of 50 feet.

(7) Minimum rear yard setback shall be 50 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 10 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-19.4. - R-8 Garden Apartment and Townhouse District.

In an R-8 District, no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The purpose of the R-8 District is to provide for the orderly development of existing and proposed medium- to high-density residential areas where adequate public facilities exist. The district will permit development of garden-type apartments as well as townhouses that will yield high densities in selected areas, multifamily dwellings and a variety of housing types.

B. Permitted uses. Permitted uses for the R-8 District shall be as follows:

(1) All uses permitted in an R-2 District

(2) Single-family semidetached dwellings.

(3) Two-family dwellings.

(4) Townhouses.

(5) Garden Apartments.

C. Conditional uses subject to special regulations. The following uses and any conditional use allowed in R-1 District may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions of Article IX of this chapter and are subject to the area regulations for the R-1 zoning district unless otherwise noted below:

(1) Rooming or boarding houses.

(2) Business or professional offices (nonresident); minimum lot size one acre.

(3) Nursing homes; minimum lot size one acre.

(4) M**anufactured** ~~obile~~ home parks.

(5) Tiny home village. ~~, subject to conformance with the following requirements and subject to site plan review:~~

~~(a) The total area to be developed as a mobile home park shall be at least 20 acres.~~

~~(b) The maximum density shall not exceed eight units per acre.~~

~~(c) Mobile home parks with more than 25 units shall provide at least 5,000 square feet or 400 square feet per lot of open space. At least 10% of the open space shall be developed as a recreational area.~~

~~(d) Landscape screening shall be required along all property lines. The screening shall be accomplished with an evergreen hedge, shrubs or trees. The screen shall be located not less than five feet from the property line.~~

~~(e) Common sidewalks four feet in width shall be required where pedestrian traffic is located. Individual sidewalks 2 1/2 feet wide shall connect each mobile home unit to the common walk.~~

~~(f) Off-street parking shall be provided on the basis of two spaces per lot. All parking areas shall be located not more than 400 feet from the mobile home unit. There shall be no on-street parking.~~

~~(g) Signs shall comply with the requirements provided in Article VI of this chapter.~~

~~(h) Streets shall be required from abutting public streets to individual lots. The streets shall be designed to minimize congestion and traffic hazards and must be built to the street and storm drainage specifications of Chapter 200, Subdivision of Land, of this Code. No more than two streets shall intersect at one point.~~

~~(i) Minimum requirements for mobile home lots.~~

~~[1] Lot area shall be 5,000 square feet per mobile home.~~

~~[2] Width shall be 40 feet.~~

~~[3] Public street setback shall be 50 feet.~~

~~[4] Mobile home park setback shall be 35 feet.~~

~~[5] Mobile home street or parking area setback shall be 30 feet.~~

~~[6] Distance from other mobile homes and buildings shall be 25 feet.~~

~~[7] One patio shall be required per unit, 10 feet by 40 feet paved.~~

~~[8] Landscaping shall be one tree per lot.~~

~~[9] Mobile homes must meet the requirements of the Federal Manufactured Housing Construction and Safety Standard Act of 1974.~~

~~[10] The entire lot occupied by a mobile home park shall be maintained in single ownership throughout the entire life of the mobile home park.~~

D. Area regulations.

(1) Single-family and two-family dwellings shall be subject to the following area regulations:

(a) Minimum lot area shall be 7,500 square feet.

(b) Maximum building coverage shall be 40%.

(c) Minimum lot width shall be 60 feet.

(d) Minimum front yard setback line shall be 30 feet.

(e) Side yards shall be provided as follows: Each lot shall have at least two side yards eight feet in width.

(f) Minimum rear yard setback shall be 15 feet. For corner lots, the rear yard setback may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(2) Single-family semi-detached.

(a) Minimum interior lot area shall be 4,000 square feet and minimum corner lot area shall be 6,500 square feet.

(b) Maximum lot coverage shall be 40%.

(c) Minimum lot width shall be 40 feet.

(d) Minimum front yard setback line shall be 30 feet.

(e) Side yards shall be provided as follows: each lot shall have at least one side yard setback per lot eight feet in width.

(f) Minimum rear yard setback shall be 15 feet. For corner lots, the rear yard setback may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(3) Townhouse.

(a) Minimum townhouse project size shall be one acre.

(b) Minimum lot area shall be 2,000 square feet.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 20 feet.

(e) Minimum front yard setback line shall be 30 feet.

(f) Minimum rear setback shall be 30 feet.

(g) Minimum side yard setback shall be 10 feet, aggregate of 30 feet.

(h) The number of dwelling units per group shall not exceed eight nor be fewer than three.

(i) The number of dwelling units per acre shall not exceed 8.

(j) There shall be within any contiguous group of townhouses at least three different architectural plans having substantially different designs and building materials. In addition, no more than three continuous townhouses shall have the same front setback, and the variations in front setback shall be at least four feet.

(4) Garden or low-rise apartments.

(a) Minimum apartment project size shall be one acre, with a minimum of 2,500 square feet of lot area for each dwelling unit.

(b) Maximum lot coverage shall be 80%.

(c) Minimum lot width shall be 50 feet.

(d) Minimum front yard setback shall be 30 feet.

(e) Minimum rear yard setback shall be 30 feet.

(f) Minimum side yard setback shall be 20 feet.

(g) The maximum number of dwelling units per building shall be 24.

(h) The number of dwelling units per acre shall not exceed 8.

(i) Distance between buildings or group of buildings shall be as follows: each building or group of buildings shall be at least 25 feet from any other building or groups of buildings.

(5) Manufactured Home Parks

(a) The total area to be developed as a mobile home park shall be at least one acre.

(b) The number of dwelling units per acre shall not exceed 8.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 40 feet.

(e) Minimum lot area shall be 4,000 square feet.

(f) Minimum front yard setback shall be 25 feet.

(g) Minimum rear yard setback shall be 15 feet.

(h) Minimum side yard setback shall be 8 feet.

(i) Mobile homes must meet the requirements of the Federal Manufacturer Housing Construction and Safety Standard Act of 1974.

(6) Tiny Home Village

(a) The total area to be developed as a tiny home village shall be at least one acre.

(b) The number of dwelling units per acre shall not exceed 8.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 40 feet.

(e) Minimum lot area shall be 4,000 square feet.

(f) Minimum front yard setback shall be 25 feet.

(g) Minimum rear yard setback shall be 15 feet.

(h) Minimum side yard setback shall be 8 feet.

(i) Tiny homes must meet the requirements of the adopted building code of the City of Milford.

(7~~5~~) Height of buildings shall not exceed 35 feet. Accessory buildings shall not exceed 15 feet in height.

(8~~6~~) Parking shall comply with the requirements provided in Article IV of this chapter.

(9~~7~~) Signs shall comply with the requirements provided in Article VI of this chapter.

(10~~8~~) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(11~~9~~) Open space and recreational amenities shall comply with the requirements of Chapter 230-19.7.

(12~~10~~) Accessory structures for non-residential uses in aggregate shall occupy no more than 10 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(13~~11~~) Accessory structures for non-residential uses shall be located in the side and rear lot areas.

(14~~12~~) Accessory structures for non-residential uses shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-19-8. – Tree Planting and Preservation.

A. Purpose. The purpose of this section is to establish standards and requirements for the protection and planting of trees and woodlands because it is recognized that woodlands and trees are not only desirable, but are essential to the health, safety, and welfare of the population in that they provide oxygen, reduce carbon dioxide, stabilize soil, cleanse the air by transpiring clean water into the atmosphere, cleanse water passing into the ground through the root system, provide protection for wildlife and their habitats, provide shade, reduce noise and glare, increase property values, and provide an important physical, aesthetic, and psychological balance to the built environment.

B. Definitions.

CALIPER DIMENSION — The term "caliper dimension" means an outside diameter measurement of the trunk of a tree measured at a vertical distance of three feet above grade.

CLEARING — The removal of trees from an area of 5,000 square feet or greater, whether by cutting or other means. The term "clearing" shall not include the removal of trees for landscaping purposes by individual lot owners.

DESIGN PROFESSIONAL — The term "design professional" shall be any person licensed as a landscape architect or architect, or Delaware certified nursery professional.

DEVELOPMENT AREA — The area containing all new site features (buildings, parking and drive areas, pedestrian walks, stormwater management areas, buffer areas etc. but not underground utilities) proposed by a plan. The development area shall be delineated using property lines and lines run straight across the property from one property line to another without bending or curving.

DRIPLINE — A line on the ground established by a vertical plane extending from a tree's outermost branch tips to the ground, i.e., the line enclosing the area directly beneath the tree's crown, from which rainfall would drip.

TREE — Any self-supporting, woody perennial plant, usually having a main stem or trunk and many branches and at maturity normally attaining a trunk diameter greater than three inches at any point and height of over ten feet.

TREE PROTECTION AREA — Any portion of a site wherein are located existing trees which are proposed to be retained in order to comply with the requirements of this section. The tree protection area shall include no less than the total area beneath the tree canopy as defined by the dripline of the tree or group of trees collectively.

WOODLAND — An area of contiguous wooded vegetation (7,500 square feet or greater), where trees exist at a density of at least one tree with a caliper dimension of six inches or greater per 375 square feet of land and where the tree branches form a contiguous canopy.

C. Applicability. The terms and provisions of this section shall apply to any activity on real property which requires conditional use, site plan or subdivision approval of the Planning Commission or City Council as set forth in Chapter 200 and Chapter 230, except the provisions in [sub]section 19.8(D) which shall apply to all real property.

D. Tree preservation.

(1) Trees required by the City to be replaced. Trees required by the City as a part of a conditional use, subdivision, or site plan approval shall not be removed unless they are diseased or

infested, or present a danger to life and property. In cases where such trees are removed, they must be replaced with a tree planting in accordance with the table of trees standards kept in the Planning Department.

(2) Trees of special value. Trees having a historic value, as determined by the state historic preservation officer, or that are of an outstanding nature due to type or species, age, or other professional criteria, may be required by the City to be preserved. Such trees may be prohibited from being removed by the Planning Director until such time that the City has granted approval to remove such trees.

(3) Tree preservation in wetlands. No portions of wetland areas shall be developed or cleared of vegetation unless granted permission under state and/or federal permit; and they shall remain as essentially undisturbed areas protected under the provisions set forth in Chapter 230.

(4) Clearing prohibited without approval. Clearing, as defined by this section, for any purpose whatsoever, except the establishment of trails and pathways (not greater than eight feet in width) and open yard areas, shall be prohibited unless approved by the City through the site plan, conditional use, or subdivision review process.

E. Woodland preservation.

(1) Tree preservation and selective clearing plan required. All site development proposals which involve the development of woodland areas and require City approval shall include a tree preservation and selective clearing plan as part of the preliminary submission plan. The tree preservation and selective clearing plan shall be prepared in accordance with the provisions of subsection 19.8(E), subsection 19.8(G) and subsection 19.8(H) of this section.

(2) Limited clearing for site development allowed. Generally, site development plans for the construction of a new building within existing woodland areas shall limit clearing of the land to those areas necessary to provide for the placement of the building or group of buildings, adequate access onto the property and to the proposed building or group of buildings, utility placement, off-street parking and yard areas to allow for daylight infiltration and building maintenance. When woodland areas are proposed to be cleared to allow for new construction, clearing within the area of the proposed construction shall be limited to an area of 30 feet from proposed building foundation, and 15 feet from off-street parking lots, and utility placement.

(3) Maximum clearing requirement. Specifically, no more than 50 percent of a lot, parcel or tract of land occupied by woodland vegetation may be cleared for any purpose.

F. Tree preservation and planting in nonwoodlands.

(1) Tree preservation and planting plan required. All developments requiring approval of the City shall be required to submit, with its application and plans, a tree preservation and planting plan as set forth in subsection 19.8(H), and shall conform with the following provisions.

(2) Tree density. For each property required to submit a tree preservation and planting plan, a development area as defined in this section shall be delineated within the nonwoodland area of the property. Within this development area, existing trees may be retained and new trees shall be planted such that the development area shall attain or exceed a tree density of one tree per **10,000 square feet of lot area for residential land development and one tree per 5,000 square feet of nonresidential land development** ~~3,000 square feet or fraction thereof~~.

(3) Minimum standards for new trees. For new trees to be counted toward the required tree density, they must be of a species and size as set forth in the table of trees approved by the City and kept on file in the office of the Planning Director, or be of an alternate species found acceptable by the City.

(4) Minimum standards for existing trees. For existing trees to be counted toward the required tree density, the tree shall have a minimum caliper dimension of two inches. No trees over eight inches in caliper dimension shall be removed unless within an area of 30 feet from the proposed building foundation, off-street parking lot, and utility placement.

G. Tree protection and planting requirements.

(1) Application. The following guidelines and standards shall apply to activities regulated under Chapter 200 or Chapter 230:

(2) Protection required. To protect the required trees or woodland and their critical root zone, a tree protection area delineated by the dripline of a tree or group of trees to be retained, shall be established. The protection area shall not be disturbed by site utility and grading work, by construction activities such as parking, material storage, concrete washout, sedimentation intrusion or erosion, or other activity. Damage to trees or woodlands and their critical root zones shall require tree plans to be revised to compensate for the loss as determined by the City Arborist or a qualified professional/consultant.

(3) Protection measures. Tree protection areas shall be protected by fencing, staking, or continuous ribbon and, where necessary, silt screens which shall be situated to coincide with the dripline of the tree or group of trees to be preserved. Protection measures shall be erected prior to construction, and must remain until final landscaping is installed.

(4) Planting requirements. New trees proposed to be planted for credit toward the density requirement shall have spacing that is compatible with the spatial site limitations and with responsible consideration toward species size when mature. Species selected for planting must be ecologically compatible with the specifically intended growing site. Trees selected for planting shall be free from injury, pest, disease, and disorders.

H. Tree preservation, planting and selective clearing plans.

(1) Plan specifications. A tree preservation and planting plan or a preservation and selective clearing plan, prepared by or in conjunction with a design professional, shall be shown on a copy of a preliminary major subdivision plat, or site plan, as appropriate to the proposed development, drawn to the same scale and covering the same area as the other plan documents prepared for the Planning Commission or City Council meeting. The plan may be combined with a required buffer and landscape plan for the project, at the option of the developer. The plan shall provide sufficient information and detail to clearly demonstrate that all applicable requirements and standards of this section will be fully satisfied.

I. Tree mitigation.

(1) City Council or Planning Commission waiver. The City Council or Planning Commission may waive the provisions of subsections 19.8(E)(2), 19.8(E)(3), and 19.8(F)(2), and require replacement planting for mitigation purposes should the City Council or Planning Commission determine, after demonstration by the applicant, that due to physical limitations of the land which would otherwise prohibit the reasonable use of the land, or for purposes of preserving, protecting and promoting the interest of public health, safety, welfare and/or public

convenience. All tree mitigation plantings must occur within the corporate limits of the City of Milford. Tree mitigation may occur off-site in accordance with the provisions listed below in this ordinance:

(a) If a waiver is sought from the provisions of subsection 19.8(F)(2), new tree plantings are required at a rate of 1:1. All new tree plantings shall meet the minimum size at planting requirements of the City of Milford table of trees.

(b) If a waiver is sought from the provisions of subsection 19.8(E)(2) and/or subsection 19.8(E)(3), then mitigation must be in the form of newly created woodland areas. New woodlands shall be created at a rate of 1.25 times the amount of woodlands to be removed. A woodland mitigation plan shall be prepared by a licensed forester, landscape architect, or certified nursery professional, for the consideration of the City Council or Planning Commission.

(c) All tree mitigation must occur on-site unless an off-site location is specifically approved by the City Council or Planning Commission. When considering off-site locations for tree mitigation, the City Council or Planning Commission shall consider:

[1] A physical hardship related to the land which would otherwise prohibit compliance on the subject site.

[2] Whether the mitigation plan proposed by the applicant is superior in terms of environmental benefits, tree quality, or aesthetic qualities compared to strict compliance with the ordinance on-site.

(2) Tree mitigation required for unauthorized clearing. In the event that trees or woodland areas to be preserved under this ordinance or as a condition of a site plan, subdivision, or conditional use approval are illegally removed, tree mitigation shall be required. All tree mitigation plantings must be placed on the same lot, parcel, or tract on which the illegal clearing occurred. All replacement trees must be of the same or a similar variety as the trees illegally removed.

(a) If trees have been removed from non-woodland areas, new tree plantings shall be provided in accordance with the table below:

Caliper Dimension of Trees Removed	Number of Trees Required	Caliper dimension at Planting
25″ or larger	5 trees	3″
17″ to 24″	3 trees	3″
9″ to 16″	3 trees	3″
8″ or less	2 trees	3″

* Note—All trees replanted must be guaranteed to survive a minimum of one year.

(b) If trees have been removed from woodland areas, then mitigation must be in the form of newly created woodland areas. New woodlands shall be created at a rate of 1.75 times the amount of woodlands that were illegally removed. The woodland unlawfully removed must be replanted to satisfy a portion of this requirement. A woodland mitigation plan shall be prepared by a licensed forester, landscape architect, or certified nursery professional, for review and approval by the Planning Director.

(c) If the applicant wishes to provide replacement plantings on any property other than the one on which illegal clearing occurred, the mitigation plan must be reviewed and approved by the City Council or Planning Commission. When considering off-site locations for tree mitigation, the City Council or Planning Commission shall consider:

[1] A physical hardship related to the land which would otherwise prohibit compliance on the subject site.

[2] Whether the mitigation plan proposed by the applicant is superior in terms of environmental benefits, tree quality, or aesthetic qualities compared to strict compliance with the ordinance on-site.

(3) The City Council or Planning Commission may require tree mitigation areas to be planted in permanent conservation through deed restrictions, conservation easements, or donations to land trusts.

ARTICLE IV - Off-Street Parking and Loading

§ 230-20. - General provisions.

A. Parking space size. Parking space sizes shall be in accordance with § 230-21.

B. Parking spaces in residential driveways and garages. Driveways and garages shall be considered as constituting off-street parking space for one-family detached, semidetached, townhouse and multi-family dwellings , provided that the driveway shall be a minimum of 10 feet in width with a curb cut no greater than 20 feet in width and such driveways and garages meet the minimum requirements for off-street parking outlined in this section. Residential driveways must be constructed with an approved dustless surface such as asphalt, concrete, pavers or other material that will not wash away or emit dust into the air. Residential driveways shall provide a minimum of two feet of separation between the driveway and the side property line, unless a cross-access easement agreement is provided between property owners for a shared driveway. Driveways for corner lots shall be located off of the street with a lesser road classification as determined by the Planning Director and shall be located as far away from the intersection as practically possible. Curb cuts shall be constructed as required by the City Construction Standards and shall be limited to the frontage of the lot served.

C. Location of parking spaces within parking lots. All parking spaces shall be set back 15 feet from any street line and 5 feet from any property line. Parking spaces shall be located so that no spaces are a greater distance than 600 feet from the building or use to which they are assigned, provided that this requirement shall not apply to parking spaces for auditoriums, stadiums, assembly halls, gymnasiums and other places of assembly or industrial, wholesaling and manufacturing establishments.

D. Parking spaces assigned to more than one use. Parking spaces for separate buildings or uses in all zoning districts may be combined in a single lot, provided that the number of parking spaces in the lot shall equal the sum of the parking spaces required for each building and use, except that the parking spaces required for places of assembly may include parking spaces assigned to other uses, provided that the place of assembly shall not be used at a time when the other uses are carried on.

E. No off-street parking required in the C-2 Central Business District. No on-site, off-street parking shall be required in the C-2 District for newly constructed establishments or existing structures. Existing municipal parking facilities shall provide the necessary parking in this zoning district.

F. Parking lots. Whenever a parking lot is located across the street from a residential use, it shall be edged with low-profile evergreen hedge planting located along a line drawn parallel to the street and a distance of 10 feet therefrom, such hedge to be interrupted only at points of ingress and egress. The open area between such hedge and the street shall be landscaped in harmony with the landscaping prevailing on neighboring properties fronting on the same street. Ground cover, shrubs, trees and landscape screening shall be located and maintained so as not to interfere with vehicular and pedestrian traffic on the property or with sight clearance and exits.

G. Fractional spaces. When the application of a unit of measurement for parking space or loading space to a particular use or structure results in a fractional space, any fraction under 1/2 shall be disregarded and fractions of 1/2 or over shall be counted as one parking space or loading space.

H. Boat, trailer, bus and van parking. In any residential district, no house trailer, camper, boat trailer, bus or boat shall be parked in the front yard. Parking is allowed in the side or rear yards five feet from the property line if it does not take up space normally occupied by an automobile. All vehicles requiring a trailer for transportation must be stored on a registered trailer.

I. Non-residential points of ingress and egress. Only one accessway shall be permitted for each 100 feet of frontage upon a public road. Such accessway shall be not less than 24 feet and not more than 32 feet in width when the entrance requires two-way traffic, unless otherwise approved by the State of Delaware Department of Transportation for an entrance on a State maintained road. Such accessway shall not be less than 12 feet in width when the entrance is for one-way traffic, unless otherwise approved by the State of Delaware Department of Transportation for an entrance on a State maintained road. No two accessways on the same lot shall be placed within 75 feet of each other. The entrance shall be setback 5 feet from any adjoining property line unless otherwise noted under the conditional use requirements.

J. All parking spaces for use in conjunction with public parking lots, garages, storage areas operated on a commercial basis and parking areas accessory to multifamily, commercial, industrial and office uses shall be appropriately paved and striped.

K. All permanent parking areas shall be enclosed with upright concrete curbing at least six inches in height. The Planning Director may relax this requirement for a portion of a parking area when there is a demonstrated need to convey stormwater to a proposed or approved stormwater management area. Parking blocks are required at the head of all parking spaces where curb is not provided. Curbing shall not be required for loading areas, handicapped access and for parking spaces accessory to a one-family or two-family residence. Buildings and sidewalk shall be protected by upright concrete curbing at least six inches in height, bollards or other object approved by the Planning Director that demonstrates protection of pedestrians and property.

L. Parking Lots: Interior Landscaping. To reduce the visual impact of large expanses of parking and to create a more pedestrian-friendly environment, interior parking lot landscaping is required. Green space in the form of landscape islands and/or peninsulas are required to break up rows of parking spaces as follows:

(1) If the total number of parking spaces is less than 100, the minimum requirement is:

(a) Islands at both ends of each row of parking (minimum of 9' x 18').

(b) One island or peninsula (minimum of 9' x 18') for every 10 contiguous spaces.

(c) No more than two (2) contiguous bays (four total rows) without a 9' wide island separating the two (2) bays from additional parking bays or drive aisles.

(d) Minimum of one (1) 2-1/2" caliper shade tree with a mature height of 12 feet shall be provided per 200 square feet of interior green space within the parking lot islands.

(2) If the total number of parking spaces is 100 or greater, the minimum requirement is:

(a) Islands at both ends of each row of parking (minimum of 9' x 18').

(b) One island or peninsula (minimum of 9' x 18') for every 12 contiguous spaces.

(c) No more than three (3) contiguous bays (six total rows) without a 9' wide island separating the three (3) bays from additional parking bays or drive aisles.

(d) Minimum of one (1) 2-1/2" caliper shade tree with a mature height of 12 feet shall be provided per 200 square feet of interior green space within the parking lot islands.

M. Bicycle Parking Facilities. All parking facilities containing less than ten (10) parking spaces shall provide one bicycle rack with no less than five (5) spaces. For parking facilities with ten (10) or more parking spaces, five (5) bicycle spaces plus one (1) per every twenty (20) parking spaces shall be provided, not to exceed more than twenty (20) bicycle parking spaces in any one facility. The Planning Commission or City Council may waive the requirement for the bicycle parking if it is demonstrated that bicycle parking would not be appropriate for safety reasons or due to the nature of the use of the site.

N. Illumination. Parking lots shall be property illuminated per the most recent version of the Illuminating Engineering Society (IES) Standards.

O. Parking of vehicles on unpaved surfaces within the front yard of all districts shall be prohibited. Exception: emergency vehicles.

P. Garbage Enclosure. Commercial, industrial, institutional or residential multi-family sites shall provide trash enclosures to adequately serve the proposed uses. Enclosures shall be conveniently placed on the site for commercial or residential tenants to use and shall be no farther than 300 feet from the intended users. Trash enclosures shall be constructed with similar materials to other buildings on the site. Receptacles shall be situated at an appropriate location as to not constitute a nuisance for users of the property and adjoining property owners and shall be appropriately screened to improve the appearance of the area.

Q. Parking Lots: EV Charging Stations.

(1) If the total number of parking spaces is less than 100, the recommended number of charging stations is zero.

(2) If the total number of parking spaces is 100 or greater, the recommended number of charging stations is one (1) EV charging station per 25 parking spaces.

§ 230-21. - Parking and loading standards.

A. Design standards.

(1) Parking spaces and aisle ways shall be designed in accordance with the following dimensional standards:

Parking Angle	Stall Width (feet)	Aisle Way to Curb (feet)	Aisle Way Width

90°	9	18	20 feet (one-way) 24 feet (two-way)
60°	9	20	18 feet (one-way) 22 feet (two-way)
45°	9	18	14 feet (one-way) 22 feet (two-way)
Parallel	10	20	14 feet (one-way) 22 feet (two-way)

(2) All spaces reserved for handicapped accessibility shall conform to the requirements set forth by the federal standards provided by the ADA (Americans with Disabilities Act).

B. Use standards. All uses permitted in this chapter shall be subject to the following minimum off-street parking requirements in addition to any special requirements as indicated in each zoning district.

Types and Uses	Required Off-Street Parking Spaces
Auditorium, stadium, assembly hall, gymnasium, theater (excluding drive-in) and community or recreation center	1 space per 4 seats or 1 space per each 40 square feet of floor area available for the accommodation of movable seats in the assembly room, whichever applies
Automotive Repair	3 spaces per service bay
Automotive or Outdoor Sales	1 space per 200 square feet of floor area in the main display room plus 1 space per each 1,500 square feet of outdoor display area plus 1 space for each employee on the shift of greatest employment
Bed and Breakfast	1 space per guestroom plus required parking for family residence
Group home, other than for the care of disabled and elderly persons. ~~Community Residential Treatment Program~~	1 space per **2 sleeping rooms**~~4 residents plus 1 space per employee~~
Daycare, Nursery School or Kindergarten	1 space per 10 children plus 1 space per employee on the shift of greatest employment
Elementary or Junior High School	1 space for each 8 seats in auditorium, cafeteria or gymnasium
High School, Technical School, College or University	1 space for each classroom plus 1 parking space for each employee or 1 space for each 5 auditorium seats, whichever is greater
Fire station	1 space per employee on the maximum shift or 1 space for each 40 square feet of floor area available for the accommodation of movable seats in the assembly room, whichever is greater
General Offices	1 space per 250 square feet of gross floor area
Medical and Dental Offices	1 space per 200 square feet of gross floor area

Hospitals, Nursing Home or Sanatorium	1 space per 3 beds
Hotel and motel	1 space for each guest room plus 75% of the normal spaces required for accessory uses (e.g. banquet rooms, meeting rooms, restaurants, etc.)
Indoor and commercial outdoor recreation	1 space for each 150 square feet of gross floor area or 1 per 4 seats of facilities available for patron use, whichever is applicable
Industrial, manufacturing or wholesaling establishment	1 space per 2 employees on the shift of the greatest employment, plus 1 per 200 square feet of floor area devoted to sales
Museum, Art Gallery, Library and similar use	1 space per 300 square feet of gross floor area
Places of Worship	1 space per 4 seats or 1 space for each 40 square feet of floor area available for the accommodation of movable seats in the assembly room, whichever applies
Professional Home Occupation	1 space per 300 square feet of floor area devoted to a business plus 1 space per each outside employee, if there is one
Restaurants, fast food, taverns and similar uses	1 space per 3 seating accommodations
Retail or Service	1 space per 200 square feet of gross floor area
Rooming and boarding house or converted unit	1 space per bedroom
Dwelling, single-family detached, semi-detached, townhouse, mobile home, or multi-family dwelling unit	2 ½ spaces per dwelling unit
Accessory Dwelling Unit	1 ½ spaces per dwelling unit
Social club and fraternal, social service, union and civic organization building	1 space per 4 seats or 1 space for each 40 square feet of floor area available for the accommodation of movable seats in the assembly room, whichever applies
Undertaker or Funeral Home	1 space per 4 seats in the largest assembly room plus 1 space per employee
Short-term Rental	**2 ½ spaces per dwelling unit plus 1 additional space for the short-term rental**

(1) Reduction in the required number of off street parking spaces in the case of developments such as shopping centers or other commercial developments required to provide more than 50 off-street parking space.

The developer must set aside space to accommodate 100% of the area necessary to provide the parking requirements established by this Ordinance, but, upon the request of the developer, if agreed by the City of Milford, the developer may be permitted to set aside space to accommodate 100% of the area necessary to provide the parking requirements established by this chapter but not be required to construct more than 80% of the required parking spaces. In the event the developer is permitted to construct fewer than the required parking spaces, the remainder of the parking area set aside must be kept free of all construction and

be planted and maintained as a grassy area and designated as Future Parking Space. The City of Milford may require construction of the remaining parking spaces at any time by the then owner of the premises upon giving the owner not less than six months' advance written notice. In the event of the granting of the waiver herein described, the fact of the grant as well as the requirement that the owner maintain the space set aside as a level grass area and that the City of Milford has reserved the right to require construction of the remaining parking spaces upon six months' notice to the owner of the site must be reflected in a note appearing on the subdivision or site development plans recorded.

C. Loading spaces.

(1) No building or structure shall be erected in any district for the uses listed below unless loading space for the accommodation of trucks is provided on the premises in accordance with the following requirements:

(a) For retail stores, markets, wholesale and jobbing establishments and storage warehouses, the number of berths based on the gross floor area devoted to such use shall be as follows:

[1] Five thousand to 7,999 square feet of floor area: one berth.

[2] Eight thousand to 19,999 square feet of floor area: two berths.

[3] Each additional 20,000 square feet or major fraction thereof up to a maximum of 60,000 square feet of floor area: one additional berth.

(b) For hotels and motels, the number of berths based on the gross floor area devoted to such uses shall be as follows:

[1] Eight thousand to 20,000 square feet of floor area: one berth.

[2] Each additional 50,000 square feet or major fraction thereof up to a maximum of 120,000 square feet of floor area: one additional berth.

(c) Each manufacturing, office research and industrial establishment with a total of 5,000 square feet or more of gross floor area devoted to manufacturing, research and/or industrial uses shall provide loading space adequate to accommodate the normal demands for loading and unloading incidental to the type of use proposed on the premises.

(2) Loading berths must be functionally related to the building, and be situated where actual loading and unloading activities are intended to occur. Loading berths located remotely from the building will not be permitted, unless the applicant can demonstrate the utility of such berths. Loading berths are not permitted between the street and building, except where a property fronts three or more streets. This section of the ordinance shall not preclude the designation of an area in front of the building for parcel pick-up, mail deliveries, or passenger loading.

(3) One required off-street loading berth shall have minimum dimensions of 12 feet wide and 60 feet long. If more than one loading berth is required, subsequent berths may have minimum dimensions of 12 feet wide and 40 feet long. At no time shall any part of a truck or van be allowed to extend into a public right-of-way or thoroughfare while the truck or van is being loaded or unloaded.

(4) Adequate off-street truck maneuvering space shall be provided on-lot and not within any public street right-of-way or other public lands. Internal site circulation lanes are to be designed with adequate turning radii to accommodate the size and efficient maneuvering of delivery vehicles.

ARTICLE VI - Signs

§ 230-24.11. - Standards in residential zones.

A. General standards and sign features: Permanent on-premise signs in Residential Zones, as identified herein, shall be subject to the standards set forth in this section.

(1) R-1 Single-Family Residential District;

(2) R-2 Residential District;

(3) R-3 Garden Apartment and Townhouse District;

(4) R-8 Garden Apartment and Townhouse District.

B. Subdivisions, apartments, multi-family dwellings, and condominium complexes are permitted the following:

(1) One freestanding sign not to exceed 64 square feet of sign area per side and **seven**~~four~~ feet in height and further provided that one such sign shall be permitted for each separate entrance.

(2) Other directional, incidental, or accessory signs located within the subdivision, complex, or multi-family residential development provided that such signs shall not exceed six square feet of sign area per side and four feet in height, if freestanding.

C. For properties located in a Residential Zone as described in subsection B above, other directional, incidental or accessory signs are also permitted, to be located within the subdivision, complex or multi-family residential development. Such directional, incidental and/or accessory signs shall not exceed six square feet in sign area per side and four feet in height, if freestanding.

