



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

CITY COUNCIL AGENDA October 9, 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

Ordinance Review/Public Comments/Final Determination ®

Ordinance 2023-38/Electric Tariff/Appendix B/Transfer of Fees to City Fee Schedule

Approval of Previous Minutes

Recognition

- Introduction/New City Employees
- Proclamation/2023-20/Dysautonomia Awareness Month
- Proclamation 2023-21/National Customer Service Week
- Proclamation 2023-22/Public Power Week
- Proclamation 2023-23/Cybersecurity Awareness Month

Staff Reports

- Police Department
- City Clerk
- City Manager
- Public Works
- Electric
- Planning & Zoning
- Parks & Recreation
- Human Resources
- Economic Development & Community Engagement
- Information Technology
- Finance

Communications & Correspondence

Unfinished Business

- Authorization/Downtown Restroom Project

New Business

- Municipal Electric Utilities Renewable Portfolio Standard Compliance 2022-2023 Report ¹
- Adoption Resolution 2023-17/Updated Fee Schedule (Adds Fences & Electric Rates) [Ⓢ]
- Award/Professional Service/Deep Creek/Herring Branch Greenway Phase I ²

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.

**Time Limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers prior to start of meeting/workshop.*

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

060623 062023 0923023 092623

¹ 100423 Late Addition by City Manager/See Corresponding Email

² 100523 Late Addition by P&R Director/Time Sensitive Matter

³ 100623 Late Addition by PC/Item Removed (Added to 102323 Agenda)

100623 ES Items Removed



**Notice of City of Milford Ordinance Review
Public Comments – Monday, October 9, 2023**

NOTICE IS HEREBY GIVEN the following ordinance is under review by the City Council of the City of Milford. Public comments will be taken during a regular session on Monday, October 9, 2023 that begins at 6:00 pm. Interested parties are also invited to submit written comments to thudson@milford-de.gov on the amendment up to noon on Monday, October 9, 2023.

Ordinance 2023-38
Code of the City of Milford
Part II-General Legislation
Appendix B
Electric Rules and Regulations and Electric Tariff

AN ORDINANCE OF THE CITY OF MILFORD AMENDING THE CITY OF MILFORD CODE, APPENDIX B, ELECTRIC RATES AND REGULATIONS.

WHEREAS, the Mayor and City Council desire to update the City of Milford Code Appendix B Electric Rules and Regulations in accordance with the recommendations made by Electric Staff; and

WHEREAS, updated language is being inserted and punctuation and grammar errors are being corrected; and

WHEREAS, It is recognized that the City of Milford Code has numerous references to fees and costs related to multiple matters contained in various Chapters, including Appendix B-Electric Rates and Regulations; and

WHEREAS, it is the intention of the Mayor and Council to consolidate all fees and charges in one comprehensive document to be known as the City of Milford Fee Schedule; and

WHEREAS, one Fee Schedule makes the process easier and more accessible for both City staff and customers; and

WHEREAS, City Council found that the amendments to Appendix B Electric Rules and Regulations are in the best interest of the health, safety, convenience, and general welfare of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED, the City of Milford hereby ordains:

Section 1. Purpose: The Code of the City of Milford is amended to modify the electric rules and regulations within Appendix B of the Code of the City of Milford.

Section 2. An Electric Fee Schedule will be created, to be included in the comprehensive City Fee Schedule, for the placement of all fees removed from Appendix B Electric Rates and Regulations.

Section 3. Strikethrough text denotes a deletion; underlined text denotes an addition.

Section 4. Appendix B-City of Milford Electric Rules and Regulations, including the Electric Tariff, is hereby amended to read as follows:

APPENDIX B ELECTRIC RULES AND REGULATIONS

City of Milford

—Electric Division—

**Rules and Regulations
Including the
Electric Tariff**

For

City of Milford
201 South Walnut Street
Milford, Delaware 19963
Phone 302-424-3712
Fax 302-424-3558

**APPENDIX B
ELECTRIC RULES AND REGULATIONS¹**

¹Editor's note(s)—Contained herein are the City of Milford Electric Rules and Regulations adopted June 22, 2015, and effective July 2, 2015. Where further amendatory ordinances have been incorporated, citations are in

RULES AND REGULATIONS

SECTION 1 GENERAL CONDITIONS

1.1 PURPOSE

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

1.2 REVISIONS

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

1.3 STATEMENT BY AGENTS

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

1.4 RULES AND REGULATIONS

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

1.5 NO PREJUDICE OF RIGHTS

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

1.6 GRATUITIES TO EMPLOYEES

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

1.7 DISPUTES

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

1.8 USE OF "HE" OR "HIS"

The use of the pronouns "he" or "his" in these Rules and Regulations, when referring to "Customer" and "Applicant", is generic, referring to both male and female parties.

brackets following the amended provisions. The system of headings, catchlines, capitalization, citation to state statutes, and expression of numbers in text remains unchanged. See Code Comparative Table for detailed history of derivation.

1.9 HOURS OF OPERATION

City office hours are 8:00 AM to 4:30 PM Monday through Friday, except City recognized holidays. Normal hours for Service Calls are 7:30 AM to 4:00 PM Monday through Friday, except City recognized holidays.

1.10 EXTENDED HOURS OF OPERATION

The City's Customer Service Center may be open until 8:00 PM on one designated day per week, on non-holiday weeks, to accept payments only through the drive-thru.

SECTION 2 DEFINITIONS

2.1 APPLICANT

The word "Applicant" as used in these Rules and Regulations, means any person, firm, corporation, institution, public body, or any agency of the Federal, State, or Local government requesting electric service from the City. The term also refers to current Customers who apply for modification of existing service or facilities and developers and builders during the planning and construction stages of new facilities.

2.2 BASE RATES

Base Rate means the Service rates charged to each Customer Class, without the City's Purchased Power Cost, and any additional charge or surcharge. Base Rates are intended to recover the Operating Expenses, including its debt service, of the City's Electric Department and a reasonable margin.

2.3 CITY

City means The City of Milford, **Delaware**, or Milford Electric Department.

2.4 COMMERCIAL PROPERTY OWNER

A Customer of the City of Milford Electric Department who operates a business and owns the property associated with the Customer's electric account.

2.5 CUSTOMER

Customer shall mean any person, firm, association, partnership, corporation, institution, public body, or any agency of the Federal, State, or Local government being supplied with electric service by the City. The term also refers to developers and builders during the planning and construction stages of new facilities, and the period prior to the sale or rent of the facility.

2.6 CUSTOMER CLASS

Customer Class shall mean a group of Customers with similar end use and load characteristics.

2.7 DELIVERY SERVICE CHARGE

Delivery Service Charge shall mean a charge to Customers for recovering the City's costs for delivering power supplies to Customers.

2.8 DEVELOPER

Developer shall mean any person, firm, association, partnership, corporation, or other entity which seeks to have provided by the appropriate **authority** the infrastructure (roads, sewer, electric, etc.) for new business or residential developments. As used in these Rules and Regulations, the Developer may not be the final user of the facilities requested or the entity for which electric service was provided. However, the Developer may be considered an Applicant or a Customer during the planning and construction phase of the development.

2.9 DWELLING UNIT

A Dwelling Unit is defined as one or more rooms arranged for the use of one or more individuals as a single housekeeping unit, with cooking, living, sanitary, and sleeping facilities.

2.10 DEMAND SIDE MANAGEMENT (DSM)

DSM means managing and/or controlling loads which result in reducing the Customer's Load when ordered by the City to do so.

2.11 DSM RESOURCES

Resources used by the Customer in order to manage and/or control his loads.

2.12 EXTRA FACILITIES

Extra facilities are the facilities which are in addition to the facilities provided by the City for providing Service under a Rate Schedule incorporated in this Tariff.

2.13 FERC

Federal Energy Regulatory Commission, a federal regulatory agency which regulates all wholesale power supply generation and transmission and other related services.

2.14 OFF-PEAK HOURS

Off-Peak Hours are the hours other than On-Peak Hours.

2.15 ON-PEAK HOURS

On-peak hours are those hours of the week when, for some Service Classifications, the Utility may charge higher rates for energy and/or Demand. The rates for the Utility's Customers may be higher because the cost of purchasing power from the Utility's wholesale provider is also higher. Off-peak hours are those hours when the Utility may charge a lower rate. On-peak hours are 6:00 AM to 10:00 PM Eastern Prevailing Time Monday through Friday, excluding holidays falling on weekdays. All other hours are off-peak hours.

2.16 PJM

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

2.17 POINT OF ATTACHMENT

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

2.18 POINT OF DELIVERY

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

2.19 PURCHASED POWER COST

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

2.20 RATE SCHEDULE

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

2.21 RESIDENCE²

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

2.22 RESIDENTIAL PROPERTY OWNER

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

2.23 RULES AND REGULATIONS

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

2.24 SECONDARY SERVICE

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

2.25 SERVICE

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

2.26 SERVICE CALL

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

2.27 SERVICE CLASSIFICATION

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

2.28 SUPPLY SERVICE CHARGES

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

2.29 TARIFF

1. The monetary rates applied by the City to electric service provided and the conditions of the electric service.
2. As used in these Rules and Regulations, "Tariff" also refers to those sheets in the "Service Classifications" section of this document.

² This definition is based on the 2006 IBC/IBR/IPMC International Building Code definition for "Dwelling Unit."

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3. The word "Tariff" also is used to refer to all of the rules and regulations governing the operation of the Electric Department and the supply of electric service. Consequently, "Tariff" is sometimes synonymous with "Rules and Regulations".

2.30 UTILITY

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

[Ord. No. 2020-13, § 2, 5-11-2020; Ord. No. 2023-19, § 3, 4-24-2023]

SECTION 3 APPLICATION AND CONTRACT FOR SERVICE

3.1 APPLICATION FOR SERVICE FOR OWNER OCCUPIED PROPERTIES

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

3.2 APPLICATION FOR SERVICE FOR NON-**OWNER OCCUPIED** PROPERTIES

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

3.3 RIGHT TO REJECT APPLICATION

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

3.4 ONE POINT OF DELIVERY

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

3.5 SERVICE AT NEW LOCATIONS

Service at new locations will be rendered only when all bills for Service to the Applicant/Customer at any other locations have been paid, or credit arrangements satisfactory to the City have been made. The Customer must also have made all deposits as may be required in Section 4 (Customer's Deposits) or Section 18 (Primary Extensions).

3.6 PERMANENT SERVICE CONTRACTS

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

3.7 TEMPORARY SERVICE

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

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

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

3.8 RIGHT-OF-WAY

3.8.A GENERAL

The Applicant(s) requesting Service shall furnish to the City suitable Right-of-Way for the installation and maintenance of facilities on, over, under and across the premises. Right-of-Way is for the purpose of providing Service to the Applicant(s) and to premises and other users in the vicinity. Right-of-Way Agreements are set forth on forms provided by the City. These Rights-of-Way shall grant the City permission to utilize locations and facilities which are suitable (in the City's sole discretion) for the installation of City facilities. The City will not begin field layout or construction of facilities until suitable Right-of-Way agreements have been executed.

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

Applicant shall be responsible for clearing all trees, tree stumps and other obstructions from the construction area as designated by the City and the said clearing to be completed in reasonable time to meet Service requirements to the City's satisfaction determined by the City at its sole discretion. The Right-of-Way construction area as designated by the City shall be graded to within six (6) inches of final grade before the City will commence construction. If subsequent to construction start-up, the City is

required to relocate or adjust any of its installed lines or change plans, the cost of such adjustments of relocation shall be borne by the Applicant, his successors or assigns.

The City shall construct, own, operate, and maintain distribution lines only along public streets, roads, and highways which the City has the legal right to occupy, and on public and private property across which Rights-of-Way and easements satisfactory to the City have been granted. Right-of-Way must be provided within a reasonable time and without cost to the City.

3.8.B REQUIRED PROPERTY INFORMATION

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

3.8.C TREE TRIMMING

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

3.9 NON-TRANSFERABILITY OF SERVICE

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

SECTION 4 CUSTOMER ADVANCE/ USAGE, IMPACT FEES AND DEPOSITS

4.1 GENERAL

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

4.2 RESIDENTIAL CUSTOMERS

4.2.A RESIDENTIAL CUSTOMERS WHO RENT PROPERTY

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

4.2.B RESIDENTIAL CUSTOMERS WHO OWN PROPERTY

Residential Customers who own the property associated with the electric account may not initially be charged a Deposit. However, if the Customer is delinquent in any two consecutive months after Service is initiated, a Deposit may be charged at the same rate as if the Customer is a renter. (See the Electric Fee Schedule) Service may be terminated for failure to pay the Deposit when requested. If the Customer fails to pay his bill, a lien may be placed against his property and his Service may be terminated in accordance with Section 5.6 and Section 16. On presentation of facts indicating that

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

4.3 COMMERCIAL CUSTOMERS

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

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

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

4.4 PROVISIONS FOR DEPOSITS

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

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

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

4.4.D **For commercial accounts only**, **At** the beginning of City's each fiscal year, the City may **consider** the return of the Deposits to Customers in good account standing. The City may return the Deposit to a Customer under the following conditions:

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

4.4.E At the termination of an account, the deposit will be applied to the customer's account final balance. Any remaining deposit shall be automatically refunded to customer.

4.5 ELECTRIC SYSTEM IMPACT FEES

Prior to the issuance of a building permit by the Code Official or other duly authorized representative, all developers or owners of newly constructed structures requiring Service may be charged the Impact Fee in accordance with the Electrical Fee Schedule. The City reserves the right to bar occupancy of any such structure and withhold Service until such time as the aforementioned Impact Fee is paid in full. The Impact Fee shall be used for construction, **maintenance**, and expansion of the City's electric system.

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

4.5.A Any structure that **does** not receive a certificate of occupancy, in accordance with this schedule, shall be ineligible for the impact fee waiver and shall pay the required Impact Fee in full prior to the issuance of a certificate of occupancy.

SECTION 5 PAYMENT TERMS

5.1 BILLING PERIOD

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

5.2 WHEN BILLS ARE PAYABLE

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

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

5.3 PAYMENTS OF DELINQUENT BILLS

The Customer may avoid Service termination for non-payment of bills by making payment of the total unpaid balance to the City cashier during the Hours of Operation (See Section 1.9) ~~or Extended Hours of Operation of the City Offices~~ prior to the close of business on the day prior to the scheduled disconnection. The City may give a grace period, ~~not to exceed three (3) Business days~~, for the payment of delinquent payments before disconnecting the Service. (See Section 5.7) Delinquent payments received at the City Offices or placed in the drop box after the close of business on the day prior to the scheduled disconnection may be subject to an administrative fee that must be paid prior to the restoration of Service. During non-hours of operation, delinquent payments may be made at the Customer Service Center at 119 South Walnut Street, Milford, DE 19963, 302-422-6616 during Extended Hours of Operation. (See Section 1.10)

5.4 ESTIMATED BILLS

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

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

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

5.5 RETURNED CHECKS

Checks given in payment for Utility Services, Customer Deposits, or reconnection charges which are returned to the City unpaid by the Customer's Bank, will result in an additional returned check charge per check, per occurrence (See **Electric** Fee Schedule). The return check charge shall be levied against the Customer's account. Upon the second occurrence of a returned check, the Customer shall be notified that they will be placed on a cash only basis for a period of one year.

5.6 AUTHORITY TO DISCONTINUE SERVICE FOR **NON-PAYMENT**.

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

5.7 DELINQUENT CHARGE INSTALLMENT AGREEMENT

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

The installment payment agreement constitutes a contract between the Customer and the City, which guarantees payment by the Customer for the amount of the agreement over the specified period. **Requests**

for installment payment agreements are subject to City approval and must be approved by the City's billing supervisor or designee.

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

5.8 BUDGET BILLING

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

In no case will the under-calculation of a projected bill absolve the Budget Billing Customer from paying for the actual amount of consumed energy. If the under collection is too great, then **with** the option of the City, monthly budget billing amounts can be increased at any time during the **eleven-month** budget billing period.