D. Home Occupation — One non-illuminated on-premise sign not to exceed six square feet of sign area per side, identifying a permitted home occupation on the premises. A sign shall contain no more than two sides or facings, back-to-back, and shall have a minimum setback five feet from the front lot line, and a minimum setback of 15 feet from all adjacent property lines, and shall not exceed four feet in height.

E. Properties in a Residential Zone which are used for permitted non-residential uses are permitted a freestanding sign not to exceed 48 square feet of sign area and 10 feet in height, and further provided that one such sign shall be permitted for each separate street frontage occupied by the permitted use. A sign shall contain no more than two sides or facings, back-to-back, and shall have a minimum setback of 10 feet from the front lot line, and a minimum setback of 15 feet from all adjacent property lines.

F. Electronic Message Centers are prohibited except as may be permitted by conditional use approval from City Council on properties used for any of the following uses:

(1) Public and private schools

(2) Churches and other places of worship

(3) Social clubs or fraternal, social service, union, or civic organizations

ARTICLE VII - Board of Adjustment

§ 230-30. - Use and Area Variances.

A. Variance applications may be submitted to the Planning Department for review by the Board.

B. Notice of matters to be heard by the Board shall be published in a newspaper of general circulation for the City of Milford at least **15**~~10~~ days before the date of the hearing and shall specify the date, place and times at which the application may be examined. The notice shall set forth the date, time and place of the public hearing and shall describe in a general way the nature of the application.

C. The Planning Department shall provide a copy of the public notice by mail to the registered owners of all property within 200 feet of the property upon which the variance application is being sought.

D. The Planning Department will also post a notice at least 10 days before the hearing outlining the date, time, place and nature of the hearing in a conspicuous location on the property. The published and posted notices shall contain reference to the time and place within the City where text, maps, and plans for the proposal may be examined.

E. A filing fee shall accompany each appeal to help offset the cost of the hearing. Said filing fee is set forth in § 230-57.

F. Variance approvals associated with site plans shall expire with the expiration of the site plan approval. Variances associated with subdivisions shall expire with the expiration of the subdivision approval. All other variances shall become null and void unless work is commenced and diligently prosecuted within one year of the date of the granting of a variance by the Board.

G. Whenever the Board of Adjustment denies an application for variance, such application for variance, or an application on the same property which is substantially similar, shall not be accepted for reconsideration by the Board of Adjustment sooner than one year from the date of denial.

ARTICLE VIII - Miscellaneous Provisions

§ 230-39. - Fences.

~~Fences may be erected, altered or reconstructed to a height not to exceed six feet above ground level. At the intersection of two or more streets, no hedge, fence or wall over two feet shall be permitted that would interfere with vehicular sight distance as determined by the Code Official.~~

A. Fences may be erected, altered or reconstructed based on the below requirements.

(1) Fences shall not exceed heights based on the below table. The use of barb wire or protective extension shall be based on the below table.

Use Type	Maximum Height (in feet) in Front Yard Area	Maximum Height (in feet) in Rear or Side Yard Area	Barbed Wire/Razor Wire

Residential Uses and properties zoned R-1, R-2, R-3 or R-8	3.5	6	Prohibited
Schools in Residential Zones	6	8	Prohibited
Nonresidential Uses in the C-1, C-2, C-2A, C-3, OC-1, OB-1	3.5	6	Prohibited
Properties zoned I-1, I-2 and BP	8	8	Permitted
Properties zoned IM, IS and H-1	8	8	Permitted

(2) Privacy fences are not permitted in the front yard area except in the I-1, I-2, BP, IM or IS zoning districts for non-residential uses.

(3) Corner visibility. In all zones within the City, no fence in excess of three feet in height above the adjacent street grade, shall be erected, placed or maintained on any corner lot within the triangular area formed by intersecting right-of-way lines. Two sides of the triangular area shall be 25 feet in length and measured from the point of intersection of the right-of-way lines.

(4) Deviations in the height regulations may be granted by the Planning Commission and/or City Council as part of a Site Plan or Subdivision review.

(5) Fences must be constructed with appropriate fencing materials, including but not limited to, chain link, vinyl, pressure treated wood, cedar, salt treated or other weather resistant material.

(6) Fences and gates must be maintained in good working order as outlined in Chapter 174 Property Maintenance.

(7) The construction of a fence requires a building permit from the City of Milford.

§ 230-41. - Prohibited uses.

The following uses and activities shall be specifically prohibited in any zone in the City of Milford:

A. Automobile wrecking yards, junkyards or the sorting and baling of scrap metal, paper, rags, glass or other scrap material.

B. The parking, storing or keeping of a dismantled, inoperative or discarded motor vehicle, to include, but not limited to cars, boats, boat trailers, campers, tractors or any parts thereof unless within an enclosed building. All vehicles requiring tags/registration must be valid at all times and vehicles maintained in its original configuration. All boats requiring a trailer for transportation must be stored on a registered trailer.

~~C. Any uses not permitted by this chapter.~~

C~~D~~. Outdoor woodburning furnaces.

(1) The construction and operation of outdoor woodburning furnaces is hereby prohibited within the City of Milford.

(2) Nonconforming uses. All outdoor woodburning furnaces within the City of Milford must cease operations by August 31, 2011 and be removed by the property owner from the subject premise no later than October 31, 2011. This will allow sufficient time for an

alternate source of heat to be established. During the transition, such use shall conform with the following provisions:

(3) Only firewood and untreated lumber are permitted to be burned in any outdoor furnace.

(4) Wood must be stored in a neat pile no closer than five feet from side and rear property lines.

D~~E~~. Manufacturing uses involving production of the following products from raw materials; asphalt, charcoal and fuel briquettes; chemicals: aniline dyes, ammonia, carbide, caustic soda, cellulose, chlorine, carbon black and bone black, creosote, hydrogen and oxygen, industrial alcohol, nitrates (both natural and manufactured) of an explosive nature, potash, petro chemical, pyroxylin, rayon yarn and hydrochloric, nitric, picric, phosphoric and sulfuric acids; coal, coke and tar products, including gas manufacturing, explosives, fertilizers, glue and size (animal): linoleum and oil cloth, matches, paint, varnishes and lurpentine; rubber (natural and synthetic); and soaps, including fat rendering.

E~~F~~. Storage of explosives and bulk or wholesale storage of gasoline above ground.

F~~G~~. Quarries, screening plants and all associated uses.

G~~H~~. The following processes: large scale reduction, refining, smelting and alloying of metal or metal ores; refining petroleum products, such as gasoline, kerosene, naphtha and lubricating oil; and reduction and processing of wood pulp and fiber, including paper mill operations.

H~~I~~. Recreational Vehicle Prohibited Activities.

(1) Recreational Vehicles shall not be considered dwelling units intended for permanent habitation.

(2) For purposes of this section, evidence of habitation shall include activities such as sleeping, setting up housekeeping or cooking, eating, recreating, and/or any other activity where it reasonably appears, in light of all the circumstances, that the vehicle is being used as a living accommodation.

(3) Running electrical cords, extension cords, hoses, cables, or other items across, above, or on the parkway or sidewalk from any property to a recreational vehicle parked on a public street at any time is prohibited.

(4) Making a sewer connection with a recreational vehicle or dumping wastes from a recreational vehicle onto public or private land other than a designated RV dump is prohibited.

§ 230-42. - Multiple permitted uses and mixed uses.

A. In the R-1, R-2, R-3, R-8, C-1 and OB-1 districts, ~~In any and all zoning districts,~~ multiple permitted uses **or tenants spaces** or mixed use of a property shall be deemed a conditional use subject to special requirements.

B. Four or more non-residential permitted uses or tenant spaces on a property zoned C-2, C-2A, C-3, OC-1 and H-1 requires a conditional use approval from City Council.

ARTICLE IX - Conditional Uses

§ 230-47. - Application and approval procedures.

A. Conditional Use Site Plans shall follow the procedures for application and review outlined in Article X Site Plan Review of this Chapter.

B. Conditional Use Major Subdivisions shall follow the procedures for application and review outlined in Chapter 200 Subdivision of Land

C. Standalone Conditional Use applications that do not require site plan review or major subdivision review shall be subject to the following procedures:

(1) A conditional use application and documents, as specified by the Planning Department, shall be prepared by the applicant and submitted in accordance with the submission schedule as determined by the Planning Director, along with the appropriate fees, as specified in § 230-57.

(2) A public hearing on the conditional use shall be conducted by the Planning Commission. The Planning Commission shall review the application and shall recommend to City Council approval of the application with or without conditions, denial of the application, or table the application. The conditional use shall be reviewed based on the requirements set forth in the zoning ordinance. In case of an unfavorable recommendation for denial by the Planning Commission, such application shall not be approved except by a favorable vote of 3/4 of the City Council.

(3) No hearing shall be held by the Commission until notice of time and place thereof has been provided to the applicant, property owners within 200 feet of the subject property, and to such other interested parties as may be determined by the Planning Director at least 10 days before the date of said hearing. Notice shall be provided as follows:

(a) The Planning Department shall notify by mail all property owners within 200 feet of the extreme limits of the subject parcel as their names appear in the City or County tax record at least 10 days prior to the hearing.

(b) The Planning Department shall provide notice to the general public of the public hearing before the Planning Commission by publishing the date, time, place and nature of the hearing at least **15**~~10~~ days before the hearing in a newspaper of general circulation in the City and posting the same information in City Hall and on the City website.

(c) The Planning Department will also post a notice outlining the date, time, place, and nature of the hearing in a conspicuous location on the property. The published and posted notices shall contain reference to the time and place within the City where text, maps and plans for the proposal may be examined.

(4) City Council shall review the application and shall approve the application with or without conditions, deny the application, or table the application. The conditional use shall be reviewed based on the requirements set forth in the zoning ordinance.

ARTICLE X - Site Plan Review

§ 230-51. - Review procedure.

A. Preliminary Review of Permitted Use Site Plans.

(1) A preliminary plan and documents, as specified by the Planning Department, shall be prepared by the applicant and submitted in accordance with the submission schedule as determined by the Planning Director, along with the appropriate fees, as specified in § 230-57.

(2) The Development Advisory Committee (DAC) shall review the application and plan. Comments from the DAC must be addressed via either submitting revised plans and/or necessary documents or via a narrative submitted to the Planning Director. The application shall be reviewed by the Planning Director and the City Engineer for general compliance with Chapter 230 Zoning, Chapter 200 Subdivision of Land, the Comprehensive Plan, the City Standard Construction Specifications and other City ordinances. Upon confirmation by the City Planner that all DAC issues and plan review comments have been addressed satisfactorily, the application will then be scheduled to be heard by the Planning Commission. **A preliminary application shall be considered withdrawn if plan review comments are not satisfactorily addressed and preliminary approval is not obtained within twelve (12) months of initial preliminary submission.**

(3) The Planning Commission shall review the application and shall approve the application with or without conditions, deny the application, or table the application.

(4) Preliminary approval from the Planning Commission shall be void after 24 months, unless an extension is requested by the owner and approved for good cause by the Planning Commission prior to the expiration.

B. Preliminary Review of Conditional Use Site Plans.

(1) A preliminary plan and documents, as specified by the Planning Department, shall be prepared by the applicant and submitted in accordance with the submission schedule as determined by the Planning Director, along with the appropriate fees, as specified in § 230-57.

(2) The Development Advisory Committee (DAC) shall review the application and plan. Comments from the DAC must be addressed via either submitting revised plans and/or necessary documents or via a narrative submitted to the Planning Director. The application shall be reviewed by the Planning Department and the City Engineer for general compliance with Chapter 230 Zoning, Chapter 200 Subdivision of Land, the Comprehensive Plan, the City Standard Construction Specifications and other City ordinances. Upon confirmation by the Planning Director that all DAC issues and plan review comments have been addressed satisfactorily, the application will then be scheduled to be heard by the Planning Commission. **A preliminary application shall be considered withdrawn if plan review comments are not satisfactorily addressed and preliminary approval is not obtained within twelve (12) months of initial preliminary submission.**

(3) A public hearing on the preliminary plan shall be conducted by the Planning Commission. The Planning Commission shall review the application and shall recommend to City Council the approval of the application with or without conditions, deny the application, or table the application. In case of an unfavorable recommendation for denial by the Planning Commission, such application shall not be approved except by a favorable vote of 3/4 of the City Council.

(4) No hearing shall be held by the Commission until notice of time and place thereof has been provided to the applicant, property owners within 200 feet of the subject property, and to

such other interested parties as may be determined by the Planning Director at least 10 days before the date of said hearing. Notice shall be provided as follows:

(a) The Planning Department shall notify by mail all property owners within 200 feet of the extreme limits of the subject parcel as their names appear in the City or County tax record at least 10 days prior to the hearing.

(b) The Planning Department shall provide notice to the general public of the public hearing before the Planning Commission by publishing the date, time, place and nature of the hearing at least **15**~~10~~ days before the hearing in a newspaper of general circulation in the City and posting the same information in City Hall and on the City website.

(c) The Planning Department will also post a notice outlining the date, time, place, and nature of the hearing in a conspicuous location on the property. The published and posted notices shall contain reference to the time and place within the City where text, maps and plans for the proposal may be examined.

(5) City Council shall review the application and shall approve the application with or without conditions, deny the application, or table the application.

(6) Preliminary approval from City Council shall be void after 24 months unless an extension is requested by the owner and approved for good cause by the Planning Commission prior to the expiration.

C. Final Permitted Use or Conditional Use Site Plan.

(1) A final plat and documents, as specified by the Planning Department, shall be prepared by the applicant and submitted in accordance with the submission schedule as determined by Planning Director , along with the appropriate fees, as specified in § 230-57.

(2) The final plan shall be reviewed by the Planning Director for confirmation that the application is designed in accordance with all subdivision, zoning and other land use regulations of the City along with the specifications of the City Council or Planning Commission preliminary approval. The final plan shall also be reviewed by the City Engineer for confirmation that the application is designed consistent with the preliminary plan and in accordance with the City Standard Construction Specifications.

(3) Upon confirmation by the City Planner and City Engineer that all agency approvals have been obtained and all plan review comments have been addressed satisfactorily, the application may be administratively approved by the Planning Director.

(4) Within 90 days of final approval from the City ~~Director~~, the applicant shall record the plat at the County Recorder of Deeds office and provide the Planning Director a receipt of the recordation including the deed book and page number. Prior to recording the plat, at least three copies of the plat must be submitted to the Planning Director for stamping and signing. Two sets will be retained by the City. The City Manager, Planning Director and City Engineer shall sign the approved record plats and construction plans.

(5) Failure to record the plat within 90 days of **City** ~~Planning Commission~~ approval will result in the approval being voided. In order to obtain final approval after it has been voided, the applicant must make application for preliminary approval again.

(6) **Application for building permits must be made within eighteen (18) months of the final approval of a site plan. If no applications for building permits are received by the City**

within eighteen (18) months, the plan shall be considered invalid, and a new application process will be required. The City's approval of the plan shall be considered null and void. ~~If construction of approved buildings and improvements is not substantially undertaken within eighteen months of final site plan approval, the site plan approval shall be void.~~ The applicant may, however, request and the Planning Commission may grant an extension for good cause.

ARTICLE XI - Administration

§ 230-53. - Interpretation and application.

A. In their interpretation and application, the provisions of this chapter shall be held to be the minimum requirements adopted for the promotion of the public health, safety, morals, convenience, order, prosperity or general welfare; for the lessening of congestion in the streets or roads or reducing the waste of excessive amounts of roads; for securing safety from fire and other danger, providing adequate light and air and preventing on the one hand excessive concentration of population and on the other hand excessive and wasteful scattering of population or settlement; for promoting such distribution of land development and utilization as will tend to facilitate and provide adequate provision for public requirements, transportation, water and flowage, water supply, drainage, sanitation, educational opportunities, recreation, soil fertility and food supply; and for protection of the tax base, securing economy in governmental expenditures and fostering the state's agricultural and other industries and the protection of both urban and nonurban developments.

B. It is not intended by this chapter to repeal, abrogate, annul or in any way to impair or interfere with any existing law or any rules or regulations regulating the use or construction of buildings, the provision of yards, courts or other open spaces or the provision of sanitary facilities; provided, however, that where the provisions of this chapter require large yards or courts, lesser heights or bulk of buildings or more excessive sanitary facilities than do the aforementioned laws, rules or regulations, the provision of this chapter shall govern.

C. All land uses or structures shall be permitted in districts only as indicated in this Chapter. All permitted uses shall also include accessory uses and structures as defined in this Chapter. Any use not specifically permitted within a particular zoning district, either by-right or as a conditional use, shall be considered prohibited except as provided in Item D below. No use prohibited in a district shall be permitted under any circumstances.

D. Should any economic activity which is not listed as a permitted, conditional or hazardous use within this chapter be proposed within the City of Milford, the economic activity shall be reviewed by the Planning Director and placed into the most similar category. For nonresidential uses, the Planning Director shall evaluate the use by referencing the most recent North American Industry Classification System (NAICS) manual. Where the same NAICS code is found in several use categories, the Planning Director shall consider the characteristics of the use, including the intensity of the use and its likely adverse impacts. Where a choice remains after reviewing for adverse impacts, the use should be classified with the similar use that has the most adverse impacts.

ARTICLE XII – Zoning Amendments

§ 230-58. - Procedure.

A. The City Council may, from time to time, on its own motion or the motion of the Planning Commission or on petition by an owner, amend, supplement, change, modify or repeal the zoning regulations, restrictions and boundaries in a manner in accordance with the procedure provided.

B. All proposals for amending, supplementing, changing, modifying or repealing the zoning regulations, restrictions or boundaries, before being acted upon by the City Council, except those

originating on motion of the Planning Commission, shall be referred to the Planning Commission for consideration and recommendation. The Planning Commission shall study all proposals, whether originating with the Commission or otherwise, conduct a public hearing, after having given notice required for the agenda of the Commission, and report its findings and recommendations to the City Council.

C. The Planning Commission is granted the authority to require, as a condition to consideration of any proposal other than one originating with the City Council, that a petition be submitted accompanied by such maps, charts, sketches and other information as the Commission deems necessary for the proper and effective consideration of such proposal and to refuse to consider any proposal not complying with such requirement.

D. No proposed amendment, change, modification or repeal of any zoning regulation, restriction or boundary shall become effective until after a public hearing shall have been held by the City Council at which parties in interest and citizens shall have an opportunity to be heard. No hearing shall be held until notice of time and place thereof has been provided to the applicant, property owners within 200 feet of the subject property, and such other interested parties as may be determined by the Planning Director at least 10 days before the date of said hearing. Notice shall be provided as follows:

   (1) The Planning Department shall notify by mail all property owners within 200 feet of the extreme limits of the subject parcel as their names appear in the City or County tax record at least 10- days prior to the hearing.

   (2) The Planning Department shall provide notice to the general public of the public hearing by publishing the date, time, place and nature of the hearing at least **15**~~10~~ days before the hearing in a newspaper of general circulation in the City and posting the same information in City Hall and on the City website.

   (3) The Planning Department will also post a notice outlining the date, time, place and nature of the hearing in a conspicuous location on the property. The published and posted notices shall contain reference to the time and place within the City where text, maps and pans for the proposal may be examined.

E. In case of an unfavorable report or recommendation for denial by the Planning Commission, such amendment or change shall not become effective except by a favorable vote of 3/4 of the City Council.

F. If, after due consideration, a proposal is denied, such proposal shall not be eligible for reconsideration for a period of one year after final action by the City Council, except upon the favorable vote of 3/4 of the Planning Commission or City Council.

Section 4. Dates.
Introduction to City Council: July 10, 2023
Planning Commission Review/Recommendation/Public Hearing: July 18, 2023
City Council Review/Public Hearing/Determination: July 24, 2023

Section 5. Effective.
This Ordinance is effective ten days following its adoption.

CITY OF MILFORD
NOTICE OF PUBLIC HEARING

Planning Commission Hearing: Tuesday, July 18, 2023 @ 6:00 PM
City Council Hearing: Monday, July 24, 2023 @ 6:00 PM

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

Ordinance 2023-27
Amendment to City of Milford Code
Chapter 200/Subdivision of Land
Section 200-4 - Application Procedure
Subsection A - Preliminary Major Subdivision Review
Subsection B - Final Major Subdivision Review

WHEREAS, the Mayor and City Council of the City of Milford are charged with the protection of the public health, safety, and welfare of the citizens of the City of Milford; and

WHEREAS, the Mayor and City Council desire to update the City of Milford Code Chapter 200 Subdivision of Land to implement the goals and recommendations from the 2018 Comprehensive Plan, reduce the number of Board of Adjustment applications, standardize site plan, subdivision, and conditional use review procedures, and eliminate contradictory statements, erroneous language, and other items to improve the administration of Chapter 200 Subdivision of Land; and

WHEREAS, the Planning Commission of the City of Milford, along with the City Solicitor and Planning Director, reviewed the application procedures for major subdivision review found under Chapter 200 Subdivision of Land during workshops in 2023; and

WHEREAS, the City of Milford Planning Commission had a final review and recommendation during their meeting on Tuesday, July 18, 2023, at which time interested parties publicly commented on the amendments; and

WHEREAS, Milford City Council held a Public Hearing on July 24, 2023, to allow for additional public comment and further review of the amendments; and

WHEREAS, the Public Notice was published in the Delaware State News on June 29, 2023; and

WHEREAS, City Council found that the amendments to Chapter 200 Subdivision of Land are in the best interest of the health, safety, convenience, and general welfare of the citizens of the City.

NOW, THEREFORE, the City of Milford hereby ordains:

Section 1. Purpose: The Code of the City of Milford is amended to modify/clarify specific requirements within the City Code, Chapter 200, SUBDIVISION OF LAND.

Section 2. Section 200-4 is hereby amended.

Section 3. Strikethrough text denotes a deletion; underlined and bold text denotes an addition.

Chapter 200 - SUBDIVISION OF LAND

§ 200-4. - Application procedure.

A. Preliminary Major Subdivision Review.

(1) A preliminary plan and documents, as specified by the Planning Department, shall be prepared by the applicant and submitted in accordance with the submission schedule as determined by the Planning Director, along with the appropriate fees, as specified in § 230-57.

(2) The Development Advisory Committee (DAC) shall review the application and plan. Comments from the DAC must be addressed via either submitting revised plans and/or necessary documents or via a narrative submitted to the Planning Director. The application shall be reviewed by the Planning Department and the City Engineer for general compliance with Chapter 230 Zoning, Chapter 200 Subdivision of Land, the Comprehensive Plan, the City Standard Construction Specifications and other City ordinances. Upon confirmation by the Planning Director that all DAC issues and plan review comments have been addressed satisfactorily, the application will then be scheduled to be heard by the Planning Commission. **A preliminary application shall be considered withdrawn if plan review comments are not satisfactorily addressed and preliminary approval is not obtained within twelve (12) months of initial preliminary submission.**

(3) A public hearing on the preliminary plan shall be conducted by the Planning Commission. The Planning Commission shall review the application and shall recommend to City Council the approval of the application with or without conditions, denial of the application, or table the application. In case of an unfavorable recommendation for denial by the Planning Commission, such application shall not be approved except by a favorable vote of 3/4 of the City Council. (4) No hearing shall be held by the Commission until notice of time and place thereof has been provided to the applicant, property owners within 200 feet of the subject property, and to such other interested parties as may be determined by the Planning Director at least 10 days before the date of said hearing. Notice shall be provided as follows:

(a) The Planning Department shall notify by mail all property owners within 200 feet of the extreme limits of the subject parcel as their names appear in the City or County tax record at least 10 days prior to the hearing.

(b) The Planning Department shall provide notice to the general public of the public hearing before the Planning Commission by publishing the date, time, place and nature of the hearing at least **15**~~10~~ days before the hearing in a newspaper of general circulation in the City and posting the same information in City Hall and on the City website.

(c) The Planning Department will also post a notice outlining the date, time, place, and nature of the hearing in a conspicuous location on the property. The published and posted notices shall contain reference to the time and place within the City where text, maps and plans for the proposal may be examined.

(5) City Council shall review the application and shall approve the application with or without conditions, deny the application, or table the application.

(6) Preliminary approval from City Council shall be void after 24 months unless final major subdivision approval is obtained or an extension is requested by the owner and approved for good cause by the City Council prior to the expiration.

B. Final Major Subdivision Review.

(1) A final plat and construction documents, as specified by the Planning Department, shall be prepared by the subdivider and submitted in accordance with the submission schedule as determined by Planning Director, along with the appropriate fees, as specified in § 230-57.

(2) The application shall be reviewed by the Planning Department and the City Engineer for compliance with Chapter 230 Zoning, Chapter 200 Subdivision of Land, the Comprehensive Plan, the City Standard Construction Specifications and other City ordinances. At this time, the applicant shall provide a digital copy of the subdivision plan to the City electric division in order for the City to begin designing the electric infrastructure for the subdivision.

(3) **Upon confirmation by the City Planner and City Engineer that all agency approvals have been obtained and all plan review comments have been addressed satisfactorily, the application may be administratively approved by the Planning Director.** ~~A public hearing on the final major subdivision shall be conducted by the Planning Commission. The Planning Commission shall review the application and shall recommend to City Council the approval of the application with or without conditions, denial of the application, or table the application. In case of an unfavorable recommendation for denial by the Planning Commission, such application shall not be approved except by a favorable vote of 3/4 of the City Council.~~

~~(4) No hearing shall be held by the Commission until notice of time and place thereof has been provided to the applicant, property owners within 200 feet of the subject property, and to such other interested parties as may be determined by the Planning Director at least 10 days before the date of said hearing. Notice shall be provided as follows:~~

~~(a) The Planning Department shall notify by mail all property owners within 200 feet of the extreme limits of the subject parcel as their names appear in the City or County tax record at least 10 days prior to the hearing.~~

~~(b) The Planning Department shall provide notice to the general public of the public hearing before the Planning Commission by publishing the date, time, place and nature of the hearing at least 10 days before the hearing in a newspaper of general circulation in the City and posting the same information in City Hall and on the City website.~~

~~(c) The Planning Department will also post a notice outlining the date, time, place, and nature of the hearing in a conspicuous location on the property. The published and posted notices shall contain reference to the time and place within the City where text, maps and plans for the proposal may be examined.~~

~~(5) City Council shall review the application and shall approve the application with or without conditions, deny the application, or table the application.~~

(**4**~~6~~) Within 90 days of final approval from **the** City ~~Council~~, the subdivider shall record the plat at the County Recorder of Deeds office and provide the Planning Director a receipt of the recordation including the deed book and page number. Prior to recording the plat, at least three copies of the record plat and three copies of the final construction plans must be submitted to the Planning Director for stamping and signing. Two sets will be retained by the City. The City Manager, Planning Director and City Engineer shall sign the approved record plats and construction plans.

(**5**~~7~~) Failure to record the approved plat within 90 days 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 preliminary approval again.

C. Construction Procedures.

(1) Prior to commencement of construction, the developer shall request a pre-construction meeting with the City Engineer. Payment of the required development inspection fee, as adopted by City Council and found in the City Fee Schedule, shall be made prior to the scheduling of the pre-construction meeting.

(2) Improvements within the development shall be constructed per the approved construction plans and the City's Standard Construction Specifications. Any deviations from the construction plans must be submitted to the City Engineer in writing for review and approval.

(3) A performance bond in the amount of 125% of the cost of installation shall be required for the construction of recreational and open space amenities, including but not limited to community buildings, playgrounds, walking paths, landscaping and landscape screening. The performance bond shall be posted prior to the issuance of the first building permit.

(4) Conditional Acceptance of Infrastructure by City Engineer.

(a) Prior to the issuance of building permits, the developer shall obtain conditional acceptance from the City Engineer as outlined in the City's Standard Construction Specifications.

(b) A maintenance bond shall be provided by the developer in the amount of 10% of the improvements to be taken over and maintained by the City.

(c) A performance bond shall be provided by the developer in the amount of 125% of the cost of the top coat and any other item that has not been satisfactorily completed as approved by the City Engineer.

(5) Final Acceptance of Infrastructure by City Council.

(a) Final top coat shall be paved after 75% of building permits have been issued for a project or phase of a project and prior to 90% of building permits having been issued for a project or phase of a project.

(b) Final acceptance of utilities shall not occur until after the paving top coat has been completed.

(c) Upon completion of the top coat paving, the City Engineer may release the top coat performance bond. The 10% maintenance bond will remain in place until one-year after acceptance of the final top coat paving.

(d) Upon completion of the required one-year maintenance period, the right-of-way improvements may be accepted by City Council by resolution.

(e) Upon acceptance by City Council, the maintenance bond shall be released by the City Engineer in its entirety.

Section 4. Dates.
Introduction to City Council: July 10, 2023
Planning Commission Review/Recommendation/Public Hearing: July 18, 2023
City Council Review/Public Hearing/Determination: July 24, 2023

Section 5. Effective.
This Ordinance is effective ten days following its adoption.

063023

CITY OF MILFORD
NOTICE OF PUBLIC HEARING

Planning Commission Hearing: Tuesday, July 18, 2023 @ 6:00 PM
City Council Hearing: Monday, July 24, 2023 @ 6:00 PM

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

Ordinance 2023-28

Amendment to City of Milford Code
Chapter 230/Zoning Code
Article I - General Provisions; Article III - Use and Area Regulations;
Article IV - Off-Street Parking and Loading; Article VI – Signs;
Article VII - Board of Adjustment; Article IX - Conditional Uses; Article X - Site Plan Review;
Article XI – Administration; Article XII – Zoning Amendments

WHEREAS, the Mayor and City Council of the City of Milford are charged with the protection of the public health, safety, and welfare of the citizens of the City of Milford; and

WHEREAS, the Mayor and City Council desire to update the City of Milford Code Chapter 230 Zoning Code to implement the goals and recommendations from the 2018 Comprehensive Plan, reduce the number of Board of Adjustment applications, standardize site plan, subdivision, and conditional use review procedures, and eliminate contradictory statements, erroneous language, and other items to improve the administration of Chapter 230 Zoning; and

WHEREAS, the Planning Commission of the City of Milford, along with the City Solicitor and Planning Director, reviewed certain sections of Chapter 230 Zoning Code during several workshops in 2023; and

WHEREAS, the City of Milford Planning Commission had a final review and recommendation during their meeting on Tuesday, July 18, 2023, at which time interested parties publicly commented on the amendments; and

WHEREAS, Milford City Council held a Public Hearing on July 24, 2023, to allow for additional public comment and further review of the amendments; and

WHEREAS, as required by Chapter 230, the Public Notice was published in the Delaware State News on June 29, 2023; and

WHEREAS, City Council found that the amendments to Chapter 230 Zoning Code are in the best interest of the health, safety, convenience, and general welfare of the citizens of the City.

NOW, THEREFORE, the City of Milford hereby ordains:

Section 1. Purpose: The Code of the City of Milford is hereby amended to modify/clarify specific Requirements within the City Code, Chapter 230, ZONING CODE.

Section 2. Sections 230-4, 230-9, 230-10, 230-11, 230-12, 230-13, 230-13.1, 230-14, 230-15, 230-16, 230-17, 230-18, 230-19, 230-19.1, 230-19.2, 230-19.3, 230-19.4, 230-19.8, 230-20, 230-21, 230-24.11, 230-30, 230-39, 230-41, 230-42, 230-47, 230-51, 230-53, 230-58 are hereby amended and/or renumbered.

Section 3. Strikethrough text denotes a deletion; underlined, and bold text denotes an addition.

§ 230-4. - Definitions and word usage.

A. Definitions. For the purpose of this chapter, certain words and phrases shall be interpreted or defined as follows:

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

ACCESSORY APARTMENT — A separate complete housekeeping unit that is contained within the structure of a single-family detached dwelling.

ACCESSORY COTTAGE — A separate and subordinate dwelling unit that is located on the same lot as a single-family detached dwelling but is contained in a detached garage or other outbuilding.

ACCESSORY DWELLING — An accessory apartment or accessory cottage.

ACCESSORY SMALL SCALE SOLAR & WIND ENERGY SYSTEMS – A device or structural design feature for primary purpose of which is to provide for the collection, storage and distribution of energy for heating or cooling, electricity generating, or water heating for the purpose of reducing or meeting on-site needs.

ACCESSORY USE OR STRUCTURE — A use or building structure subordinate to and located on the same lot as the principal use or building and serving a purpose customarily incidental to the use of the principal building.

ALCOHOLIC BEVERAGE — Any fermented liquor or malt beverage, such as wine, beer, or distilled spirit that contains ethyl alcohol, or ethanol, as an intoxicating agent.

ALLEY — A public or private way affording only secondary means of access to abutting property. This definition is not intended to include utility alleys, which are easements not open to public traffic and intended solely for the placement and maintenance of utilities.

APPLICANT — A person, firm, or government agency that executes the necessary forms to obtain approval or a permit for any zoning, subdivision, land development, building, land disturbance, or other activity regulated.

AQUIFER — A geological formation, group of formations or part of a formation composed of rock, sand, or gravel capable of storing and yielding groundwater to wells.