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

5.9 POST-DATED CHECKS

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

SECTION 6 ADMINISTRATION OF SERVICE CLASSIFICATION

6.1 LOAD INSPECTION

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

6.2 CHOICE OF SERVICE CLASSIFICATION

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

6.3 CITY ASSISTANCE

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

6.4 CHANGING SERVICE CLASSIFICATIONS

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

6.5 INTERDEPARTMENTAL BILLING

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

SECTION 7 CUSTOMER'S INSTALLATION

7.1 CUSTOMER'S WIRING

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

The City may delay the construction of an extension and/or Service until the Applicant (or Applicants) has completed the wiring and installation of equipment necessary to receive and use Service. The Customer's facilities at the Point of Delivery and the Service entrance shall be in accordance with the National Electrical Code (NEC)³, the National Electrical Safety Code (NESC)⁴, and the City's standards for such facilities.

7.2 DESCRIPTION OF INSTALLATION

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

7.3 ELECTRICAL INSPECTION

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

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

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

The City will further render permanent Service only after receipt of an executed Final Cut-in Card stating notice of approval issued by the duly recognized inspection agency. This card must be submitted to the City by the Customer's electrician. After the final Cut-in card has been received, the associated temporary account will be closed.

7.4 REVERSE PHASE RELAY

³ The National Electrical Code is a registered trademark of the National Fire Association.

⁴ The National Electrical Safety Code is a registered trademark of the Institute of Electrical and Electronics Engineers, Inc.

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

7.5 PHASE PROTECTION

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

7.6 MOTORS

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

7.6.A MOTORS, GENERAL

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

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

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

7.6.B MOTORS RESIDENTIAL

Single phase, 120-volt motors will be permitted providing the maximum starting current does not exceed 100 amperes. (Typically, 2 HP or 12,000 BTU/hr. air conditioner.) Single phase, 240 volt or 208-volt motors will be permitted, however, when the maximum starting current exceeds 150 amperes, the City shall be contacted for approval before purchasing equipment. A/C and heating equipment exceeding 100 amperes shall be a split-unit type with two or more compressor motors, interlocked so that no more than one motor can start at any one time. Three-phase, 208-volt service normally will not be supplied for residential service.

7.6.C MOTORS COMMERCIAL

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

7.6.D MOTORS INDUSTRIAL

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

7.6.E MOTOR PROTECTIVE DEVICES

All motors should be provided with devices that will protect the motor and circuit against overload or short circuit in any wire. Refer to the NEC for motor protection details. Motor equipped with reduced

voltage starters that cannot be safely subjected to full voltage at starting should be provided with a device to insure that on the failure of the supply voltage, the motor will be disconnected from the line or the starter returned to the "off" position, unless the motor is equipped with automatic restarting means. To prevent unnecessary shutdowns, it is recommended that this starter be equipped with a time delay feature to prevent the starter from dropping out and to permit the motor to continue to operate during a momentary voltage change.

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

7.6.F WELDERS

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

7.6.G GENERATORS

No Customer shall install any generation equipment without a written approval from a City's authorized representative. The City must always be consulted concerning the installation of any electric generating equipment. In all cases of emergency standby generation (Non-Cogeneration) a single operated break before make type double throw switch shall be installed between the generator and the City's supply, to prevent the generator from being connected to the City system at any time. Closed transition switching may be permitted after a Customer and equipment specific evaluation is made by the City. Portable generators may only be used with service conductors physically disconnected from the utility system.

7.7 RIGHT TO INSPECT

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

7.8 PROTECTION FOR COMPUTERS AND ELECTRONIC EQUIPMENT

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

7.9 POWER QUALITY

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

7.9.A WAVE FORM DISTORTION

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

7.9.B HARMONIC DISTORTION

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

7.9.C COMMUTATION NOTCHES

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

7.9.D STAGGERED STARTUPS

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

7.10 DAMAGE TO CITY'S SYSTEM

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

SECTION 8 SECONDARY SERVICES AND TRANSFORMER INSTALLATIONS

8.1 GENERAL

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

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

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

Only authorized City personnel are permitted to connect or disconnect a Customer's facility to the City's distribution system. The Customer or Customer's representative (electrician) should arrange with the City to have the meter disconnected prior to performing any modification to the Customer's electric Service. The

City will reseal the meter when the modification is complete. (See **Electric** Fee Schedule, for the appropriate charge) In the case when, in conjunction with electrical work on the Customer's facility, the meter has been disconnected without City involvement, a resealing fee will be applied (See Electric Fee Schedule, **Appendix 1**).

8.2 RESIDENTIAL OVERHEAD SERVICE

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

8.3 COMMERCIAL OVERHEAD SERVICE

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

8.4 UNDERGROUND SERVICE

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

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

8.5 RELOCATION OF SERVICE

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

If the City is required by any state or other public authority to relocate any portion of the City's distribution system, the Customer, at his expense, shall make the necessary changes in the location of his facilities for receiving Service. The City will attempt to negotiate with the state or other public authority to include the Customer's expenses for relocation, however, the City's failure to successfully negotiate with the state or other public authority shall not relieve the Customer's from the responsibility of the relocation expenses.

8.6 TRANSFORMER INSTALLATION

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

If the electricity supplied is metered at primary voltage, all required structures and/or vaults⁵ and electrical substation equipment, including protective devices, shall be installed, **owned**, and maintained by the Customer.

⁵ The City's policy is to avoid the use of vaults in new construction. New services will be rendered in vaults as an exception and at the sole discretion of the City.

8.7 DISCONTINUED SERVICE

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

8.8 SUPPLY VOLTAGES

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

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

Phase	Volts
Single Phase 3 Wire	120/240 Volts
Single Phase 3 Wire	120/208 volts (Network)
Three Phase 4 Wire	208Y/120 volts
Three Phase 4 Wire	480Y/277 volts

8.9 METERS

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

8.10 TREE TRIMMING

Rights-of-way granted to the City shall grant the City the Right to trim and/or clear trees and other obstructions, as it deems necessary. The City will also have the right to require the Customer at his expense to have his own contractor trim and/or clear trees or other obstructions to the satisfaction of the City when, in the City's judgment, such trees or other obstructions threaten the integrity of the City's electric lines or equipment, or other property owner's property. In such cases, the Customer will be given 10 fair-weather⁶ days to rectify the situation. However, when such overgrown trees or other obstructions create an imminent danger to the City's electric lines or equipment or other property owner's property, without providing any notice to the Customer, the City reserves the right to disconnect the Customer's service (see Section 16), trim and/or clear the trees and other **obstructions and** reconnect the Customer. In such cases, the City will bill the Customer for these services **including** tree trimming. (See Chargeable Service Call and Reconnect Charges in the **Electric** Fee Schedule).

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

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

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

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

SECTION 9 METER INSTALLATIONS

9.1 METER SOCKETS SUPPLIED BY CUSTOMER

Residential meter sockets shall be of a type approved by the City and shall be procured by and installed by the Customer. The Customer is responsible for maintaining the meter socket in a safe and workmanlike operating manner. The City reserves the right to disconnect Services within ten fair-weather⁷ days of notification to an Applicant or Customer whose socket(s) are not maintained in a safe and workmanlike operating manner.

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

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

9.2 METERS SUPPLIED BY THE CITY

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

9.3 METER LOCATIONS

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

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

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

9.4 RIGHT TO REMOVE CITY'S EQUIPMENT

⁷ In the case when inclement weather during the **ten-day** period prevents a reasonable effort to rectify the situation, the Customer may apply for an extension of time. In such cases the City may grant an extension that will include at least ten "fair-weather" days. A fair-weather day is defined as a day when, in the opinion of the City, weather conditions permit sufficient opportunity for the required work to be accomplished.

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

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

9.5 REVERSE REGISTRATION

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

9.6 PERIODIC TEST SCHEDULE

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

9.7 REMOTE AUTOMATIC READING DEVICES

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

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

9.8 ELECTRIC PULSE INITIATOR

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

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

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

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

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

If the pulse initiator, contacts, fuses, or conductors that transmit data to the Customer fail, the City does not guarantee continuity and shall not be responsible for loss of pulses and no adjustment to the bill will be made. Should loss of pulses occur frequently, the City may terminate offering data pulses or the Customer

may elect to install his own initiator equipment at his cost which would be under his own control and maintenance.

9.9 MOBILE METER READING DEVICES

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

9.10 CAPACITY OF METERS

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

9.11 METER RELOCATION

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

9.12 BROKEN METER SEALS

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

SECTION 10 ADJUSTMENT OF CHARGES

10.1 FAST WATT-HOUR METER

Whenever a watt-hour meter in service is found, upon tests made by the City, to have a positive average error, that is, when it over-registers or is fast, in excess of two percent (2%), the City shall credit or refund to the Customer an amount equal to the excess paid for the kilowatt-hours incorrectly metered. The refund shall be for the period that the Customer received Service through the meter, but for not more than the periods established below:

10.1.A KNOWN DATE OF ERROR

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

10.1.B UNKNOWN DATE OF ERROR

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

10.2 SLOW OR STOPPED METER

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

to meter, or unauthorized overload, such an estimate for a slow or stopped meter may cover a period of not more than three (3) years.

10.3 DEMAND METER

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

<u>Meter Type</u>	<u>Limits of Accuracy</u>
Integrated Demand Meters	+/- 2% of full-scale reading

10.4 REQUEST FOR METER TESTS

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

10.5 ADJUSTMENTS FOR INCORRECT BILLINGS

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

10.6 ROUTINE METER TESTING

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

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

SECTION 11 CONTINUITY OF SERVICE BY CITY

11.1 CITY LIABILITY

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

amount of loss to a Customer and the City's liability shall not include consequential, incidental, punitive, **exemplary**, or indirect costs and/or damages.

11.2 NOTICE OF TROUBLE

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

11.3 PREARRANGED INTERRUPTION OF SERVICE

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

SECTION 12 CUSTOMER'S USE OF SERVICE

12.1 RESALE FORBIDDEN

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

12.2 FLUCTUATIONS

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

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

12.3 UNBALANCED LOADS

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

12.4 TRANSIENT VOLTAGES

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

12.5 SUPERIMPOSING ELECTRIC SIGNALS ON THE CITY'S ELECTRIC SYSTEM

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

12.6 POWER FACTOR

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

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

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

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

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

12.7 USE OTHER THAN STATED IN CONTRACT

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

12.8 CHARACTERISTICS OF SERVICE

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

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

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

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

12.9 CHANGE OF INSTALLATION AND SERVICE OVERLOAD

The Customer shall give immediate written notice to the City of any proposed substantial increase or decrease **in or** change of purpose or location of his installation. The Service connection, transformers, **meters**, and equipment supplied by the City for each Customer have a definite capacity and no additions to the equipment or load connected thereto will be permitted except by written consent of the City. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or their auxiliary apparatus or the transformers or wires of the City caused by the additional or changed installations.

12.10 LIMITATION OF USE

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

SECTION 13 DEFECTS IN CUSTOMER'S INSTALLATION

13.1 CITY'S RIGHT TO INSPECT

The City shall have the right, but shall not be obliged, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with the City's standard requirements.⁸ However, such inspection, or failure to inspect, or to reject, shall not render the City liable or responsible for any loss or damage, resulting from defects in the installation, wiring or appliances, or from violation of City rules, or from accidents which may occur upon the premises of the Customer.

13.2 DEFECTIVE INSTALLATIONS

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

13.3 CUSTOMER'S RESPONSIBILITY

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

13.4 CITY LIABILITY

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

SECTION 14 ACCESS TO PREMISES

14.1 ACCESS TO PREMISES

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

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

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

The City must attempt to maintain the integrity of its electric lines through periods of winds and **storms**. The City may trim any portion of a tree within (50) fifty feet of electric lines. The City is the sole judge of the need to trim branches or remove trees to protect the integrity of its facilities. However, the City will provide

⁸ The City's standard building requirements are in accordance with the 2006 IBC/IRC/IPMC International Building Code.

advance notice, to the maximum extent possible, to the occupants/owners of the premises about the date and time when the City is planning to trim branches or remove trees.

14.3 PENALTY FOR NON-ACCESSIBILITY OF METER

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

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

SECTION 15 TAMPERING WITH AND THEFT OF CITY PROPERTY

15.1 TAMPERING EXPRESSLY FORBIDDEN

No person except a duly authorized representative of the City shall make any connection or disconnection, either temporary or permanent between Service load of the Customer and Service wires of the City; or set, change, remove or interfere with or make any connections to the City's meter or other property or any wiring between the City's meter and the Service wires of the City. By taking Service from the City, the Customer agrees to respect the integrity of the meter seal.

15.2 THEFT OF CITY PROPERTY

No person shall commit theft of Services that are owned by or billed to the City. Theft of Services is obtaining Services owned by or billed to the City by deception, threat, coercion, stealth, tampering or use of false token or device. For purposes of this section, "tampering" includes, but is not limited to, making a connection of any wire, electronic device, conduit or device to any Service, electrical outlet, or transmission line owned by or billed to the City. No person shall be in violation of this section if the service is expressly stated to be for use by the public, or for any act that was expressly authorized by a duly authorized representative of the City.

15.3 LIABILITY FOR TAMPERING OR THEFT OF CITY PROPERTY

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

Any person found committing and act of theft of services as provided under Section 15.2 shall be subject to a penalty **in accordance with the Electric Fee Schedule** for each violation. Furthermore, the person may be reported to the police for potential criminal charges.

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

[Ord. No. 2015-24, § 1, 9-28-2015]

SECTION 16 CITY'S RIGHT TO DISCONTINUE SERVICE

16.1 RIGHT TO DISCONTINUE SERVICE

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

16.1.A WITHOUT PRIOR NOTICE

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

16.1.B WITH PRIOR NOTICE

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

16.1.C TIMING FOR NOTICE AND SERVICE TERMINATION

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

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

16.2 SERVICE DISCONNECTION DURING EXTREME CONDITIONS

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

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

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

No Service shall be disconnected if any occupant of a Dwelling Unit shall be so ill that termination of Service shall affect his health or recovery, which has been certified by a statement from a licensed physician and

received by an authorized employee of the City empowered to collect bills. (See Section 16.4 Medical Priority Policy)

16.3 LOAD LIMITING DEVICES

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

16.4 MEDICAL PRIORITY POLICY

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

16.5 RECONNECTION CHARGES

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

16.6 AFTER HOURS RECONNECTION CHARGES

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

SECTION 17 DISCONTINUANCE OF SERVICE BY CUSTOMER

17.1 NOTICE TO DISCONTINUE

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

17.2 COMPLETION OF TERM

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

17.3 FINAL BILL

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

SECTION 18 PRIMARY EXTENSIONS

18.1 GENERAL

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

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

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

18.2 DISTRIBUTION LINE EXTENSION POLICY

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

18.2.A RESIDENTIAL - SINGLE FAMILY DWELLINGS

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

18.2.B NON-RESIDENTIAL⁹

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

In the event that the Customer is a primary metered Customer, served under the appropriate Service or Rate Schedule, then the City's responsibility and ownership will terminate at the point of Metering. Any work performed by the City beyond the point of metering under a separate agreement with the Customer will remain the property of the Customer and the Customer will be responsible for the maintenance of these facilities. If the Customer desires, he may contract with the City to maintain his facilities and the City may perform the maintenance at the Customer's costs.

18.2.C RESIDENTIAL SUB-DIVISION

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

SECTION 19 PURCHASE POWER COST ADJUSTMENT (PPCA)

19.1 GENERAL

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

SECTION 20 GENERAL COST ADJUSTMENT

20.1 APPLICABILITY

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

As deemed necessary by the City Manager, bills rendered under all Service Classifications of this Tariff may be increased to offset any new or increased special taxes, licenses, franchise fees, rentals, or assessments

⁹ "Non-Residential" includes Commercial and Industrial customers.

imposed by any governmental authority against the City in the distribution or sale of electrical energy or its electrical operations or production or sale of electrical energy or the receipts or earnings there from. The City Manager will also have the right to include the GCA in the bills rendered to Customers to reflect the changes in the City's budgeted or actual Operating Expenses. The GCA will be limited to **an** increase in the Operating Expenses by maximum of ten percent (10.0%).

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

SECTION 21 DELAWARE PUBLIC UTILITY TAX

21.1 STANDARD TAX

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

21.2 WITH MANUFACTURER'S DISCOUNT

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

SECTION 22 GREEN/RENEWABLE ENERGY FUND PROGRAM

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

SECTION 23 AGGREGATION OF RETAIL CUSTOMER DEMAND RESPONSE

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

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

SECTION 24 **SERVICE CLASSIFICATIONS AND SCHEDULES**

24-1. RES—RESIDENTIAL SERVICE SCHEDULE

1. AVAILABILITY

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

2. TERM OF SERVICE

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

3. MONTHLY RATES

See Electric Fee Schedule

4. BILLING PERIOD

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

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

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

6. GENERAL COST ADJUSTMENT

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

7. GREEN/RENEWABLE ENERGY FUND RATE

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

8. MONTHLY FACILITIES CHARGE

A MONTHLY CHARGE TO COVER THE FIXED COST OF SUPPLYING POWER TO A CUSTOMER.

9. MINIMUM CHARGE

The minimum monthly charge shall be the MONTHLY FACILITIES CHARGE. MINIMUM CHARGE SHALL NOT BE PRORATED.

10. LOAD MANAGEMENT

The City encourages its Customers to implement renewable energy and load management resources.

11. RULES AND REGULATIONS

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

24-2. SGS—SMALL GENERAL SERVICE SCHEDULE

1. AVAILABILITY

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

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

This rate is available to any Customer having a maximum monthly usage of less than 3,500 KWH and desiring Service at secondary voltage as defined in Section 12.8 of the Rules and Regulations. Any Customer taking Service under this Service Classification whose KWH usage for any four consecutive billing months is equal to or exceeds 3,500 KWH shall be automatically transferred to Service

Classification MGS, effective with the next succeeding billing month. Any Customer so transferred shall remain on MGS for at least 12 billing months, even though the Customer's monthly usage in succeeding billing months may be less than 3,500 kWh. After 12 billing months, at the Customer's request or when the City observes that the Customer has not exceeded 3,500 KWH upon a periodic review of the Customer's records, the Customer will be transferred back to this Service Classification (SGS) provided that the Customer has not used more than 3,500 kWh for any two consecutive billing months within the most recent 12 months.

2. TERM OF SERVICE

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

3. MONTHLY RATES

See Electric Fee Schedule

4. BILLING PERIOD

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

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

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

6. GENERAL COST ADJUSTMENT

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

7. GREEN/RENEWABLE ENERGY FUND RATE

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

8. MONTHLY FACILITIES CHARGE

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

9. MINIMUM CHARGE

The minimum charge shall be the MONTHLY FACILITIES CHARGE. Minimum charge shall not be prorated.

10. LOAD MANAGEMENT

The City encourages its Customers to implement renewable energy and load management resources.

11. AGRICULTURAL IRRIGATION USAGE

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

12. PUBLIC UTILITIES TAX

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

13. RULES AND REGULATIONS

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

24-3. MGS—MEDIUM GENERAL SERVICE SCHEDULE

1. AVAILABILITY

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

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

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

2. TERM OF SERVICE

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

3. MONTHLY RATES

See Electric Fee Schedule

4. BILLING PERIOD

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

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

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

6. GENERAL COST ADJUSTMENT

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

7. GREEN/RENEWABLE ENERGY FUND RATE

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

8. MONTHLY FACILITIES CHARGE

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

9. MINIMUM CHARGE

The minimum charge shall be the MONTHLY FACILITIES CHARGE. Minimum charge shall not be prorated.

10. MEASURED DEMAND

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

11. BILLING DEMAND

The billing demand for each billing month shall be the maximum measured demand as created during each month.

12. LOAD MANAGEMENT

The City encourages its Customers to implement renewable energy and load management resources.

13. AGRICULTURAL IRRIGATION USAGE

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

14. PUBLIC UTILITIES TAX

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

15. RULES AND REGULATIONS

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

24-4 LGS—LARGE GENERAL SERVICE SCHEDULE

1. AVAILABILITY

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

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

2. TERM OF SERVICE

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

3. MONTHLY RATES

See Electric Fee Schedule

4. BILLING PERIOD

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

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

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

6. GENERAL COST ADJUSTMENT

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

7. GREEN/RENEWABLE ENERGY FUND RATE

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

8. MEASURED DEMAND

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

9. ON-PEAK AND OFF-PEAK HOURS

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

10. POWER FACTOR

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

11. BILLING DEMAND (TIME-OF-USE)

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

12. MONTHLY FACILITIES CHARGE

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

13. MINIMUM CHARGE

The minimum monthly charge shall be the MONTHLY FACILITIES CHARGE. MINIMUM CHARGE SHALL NOT BE PRORATED.

14. LOAD MANAGEMENT 

The City encourages its Customers to implement renewable energy and load management resources.

15. AGRICULTURAL IRRIGATION USAGE

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

16. PUBLIC UTILITIES TAX

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

17. RULES AND REGULATIONS

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

24-5. GSP—GENERAL SERVICE-PRIMARY VOLTAGE SCHEDULE

1. AVAILABILITY

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

2. TERM OF SERVICE

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

3. MONTHLY RATES

See Electric Fee Schedule

4. BILLING PERIOD

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

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

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

6. GENERAL COST ADJUSTMENT

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

7. GREEN/RENEWABLE ENERGY FUND RATE

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

8. MEASURED DEMAND

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

9. ON-PEAK HOURS

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

10. POWER FACTOR

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

11. BILLING DEMAND (TIME-OF-USE)

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- The Billing Demand shall be the maximum Measured Demand during On-Peak Hours in each month.
12. MONTHLY FACILITIES CHARGE
A monthly charge to cover the fixed cost of supplying power to a Customer.
 13. MINIMUM CHARGE
The minimum monthly charge shall be the MONTHLY FACILITIES CHARGE. MINIMUM CHARGE SHALL NOT BE PRORATED.
 14. LOAD MANAGEMENT
The City encourages its Customers to implement renewable energy and load management resources.
 15. AGRICULTURAL IRRIGATION USAGE
If a part of the power supplied, under this rate schedule, is used for commercial agricultural irrigation purpose, such consumption will not be used for changing the rate classification of the Customer.
 16. PUBLIC UTILITIES TAX
In addition to the charges stated in this Service Classification, including Purchased Power Cost Adjustment charges, the current Delaware Public Utilities Tax will be applied to the total bill for all non-residential Services, unless the Customer is exempt from such tax. Manufacturing facilities may be eligible for a reduced rate. (Reference: Section 21)
 17. RULES AND REGULATIONS
The City's Rules and Regulations shall govern the supply of Service under this Service Classification.

24-6. SCS—SPECIAL CONTRACT SERVICE-PRIMARY VOLTAGE SCHEDULE

1. AVAILABILITY
This rate applies to customers throughout the territory served by the City. Service will be rendered through a single metering installation under this rate schedule for lighting and/or power requirements of offices, institutions, and professional, commercial, or industrial establishments at primary voltage when the Customer has executed an Electric Service Agreement with the City for full requirements Service with a term of at least five years, and the Customer owns and maintains the required transforming, switching, and protection equipment, and expected peak loads will be greater than 500 kW.
2. TERM OF SERVICE
Service under this Service Schedule is available for the initial term and subsequent renewal terms as stated in the Electric Service Agreement. Upon expiration or cancellation of the Service Agreement, continued Service will be available under the appropriate Service Schedule then in effect.
3. MONTHLY RATES
See Electric Fee Schedule
4. BILLING PERIOD
Rates are stated on a monthly basis and bills are rendered monthly following the supply of Service based on the rate stated herein.
5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE
All kilowatt-hours billed under this service classification may be subject to Purchased Power Cost Adjustment (PPCA charges. (Reference: Section 19)

6. GENERAL COST ADJUSTMENT

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

7. MEASURED DEMAND

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

8. GREEN/RENEWABLE ENERGY FUND RATE

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

9. ON-PEAK HOURS

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

10. POWER FACTOR

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

11. BILLING DEMAND (TIME-OF-USE)

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

12. MONTHLY FACILITIES CHARGE

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

13. MINIMUM CHARGE

The minimum charge shall be the MONTHLY FACILITIES CHARGE. MINIMUM CHARGE SHALL NOT BE PRORATED.

14. LOAD MANAGEMENT

The City encourages its Customers to implement renewable energy and load management resources.

15. PUBLIC UTILITIES TAX

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

16. RULES AND REGULATIONS

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

24-7 PL—PRIVATE AREA LIGHTING SCHEDULE

PL—PRIVATE AREA LIGHTING SCHEDULE

1. AVAILABILITY

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

2. CHARACTER OF SERVICE

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

3. TERM OF SERVICE

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

4. BILLING PERIOD

Rates are stated on a monthly basis and bills are rendered monthly following the supply of Service based on the Rate Table presented below in Section 7.

5. DESCRIPTION OF EQUIPMENT TO BE SUPPLIED

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

6. TERMS AND CONDITIONS OF SERVICE

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

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- k. All Private Area Lighting installations must be accessible to the City's maintenance trucks and personnel for revamping and repairs.
 - l. The City reserves the right to discontinue Service where cost of Service is excessive because of vandalism or other reasons.
7. Rate Schedules by equipment installation

See Electric Fee Schedule

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

8. GENERAL COST ADJUSTMENT

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

9. GREEN ENERGY FUND RATE

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

10. RULES AND REGULATIONS

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

11. PUBLIC UTILITIES TAX

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

24-8. AGR—AGRICULTURAL SERVICE SCHEDULE

1. AVAILABILITY

This rate applies throughout the territory served by the City of Milford. Electric service will be rendered through a single metering installation for the general lighting and/or power requirements of active farms where the primary purpose of energy delivered is for the preparation of livestock.

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

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

2. TERM OF SERVICE

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

3. MONTHLY RATES

See Electric Fee Schedule

4. BILLING PERIOD

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

5. PURCHASED POWER COST ADJUSTMENT CHARGE (PPCA) CHARGE

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

6. GENERAL COST ADJUSTMENT

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

7. GREEN/RENEWABLE ENERGY FUND RATE

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

8. MONTHLY FACILITIES CHARGE

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

9. MINIMUM CHARGE

The minimum charge shall be the MONTHLY FACILITIES CHARGE. Minimum charge shall not be prorated.

10. MEASURED DEMAND

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

11. BILLING DEMAND

The billing demand for each billing month shall be the maximum measured demand as created during each month.

12. LOAD MANAGEMENT

The City encourages its Customers to implement renewable energy and load management resources.

13. PUBLIC UTILITIES TAX

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

14. RULES AND REGULATIONS

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

24-9. EDR—ECONOMIC DEVELOPMENT RATE SCHEDULE

1. PURPOSE

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

2. AVAILABILITY

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

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

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

3. DEFINITIONS

- 3.1 New Load - For a New Customer, New Load is the total Metered Demand and Energy attributable to initial permanent Service. For an Expansion Customer, New Load is the net demand and energy attributable to the expansion, as determined by the City.
- 3.2 Investment Unit - An investment Unit is equal to 1 non-seasonal, full-time job or \$100,000 in capital investment.
- 3.3 Operational Date - The Operational Date for a New or Expansion Customer shall be the first day of full operation of the new or expanded facility. In no event, however, shall the Operational Date be later than 2 years after the New Customer or Expansion Customer applies for the discount available under this Rate.

4. DETERMINATION OF THE DISCOUNT

After the receipt of the Customer's application, the City and the Customer will negotiate the Discount to be given to the Customer for his New Load. The period for which the Discount will be applied will also be negotiated.

5. APPLICATION OF DISCOUNT

The Discount will be applied to the total bill, before the application of the Delaware Utility Tax, for Service of the New Load of the New Customer or Expansion Customer during the periods specified below as long as the New Customer or Expansion Customer remains eligible for the Discount under this Rate.

6. SERVICE AGREEMENT

A New Customer or Expansion Customer shall execute a Service Agreement with the City providing that, for the period during which Discount is provided under this Rate, a minimum of 5 years, the New Customer or Expansion Customer shall purchase its total electric requirements from the City. At the City's sole discretion, a New Customer or Expansion Customer may be able to increase the Discount available under this Rate by executing a Service Agreement providing that the New Customer or

Expansion Customer shall purchase its total electric requirements for a longer period commensurate with the amount of the Discount sought.

7. GENERAL PROVISIONS

A New Customer or Expansion Customer must submit a written application to the City for the Discount under this Rate and such application must be approved by the City before the Operational Date. The application must include a description of the amount and source of the New Load and the basis on which the New Customer or Expansion Customer believes itself to be eligible for Discount under this Rate.

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

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

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

8. LOSS OR REDUCTION OF NEW LOAD

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

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

9. OTHER TERMS AND CONDITIONS

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

24-10. EXTRA FACILITIES SCHEDULE

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

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

"Extra Facilities" shall include but not be limited to such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, or other equipment installed for the

exclusive use of the contracting Customer, in addition to the facilities which the City furnishes to the Customer without cost under its other Rate or Service Schedules.

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

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

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

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

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

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

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

If an existing Extra Facility must be modified or replaced, whether such modification or replacement is requested by the affected Extra Facility Customer, then the installed cost of Extra Facilities on which the monthly Extra Facilities Charge is based shall be the installed cost of existing equipment, plus the installed cost of new additions, less the installed cost of equipment removed. The installed cost of existing equipment shall be the same installed cost used for the said equipment immediately prior to the modification or replacement. The installed cost of new additions shall be the current market price of the said new additions at the time the new additions are installed. The installed cost of equipment removed shall be the same installed cost used for the said equipment immediately prior to removal.

24-11. VGRE—VOLUNTARY GREEN/RENEWABLE ENERGY SCHEDULE

1. AVAILABILITY

Available to all retail Customer Classes for the purchase of all or a portion of a Customer's energy requirements. The Customer must apply for this Service by submission of the CUSTOMER APPLICATION FOR VOLUNTARY SUBSCRIPTION TO PURCHASE RENEWABLE ENERGY attached to this Tariff as Appendix 1.

2. CHARACTER OF SERVICE

Service will be provided to those Customers who volunteer to receive their energy from Green/Renewable Energy Resources. Customers can take service in Blocks consisting of 100 kWh per

Block. "Green/Renewable/ Energy" means electrical energy generated by means of a low- or zero-emissions generation technology that has substantial long-term production potential and may include, without limitation, solar, wind, hydropower, ocean energy, geothermal, landfill gas, anaerobically-digested waste biomass or fuel cells that are not fossil fueled, and any other generation technology approved by the State of Delaware. Green/Renewable Energy does not include any fossil fuel or nuclear energy.

The amount of power subscribed to by the Customer shall be set out in an Application for the VGRE Rate, which is attached hereto as Appendix 1.

3. TERM OF SERVICE

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

4. MONTHLY RATES

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

5. MONTHLY MINIMUM

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

6. OTHER TERMS AND CONDITIONS

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

7. PUBLIC UTILITY TAX

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

RETAIL CUSTOMERS DEMAND RESPONSE AGGREGATION

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

ANCILLARY SERVICES PROVIDED BY DEMAND RESPONSE RESOURCES

1. The City or any entity that applies to be an authorized Curtailment or Demand Response Service Provider and is subsequently approved by the City Manager or his designee is permitted to bid demand response on behalf of the Customers served by the City directly into PJM for energy imbalance, spinning reserves, supplemental reserves, reactive power and voltage control, or

regulation and frequency response Ancillary Services or their functional equivalent as defined in the PJM's Open Access Transmission Tariff.

2. Customers served by the City wishing to bid their demand response into PJM for energy imbalance, spinning reserves, supplemental reserves, reactive power and voltage control, or regulation and frequency response ancillary services or its functional equivalent may do so by participating in the program established by the City or with a Curtailment or Demand Service Provider duly approved in advance by the City.

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

1. PREREQUISITE

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

2. PURPOSE

The purpose of these Technical Considerations relating to interconnection of on-site distributed generation ("Distributed Generation") and parallel generation requirements is to clearly state the terms and conditions that govern the interconnection and parallel operation of on-site Distributed Generation, in order to:

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

3. APPLICABILITY

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

4. DEFINITIONS

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

Customer—Any adult person, partnership, association, corporation, or other entity: (i) in whose name a service account is listed, (ii) who occupies or is the ratepayer for a premises, building, structure, etc., and (iii) who is primarily responsible for payment of bills. A Customer includes anyone taking Delivery Service or combined Electric Supply and Delivery Service from the City

under one Service classification for one account, **premises**, or site. Multiple premises or sites under the same name are considered multiple Customers.

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

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

Grid—The interconnected arrangement of lines and transformers that make up the City's electric power system. IEEE Standard 929—IEEE Standard entitled Recommended Practice for Utility Interface of Photovoltaic (PV) Systems, P929 Draft 11, dated July, 1999, or subsequent approved revision thereof.