BASEMENT — A story partly underground but having at least 1/2 of its height above the average level of the adjoining ground. A basement shall be counted as a story for the purpose of height measurement if the vertical distance between the ceiling and the average level of the adjoining ground is more than five feet or if used for business or dwelling purposes, other than a game or recreation room.

BED-AND-BREAKFAST — A private owner/owner representative occupied residence with one to six guestrooms. The bed-and-breakfast is subordinate and incidental to the main residential use of the building.

BEDROOM — A room not less than 80 square feet which, because of limited access and separation from the living areas, is intended or may be used for sleeping.

BERTH (LOADING) — A space for an automotive vehicle or truck to load or unload its cargo.

BUILDING — Any structure having a roof supported by columns or walls used for the shelter, housing or enclosure of persons, animals or property.

BUILDING, ACCESSORY — A building subordinate to the principal building on a lot and used for purposes customarily incidental to those of the principal building.

BUILDING HEIGHT — The vertical distance measured from the average elevation of the finished grade at the front of the building to the highest point of the roof for flat and mansard roofs **or**~~and~~ to the mean height between the eave and ridge for other types of roofs.

BUILDING, PRINCIPAL — A building in which is conducted the main or principal use of the lot on which it is situated.

CERCLA HAZARDOUS SUBSTANCES — Defined in terms of either those substances specifically designated as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), otherwise known as the "Superfund Law," or those substances identified under other laws. In all, the Superfund Law includes references to four other laws to designate more than 800 substances as hazardous and identify many more as potentially hazardous due to their characteristics and the circumstances of their release.

COMMISSION — The Planning Commission of the City of Milford, Delaware.

COMMUNITY ENERGY GENERATING FACILITY – A renewable energy generating facility, no larger than fifty (50) acres in size, that serves multiple customers who share the output of the generator, which may be located either as a stand-alone facility or behind-the-meter of a participating owner or customer. The facility shall be interconnected to the distribution system and operated in parallel with an electric distribution company's transmission and distribution facilities.

~~COMMUNITY RESIDENTIAL TREATMENT PROGRAM — A planned program of care consisting of full-time or part-time programmatic supervision, counseling and/or therapy; such residence program is provided to persons who are physically disabled, developmentally disabled, psychiatrically disabled, have drug or alcohol problems, are under the legal custody of the state, are minors with social and/or behavioral problems; or are persons who have disabilities with aging. A community residential program does not include skilled nursing care.~~

CONDITIONAL USE — A use which is not appropriate in a particular zoning district as a matter of right but which may be suitable in certain locations within the district only when specific conditions or requirements prescribed for such cases within this chapter are met. Conditional uses are allowed or denied by the City Council after recommendation by the Planning Commission.

CONTAMINATION — Any physical, chemical, biological, or radiological substance that enters the hydrological cycle through human action and may cause a deleterious effect on groundwater resources; it shall include but is not limited to hazardous waste, limiting nutrients, and sanitary sewage.

DECK — A roofless, floored structure, typically with a railing, that adjoins a residence.

DELINEATION — The process of defining and/or mapping a boundary that approximates the areas that contribute water to a particular water source used as a public water supply.

DEVELOPMENT — Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, the placement of mobile homes, streets and other paving, utilities, filling, grading, excavation, mining, dredging or drilling operations.

DEVELOPMENT ADVISORY COMMITTEE — A committee comprising of City Department staff, representatives of the Delaware Department of Transportation, Delaware Department of Natural Resources and Environmental Control, Conservation District, State Fire Marshal, and such

other professional and technical representatives as may be deemed necessary by the Planning Director. The Committee shall function as an advisory body to the Planning Department with regard to design requirements, improvement specifications and other applicable standards relating to the design and construction of subdivisions and land developments.

DWELLING — Any building or portion thereof designed or used exclusively as the residence or sleeping place of one or more persons. The term "dwelling" shall not be deemed to include an automobile court, rooming house, tourist home, hotel, hospital, nursing home, dormitory or fraternity or sorority house.

(1) APARTMENT — A room or suite of rooms in a multifamily structure which is arranged, designed, used or intended to be used as a housekeeping unit for a single family.

(2) SINGLE-FAMILY DETACHED DWELLING — A dwelling unit accommodating a single family and having two side yards.

(3) SINGLE-FAMILY SEMIDETACHED DWELLING or DUPLEX — Two units accommodating two families, which units are attached side by side through the use of a party wall, and having one side yard adjacent to each dwelling unit.

(4) TWO-FAMILY DETACHED DWELLING — Two dwelling units accommodating two families, which units are located one over the other, and having two side yards.

(5) SINGLE-FAMILY ATTACHED OR TOWNHOUSE DWELLING — A single-family dwelling unit constructed in a row of attached units separated by property lines and with open space on at least two sides.

(6) MULTIFAMILY DWELLING — A building designed for occupancy by three or more families living independently of each other and containing three or more dwelling units. Includes garden or low-rise apartments.

DWELLING UNIT — One or more rooms, including a kitchen or kitchenette and sanitary facilities, in a dwelling structure designed as a unit for occupancy by not more than one family for living and sleeping purposes.

EMERGENCY SHELTER FACILITY – A facility maintained for the purpose of providing accommodations for persons who are in need of temporary housing or shelter.

ENERGY SYSTEM UTILITY SCALE SOLAR & WIND – A renewable energy generating facility, located in the service area of a utility under the regulation of the PJM Interconnection LLC Regional Transmission Authority or successor agency, which is stand-alone, and sells energy directly into the power grid.

ENVIRONMENTAL IMPACT ASSESSMENT REPORT (EIAR) — A report required by this chapter that assesses the environmental characteristics of a source water protection area and determines what effects or impacts will result if the area is altered or disturbed by a proposed action that would increase impervious cover beyond the recommended twenty-percent threshold.

EXCELLENT GROUNDWATER RECHARGE POTENTIAL AREA — Those areas with high percentages of sand and gravel that have "excellent" potential for recharge as determined through a stack unit mapping analysis delineated by the Delaware Geological Survey and presented in the Report of Investigations No. 66, Groundwater Recharge Potential Mapping in Kent and Sussex Counties, Delaware, Geological Survey, 2004.

FAMILY — One or more persons related by blood or marriage or adoption or a group of no more than five unrelated persons living together as a household in a dwelling.

FIREWOOD — Trunks and branches of trees and bushes, but does not include leaves, needles, vines or brush smaller than three inches in diameter.

FLOOR AREA, HABITABLE — The aggregate of the horizontal areas of all rooms used for habitation, not including hallways, stairways, cellars, attics, utility rooms, bathrooms, closets, unheated areas, rooms without at least one window or skylight opening to an outside yard or court, garage space or accessory building space. Habitable floor area shall be measured from the inside face of exterior walls or the center line of walls separating two dwelling units. Every area designated as habitable floor area shall have a ceiling height of not less than seven feet.

GARAGE, PRIVATE PARKING — A building or portion thereof used only for storage of automobiles by the families resident upon the premises or by individuals residing in the immediate vicinity of such storage facilities.

GARAGE, PUBLIC PARKING — A structure or portion thereof, other than a private garage, used for the storage, sale, hire, care, repair or refinishing of automobiles.

GARAGE, STORAGE — A building, not a private or public garage, one story in height, used solely for the storage of motor vehicles (other than trucks) but not for the service or repair thereof nor for the sale of fuel, accessories or supplies.

GASOLINE SERVICE STATION — Any area of land, including structures, that is used for the sale of gasoline or other motor vehicle fuel or for lubricating, washing or otherwise servicing motor vehicles but which shall not include painting or body and fender repairs.

GEOLOGIST — An individual who is registered in the State of Delaware to practice the profession of geology.

GOVERNING BODY — The City of Milford Council.

GROUNDWATER — The water contained in interconnected pores located below the water table in an unconfined aquifer or located in a confined aquifer.

GROUP HOME FOR THE CARE OF DISABLED OR ELDERLY PERSONS – A community based residential dwelling for persons with disabilities or elderly persons in which more than four, but not more than 10, unrelated individuals live together, prepare their meals together, and function as a single-housekeeping unit using certain rooms and housekeeping facilities in common. Persons with disabilities shall include persons as defined by the Delaware Fair Housing Act and the Americans with Disabilities Act to include those persons with a physical or mental impairment which substantially limits one or more of such person's major life activities; persons with a record of having such impairment; and persons being regarded as having such impairment; but not including persons currently illegally using a controlled substance. Staffing is required as outlined by the appropriate State licensing or approval agency.

GROUP HOMES, OTHER THAN FOR THE CARE OF DISABLED AND ELDERLY PERSONS – A community-based residential dwelling, halfway house or treatment center operated with a single-family orientation in which more than four, but not more than 10 individuals, live together, prepare their meals together, and function as a single housekeeping unit, using certain rooms and housekeeping facilities in common. Staffing is required as outlined by the appropriate State licensing or approval agency.

HABITABLE ROOM — A room or enclosed floor space arranged for living, eating or sleeping purposes, not including bath or toilet rooms, laundries, pantries, foyers or communicating corridors.

HAZARDOUS SUBSTANCE UST SYSTEM — Underground storage tank system that contains a hazardous substance defined in 101(14) of the CERCLA (but not including any substance regulated as a hazardous waste under RCRA Subtitle C) or any mixture of such substances and petroleum, and which is not a petroleum UST system.

HAZARDOUS WASTE — A solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or

significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating irreversible illness, or pose a substantial present or potential a hazard to human health or the environment when improperly treated, stored, transported, or dispose of, or otherwise managed. Without limitation, included within this definition are those hazardous wastes described in Sections 261.31, 261.32, and 261.33 of the Delaware Regulations Governing Hazardous Waste.

HOME OCCUPATION, MAJOR — A home occupation that does not meet one or more of the criteria for a minor home occupation.

HOME OCCUPATION, MINOR — A profession or occupation that is carried on within a residential property that is incidental and secondary to the residential use.

IMPERVIOUS COVER — Surfaces providing negligible infiltration such as pavement, concrete, graded aggregate, and buildings, exclusive of swimming pool water surfaces.

JUNK — Includes scrap iron, scrap tin, scrap brass, scrap copper, scrap lead or scrap zinc and all other scrap metals and their alloys and bones, rags, used cloth, used rubber, used rope, used tinfoil, used bottles, old or used machinery, used tools, used appliances, used fixtures, used utensils, used lumber, used boxes or crates, used pipe or pipe fittings, used tires and other manufactured goods that are so worn, deteriorated or obsolete as to make them unusable in their existing condition but subject to being dismantled. Automobiles in operable condition or bearing a current inspection sticker are not included as junk.

JUNKYARD — Buildings, structures or premises where junk, waste or discarded or salvaged materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including automobile wrecking yards, house wrecking and structural steel materials and equipment yards but not including the purchase or storage of used furniture and household equipment or used cars in operable condition or bearing a current inspection sticker or recycling facilities.

LOT — A piece or parcel of land occupied or intended to be occupied by a principal building or a group of such buildings and accessory buildings or utilized for a principal use and uses accessory or incidental to the operation thereof, together with such open spaces as are required by this chapter.

(1) LOT, CORNER — A lot situated at and abutting the intersection of two streets having an interior angle of intersection not greater than 135°.

(2) LOT DEPTH — The mean horizontal distance between the front and rear lot lines.

(3) LOT LINES — The property lines bounding a lot.

  (a) LOT LINE, FRONT — The line separating the lot from a street.

  (b) LOT LINE, REAR — The lot line opposite and most distant from the front lot line.

  (c) LOT LINE, SIDE — Any lot line other than a front or rear lot line. A side lot line separating a lot from a street is called a "side street lot line."

  (d) LOT LINE, STREET OR ALLEY — A lot line separating the lot from a street or alley.

(4) LOT WIDTH — The width of the lot between side lot lines at the street.

(5) LOT AREA — The computed area contained within the lot lines.

(6) LOT COVERAGE - The percent of a lot which is covered, or planned to be covered, with impervious surfaces.

MANUFACTURED HOME – A single-family dwelling unit fabricated in an off-site manufacturing facility bearing a label certifying that the unit is built in conformance with Federal Manufactured Housing Construction and Safety Standards (24 CFR 3280), transportable in one or more sections which, in the traveling mode, is eight feet or more in

width, or 40 feet or more in length, and built on a permanent chassis designed for use with or without a permanent foundation when connected to the required utilities.

MOBILE HOME — A transportable single-family dwelling **to be used as a year-round dwelling and built prior to the enactment of the Federal Manufactured Housing Act of 1974, which became effective June 1976.** ~~intended for permanent occupancy, office or place of assembly, contained in one unit or in two units designed to be joined into one integral unit capable of again being separated for repeated towing, which arrives at a site complete and ready for occupancy except for minor and incidental unpacking and assembly operations and is constructed so that it may be used without a permanent foundation, but excluding prefabricated homes or sections thereof which, when assembled, are over 19 feet in width.~~

MODEL HOME (SAMPLE HOME)/SALES OFFICE – A dwelling unit in a subdivision used as a sales office, or a modular unit used as a sales office for a subdivision.

MODULAR HOME – A factory built home constructed to be placed on a permanent foundation and certified as meeting the building code as applicable to modular housing. Once certified as meeting the standards of the building code, the home shall be subject to the same standards as site-built homes.

NATURAL CONDITION — Open space that is essentially unimproved and set aside, dedicated, designated, or reserved for public or private use.

NONCONFORMING LOT — A lot of record which conformed to the lawful minimum width and minimum area requirements for the zone in which it is located prior to the adoption or amendment of this chapter but which fails to conform to the requirements of this chapter for the zone in which it is located by reason of such adoption or amendment.

NONCONFORMING USE OR BUILDING — A building, structure or use legally existing at the effective date of this chapter, or any amendment thereto, or a building, structure or use planned and the construction of which has begun in compliance with existing laws prior to the effective date of this chapter, or amendment thereto, and which does not conform to the use regulations of the district in which located.

OPEN SPACE — Land area to be left undeveloped as part of a natural resource preservation, recreation, bufferyards, or other open space provisions of this Chapter. Open space excludes areas in lots, street rights-of-way and parking. OUTDOOR WOODBURNING FURNACE — An accessory structure, designed and intended, through the burning of wood, for the purpose of heating the principal structure or any other site, building, or structure on the premises.

PARKING AREA, PRIVATE — An open area for the same uses as a private garage.

PARKING LOT — An area, other than a street or other public way, which contains more than one parking space and is used for the storage or parking of automobiles for any period of time.

PARKING SPACE — A paved accommodation used for parking motor vehicles and to which there is access from a street or alley.

PASSIVE RECREATION — Recreational uses, areas or activities oriented to noncompetitive activities which either require no special equipment or are natural areas.

PERMITTED USE — The specific purpose for which land or a building is designed, arranged or intended or for which it is or may be occupied or maintained. The term "permitted use" shall not be deemed to include any nonconforming use.

PLANNED UNIT DEVELOPMENT — A development providing housing of various densities, lot sizes, lot coverage and types, including related recreational and community facilities. The development may include commercial uses that are designed to serve the convenience needs of the residents of the development. The area of land required for a planned unit development shall be at

least 10 contiguous acres except in the City Core area where the required area shall be two acres. For purposes of this definition the City Core area shall be identified as follows:

Starting at the location of the intersection of the center line of US 113 and the center line of DE 14 (also known as NW Front Street in Milford, Delaware), and

Proceeding east along the center line of DE Route 14 (NW Front Street) to the intersection of the center line of DE Route 14 (NW Front Street) and the center line of Truitt Avenue, and

Proceeding north along the center line of Truitt Avenue to the intersection of the center line of Truitt Ave and North Third Street, and

Proceeding east along the center line of North Third Street to the intersection of the center line of North Third Street and the center line of West Street, and

Proceeding north along the center line of West Street to the intersection of the center line of West Street and the center line of North Fourth Street, and

Proceeding east along the center line of North Fourth Street to the intersection of the center line of North Second Street, and

Hence approximately 290 feet N 50° W along the nearest property lines and hence approximately 1,470 feet N 35° E along the nearest property lines to the center line of Business Route 1 (also known as Rehoboth Boulevard), and

Proceeding southeast along the center line of Business Route 1 to the intersection of the center line of Business Route 1 and South East Front Street, and

Proceeding west along the center line of South East Front Street to the intersection of the center line of South East Front Street and the center line of Walnut Street, and

Proceeding south along the center line of Walnut Street to the intersection of the center line of Walnut Street and the center line of Causey Avenue, and

Proceeding west along the center line of Causey Avenue to the interception of the center line of Causey Avenue and center line of the railroad right-of-way (also known as the Norfolk Southern tracks), and

Hence approximately 3,280 feet N 70° W along the north shore of Silver Lake as mapped by a solid blue line on the 1993 US Geological Survey Milford DE 7 1/2 minute quadrangle map, to the center line of the north- bound lanes on the US Route 113 bridge over Silver Lake, and

Proceeding north along the center line of the northbound lanes of US Route 113 to the point of beginning at the intersection of the center line of the northbound lands of US Route 113 and the center line of DE Route 14 (also known as Northwest Front Street).

PROFESSIONAL OFFICE — Includes the office of a physician, dentist, optometrist, minister, architect, landscape architect, planner, engineer, insurance agent, financial advisor, realtor, accountant, lawyer, author or similar professional activity.

PUBLIC DRINKING WATER SYSTEM — A community, noncommunity, or nontransient, noncommunity water system which provides piped water to the public for human consumption. The system must have at least 15 service connections or regularly serve at least 25 individuals daily for at least 60 days.

PUBLIC USE — Includes governmental-owned uses such as schools, parks, civic centers, historical properties, fire stations, municipal buildings, essential public utilities that require enclosure within a building, airports and easements for alleys, streets and public utility rights-of-way.

PUBLIC WATER SUPPLY WELL — Any well from which the water is used to serve a community water system by Section 22.146 (Public Water Systems) in the Delaware State Regulations Governing Public Drinking Water Systems.

RECREATIONAL VEHICLE — A vehicle that is intended to be transported over the streets and highways (either as a motor vehicle or attached to or hauled by a motor vehicle) and is designed for temporary use as sleeping quarters, but does not satisfy one or more of the definitional criteria of a mobile home. Such structures shall not be considered dwelling units to be occupied for long term or permanent occupation.

REDEVELOPMENT — Any proposed expansion, addition, or major facade change to an existing building, structure, or parking facility.

RIGHT-OF-WAY — Land reserved for use as a street, alley or interior walk or for other public purpose.

ROOMING OR BOARDING HOUSE — A building or portion of a building that is arranged or used for the sheltering and feeding of more than three individuals.

RUNOFF — That portion of precipitation or snow melt that has not evaporated or infiltrated into the soil, but flows on land or impervious surfaces and discharges to a swale, ditch or stream.

SHOPPING CENTER – A retail commercial complex of four or more establishments, which is designed, developed, operated and controlled by a single-ownership, with accessory off-street parking located on the site to serve jointly all establishments in the complex.

SHORT-TERM RENTAL (30 DAYS OR LESS) – Renting of a furnished home or portion of a home listed for use on a daily or weekly basis in a residential district and not considered commercial lodging. Can be listed online ("Air Bnb", "HomeAway", or similar sites) or in physical media (newspaper, bulletin boards, etc.). If a stay is longer than 30 consecutive days, then this is not considered a short term rental and the conditions would not apply.

SKEWING — The design of a lot where a straight lot line is not practical. Therefore, a lot line or lines will run at a slant, and the lot will not be perfectly equal on all sides.

SOURCE WATER — Any aquifer from which water is drawn either periodically or continuously by a public water system.

SOURCE WATER ASSESSMENT AND PROTECTION PROGRAM (SWAPP) — Created by Congress as part of the Safe Drinking Water Act Amendments of 1996. The goal of the SWAPP is to better protect public drinking water resources by providing local and state governments and the public more information about those resources. The susceptibility of each source of public drinking water to various types of contamination will be determined and published.

SOURCE WATER ASSESSMENT AREA — The area delineated by the DNREC Source Water Assessment and Protection Program that contributes water to a public water supply system.

SOURCE WATER ASSESSMENT PLAN — The October 1999 U.S. EPA-approved plan for evaluating the sources of public drinking water in Delaware for their vulnerability and susceptibility to contamination.

SOURCE WATER ASSESSMENT REPORT (SWAP) — The identification and evaluation of the sources of water within the state used by public water systems in an effort to determine their vulnerability and susceptibility to contamination.

SOURCE WATER PROTECTION AREA — Wellhead protection areas and excellent groundwater recharge potential areas.

STACK or CHIMNEY — Any vertical structure enclosing a flue or flues that carry off smoke or exhaust from a solid fuel fired heating device or structure, including that part of the structure extending above a roof.

STORMWATER — The runoff of water from the surface of the land resulting from precipitation or snow or ice melts.

STORMWATER MANAGEMENT

(1) For water quantity control, a system of vegetative, structural, and other measures that may control the volume and rate of stormwater runoff which may be caused by land-disturbing activities or activities upon the land; and

(2) For water quality control, a system of vegetative, structural, and other measures that control adverse effects on water quality that may be caused by land-disturbing activities or activities upon the land.

STORY — That portion of a building included between the surface of any floor and the surface of the floor next above it or, if there is no floor above it, then the space between the floor and the ceiling next above it.

(1) STORY, HALF — A partial story under a gable, hip or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than four feet above the floor of such story.

(2) STORY, FIRST — The lowest story or the ground story of any building, the floor of which is not more than 12 inches below the average contact ground level at the exterior walls of the building.

STREET — A public or private thoroughfare which affords the principal means of access to abutting property, including an avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare, except an alley.

STRUCTURAL ALTERATION — Any change in the structural members of a building, such as walls, columns, beams or girders, or any addition to any structure.

STRUCTURE — Anything constructed, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground, including stationary and portable carports.

TINY HOUSE – A dwelling unit containing 400 square feet in area or less and certified as meeting the building code as applicable to tiny houses. Once certified as meeting the standards of the building code, the home shall be subject to the same standards as site-built homes unless otherwise indicated in this chapter.

UNDERGROUND STORAGE TANK (UST) — A UST is one or a combination of tanks, including underground pipes, the volume of which is 10% or more belowground, as defined in the Delaware Regulations Governing Underground Storage Tank Systems. The following USTs are not subject to the design, construction, operation, and maintenance requirements of the Delaware UST Regulations: residential heating fuel, agricultural, and residential motor fuel USTs less than 1,100 gallons and any UST less than 110 gallons.

VACANT PROPERTY — Lands or buildings that are not actively used for any purpose as designated in the underlying zoning district/overlay for one year.

VARIANCE — The Board of Adjustment's authorized departure to a minor degree from the text of this chapter in direct regard to a hardship or exceptional practical difficulty peculiar to an individual lot, in accordance with the procedures set forth in this chapter.

VEHICLE HEIGHT — A vehicle height will be determined by measuring from the ground surface to the top of the vehicle, as stored.

VEHICLE LENGTH — A vehicle length will be determined by the physical measurement of the outside dimension of said vehicle, i.e., a boat will be measured from the bow to the stern, a camper/motor home will be measured from bumper to bumper, a utility trailer or camper trailer will be measured front to rear excluding the trailer tongue, a boat trailer will be measured from the rear to the point of the bow support excluding the tongue.

WASTEWATER — Solid, semi-solid or water-carried waste from septic tanks, water closets, residences, buildings, industrial establishments, or other places, together with such groundwater infiltration, subsurface water, and mixtures of industrial wastes or other wastes as may be present.

WATER QUALITY — Those characteristics of stormwater runoff from an impervious surface or a land-disturbing activity that relate to the chemical, physical, biological, or radiological integrity of water.

WATER QUANTITY

(1) Those characteristics of stormwater runoff that relate to the volume of stormwater runoff to downstream-gradient areas resulting from land-disturbing activities.

(2) Those characteristics of stormwater that relate to the volume of stormwater that infiltrates the land surface and enters the underlying aquifer.

WELLHEAD — The upper terminal of a well, including adapters, ports, seals, valves, and other attachments.

WELLHEAD PROTECTION AREAS (WHPA) — Surface and subsurface areas surrounding public water supply wells or well fields where the quantity or quality of groundwater moving toward the wells or well fields may be adversely affected by land use activity.

WELLHEAD PROTECTION PLAN — The March 1990 U.S. EPA-approved plan for protecting the quality of drinking water derived from public water supply wells in Delaware.

YARD — An open space as may be required by this chapter, on the same lot with a building or a group of buildings, which open space lies between the principal building or group of buildings and the nearest lot line and is unoccupied and unobstructed from the ground upward except as permitted in this chapter.

(1) YARD, FRONT — An open space extending the full width of the lot between a building and the front lot line, unoccupied and unobstructed from the ground upward except as specified elsewhere in this chapter. The front yard is measured from the right-of-way line.

(2) YARD, REAR — An open space extending the full width of the lot between a building and the rear lot line, unoccupied and unobstructed from the ground upward except as specified elsewhere in this chapter.

(3) YARD, SIDE — An open space extending from the front yard to the rear yard between a building and the nearest side lot line, unoccupied and unobstructed from the ground upward except as specified elsewhere in this chapter.

YARD SALE or GARAGE SALE — A permitted temporary sales activity principally involving household items and/or consumer goods, conducted by the owner (or residential tenant) of real property upon said property which is residentially zoned and used primarily for residential purposes. A yard sale is typically limited to a one-day event but not longer than two consecutive days. Provided however, that such temporary sales activity shall, under no circumstances, last more than four total days during any particular calendar year upon any real property.

ZONING MAP — The Official Zoning Map of the City of Milford, Delaware.

B. Words not defined in Subsection A. Words not defined above shall have the meanings given in Webster's Unabridged Dictionary.

C. Word usage. Words used in the present tense include the future; the singular number includes the plural, and the plural the singular; the word "building" includes the word "structure"; the word "occupied" includes the words "designed or intended to be occupied"; and the word "used" includes the words "arranged or intended to be used."

ARTICLE III - Use and Area Regulations

§ 230-9. - R-1 Single-Family Residential District.

In an R-1 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The intent of the R-1 Residential District is to preserve the spacious residential atmosphere and quality of living of existing low-density residential development, to provide for the orderly and appropriate development of new low-density housing and to allow related uses that would not be detrimental to the residential character of the district.

B. Permitted uses. Permitted uses for the R-1 District shall be as follows:

(1) A single-family detached residential dwelling.

(2) Farming, agricultural activities and roadside stands for the sale of farm and nursery products produced on the property where offered for sale.

(3) Municipal and public services and facilities, including City Hall, water storage towers, water reservoirs, water pumping stations, water treatment plants, sewage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, public transportation bus or transit stops, police and fire stations and substations for electric, gas and telephone facilities.

(4) Parks, playgrounds, athletic fields, recreation buildings, swimming pools and community centers operated on a noncommercial basis for recreation purposes.

(5) Customary residential accessory uses, such as private garages, swimming pools~~, and~~ storage sheds, **and small scale solar & wind energy systems** may be located in any required side or rear yard provided:

(a) The primary residence must exist or be under construction.

(b) All such buildings in the aggregate shall not occupy more than 30 percent of the area of the required rear and side yard.

(c) An accessory structure may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter with the inclusion of attached garages.

(d) Such buildings shall be setback five feet from any lot line and shall not be located less than five feet from a principal structure.

(e) Accessory small scale solar & wind energy systems which are attached to a principal structure or other accessory structure must meet the area regulations for principal structures and accessory structures outlined in this Chapter.

(6) Chicken Hens. The keeping of chickens at single-family detached dwellings and single-family semi-detached separately owned dwellings are permitted provided the following conditions are met.

(a) No more than four chicken hens shall be kept per property.

(b) Keeping of roosters shall be prohibited.

(c) Slaughtering of chickens shall be prohibited.

(d) All chicken hens shall be housed in a roofed coop that is stationary, secure and enclosed in a way that contains the chickens.

(e) The minimum coop size shall be three square feet per chicken. The maximum overall coop size shall not exceed 20 square feet.

(f) An outside run is permitted when attached to the coop.

(g) If an outside run is provided, it shall be no bigger than 10 square feet per chicken and shall be enclosed in a way that contains the chickens.

(h) The coop and outside run shall be constructed in a rear yard and shall not be within 30 feet of any main building on an adjacent lot.

(i) All coops and runs are subject to setbacks for accessory structures.

(j) All coops and runs shall be screened from the view at ground level from adjacent lots by using fencing, landscaping, or a combination thereof.

(k) Chickens shall be registered with the Delaware Department of Agriculture.

(l) A building permit shall be required for the construction of the coops and outside runs.

(7~~6~~) Home occupational/office (subject to the following special requirements):

(a) The business activity shall be compatible with the residential zoning of the property and surrounding uses.

(b) The use is carried on entirely by the inhabitants of the dwelling, and shall employ no employees other than family members residing in the dwelling.

(c) The use does not involve any customer, client, or patient visits, whether vehicular or pedestrian, to the dwelling.

(d) Such use involves no pickup, delivery, or removal functions to or from the premises in excess of those normally associated with the residential use.

(e) There shall be no display or sale of retail goods and no stockpiling or inventory of a substantial nature.

(f) There shall be no outside appearance of a business use, including, but not limited to, parking, signs or lights.

(g) The business activity may not use any equipment or process which creates noise, vibration, glare, fumes, odors or electrical or electronic interference detectable to normal senses beyond the property in excess of levels customarily generated by a residential use.

(h) The business activity may not generate any solid waste or sewage discharge, in volume or type, which is not normally associated with residential use in the neighborhood.

(i) The business activity shall only be conducted within the dwelling and the floor area devoted to such use shall not exceed 30 percent of the total floor area for the principal residential structure.

(j) As long as all other criteria is met, more than one home occupation shall be permitted per lot or dwelling.

(k) The practice of a home occupation shall be conducted entirely within the dwelling which is the bona fide residence and under ownership of the principal practitioner or contained entirely within an accessory building and located on the same lot as the dwelling.

(l) There shall be no change in the exterior appearance of the dwelling, any accessory building and/or the lot, which would cause the premises to differ from its residential character.

(m) There shall be no storage or use upon the premises (beyond normal household use) of toxic, explosive, polluting, dangerous, or other substances defined as hazardous by DNREC, or through applicable regulations.

(n) There shall be no unenclosed exterior storage of material or refuse resulting from the home occupation.

(o) Prohibited minor home occupations. Minor home occupations shall not include the following uses:

[1] Animal shelter, commercial kennel or veterinary office;

[2] Rooming or boarding home;

[3] Bed and Breakfast;

[4] Funeral home;

[5] Restaurant;

[6] Outdoor café;

[7] Club or lodge;

[8] Medical or dental office;

[9] Retail shop;

[10] Rental business;

[11] Furniture stripping;

[12] Auto or small engine repair;

[13] Painting of vehicles, trailers, or boats;

[14] Manufacturing, repairing or other mechanical work performed in connection with the home occupation performed in any outdoor area;

[15] Private school with organized classes; private schools are defined as any building or groups of buildings, the use of which meets state requirements for elementary, secondary or higher education and which does not secure the major part of its funding from any governmental agency;

[16] Welding shop;

[17] Other uses of similar character to those listed above.

(8~~7~~) Family day care home. An occupied residence in which a person provides care for children other than his/her own family and the children of close relatives for compensation. Such care in a family day care home is limited to that care given to six or

fewer children with a maximum of three children allowed for after school care. Such child care facility shall be permitted as an accessory use.

(9) Group Home, for the care of disabled or elderly persons.

(10) Model home (Sample Home)/Sales Office

(11) Short-term Rental.

(a) The structure rented must be a legal residential unit in the zoning district either as the principal dwelling, a room or area within said dwelling, or an approved accessory dwelling unit. In no case shall a tent, recreational vehicle, or travel trailer be used as a short-term rental.

(b) The primary unit shall remain owner occupied.

(c) Trash service requested from the property cannot be increased as part of this use.

(d) No more than one listing can occur per property and must be habitable space as defined by this chapter.

C. Conditional uses subject to special regulations. The following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions in Article IX of this chapter:

(1) Churches and other places of worship and cemeteries.

(2) Public and private elementary, junior or senior high schools.

(3) Day-care facilities, including large family day cares involving more than six children.

(4) Conversion of a one-family dwelling into multiple dwelling units, if such dwelling is structurally sound but too large to be in demand for one-family use and if that conversion would not impair the character of the neighborhood, subject to conformance with the following requirements:

(a) There shall be a lot area of at least 2,000 square feet for each unit to be accommodated.

(b) There shall be a gross leasable floor area, computed as the sum of those areas enclosed by the outside faces of all exterior walls surrounding each story used for the residence, exclusive of any area for any accessory private garage, of at least 500 square feet per family to be accommodated.

(c) Fire escapes and outside stairways leading to a second or higher story shall, where practicable, be located on the rear of the building and shall not be located on any building wall facing a street.