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

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

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

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

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

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

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

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

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

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

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

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

5. INTERCONNECTION APPLICATION

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

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

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

7. PRE-INTERCONNECTION STUDIES

- A. In many instances the City will wish to conduct a service study, coordination study, or facilities impact study prior to interconnection of a Distributed Generation unit. In instances where such studies are deemed necessary, the scope of such studies shall be based on the characteristics of the particular Distributed Generation unit to be interconnected and the proposed point of interconnection.
- B. A Generator Owner who qualifies under the special NMS Rider Tariff and all generators less than 25kW are exempt from the pre-interconnection study requirement.
- C. Completion of Pre-interconnection Study - Upon completion of the interconnection study, the City will notify the Generator Owner that his application has been approved or indicate insufficient detail why the application cannot be approved. The conducting of such pre-interconnection studies shall not unduly delay the interconnection of the Distributed Generation. In no event will such studies take longer to complete than 4 weeks after receipt of signed Customer application and Customer submittal of all required data.
- D. Pre-interconnection Study Fee - The City will perform a pre-interconnection study without charge up to the typical and customary cost that the City would expend for the study work of similar type of Customer interconnection. If the cost to the City is expected to exceed this typical and customary amount, or if multiple submittals by the Generator Owner are necessary, the City will advise the Generator Owner of the expected cost of such study work by the City before such work begins. The Generator Owner will be responsible for payment of all costs above the typical and customary amount.

8. NETWORK INTERCONNECTION OF DISTRIBUTED GENERATION

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

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

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

each application, given the unique arrangements and characteristics of both the Generator Owner and the City systems at the point of the interconnection.

10. CONNECTION APPROVAL

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

11. INTERCONNECTED GENERATION SITE WARNING LABEL

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

12. DISCONNECTION AND RECONNECTION

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

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

13. TERMINATION

The Generation Owner may terminate the approved Interconnection Application at any time upon thirty (30) days of providing a written notice to the City. The City may terminate the Interconnection Application for a cause after 60 days written notice to the Generator Owner of a material violation of the terms of the approved Interconnection Application and after the

Generator Owner has had a reasonable opportunity to remedy the violation. The Generator Owner must give the City notice that it intends to permanently shut down **its** generation.

14. PRIVILEGED COMMUNICATIONS CONCERNING PROPOSED DISTRIBUTED GENERATION PROJECTS

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

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

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

16. APPROVAL FOR INTERCONNECTION

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

A. GENERAL INTERCONNECTION AND PROTECTION REQUIREMENTS

1. The Generator Owner's generation and interconnection installation must meet all applicable national, state, and local construction and safety codes.
 - a. The Generator Owner's generator shall be equipped with protective hardware and software designed to prevent the generator from energizing one of the City's de-energized circuits. The Generator Owner's generator must automatically disconnect from the City's system if the Grid source is lost, **irrespective** of connect loads or other generators.
 - b. The generator shall be equipped with the necessary protective hardware and software designed to prevent sustained parallel operation of the generating equipment with the City's system unless the system service voltage and frequency are within acceptable magnitudes as defined in Section 15.
 - c. Pre-approved equipment shall be accepted as part of an interconnection proposal without the need to re-review the equipment itself. However, the application, design and setting of pre-approved units and/or equipment must be reviewed and coordinated according to the unique needs of the specific location of the proposed installation. Where a complete unit or system has been pre-approved, only location-specific issues will typically need to be reviewed.

-
- d. The Generator Owner shall be responsible for protecting its own generating and interconnection equipment in such a manner so that City system outages, short circuits, single phasing conditions or other disturbances including zero sequence currents and Ferro resonant over-voltages do not damage the Generator Owner's generating equipment. The protective equipment shall also prevent excessive or unnecessary tripping that would adversely affect the City's service reliability to other Generator Owners and Customers.
 - e. The generator and interface protection schemes shall be continuously monitored and **functioning**, and the generator shall immediately disconnect from the City's system for any condition that would make the protection scheme inoperable.
 - f. The operating power required for the protection and control schemes for the generator and the control power used to disconnect the generator from the City must not be dependent on the City grid power.
 - g. Where multiple generators are connected to the system through a single point of common coupling, the sum of the ratings of the generators will be used to determine the applicability of these guidelines. Protection scheme performance with one or more units **offline** will have to be considered.
 - h. Applicable circuit breakers or other interrupting devices at the Generator Owner's facility must be capable of interrupting the maximum available fault current at the site, including any contribution from the Owner's generator(s).
 - i. The Generator Owner will furnish and install a manual disconnect device which, when opened, will have the effect of isolating the generator from the City's system. The disconnect device shall have a visual break (a disconnect switch, a draw-out breaker, fuse block, etc. as appropriate to the voltage level), will, at times, be accessible to the City's personnel, and shall be capable of being locked in the open position via a City padlock. The City shall use reasonable efforts to utilize padlocks of a size consistent with typical manufacturer's specifications. The Generator Owner shall follow the City's switching, clearance and tagging procedures which the City shall provide and attach the Warning Label noted in Section 11.
 - (1) On generation installations of 25kW or less, the Generator Owner may elect not to install a manual disconnect switch provided that the meter can be safely "pulled" by the City to isolate the generation equipment from the City's System. If the Generator Owner elects not to install a manual disconnect device, the Generator Owner assumes all risks and consequences when a meter must be "pulled" to disconnect the generator thereby also interrupting electric service to the Customer.
 - j. The design, procurement, installation, and maintenance of the equipment at the Generator Owner's site is the responsibility of the Generator Owner and at the Generator Owner's expense.
 - k. Any necessary enhancements or improvements needed within the City's system and/or at the Customer sites to accommodate the parallel

interconnection of the Generator Owner's generation will be at the Generator Owner's expense.

- l. The Generator Owner has full responsibility and liability for the safe and proper operation of their equipment and the power originating from their generator. The Generator Owner is also responsible for synchronizing their generator(s) with the City's system and maintaining synchronous operation.
- m. The Generator Owner must immediately cease parallel operation upon notification by the City if such operation is determined to be unsafe, interferes with the supply of service to other Customers, or interferes with the City's system maintenance or operation.
- n. The City reserves the right to specify the type of transformer connection (e.g., delta-delta, wye-delta, wye-wye) that will be employed for all multiphase interface transformers consistent, where reasonable, with the Generator Owner's power system.

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

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

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

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

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

- 2. On three phase generator installations, full three phase voltage sensing should be employed. Voltages must be sensed on the high side of any interface transformer if the transformer high voltage winding is ungrounded.
- 3. The Generator Owner may reconnect to the grid when the system voltage returns to normal range and is stabilized as defined in Section III, Definitions.
- 4. Flicker - The Generator Owner shall not cause excessive voltage flicker on the company's system. This flicker shall not exceed the "Borderline of

Irritation" curve, Fig. 10.3, as defined in IEEE Std 519-1992, Recommended Practices and Requirements for Harmonic Control in Electric Power Systems. Lower levels of flicker may be required in areas where equipment such as computers and instrumentation are impacted.

5. Frequency - The operating frequency of the generating equipment shall not deviate more than the values noted in the table below.

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

Note: Trip time refers to the time between when the abnormal frequency condition occurs, and the generator being disconnected from the City.

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

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

10. To the extent that a Generator Owner's power factor at the Point of Common Coupling falls below 0.9 lagging as a direct result of the installation of the generating unit(s), the Generator Owner must obtain,

install, and maintain, at his expense, corrective apparatus that compensates for the drop in power factor caused by the installation of the generator.

11. Current - In some cases, directional over-current protection may be required to limit fault current flowing onto the Grid in the event of a line fault. DC inverters that are incapable of producing fault current do not require directional over-current protection.
12. Inverter systems should not inject DC current greater than 0.5% of rated inverter output in the AC interface point under either normal or abnormal conditions.
13. Fault and Line Clearing - The Generator Owner shall automatically disconnect from the City's system during electrical faults to the City's electrical system and upon loss of the City's electric source. The Generator Owner may reconnect when the system voltage and frequency return to normal range and is stabilized as defined in Section III, Definitions. Detection of the loss of the City's primary electric system, where the Generator Owner is operating on an island with other Customer load, becomes increasingly difficult as the level of dispersed generation on a feeder approaches the connected load. For generating units 25kw and below, the over/under voltage and over/under frequency settings described previously along with the anti-islanding provisions of IEEE 929/UL 1746 inverters, should be sufficient to satisfy this provision. For units greater than 25kw the voltage and frequency set-points are to be adjustable, with the actual setting determined by the City based on the electrical characteristics of the generator and the City's electrical system. In addition, additional protection such as power directional or directional overcurrent functions may be required. For units 500kw or larger, a direct tripping scheme to trip the generator upon loss of the City's feeder may be required by the City. This decision will be based on the saturation of Distributed Generation on a particular feeder circuit and in those cases where under voltage or under frequency sensing may not adequately detect loss of the City source.
14. Automatic Reclosing - The Generator Owner is responsible for protecting his equipment from the effects of switching or automatic reclosing of the City's feeder circuit. The Generator Owner may request the City to delay high speed reclosing on the City's feeder to allow the interconnected generator sufficient time to remove itself from an islandized islanding or de-energized feeder prior to automatic reclose. Since delaying the automatic reclose time degrades the level of service provided to other Customers on the circuit, the City will limit the automatic reclose time delays to a few seconds or less. The Generator Owner may also request that a direct transfer trip scheme be added to remove the interconnected Generator from service prior to automatic reclosing by using communications equipment between the generator site and the City. Similarly, the Generation Owner may request that a synchronizing check, or reclose blocking scheme be installed on the City's feeder to prevent out of phase reclosing. The Generation Owner is responsible for all costs associated with the installation and maintenance of these requested modifications.

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

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

a. Control, Protection and Safety Equipment for Generators of 25 kW¹ or Less Connected to Secondary or Primary System.

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

Notes:

- 1) Exporting to the City system may require additional operational/protection devices.
- 2) Generator Owner may elect to have the meter act as the disconnect device.
(See XIV.A.10)
- 3) For synchronous and other types of generators with stand-alone capability.

D. CONTROL, PROTECTION AND SAFETY REQUIREMENT SPECIFIC TO THREE PHASE SYNCHRONOUS GENERATORS, INDUCTION GENERATORS, AND INVERTER SYSTEMS.

1. Generators greater than 25 kW must be three phase machines connected to three phase circuits.
 - a. Three Phase Synchronous Generators. Generator circuit breakers shall be three phase devices with electronic or electromechanical control. The Generation Owner is solely responsible for properly synchronizing his generator with the City's system. For a synchronous generator, the excitation system response ratio shall not be less than 0.5 (five-tenth). The generator's excitation system(s) shall confirm, as near as reasonably achievable, to the field voltage vs. time criteria specified in American National Standards Institute Standard C50.13-1989 in order to permit adequate field forcing during transient conditions.
 - b. Three Phase Induction Generators and Inverter Systems. Induction generation may be connected and brought up to synchronous speed (as an induction motor) if it can be demonstrated that the initial voltage drop measured on the City's side at the point of common coupling is within the visible flicker limits stated in Section XIV.B.2. Otherwise, the Generator Owner may be required to install hardware to other techniques to bring voltage fluctuations to acceptable levels. Line-commutated inverters do not require synchronizing equipment. Self-commutated inverters

whether of the utility-interactive type or stand-alone type shall be used in parallel with the City system only with synchronizing equipment.

Control, Protection and Safety Equipment¹

Less than 1 MW Three Phase Connected to Primary System	
Generator Disconnect Device ²	X
Over-Voltage Trip	X
Under Voltage Trip	X
Over-Current Trip	X
Over/Under Frequency Trip	X
Ground Over-Voltage Trip ³	
OR	X
Ground Over-Current Trip ³	
Synchronizing Check ⁴	Manual or Automatic
Power Direction ⁵	X
Transfer Trip/Reclose Blocking ⁶	X

Notes:

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

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

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

Control, Protection and Safety Equipment
 Generators Connected to Secondary or Primary System Voltage
 For 0.1 Second or Less
 (Closed Transition Switching)

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

Manual or Automatic	
Excessive Closed Time Trip ²	X

Notes:

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

F. INVERTER TYPE

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

G. INSPECTION AND START-UP TESTING

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

H. SITE TESTING AND COMMISSIONING

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

I. METERING

Metering requirements will be reviewed on each specific installation.

J. DEDICATED TRANSFORMER

A dedicated transformer will be required where the Generator Owner is served from the same transformer secondary as another City's Customer and inverter-based technology not meeting IEEE 929-1999 and IEEE 519-1992 specifications is used. In addition, a dedicated transformer or other current-limiting device is needed for any type of generator installation where the increase in available short circuit current could adversely impact other City's Customers on the same secondary circuit.

K. SUGGESTED REFERENCES

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

IEEE C37.95 (1989) - IEEE Guide for Protective Relaying of Utility-Consumer Interconnections

IEEE Std 1001 (1988) - IEEE Guide for Interfacing Dispersed Storage and Generation Facilities with Electric Utility Systems

IEEE Std 929 - IEEE Recommended Practices for Utility Interface of Photovoltaic (PV) Systems

IEEE Std 1021 (1988) - IEEE Recommended Practices for Utility Interconnection of Small Wind Energy Conversion Systems

IEEE Std 519 - 1992 - IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

24-12. NET METERING SERVICE

1. AVAILABILITY

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

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

The City may elect not to provide the NMS to any additional Customer-Generators should the total generating capacity exceed the threshold outlined in Title 26 of the Delaware State Code.

2. APPLICATION FOR THE NMS RIDER

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

3. CONNECTION TO THE CITY'S SYSTEM

A. The Customer Generator cannot be connected to the City's system unless it meets all applicable safety and performance standards set forth by the following: The Technical Considerations Covering Parallel Operations of Customer Owned Generation dated January 1, 2007, National Electric Safety Code, Underwriters Laboratories, Institute of Electrical and Electronic Engineers,

North America Electric Reliability Council ("NERC") and the City's Electric Service Handbook. Special Attention should be given to the National Electric Code Sections 690 and 705. The Customer must, at his expense, obtain any and all necessary permits, inspections, and approvals required by any local public authorities and any other governing regulations in effect at that time. All the interconnection with the City's System shall be either done by the City or approved by the City.

- B. The Customer Generator must be installed and configured so that parallel operation must cease immediately and automatically during system outages or loss of the City's primary power supply. The Customer must also cease parallel operation upon notification by the City of a system emergency, abnormal condition, or in cases where such operation is determined to be unsafe, interferes with the City's supply of service to other Customers, or with the operation or maintenance of the City's system. Customer Generator system and equipment that comply with the above listed codes and standards shall be deemed to have generally complied with these requirements.
 - 1. If it is necessary for the City to extend or modify portions of its systems to accommodate the delivery of electricity from the Customer Generator, such extension or modification shall be performed by the City at the Customer's expense. For new Customers, such expense shall be determined by the difference between the total cost and the investment the City would make to install a normal service without the Customer Generator.
 - C. In the event that a net-metering customer abandons the property where the energy generating equipment is located, the equipment may remain connected to the electric distribution system, unless the equipment presents a risk to the safety and reliability of the electric distribution system.

4. DELIVERED VOLTAGE

The delivered voltage and delivery point of the Customer Generator shall be at the same delivered voltage and delivery point that would be supplied by the City if the Customer purchased all its electricity from the City.

5. CONTRACT TERM

The contract term shall be the same as the Customer's applicable Rate Schedule or Service Classification.

6. RATE

- A. The monthly billing shall be as stated in the Rate Schedule applicable to the Customer. Under the NMS Rider, only the per kWh charge component billed for electricity delivered by the Customer is affected. The Customer will pay for all kWh delivered by the City to the Customer. If the Customer has delivered electricity to the City system, the City will provide for Customers to be credited in kilowatt hours valued at an amount per kilowatt hour equal to the sum of Delivery Service charges and Supply Service charges for Residential Customers, and the sum of the volumetric energy (kWh) components of the Delivery Service charges and Supply Service charges for non-Residential Customers for any excess energy production of their generating facility that exceeds the Customer's on-site consumption of kWh in a billing period. Excess kWh credits shall be credited to subsequent billing periods to offset a Customer's consumption in those billing periods. Disposition of excess kWh Credits at the end of the annualized billing period shall be in accordance with Delaware State Code

7. METERING

An electric meter service will be installed at the Customer's location to measure the energy consumed and the energy delivered to the City system. The City will furnish, install, maintain, and own all

metering equipment. Cost will be determined under the Additional Costs and Responsibilities clause below.

8. ADDITIONAL COSTS AND RESPONSIBILITIES

The Customer will be required to pay for any additional transmission and distribution costs, the cost of metering, transformation, system protection, and any related safety/protective equipment in excess of what would normally be paid for by the City. Protective equipment will be installed by the Customer to provide safety for personnel, provide adequate protection for the City's electric utility system and to the Customer's property, and to prevent any interference with the City's supply of energy to the City's Customers. This equipment will be owned, installed, and maintained by the Customer at its own expense.

9. FAILURE TO COMPLY

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

10. RULES AND REGULATIONS

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

[Ord. No. 2017-12, §§ 2—8, 5-8-2017; Ord. No. 2018-27, § 1, 10-9-2018; Ord. No. 2020-13, §§ 3—5, 5-11-2020; Ord. No. 2022-43, § 2, 11-28-2022; Ord. No. 2023-19, § 4, 4-24-2023]

Editor's note(s)—Ord. No. 2017-12, §§ 2—8, adopted May 8, 2017, amended § 24 in its entirety to read as herein set out. Former § 24 pertained to fee schedule.

APPENDIX 1—APPLICATION FOR VOLUNTARY RENEWABLE/GREEN ENERGY (VGRE) SERVICE

City of Milford offers the Customer the choice of contributing to the development of renewable energy. The Customer can sign up by completing the following application. Each 100-kWh block of renewable energy will result in an additional monthly charge specified in the VGRE Service Classification. This selection will appear on your Electric bill as a separate item. The renewable energy charge is an additional fee to the Customer's regular monthly electric bill. Participation in this program is for a one-year period. The Customer's subscription will automatically renew on an annual basis, absent 30-day prior written notification of cancellation.

Contact Information

Customer's Name:

(As it appears on your electric bill)

Customer's Account Number:

(Found on your electric bill)

Service Address:

(Customer's street address)

IMPORTANT: Day-time telephone number where we can reach you with any questions regarding your application:

PART II - GENERAL LEGISLATION
APPENDIX B - ELECTRIC RULES AND REGULATIONS
APPENDIX 1—APPLICATION FOR VOLUNTARY RENEWABLE/GREEN ENERGY (VGRE) SERVICE

() _____ - _____

Enter the number of 100 kWh blocks of renewable energy desired, then multiply number of blocks by the rate per kWh specified in the VGRE Service Classification Rate to obtain the additional total monthly cost for the renewable energy subscription:

_____ Blocks X VGRE Rate, \$/Block = \$ _____

(This Cost will be an addition to the Customer's regular monthly electric bill.)

I have reviewed and understand the terms and conditions of City's Voluntary Renewable Energy Tariff. I hereby request service under the Voluntary Renewable Energy Subscription Tariff and agree to be bound by the terms and conditions of that tariff.

Signature of Customer

Date

Mail To Customer Service Center at:

City of Milford
119 S Walnut Street
Milford, DE 19963

Section 5. Dates.

Introduction: 09/25/2023

Projected Adoption: 10/09/2023

Section 6.

Effective Date is Ten Days Following Adoption by City Council.

CITY OF MILFORD
COUNCIL MEETING MINUTES
June 26, 2023

The City Council of the City of Milford met in Regular Session on Monday, June 26, 2023.

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, 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.

PUBLIC COMMENT PERIOD PRIOR TO MEETING

No one signed up or was present to speak.

CALL TO ORDER

Vice Mayor James then called the meeting to order at 6:05 p.m.

INVOCATION AND PLEDGE

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

RECOGNITION

New City Employee Recognition

Electric Director Tony Chipola introduced new Associate Engineer Cornelio Ramirez-Contreras from Georgetown who began his employment on May 31, 2023. He has an Associate of Applied Science Degree in Electronic Engineering from Delaware Technical Community College.

Mr. Ramirez-Contreras said he is pleased to be part of the City and help out to the best of his ability.

PUBLIC HEARING/PUBLIC COMMENTS/ORDINANCE ACTION

Solicitor Rutt read the rules of the public hearing into record.

Ordinance 2023-23

Application of Napa Valley Investments, LLC

for a Preliminary Conditional Use

2.0 +/- acres of land located along the south

side of Mullet Run Street and the north side of Vickers Drive

Comprehensive Plan Designation: Commercial

Zoning District: BP (Business Park District)

Present use: Vacant Proposed Use: Flex Office/Warehouse

Tax Parcel: MD-16-173.00-01-03.14

Planning Director Rob Pierce reviewed the application of Napa Valley investments LLC, stating the property is currently a vacant lot and the applicant proposes flex office warehouse space. The plan is to construct three buildings. Two are 9,968 square feet, the smaller is 3,248 square feet.

The building will provide sixteen 25 x 56-dimension tenant spaces, each with an overhead door and a man door. He also reviewed the architectural renderings of the proposed buildings. shown on sheet. The property is a two-acre parcel with three sides that used to be two one-acre lots that were combined for development across from the City's Public Work's facility.

The public notice was mailed to properties within 200 feet, published in the Delaware State News on May 26, 2023, and the site was posted with a public notice announcement.

Planning Commission recommended approval of the application at their June meeting by a vote of 4 to zero. A condition was added for additional exterior treatments consistent with the zoning code on the rear and side of the building because of its visibility from three sides.

Representing the applicant was PE Steven LeMasters of EA Engineering, Science and Technology, Incorporated of 11200 Racetrack Road, Ocean Pines, Maryland 21811.

PE LeMasters confirmed this is a two-acre lot parcel located on the nose of Vickers Drive and Mullett Run. The site was oriented to make use of the longer sections of land on the east side of the site, in addition to the filling in the west side as best available. For the flex use tenants, deliveries for storage provides an opportunity to pull and stop at their overhead doors in stop at their overhead and/or man doors, unload and pull straight thru without worrying about any type of odd negotiations with vehicular traffic internal at the site.

Of the three buildings, two will be broken into seven units each and the smaller one on the southeast corner, broken into 2 units.

The conditional use requirement was based on having multiple tenants. He noted this will be used as start-up incubation, small business spaces that are needed in the city.

The applicant has been through rounds of permitting review with the Office of Drinking Water, Kent Conservation District, and the Delaware State Fire Marshal. All items have been either approved or conditionally approved

The professional engineer also referenced the condition to dress up the building and break up its long runs with some architectural features, such as windows or gables of some type. .

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

Councilman Fulton moved to adopt Ordinance 2023-23, with the conditions as recommended by the Planning Commission, seconded by Councilman Culotta.

Motion carried by the following unanimous roll call vote:

Marabello-votes yes, he does not see any adverse effect and it is a good use of the property.

James-votes yes and agrees this is a great use of the land in the business park.

Boyle-Votes yes, the site plan meets the minimum standards for Chapter 230 Zoning in Chapter 200, Subdivision of Land. It's an asset that is needed, and that's been a vacant lot for a long time, and this will help.

Fulton-votes yes, it meets Chapter 230 and Chapter 200. It also vacant land going to flexible office warehouse increasing job opportunities.

Culotta-votes yes, for the same reasons noting the smaller units are great for small businesses which create jobs, and this is a great use of the land. He believes this was originally slated for the Touch of Italy and unfortunately that did not work, but this is a great solution.

Samaroo-votes yes, it follows the criteria for Chapter 230, and she believes this will be a great mixture of professional offices and space there.

Baer-votes yes, he likes the idea of additional business incubators around the city.

Wilson-votes yes, it meets the requirements of the Comprehensive Plan, the conditional requirements and she is thankful for the many enhancements that are being made in the business park.

Ordinance 2023-24

Application of Milford Ponds – Phase III for a Final Major Subdivision

178.03 +/- acres located along the east side of Route 113

5,500 feet south of the Seabury Avenue intersection known as the Milford Ponds Subdivision

Comprehensive Plan Designation: Moderate Density Residential

Zoning District: R-1, R-2 & R-3 with PUD

Present use: Planned Unit Development Proposed Use: Planned Unit Development (PUD)

Tax Parcel: 1-30-3.00-264.01, 1-30-3.00-558.00, 1-30-6.00-600.00 thru 691.00

Planner Pierce reviewed the application noting that this is Phase III of the Milford Ponds Development. The applicant received preliminary major subdivision approval from City Council in June 2020. City Council granted an extension of the preliminary approval in June 2021 and July 2022.

This phase includes a total of 52 single family detached dwellings with and will have to be recorded before any construction begins.

Phase IV is going through the site plan review process for multi-family housing units.

The final plans comply with the Zoning and Subdivision of Land Codes and are consistent with the PUD conditions previously placed by Council. All approvals and letters of no objections have been received from various agencies including DelDOT, State Fire Marshal Office, Division of Public Health, Sussex Conservation District, and the City Engineer.

The public notice was mailed to properties owners within 200 feet of the Phase III boundary, was published in the Delaware State News on May 26, 2023, and the site posted with the public notice announcement.

The Planning Commission reviewed the application at their June 20th meeting and recommended approval by a vote of 4 to zero.

Representing the owner Milford Ponds LLC, Davis, Bowen, and Friedel Associate Tim Metzner, presented the request for approval of the Phase III portion of the Milford Ponds Development.

When asked about the builder, Mr. Metzner explained that Ryan Homes has the first right of refusal though that will be left to the owner. He also noted that the builder has plans to continue with Phase IV and build out the development in its entirety. Of the 1,015 units allowed, 768 units are built.

The floor was open to public comment.

Bobby Wilson from Dover, Delaware stated he is a contractor and asked if they will be hiring any contractors besides the one that have been used. Mr. Metzner explained the owner has one contractor he is currently engaged with though there is not an established time frame.

Mr. Wilson asked if there will be any minority contractors and specifically African Americans; Mr. Metzner said he is unfamiliar with the details and he is not privy to that information at this time. He asked to get the owner's information.

No one else wished to speak and the floor was closed.

Solicitor Rutt shared that as a point of order, the Supreme Court has stated that if a developer complies with all requirements imposed by the municipality, as in this case, it is a by-right subdivision. As a result, there is no discretion as to whether the application is approved or disapproved.

Councilman Boyle moved to adopt Ordinance 2023-24 for Milford Ponds Phase III, seconded by Councilmember Baer. Motion carried by the following unanimous roll call vote:

Marabello-votes yes, they have full support of the Planning Commission, and it is consistent with all the requirements including the PUD process.

James-votes yes, they have met all requirements of the City of Milford Codes and have obtained all approvals or letters of no objection from the agencies.

Boyle-votes yes, the subdivision is in compliance with Chapter 230 Zoning and Chapter 200 Subdivision of Land of the City Code.

Fulton-votes yes, it meets Chapters 230 and 200 and the requirements have been met and this is a by-right development.

Culotta-votes yes, stating this is normal growth of the development and also noted it is a by-right development.

Samaroo-votes yes it meets all the requirements and Chapter 230 criteria.

Baer-votes yes it meets the City requirements, and it will complete the development.

Wilson-votes yes it meets the requirements of Chapter 230 Zoning and other Code requirements.

Ordinance 2023-22

Application of 1st State Self Storage OZ, LLC

on behalf of Milford Self Storage, LLC for a Revised Preliminary Conditional Use

9.0 +/- acres of land located along the east side of S. Dupont Boulevard

approximately 350 feet south of the Route 14 intersection

Comprehensive Plan Designation: Commercial

Zoning District: C-3 (Highway/Commercial District)

Present use: Vacant Proposed Use: Self Storage

Tax Parcel: MD-16-183.09-01-58.00

Planner Pierce reviewed the application noting the applicant is proposing a self-storage project in a Highway Commercial Zone.

He noted this has been before Council previously when the preliminary conditional use/site plan approval from Council this past November for the most recent rendition of this project. At the time they were proposing to construct over 90,000 square feet of self-storage. This involves one 2-story building and several smaller buildings around the site.

After meeting with DelDOT, the proposed entrance location for the project had to be shifted to the opposite end of the property on the northern side. That was significant enough to bring it back to the Planning Commission and City Council because the final site plans were reviewed in house.

The Planner recalled that during Council's previous approval in November, a set of conditions were applied. The site shall include unobtrusive lighting to neighboring properties, there shall be a continuous security border around the entire perimeter, a 15-foot landscape buffer, a maintain between the project property and the residential parcel to the east. All conditions remain in the updated plan.

Other than the being the wetland buffer variance which is outlined in the staff report and carrying over from previous renditions of the project, the application meets the minimum requirements of the Zoning and Subdivision Code. Plans have been reviewed for compliance.

The public notice was published in the Delaware State News on May 26, 2023 and property owners within 200 feet were mailed a copy and the site was posted with a public hearing announcement.

The Planning Commission reviewed this application at their June meeting last week and recommended approval by a vote of 4 to zero to include the conditions previously imposed.

Attorney David Hutt from Morris James in Georgetown, Delaware, was present to represent First State Self Storage OZ LLC on behalf of Owner Milford Self Storage LLC. He talked about the iterations of the plan in 2020 and then in 2022.

In 2022, prior to Council review, a meeting was held with DeIDOT, and the entrance was to be located on the south side. As the plan that was approved by Council in November 2022 moved forward, DeIDOT changes their mind by moving the entrance to the north side of the site.

That was a significant change although this plan is very similar to what was approved last in 2022.

The 2022 plan also had a retaining wall to artificially keep those things separate, and that is no longer necessary with the new plan.

He shared that the actual footprint of the buildings, the square footage of the buildings, all stay the same as what was seen in 2022. At that time, there were three conditions placed which Mr. Hull agrees are appropriate as the Planning Commission recommended.

Morris Richie Associates Chris Flathers and Mike Morris who are the project engineer and designers, as well as representatives of the owner.

PE Flathers explained that the same buffers are in place and the grading will not encroach any closer than before and limiting retaining wall will provide a bigger buffer between the buildings and the buffer areas.

He added the buildings were deeper in the previous plan, and this will alter the shape and depth of some of the units. They do not anticipate any runoff problems though they are still in the early design stages though the site is being designed in accordance with the stormwater regulations and the RPv requirements.

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

Councilmember Fulton moved to adopt Ordinance 2023-22, seconded by Councilwoman Wilson. Motion carried the following 7 to zero roll call vote:

Marabello-no response.

James-votes yes, the requirements have been met and satisfy all the conditions that have been asked to satisfy.

Boyle-votes yes, the preliminary site plan meets the minimum standards of Chapter 230 Zoning and Chapter 200 Subdivision of Land and is happy they have changed the plan to meet the requirements of the site.

Fulton-votes yes and it is allowed by C-3 and, they will be following all the conditions set forth by the Planning Commission.

Culotta-votes yes. Self-storage is always a necessity, and it seems to him it is a growing industry and the proposed drawings of what the buildings would like will be attractive and he is looking forward to it and thinks it is a good use of that land.

Samaroo-votes yes and it meets Chapter 230 and thinks it will be a great addition to the community.

Baer-votes yes and thinks it will be a nice to have some additional storage for the community and it is looking really nice as a structure.

Wilson-votes yes based on Chapter 230 Zoning, and it meets all the requirements, and it is good to have control climate storage. People will really be excited about that, and she is sorry they had to go through the many changes of direction of the plan and that it caused a time delay. But we are happy they stayed true to the course and will have a storage facility there.

COMMUNICATIONS & CORRESPONDENCE

Mayor Campbell congratulated Councilwoman Wilson on the success of the first Juneteenth in Milford, noting that it was the second largest he has attended.

Councilwoman Wilson thanked Chief Ashe for her participation, Brad Dennehy and RJ Skinner for being there on their day off, Charlie Norberg for his assistance, adding any event is not good without the support of staff.

Councilmember James also congratulated his fellow Councilmember Wilson and her son Darron Johnson who played a major role in making this happen. He looks forward to events celebrating other ethnic groups noting the diverse community Milford has become.

MONTHLY FINANCE REPORT

Finance Director Vitola reported the year-to-date report through May is in the packet.

He explained that every March and April, he prepares council for what is inevitably a cash squeeze. It's driven by soft revenue, and by expenses picking up due to the better weather. The revenue and expense part is managed with the seasonalized budget, but the cash part will always be evident.

The cash draws are due to the temporary paydown of the police department loan from electric reserves, or the outflow of funds from ARPA and other grant funds are explained by net cash outflows in the general fund of about \$300,000.

The sewer fund is lower than expected, due to a reduction in treatment costs and I&I. And the general fund remains on pace to roll the estimated \$200,000 forward in support of the FY24 budget.