(5) Accessory dwelling units. Accessory dwelling units include accessory apartments and accessory cottages and are subject to the following requirements;

(a) One dwelling unit on the property shall be owner-occupied. A notice and declaration of land use restriction to this effect shall be signed and recorded prior to issuance of a certificate of use and/or building permit for the accessory dwelling unit.

(b) Only one accessory dwelling unit (either apartment or cottage) shall be permitted per property.

(c) Accessory Apartments.

[1] Accessory apartments are only permitted within single-family detached dwellings.

[2] The floor area of an accessory apartment shall not exceed 35% of the single-family detached dwelling.

(d) Accessory Cottages.

[1] An accessory cottage shall contain at least 220 square feet of floor area. The floor area of an accessory cottage shall not exceed 40% of the floor area of the single-family detached dwelling to which it is accessory or 1,200 square feet, whichever is greater.

[2] For an accessory cottage which will be a new structure, the exterior materials, roof form, and window spacing and proportions of the accessory cottage shall approximate those of the existing or proposed single-family detached dwelling.

[3] For an accessory cottage located within an existing garage or other outbuilding, the structure is not required to approximate the exterior features of the existing single-family detached dwelling, but any exterior modification should be consistent with the architectural style of that structure unless the building is upgraded per the requirements for new structures.

[4] Accessory cottages shall comply with the principal structure setbacks for the respective zoning district, unless the accessory cottage is located within an existing garage or other outbuilding, for which the structure must meet the accessory structure setbacks for the respective zoning district.

(6) Major Home Occupation. A home occupation that does not meet one or more of the criteria for a minor home occupation shall be defined as a major home occupation and subject to the following requirements:

(a) Major home occupations shall be permitted only in single-family detached dwellings or an accessory structure to a single-family detached dwelling

(b) The area used for a major home occupation shall not exceed 30 percent or 600 square feet of the total floor area of the principal residential structure or accessory structure.

(c) No more than one person, other than resident members of the immediate family may be employed or subcontracted at the residence. Use of nonresident employees must have prior approval from City Council.

(d) No more than two clients at any one given time shall be permitted to visit the premises to conduct business related to the major home occupation.

(e) No articles shall be sold or offered for sale except those produced on the premises. Such sales must have prior approval from City Council.

(f) Where employees or customer visits are anticipated, off-street parking shall be provided in a sufficient capacity to prevent interference with normal residential parking in the neighborhood. Minimum off-street parking shall apply as outlined in Article IV Off-street Parking and Loading Standards.

(g) Beauty parlors and barber shops may be permitted as a major home occupation provided that no more than two stylist or barber chairs are provided and all other provisions of this ordinance are met.

(h) Instructional services may be permitted as a major home occupation provided that a maximum of three students may be instructed at any one time, and there shall be no more than two trips per hour.

(i) The practice of a home occupation shall be conducted entirely within the dwelling which is the bona fide residence and under ownership of the principal practitioner or contained entirely within an accessory building and located on the same lot as the dwelling.

(j) There shall be no change in the exterior appearance of the dwelling, any accessory building and/or the lot, which would cause the premises to differ from its residential character.

(k) The business activity may not use any equipment or process which creates noise, vibration, glare, fumes, odors or electrical or electronic interference detectable to normal senses beyond the property in excess of levels customarily generated by a residential use.

(l) Deliveries from major commercial suppliers which may be disruptive to the neighborhood shall not be made between the hours of 8:00 pm prevailing time and 8:00 am prevailing time.

(m) There shall be no storage or use upon the premises (beyond normal household use) of toxic, explosive, polluting, dangerous, or other substances defined as hazardous by DNREC, or through applicable regulations.

(n) There shall be no unenclosed exterior storage of material or refuse resulting from the home occupation.

(o) All commercial vehicles shall be parked on the same lot as the home occupation, and only one commercial vehicle may be parked outside of a garage, enclosed structure, or screened parking space within the lot boundaries. Such a commercial vehicle shall have no more than two axles. There shall be not storage of tractor-trailers on the lot on which the home occupation is located.

(p) Prohibited major home occupations. Major home occupations shall not include the following uses:

[1] Animal shelter, commercial kennel or veterinary office;

[2] Rooming or boarding home;

[3] Bed and Breakfast;

[4] Funeral home;

[5] Restaurant;

[6] Outdoor café;

[7] Club or lodge;

[8] Medical or dental clinic (two or more doctors or dentists);

[9] Retail shop;

[10] Rental business;

[11] Furniture stripping;

[12] Auto or small engine repair;

[13] Painting of vehicles, trailers, or boats;

[14] Manufacturing, repairing or other mechanical work performed in connection with the home occupation performed in any outdoor area;

[15] Private school with organized classes; private schools are defined as any building or groups of buildings, the use of which meets state requirements for elementary, secondary or higher education and which does not secure the major part of its funding from any governmental agency;

[16] Welding shop;

[17] Other uses of similar character to those listed above.

(7) Social club or fraternal, social service, union or civic organization.

(8) Cultural facilities, including a library, museum or art gallery.

(9) Country club, regulation golf course, including customary accessory uses, provided that all buildings have a minimum setback of 120 feet from all street and property lines.

(10) Planned unit development, see requirements in Chapter 230-19.9.

(11) Bed-and-breakfast, subject to the following requirements:

(a) The bed-and-breakfast establishment does not adversely affect the residential character of the neighborhood and such use is carried on in an existing residential structure.

(b) The building proposed for use as a bed-and-breakfast must have the owner of the bed-and-breakfast residing in the building as his/her principal residence.

(c) The serving of meals shall be limited to breakfast and afternoon tea for overnight guests and customers.

(d) Rooms used for sleeping shall be part of the primary residential structure and shall not have been specifically constructed for rental purposes.

(e) No exterior alterations other than a sign and those required by law to ensure the safety of the structure shall be made.

(f) The bed-and-breakfast operation shall not use more than 50% of the floor area of the principal residence. Common areas such as the kitchen, foyer, living room or dining room are not included in this calculation.

(g) No areas shall be floodlit. Drives and parking areas shall not be illuminated by lighting fixtures higher than 20 feet. Sidewalks shall not be illuminated by lighting fixtures higher than 15 feet. Exterior lighting shall be ~~so~~ shaded as to prevent illumination off-site. All external lighting, except for demonstrated security needs, shall be extinguished by 10:00 p.m.

(12) Funeral Home or undertaker

(13) Group Home, other than for the care of disabled and elderly persons.

(a) The lot on which the group home is proposed shall not be located within 500 feet of a lot on which another group home is located.

(b) All required state licenses and permits for such a facility shall be obtained prior to the issuance of a Certificate of Occupancy for said use and shall be maintained as current throughout the period of such usage as a group home.

(c) Floor plans and a plot plan shall be submitted with the application.

(d) No alteration, addition, or other structural change to the interior or the exterior of any single-family building in which a group home is proposed to be located shall be permitted is such alteration, addition, or other structural change would alter the essential single-family character of the building.

(14) Emergency shelter facility.

(a) The lot on which an emergency shelter facility is located shall not be within 500 feet of a lot on which another emergency shelter facility or group home is located.

(b) All state licenses and permits for such a facility have been obtained.

D. Area regulations.

(1) Minimum lot area shall be 10,000 square feet. Minimum interior lot shall be 10,000 square feet. Minimum corner lot shall be 13,000 square feet.

(2) Maximum lot coverage shall be 40%.

(3) Minimum lot width shall be 80 feet.

(4) Height of buildings shall not exceed 35 feet. Accessory buildings **or structures** shall not exceed 15 feet in height.

(5) Minimum front yard setback line shall be 25 feet.

(6) Minimum rear yard shall be 25 feet. For corner lots the rear yard may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(7) Side yards shall be provided as follows: each lot shall have two side yards with a minimum of 12 feet each.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Signs shall comply with the requirements provided in Article VI of this chapter.

(10) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(11) Open space and recreational requirements shall comply with Chapter 230-19.7.

(12) Accessory structures for non-residential uses in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(13) Accessory structures for non-residential uses shall be located in the side and rear lot areas.

(14) Accessory structures for non-residential uses shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-10. - R-2 Residential District.

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

A. Purpose. The purpose of the R-2 District is to permit housing at a greater density than in the R-1 District by providing for the orderly development of low- to medium-density residential housing into those areas where public services are available. This district also allows for professional home occupations. Finally, it protects existing developments of this nature and excludes noncompatible ones.

B. Permitted uses: **Permitted uses of the R-2 District shall be as follows:** ~~all permitted uses in the R-1 District.~~

(1) All permitted uses in an R-1 District.

(2) Single-family semidetached dwelling.

C. Conditional uses: all uses specified as conditional uses in the R-1 District subject to its area regulations, ~~and the following uses~~ may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with Article IX of this chapter:

~~(1) Single-family semidetached dwelling.~~

D. Area regulations.

(1) For permitted uses and single-family semidetached dwellings not separately owned:

(a) Minimum interior lot area shall be 8,000 square feet and minimum corner lot area shall be 13,000 square feet.

(b) Maximum lot coverage shall be 40%.

(c) Minimum lot width shall be 80 feet.

(d) Height of buildings shall not exceed 35 feet. Accessory buildings shall not exceed 15 feet in height.

(e) Minimum front yard setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.

(g) Side yards shall be provided as follows: each lot shall have two side yards a minimum width of eight feet on each side.

(2) For single-family semidetached dwellings separately owned:

(a) Minimum interior lot area shall be 4,000 square feet and minimum corner lot area shall be 6,500 square feet.

(b) Maximum lot coverage shall be 40%.

(c) Minimum lot width shall be 40 feet.

(d) Height of buildings shall not exceed 35 feet. Accessory buildings shall not exceed 15 feet in height.

(e) Minimum front yard setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.

(g) Side yard shall be provided as follows: each lot shall have one side yard a minimum width of eight feet.

(3) Parking shall comply with the requirements provided in Article IV of this chapter.

(4) Signs shall comply with the requirements of Article VI of this chapter.

(5) Landscape screening shall comply with the requirements of Article V of this chapter.

(6) Open space and recreational amenities shall comply with Chapter 230-19.7.

(7) Accessory structures for non-residential uses in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(8) Accessory structures for non-residential uses shall be located in the side and rear lot areas.

(9) Accessory structures for non-residential uses shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-11. - R-3 Garden Apartment and Townhouse District.

In an R-3 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The purpose of the R-3 District is to provide for the orderly development of existing and proposed medium- to high-density residential areas where adequate public facilities exist. The district will permit development of garden-type apartments as well as townhouses that will yield high densities in selected areas, multifamily dwellings and a variety of housing types.

B. Permitted uses. Permitted uses for the R-3 District shall be as follows:

(1) All permitted uses in an R-2 District

~~(2) Single-family semidetached dwellings.~~

(2~~3~~) Two-family dwellings.

(3~~4~~) Townhouses.

(4~~5~~) Garden Apartments.

C. Conditional uses subject to special regulations. All uses specified as conditional uses in the R-1 District and the following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions of Article IX of this chapter and are subject to the area regulations for the R-1 zoning district unless otherwise noted below:

(1) Rooming or boarding houses.

(2) Business or Professional offices (nonresident); minimum lot size one acre.

(3) Nursing homes; minimum lot size one acre.

(4) M**anufactured** ~~obile~~ home parks**.**

(5) Tiny Home Village.~~, subject to conformance with the following requirements and subject to site plan review:~~

~~(a) The total area to be developed as a mobile home park shall be at least 20 acres.~~

~~(b) The maximum density shall not exceed eight units per acre.~~

~~(c) Mobile home parks with more than 25 units shall provide at least 5,000 square feet or 400 square feet per lot of open space. At least 10% of the open space shall be developed as a recreational area.~~

~~(d) Landscape screening shall be required along all property lines. The screening shall be accomplished with an evergreen hedge, shrubs or trees. The screen shall be located not less than five feet from the property line.~~

~~(e) Common sidewalks four feet in width shall be required where pedestrian traffic is located. Individual sidewalks 2 1/2 feet wide shall connect each mobile home unit to the common walk.~~

~~(f) Off-street parking shall be provided on the basis of two spaces per lot. All parking areas shall be located not more than 400 feet from the mobile home unit. There shall be no on-street parking.~~

~~(g) Streets shall be required from abutting public streets to individual lots. The streets shall be designed to minimize congestion and traffic hazards and must be built to the street and storm drainage specifications of Chapter 200, Subdivision of Land, of this Code. No more than two streets shall intersect at one point.~~

~~(h) Minimum requirements for mobile home lots.~~

~~[1] Lot area shall be 5,000 square feet per mobile home.~~

~~[2] Width shall be 40 feet.~~

~~[3] Public street setback shall be 50 feet.~~

~~[4] Mobile home park setback shall be 35 feet.~~

~~[5] Mobile home street or parking area setback shall be 30 feet.~~

~~[6] Distance from other mobile homes and buildings shall be 25 feet.~~

~~[7] One patio shall be required per unit, 10 feet by 40 feet paved.~~

~~[8] Landscaping shall be one tree per lot.~~

~~[9] Mobile homes must meet the requirements of the Federal Manufacturer Housing Construction and Safety Standard Act of 1974.~~

~~[10] The entire lot occupied by a mobile home park shall be maintained in single ownership throughout the entire life of the mobile home park.~~

D. Area regulations.

(1) Single-family and two-family dwellings shall be subject to the following area regulations:

(a) Minimum lot area shall be 7,500 square feet.

(b) Maximum lot coverage shall be 40%.

(c) Minimum lot width shall be 60 feet.

(d) Minimum front yard setback line shall be 30 feet.

(e) Side yards shall be provided as follows: each lot shall have at least two side yards eight feet in width, except semidetached structures, which shall have at least one side yard per lot eight feet in width.

(f) Minimum rear yard setback shall be 15 feet. For corner lots the rear yard setback may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(2) Single-family semidetached

(a) Minimum interior lot area shall be 4,000 square feet and minimum corner lot area shall be 6,500 square feet.

(b) Maximum lot coverage shall be 40%.

(c) Minimum lot width shall be 40 feet.

(d) Minimum front yard setback line shall be 30 feet.

(e) Side yards shall be provided as follows: each lot shall have at least two side yards eight feet in width, except semidetached structures, which shall have at least one side yard per lot eight feet in width.

(f) Minimum rear yard setback shall be 15 feet. For corner lots the rear yard setback may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(3) Townhouses or row dwellings, subject to the following requirements:

(a) Minimum townhouse project size shall be one acre.

(b) Minimum lot area shall be 2,000 square feet.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 20 feet.

(e) Minimum front yard setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 30 feet.

(g) Minimum side yard setback shall be 10 feet, aggregate 30 feet.

(h) The number of dwelling units per group shall not exceed eight nor be fewer than three.

(i) The number of dwelling units per acre shall not exceed 12.

(j) There shall be within any contiguous group of townhouses at least three different architectural plans having substantially different designs and building materials. In addition, no more than three continuous townhouses shall have the same front setback, and the variations in front setback shall be at least four feet.

(4) Garden or low-rise apartments, subject to the following requirements:

(a) Minimum apartment project size shall be one acre, with a minimum of 2,500 square feet of lot area for each dwelling unit.

(b) Maximum lot coverage shall be 80%.

(c) Minimum lot width shall be 50 feet.

(d) Minimum front yard setback shall be 30 feet.

(e) Minimum rear yard setback shall be 30 feet.

(f) Minimum side yard setback shall be 20 feet.

(g) The maximum number of dwelling units per building shall be 24.

(h) The number of dwelling units per acre shall not exceed 16.

(i) Distance between buildings or groups of buildings shall be as follows: each building or group of buildings shall be at least 25 feet from any other building or group of buildings.

(5) Manufactured Home Parks

(a) The total area to be developed as a mobile home park shall be at least one acre.

(b) The number of dwelling units per acre shall not exceed 8.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 40 feet.

(e) Minimum lot area shall be 4,000 square feet.

(f) Minimum front yard setback shall be 25 feet.

(g) Minimum rear yard setback shall be 15 feet.

(h) Minimum side yard setback shall be 8 feet.

(i) Mobile homes must meet the requirements of the Federal Manufacturer Housing Construction and Safety Standard Act of 1974.

(6) Tiny Home Village

(a) The total area to be developed as a tiny home village shall be at least one acre.

(b) The number of dwelling units per acre shall not exceed 8.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 40 feet.

(e) Minimum lot area shall be 4,000 square feet.

(f) Minimum front yard setback shall be 25 feet.

(g) Minimum rear yard setback shall be 15 feet.

(h) Minimum side yard setback shall be 8 feet.

(i) Tiny homes must meet the requirements of the adopted building code of the City of Milford.

(7~~5~~) Heights of buildings shall not exceed 35 feet. Accessory buildings shall not exceed 15 feet in height.

(8~~6~~) Parking shall comply with the requirements provided in Article IV of this chapter.

(9~~7~~) Signs shall comply with the requirements provided in Article VI of this chapter.

(10~~8~~) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(11~~9~~) Open space and recreational amenities shall comply with the requirements of Chapter 230-19.7.

(12~~10~~) Accessory structures for non-residential uses in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(13~~11~~) Accessory structures for non-residential uses shall be located in the side and rear lot areas.

(14~~12~~) Accessory structures for non-residential uses shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-12. - C-1 Community (Neighborhood) Commercial District.

In a C-1 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The C-1 District will provide for limited commercial and professional services activities that can be compatible in a neighborhood setting to provide goods and services to local residents.

B. Permitted uses. Permitted uses for the C-1 District shall be as follows:

(1) Single-family detached dwelling.

(2) Professional Offices.

(3) Financial institutions, loan companies and banks.

(4) Personal service establishments.

(5) Studio for artists, designers, photographers, musicians, sculptors and related uses, including sales.

(6) Retail food stores, such as bakeries, candy and convenience stores (without gas pumps) and grocery meat markets.

(7) Restaurants, excluding fast-food service or franchised food service operated restaurants.

(8) Retail sales and specialty stores.

(9) Repair and servicing, indoor and off site, of any article for sale which is permitted in this district.

(10) Public parking lot.

~~(11) Off-street parking as an accessory use.~~

(11~~12~~) Municipal and public services and facilities, including City Hall, water storage towers, water reservoirs, water pumping stations, water treatment plants, sewage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, public transportation bus or transit stops, police and fire stations and substations for electric and gas facilities.

(12~~13~~) Community recreation center, as a nonprofit community service.

(13~~14~~) Laundromats.

~~(15) Neighborhood shopping centers, to include only those uses permitted in this section, as listed above, and subject to the following special requirements:~~

~~(a) Maximum lot size for the grouping of stores shall be 1 1/2 acres.~~

~~(b) Maximum floor area for any single permitted establishment within the neighborhood shopping center shall be 30,000 square feet.~~

~~(c) Minimum lot width shall be at least 250 feet.~~

~~(d) Minimum distance between any building or accessory use, except parking, and any residential district shall be 50 feet.~~

~~(e) Minimum distance between any access driveway (including ingress or egress points) and any residential district shall be 50 feet.~~

(14) Group Home, for the care of disabled or elderly persons.

C. Conditional uses subject to special requirements. The following uses are permitted subject to receiving a conditional use permit by the City Council as provided in Article IX of this chapter:

(1) Convenience stores with gas pumps.

~~(2) Community residential treatment program.~~

~~(a) These are minimum requirements, and community residential treatment programs are additionally subject to those requirements imposed by the Planning Commission and/or the City Council.~~

~~[1] Prior to occupancy of the facility, the program will obtain any applicable license from the State of Delaware. City approval is conditional upon the Zoning Office receiving state confirmation that an appropriate license has been issued or certification that a license is not required by the state. If a license is not required by the State of Delaware, minimum standards may be required by the City.~~

~~[2] The program will require a planned program of care consisting of full-time programmatic supervision, counseling and/or therapy and assistance in the development of daily skills.~~

~~[3] The program shall include a description of client population, services provided, staffing schedule and client/staff ratio.~~

~~[4] The program will be operated under the authority of a reputable governing board, proprietor or government official to whom staff are responsible and who will be available to City officials, if necessary, to resolve complaints pertaining to the facility. Each provider shall send complaint procedures to every property owner within 200 feet of the property within 45 days subsequent to City approval to facilitate good neighbor relations. The operators will have a workable, written plan that includes a method for recording and resolving complaints by neighbors pertaining to the operation of the program. Complaints, efforts to resolve complaints and the results of such efforts shall be recorded.~~

~~[5] The design of the facility will be compatible with the neighborhood within which it is located, including its landscaping and architecture.~~

~~[6] The health and safety of the residents will be protected. Community residential programs shall meet all City ordinances and regulations, including review by the Office of the State Fire Marshal and the Department of Public Health.~~

~~[7] Community residential programs shall be located a minimum of 1,500 feet from any other community residential program or school.~~

~~[8] The following documentation will be required to be submitted with the application:~~

~~[a] Site plan, including parking area and landscaped area.~~

~~[b] Floor plan, with elevation drawings or photographs of existing building.~~

~~[c] List of board members, proprietors or governmental officials to whom staff are responsible.~~

~~[d] Written neighborhood relations plan.~~

~~[e] Complaint recording and resolution plan.~~

(~~3~~2) Daycare Centers.

(34) Undertaker or funeral home.

(4) Group Home, other than for the care of disabled and elderly persons.

(a) The lot on which the group home is proposed shall not be located within 500 feet of a lot on which another group home is located.

(b) All required state licenses and permits for such a facility shall be obtained prior to the issuance of a Certificate of Occupancy for said use and shall be maintained as current throughout the period of such usage as a group home.

(c) Floor plans and a plot plan shall be submitted with the application.

(d) No alteration, addition, or other structural change to the interior or the exterior of any single-family building in which a group home is proposed to be located shall be permitted is such alteration, addition, or other structural change would alter the essential single-family character of the building.

(5) Emergency shelter facility.

(a) The lot on which an emergency shelter facility is located shall not be within 500 feet of a lot on which another emergency shelter facility or group home is located.

(b) All state licenses and permits for such a facility have been obtained.

D. Area regulations.

(1) Minimum lot area shall be 10,000 square feet.

(2) Maximum lot coverage shall be 80%.

(3) Minimum lot width shall be 80 feet.

(4) Height of buildings shall not exceed 35 feet.

(5) Minimum front yard setback shall be 25 feet.

(6) Side yards shall be at least 12 feet in width.

(7) Minimum rear yard shall be 25 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures for residential uses shall be located at least 5 feet from the rear lot line and at least 5 feet from the side lot line and shall not be located less than 5 feet from a principal structure.

(14) Accessory structures for non-residential uses shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-13. - C-2 Central Business District.

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

A. Purpose. The purpose of the C-2 District is to create an atmosphere that encourages the preservation and revitalization of the Central Business District. Specifically, the regulations are designed to encourage the development and opening of new businesses. This may be accomplished by providing an attractive and convenient shopping center or mall that is organized and developed as an integrated unit. The district regulations also recognize the unique circumstances that are peculiar to the downtown area.

B. Permitted uses. Permitted uses for the C-2 District shall be as follows:

(1) Those permitted uses in the C-1 District.

(2) Taverns and tap rooms.

(3) Libraries, museums, art galleries and public information centers.

(4) Churches and other places of worship.

(5) Fraternal, social service, union or civic organization.

(6) Publishing, printing and reproduction establishments.

(7) Indoor storage facilities as an accessory use to any of the permitted uses in this district.

(8) The outdoor display of merchandise, if done in a reasonable manner and if the display is kept neat and orderly as determined by the Planning Director or designee. Furthermore, the outdoor display may not interfere with the safe and efficient flow of pedestrian traffic.

(9) Craft distillery and microbrewery establishments, provided that:

(a) All permits and approvals required by the Delaware Alcoholic Beverage Commission are obtained and remain in full force and effect.

(b) All aspects of the distilling or brewing process are completely confined within a building, including storage of all materials and finished products.

(c) Such establishment offers the public, on a regular and continuing basis, various activities ancillary to its distilling and/or brewing process, including by way of example: tours of the premises, educational classes, demonstrations, tasting rooms,

and retail sales areas limited to the sale of beer, mead, cider, or spirits brewed or distilled on the premises for consumption off-premises and other retail items.

(d) On-site consumption or tasting associated with a craft distillery or microbrewery establishment shall be permitted. Any area associated with on-site consumption or tasting shall not operate as a stand-alone bar or tavern, shall be located on the premises of the craft distillery or microbrewery establishment, and shall be ancillary to the primary use. "Ancillary" for purposes of this section means subordinate, auxiliary, smaller and less intensive than the primary use. On-site consumption or tasting of alcohol shall be limited to those products brewed or distilled on the premises, except as otherwise permitted by Delaware Law.

(e) All food sales shall be limited to prepackaged snack items or those food items prepared by a food establishment licensed by the State of Delaware. If a craft distillery or microbrewery intends to operate on its premises a food establishment that is otherwise a permitted use in this district (i.e. restaurant, café, or full-service restaurant), the City may require the property owner to provide the City with a letter of no objection from the Delaware Alcoholic Beverage Control Commissioner regarding the operation of a food establishment on the premises of a craft distillery or microbrewery.

(f) Outdoor seating and gathering areas shall be permitted subject to the following requirements:

[1] Permanent and temporary outdoor seating and gathering areas shall be subject to building permit application and approval requirements.

[2] Outdoor seating and gathering areas and ancillary improvements shall include physical barriers from public rights-of-way and physical and visual barriers from adjoining properties. Physical barriers along public rights-of-way shall restrict access from the public rights-of-way to the outdoor seating and gathering areas and shall not exceed four feet in height. Barriers along adjoining property lines shall create a physical and visual barrier consisting of fencing six feet in height or vegetation at least six feet in height. The regulations herein shall be in addition to any regulations imposed by the State of Delaware.

[3] Maximum occupancy and points of ingress/egress shall be clearly marked. Occupancy of outdoor seating and gathering areas shall not exceed one person per 15 square feet of the outdoor seating and gathering areas identified in the building plans or any other occupancy limit established by the Office of the State Fire Marshall.

[4] All structures and uses related to outdoor seating and gathering areas and facilities are subject to the City of Milford Building Code and the City of Milford Zoning Code.

[5] The occupancy of outdoor seating and gathering areas shall be included when calculating the building requirements and minimum parking standards required by the City of Milford and State of Delaware. Outdoor seating and gathering areas shall meet all requirements of the City of Milford and the State of Delaware.

[6] Tables, chairs, umbrellas, equipment, games, and any other items provided in connection with outdoor seating and gathering areas shall be

maintained in good repair and shall be secured during non-business hours in a safe and orderly manner.

[7] Any licensing required by the Delaware Alcoholic Beverage Control Commissioner for outdoor seating and gathering areas shall be obtained.

(10) Commercial indoor recreation activities, including amusement arcades, indoor theaters, social clubs, youth clubs or similar facilities.

(11) All dwellings other than single-family with a maximum density of 16 units per acre and in conjunction with nonresidential use.

(12) Bed and Breakfast

(a) The bed-and-breakfast establishment does not adversely affect the residential character of the neighborhood and such use is carried on in an existing residential structure.

(b) The building proposed for use as a bed-and-breakfast must have the owner of the bed-and-breakfast residing in the building as his/her principal residence.

(c) The serving of meals shall be limited to breakfast and afternoon tea for overnight guests and customers.

(d) Rooms used for sleeping shall be part of the primary residential structure and shall not have been specifically constructed for rental purposes.

(e) No exterior alterations other than a sign and those required by law to ensure the safety of the structure shall be made.

(f) The bed-and-breakfast operation shall not use more than 50% of the floor area of the principal residence. Common areas such as the kitchen, foyer, living room or dining room are not included in this calculation.

(g) No areas shall be floodlit. Drives and parking areas shall not be illuminated by lighting fixtures higher than 20 feet. Sidewalks shall not be illuminated by lighting fixtures higher than 15 feet. Exterior lighting shall be shaded as to prevent illumination off-site. All external lighting, except for demonstrated security needs, shall be extinguished by 10:00 p.m.

C. Conditional uses subject to special requirements. All uses specified as conditional uses in the C-1 zoning district and the following uses are permitted subject to receiving a conditional use permit by the City Council as provided in Article IX of this chapter:

~~(1) Commercial indoor recreation activities, including amusement arcades, indoor theaters, social clubs, youth clubs or similar facilities.~~

(1~~2~~) Motels and hotels.

(2~~3~~) Instructional, business or trade stores.

(3~~4~~) Fast-food or franchised food service operated restaurants.

~~(5) All dwellings other than single-family with a maximum density of~~ 16 ~~units per acre and in conjunction with nonresidential use.~~

D. Area regulations.

(1) Minimum lot area shall be 2,500 square feet.

(2) Minimum lot width shall be 50 feet.

(3) Height of buildings shall not exceed 35 feet.

(4) There shall be no required front, rear or side yard setback.

(5) Signs shall comply with the requirements provided in Article VI of this chapter.

(6) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(7) Parking shall comply with the requirements provided in Article IV of this chapter.

(8) Accessory structures in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(9) Accessory structures shall be located in the side and rear lot areas.

(10) Accessory structures for residential and non-residential uses shall be located at least 5 feet from the rear lot line and at least 5 feet from the side lot line and shall not be located less than 5 feet from a principal structure.

§ 230-13.1. - C-2A Riverfront Development District.

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

A. Purpose. The purpose of the Riverfront Development District is to create an atmosphere that encourages mixed use residential and commercial development along riverfront properties in the downtown area. The district shall preserve the character of the adjacent central business district and historic areas while providing an attractive and convenient combination of shopping and living units. The district shall be limited to those properties adjacent to the Mispillion River and shall be prohibited along North and South Walnut Street, Northwest Front Street and shall not be allowed within any of the historic districts.

B. Permitted uses. In a C2-A district, land, buildings or premises shall be used by right for one or more of the following:

(1) Those uses permitted in the C-1 District.

(2) Libraries, museums, art galleries and public information centers.

(3) Fraternal, social service, union or civic organization.

(4) Craft distillery and microbrewery establishments, provided that:

(a) All permits and approvals required by the Delaware Alcoholic Beverage Commission are obtained and remain in full force and effect.

(b) All aspects of the distilling or brewing process are completely confined within a building, including storage of all materials and finished products.

(c) Such establishment offers the public, on a regular and continuing basis, various activities ancillary to its distilling and/or brewing process, including by way of example: tours of the premises, educational classes, demonstrations, tasting rooms, and retail sales areas limited to the sale of beer, mead, cider, or spirits brewed or distilled on the premises for consumption off-premises and other retail items.

(d) On-site consumption or tasting associated with a craft distillery or microbrewery establishment shall be permitted. Any area associated with on-site consumption or

tasting shall not operate as a stand-alone bar or tavern, shall be located on the premises of the craft distillery or microbrewery establishment, and shall be ancillary to the primary use. "Ancillary" for purposes of this section means subordinate, auxiliary, smaller and less intensive than the primary use. On-site consumption or tasting of alcohol shall be limited to those products brewed or distilled on the premises, except as otherwise permitted by Delaware Law.

(e) All food sales shall be limited to prepackaged snack items or those food items prepared by a food establishment licensed by the State of Delaware. If a craft distillery or microbrewery intends to operate on its premises a food establishment that is otherwise a permitted use in this district (i.e. restaurant, café, or full-service restaurant), the City may require the property owner to provide the City with a letter of no objection from the Delaware Alcoholic Beverage Control Commissioner regarding the operation of a food establishment on the premises of a craft distillery or microbrewery.

(f) Outdoor seating and gathering areas shall be permitted subject to the following requirements:

[1] Permanent and temporary outdoor seating and gathering areas shall be subject to building permit application and approval requirements.

[2] Outdoor seating and gathering areas and ancillary improvements shall include physical barriers from public rights-of-way and physical and visual barriers from adjoining properties. Physical barriers along public rights-of-way shall restrict access from the public rights-of-way to the outdoor seating and gathering areas and shall not exceed four feet in height. Barriers along adjoining property lines shall create a physical and visual barrier consisting of fencing six feet in height or vegetation at least six feet in height. The regulations herein shall be in addition to any regulations imposed by the State of Delaware.

[3] Maximum occupancy and points of ingress/egress shall be clearly marked. Occupancy of outdoor seating and gathering areas shall not exceed one person per 15 square feet of the outdoor seating and gathering areas identified in the building plans or any other occupancy limit established by the Office of the State Fire Marshall.

[4] All structures and uses related to outdoor seating and gathering areas and facilities are subject to the City of Milford Building Code and the City of Milford Zoning Code.

[5] The occupancy of outdoor seating and gathering areas shall be included when calculating the building requirements and minimum parking standards required by the City of Milford and State of Delaware. Outdoor seating and gathering areas shall meet all requirements of the City of Milford and the State of Delaware.