Director Vitola reminded Council June is the last month on the legacy system and the final month of FY23. We will go live on the new Tyler Munis system on July 3rd. With that change, he will be generating a balance sheet which will provide additional transparency.

Councilmember Wilson moved to approve the May 2023 Finance Report, seconded by Councilmember Boyle. Motion carried.

UNFINISHED BUSINESS

Acceptance/Downtown Streetscape Project Plan

Planning Director provided background and referenced the following memo discussed at the June 12, 2023 Council Meeting:

In October 2022, the City hired KCI Technologies, Inc. to prepare a concept plan for streetscape improvements of various sections of downtown Milford. The areas included SW Front Street from S. Walnut Street to N. Church Street, Park Avenue from N. Walnut Street to Denney Row, Denney Row from Park Avenue to NE Front Street, and N. Washington Street from the Mispillion River to NE Front Street. The planning scope also included City-owned parking lots on SW Front Street and Park Avenue. The proposed streetscapes and parking lot improvements are listed projects in Milford's Rivertown Rebirth Master Plan (Downtown Master Plan) and the City's 5-year Capital Improvement Plan.

Towards the end of the 2022 calendar year, KCI reviewed previous City planning documents, performed a field visit to downtown Milford and met with various City staff. Based on these activities, KCI prepared a set of preliminary design ideas which were reviewed internally with City staff before preparing preliminary concept plans. The preliminary concept plans included a range of improvements (low impact to high impact).

The preliminary concept plans were shared with residents and business owners during a public input meeting held on March 8, 2023. Stakeholders had an opportunity to review the different levels of improvements and provide feedback on the

proposed changes. A presentation of the preliminary concept plans and feedback obtained from the public was made to City Council on April 19, 2023.

KCI prepared a final draft based on feedback provided by City Council at the April workshop. The packet included a final concept plan which includes hiring a professional engineering contract for the formal design and bid document preparation.

Council discussed Southwest Front Street with several recommendations. One was it remain a two-way street, particularly with the removal of the downtown traffic lights at the Walnut Street intersection.

Planner Pierce said he received a request from a resident related to the removal of the overhead electric though that will need to be evaluated as part of the engineering design.

The floor was opened to public comments.

David Pickell of Gallery 37 stated he and his wife own two commercial buildings at 8 and 10 South Walnut Street. He thinks the plan looks great, though there is a small item related to the parking lot behind their two buildings.

He explained the northeast corner of the municipal lot behind 8 South Walnut Street, unfortunately for the two commercial spaces there, to the east of that, there is a concrete apron that allows access for parcel loading and unloading to the two commercial properties. The only entrance to 10 South Walnut Street is on the north side rear, and just to the right is a concrete apron that allows loading and unloading. That is the only entrance, and his request is to exchange the greenery for an 'x'd out' parking area behind 12 South Walnut Street.

Mr. Pierce explained that was done as part of the concept rendering which will need to be modified as comments come in. He will work with the business owners in the area before the parking lot is designed to ensure adequate access. Planting a tree is not a necessity especially if more room is needed for vehicular accessibility.

Councilmember Culotta reiterated the benefits of keeping Southwest Front Street two ways, particularly to benefit the current businesses on that street. He also noted there is sufficient parking in the municipal lot so additional street parking should not be needed.

City Engineer James Puddicombe then talked about adding bump outs and ensuring proper drainage. There is some cost savings or inadvertent losses by delaying that decision. If Council desires to go a step further, he would not want to delay 20-25% of design because of the work that will be done, including ADA access and so forth.

It was recommended that the entrance and turn radius' be considered to ensure adequate room for delivery trucks to maneuver.

No one responded and the floor was closed to further comments.

Councilmember Culotta moved to accept the Downtown Streetscapes Project plan as submitted, with the caveat of keeping Southwest Front Street a two-way option, and to consider the impact of vehicular traffic entering and exiting into the parking lot, seconded by Councilmember Baer. Motion carried by a vote of 6-2.

Councilmember Boyle voted no and recommended keeping the plan as designed but with two-way traffic. Councilmember Fulton voted no, adding there is no reason to add bricks to something that no further work is needed and thinks it is a waste of money if not done as designed.

NEW BUSINESS

Adoption/Resolution 2023-12/Update Billable Public Work Fees

Motion carried.

Adoption/Resolution 2023-11/Vision Zero

City Engineer James Puddicombe explained the main goal of the Vision Zero Process is to focus on safety, with the goal being zero accidents with injuries or deaths on any roadway within the City, including DelDOT maintained roadways.

A goal of January 1, 2030 has been established to meet zero injuries and deaths. The main aspects of the plan are to promote safety, equity, sustainability, some economic benefits and promote public health.

In July, a grant will be applied for, and the resolution will provide some additional points toward the award. It also confirms that Council is willing to proceed with increasing the safety on our public roadway, improving access for ADA, pedestrians, and bicycles.

The plan includes reporting to Council on a yearly basis on the progress. It also includes the establishment of a task force that would provide input on the plan, which would be adjusted on that feedback.

When asked to consider changing the name to 'reduction' instead of 'zero', Mr. Puddicombe stated that items in the plan can be changed. Later, Councilman Fulton suggested updating the name to 'Toward Zero Plan'.

Chief Ashe explained that Vision Zero is a trademark and a worldwide initiative which is to reduce and have the vision of zero.

Councilmember James and Marabello agreed that Vision Zero is an aspirational name. Anytime there is a vision, there is a goal to be reached, and the intent is zero.

There was concern expressed about the Task Force members as listed, and the need for Council to be involved. The City Engineer shared that the City Planner had suggested the members of the Bicycle Advisory Committee be involved, though there would be substantial public outreach as well.

It was agreed there are too many members involved, though Council liked the idea. It was recommended that the list of members include City of Milford Mayor and Council and City Administration in lieu of listing individual departments.

Several language changes were discussed, with a focus on the Task Force membership.

The floor was open for public comment. With no one responding, the public comment session was closed.

Councilmember Boyle moved to adopt Resolution 2023-11, with the changes that have been discussed, including the designation of co-chairs and allow them the scope of participation and request from the City Administrators and others input to help support the plan. The Mayor and City Council as a whole would be part of the task force.

Councilmember Baer seconded the motion.

RESOLUTION 2023-11
City of Milford Vision Zero (amended)

WHEREAS, the City of Milford desires to pursue an end to traffic fatalities and serious injuries within the City's limits; and WHEREAS, the City recognizes that all people have a fundamental right to safe and equitable transportation networks via foot, bicycle, transit, or automobile; and

WHEREAS, the City recognizes that there are no traffic "accidents" and that every traffic-derived collision, injury, or fatality is preventable; and

WHEREAS, it is the express goal of the City to eliminate all traffic fatalities and serious injuries by January 1, 2030; and

WHEREAS, the City recognizes that the most effective way to prevent traffic fatalities is to work at the systemic level of the transportation system by improving corridors and neighborhoods; and
WHEREAS, Vision Zero is an internationally recognized and proven way to reduce traffic fatalities and serious injuries; and
WHEREAS, the City desires to adopt Vision Zero as the City's Traffic and Engineering Policy for all public ways in the City for which the City has jurisdiction; and
WHEREAS, the City Council determined that a Task Force could be helpful in advising the City and overseeing all Vision Zero efforts; and
WHEREAS, the Vision Zero Task Force shall collect, analyze, and act on crash and street data to assess the Vision Zero Action Plan and recommend policy related to Vision Zero; and
WHEREAS, the Vision Zero Task Force shall be dually co-chaired by the City Engineer and Chief of Police and may consist of the Mayor, Members of Council and City Administration; and
WHEREAS, the Council requires that the City of Milford Vision Zero Action Plan be presented to Council by the City Engineer with the Plan subsequently updated every five years; and
WHEREAS, the City Engineer shall make a yearly progress report to Council in an open forum prior to July 31st every year, beginning in July 2024.
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MILFORD, DELAWARE that for the purposes and reasons hereinabove set forth, the City of Milford adopts Vision Zero as the City's Traffic and Engineering Policy and establishes a Vision Zero Task Force.

Motion carried.

Authorization/FY23 Solid Waste Budget Adjustment/Transfer

Public Works Director Mike Svaby presented the following request:

In the Public Works Department, a critical piece of the Solid Waste Division's operations is the sustained operations of the *collection vehicles*. *Staffing and the number of operational vehicles go hand-in-hand to complete the equation of Solid Waste success and productivity.*

Throughout the fiscal year, there have been intermittent occasions lasting sometimes up to several weeks where 1 or more vehicles were down for repairs. Supply chain challenges remain and make returning the vehicle to street service challenging. Record inflation and petroleum pricing fluctuation led to the exceedance of budgeted funding for fuel, parts, and internal and contractual maintenance costs. In addition, intermittent vacancies throughout the year in SW and the Streets Divisions led the Department to exceed the expected use of temporary employees. Policies going forward (and the related FY 24 budget) have been established that will capitalize more on the use of existing Streets personnel when/if vacancies of longer duration emerge.

The FY 23 Solid Waste Budget requires a year end adjustment of up to \$25,000, depending upon overall residual line-item balances.

Staff requests City Council approve a budget adjustment not to exceed \$25,000 to be funded with a combination of underspent FY23 personnel budget lines and solid waste operating cash, which are estimated at approximately \$2,000 and \$23,000 respectively. The Finance Department reviewed the City's Reserve Fund Policies updated with FY24 budget data to confirm that operating reserve requirements of \$211k should be sustained throughout the upcoming fiscal year if \$25k is consumed from the current operating cash balance of about \$500k as of June 22, 2023.

Councilman James asked that Council be informed in advance of any similar future requests. He also expressed shock that this is being presented at this time of the year and are being put on the spot with this request considering the amount of work that was put in the new budget.

Councilwoman Wilson agreed noting being informed at least of an estimate, would help last minute sticker shock as in this case.

Finance Director Vitola informed Council it is not uncommon to approach Council the end of the year with unknown numbers of payrolls and request a one-time end of year. This was known earlier, and we could have taken an estimate to Council earlier and will do that in in the future.

Councilmember Wilson move to approve a budget adjustment not to exceed \$25,000 to be funded with a combination of underspent FY23 personnel budget lines and solid waste operating cash, which are estimated at approximately \$2,000 and \$23,000 respectively, and that all of Council's comments be taken into consideration for future requests, seconded by Councilmember, seconded by Councilmember Fulton. Motion carried.

Adoption/Resolution 2023-13/Authorizing Increase in FY24 Solid Waste Fees

City Manager Whitfield said he discussed at the last meeting with the need to increase the solid waste fees a dollar more than what was projected. He then deferred to the Public Works and Finance Directors.

Finance Director Vitola explained that three years of loan paybacks, small but accumulated surpluses, two years of the new vehicle and equipment replacement program, before we needed the \$26,000 budget adjustment, just to buy one vehicle. That is one reason of why the cost-of-service study did not keep pace with the actuals

There is about a half a million dollars in cash in the Solid Waste Fund, and that is the source of the budget adjustment and emphasized that personnel lines and payroll can be made.

The rate study for solid waste was completed in December 2019 and there was a lot that wasn't anticipated. The firm also did electric, water, sewer, and solid waste. The other three held despite the pandemic and on the revenue side of solid waste, it is a decent projection and 2.7% over year ahead because of the growth the study conservatively ignores. But the expense side has just completely exceeded and outstripped those increases

The fiscal 24 budget includes the dollar increase just to break even. It is a couple thousand dollars shy of break, but this was a minimum movement needed in order to be not just solvent, but prudent in the solid waste fund.

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

Councilmember Wilson moved to adopt Resolution 2023-13 authorizing the increase in the solid waste collection charges, seconded by Councilmember Baer:

*RESOLUTION 2023-13
AUTHORIZING AN INCREASE IN SOLID WASTE COLLECTION CHARGES*

WHEREAS, the operating and capital budgets of the City of Milford for the Fiscal Year 2023-2024 were prepared and submitted to the City Council by the City Manager in accordance with Article VI 'Financial Procedures' of the City Charter; and

WHEREAS, the City Council was presented with the proposed budget following a comprehensive study and review while meeting in public sessions on May 22, 2023, May 23, 2023, May 24, 2023, and June 5, 2023; and

WHEREAS, this budget includes an increase in solid waste collection fees in the amount sufficient to materially reduce the forecast operating budget deficit in the solid waste fund for the Fiscal Year 2023-2024; and

WHEREAS, it is the responsibility and duty of the City Administrative and Finance Staff and Mayor and City Council to ensure the budget is balanced with future revenues equal to or greater than current expenditures/expenses; and

WHEREAS, in the opinion of the City Council, the solid waste budget reflects the City's anticipated revenues and expenditures for the solid waste fund, as accurately as possible, for the fiscal year beginning July 1, 2023 and ending June 30, 2024; and

WHEREAS, City Council unanimously approved Resolution 2023-09, adopting the operating and capital budgets, including the solid waste operating budget, for the Fiscal Year 2023-2024 on the 12th day of June 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Milford, hereby authorizes the adjustment of the Solid Waste Collection Fees as reflected on the attached schedule.

Resolution 2023-13, increasing the Solid Waste Collection Fees, was adopted by majority vote of Milford City Council on the 26th day of June 2023.

Motion carried.

Authorization & Selection/Real Estate Agreement/City Properties

City Manager Whitfield recalled the real estate sales agreement with a local firm since 2018. Recently, another firm expressed interest, which is primarily the sale of the business park lot in Independence Commons. Most of the lots sold in the past five years were the result of interested parties contacting the city directly.

Seven lots remain and the existing contract can be extended, or Council may consider utilizing The Moving Experience Commercial Real Estate Company out of Dover. They have experience with the City of Dover in selling their business park lots.

It is also recommended a new appraisal be done on the remaining lots. Currently they are priced at 2016 prices, and it would be prudent to obtain fair market prices for the sales of those lots.

It was agreed to give the new firm an opportunity considering there are still seven lots that have not been sold.

Councilmember Fulton moved to award a one-year contract to Moving Experience Commercial Real Estate, seconded by Councilmember Baer. Motion carried with one dissenting vote from Councilmember James who stated he does not see changing for the sake of change and would like to see what the city is going to do, different in this approach to help move these lots and manage the real estate company we select.

Authorization/Updated Appraisal/City-Owned Business Park Properties

Councilmember Fulton moved to authorize an updated appraisal on the remaining lots in the business park and Independence Commons, seconded by Councilmember James. Motion carried.

Authorization/2024 Pay Scale and Job Classifications

City Manager Whitfield said he wants to make sure this is done with the budget so that all the related materials are included. He does want Council to be aware of the 2.5% increase and the maximum and minimum for each classification.

Human Resources Director Jamesha Williams referred to the FY25 non-union pay scale in the packet with a 2.5% increase in each classification. She also included all the job titles and pay grades. Those in bold/italics are new positions that did not exist previously.

When asked if the new positions have been approved by Council or are they at the discretion of each department head; Ms. Williams said the arborist ground helper is already filled, the arborist/urban forest coordinator was filled, but the employee left in April and interviews are again ongoing; the new associate engineer was introduced at the beginning of this meeting, and the executive assistant city manager is filled. The horticulturalist position is new for FY24, the second mechanic has been filled, and the senior deputy clerk is a new position, but was filled by an existing employee.

Ms. Williams also noted that she has conducted a survey out to the towns for comparable purposes in relation to the city clerk asking for another employee. Most of the responses have been submitted and she will compile in an excel document for council review.

Councilmember James confirmed the City Clerk will have an opportunity to review the responses prior to it being presented to Council.

City Clerk Hudson informed Council she just learned about the survey from another city that called her today. She then questioned the City Manager and asked that she be provided with the survey questions, because she had some concern about their generic nature. She then talked about the varied duties within the State with some municipal clerks handling billing or administrative duties. She is not confident this information will be helpful because of those inconsistencies.

Councilmember James said that is exactly why he asked that the survey go through the Clerk's Office because the clerks are the experts and have the knowledge and a clear understanding of what should be asked.

Council agreed that going forward, the Human Resources Director will make sure the City Clerk receives the information initially.

Councilmember Boyle moved to authorize the FY24 payscale and job classification, seconded by Councilmember James. Motion carried.

EXECUTIVE SESSION

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

Pursuant to 29 Del. C. §10004(b)(4) Strategy sessions, including those involving legal advice or opinion from an attorney-at-law, with respect to collective bargaining or pending or potential litigation

Motion carried.

Mayor Campbell recessed the Council Meeting at 8:37 p.m. for the purposes as are permitted by the Delaware Freedom of Information Act.

At 8:55 p.m., Councilmember Fulton moved to return to Open Session, seconded by Councilmember Culotta. Motion carried.

Potential Vote/Collective Bargaining

No action needed.

ADJOURNMENT

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

The Council Meeting adjourned at 8:55 p.m.

Respectfully submitted,

s/Terri K. Hudson, MMC
City Clerk/Recorder

CITY OF MILFORD
COUNCIL MEETING MINUTES
July 10, 2023

The City Council of the City of Milford met in Regular Session on Monday, July 10, 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, Jason James Sr., and Katrina Wilson

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

COUNSEL: Solicitor David Rutt, Esquire

ABSENT: Councilmember Nirmala Samaroo

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

Martha Gerry of 13 Mill Street, representing the Milford Advocacy for the Homeless, opted to speak about a zoning matter related to housing opportunities scheduled for an official public hearing at the next Council Meeting.

Solicitor Rutt informed her of the official public hearing though she chose to speak during the unofficial comment period this evening.

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 6:07 p.m.

INVOCATION AND PLEDGE

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

APPROVAL OF PREVIOUS MINUTES

Councilmember Boyle moved to approve the minutes of the May 1, 2023 Organizational Meeting, May 8, 2023, and May 22, 2023 Council Meeting. Motion seconded by Councilmember Baer and carried.

RECOGNITION

City Staff Introductions

City Manager Whitfield introduced the newest member of his staff Rachel Gaebel, Legislative Fellow and Public Administration Fellow who is assisting his Executive Assistant.

Proclamation 2023-16/Juneteenth Celebration

The City Clerk read the following proclamation into record:

*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 recurring 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.

City Clerk Hudson then recognized presented Festival Co-Chairs Councilmembers Katrina Wilson and Jason James, Sr., and family and friends Darron Johnson-Wilson, Darrell Wilson, Tanisha Showell, Mike Bowden, Crystal Megginson, Martina Duffy, and Tosajhn Hughes each of those present with a proclamation and Juneteenth Flags to be flown next year at Bicentennial Park and City Hall to celebrate Juneteenth.

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 June activities within the clerk's office.

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

Monthly City Manager Report

City Manager Whitfield furnished a synopsis of several items handled with staff members 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 June.

Parks & Recreation Department

Parks & Recreation Director Brad Dennehy highlighted several items, noting the pickleball courts are expected to be completed by the end of the month.

Human Resources

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

Economic Development & Community Engagement

Administrator Sara Bluhm shared details of several activities she was involved in during June. A new video about Milford was also provided that was created by our former intern. City Manager Whitfield informed Council he is looking at intern programs at various colleges with plans to employ additional interns.

IT Department

IT Director Pettigrew reviewed his monthly report.

Finance Department

Finance Director Lou Vitola provided details of finance and customer service staff undertakings. He commended Accountant Sandra Peck for her work with Tyler in launching the new ERP system operating as of July 3rd. Interviews begin for his newest Account position this week.

Responding to an audit question, Director Vitola said that process has restarted due to the auditor team having some employee turnover and the ERP transition. He expects it to begin next week.

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

Comp Plan Future Land Use Amendments Part II Report

Planner Pierce presented the following proposed comp plan amendments:

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. as a fenced-in industrial storage area associated with the 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 industrial uses to be separated from recreational/open space uses.

The applications will be forwarded to the Office of Planning Coordination for their PLUS review. Ordinances will then be created for submission to the Planning Commission for review and final action by City Council.

COMMUNICATIONS & CORREONDENCE

Councilmember Fulton reported a lot of trash and brush overgrowth on the properties of several renovations and new construction in the second ward, in particular Simpson's Crossing and South Walnut Street. Planner Pierce asked Council to report the properties and he will have his code enforcers address it.

Councilmember Wilson spoke with a realtor to follow up some properties on North Street. She feels that because she is a realtor/homeowner, our employees sided with the contractor. Being familiar with the situation, Councilman James will follow-up with Councilmember Wilson and update her.

Councilmember Boyle spoke on behalf of West Shore residents, thanking city staff for copying them on update emails to the builder regarding their streets and curbing.

NEW BUSINESS

Authorization/GPI Inc Proposal/Walnut Street Bridge Re-decking Project

Public Works Director Mike Svaby submitted the following request:

The re-decking 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 anesthetically 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 Re-Decking 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 FY23 CIP. See FY24 CIP Detail Page 4, line 144, where charges posted to date can be seen and where this recommended purchase order's value will be assessed.

Councilmember Boyle moved to authorize a purchase order to GPI in the amount of \$48,910.07 for the bid and construction management of the Walnut Street Bridge Re-Decking, to be funded through the FY23 bond bill award for the Walnut Street Bridge Pedestrian Crossing project, seconded by Councilmember James. Motion carried.

Extension Request/Nationwide-Clarke Realty LLC Economic Incentive Agreement Dated 09/29/2020

The city received a request from Thomas P. McGonigle, on behalf of Clarke Avenue Realty, LLC (“Clarke Avenue”), pursuant to Section 3(A)(i) of the Incentive Agreement and City of Milford Code § 19-10(C)(1)(e), relating to a twelve-month extension from the June 30, 2023 deadline needed 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. Over 215,000 square feet has been completed and more than \$25 million invested in capital expenditures and equipment. There are 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.

While the progress has been significant and the most important metrics in the agreement 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. With the primary criteria under the agreement having been met (capital expenditures and full-time employees), the remainder of the available square footage needs to be completed and occupied no later than June 30, 2024.

Councilmember Boyle moved to authorize a one-year extension to Clarke Avenue Realty, LLC for reasons as stated, seconded by Councilmember Culotta. Motion carried.

Tenth Street Intersection Study/Century Engineering

Associates Sonia Marichic and Ted Andrew of Century Engineering were in attendance to provide information on what has been accomplished to date on the North Walnut Street/Rehoboth Boulevard/Tenth Street/North Church Street intersection project.

Ms. Marichic shared this is the main intersection connecting Milford High School property with the residential areas to its south. It is a heavily traveled area and there is a need for pedestrian movements. The intent was to 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.

In addition to the high volumes of traffic, they also found some significant crash history. A priority was to provide pedestrian and bicycle connectivity between the residential areas and the high school. Because of the traffic volume and crash history

found, they looked at how to cross bicyclists and pedestrians through the intersection on the east side. Another challenge was avoiding any impact to the Dairy Queen site.

This intersection was also studied by the Delaware's Day with the Dutch as one of the state's challenging intersections and they developed what is called a protected intersection solution which segregates the cars from the walkers and the bicyclists who would have their own path to use.

She then talked about the various elements included in the study, which included Community Workshops whereby information was gathered from the residents as well as the businesses in the area.

Starting with traditional alternatives and solutions for the 2050 design year, it was determined that would not work. They then turned back to the Dutch suggestions of a protected intersection. Some modifications were needed from what was originally presented to meet DelDOT standards. A two-lane roundabout was considered, but it became very large and would include a lot of right of way and replacing Rehoboth Boulevard northbound left turns with a jug handle at Salevan Place which conflicted with truck traffic.

A zero to five-year three-phase plan is proposed. The first is a low-cost approach to help get bicycles and pedestrians across the intersection with a minor modification to the geometry of the intersection. The second phase implements the bulk of the protected intersection, improving the nuances of the crash data shown. The final phase is turning two of the roadways into a one-way pair. That would take the plan into 2050.

The phases were presented to attendees at the community workshops, and while mainly positive comments were received, there were mixed reviews about the one-way roadway pair with many hoping that would not occur until closer to 2050.

When questioned about only one map showing the crosswalk from the high school parcel over to the western side of Rehoboth Boulevard, and its need based on the many students that cross that roadway, Ms. Marichic assured council she would check on the feasibility of it being added. Mr. Pierce said it was not included on the last map because that was based on the short-term plan and the time needed to accomplish the project. In addition, the project becomes more expensive when the upgrades occur at the Tenth Street Intersection.

Council disagreed and insisted it be added back to the plan for the safety of the students and others that cross that road, noting that this is only painting a crosswalk and nothing mechanical.

Ms. Marichic pointed out the third phase includes the conversion of Northwest Tenth Street and Buccaneer Boulevard to one-way roadways. Northwest Tenth Street would go toward the Rehoboth Boulevard intersection and Buccaneer Boulevard would go toward Route 113.

A sensitivity study was done on that change which determined it would be needed in 2037.

City Engineer James Puddicombe shared that as part of the analysis a grant application was included which would cover the costs of most of the improvements. However, it would also cause the timeline on the one-way roads to be moved up significantly.

Ms. Marichic also noted that they heard from the community that Northwest Tenth Street was very congested most of the time causing difficulty entering and exiting the Wawa property. But this changeover to a one-way street would help alleviate that congestion and allow easier access.

Councilmembers expressed various concerns related to the one-way change of Northwest Tenth Street and asked that more consideration be given. It was also pointed out that a non-resident may not understand the problems with adding the one-way restriction not just to local businesses, but to the residences, developments, and other businesses, in addition to drivers that utilize the far western side of Tenth Street that extends to Canterbury Road (Route 15).

When asked if the one-way restrictions can be considered later, Ms. Marichic emphasized that it would need to be considered a few years prior to its planned date to allow sufficient time to re-review.

She then clarified that the one-way pairs are not required till 2037. But the implementation of the bulk of this plan does restrict left turns from Rehoboth Boulevard onto Tenth Street. There is still a need for drivers to go to Buccaneer Boulevard even though Buccaneer and Tenth Streets will remain two-way initially.

It was confirmed this is informational only this evening and no action by Council was needed.

Agreement/Ratification Naviline/Cloud Hosting Solution

IT Director Pettigrew and City Management recommend the ratification of 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 f reduce operational and recovery risk. Funding is allocated in the FY24 budget for this project.

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.

Councilmember Boyle recommend the enclosed agreement be ratified 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, seconded by Councilmember Culotta. Motion carried.

Introduction of Ordinances

Mayor Campbell introduced the following four land application and code amendment ordinances, followed by a brief synopsis of each by Planning Director Rob Pierce:

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

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

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

*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*

Public hearings will be held before the Planning Commission on July 18, 2024 and will return for a final public hearing at the next Council meeting on July 24, 2023, after which time a final determination will be made by City Council.

EXECUTIVE SESSION

Councilmember Wilson moved to go into Executive Session reference the below statutes, seconded by Councilmember James:

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 8:09 pm for the purposes as are permitted by the Delaware Freedom of Information Act.

At 8:59 p.m., Councilmember Fulton moved to return to Open Session, seconded by Councilmember Culotta. Motion carried.

No action required.

ADJOURNMENT

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

The Council Meeting adjourned at 8:59 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

CITY OF MILFORD
COUNCIL MEETING MINUTES
July 17, 2023

The City Council of the City of Milford met for a Special Session on Monday, July 17, 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, Nirmala Samaroo, Brian Baer, Jason James Sr., and Katrina Wilson

STAFF: City Manager Mark Whitfield 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

No one was present or signed up to speak. The public comment session was closed.

CALL TO ORDER

Mayor Campbell called the Special Meeting to order prior to the unofficial Public Comment Session period at 6:07 p.m.

EXECUTIVE SESSION

Councilmember James moved to go into Executive Session reference the below statute, seconded by Councilmember Baer:

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 6:09 pm for the purposes permitted by the Delaware Freedom of Information Act.

At 7:51 p.m., Councilmember Culotta moved to return to Open Session, seconded by Councilmember Baer. Motion carried.

No action required.

ADJOURNMENT

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

The Council Meeting adjourned at 7:54 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder



PROCLAMATION 2023-20
DYSAUTONOMIA AWARENESS MONTH

- WHEREAS, Dysautonomia is a group of medical conditions that result in a malfunction of the autonomic nervous system, which is responsible for "automatic" bodily functions such as respiration, heart rate, blood pressure, digestion, temperature control and more;
- WHEREAS, Dysautonomia impacts over 70 million people around the world, and includes conditions such as Diabetic Autonomic Neuropathy, Vasovagal Syncope, Pure Autonomic Failure, and Postural Orthostatic Tachycardia Syndrome;
- WHEREAS, Dysautonomia impacts people of any age, gender, race, or background, including many individuals living in the City of Milford, Delaware;
- WHEREAS, Dysautonomia can be very disabling, and this disability can result in social isolation, stress on the families of those impacted, and financial hardship;
- WHEREAS, Some forms of Dysautonomia can result in death, causing tremendous pain and suffering for those impacted and their loved ones;
- WHEREAS, Increased awareness about Dysautonomia will help patients get diagnosed and treated earlier, save lives, and foster support for individuals and families coping with Dysautonomia in our community;
- WHEREAS, Dysautonomia International, a 501(c)(3) nonprofit organization that advocates on behalf of patients living with Dysautonomia, encourages communities to celebrate Dysautonomia Awareness Month each October around the world;
- WHEREAS, We seek to recognize the contributions of medical professionals, patients and family members who are working to educate our citizenry about Dysautonomia in the City of Milford.

NOW, THEREFORE, BE IT RESOLVED, I, Arthur J. Campbell, Mayor of the City of Milford, by the power vested in me, do hereby proclaim the month of October 2023 to be Dysautonomia Awareness Month in the City of Milford.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Milford to be affixed this 9th day of October 2023.

Mayor Arthur J. Campbell

Attest:

City Clerk Teresa K. Hudson



PROCLAMATION 2023-21 NATIONAL CUSTOMER SERVICE WEEK

WHEREAS, National Customer Service Week was first championed by the International Customer Service Association in 1984, proclaimed a National Event by Congress in 1992, and is now celebrated the first full week of October every year; and

WHEREAS, Customer Service Professionals work the front lines and are often the first to meet new customers and make a positive impact on behalf of the City; and

WHEREAS, Through the use of responsive policies and procedures, and by demonstrating simple courtesy, Customer Service Professionals go a long way toward ensuring customer satisfaction; and

WHEREAS, Having the passion to serve Milford's customers by supporting the City's efforts to deliver safe and reliable power, clean drinking water, sanitary wastewater and solid waste collection and disposal by maintaining a positive attitude when facing adversity, are personal goals of every Customer Service Professional in the City of Milford; and

WHEREAS, We celebrate National Customer Service Week to recognize the phenomenal job that Cash Operations & Revenue Supervisor Suzannah Frederick and her Customer Service Professionals do fifty-two weeks a year and because they understand their significance to the residents and businesses in the City of Milford; and

WHEREAS, The theme of this year's National Customer Service Week is "Celebrate Service" to recognize the value of service and the contributions of our frontline team who pours their time, energy, and compassion into the work of servicing customers, most often without recognition; and

WHEREAS, We applaud the value of the friendly, face-to-face, personal service that Cash Operations & Revenue Supervisor Suzannah Frederick, Billing Clerk I Julie Eisenbrey, Billing Clerk I Vicky Love, and the Service Professional Team eagerly provide to residents, property owners, businesses, and industries within our city by constantly looking for ways to assist and improve.

NOW, THEREFORE, BE IT RESOLVED, I, Arthur J. Campbell, Mayor of the City of Milford, by the power vested in me, do hereby proclaim October 2-6, 2023 to be National Customer Service Week in the City of Milford.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Milford to be affixed this 9th day of October 2023.

Mayor Arthur J. Campbell

Attest:

City Clerk Teresa K. Hudson



**PROCLAMATION 2023-22
RECOGNIZING PUBLIC POWER WEEK, OCTOBER 1-7**

**A WEEK-LONG CELEBRATION OF THE
CITY OF MILFORD'S YEAR-ROUND SERVICE TO ITS CUSTOMERS**

WHEREAS, the utility customers of Milford, Delaware, place a high value on local choice through our city-owned, not-for-profit electric utility; and

WHEREAS, the City of Milford Electric Utility provides our homes, businesses, schools, social service, and local government agencies with reliable, efficient, and safe electricity employing sound business practices designed to ensure the best possible service at the lowest possible rates; and

WHEREAS, the City of Milford Electric Staff, under the management of Electric Director Tony Chipo and his Professional Utility Team, is a valuable asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

WHEREAS, the City of Milford Electric Utility is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work and contributes to protecting the global environment.