[6] Tables, chairs, umbrellas, equipment, games, and any other items provided in connection with outdoor seating and gathering areas shall be maintained in good repair and shall be secured during non-business hours in a safe and orderly manner.

[7] Any licensing required by the Delaware Alcoholic Beverage Control Commissioner for outdoor seating and gathering areas shall be obtained.

(5) Commercial indoor recreation activities, including amusement arcades, indoor theaters, social clubs, youth clubs or similar facilities.

(6) Multifamily residential when part of a mixed-use development, with commercial uses in the same building and/or on the same site.

(7) Bed and Breakfast.

(a) The bed-and-breakfast establishment does not adversely affect the residential character of the neighborhood and such use is carried on in an existing residential structure.

(b) The building proposed for use as a bed-and-breakfast must have the owner of the bed-and-breakfast residing in the building as his/her principal residence.

(c) The serving of meals shall be limited to breakfast and afternoon tea for overnight guests and customers.

(d) Rooms used for sleeping shall be part of the primary residential structure and shall not have been specifically constructed for rental purposes.

(e) No exterior alterations other than a sign and those required by law to ensure the safety of the structure shall be made.

(f) The bed-and-breakfast operation shall not use more than 50% of the floor area of the principal residence. Common areas such as the kitchen, foyer, living room or dining room are not included in this calculation.

(g) No areas shall be floodlit. Drives and parking areas shall not be illuminated by lighting fixtures higher than 20 feet. Sidewalks shall not be illuminated by lighting fixtures higher than 15 feet. Exterior lighting shall be so shaded as to prevent illumination off-site. All external lighting, except for demonstrated security needs, shall be extinguished by 10:00 p.m.

C. Conditional uses subject to special requirements. All uses specified as conditional uses in the C-1 zoning district and the following uses are permitted subject to receiving a conditional use permit by the City Council as provided in Article IX of this chapter:

~~(1) Commercial indoor recreation activities, including amusement arcades, indoor theaters, social clubs, youth clubs or similar facilities.~~

(~~2~~**1**) Fast-food or franchised food service operated restaurants.

~~(3) Multifamily residential when part of a mixed-use development, with commercial uses in the same building and/or on the same site.~~

D. Area regulations.

(1) Maximum number of units per acre shall be 16.

(2) Minimum lot area shall be 5,000 square feet.

(3) Minimum lot width shall be 50 feet.

(4) Maximum lot coverage shall be 60%

(5) Minimum front yard setback shall be 15 feet minimum

(6) Side yard setback shall be 14 feet aggregate total with a minimum of 6 feet.

(7) Minimum rear yard setback shall be 20 feet.

(8) Height of buildings shall not exceed 50 feet.

(9) Minimum separation distance between dwelling structures on the same lot shall not be less than 15 feet.

(10) Parking shall comply with the requirements provided in Article IV of this chapter.

(11) Signs shall comply with the requirements provided in Article VI of this chapter.

(12) For mixed use residential and commercial projects, off-street parking, parking beneath buildings, front, side and rear setbacks, landscaping and buffering, lot coverage, number of units per building and building separation shall be as determined by the Planning Commission.

(13) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(14) Accessory structures in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(15) Accessory structures shall be located in the side and rear lot areas.

(16) Accessory structures for residential and non-residential uses shall be located at least 5 feet from the rear lot line and at least 5 feet from the side lot line and shall not be located less than 5 feet from a principal structure.

§ 230-14. - C-3 Highway Commercial District.

In a C-3 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

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

B. Permitted uses. Permitted uses for the C-3 District shall be as follows:

(1) Those permitted uses in the C-2 District.

(2) Warehouses.

(3) Large retail outlets.

(4) Indoor storage accessory building.

(5) Fast-food restaurants and drive-in restaurants.

(6) Supermarkets.

(7) Truck and trailer rentals.

(8) Roadside produce market.

(9) Outdoor commercial recreational facilities, not motorized vehicles.

(10) Swimming club.

(11) Indoor facility for amusement or assembly.

(12) Bus station.

(13) Motels or hotels.

(14) Commercial greenhouse.

(15) Wholesale establishment.

(16) Contractors', craftsmen's or general service shops, including welding and similar shops.

(17) Laboratory, testing and research.

(18) Car wash.

C. Conditional uses subject to special requirements. All uses specified as conditional uses in the C-2 zoning district and the following uses are permitted subject to receiving a conditional use permit by the City Council as provided in Article IX of this chapter:

~~(1) Motels or hotels.~~

~~(2) Commercial greenhouse.~~

~~(3) Wholesale establishment.~~

~~(4) Contractors', craftsmen's or general service shops, including welding and similar shops.~~

~~(5) Laboratory, testing and research.~~

(1~~6~~) Automotive sales.

(2~~7~~) Automotive repair, subject to the following special requirements:

(a) All facilities shall be located and all services shall be conducted on the lot.

(b) All repair work shall be conducted within an entirely enclosed building.

(c) No equipment for the service of gasoline or oil shall be placed closer to any street or property line than 20 feet.

(d) No portion of such structure or its equipment shall be located within 500 feet of the premises of any school, hospital, church or public recreation building.

(e) No service station shall be located within 800 feet of another service station on the same side of the street within the same block.

(f) Any such use shall be permitted only where it is determined that it will not materially interfere with the main pedestrian movement in conjunction with a compact retail area.

(3~~8~~) Shopping center, subject to the following site requirements:

~~(a) The total shall not be less than one acre.~~

(a~~b~~) Traffic and parking.

~~[1] The internal circulation of traffic shall be separated from the external street system, and pedestrian and vehicular traffic shall be separated through traffic control devices and appropriate site design.~~

[1~~2~~] The minimum distance between accessways and a residential district shall be 50 feet.

[2~~3~~] Spacing of accessway.

[a] From adjoining property: 50 feet.

[b] From minor intersections: 50 feet.

[c] From major intersections: 100 to 150 feet.

(be) Setback.

~~[1] From street right-of-way: 15 feet.~~

[12] From nonresidential districts: 15 feet.

[23] From residential districts: 100 feet.

~~(9) Car wash.~~

(410) All uses permitted in the R-3 Zoning District subject to its area regulations.

(511) Business, commercial or industrial uses that do not adversely affect neighboring properties.

(612) Aquarium.

(7) Community energy generating facility.

(a) The footprint of the solar array, as defined as the by the outer limit of the panels and exclusive of buffers shall be no larger than fifty (50) acres in size.

(b) No more than one Community Solar Energy Facility (SEF) shall be permitted on a parcel. All separate parcels in existence on June 1, 2023, shall be considered original parcels. Future subdivision of an original parcel shall not enable the development of additional Community Solar Energy Facilities.

(c) Facility location and siting shall be in accordance with the requirements of Title 26 Public Utilities of the Delaware Administrative Code, 3001 (Rules for Certification and Regulation of Electric Suppliers) as amended.

(d) Setbacks for the Facility shall be:

[1] Front setback shall be 75 feet.

[2] Side setback shall be 50 feet.

[3] Rear setback shall be 50 feet.

[4] Distance from any off-site dwelling unit shall be 100 feet.

[5] Distance from any State recognized Scenic Byway shall be 150 feet.

[6] Distance from any wetlands shall be 100 feet.

(e) The site area shall be planted to achieve a minimum six (6) foot high four-season visual barrier in accordance with the following guidelines:

[1] Include a variety of native evergreen trees. Existing native vegetation may be used to achieve the required planted buffer.

[2] A minimum of two (2) rows shall be installed and trees shall be planted in staggered rows. Plantings shall be placed at maximum 20 feet apart within the same row and 10 feet apart from the adjacent, staggered row.

[3] Include groundcover to minimize growth of invasive species or provide a mowing schedule until the area is fully established in a natural condition.

[4] The buffer shall be maintained to prevent disease from spreading

and any trees that don't survive shall be replaced.

[5] A raised berm with a 1:4 side slope and flat top may be used to achieve minimum height at planting.

(f) The required buffer may be counted toward planting requirements included in this Chapter.

(g) If topsoil is removed for improvements, it shall remain on the site.

(h) Noninvasive, perennial vegetative ground cover must be maintained or established in all areas containing solar arrays and in required setbacks to prevent erosion and manage run-off. A seed mix will be used to promote the growth of a ground cover that is favorable to future use of the land by animals. The height of the vegetation growth shall be maintained as to reduce the possibility of the airborne spreading of weeds and seeds transmitted to other adjacent lands.

(i) A soils study establishing the presence of any contaminants shall be completed prior to construction and every five (5) years thereafter. Surface Soil samples shall be collected from the first six inches of soil. One composite sample shall be collected every 5 acres of SEF footprint. The composite sample should be a maximum of 10 aliquots collected from evenly spaced locations throughout the 5-acre footprint. A baseline sample shall be collected prior to the start of the SEF construction. The composite sample should be analyzed for the primary component of the installed solar panel via the prevailing EPA method for Inorganic Compounds. A letter report of findings shall be submitted within 45 days from receipt of the laboratory results to the City and shall include a summary table showing current and past results and the original certified laboratory results. A sketch showing the sample locations should be provided with the letter report. The full report shall be kept on file by the applicant and available for review by the City. If contaminate levels appear to exceed the baseline, the City will forward the report to DNREC to determine appropriate mitigation measures. If the 5 year and 10 year tests do not show material increase in the metal constituents tested, then testing interval may be extended to every 10 years.

(j) Signage, not to exceed six (6) square feet, identifying the operator, its contact numbers, 911 address and emergency contact information shall be posted at each entrance or exit of the property.

(k) Abandonment. A Community Energy Generating Facility that does not produce energy for a continuous period of one year or more shall be presumed to have been abandoned. The Applicant may request a Good Cause Exemption that may not be unreasonably withheld so long as all Real Estate and Personal Property Taxes are in Good Standing. Any Facility that has been abandoned without attaining a Good Cause Exemption must be decommissioned and removed within 180 days. Decommissioning must consist of:

[1] Physical removal of all solar photovoltaic facilities, structures, equipment, security barriers and transmission lines from the site.

[2] Recycling or disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

[3] Stabilization or re- vegetation of the site as necessary to minimize erosion. The Planning Director is authorized to allow the owner or operator

to leave landscaping or designated below-grade foundations in place in order to minimize erosion and disruption to vegetation and/or agriculture.

(l) Decommissioning plan.

[1] A decommissioning plan outlining the anticipated means and costs of removing the solar facility must be submitted, with the application.

[2] The decommissioning plan should ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The plan must include provisions for the removal of all structures and foundations, the removal of all electrical transmission components and the restoration of soil and vegetation.

[3] The owner/operator must provide a present-day decommissioning cost estimate and identify the parties responsible for decommissioning.

(m) Financial Assurance. The operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form and amount acceptable to the Department to secure payment of one hundred (100) percent of the anticipated cost of removal of all associated site improvements and restoration of the site to its pre-development condition. The financial assurance shall remain in full force and effect as long as the solar Facility remains in place. The financial assurance shall be reviewed and renewed every five (5) years to ensure the amount reflects the current market.

(8) Energy system utility scale solar & wind.

(a) The following are conditions specific to Solar Facilities:

[1] Setbacks for a Solar facility shall be:

[a] Front setback shall be 100 feet.

[b] Side setback shall be 75 feet.

[c] Rear setback shall be 75 feet.

[d] Distance from any off-site dwelling unit shall be 100 feet.

[e] Distance from any State recognized Scenic Byway shall be 150 feet.

[f] Distance from any wetlands shall be 100 feet.

[2] The required setback shall be planted to achieve a minimum six (6) foot high four-season visual barrier in accordance with the following guidelines:

[a] Include a variety of native evergreen trees. Existing native vegetation may be used to achieve the required planted buffer.

[b] A minimum of two (2) rows shall be installed and trees shall be planted in staggered rows. Plantings shall be placed at maximum 20 feet apart within the same row and 10 feet apart from the adjacent, staggered row.

[c] Include groundcover to minimize growth of invasive species or provide a mowing schedule until the area is fully established in a natural condition.

[d] The buffer shall be maintained to prevent disease from spreading and any trees that don't survive shall be replaced.

[e] A raised berm with a 1:4 side slope and flat top may be used to achieve minimum height at planting.

[3] A soils study establishing the presence of any contaminants shall be completed prior to construction and every five (5) years thereafter. Surface Soil samples shall be collected from the first six inches of soil. One composite sample shall be collected every 5 acres of SEF footprint. The composite sample should be a maximum of 10 aliquots collected from evenly spaced locations throughout the 5-acre footprint. A baseline sample shall be collected prior to the start of the SEF construction. The composite sample should be analyzed for the primary component of the installed solar panel via the prevailing EPA method for Inorganic Compounds. A letter report of findings shall be submitted within 45 days from receipt of the laboratory results to the City and shall include a summary table showing current and past results and the original certified laboratory results. A sketch showing the sample locations should be provided with the letter report. The full report shall be kept on file by the applicant and available for review by the City. If contaminate levels appear to exceed the baseline, the City will forward the report to DNREC to determine appropriate mitigation measures. If the 5 year and 10 year tests do not show material increase in the metal constituents tested, then testing interval may be extended to every 10 years.

[4] Signage, not to exceed six (6) square feet, identifying the operator, its contact numbers, 911 address and emergency contact information shall be posted at each entrance or exit of the property.

(b) The following are conditions specific to Wind Facilities:

[1] Setbacks for a Wind Facility shall be:

[a] Front setback shall be 800 feet.

[b] Side setback shall be 800 feet.

[c] Rear setback shall be 800 feet.

[d] Distance from any off-site dwelling unit shall be 1,000 feet.

[e] Distance from any State recognized Scenic Byway shall be 800 feet.

[f] Distance from any wetlands shall be 100 feet.

[2] No climbing pegs or tower ladders shall be located closer than 12 feet to the ground level at the base of the structure for freestanding single poles.

[3] The facility shall be designed to prevent unauthorized external access to electrical and mechanical components and shall have access doors that are kept securely locked.

[4] All access roads shall be gated and locked.

[5] All power transmission lines from the tower to any other building or other structure shall be located underground to the maximum extent practical.

[6] No tower shall be lit except to comply with Federal Aviation Administration requirements. Minimum-security lighting for ground level facilities shall be allowed as approved on the site plan. Security lighting shall be designed to minimize light pollution, including the use of light hoods, low-glare fixtures, and directing lights at the ground.

[7] All structures in a project shall be finished in a single, non-reflective, matte color or a camouflage scheme.

[8] Signs

[a] No advertising signs are allowed on any part of the WECS, including fencing and support structures.

[b] No lettering, company insignia, advertising, or graphics shall be on any part of the tower, hub, or blades.

[c] Appropriate warning signs shall be posted. At least one sign shall be posted at the base of the tower warning of electrical shock or high voltage. A sign shall be posted on the entry area of the fence around each tower or group of towers and any building (or on the tower or building if there is no fence) containing emergency contact information, 911 address, including a local telephone number with 24-hour, 7-days-a-week coverage. The City may require additional signs based on safety needs.

[9] Noise level shall not exceed 50 dBA, including constructive interference at existing off-site residences, businesses, and public buildings.

(c) The following are conditions required for all Utility Solar and Wind Energy Facilities

[1] Required buffers may be counted toward planting requirements included in this Chapter.

[2] If topsoil is removed for improvements, it shall remain on the site.

[3] Noninvasive, perennial vegetative ground cover must be maintained or established in all areas containing solar arrays and in required setbacks to prevent erosion and manage run-off. A seed mix will be used to promote the growth of a ground cover that is favorable to future use of the land by animals. The height of the vegetation growth shall be maintained as to reduce the possibility of the airborne spreading of weeds and seeds transmitted to other adjacent lands.

[4] Abandonment. A Utility Solar or Wind Facility that does not produce energy for a continuous period of one year or more shall be presumed to have been abandoned. The Applicant may request a Good Cause Exemption that may not be unreasonably withheld so long as all Real Estate and Personal Property Taxes are in Good Standing. Any Utility Solar Facility that has been abandoned without attaining a Good Cause Exemption must be decommissioned and removed within 180 days. Decommissioning must consist of:

[a] Physical removal of all solar photovoltaic facilities, wind turbines, structures, equipment, security barriers and transmission lines from the site.

[b] Recycling or disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

[c] Stabilization or re-vegetation of the site as necessary to minimize erosion. The Planning Director is authorized to allow the owner or operator to leave landscaping or designated below-grade foundations in place in order to minimize erosion and disruption to vegetation.

[5] Decommissioning plan.

[a] A decommissioning plan outlining the anticipated means and costs of removing the facility must be submitted, with the application.

[b] The decommissioning plan should ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The plan must include provisions for the removal of all structures and foundations, the removal of all electrical transmission components and the restoration of soil and vegetation and/or agriculture.

[c] The owner/operator must provide a present-day decommissioning cost estimate and identify the parties responsible for decommissioning.

[6] Financial Assurance. Prior to final plan approval, the operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form and amount acceptable to the Department to secure payment of one hundred (100) percent of the anticipated cost of removal of all associated site improvements and restoration of the site to its pre-development condition. The financial assurance shall remain in full force and effect as long as the facility remains in place. The financial assurance shall be reviewed and renewed every five (5) years to ensure the amount reflects the current market.

(9) Emergency shelter facility.

(a) The lot on which an emergency shelter facility is located shall not be within 500 feet of a lot on which another emergency shelter facility or group home is located.

(b) All state licenses and permits for such a facility have been obtained.

D. Area regulations.

(1) Minimum lot area shall be one acre.

(2) Maximum lot coverage shall be 80%.

(3) Minimum lot width shall be as follows: for an interior lot 150 feet and for a corner lot 170 feet.

(4) Height of buildings shall not exceed 35 feet, with the following exception: a motel, hotel, or aquarium may be erected to a height not exceeding 60 feet.

(5) Minimum front yard setback shall be 30 feet.

(6) Side yards shall be provided as follows: each lot shall have two side yards a minimum of 20 feet with a minimum aggregate width of two side yards of 50 feet.

(7) Minimum rear yard shall be 50 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures for residential uses shall be located at least 5 feet from the rear lot line and at least 5 feet from the side lot line and shall not be located less than 10 feet from a principal structure.

(14) Accessory structures for non-residential uses shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-15. - H-1 Institutional Development District.

In an H-1 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The intent of the H-1 Institutional Development District is to encourage the development of institutional uses in accordance with an approved plan of development. This district is to provide suitable areas and adequate safeguards for such uses to serve the City of Milford and the surrounding region. **As of July 1, 2023, no new properties shall be zoned H-1 Institutional Development District.**

B. Permitted uses. Permitted used for the H-1 District shall be as follows:

(1) Medical and surgical hospitals.

(2) Medical and dental centers, excluding drug abuse centers and freestanding detoxification centers.

(3) Medical arts offices and buildings.

(4) Accessory uses incidental to the permitted uses.

(5) Municipal and public services and facilities, including City Hall, water storage towers, water reservoirs, water pumping stations, water treatment plants, sewage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, public transportation bus or transit stops, police and fire stations and substations for electric, gas and telephone facilities.

(6) Nursing homes.

C. Conditional uses subject to special regulations. The**re are no listed conditional uses within this zoning district.** ~~following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions of Article IX of this chapter:~~

(1) Nursing homes.

(2) Sanatoriums.

(3) Multilevel parking facilities.

(4) Community residential treatment program.

(a) These are minimum requirements, and community residential treatment programs are additionally subject to those requirements imposed by the Planning Commission and/or the City Council.

[1] Prior to occupancy of the facility, the program will obtain any applicable license from the State of Delaware. City approval is conditional upon the Zoning Office receiving state confirmation that an appropriate license has been issued or certification that a license is not required by the state. If a license is not required by the State of Delaware, minimum standards may be required by the City.

[2] The program will require a planned program of care consisting of full-time programmatic supervision, counseling and/or therapy and assistance in the development of daily skills.

[3] The program shall include a description of client population, services provided, staffing schedule and client/staff ratio.

[4] The program will be operated under the authority of a reputable governing board, proprietor or government official to whom staff are responsible and who will be available to City officials, if necessary, to resolve complaints pertaining to the facility. Each provider shall send complaint procedures to every property owner within 200 feet of the property within 45 days subsequent to City approval to facilitate good neighbor relations. The operators will have a workable, written plan that includes a method for recording and resolving complaints by neighbors pertaining to the operation of the program. Complaints, efforts to resolve complaints and the results of such efforts shall be recorded.

[5] The design of the facility will be compatible with the neighborhood within which it is located, including its landscaping and architecture.

[6] The health and safety of the residents will be protected. Community residential programs shall meet all City ordinances and regulations, including review by the Office of the State Fire Marshal and the Department of Public Health.

[7] Community residential programs shall be located a minimum of 1,500 feet from any other community residential program or school.

[8] The following documentation will be required to be submitted with the application:

[a] Site plan, including parking area and landscaped area.

[b] Floor plan, with elevation drawings or photographs of existing building.

[c] List of board members, proprietors or governmental officials to whom staff are responsible.

~~[d] Written neighborhood relations plan.~~

~~[e] Complaint recording and resolution plan.~~

D. Area regulations.

(1) Minimum lot area shall be one acre.

(2) Maximum lot coverage shall be 80%.

(3) Minimum lot width shall be 150 feet.

(4) Height of buildings shall not exceed 50 feet.

(5) Minimum front yard setback shall be as follows:

(a) Thirty feet for the first 15 feet of height.

(b) An additional 10 feet for the second 15 feet of height.

(c) Twenty feet for each additional 15 feet of height.

(6) Each side yard shall equal 20 feet for each 15 feet of height.

(7) A rear yard shall be provided to equal 20 feet for each 15 feet of height.

(8) Signs shall comply with the requirements provided in Article VI of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Parking shall comply with the requirements provided in Article IV of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-16. - I-1 Limited Industrial District.

In an I-1 District no building/structure or premises shall be used and no building/structure or part thereof shall be erected or altered which is arranged, intended or designed to be used, in whole or in part, for any purpose except for one or more of the following uses and complying with the requirements herein indicated.

A. The purpose of an I-1 Limited Industrial District shall be to provide locations for the development of light to moderate industrial manufacturing, warehousing, wholesale and limited research establishments which, because of their type and nature, would be compatible with or adjacent to residential areas. Also, the purpose is to provide guidelines and performance standards which will control and confine any offensive features (i.e., noise, vibration, heat, smoke, glare, dust, objectionable odors, toxic wastes or unsightly storage) to the confines of the premises and within enclosed buildings or within a visually enclosed space.

B. Permitted uses. Permitted uses of the I-1 District shall be as follows:

(1) All permitted uses of the OC-1 District and BP District.

(2) Light manufacturing, assembling, converting, altering, finishing, baking, cooking or any other type of processing or storage of an industrial nature for the production and/or distribution of any goods, materials, products, instruments, appliances and devices, provided that the fuel or power supply shall be of an approved type. Also included shall be all incidental clinics, offices, cafeterias and recreational facilities for the exclusive use of in-house staff and employees. **Accessory retail storefront/gift shop is permitted for products that are manufactured on site. The area for this use must be incidental and subordinate to the manufacturing use and must meet all commercial building code requirements for the use. (NAICS Reference - 313: Textile Mills; 314: Textile Product Mills; 315: Apparel Manufacturing; 316: Leather and Allied Product Manufacturing (except 3161 {Hazardous}); 323: Printing and Related Support Activities; 326: Plastics and Rubber Products Manufacturing (except tires 32621{Hazardous}); 3271: Clay Product and Refractory Manufacturing; 327991: Cut Stone and Stone Product Manufacturing; 3322: Cutlery and Handtool Manufacturing; 3323: Architectural and Structural Metals Manufacturing; 3324: Boiler, Tank, and Shipping Container Manufacturing; 3325: Hardware Manufacturing; 3326: Spring and Wire Product Manufacturing; 3327: Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing; 3328: Coating, Engraving, Heat Treating, and Allied Activities; 33291: Metal Valve Manufacturing; 332991: Ball and Roller Bearing Manufacturing; 332996: Fabricated Pipe and Pipe Fitting Manufacturing; 332999: All Other Miscellaneous Fabricated Metal Product Manufacturing; 3331: Agriculture, Construction, and Mining Machinery Manufacturing; 3332: Industrial Machinery Manufacturing; 333314: Optical Instrument and Lens Manufacturing; 333316: Photographic and Photocopying Equipment Manufacturing; 3335: Metalworking Machinery Manufacturing; 3336: Engine, Turbine, and Power Transmission Equipment Manufacturing; 3339: Other General Purpose Machinery Manufacturing (except 333913 {Hazardous}); 334: Computer and Electronic Product Manufacturing; 335: Electrical Equipment, Appliance, and Component Manufacturing; 337: Furniture and Related Product Manufacturing; 339: Miscellaneous Manufacturing)**

(3) Wholesale storage, warehousing and distribution centers. **49311: General Warehousing and Storage; 49312: Refrigerated Warehousing and Storage (except for farm products grown on site); 49319: Other Warehousing and Storage)**

C. Conditional uses. All uses specified as conditional uses in the OC-1 and BP zoning districts and the following uses are permitted in the I-1 District, in accordance with the provisions within Article IX of this chapter:

~~(1) Airfields or airpark facilities.~~

(1~~2~~) Mini-warehouses or public storage facilities.

(2~~3~~) Radio-television facilities.

(3~~4~~) Craft distillery and microbrewery establishments, provided that:

(a) All permits and approvals required by the Delaware Alcoholic Beverage Commission are obtained and remain in full force and effect.

(b) All aspects of the distilling or brewing process are completely confined within a building, including storage of all materials and finished products.

(c) Such establishment offers the public, on a regular and continuing basis, various activities ancillary to its distilling and/or brewing process, including by way of

example: tours of the premises, educational classes, demonstrations, tasting rooms, and retail sales areas limited to the sale of beer, mead, cider, or spirits brewed or distilled on the premises for consumption off-premises and other retail items.

(d) On-site consumption or tasting associated with a craft distillery or microbrewery establishment shall be permitted. Any area associated with on-site consumption or tasting shall not operate as a stand-alone bar or tavern, shall be located on the premises of the craft distillery or microbrewery establishment, and shall be ancillary to the primary use. "Ancillary" for purposes of this section means subordinate, auxiliary, smaller and less intensive than the primary use. On-site consumption or tasting of alcohol shall be limited to those products brewed or distilled on the premises, except as otherwise permitted by Delaware Law.

(e) All food sales shall be limited to prepackaged snack items or those food items prepared by a food establishment licensed by the State of Delaware. If a craft distillery or microbrewery intends to operate on its premises a food establishment that is otherwise a permitted use in this district (i.e. restaurant, café, or full-service restaurant), the City may require the property owner to provide the City with a letter of no objection from the Delaware Alcoholic Beverage Control Commissioner regarding the operation of a food establishment on the premises of a craft distillery or microbrewery.

(f) Outdoor seating and gathering areas shall be permitted subject to the following requirements:

[1] Permanent and temporary outdoor seating and gathering areas shall be subject to building permit application and approval requirements.

[2] Outdoor seating and gathering areas and ancillary improvements shall include physical barriers from public rights-of-way and physical and visual barriers from adjoining properties. Physical barriers along public rights-of-way shall restrict access from the public rights-of-way to the outdoor seating and gathering areas and shall not exceed four feet in height. Barriers along adjoining property lines shall create a physical and visual barrier consisting of fencing six feet in height or vegetation at least six feet in height. The regulations herein shall be in addition to any regulations imposed by the State of Delaware.

[3] Maximum occupancy and points of ingress/egress shall be clearly marked. Occupancy of outdoor seating and gathering areas shall not exceed one person per 15 square feet of the outdoor seating and gathering areas identified in the building plans or any other occupancy limit established by the Office of the State Fire Marshall.

[4] All structures and uses related to outdoor seating and gathering areas and facilities are subject to the City of Milford Building Code and the City of Milford Zoning Code.

[5] The occupancy of outdoor seating and gathering areas shall be included when calculating the building requirements and minimum parking standards required by the City of Milford and State of Delaware. Outdoor seating and gathering areas shall meet all requirements of the City of Milford and the State of Delaware.

[6] Tables, chairs, umbrellas, equipment, games, and any other items provided in connection with outdoor seating and gathering areas shall be maintained in good repair and shall be secured during non-business hours in a safe and orderly manner.

[7] Any licensing required by the Delaware Alcoholic Beverage Control Commissioner for outdoor seating and gathering areas shall be obtained.

(4) Community energy generating facility.

(a) The footprint of the solar array, as defined as the by the outer limit of the panels and exclusive of buffers shall be no larger than fifty (50) acres in size.

(b) No more than one Community Solar Energy Facility (SEF) shall be permitted on a parcel. All separate parcels in existence on June 1, 2023, shall be considered original parcels. Future subdivision of an original parcel shall not enable the development of additional Community Solar Energy Facilities.

(c) Facility location and siting shall be in accordance with the requirements of Title 26 Public Utilities of the Delaware Administrative Code, 3001 (Rules for Certification and Regulation of Electric Suppliers) as amended.

(d) Setbacks for the Facility shall be:

[1] Front setback shall be 75 feet.

[2] Side setback shall be 50 feet.

[3] Rear setback shall be 50 feet.

[4] Distance from any off-site dwelling unit shall be 100 feet.

[5] Distance from any State recognized Scenic Byway shall be 150 feet.

[6] Distance from any wetlands shall be 100 feet.

(e) The site area shall be planted to achieve a minimum six (6) foot high four-season visual barrier in accordance with the following guidelines:

[1] Include a variety of native evergreen trees. Existing native vegetation may be used to achieve the required planted buffer.

[2] A minimum of two (2) rows shall be installed and trees shall be planted in staggered rows. Plantings shall be placed at maximum 20 feet apart within the same row and 10 feet apart from the adjacent, staggered row.

[3] Include groundcover to minimize growth of invasive species or provide a mowing schedule until the area is fully established in a natural condition.

[4] The buffer shall be maintained to prevent disease from spreading and any trees that don't survive shall be replaced.

[5] A raised berm with a 1:4 side slope and flat top may be used to achieve minimum height at planting.

(f) The required buffer may be counted toward planting requirements included in this Chapter.

(g) If topsoil is removed for improvements, it shall remain on the site.

(h) Noninvasive, perennial vegetative ground cover must be maintained or established in all areas containing solar arrays and in required setbacks to prevent erosion and manage run-off. A seed mix will be used to promote the growth of a ground cover that is favorable to future use of the land by animals. The height of the vegetation growth shall be maintained as to reduce the possibility of the airborne spreading of weeds and seeds transmitted to other adjacent lands.

(i) A soils study establishing the presence of any contaminants shall be completed prior to construction and every five (5) years thereafter. Surface Soil samples shall be collected from the first six inches of soil. One composite sample shall be collected every 5 acres of SEF footprint. The composite sample should be a maximum of 10 aliquots collected from evenly spaced locations throughout the 5-acre footprint. A baseline sample shall be collected prior to the start of the SEF construction. The composite sample should be analyzed for the primary component of the installed solar panel via the prevailing EPA method for Inorganic Compounds. A letter report of findings shall be submitted within 45 days from receipt of the laboratory results to the City and shall include a summary table showing current and past results and the original certified laboratory results. A sketch showing the sample locations should be provided with the letter report. The full report shall be kept on file by the applicant and available for review by the City. If contaminate levels appear to exceed the baseline, the City will forward the report to DNREC to determine appropriate mitigation measures. If the 5 year and 10 year tests do not show material increase in the metal constituents tested, then testing interval may be extended to every 10 years.

(j) Signage, not to exceed six (6) square feet, identifying the operator, its contact numbers, 911 address and emergency contact information shall be posted at each entrance or exit of the property.

(k) Abandonment. A Community Energy Generating Facility that does not produce energy for a continuous period of one year or more shall be presumed to have been abandoned. The Applicant may request a Good Cause Exemption that may not be unreasonably withheld so long as all Real Estate and Personal Property Taxes are in Good Standing. Any Facility that has been abandoned without attaining a Good Cause Exemption must be decommissioned and removed within 180 days. Decommissioning must consist of:

[1] Physical removal of all solar photovoltaic facilities, structures, equipment, security barriers and transmission lines from the site.

[2] Recycling or disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

[3] Stabilization or re- vegetation of the site as necessary to minimize erosion. The
Planning Director is authorized to allow the owner or operator to leave landscaping or designated below-grade foundations in place in order to minimize erosion and disruption to vegetation and/or agriculture.

(l) Decommissioning plan.

[1] A decommissioning plan outlining the anticipated means and costs of removing the solar facility must be submitted, with the application.

[2] The decommissioning plan should ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The plan must include provisions for the removal of all structures and foundations, the removal of all electrical transmission components and the restoration of soil and vegetation.

[3] The owner/operator must provide a present-day decommissioning cost estimate and identify the parties responsible for decommissioning.

(m) Financial Assurance. The operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form and amount acceptable to the Department to secure payment of one hundred (100) percent of the anticipated cost of removal of all associated site improvements and restoration of the site to its pre-development condition. The financial assurance shall remain in full force and effect as long as the solar Facility remains in place. The financial assurance shall be reviewed and renewed every five (5) years to ensure the amount reflects the current market.

(5) Energy system utility scale solar & wind.

(a) The following are conditions specific to Solar Facilities:

[1] Setbacks for a Solar facility shall be:

[a] Front setback shall be 100 feet.

[b] Side setback shall be 75 feet.

[c] Rear setback shall be 75 feet.

[d] Distance from any off-site dwelling unit shall be 100 feet.

[e] Distance from any State recognized Scenic Byway shall be 150 feet.

[f] Distance from any wetlands shall be 100 feet.

[2] The required setback shall be planted to achieve a minimum six (6) foot high four-season visual barrier in accordance with the following guidelines:

[a] Include a variety of native evergreen trees. Existing native vegetation may be used to achieve the required planted buffer.

[b] A minimum of two (2) rows shall be installed and trees shall be planted in staggered rows. Plantings shall be placed at maximum 20 feet apart within the same row and 10 feet apart from the adjacent, staggered row.

[c] Include groundcover to minimize growth of invasive species or provide a mowing schedule until the area is fully established in a natural condition.

[d] The buffer shall be maintained to prevent disease from spreading and any trees that don't survive shall be replaced.

[e] A raised berm with a 1:4 side slope and flat top may be used to achieve minimum height at planting.

[3] A soils study establishing the presence of any contaminants shall be completed prior to construction and every five (5) years thereafter. Surface Soil samples shall be collected from the first six inches of soil. One composite sample shall be collected every 5 acres of SEF footprint. The composite sample should be a maximum of 10 aliquots collected from evenly spaced locations throughout the 5-acre footprint. A baseline sample shall be collected prior to the start of the SEF construction. The composite sample should be analyzed for the primary component of the installed solar panel via the prevailing EPA method for Inorganic Compounds. A letter report of findings shall be submitted within 45 days from receipt of the laboratory results to the City and shall include a summary table showing current and past results and the original certified laboratory results. A sketch showing the sample locations should be provided with the letter report. The full report shall be kept on file by the applicant and available for review by the City. If contaminate levels appear to exceed the baseline, the City will forward the report to DNREC to determine appropriate mitigation measures. If the 5 year and 10 year tests do not show material increase in the metal constituents tested, then testing interval may be extended to every 10 years.

[4] Signage, not to exceed six (6) square feet, identifying the operator, its contact numbers, 911 address and emergency contact information shall be posted at each entrance or exit of the property.

(b) The following are conditions specific to Wind Facilities:

[1] Setbacks for a Wind Facility shall be:

[a] Front setback shall be 800 feet.

[b] Side setback shall be 800 feet.

[c] Rear setback shall be 800 feet.

[d] Distance from any off-site dwelling unit shall be 1,000 feet.

[e] Distance from any State recognized Scenic Byway shall be 800 feet.

[f] Distance from any wetlands shall be 100 feet.

[2] No climbing pegs or tower ladders shall be located closer than 12 feet to the ground level at the base of the structure for freestanding single poles.

[3] The facility shall be designed to prevent unauthorized external access to electrical and mechanical components and shall have access doors that are kept securely locked.

[4] All access roads shall be gated and locked.

[5] All power transmission lines from the tower to any other building or other structure shall be located underground to the maximum extent practical.

[6] No tower shall be lit except to comply with Federal Aviation Administration requirements. Minimum-security lighting for ground level facilities shall be allowed as approved on the site plan. Security lighting shall

be designed to minimize light pollution, including the use of light hoods, low-glare fixtures, and directing lights at the ground.

[7] All structures in a project shall be finished in a single, non-reflective, matte color or a camouflage scheme.

[8] Signs

[a] No advertising signs are allowed on any part of the WECS, including
fencing and support structures.

[b] No lettering, company insignia, advertising, or graphics shall be on any part of the tower, hub, or blades.

[c] Appropriate warning signs shall be posted. At least one sign shall be posted at the base of the tower warning of electrical shock or high voltage. A sign shall be posted on the entry area of the fence around each tower or group of towers and any building (or on the tower or building if there is no fence) containing emergency contact information, 911 address, including a local telephone number with 24-hour, 7-days-a-week coverage. The City may require additional signs based on safety needs.

[9] Noise level shall not exceed 50 dBA, including constructive interference at existing off-site residences, businesses, and public buildings.

(c) The following are conditions required for all Utility Solar and Wind Energy Facilities

[1] Required buffers may be counted toward planting requirements included in this Chapter.

[2] If topsoil is removed for improvements, it shall remain on the site.

[3] Noninvasive, perennial vegetative ground cover must be maintained or established in all areas containing solar arrays and in required setbacks to prevent erosion and manage run-off. A seed mix will be used to promote the growth of a ground cover that is favorable to future use of the land by animals. The height of the vegetation growth shall be maintained as to reduce the possibility of the airborne spreading of weeds and seeds transmitted to other adjacent lands.

[4] Abandonment. A Utility Solar or Wind Facility that does not produce energy for a continuous period of one year or more shall be presumed to have been abandoned. The Applicant may request a Good Cause Exemption that may not be unreasonably withheld so long as all Real Estate and Personal Property Taxes are in Good Standing. Any Utility Solar Facility that has been abandoned without attaining a Good Cause Exemption must be decommissioned and removed within 180 days. Decommissioning must consist of:

[a] Physical removal of all solar photovoltaic facilities, wind turbines, structures, equipment, security barriers and transmission lines from the site.

[b] Recycling or disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

[c] Stabilization or re-vegetation of the site as necessary to minimize erosion. The Planning Director is authorized to allow the owner or operator to leave landscaping or designated below-grade foundations in place in order to minimize erosion and disruption to vegetation.

[5] Decommissioning plan.

[a] A decommissioning plan outlining the anticipated means and costs of removing the facility must be submitted, with the application.

[b] The decommissioning plan should ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The plan must include provisions for the removal of all structures and foundations, the removal of all electrical transmission components and the restoration of soil and vegetation and/or agriculture.

[c] The owner/operator must provide a present-day decommissioning cost estimate and identify the parties responsible for decommissioning.

[6] Financial Assurance. Prior to final plan approval, the operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form and amount acceptable to the Department to secure payment of one hundred (100) percent of the anticipated cost of removal of all associated site improvements and restoration of the site to its pre-development condition. The financial assurance shall remain in full force and effect as long as the facility remains in place. The financial assurance shall be reviewed and renewed every five (5) years to ensure the amount reflects the current market.

D. Design standards and requirements. These are minimum requirements for all activities that are permitted or conditional uses. Conditional use activities are subject to much greater restrictions as may be required by the City Council.

(1) All uses shall be conducted within a completely enclosed building. There shall be no open storage of raw, in process or finished products, supplies or waste material, except that these items shall be shielded from public view by a landscaped screen, fence or wall.

(2) In a planned industrial park or any lands designated as an I-1 District, no building/structure, accessory structure or sign shall be located closer than 200 feet to any nonindustrial district boundary.

(3) All front yard areas and all areas open to public view shall be maintained in a neat and attractive condition.

(4) All loading operations shall be conducted at the side or rear of the building. In the unloading or loading process, no vehicles participating in these operations shall be allowed to extend into any public or private driveway or street or impede its traffic circulation.

(5) All odorous fumes or matter emitted into the environment from any/all fuel-burning equipment, open stacks and internal combustion engines must comply with the requirements set forth by the State of Delaware, Department of Natural Resources and Environmental Control (DNREC).

(6) Dust or particulate debris from any processing or production operations will be minimized by the use of appropriate mechanical and/or electrical devices to the extent necessary to ensure that such emissions shall not be offensive at or beyond the property line of the industry/warehouse. All such activities will comply with the requirements of the DNREC, State of Delaware.

(7) All dry waste, in dust or particulate form, will be transported in closed or covered vehicles.

(8) The proposed use shall not endanger the surrounding areas to the possibilities of fire, explosion or contamination. All uses shall comply with state regulations which govern their operations. There shall be no allowance for the storage of radioactive materials or those materials deemed to be toxic or dangerous. All liquid storage shall have an approved containment (area) barricade capable of containing any failure of storage medium.

(9) The proposed use shall not allow the emission of heat or glare beyond its property line. All lighting shall be directed so as not to cause glare to the surrounding properties. The light source shall be shielded so as not to be visible from adjoining properties or streets.

E. Area regulations.

(1) Minimum lot area shall be two acres.

(2) Maximum lot coverage shall be 75%.

(3) Minimum lot width shall be 150 feet.

(4) Maximum building height shall be 50 feet.

(5) Minimum front yard setback shall be 75 feet.

(6) Minimum side yard setback shall be 40 feet.

(7) Minimum rear yard setback shall be 45 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 10 percent of the required rear and side yard of the lot and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the rear yard/lot area.

(13) Accessory structures shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-17. - I-2 General Industrial District.

In an I-2 District no building/structure or premises shall be used and no building/structure or part thereof shall be erected or altered which is arranged, intended or designed to be used, in whole or in part, for any purpose except for one or more of the following uses and complying with the requirements herein indicated.

A. The purpose of the I-2 General Industrial District shall be to provide locations for the development of large or heavy manufacturing, warehousing, wholesale and research establishments, which may include those that may produce some objectionable conditions, and also to concentrate the more intensive industrial uses in areas that would least impact neighboring zoning districts or uses.

B. Permitted uses. Permitted uses for the I-2 District shall be as follows:

(1) All permitted uses in the I-1 District.

(2) Heavy manufacturing, assembling, converting, altering, finishing, cleaning or any other processing, handling or storage of products or materials, provided that the fuel or power supply shall be of an approved type. Also included shall be all incidental clinics, offices, cafeterias and recreational facilities for the exclusive use of in-house staff and employees. **Accessory retail storefront/gift shop is permitted for products that are manufactured on site. The area for this use must be subordinate to the manufacturing use and must meet all commercial building code requirements for the use. (NAICS Reference - 3113: Sugar and Confectionery Product Manufacturing; 3114: Fruit and Vegetable Preserving and Specialty Food Manufacturing; 3115: Dairy Product Manufacturing; 3117: Seafood Product Preparation and Packaging; 3118: Bakeries and Tortilla Manufacturing; 3119: Other Food Manufacturing; 3122: Tobacco Manufacturing; 321: Wood Product Manufacturing (except sawmills which are classified elsewhere); 327215: Glass Product Manufacturing Made of Purchased Glass; 482: Rail Transportation; 4882: Support Activities for Rail Transportation; 483: Water Transportation; 4883: Support Activities for Water Transportation).**

(3) Research, design and development laboratories.

(4) Large public utility facilities, or major uses thereof.

C. Conditional uses. All uses specified as conditional uses in the I-1 zoning district and the following uses are permitted in the I-2 District in accordance with the provisions within Article IX (conditional use portion) of this chapter:

~~(1) Airfields or airpark facilities.~~

(1~~2~~) Tractor-trailer storage and parking facilities.

(2~~3~~) Farm machinery and truck manufacture, sales, storage and repairs.

(3~~4~~) Fertilizer storage and distribution centers.

(4~~5~~) Heating, ventilating, cooling and refrigeration manufacturing.

(5~~6~~) Trash compaction: transfer station and solid waste management system, not to include hazardous waste.

(6~~7~~) Recycling or collection facilities for paper, glass, plastics and metal.

(7~~8~~) Grain storage and processing.

(8~~9~~) Meat processing, chicken processing and seafood processing.

(9~~10~~) Aluminum recycling and smelting (small scale).

(10~~11~~) Food and vegetable cleaning, canning and freezing.

D. Design standards and requirements. These are minimum requirements for all activities that are permitted or conditional uses. Conditional use activities are subject to much greater restrictions as may be required by City Council.

(1) All uses shall be conducted within a completely enclosed building. There shall be no open storage of raw, in process or finished products, supplies or waste material, except in areas approved by the Planning Commission during the site plan review hearing.

(2) In a planned industrially zoned I-2 District, no building/structure, accessory structure or sign shall be located closer than 250 feet to any existing nonindustrial district boundary.

(3) Fencing is required in any and all areas which would pose a threat to public safety and the security of the facility.

(4) All front yard areas shall be maintained in a neat and attractive condition. All side and rear yard areas shall be kept uncluttered and free from any conditions that would constitute a safety hazard for employees or anyone visiting the site.

(5) All loading operations shall be conducted at the side or rear of the building. In the unloading or loading process, no vehicles participating in these operations shall be allowed to extend into any public or private driveway or street or impede its traffic circulation.

(6) All odorous fumes or matter emitted into the environment from any/all fuel-burning equipment, open stacks or chimneys and internal combustion engines must comply with the requirements set forth by the DNREC, State of Delaware.

(7) Dust or particulate debris from any processing or production operations will be minimized by the use of appropriate mechanical and/or electrical devices to the extent necessary to ensure that such emissions shall not be offensive at or beyond the property line of the industry/warehouse. All such activities will comply with the requirements of DNREC, State of Delaware.

(8) All dry waste, in dust or particulate form, will be transported in closed or covered vehicles.

(9) The proposed use shall not endanger the surrounding facilities or communities to the possibility of fire or explosion. All uses shall comply with state regulations which control or govern their operation. There shall be no allowances for the storage of radioactive materials or those materials deemed to be toxic or dangerous.

(10) The proposed use shall not allow the emission of heat or glare beyond its property line. All lighting shall be directed so as not to cause glare to the surrounding properties. The light source shall be shielded so as not to be visible from adjoining properties.

E. Area regulations.

(1) Minimum lot area shall be 2 1/2 acres.

(2) Maximum lot coverage shall be 75%.

(3) Minimum lot width shall be 150 feet.

(4) Maximum building height shall be 50 feet.

(5) Minimum front yard setback shall be 75 feet.

(6) Minimum side yard setback shall be 50 feet.

(7) Minimum rear yard setback shall be 50 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 10 percent of the required rear and side yard of the lot and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-18. - OC-1 Office Complex District.

In an OC-1 District no building/structure or premises shall be used and no building/structure or part thereof shall be erected or altered which is arranged, intended or designed to be used, in whole or in part, for any purpose except for one or more of the following uses and complying with the requirements herein indicated.

A. The purpose of an OC-1 Office Complex District shall be to provide locations for the development of general and professional offices and office parks in areas of high accessibility and visibility. Also, this district will facilitate the expansion of the City's service industries in attractive environments.

B. Permitted uses. Permitted uses for the OC-1 District shall be as follows:

(1) Offices for banking institutions, technical centers, research/data centers, emergency service centers (i.e., police, fire and rescue), corporate offices and other general professional offices.

(2) Television and radio studios (without towers).

(3) Professional schools (nonindustrial).

(4) Health centers and clinics (medical or dental).

(5) Charitable and philanthropic organizations.

(6) Day-care centers.

(7) Indoor or outdoor recreation.

(8) Private clubs or organizations.

(9) Medical/dental laboratories.

C. Conditional uses. The following uses are permitted in the OC-1 District in accordance with the provisions within Article IX (conditional uses portion) of this chapter:

~~(1) Charitable and philanthropic organizations.~~

~~(2) Day-care centers.~~

(1~~3~~) Civic and/or conference centers.

~~(4) Indoor or outdoor recreation.~~

~~(5) Private clubs or organizations.~~

~~(6) Medical/dental laboratories.~~

(2~~7~~) Nursing homes.

D. Area regulations.

(1) Minimum lot area shall be one acre.

(2) Maximum lot coverage shall be 75%.

(3) Minimum lot width shall be 100 feet.

(4) Maximum building height shall be 70 feet.

(5) Minimum front yard setback shall be 50 feet.

(6) Minimum side yard setback shall be at least 15 feet, with a total combined aggregate dimension of 40 feet.

(7) Minimum rear yard setback shall be 25 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 10 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-19. - OB-1 Office Building District.

In an OB-1 District no building/structure or premises shall be used and no building/structure or part thereof shall be erected or altered which is arranged, intended or designed to be used, in whole or in part, for any purpose except for one or more of the following uses and complying with the requirements herein indicated.

A. The purpose of the OB-1 Office Building District shall be to provide locations for the operation of professional offices of a low-profile, low-traffic category in areas of a residential nature where existing nonresidential buildings/structures are present. In short, this district will provide such locations that will not detract from the surrounding residential atmosphere of the neighborhood but allow viable businesses to operate in existing buildings/structures.

B. Permitted uses. Permitted uses for the OB-1 District shall be as follows:

(1) Professional services and administrative activities, including but not limited to architects, engineers, brokers, insurance agents, realtors, physicians, dentists, artists and attorneys, within a single occupancy setting.

(2) Branch libraries and public information centers.

(3) Government offices serving the public.

C. Conditional uses. Conditional uses shall be as follows:

~~(1) Medical and dental offices in a multiple occupancy setting.~~

(1~~2~~) Day-care centers.

(2~~3~~) Civic or fraternal organizations.

~~(4) Government offices serving the public.~~

D. Area regulations

(1) Minimum lot area.

(a) Existing buildings/structures on site: none.

(b) New construction (conditional use): 1/2 acre.

(2) Maximum lot coverage (building/structure and paved area) shall be no greater than 50%, with the remainder being utilized for plantings and landscaping (new construction, with conditional use). Existing facilities shall not decrease any existing planted or landscaped areas on the site without obtaining a variance for said decrease from the Board of Adjustment.

(3) Minimum lot width.

(a) New construction, with conditional use: 100 feet.

(b) Existing facilities: existing dimension accepted.

(4) Maximum building/structure heights shall not exceed the requirements set forth within this chapter for the residential zoning district in which the building/structure exists.

(5) Minimum front yard setback (new construction, with conditional use): 30 feet. Existing facilities shall not be allowed to encroach further into the front yard area(s) if the setback is less than 30 feet.

(6) Minimum side yard setback (new construction, with conditional use): 15 feet. Existing facilities shall not be allowed to encroach further into the side yard area(s) if the setback is less than 15 feet.

(7) Minimum rear yard setback (new construction, with conditional use): 30 feet. Existing facilities shall not be allowed to encroach further into the rear yard area if the setback is less than 30 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures shall be located at least 5 feet from the rear lot line and at least 5 feet from the side lot line and shall not be located less than 5 feet from a principal structure.

§ 230-19.1. - BP Business Park District.

In a BP District, no building/structure or premises shall be used and no building/structure or part thereof shall be erected or altered which is arranged, intended or designed to be used, in whole or in part, for any purpose except for one or more of the following uses and complying with the requirements indicated:

A. The purpose of a Business Park District shall be to provide locations for the development of light to moderate industrial manufacturing, warehousing, wholesale and limited research establishments which, because of their type and nature, would be compatible with or adjacent to residential areas while still providing attractive landscaping, on-site recreation and a better working environment. The emphasis will be on employment rather than warehouse space. Also, the purpose is to provide guidelines and performance standards, which will control and confine any offensive features (i.e., noise, vibration, heat, smoke, glare, dust, objectionable odors, toxic wastes or unsightly storage) to the confines of the premises and within enclosed buildings or within a visually enclosed space.

B. Permitted uses. Permitted uses of the BP District shall be as follows:

(1) Manufacturing, assembling, converting, altering, finishing, cleaning, cooking, baking or any other type of manufacturing or industrial processing of any goods, materials, products, instruments, appliances and devices, provided that the fuel or power supply shall be of an approved type. Also included shall be all incidental clinics, offices and cafeterias for the exclusive use of in-house staff and employees. **Accessory retail storefront/gift shop is permitted for products that are manufactured on site. The area for this use must be incidental and subordinate to the manufacturing use and must meet all commercial building code requirements for the use. (NAICS Reference - 313: Textile Mills; 314: Textile Product Mills; 315: Apparel Manufacturing; 316: Leather and Allied Product Manufacturing (except 3161 {Hazardous}); 323: Printing and Related Support Activities; 326: Plastics and Rubber Products Manufacturing (except tires 32621{Hazardous}); 3271: Clay Product and Refractory Manufacturing; 327991: Cut Stone and Stone Product Manufacturing; 3322: Cutlery and Handtool Manufacturing; 3323: Architectural and Structural Metals Manufacturing; 3324: Boiler, Tank, and Shipping Container Manufacturing; 3325: Hardware Manufacturing; 3326: Spring and Wire Product Manufacturing; 3327: Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing; 3328: Coating, Engraving, Heat Treating, and Allied Activities; 33291: Metal Valve Manufacturing; 332991: Ball and Roller Bearing Manufacturing; 332996: Fabricated Pipe and Pipe Fitting Manufacturing; 332999: All Other Miscellaneous Fabricated Metal Product Manufacturing; 3331: Agriculture, Construction, and Mining Machinery Manufacturing; 3332: Industrial Machinery Manufacturing; 333314: Optical Instrument and Lens Manufacturing; 333316: Photographic and Photocopying Equipment Manufacturing; 3335: Metalworking Machinery Manufacturing; 3336: Engine, Turbine, and Power Transmission Equipment Manufacturing; 3339: Other General Purpose Machinery Manufacturing (except 333913 {Hazardous}); 334: Computer and Electronic Product Manufacturing; 335: Electrical Equipment, Appliance, and Component Manufacturing; 337: Furniture and Related Product Manufacturing; 339: Miscellaneous Manufacturing)**

(2) Research, design, testing and development laboratories.

(3) Printing, publishing, binding, packaging, storage, warehousing, distribution and trucking terminal operations and trucking schools.

(4) Business, professional or administrative offices.

(5) Municipal and public services and facilities, such as utility supply areas (i.e., water, sewer and electric), distribution facilities and substations.

(6) Truck or large vehicle repair facilities with associated parking area. All fuel and lubricant storage shall be installed in compliance with state and federal regulations and shall not be any closer than 500 feet from existing residence, residential district, school or building(s) used for assembly.

(7) Farm machinery manufacture, sales, storage and repairs.

(8) Heating, ventilating, cooling and refrigeration manufacturing.

(9) Building contractor yards.

(10) Veterinary clinics.

(11) Beverage blending, bottling (all types).

(12) Boat manufacture and repair (vessels less than five tons), boat sales and service.

(13) Dairy operations and dairy products, ice cream and cheese.

(14) Fruit and vegetable processing, including canning, preserving, drying and freezing.

(15) Greenhouses, commercial, wholesale or retail.

(16) Ice manufacture, including dry ice.

(17) Sign fabrication and painting shops.

(18) Wood product manufacture, including baskets, boxes, crates, barrels and veneer.

(19) Indoor or outdoor recreation.

C. Conditional uses. The following uses are permitted in the BP District in accordance with the provisions within Article IX (conditional use portion) of this chapter:

~~(1) Public, private or professional schools.~~

~~(2) Schools for vocational training.~~

~~(3) Day-care centers.~~

(14) Radio-television facilities.

~~(5) Indoor or outdoor recreation.~~

(26) Craft distillery and microbrewery establishments, provided that:

(a) All permits and approvals required by the Delaware Alcoholic Beverage Commission are obtained and remain in full force and effect.

(b) All aspects of the distilling or brewing process are completely confined within a building, including storage of all materials and finished products.

(c) Such establishment offers the public, on a regular and continuing basis, various activities ancillary to its distilling and/or brewing process, including by way of example: tours of the premises, educational classes, demonstrations, tasting rooms, and retail sales areas limited to the sale of beer, mead, cider, or spirits brewed or distilled on the premises for consumption off-premises and other retail items.

(d) On-site consumption or tasting associated with a craft distillery or microbrewery establishment shall be permitted. Any area associated with on-site consumption or tasting shall not operate as a stand-alone bar or tavern, shall be located on the premises of the craft distillery or microbrewery establishment, and shall be ancillary to the primary use. "Ancillary" for purposes of this section means subordinate, auxiliary, smaller and less intensive than the primary use. On-site consumption or tasting of alcohol shall be limited to those products brewed or distilled on the premises, except as otherwise permitted by Delaware Law.

(e) All food sales shall be limited to prepackaged snack items or those food items prepared by a food establishment licensed by the State of Delaware. If a craft distillery or microbrewery intends to operate on its premises a food establishment that is otherwise a permitted use in this district (i.e. restaurant, café, or full-service restaurant), the City may require the property owner to provide the City with a letter of no objection from the Delaware Alcoholic Beverage Control Commissioner regarding the operation of a food establishment on the premises of a craft distillery or microbrewery.

(f) Outdoor seating and gathering areas shall be permitted subject to the following requirements:

i. Permanent and temporary outdoor seating and gathering areas shall be subject to building permit application and approval requirements.

ii. Outdoor seating and gathering areas and ancillary improvements shall include physical barriers from public rights-of-way and physical and visual barriers from adjoining properties. Physical barriers along public rights-of-way shall restrict access from the public rights-of-way to the outdoor seating and gathering areas and shall not exceed four feet in height. Barriers along adjoining property lines shall create a physical and visual barrier consisting of fencing six feet in height or vegetation at least six feet in height. The regulations herein shall be in addition to any regulations imposed by the State of Delaware.

iii. Maximum occupancy and points of ingress/egress shall be clearly marked. Occupancy of outdoor seating and gathering areas shall not exceed one person per 15 square feet of the outdoor seating and gathering areas identified in the building plans or any other occupancy limit established by the Office of the State Fire Marshall.

iv. All structures and uses related to outdoor seating and gathering areas and facilities are subject to the City of Milford Building Code and the City of Milford Zoning Code.

v. The occupancy of outdoor seating and gathering areas shall be included when calculating the building requirements and minimum parking standards required by the City of Milford and State of Delaware. Outdoor seating and gathering areas shall meet all requirements of the City of Milford and the State of Delaware.

vi. Tables, chairs, umbrellas, equipment, games, and any other items provided in connection with outdoor seating and gathering areas shall be maintained in good repair and shall be secured during non-business hours in a safe and orderly manner.

vii. Any licensing required by the Delaware Alcoholic Beverage Control Commissioner for outdoor seating and gathering areas shall be obtained.

D. Design standards and requirements. These are minimum requirements for all activities that are permitted or conditional uses. Conditional use activities are subject to much greater restrictions as may be required by City Council.

(1) All uses must be conducted within a completely enclosed building. There shall be no open storage of raw, in process or finished products, supplies or waste material, except that these items shall be shielded from public view by a landscaped screen that may include a fence or wall.

(2) All front yard areas and all areas open to public view shall be maintained in a neat and attractive condition.

(3) All loading and unloading operations shall be conducted at the side or rear of the building. In the loading and unloading process, no vehicles participating in these operations shall be allowed to extend into any public or private driveway or street or impede its traffic circulation.

(4) All odorous fumes or matter emitted into the environment from any/all fuel-burning equipment, open stacks and internal combustion engines must comply with the requirements set forth by the State of Delaware, Department of Natural Resources and Environmental Control (DNREC).

(5) Dust or particle debris from any processing or production operations will be minimized by the use of appropriate mechanical and/or electrical devices to the extent necessary to ensure that such emissions shall not be offensive at or beyond the property line of the industry/warehouse. All such activities will comply with the requirements set forth by the State of Delaware, Department of Natural Resources and Environmental Control (DNREC).

(6) The proposed use shall not endanger the surrounding areas to the possibilities of fire, explosion or contamination. All uses shall comply with state regulations which govern their operations. There shall be no allowance for the storage of radioactive materials or those materials deemed to be toxic or dangerous. All liquid storage shall have an approved containment (area) barricade capable of containing any failure of storage medium.

(7) The proposed use shall not allow the emission of heat or glare beyond its property line. All lighting shall be directed so as not to cause glare to the surrounding properties. The light source shall be shielded so as not to be visible from adjoining properties or streets.

(8) Walls.

(a) Exterior front and side walls are subject to site plan approval and must be finished on the exterior with the following:

[1] Architectural masonry units, excluding concrete block and cinder block.

[2] Natural stone.

[3] Precast concrete.

[4] Steel.

[5] Aluminum.

[6] Glass materials or their equivalent.

(b) Rear walls may be masonry block if the masonry block wall is appropriately painted. Finished building materials shall be applied to all sides of a building which are visible to the general public as well as from adjacent residential property and streets. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. The Planning Commission shall have the sole right to approve or disapprove materials and colors.

(9) No pipe, conduit, cable or line for water, gas, sewerage, steam, electricity or any other energy or service shall be installed or maintained upon a parcel outside of the building above the surface of the ground. All auxiliary machinery, equipment or facilities used on any parcel outside of any building in connection with such energies or services shall be located upon the parcel in such manner and upon such conditions as may be specifically approved by the Planning Commission and/or City Council during site plan or conditional use review.

E. Area regulations.

(1) Minimum area for a business park will be 40 acres.

(2) Minimum lot area shall be one acre (43,560 square feet).

(3) Maximum impervious lot coverage shall be 75%.

(4) Minimum lot width shall be 150 feet.

(5) Maximum building height shall be 50 feet.

(6) Minimum front yard setback shall be 30 feet.

(7) Minimum side yard setback shall be 15 feet. The setback shall be computed from the berm line, not the property line.

(8) Minimum rear yard shall be 25 feet. The setback shall be computed form the berm line, not the property line.

(9) Parking shall comply with the requirements provided in Article IV of this chapter.

(10) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(11) Signs shall comply with the requirements provided in Article VI of this chapter.

(12) Accessory structures in aggregate shall occupy no more than 10 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(13) Accessory structures shall be located in the side and rear lot areas.

(14) Accessory structures shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-19.2. - IS Institutional Service District.

A. Purpose. The purpose of the Institutional Service District is to further the public health, safety and welfare by providing a location for schools, governmental buildings and uses, health-care-related uses, a hospital, and all other health-care facilities with appropriate access to public streets, utilities and municipal services, adequate parking areas, and circulation of traffic. This district is created to serve residents of the City of Milford as well as surrounding areas by allowing the existing educational, governmental, hospital and health-care facilities and corresponding supporting uses and

structures to expand, in order to meet the growing demand and needs of the community for these above-mentioned uses. This district has been created to establish reasonable standards for such educational, governmental, health-care facilities and services, as well as uses permitted in the R-8 Zoning District.

B. Permitted uses.

(1) Hospital and all other health-care facilities, including any and all support services related thereto.

(2) Outpatient health-care centers and health-care facilities.

(3) Professional and medical offices involving the diagnosis, treatment and care of humans, including any and all support services related thereto.

(4) Medical laboratories utilized for the diagnosis, treatment, and care of humans.

(5) Pharmacies.

(6) Heliports.

(7) Private education institutions and training centers.

(8) Nursing facilities, convalescent homes, and a continued-care retirement communities.

(9) Child or adult day-care facilities (including both day-care homes and day-care centers) to accommodate patients, patient families, health-care employers and their employees, and the public.

(10) Publicly and privately owned utilities, including supporting structures and uses, including but not limited to water, sewer, electric, communications, fiber optics, natural gas, data and computer processing, and similar uses and structures which reflect and incorporate technological advancements.

(11) Cafeteria facilities snack and gift shops, banking facilities, restaurants and retail or personal service shops primarily for the use of health-care employees, patients and visitors.

(12) Health-care uses and health-care facilities which reflect and incorporate technological advancements in the health-care industry.

(13) Ambulance and emergency rescue services.

(14) Maintenance and laundry facilities.

(15) Libraries

(16) Places of worship.

(17) Parking areas, including parking facilities.

(18) Publicly owned and/or health-related recreation facilities.

(19) Rehabilitation facilities.

(20) Government offices, municipal and public services and facilities, including city hall, water storage towers, water reservoirs, pumping stations, water treatment plants, sewerage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, police and fire stations and substations for electric, gas, and telephone facilities.

(21) Auditoriums.

(22) Modular office units.

(23) Overnight accommodations for patient families and individuals that are receiving treatment at the hospital facility.

(24) Public and private elementary, junior or senior high schools and colleges.

C. Conditional uses subject to special regulations. The following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions in Article IX of this chapter:

(1) All residential uses permitted in the R-8 Zoning District subject to its area regulations.

(2) Any residential housing owned, maintained and operated by a health-care organization for the primary benefit of its patients, patient families, students and/or residents and/or health-care employers and their employees.

(3) Places of worship.

(4) Emergency shelter facility.

(a) The lot on which an emergency shelter facility is located shall not be within 500 feet of a lot on which another emergency shelter facility or group home is located.

(b) All state licenses and permits for such a facility have been obtained.

(5) Community energy generating facility.

(a) The footprint of the solar array, as defined as the by the outer limit of the panels and exclusive of buffers shall be no larger than fifty (50) acres in size.

(b) No more than one Community Solar Energy Facility (SEF) shall be permitted on a parcel. All separate parcels in existence on June 1, 2023, shall be considered original parcels. Future subdivision of an original parcel shall not enable the development of additional Community Solar Energy Facilities.

(c) Facility location and siting shall be in accordance with the requirements of Title 26 Public Utilities of the Delaware Administrative Code, 3001 (Rules for Certification and Regulation of Electric Suppliers) as amended.

(d) Setbacks for the Facility shall be:

[1] Front setback shall be 75 feet.

[2] Side setback shall be 50 feet.

[3] Rear setback shall be 50 feet.

[4] Distance from any off-site dwelling unit shall be 100 feet.

[5] Distance from any State recognized Scenic Byway shall be 150 feet.

[6] Distance from any wetlands shall be 100 feet.

(e) The site area shall be planted to achieve a minimum six (6) foot high four-season visual barrier in accordance with the following guidelines:

[1] Include a variety of native evergreen trees. Existing native vegetation may be used to achieve the required planted buffer.

[2] A minimum of two (2) rows shall be installed and trees shall be planted in staggered rows. Plantings shall be placed at maximum 20 feet apart within

**the
same row and 10 feet apart from the adjacent, staggered row.
[3] Include groundcover to minimize growth of invasive species or provide a
mowing schedule until the area is fully established in a natural condition.
[4] The buffer shall be maintained to prevent disease from spreading and any trees
that don't survive shall be replaced.
[5] A raised berm with a 1:4 side slope and flat top may be used to achieve minimum
height at planting.**

(f) The required buffer may be counted toward planting requirements included in this Chapter.

(g) If topsoil is removed for improvements, it shall remain on the site.

(h) Noninvasive, perennial vegetative ground cover must be maintained or established in all areas containing solar arrays and in required setbacks to prevent erosion and manage run-off. A seed mix will be used to promote the growth of a ground cover that is favorable to future use of the land by animals. The height of the vegetation growth shall be maintained as to reduce the possibility of the airborne spreading of weeds and seeds transmitted to other adjacent lands.

(i) A soils study establishing the presence of any contaminants shall be completed prior to construction and every five (5) years thereafter. Surface Soil samples shall be collected from the first six inches of soil. One composite sample shall be collected every 5 acres of SEF footprint. The composite sample should be a maximum of 10 aliquots collected from evenly spaced locations throughout the 5-acre footprint. A baseline sample shall be collected prior to the start of the SEF construction. The composite sample should be analyzed for the primary component of the installed solar panel via the prevailing EPA method for Inorganic Compounds. A letter report of findings shall be submitted within 45 days from receipt of the laboratory results to the City and shall include a summary table showing current and past results and the original certified laboratory results. A sketch showing the sample locations should be provided with the letter report. The full report shall be kept on file by the applicant and available for review by the City. If contaminate levels appear to exceed the baseline, the City will forward the report to DNREC to determine appropriate mitigation measures. If the 5 year and 10 year tests do not show material increase in the metal constituents tested, then testing interval may be extended to every 10 years.

(j) Signage, not to exceed six (6) square feet, identifying the operator, its contact numbers, 911 address and emergency contact information shall be posted at each entrance or exit of the property.

(k) Abandonment. A Community Energy Generating Facility that does not produce energy for a continuous period of one year or more shall be presumed to have been abandoned. The Applicant may request a Good Cause Exemption that may not be unreasonably withheld so long as all Real Estate and Personal Property Taxes are in Good Standing. Any Facility that has been abandoned without attaining a Good Cause Exemption must be decommissioned and removed within 180 days. Decommissioning must consist of:

[1] Physical removal of all solar photovoltaic facilities, structures, equipment, security barriers and transmission lines from the site.

[2] Recycling or disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

[3] Stabilization or re- vegetation of the site as necessary to minimize erosion. The
Planning Director is authorized to allow the owner or operator to leave landscaping or designated below-grade foundations in place in order to minimize erosion and disruption to vegetation and/or agriculture.

(l) Decommissioning plan.

[1] A decommissioning plan outlining the anticipated means and costs of removing the solar facility must be submitted, with the application.

[2] The decommissioning plan should ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The plan must include provisions for the removal of all structures and foundations, the removal of all electrical transmission components and the restoration of soil and vegetation.

[3] The owner/operator must provide a present-day decommissioning cost estimate and identify the parties responsible for decommissioning.

(m) Financial Assurance. The operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form and amount acceptable to the Department to secure payment of one hundred (100) percent of the anticipated cost of removal of all associated site improvements and restoration of the site to its pre-development condition. The financial assurance shall remain in full force and effect as long as the solar Facility remains in place. The financial assurance shall be reviewed and renewed every five (5) years to ensure the amount reflects the current market.

(6) Energy system utility scale solar & wind.

(a) The following are conditions specific to Solar Facilities:

[1] Setbacks for a Solar facility shall be:

[a] Front setback shall be 100 feet.

[b] Side setback shall be 75 feet.

[c] Rear setback shall be 75 feet.

[d] Distance from any off-site dwelling unit shall be 100 feet.

[e] Distance from any State recognized Scenic Byway shall be 150 feet.

[f] Distance from any wetlands shall be 100 feet.

[2] The required setback shall be planted to achieve a minimum six (6) foot high four-season visual barrier in accordance with the following guidelines:

[a] Include a variety of native evergreen trees. Existing native vegetation may be used to achieve the required planted buffer.

[b] A minimum of two (2) rows shall be installed and trees shall be planted in staggered rows. Plantings shall be placed at maximum 20 feet apart within the same row and 10 feet apart from the adjacent, staggered row.

[c] Include groundcover to minimize growth of invasive species or provide a mowing schedule until the area is fully established in a natural condition.

[d] The buffer shall be maintained to prevent disease from spreading and any trees that don't survive shall be replaced.

[e] A raised berm with a 1:4 side slope and flat top may be used to achieve minimum height at planting.

[3] A soils study establishing the presence of any contaminants shall be completed prior to construction and every five (5) years thereafter. Surface Soil samples shall be collected from the first six inches of soil. One composite sample shall be collected every 5 acres of SEF footprint. The composite sample should be a maximum of 10 aliquots collected from evenly spaced locations throughout the 5-acre footprint. A baseline sample shall be collected prior to the start of the SEF construction. The composite sample should be analyzed for the primary component of the installed solar panel via the prevailing EPA method for Inorganic Compounds. A letter report of findings shall be submitted within 45 days from receipt of the laboratory results to the City and shall include a summary table showing current and past results and the original certified laboratory results. A sketch showing the sample locations should be provided with the letter report. The full report shall be kept on file by the applicant and available for review by the City. If contaminate levels appear to exceed the baseline, the City will forward the report to DNREC to determine appropriate mitigation measures. If the 5 year and 10 year tests do not show material increase in the metal constituents tested, then testing interval may be extended to every 10 years.

[4] Signage, not to exceed six (6) square feet, identifying the operator, its contact numbers, 911 address and emergency contact information shall be posted at each entrance or exit of the property.

(b) The following are conditions specific to Wind Facilities:

[1] Setbacks for a Wind Facility shall be:

[a] Front setback shall be 800 feet.

[b] Side setback shall be 800 feet.

[c] Rear setback shall be 800 feet.

[d] Distance from any off-site dwelling unit shall be 1,000 feet.

[e] Distance from any State recognized Scenic Byway shall be 800 feet.

[f] Distance from any wetlands shall be 100 feet.

[2] No climbing pegs or tower ladders shall be located closer than 12 feet to the ground level at the base of the structure for freestanding single poles.

[3] The facility shall be designed to prevent unauthorized external access to electrical and mechanical components and shall have access doors that are kept securely locked.

[4] All access roads shall be gated and locked.

[5] All power transmission lines from the tower to any other building or other structure shall be located underground to the maximum extent practical.

[6] No tower shall be lit except to comply with Federal Aviation Administration requirements. Minimum-security lighting for ground level facilities shall be allowed as approved on the site plan. Security lighting shall be designed to minimize light pollution, including the use of light hoods, low-glare fixtures, and directing lights at the ground.

[7] All structures in a project shall be finished in a single, non-reflective, matte color or a camouflage scheme.

[8] Signs

[a] No advertising signs are allowed on any part of the WECS, including
fencing and support structures.

[b] No lettering, company insignia, advertising, or graphics shall be on any part of the tower, hub, or blades.

[c] Appropriate warning signs shall be posted. At least one sign shall be posted at the base of the tower warning of electrical shock or high voltage. A sign shall be posted on the entry area of the fence around each tower or group of towers and any building (or on the tower or building if there is no fence) containing emergency contact information, 911 address, including a local telephone number with 24-hour, 7-days-a-week coverage. The City may require additional signs based on safety needs.

[9] Noise level shall not exceed 50 dBA, including constructive interference at existing off-site residences, businesses, and public buildings.

(c) The following are conditions required for all Utility Solar and Wind Energy Facilities

[1] Required buffers may be counted toward planting requirements included in this Chapter.

[2] If topsoil is removed for improvements, it shall remain on the site.

[3] Noninvasive, perennial vegetative ground cover must be maintained or established in all areas containing solar arrays and in required setbacks to prevent erosion and manage run-off. A seed mix will be used to promote the growth of a ground cover that is favorable to future use of the land by animals. The height of the vegetation growth shall be maintained as to reduce the possibility of the airborne spreading of weeds and seeds transmitted to other adjacent lands.

[4] Abandonment. A Utility Solar or Wind Facility that does not produce energy for a continuous period of one year or more shall be

presumed to have been abandoned. The Applicant may request a Good Cause Exemption that may not be unreasonably withheld so long as all Real Estate and Personal Property Taxes are in Good Standing. Any Utility Solar Facility that has been abandoned without attaining a Good Cause Exemption must be decommissioned and removed within 180 days. Decommissioning must consist of:

[a] Physical removal of all solar photovoltaic facilities, wind turbines, structures, equipment, security barriers and transmission lines from the site.

[b] Recycling or disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

[c] Stabilization or re-vegetation of the site as necessary to minimize erosion. The Planning Director is authorized to allow the owner or operator to leave landscaping or designated below-grade foundations in place in order to minimize erosion and disruption to vegetation.

[5] Decommissioning plan.

[a] A decommissioning plan outlining the anticipated means and costs of removing the facility must be submitted, with the application.

[b] The decommissioning plan should ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The plan must include provisions for the removal of all structures and foundations, the removal of all electrical transmission components and the restoration of soil and vegetation and/or agriculture.

[c] The owner/operator must provide a present-day decommissioning cost estimate and identify the parties responsible for decommissioning.

[6] Financial Assurance. Prior to final plan approval, the operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form and amount acceptable to the Department to secure payment of one hundred (100) percent of the anticipated cost of removal of all associated site improvements and restoration of the site to its pre-development condition. The financial assurance shall remain in full force and effect as long as the facility remains in place. The financial assurance shall be reviewed and renewed every five (5) years to ensure the amount reflects the current market.

D. Area regulations.

(1) The minimum area to request an Institutional Service District shall be 20 acres.

(2) Maximum lot coverage shall be 75%.

(3) Minimum lot width shall be 150 feet.

(4) Height of buildings, including any hospital structure existing as of the date of enactment of this section, shall not be greater than 140 feet, excluding smokestacks and/or other rooftop

ancillary services (such as heating and air conditioning equipment, staircases, fire escapes or walkways, elevator shafts, enclosed mechanical rooms and similar appurtenances).

(5) Minimum front yard setback shall be 50 feet.

(6) Side yards shall be a minimum of 50 feet.

(7) Minimum rear yard setback shall be 50 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 10 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-19.3. - IM Institutional Medical District.

A. Purpose. The Institutional Medical District is intended to achieve the following:

(1) To encourage a harmonious pattern of institutional development which can mutually benefit the City of Milford and the institutions themselves.

(2) To encourage the development of institutional medical uses in accordance with approved standards and to promote the planning for the location of future health institutional uses serving a regional population.

B. Permitted uses.

(1) Outpatient health-care clinics.

(2) Professional offices, medical offices, and medical laboratories involving the diagnosis, treatment and care of humans, including any and all support services related thereto.

(3) Private education institutions and training centers related to health care (but not including other trade schools).

(4) Nursing facilities and/or convalescent homes.

(5) Child or adult day-care facilities (including both day-care homes and day-care centers) to accommodate patients, patient families, health-care employers and their employees, and the public.

(6) Data and computer processing, and similar uses and structures which reflect and incorporate technological advancements.

(7) Parking areas, including parking facilities.

(8) Rehabilitation facilities and fitness centers related to health-care fitness and wellness.

(9) Government offices, municipal and public services and facilities, including city hall, water storage towers, water reservoirs, pumping stations, water treatment plants, sewerage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, police and fire stations and substations for electric, gas and telephone facilities.

(10) Public and private elementary, junior or senior high schools and colleges.

(11) Cafeteria facilities, snack and gift shops, banking facilities, restaurants, retail, personal service shops, and laundry facilities primarily for the use of health-care employees, patients and visitors.

(12) Pharmacies.

(13) Hospitals and all other health-care facilities, including any and all support services related thereto.

C. Conditional uses subject to special regulations. The following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions in Article IX of this chapter:

(1) All residential uses permitted in the R-8 Zoning District subject to its area regulations.

(2) Any residential housing owned, maintained and operated by a health-care organization for the primary benefit of its patients, patient families, and/or health-care employers and their employees as well as overnight accommodations for patient families and individuals that are receiving treatment from a hospital or other health-care facility.

(3) Emergency shelter facility.

(4) Places of worship.

D. Area regulations.

(1) The minimum area to request an Institutional **Medical**~~Service~~ District shall be 20 acres.

(2) Maximum lot coverage shall be 75%.

(3) Minimum lot width shall be 150 feet.

(4) Height of buildings shall not be greater than 50 feet measured from ground level at the building's main entrance, excluding rooftop ancillary services (such as heating and air conditioning equipment, staircases or walkways, elevator shafts, and similar appurtenances).

(5) Minimum front yard setback shall be 30 feet

(6) Side yards shall be a minimum of 20 feet with an aggregate of 50 feet.

(7) Minimum rear yard setback shall be 50 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 10 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-19.4. - R-8 Garden Apartment and Townhouse District.

In an R-8 District, no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The purpose of the R-8 District is to provide for the orderly development of existing and proposed medium- to high-density residential areas where adequate public facilities exist. The district will permit development of garden-type apartments as well as townhouses that will yield high densities in selected areas, multifamily dwellings and a variety of housing types.

B. Permitted uses. Permitted uses for the R-8 District shall be as follows:

(1) All uses permitted in an R-2 District

(2) Single-family semidetached dwellings.

(3) Two-family dwellings.

(4) Townhouses.

(5) Garden Apartments.

C. Conditional uses subject to special regulations. The following uses and any conditional use allowed in R-1 District may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions of Article IX of this chapter and are subject to the area regulations for the R-1 zoning district unless otherwise noted below:

(1) Rooming or boarding houses.

(2) Business or professional offices (nonresident); minimum lot size one acre.

(3) Nursing homes; minimum lot size one acre.

(4) M**anufactured** ~~obile~~ home parks.

(5) Tiny home village. ~~, subject to conformance with the following requirements and subject to site plan review:~~

~~(a) The total area to be developed as a mobile home park shall be at least 20 acres.~~

~~(b) The maximum density shall not exceed eight units per acre.~~

~~(c) Mobile home parks with more than 25 units shall provide at least 5,000 square feet or 400 square feet per lot of open space. At least 10% of the open space shall be developed as a recreational area.~~

~~(d) Landscape screening shall be required along all property lines. The screening shall be accomplished with an evergreen hedge, shrubs or trees. The screen shall be located not less than five feet from the property line.~~

~~(e) Common sidewalks four feet in width shall be required where pedestrian traffic is located. Individual sidewalks 2 1/2 feet wide shall connect each mobile home unit to the common walk.~~

~~(f) Off-street parking shall be provided on the basis of two spaces per lot. All parking areas shall be located not more than 400 feet from the mobile home unit. There shall be no on-street parking.~~

~~(g) Signs shall comply with the requirements provided in Article VI of this chapter.~~

~~(h) Streets shall be required from abutting public streets to individual lots. The streets shall be designed to minimize congestion and traffic hazards and must be built to~~

~~the street and storm drainage specifications of Chapter 200, Subdivision of Land, of this Code. No more than two streets shall intersect at one point.~~

~~(i) Minimum requirements for mobile home lots.~~

~~[1] Lot area shall be 5,000 square feet per mobile home.~~

~~[2] Width shall be 40 feet.~~

~~[3] Public street setback shall be 50 feet.~~

~~[4] Mobile home park setback shall be 35 feet.~~

~~[5] Mobile home street or parking area setback shall be 30 feet.~~

~~[6] Distance from other mobile homes and buildings shall be 25 feet.~~

~~[7] One patio shall be required per unit, 10 feet by 40 feet paved.~~

~~[8] Landscaping shall be one tree per lot.~~

~~[9] Mobile homes must meet the requirements of the Federal Manufactured Housing Construction and Safety Standard Act of 1974.~~

~~[10] The entire lot occupied by a mobile home park shall be maintained in single ownership throughout the entire life of the mobile home park.~~

D. Area regulations.

(1) Single-family and two-family dwellings shall be subject to the following area regulations:

(a) Minimum lot area shall be 7,500 square feet.

(b) Maximum building coverage shall be 40%.

(c) Minimum lot width shall be 60 feet.

(d) Minimum front yard setback line shall be 30 feet.

(e) Side yards shall be provided as follows: Each lot shall have at least two side yards eight feet in width.

(f) Minimum rear yard setback shall be 15 feet. For corner lots, the rear yard setback may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(2) Single-family semi-detached.

(a) Minimum interior lot area shall be 4,000 square feet and minimum corner lot area shall be 6,500 square feet.

(b) Maximum lot coverage shall be 40%.

(c) Minimum lot width shall be 40 feet.

(d) Minimum front yard setback line shall be 30 feet.

(e) Side yards shall be provided as follows: each lot shall have at least one side yard setback per lot eight feet in width.

(f) Minimum rear yard setback shall be 15 feet. For corner lots, the rear yard setback may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(3) Townhouse.

(a) Minimum townhouse project size shall be one acre.

(b) Minimum lot area shall be 2,000 square feet.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 20 feet.

(e) Minimum front yard setback line shall be 30 feet.

(f) Minimum rear setback shall be 30 feet.

(g) Minimum side yard setback shall be 10 feet, aggregate of 30 feet.

(h) The number of dwelling units per group shall not exceed eight nor be fewer than three.

(i) The number of dwelling units per acre shall not exceed 8.

(j) There shall be within any contiguous group of townhouses at least three different architectural plans having substantially different designs and building materials. In addition, no more than three continuous townhouses shall have the same front setback, and the variations in front setback shall be at least four feet.

(4) Garden or low-rise apartments.

(a) Minimum apartment project size shall be one acre, with a minimum of 2,500 square feet of lot area for each dwelling unit.

(b) Maximum lot coverage shall be 80%.

(c) Minimum lot width shall be 50 feet.

(d) Minimum front yard setback shall be 30 feet.

(e) Minimum rear yard setback shall be 30 feet.

(f) Minimum side yard setback shall be 20 feet.

(g) The maximum number of dwelling units per building shall be 24.

(h) The number of dwelling units per acre shall not exceed 8.

(i) Distance between buildings or group of buildings shall be as follows: each building or group of buildings shall be at least 25 feet from any other building or groups of buildings.

(5) Manufactured Home Parks

(a) The total area to be developed as a mobile home park shall be at least one acre.

(b) The number of dwelling units per acre shall not exceed 8.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 40 feet.

(e) Minimum lot area shall be 4,000 square feet.

(f) Minimum front yard setback shall be 25 feet.

(g) Minimum rear yard setback shall be 15 feet.

(h) Minimum side yard setback shall be 8 feet.

(i) Mobile homes must meet the requirements of the Federal Manufacturer Housing Construction and Safety Standard Act of 1974.

(6) Tiny Home Village

(a) The total area to be developed as a tiny home village shall be at least one acre.

(b) The number of dwelling units per acre shall not exceed 8.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 40 feet.

(e) Minimum lot area shall be 4,000 square feet.

(f) Minimum front yard setback shall be 25 feet.

(g) Minimum rear yard setback shall be 15 feet.

(h) Minimum side yard setback shall be 8 feet.

(i) Tiny homes must meet the requirements of the adopted building code of the City of Milford.

(7~~5~~) Height of buildings shall not exceed 35 feet. Accessory buildings shall not exceed 15 feet in height.

(8~~6~~) Parking shall comply with the requirements provided in Article IV of this chapter.

(9~~7~~) Signs shall comply with the requirements provided in Article VI of this chapter.

(10~~8~~) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(11~~9~~) Open space and recreational amenities shall comply with the requirements of Chapter 230-19.7.

(12~~10~~) Accessory structures for non-residential uses in aggregate shall occupy no more than 10 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(13~~11~~) Accessory structures for non-residential uses shall be located in the side and rear lot areas.

(14~~12~~) Accessory structures for non-residential uses shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

§ 230-19-8. – Tree Planting and Preservation.

A. Purpose. The purpose of this section is to establish standards and requirements for the protection and planting of trees and woodlands because it is recognized that woodlands and trees are not only desirable, but are essential to the health, safety, and welfare of the population in that they provide oxygen, reduce carbon dioxide, stabilize soil, cleanse the air by transpiring clean water into the atmosphere, cleanse water passing into the ground through the root system, provide protection for wildlife and their habitats, provide shade, reduce noise and glare, increase property values, and provide an important physical, aesthetic, and psychological balance to the built environment.

B. Definitions.

CALIPER DIMENSION — The term "caliper dimension" means an outside diameter measurement of the trunk of a tree measured at a vertical distance of three feet above grade.

CLEARING — The removal of trees from an area of 5,000 square feet or greater, whether by cutting or other means. The term "clearing" shall not include the removal of trees for landscaping purposes by individual lot owners.

DESIGN PROFESSIONAL — The term "design professional" shall be any person licensed as a landscape architect or architect, or Delaware certified nursery professional.

DEVELOPMENT AREA — The area containing all new site features (buildings, parking and drive areas, pedestrian walks, stormwater management areas, buffer areas etc. but not underground utilities) proposed by a plan. The development area shall be delineated using property lines and lines run straight across the property from one property line to another without bending or curving.

DRIPLINE — A line on the ground established by a vertical plane extending from a tree's outermost branch tips to the ground, i.e., the line enclosing the area directly beneath the tree's crown, from which rainfall would drip.

TREE — Any self-supporting, woody perennial plant, usually having a main stem or trunk and many branches and at maturity normally attaining a trunk diameter greater than three inches at any point and height of over ten feet.

TREE PROTECTION AREA — Any portion of a site wherein are located existing trees which are proposed to be retained in order to comply with the requirements of this section. The tree protection area shall include no less than the total area beneath the tree canopy as defined by the dripline of the tree or group of trees collectively.

WOODLAND — An area of contiguous wooded vegetation (7,500 square feet or greater), where trees exist at a density of at least one tree with a caliper dimension of six inches or greater per 375 square feet of land and where the tree branches form a contiguous canopy.

C. Applicability. The terms and provisions of this section shall apply to any activity on real property which requires conditional use, site plan or subdivision approval of the Planning Commission or City Council as set forth in Chapter 200 and Chapter 230, except the provisions in [sub]section 19.8(D) which shall apply to all real property.

D. Tree preservation.

(1) Trees required by the City to be replaced. Trees required by the City as a part of a conditional use, subdivision, or site plan approval shall not be removed unless they are diseased or infested, or present a danger to life and property. In cases where such trees are removed, they must be replaced with a tree planting in accordance with the table of trees standards kept in the Planning Department.

(2) Trees of special value. Trees having a historic value, as determined by the state historic preservation officer, or that are of an outstanding nature due to type or species, age, or other professional criteria, may be required by the City to be preserved. Such trees may be prohibited from being removed by the Planning Director until such time that the City has granted approval to remove such trees.

(3) Tree preservation in wetlands. No portions of wetland areas shall be developed or cleared of vegetation unless granted permission under state and/or federal permit; and they shall remain as essentially undisturbed areas protected under the provisions set forth in Chapter 230.

(4) Clearing prohibited without approval. Clearing, as defined by this section, for any purpose whatsoever, except the establishment of trails and pathways (not greater than eight feet in

width) and open yard areas, shall be prohibited unless approved by the City through the site plan, conditional use, or subdivision review process.

E. Woodland preservation.

(1) Tree preservation and selective clearing plan required. All site development proposals which involve the development of woodland areas and require City approval shall include a tree preservation and selective clearing plan as part of the preliminary submission plan. The tree preservation and selective clearing plan shall be prepared in accordance with the provisions of subsection 19.8(E), subsection 19.8(G) and subsection 19.8(H) of this section.

(2) Limited clearing for site development allowed. Generally, site development plans for the construction of a new building within existing woodland areas shall limit clearing of the land to those areas necessary to provide for the placement of the building or group of buildings, adequate access onto the property and to the proposed building or group of buildings, utility placement, off-street parking and yard areas to allow for daylight infiltration and building maintenance. When woodland areas are proposed to be cleared to allow for new construction, clearing within the area of the proposed construction shall be limited to an area of 30 feet from proposed building foundation, and 15 feet from off-street parking lots, and utility placement.

(3) Maximum clearing requirement. Specifically, no more than 50 percent of a lot, parcel or tract of land occupied by woodland vegetation may be cleared for any purpose.

F. Tree preservation and planting in nonwoodlands.

(1) Tree preservation and planting plan required. All developments requiring approval of the City shall be required to submit, with its application and plans, a tree preservation and planting plan as set forth in subsection 19.8(H), and shall conform with the following provisions.

(2) Tree density. For each property required to submit a tree preservation and planting plan, a development area as defined in this section shall be delineated within the nonwoodland area of the property. Within this development area, existing trees may be retained and new trees shall be planted such that the development area shall attain or exceed a tree density of one tree per **10,000 square feet of lot area for residential land development and one tree per 5,000 square feet of nonresidential land development** ~~3,000 square feet or fraction thereof~~.

(3) Minimum standards for new trees. For new trees to be counted toward the required tree density, they must be of a species and size as set forth in the table of trees approved by the City and kept on file in the office of the Planning Director, or be of an alternate species found acceptable by the City.

(4) Minimum standards for existing trees. For existing trees to be counted toward the required tree density, the tree shall have a minimum caliper dimension of two inches. No trees over eight inches in caliper dimension shall be removed unless within an area of 30 feet from the proposed building foundation, off-street parking lot, and utility placement.

G. Tree protection and planting requirements.

(1) Application. The following guidelines and standards shall apply to activities regulated under Chapter 200 or Chapter 230:

(2) Protection required. To protect the required trees or woodland and their critical root zone, a tree protection area delineated by the dripline of a tree or group of trees to be retained, shall be established. The protection area shall not be disturbed by site utility and grading work, by construction activities such as parking, material storage, concrete washout, sedimentation intrusion or erosion, or other activity. Damage to trees or woodlands and their critical root

zones shall require tree plans to be revised to compensate for the loss as determined by the City Arborist or a qualified professional/consultant.

(3) Protection measures. Tree protection areas shall be protected by fencing, staking, or continuous ribbon and, where necessary, silt screens which shall be situated to coincide with the dripline of the tree or group of trees to be preserved. Protection measures shall be erected prior to construction, and must remain until final landscaping is installed.

(4) Planting requirements. New trees proposed to be planted for credit toward the density requirement shall have spacing that is compatible with the spatial site limitations and with responsible consideration toward species size when mature. Species selected for planting must be ecologically compatible with the specifically intended growing site. Trees selected for planting shall be free from injury, pest, disease, and disorders.

H. Tree preservation, planting and selective clearing plans.

(1) Plan specifications. A tree preservation and planting plan or a preservation and selective clearing plan, prepared by or in conjunction with a design professional, shall be shown on a copy of a preliminary major subdivision plat, or site plan, as appropriate to the proposed development, drawn to the same scale and covering the same area as the other plan documents prepared for the Planning Commission or City Council meeting. The plan may be combined with a required buffer and landscape plan for the project, at the option of the developer. The plan shall provide sufficient information and detail to clearly demonstrate that all applicable requirements and standards of this section will be fully satisfied.

I. Tree mitigation.

(1) City Council or Planning Commission waiver. The City Council or Planning Commission may waive the provisions of subsections 19.8(E)(2), 19.8(E)(3), and 19.8(F)(2), and require replacement planting for mitigation purposes should the City Council or Planning Commission determine, after demonstration by the applicant, that due to physical limitations of the land which would otherwise prohibit the reasonable use of the land, or for purposes of preserving, protecting and promoting the interest of public health, safety, welfare and/or public convenience. All tree mitigation plantings must occur within the corporate limits of the City of Milford. Tree mitigation may occur off-site in accordance with the provisions listed below in this ordinance:

(a) If a waiver is sought from the provisions of subsection 19.8(F)(2), new tree plantings are required at a rate of 1:1. All new tree plantings shall meet the minimum size at planting requirements of the City of Milford table of trees.

(b) If a waiver is sought from the provisions of subsection 19.8(E)(2) and/or subsection 19.8(E)(3), then mitigation must be in the form of newly created woodland areas. New woodlands shall be created at a rate of 1.25 times the amount of woodlands to be removed. A woodland mitigation plan shall be prepared by a licensed forester, landscape architect, or certified nursery professional, for the consideration of the City Council or Planning Commission.

(c) All tree mitigation must occur on-site unless an off-site location is specifically approved by the City Council or Planning Commission. When considering off-site locations for tree mitigation, the City Council or Planning Commission shall consider:

[1] A physical hardship related to the land which would otherwise prohibit compliance on the subject site.

[2] Whether the mitigation plan proposed by the applicant is superior in terms of environmental benefits, tree quality, or aesthetic qualities compared to strict compliance with the ordinance on-site.

(2) Tree mitigation required for unauthorized clearing. In the event that trees or woodland areas to be preserved under this ordinance or as a condition of a site plan, subdivision, or conditional use approval are illegally removed, tree mitigation shall be required. All tree mitigation plantings must be placed on the same lot, parcel, or tract on which the illegal clearing occurred. All replacement trees must be of the same or a similar variety as the trees illegally removed.

(a) If trees have been removed from non-woodland areas, new tree plantings shall be provided in accordance with the table below:

Caliper Dimension of Trees Removed	Number of Trees Required	Caliper dimension at Planting
25″ or larger	5 trees	3″
17″ to 24″	3 trees	3″
9″ to 16″	3 trees	3″
8″ or less	2 trees	3″

* Note—All trees replanted must be guaranteed to survive a minimum of one year.

(b) If trees have been removed from woodland areas, then mitigation must be in the form of newly created woodland areas. New woodlands shall be created at a rate of 1.75 times the amount of woodlands that were illegally removed. The woodland unlawfully removed must be replanted to satisfy a portion of this requirement. A woodland mitigation plan shall be prepared by a licensed forester, landscape architect, or certified nursery professional, for review and approval by the Planning Director.

(c) If the applicant wishes to provide replacement plantings on any property other than the one on which illegal clearing occurred, the mitigation plan must be reviewed and approved by the City Council or Planning Commission. When considering off-site locations for tree mitigation, the City Council or Planning Commission shall consider:

[1] A physical hardship related to the land which would otherwise prohibit compliance on the subject site.

[2] Whether the mitigation plan proposed by the applicant is superior in terms of environmental benefits, tree quality, or aesthetic qualities compared to strict compliance with the ordinance on-site.

(3) The City Council or Planning Commission may require tree mitigation areas to be planted in permanent conservation through deed restrictions, conservation easements, or donations to land trusts.

ARTICLE IV - Off-Street Parking and Loading

§ 230-20. - General provisions.

A. Parking space size. Parking space sizes shall be in accordance with § 230-21.

B. Parking spaces in residential driveways and garages. Driveways and garages shall be considered as constituting off-street parking space for one-family detached, semidetached, townhouse and multi-family dwellings , provided that the driveway shall be a minimum of 10 feet in width with a curb cut no greater than 20 feet in width and such driveways and garages meet the minimum requirements for

off-street parking outlined in this section. Residential driveways must be constructed with an approved dustless surface such as asphalt, concrete, pavers or other material that will not wash away or emit dust into the air. Residential driveways shall provide a minimum of two feet of separation between the driveway and the side property line, unless a cross-access easement agreement is provided between property owners for a shared driveway. Driveways for corner lots shall be located off of the street with a lesser road classification as determined by the Planning Director and shall be located as far away from the intersection as practically possible. Curb cuts shall be constructed as required by the City Construction Standards and shall be limited to the frontage of the lot served.

C. Location of parking spaces within parking lots. All parking spaces shall be set back 15 feet from any street line and 5 feet from any property line. Parking spaces shall be located so that no spaces are a greater distance than 600 feet from the building or use to which they are assigned, provided that this requirement shall not apply to parking spaces for auditoriums, stadiums, assembly halls, gymnasiums and other places of assembly or industrial, wholesaling and manufacturing establishments.

D. Parking spaces assigned to more than one use. Parking spaces for separate buildings or uses in all zoning districts may be combined in a single lot, provided that the number of parking spaces in the lot shall equal the sum of the parking spaces required for each building and use, except that the parking spaces required for places of assembly may include parking spaces assigned to other uses, provided that the place of assembly shall not be used at a time when the other uses are carried on.

E. No off-street parking required in the C-2 Central Business District. No on-site, off-street parking shall be required in the C-2 District for newly constructed establishments or existing structures. Existing municipal parking facilities shall provide the necessary parking in this zoning district.

F. Parking lots. Whenever a parking lot is located across the street from a residential use, it shall be edged with low-profile evergreen hedge planting located along a line drawn parallel to the street and a distance of 10 feet therefrom, such hedge to be interrupted only at points of ingress and egress. The open area between such hedge and the street shall be landscaped in harmony with the landscaping prevailing on neighboring properties fronting on the same street. Ground cover, shrubs, trees and landscape screening shall be located and maintained so as not to interfere with vehicular and pedestrian traffic on the property or with sight clearance and exits.

G. Fractional spaces. When the application of a unit of measurement for parking space or loading space to a particular use or structure results in a fractional space, any fraction under 1/2 shall be disregarded and fractions of 1/2 or over shall be counted as one parking space or loading space.

H. Boat, trailer, bus and van parking. In any residential district, no house trailer, camper, boat trailer, bus or boat shall be parked in the front yard. Parking is allowed in the side or rear yards five feet from the property line if it does not take up space normally occupied by an automobile. All vehicles requiring a trailer for transportation must be stored on a registered trailer.

I. Non-residential points of ingress and egress. Only one accessway shall be permitted for each 100 feet of frontage upon a public road. Such accessway shall be not less than 24 feet and not more than 32 feet in width when the entrance requires two-way traffic, unless otherwise approved by the State of Delaware Department of Transportation for an entrance on a State maintained road. Such accessway shall not be less than 12 feet in width when the entrance is for one-way traffic, unless otherwise approved by the State of Delaware Department of Transportation for an entrance on a State maintained road. No two accessways on the same lot shall be placed within 75 feet of each other. The entrance shall be setback 5 feet from any adjoining property line unless otherwise noted under the conditional use requirements.

J. All parking spaces for use in conjunction with public parking lots, garages, storage areas operated on a commercial basis and parking areas accessory to multifamily, commercial, industrial and office uses shall be appropriately paved and striped.

K. All permanent parking areas shall be enclosed with upright concrete curbing at least six inches in height. The Planning Director may relax this requirement for a portion of a parking area when there is a demonstrated need to convey stormwater to a proposed or approved stormwater management area. Parking blocks are required at the head of all parking spaces where curb is not provided. Curbing shall not be required for loading areas, handicapped access and for parking spaces accessory to a one-family or two-family residence. Buildings and sidewalk shall be protected by upright concrete curbing at least six inches in height, bollards or other object approved by the Planning Director that demonstrates protection of pedestrians and property.

L. Parking Lots: Interior Landscaping. To reduce the visual impact of large expanses of parking and to create a more pedestrian-friendly environment, interior parking lot landscaping is required. Green space in the form of landscape islands and/or peninsulas are required to break up rows of parking spaces as follows:

(1) If the total number of parking spaces is less than 100, the minimum requirement is:

(a) Islands at both ends of each row of parking (minimum of 9' x 18').

(b) One island or peninsula (minimum of 9' x 18') for every 10 contiguous spaces.

(c) No more than two (2) contiguous bays (four total rows) without a 9' wide island separating the two (2) bays from additional parking bays or drive aisles.

(d) Minimum of one (1) 2-1/2" caliper shade tree with a mature height of 12 feet shall be provided per 200 square feet of interior green space within the parking lot islands.

(2) If the total number of parking spaces is 100 or greater, the minimum requirement is:

(a) Islands at both ends of each row of parking (minimum of 9' x 18').

(b) One island or peninsula (minimum of 9' x 18') for every 12 contiguous spaces.

(c) No more than three (3) contiguous bays (six total rows) without a 9' wide island separating the three (3) bays from additional parking bays or drive aisles.

(d) Minimum of one (1) 2-1/2" caliper shade tree with a mature height of 12 feet shall be provided per 200 square feet of interior green space within the parking lot islands.

M. Bicycle Parking Facilities. All parking facilities containing less than ten (10) parking spaces shall provide one bicycle rack with no less than five (5) spaces. For parking facilities with ten (10) or more parking spaces, five (5) bicycle spaces plus one (1) per every twenty (20) parking spaces shall be provided, not to exceed more than twenty (20) bicycle parking spaces in any one facility. The Planning Commission or City Council may waive the requirement for the bicycle parking if it is demonstrated that bicycle parking would not be appropriate for safety reasons or due to the nature of the use of the site.

N. Illumination. Parking lots shall be property illuminated per the most recent version of the Illuminating Engineering Society (IES) Standards.

O. Parking of vehicles on unpaved surfaces within the front yard of all districts shall be prohibited. Exception: emergency vehicles.

P. Garbage Enclosure. Commercial, industrial, institutional or residential multi-family sites shall provide trash enclosures to adequately serve the proposed uses. Enclosures shall be conveniently placed on the site for commercial or residential tenants to use and shall be no farther than 300 feet

from the intended users. Trash enclosures shall be constructed with similar materials to other buildings on the site. Receptacles shall be situated at an appropriate location as to not constitute a nuisance for users of the property and adjoining property owners and shall be appropriately screened to improve the appearance of the area.

Q. Parking Lots: EV Charging Stations.

(1) If the total number of parking spaces is less than 100, the recommended number of charging stations is zero.

(2) If the total number of parking spaces is 100 or greater, the recommended number of charging stations is one (1) EV charging station per 25 parking spaces.

§ 230-21. - Parking and loading standards.

A. Design standards.

(1) Parking spaces and aisle ways shall be designed in accordance with the following dimensional standards:

Parking Angle	Stall Width (feet)	Aisle Way to Curb (feet)	Aisle Way Width
90°	9	18	20 feet (one-way) 24 feet (two-way)
60°	9	20	18 feet (one-way) 22 feet (two-way)
45°	9	18	14 feet (one-way) 22 feet (two-way)
Parallel	10	20	14 feet (one-way) 22 feet (two-way)

(2) All spaces reserved for handicapped accessibility shall conform to the requirements set forth by the federal standards provided by the ADA (Americans with Disabilities Act).

B. Use standards. All uses permitted in this chapter shall be subject to the following minimum off-street parking requirements in addition to any special requirements as indicated in each zoning district.

Types and Uses	Required Off-Street Parking Spaces
Auditorium, stadium, assembly hall, gymnasium, theater (excluding drive-in) and community or recreation center	1 space per 4 seats or 1 space per each 40 square feet of floor area available for the accommodation of movable seats in the assembly room, whichever applies
Automotive Repair	3 spaces per service bay
Automotive or Outdoor Sales	1 space per 200 square feet of floor area in the main display room plus 1 space per each 1,500 square feet of outdoor display area plus 1 space for each employee on the shift of greatest employment
Bed and Breakfast	1 space per guestroom plus required parking for family residence
Group home, other than for the care of disabled and elderly persons.	1 space per **2 sleeping rooms**~~4 residents plus 1 space per employee~~

~~Community Residential Treatment Program~~	
Daycare, Nursery School or Kindergarten	1 space per 10 children plus 1 space per employee on the shift of greatest employment
Elementary or Junior High School	1 space for each 8 seats in auditorium, cafeteria or gymnasium
High School, Technical School, College or University	1 space for each classroom plus 1 parking space for each employee or 1 space for each 5 auditorium seats, whichever is greater
Fire station	1 space per employee on the maximum shift or 1 space for each 40 square feet of floor area available for the accommodation of movable seats in the assembly room, whichever is greater
General Offices	1 space per 250 square feet of gross floor area
Medical and Dental Offices	1 space per 200 square feet of gross floor area
Hospitals, Nursing Home or Sanatorium	1 space per 3 beds
Hotel and motel	1 space for each guest room plus 75% of the normal spaces required for accessory uses (e.g. banquet rooms, meeting rooms, restaurants, etc.)
Indoor and commercial outdoor recreation	1 space for each 150 square feet of gross floor area or 1 per 4 seats of facilities available for patron use, whichever is applicable
Industrial, manufacturing or wholesaling establishment	1 space per 2 employees on the shift of the greatest employment, plus 1 per 200 square feet of floor area devoted to sales
Museum, Art Gallery, Library and similar use	1 space per 300 square feet of gross floor area
Places of Worship	1 space per 4 seats or 1 space for each 40 square feet of floor area available for the accommodation of movable seats in the assembly room, whichever applies
Professional Home Occupation	1 space per 300 square feet of floor area devoted to a business plus 1 space per each outside employee, if there is one
Restaurants, fast food, taverns and similar uses	1 space per 3 seating accommodations
Retail or Service	1 space per 200 square feet of gross floor area
Rooming and boarding house or converted unit	1 space per bedroom
Dwelling, single-family detached, semi-detached, townhouse, mobile home, or multi-family dwelling unit	2 ½ spaces per dwelling unit
Accessory Dwelling Unit	1 ½ spaces per dwelling unit
Social club and fraternal, social service, union and civic organization building	1 space per 4 seats or 1 space for each 40 square feet of floor area available for the accommodation of movable seats in the assembly room, whichever applies
Undertaker or Funeral Home	1 space per 4 seats in the largest assembly room plus 1 space per employee
Short-term Rental	**2 ½ spaces per dwelling unit plus 1 additional space for the short-term rental**

(1) Reduction in the required number of off street parking spaces in the case of developments such as shopping centers or other commercial developments required to provide more than 50 off-street parking space.

The developer must set aside space to accommodate 100% of the area necessary to provide the parking requirements established by this Ordinance, but, upon the request of the developer, if agreed by the City of Milford, the developer may be permitted to set aside space to accommodate 100% of the area necessary to provide the parking requirements established by this chapter but not be required to construct more than 80% of the required parking spaces. In the event the developer is permitted to construct fewer than the required parking spaces, the remainder of the parking area set aside must be kept free of all construction and be planted and maintained as a grassy area and designated as Future Parking Space. The City of Milford may require construction of the remaining parking spaces at any time by the then owner of the premises upon giving the owner not less than six months' advance written notice. In the event of the granting of the waiver herein described, the fact of the grant as well as the requirement that the owner maintain the space set aside as a level grass area and that the City of Milford has reserved the right to require construction of the remaining parking spaces upon six months' notice to the owner of the site must be reflected in a note appearing on the subdivision or site development plans recorded.

C. Loading spaces.

(1) No building or structure shall be erected in any district for the uses listed below unless loading space for the accommodation of trucks is provided on the premises in accordance with the following requirements:

(a) For retail stores, markets, wholesale and jobbing establishments and storage warehouses, the number of berths based on the gross floor area devoted to such use shall be as follows:

[1] Five thousand to 7,999 square feet of floor area: one berth.

[2] Eight thousand to 19,999 square feet of floor area: two berths.

[3] Each additional 20,000 square feet or major fraction thereof up to a maximum of 60,000 square feet of floor area: one additional berth.

(b) For hotels and motels, the number of berths based on the gross floor area devoted to such uses shall be as follows:

[1] Eight thousand to 20,000 square feet of floor area: one berth.

[2] Each additional 50,000 square feet or major fraction thereof up to a maximum of 120,000 square feet of floor area: one additional berth.

(c) Each manufacturing, office research and industrial establishment with a total of 5,000 square feet or more of gross floor area devoted to manufacturing, research and/or industrial uses shall provide loading space adequate to accommodate the normal demands for loading and unloading incidental to the type of use proposed on the premises.

(2) Loading berths must be functionally related to the building, and be situated where actual loading and unloading activities are intended to occur. Loading berths located remotely from the building will not be permitted, unless the applicant can demonstrate the utility of such berths. Loading berths are not permitted between the street and building, except where a property fronts three or more streets. This section of the ordinance shall not preclude the

designation of an area in front of the building for parcel pick-up, mail deliveries, or passenger loading.

(3) One required off-street loading berth shall have minimum dimensions of 12 feet wide and 60 feet long. If more than one loading berth is required, subsequent berths may have minimum dimensions of 12 feet wide and 40 feet long. At no time shall any part of a truck or van be allowed to extend into a public right-of-way or thoroughfare while the truck or van is being loaded or unloaded.

(4) Adequate off-street truck maneuvering space shall be provided on-lot and not within any public street right-of-way or other public lands. Internal site circulation lanes are to be designed with adequate turning radii to accommodate the size and efficient maneuvering of delivery vehicles.

ARTICLE VI - Signs

§ 230-24.11. - Standards in residential zones.

A. General standards and sign features: Permanent on-premise signs in Residential Zones, as identified herein, shall be subject to the standards set forth in this section.

(1) R-1 Single-Family Residential District;

(2) R-2 Residential District;

(3) R-3 Garden Apartment and Townhouse District;

(4) R-8 Garden Apartment and Townhouse District.

B. Subdivisions, apartments, multi-family dwellings, and condominium complexes are permitted the following:

(1) One freestanding sign not to exceed 64 square feet of sign area per side and **seven**~~four~~ feet in height and further provided that one such sign shall be permitted for each separate entrance.

(2) Other directional, incidental, or accessory signs located within the subdivision, complex, or multi-family residential development provided that such signs shall not exceed six square feet of sign area per side and four feet in height, if freestanding.

C. For properties located in a Residential Zone as described in subsection B above, other directional, incidental or accessory signs are also permitted, to be located within the subdivision, complex or multi-family residential development. Such directional, incidental and/or accessory signs shall not exceed six square feet in sign area per side and four feet in height, if freestanding.

D. Home Occupation — One non-illuminated on-premise sign not to exceed six square feet of sign area per side, identifying a permitted home occupation on the premises. A sign shall contain no more than two sides or facings, back-to-back, and shall have a minimum setback five feet from the front lot line, and a minimum setback of 15 feet from all adjacent property lines, and shall not exceed four feet in height.

E. Properties in a Residential Zone which are used for permitted non-residential uses are permitted a freestanding sign not to exceed 48 square feet of sign area and 10 feet in height, and further provided that one such sign shall be permitted for each separate street frontage occupied by the permitted use. A sign shall contain no more than two sides or facings, back-to-back, and shall have a minimum setback of 10 feet from the front lot line, and a minimum setback of 15 feet from all adjacent property lines.

F. Electronic Message Centers are prohibited except as may be permitted by conditional use approval from City Council on properties used for any of the following uses:

(1) Public and private schools

(2) Churches and other places of worship

(3) Social clubs or fraternal, social service, union, or civic organizations

ARTICLE VII - Board of Adjustment

§ 230-30. - Use and Area Variances.

A. Variance applications may be submitted to the Planning Department for review by the Board.

B. Notice of matters to be heard by the Board shall be published in a newspaper of general circulation for the City of Milford at least **15**~~10~~ days before the date of the hearing and shall specify the date, place and times at which the application may be examined. The notice shall set forth the date, time and place of the public hearing and shall describe in a general way the nature of the application.

C. The Planning Department shall provide a copy of the public notice by mail to the registered owners of all property within 200 feet of the property upon which the variance application is being sought.

D. The Planning Department will also post a notice at least 10 days before the hearing outlining the date, time, place and nature of the hearing in a conspicuous location on the property. The published and posted notices shall contain reference to the time and place within the City where text, maps, and plans for the proposal may be examined.

E. A filing fee shall accompany each appeal to help offset the cost of the hearing. Said filing fee is set forth in § 230-57.

F. Variance approvals associated with site plans shall expire with the expiration of the site plan approval. Variances associated with subdivisions shall expire with the expiration of the subdivision approval. All other variances shall become null and void unless work is commenced and diligently prosecuted within one year of the date of the granting of a variance by the Board.

G. Whenever the Board of Adjustment denies an application for variance, such application for variance, or an application on the same property which is substantially similar, shall not be accepted for reconsideration by the Board of Adjustment sooner than one year from the date of denial.

ARTICLE VIII - Miscellaneous Provisions

§ 230-39. - Fences.

~~Fences may be erected, altered or reconstructed to a height not to exceed six feet above ground level. At the intersection of two or more streets, no hedge, fence or wall over two feet shall be permitted that would interfere with vehicular sight distance as determined by the Code Official.~~

A. Fences may be erected, altered or reconstructed based on the below requirements.

(1) Fences shall not exceed heights based on the below table. The use of barb wire or protective extension shall be based on the below table.

Use Type	Maximum Height (in feet) in Front Yard Area	Maximum Height (in feet) in Rear or Side Yard Area	Barbed Wire/Razor Wire

Residential Uses and properties zoned R-1, R-2, R-3 or R-8	3.5	6	Prohibited
Schools in Residential Zones	6	8	Prohibited
Nonresidential Uses in the C-1, C-2, C-2A, C-3, OC-1, OB-1	3.5	6	Prohibited
Properties zoned I-1, I-2 and BP	8	8	Permitted
Properties zoned IM, IS and H-1	8	8	Permitted

(2) Privacy fences are not permitted in the front yard area except in the I-1, I-2, BP, IM or IS zoning districts for non-residential uses.

(3) Corner visibility. In all zones within the City, no fence in excess of three feet in height above the adjacent street grade, shall be erected, placed or maintained on any corner lot within the triangular area formed by intersecting right-of-way lines. Two sides of the triangular area shall be 25 feet in length and measured from the point of intersection of the right-of-way lines.

(4) Deviations in the height regulations may be granted by the Planning Commission and/or City Council as part of a Site Plan or Subdivision review.

(5) Fences must be constructed with appropriate fencing materials, including but not limited to, chain link, vinyl, pressure treated wood, cedar, salt treated or other weather resistant material.

(6) Fences and gates must be maintained in good working order as outlined in Chapter 174 Property Maintenance.

(7) The construction of a fence requires a building permit from the City of Milford.

§ 230-41. - Prohibited uses.

The following uses and activities shall be specifically prohibited in any zone in the City of Milford:

A. Automobile wrecking yards, junkyards or the sorting and baling of scrap metal, paper, rags, glass or other scrap material.

B. The parking, storing or keeping of a dismantled, inoperative or discarded motor vehicle, to include, but not limited to cars, boats, boat trailers, campers, tractors or any parts thereof unless within an enclosed building. All vehicles requiring tags/registration must be valid at all times and vehicles maintained in its original configuration. All boats requiring a trailer for transportation must be stored on a registered trailer.

~~C. Any uses not permitted by this chapter.~~

C~~D~~. Outdoor woodburning furnaces.

(1) The construction and operation of outdoor woodburning furnaces is hereby prohibited within the City of Milford.

(2) Nonconforming uses. All outdoor woodburning furnaces within the City of Milford must cease operations by August 31, 2011 and be removed by the property owner from the subject premise no later than October 31, 2011. This will allow sufficient time for an

alternate source of heat to be established. During the transition, such use shall conform with the following provisions:

(3) Only firewood and untreated lumber are permitted to be burned in any outdoor furnace.

(4) Wood must be stored in a neat pile no closer than five feet from side and rear property lines.

D~~E~~. Manufacturing uses involving production of the following products from raw materials; asphalt, charcoal and fuel briquettes; chemicals: aniline dyes, ammonia, carbide, caustic soda, cellulose, chlorine, carbon black and bone black, creosote, hydrogen and oxygen, industrial alcohol, nitrates (both natural and manufactured) of an explosive nature, potash, petro chemical, pyroxylin, rayon yarn and hydrochloric, nitric, picric, phosphoric and sulfuric acids; coal, coke and tar products, including gas manufacturing, explosives, fertilizers, glue and size (animal): linoleum and oil cloth, matches, paint, varnishes and lurpentine; rubber (natural and synthetic); and soaps, including fat rendering.

E~~F~~. Storage of explosives and bulk or wholesale storage of gasoline above ground.

F~~G~~. Quarries, screening plants and all associated uses.

G~~H~~. The following processes: large scale reduction, refining, smelting and alloying of metal or metal ores; refining petroleum products, such as gasoline, kerosene, naphtha and lubricating oil; and reduction and processing of wood pulp and fiber, including paper mill operations.

H~~I~~. Recreational Vehicle Prohibited Activities.

(1) Recreational Vehicles shall not be considered dwelling units intended for permanent habitation.

(2) For purposes of this section, evidence of habitation shall include activities such as sleeping, setting up housekeeping or cooking, eating, recreating, and/or any other activity where it reasonably appears, in light of all the circumstances, that the vehicle is being used as a living accommodation.

(3) Running electrical cords, extension cords, hoses, cables, or other items across, above, or on the parkway or sidewalk from any property to a recreational vehicle parked on a public street at any time is prohibited.

(4) Making a sewer connection with a recreational vehicle or dumping wastes from a recreational vehicle onto public or private land other than a designated RV dump is prohibited.

§ 230-42. - Multiple permitted uses and mixed uses.

A. In the R-1, R-2, R-3, R-8, C-1 and OB-1 districts, ~~In any and all zoning districts,~~ multiple permitted uses **or tenants spaces** or mixed use of a property shall be deemed a conditional use subject to special requirements.

B. Four or more non-residential permitted uses or tenant spaces on a property zoned C-2, C-2A, C-3, OC-1 and H-1 requires a conditional use approval from City Council.

ARTICLE IX - Conditional Uses

§ 230-47. - Application and approval procedures.

A. Conditional Use Site Plans shall follow the procedures for application and review outlined in Article X Site Plan Review of this Chapter.

B. Conditional Use Major Subdivisions shall follow the procedures for application and review outlined in Chapter 200 Subdivision of Land

C. Standalone Conditional Use applications that do not require site plan review or major subdivision review shall be subject to the following procedures:

(1) A conditional use application and documents, as specified by the Planning Department, shall be prepared by the applicant and submitted in accordance with the submission schedule as determined by the Planning Director, along with the appropriate fees, as specified in § 230-57.

(2) A public hearing on the conditional use shall be conducted by the Planning Commission. The Planning Commission shall review the application and shall recommend to City Council approval of the application with or without conditions, denial of the application, or table the application. The conditional use shall be reviewed based on the requirements set forth in the zoning ordinance. In case of an unfavorable recommendation for denial by the Planning Commission, such application shall not be approved except by a favorable vote of 3/4 of the City Council.

(3) No hearing shall be held by the Commission until notice of time and place thereof has been provided to the applicant, property owners within 200 feet of the subject property, and to such other interested parties as may be determined by the Planning Director at least 10 days before the date of said hearing. Notice shall be provided as follows:

(a) The Planning Department shall notify by mail all property owners within 200 feet of the extreme limits of the subject parcel as their names appear in the City or County tax record at least 10 days prior to the hearing.

(b) The Planning Department shall provide notice to the general public of the public hearing before the Planning Commission by publishing the date, time, place and nature of the hearing at least **15**~~10~~ days before the hearing in a newspaper of general circulation in the City and posting the same information in City Hall and on the City website.

(c) The Planning Department will also post a notice outlining the date, time, place, and nature of the hearing in a conspicuous location on the property. The published and posted notices shall contain reference to the time and place within the City where text, maps and plans for the proposal may be examined.

(4) City Council shall review the application and shall approve the application with or without conditions, deny the application, or table the application. The conditional use shall be reviewed based on the requirements set forth in the zoning ordinance.

ARTICLE X - Site Plan Review

§ 230-51. - Review procedure.

A. Preliminary Review of Permitted Use Site Plans.

(1) A preliminary plan and documents, as specified by the Planning Department, shall be prepared by the applicant and submitted in accordance with the submission schedule as determined by the Planning Director, along with the appropriate fees, as specified in § 230-57.

(2) The Development Advisory Committee (DAC) shall review the application and plan. Comments from the DAC must be addressed via either submitting revised plans and/or necessary documents or via a narrative submitted to the Planning Director. The application shall be reviewed by the Planning Director and the City Engineer for general compliance with

Chapter 230 Zoning, Chapter 200 Subdivision of Land, the Comprehensive Plan, the City Standard Construction Specifications and other City ordinances. Upon confirmation by the City Planner that all DAC issues and plan review comments have been addressed satisfactorily, the application will then be scheduled to be heard by the Planning Commission. **A preliminary application shall be considered withdrawn if plan review comments are not satisfactorily addressed and preliminary approval is not obtained within twelve (12) months of initial preliminary submission.**

(3) The Planning Commission shall review the application and shall approve the application with or without conditions, deny the application, or table the application.

(4) Preliminary approval from the Planning Commission shall be void after 24 months, unless an extension is requested by the owner and approved for good cause by the Planning Commission prior to the expiration.

B. Preliminary Review of Conditional Use Site Plans.

(1) A preliminary plan and documents, as specified by the Planning Department, shall be prepared by the applicant and submitted in accordance with the submission schedule as determined by the Planning Director, along with the appropriate fees, as specified in § 230-57.

(2) The Development Advisory Committee (DAC) shall review the application and plan. Comments from the DAC must be addressed via either submitting revised plans and/or necessary documents or via a narrative submitted to the Planning Director. The application shall be reviewed by the Planning Department and the City Engineer for general compliance with Chapter 230 Zoning, Chapter 200 Subdivision of Land, the Comprehensive Plan, the City Standard Construction Specifications and other City ordinances. Upon confirmation by the Planning Director that all DAC issues and plan review comments have been addressed satisfactorily, the application will then be scheduled to be heard by the Planning Commission. **A preliminary application shall be considered withdrawn if plan review comments are not satisfactorily addressed and preliminary approval is not obtained within twelve (12) months of initial preliminary submission.**

(3) A public hearing on the preliminary plan shall be conducted by the Planning Commission. The Planning Commission shall review the application and shall recommend to City Council the approval of the application with or without conditions, deny the application, or table the application. In case of an unfavorable recommendation for denial by the Planning Commission, such application shall not be approved except by a favorable vote of 3/4 of the City Council.

(4) No hearing shall be held by the Commission until notice of time and place thereof has been provided to the applicant, property owners within 200 feet of the subject property, and to such other interested parties as may be determined by the Planning Director at least 10 days before the date of said hearing. Notice shall be provided as follows:

(a) The Planning Department shall notify by mail all property owners within 200 feet of the extreme limits of the subject parcel as their names appear in the City or County tax record at least 10 days prior to the hearing.

(b) The Planning Department shall provide notice to the general public of the public hearing before the Planning Commission by publishing the date, time, place and nature of the hearing at least **15**~~10~~ days before the hearing in a newspaper of general circulation in the City and posting the same information in City Hall and on the City website.

(c) The Planning Department will also post a notice outlining the date, time, place, and nature of the hearing in a conspicuous location on the property. The published and posted

notices shall contain reference to the time and place within the City where text, maps and plans for the proposal may be examined.

(5) City Council shall review the application and shall approve the application with or without conditions, deny the application, or table the application.

(6) Preliminary approval from City Council shall be void after 24 months unless an extension is requested by the owner and approved for good cause by the Planning Commission prior to the expiration.

C. Final Permitted Use or Conditional Use Site Plan.

(1) A final plat and documents, as specified by the Planning Department, shall be prepared by the applicant and submitted in accordance with the submission schedule as determined by Planning Director , along with the appropriate fees, as specified in § 230-57.

(2) The final plan shall be reviewed by the Planning Director for confirmation that the application is designed in accordance with all subdivision, zoning and other land use regulations of the City along with the specifications of the City Council or Planning Commission preliminary approval. The final plan shall also be reviewed by the City Engineer for confirmation that the application is designed consistent with the preliminary plan and in accordance with the City Standard Construction Specifications.

(3) Upon confirmation by the City Planner and City Engineer that all agency approvals have been obtained and all plan review comments have been addressed satisfactorily, the application may be administratively approved by the Planning Director.

(4) Within 90 days of final approval from the City ~~Director~~, the applicant shall record the plat at the County Recorder of Deeds office and provide the Planning Director a receipt of the recordation including the deed book and page number. Prior to recording the plat, at least three copies of the plat must be submitted to the Planning Director for stamping and signing. Two sets will be retained by the City. The City Manager, Planning Director and City Engineer shall sign the approved record plats and construction plans.

(5) Failure to record the plat within 90 days of **City** ~~Planning Commission~~ approval will result in the approval being voided. In order to obtain final approval after it has been voided, the applicant must make application for preliminary approval again.

(6) **Application for building permits must be made within eighteen (18) months of the final approval of a site plan. If no applications for building permits are received by the City within eighteen (18) months, the plan shall be considered invalid, and a new application process will be required. The City's approval of the plan shall be considered null and void.** ~~If construction of approved buildings and improvements is not substantially undertaken within eighteen months of final site plan approval, the site plan approval shall be void.~~ The applicant may, however, request and the Planning Commission may grant an extension for good cause.

ARTICLE XI - Administration

§ 230-53. - Interpretation and application.

A. In their interpretation and application, the provisions of this chapter shall be held to be the minimum requirements adopted for the promotion of the public health, safety, morals, convenience, order, prosperity or general welfare; for the lessening of congestion in the streets or roads or reducing the waste of excessive amounts of roads; for securing safety from fire and other danger, providing adequate light and air and preventing on the one hand excessive concentration of population and on the other hand excessive and wasteful scattering of population or settlement; for promoting such distribution of land development and

utilization as will tend to facilitate and provide adequate provision for public requirements, transportation, water and flowage, water supply, drainage, sanitation, educational opportunities, recreation, soil fertility and food supply; and for protection of the tax base, securing economy in governmental expenditures and fostering the state's agricultural and other industries and the protection of both urban and nonurban developments.

B. It is not intended by this chapter to repeal, abrogate, annul or in any way to impair or interfere with any existing law or any rules or regulations regulating the use or construction of buildings, the provision of yards, courts or other open spaces or the provision of sanitary facilities; provided, however, that where the provisions of this chapter require large yards or courts, lesser heights or bulk of buildings or more excessive sanitary facilities than do the aforementioned laws, rules or regulations, the provision of this chapter shall govern.

C. All land uses or structures shall be permitted in districts only as indicated in this Chapter. All permitted uses shall also include accessory uses and structures as defined in this Chapter. Any use not specifically permitted within a particular zoning district, either by-right or as a conditional use, shall be considered prohibited except as provided in Item D below. No use prohibited in a district shall be permitted under any circumstances.

D. Should any economic activity which is not listed as a permitted, conditional or hazardous use within this chapter be proposed within the City of Milford, the economic activity shall be reviewed by the Planning Director and placed into the most similar category. For nonresidential uses, the Planning Director shall evaluate the use by referencing the most recent North American Industry Classification System (NAICS) manual. Where the same NAICS code is found in several use categories, the Planning Director shall consider the characteristics of the use, including the intensity of the use and its likely adverse impacts. Where a choice remains after reviewing for adverse impacts, the use should be classified with the similar use that has the most adverse impacts.

ARTICLE XII – Zoning Amendments

§ 230-58. - Procedure.

A. The City Council may, from time to time, on its own motion or the motion of the Planning Commission or on petition by an owner, amend, supplement, change, modify or repeal the zoning regulations, restrictions and boundaries in a manner in accordance with the procedure provided.

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

C. The Planning Commission is granted the authority to require, as a condition to consideration of any proposal other than one originating with the City Council, that a petition be submitted accompanied by such maps, charts, sketches and other information as the Commission deems necessary for the proper and effective consideration of such proposal and to refuse to consider any proposal not complying with such requirement.

D. No proposed amendment, change, modification or repeal of any zoning regulation, restriction or boundary shall become effective until after a public hearing shall have been held by the City Council at which parties in interest and citizens shall have an opportunity to be heard. No hearing shall be held until notice of time and place thereof has been provided to the applicant, property owners within 200 feet of the subject property, and such other interested parties as may be determined by the Planning Director at least 10 days before the date of said hearing. Notice shall be provided as follows:

(1) The Planning Department shall notify by mail all property owners within 200 feet of the extreme limits of the subject parcel as their names appear in the City or County tax record at least 10- days prior to the hearing.

(2) The Planning Department shall provide notice to the general public of the public hearing by publishing the date, time, place and nature of the hearing at least **15**~~10~~ days before the hearing in a newspaper of general circulation in the City and posting the same information in City Hall and on the City website.

(3) The Planning Department will also post a notice outlining the date, time, place and nature of the hearing in a conspicuous location on the property. The published and posted notices shall contain reference to the time and place within the City where text, maps and pans for the proposal may be examined.

E. In case of an unfavorable report or recommendation for denial by the Planning Commission, such amendment or change shall not become effective except by a favorable vote of 3/4 of the City Council.

F. If, after due consideration, a proposal is denied, such proposal shall not be eligible for reconsideration for a period of one year after final action by the City Council, except upon the favorable vote of 3/4 of the Planning Commission or City Council.

Section 4. Dates.
Introduction to City Council: July 10, 2023
Planning Commission Review/Recommendation/Public Hearing: July 18, 2023
City Council Review/Public Hearing/Determination: July 24, 2023

Section 5. Effective.
This Ordinance is effective ten days following its adoption.

063023

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*