NOW, THEREFORE, I, Mayor Arthur J. Campbell, do hereby proclaim October 1 to 6, 2023, as "PUBLIC POWER WEEK" in our community as Milford City Council continues to work to bring low-cost, safe, reliable, and sustainable electricity to our homes and businesses just as it has since the day it was created to serve all customers within Milford's Electrical Service Territory.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Milford to be affixed this 9th day of October 2023.

Mayor Arthur J. Campbell

Attest:

City Clerk Teresa K. Hudson



PROCLAMATION 2023-23
NATIONAL CYBER SECURITY AWARENESS MONTH

WHEREAS, the City of Milford recognizes the vital role technology has in our daily lives and the future of our Nation and State, whereby today many critical infrastructure sectors are increasingly reliant on information systems to support financial services, energy, telecommunications, transportation, utilities, healthcare, and emergency response systems; and

WHEREAS, internet users, citizens, and information infrastructure face an increasing threat of malicious cyber-attack, significant financial and personal privacy losses due to identity theft and fraud; and

WHEREAS, throughout October, in recognition of Cybersecurity Awareness Month, the Department of Homeland Security is committed to raising awareness about ways to combat the constant and ever-increasing danger from cyber threat actors; and

WHEREAS, Milford's IT Director Bill Pettigrew and IT Experts Denham Dodd, Paul Beebe, and Mike Smith maintain the security of cyberspace is a shared responsibility in which all of us have a critical role; and

WHEREAS, by integrating cybersecurity into the overall cultures and operations of the City of Milford, the Department leads by example; and

WHEREAS, the Cybersecurity and Infrastructure Security Agency (CISA) a division of the U.S. Department of Homeland Security, and its Cybersecurity Advisor, and the Delaware Department of Technology and Information have declared October as National Cyber Security Awareness Month.

NOW THEREFORE, BE IT RESOLVED, that I, Arthur J. Campbell, Mayor of the City of Milford, do hereby proclaim that all residents and businesses within the City of Milford support October 2023 as Cybersecurity Awareness Month; and

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Milford to be affixed this 9th day of October 2023.

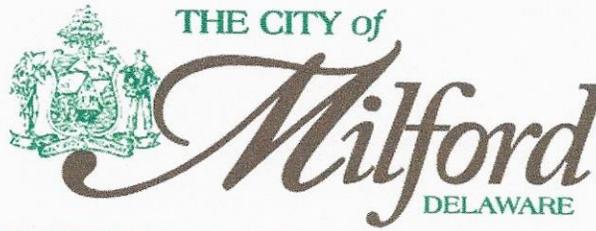
Mayor Arthur J. Campbell

Attest:

City Clerk Teresa K. Hudson



OFFICE OF THE CHIEF OF POLICE
CECILIA E. ASHE
cecilia.ashe@cj.state.de.us



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: October 5, 2023
RE: Activity Report/September 2023

Chief and Police Command Staff:

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

In the month of September Milford PD responded to over 1,454 calls for service.

- Members of the command staff attended various meeting to prepare for National Faith & Blue Weekend
- Chief Ashe and Jenna Haines were asked to present at the RTI Alternative Response to Policing Symposium in Durham NC to highlight the success of the Milford Police Department's Behavioral Unit.
- Chief Ashe was a panelist for the Bureau of Justice Assistance at the Annual Body Worn Camera Conference "Voices from the Field: Sustaining BWC Program Success."
- Milford Police Department Hosted the Law Enforcement Officers "Thank You Ride" where over 75-80 riders came to Milford PD for a good break and rest as they worked their way to their final stop in Dewey Beach.
- Milford Police Department continues to work on retention and recruitment of police officers under the 30x30 initiative.

MPD Activities for the Month

Community Engagement:

- K9 Mason and K9 Raven performed a DEMO for the Jeepers Back the Blue event at Dover Motor Speedway/Bally's Dover. This was a two-day event with several hundred in attendance. The crowd was very engaged with questions and positive feedback. Trading cards of both Mason and Raven were handed out to those in attendance.
- The staff at Silver Lake Estates was introduced to K9 Raven. K9 Raven did some minor obedience and pictures were taken with staff. Trading cards were given out as these are a big hit with the community.
- K9 Raven performed a K9 Demo for the Milford High School Cross-Country team. Raven was shown to the students. Raven was very playful and engaging with the students. Coaching Staff later contacted the Chief very appreciative of S/Cpl. Swan's engagement.

Emergency Preparedness:

- FCVC Application – Funding was approved and will be used for patrol overtime in high crime areas with a total funding amount \$61,129.84.
- SLEAF Application – Funding was approved for upgrades to police equipment \$8,768.26.
- Hired three recruits to fill current vacancies police officer positions within the Police Department. Recruits were hired the last week of September and have been training and conditioning for the Dover Police Academy which will begin on October 8, 2023.
- Mobile CAD went live this month. It was a very big hit with the officers as this technology will allow officers to see 911 calls for service on the screens in their vehicles as the calls are being entered in by dispatch. They are getting the information in real time and this improves officer situational awareness as they are responding to calls for service. Finally, this should improve response times of officers because they aren't waiting to be dispatched but can respond once they see it on the screen.

Training and Professional Development:

- Two detectives attended a Sex Crimes Investigation training held at the DSP Academy.
- Three dispatchers attended Front Desk Safety, which was hosted by the Human Resources Department.
- One officer attended Basic Motor Training held at the Dover Police Department, which will expand the number of officers within our Motor Unit.

Police Headquarters:

- Chief and staff throughout the month met with Bill and Mike from City IT to discuss layout of Net Carrier Phone System.
- Chief Ashe and Captain Wells attended PD Project Update meetings throughout the month.
- The gym floor matting was installed in the new police department and the installation was donated by Planet Fitness. This was a cost savings of approximately \$1,200 for the City of Milford. A big thank you to Planet Fitness for their support of Milford PD.
- Anticipated date for completion is late October, with move in during the first part of November.

Social Media/Public Information Update:

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

Our Facebook page had 205 new followers for a total following of 13,701. Posts during the month reached 158,736 people. Our top post for the month was the reveal of the new K9 car with a reach of 74,310 and 10,188 post engagement.

Our Instagram account had 454 new followers for a total following 1,882. Posts during the month reached 3,058 people.

On Twitter, our Tweets made 1102 impressions and our followers are at 1431 (increase of 3).

Our Nextdoor post reached 822 people during the month. Nextdoor reaches 2727 households in 15 neighborhoods according to statistics provided by the website.

No news items were picked up by local media outlets.

Behavioral Health Unit for Month of September:

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

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
September 1-September 3, 2023	4.5	N/A JH on Vacation	N/A	1	Referrals to Services: N/A	0	0	1
September 4-September 10, 2023 Labor Day	50	1. Rural Subcommittee Meeting 2. Support First Responders & Touch A Truck Event 3. Meeting w/ RTI to plan panel discussions regarding Alternative Responses to Policing Symposium	1. Modern Harm Reduction Strategies for the Increase of Fentanyl	6	Referrals to Services: Public Intoxication 10-81 Check the Welfare Public Assistance	1	1	7
September 11-September 17, 2023	53	1. Opioid System of Care Meeting 2. Salisbury University Presentation on the MPD BHU	1. The Effect of Gun Violence on American Mental Wellness	8	Referrals to Services: Public Assistance Check the Welfare Domestic Harassment Missing Person	0	0	8
September 18-September 24, 2023	39	1. Statewide Behavioral Health Stakeholders Meeting 2. RTI Alternative Responses to Policing Symposium in Raleigh/Durham, NC w/ Chief Ashe (3-Day Event)	1. How Technology is Both Positively and Negatively Affecting Domestic Violence	7	Referrals to Services: Shoplifting Public Assistance Check the Welfare Housing Resources	1	0	6
September 25-September 30, 2023	60	1. Delaware Housing Authority Meeting 2. Mind & Body Consortium Collaboration Meeting	1. Veteran Substance Abuse and Suicidality	7	Referrals to Services: Domestic Shoplifting Check the Welfare 10-81	0	1	5
Totals:	206.5			29		2	2	27
Year to Date Totals:	2082.25			337		24	40	307
Overall Totals:	5723.85			1120		85	119	1047

Highlights in the Month of September:

Annual Wreath Laying Ceremony for Fallen Officer Chad Spicer (Georgetown):

On 09/01/2023, Milford Police Department along with officers throughout the State gathered in Georgetown, DE to support the family of Chad Spicer and the Georgetown Police Department at the annual wreath laying ceremony in memory of Chad.



Promotion of Matthew Smith and Jonathan Ricketts:

On September 5, Chief Ashe announced the department's most recent set of promotions. Chief Ashe promoted Sgt. Matthew Smith to the rank of Lieutenant. Lt. Smith is a 21-year veteran of the Milford Police Department. Chief Ashe also promoted Detective Senior Corporal Jonathan Ricketts to the rank of Sergeant. Sgt. Ricketts is 7.5-year veteran of the Milford Police Department.



Lt. Robert Masten's Retirement:

Lt. Masten has served the Milford Community for the last 21 years. He was a 2002 graduate of the Delaware State Police Academy and has served with MPD throughout his entire career. During his career, he was assigned to the Patrol Division, Public Information Office, Community Policing, and as the Lieutenant of Training and Recruitment. Lt. Masten had previously served with the Special Operations Group and Bicycle Unit. Lt. Masten served as a School Resource Officer with the Milford School District for half of his career and influenced the lives of countless Milford students during his tenure. Lt. Masten was recognized by the FBI Law Enforcement Executive Development Association with the Trilogy Award and had received a Master's Degree in Criminal Justice Leadership from the University of Mississippi. We commend Lt. Masten for his service to the Milford community and wish him well on his retirement!

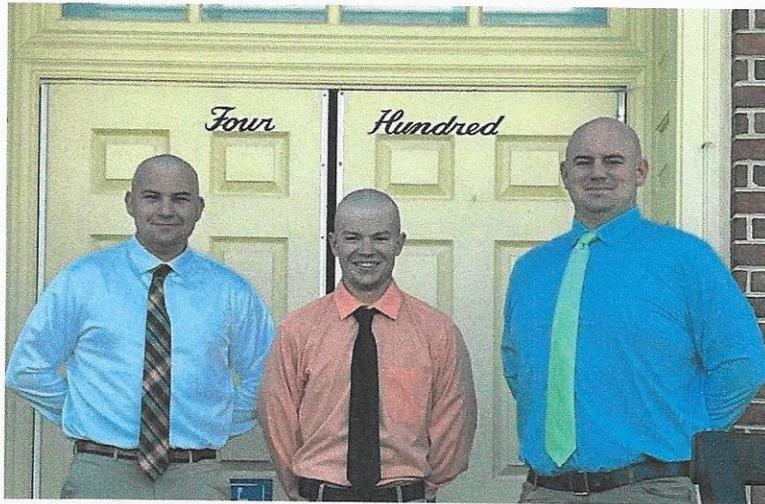


Leah Brasure promoted to Patrolwoman First Class as of 7/23/23:



Three Police Officer Vacancies filled:

The below three recruits were hired at the end of September and have been training and conditioning for the Dover Police Academy which will begin on October 8, 2023.



Landon Werner

Mitchell Shaffer

Walter Omans

Recognized Senior Patrol Member for years of volunteer service:

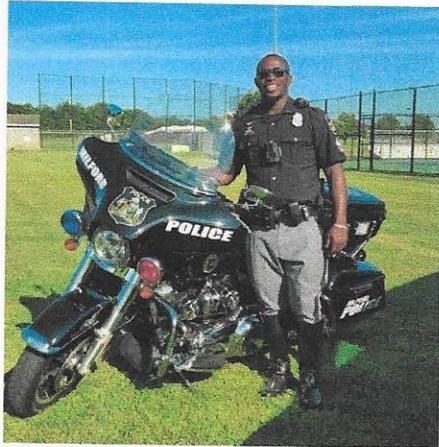
We had a great time this week catching up and honoring one of our long-time Volunteer Senior Patrol Members, Charlie Stevenson! For over 20 years, Charlie volunteered his services to the Milford community and this department.



New K9 vehicles put into service (09/08/2023):



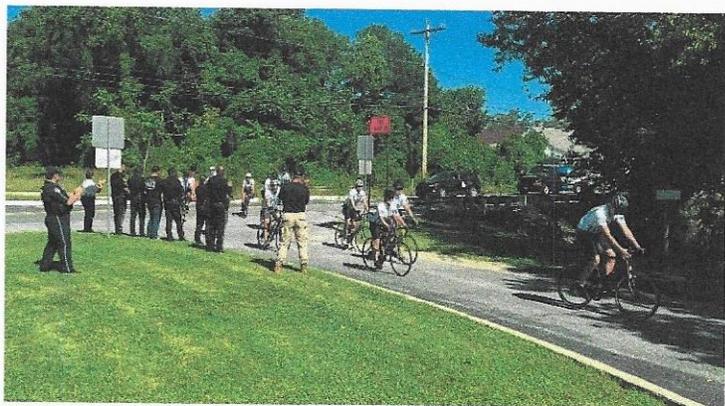
Milford Officers attended the 1st State BMX's Back the Blue race (09/02/2023):

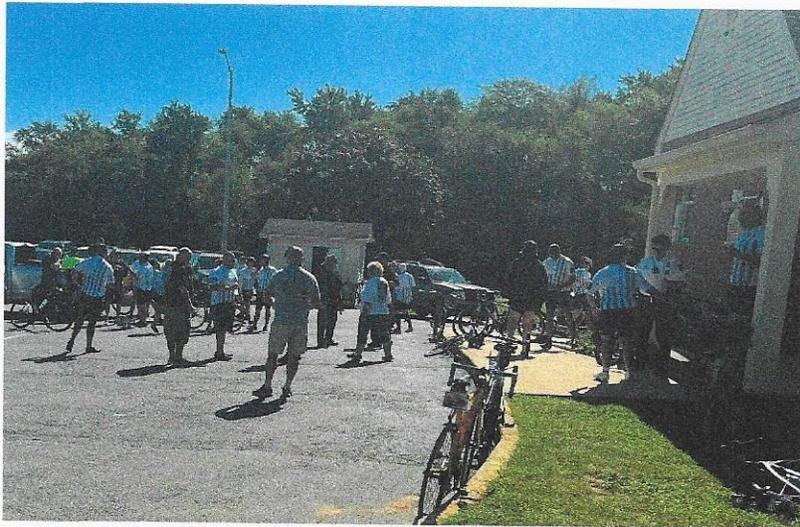


Officers attended the Support First Responders Touch-A-Truck event on 09/09 here in Milford: Officers appreciated all of the notes of encouragement that were left on the Milford patrol vehicle by community members.

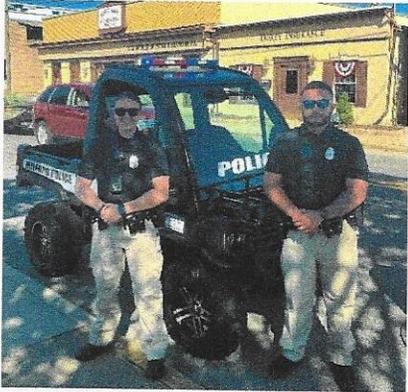
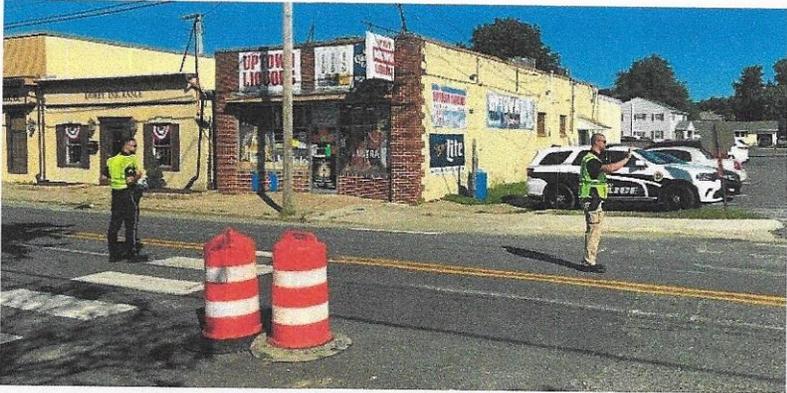


Milford PD provided a rest area for the Delaware Law Enforcement Thank You Ride as they travel through the state honoring fallen officers and thanking active law enforcement (09/15/23):

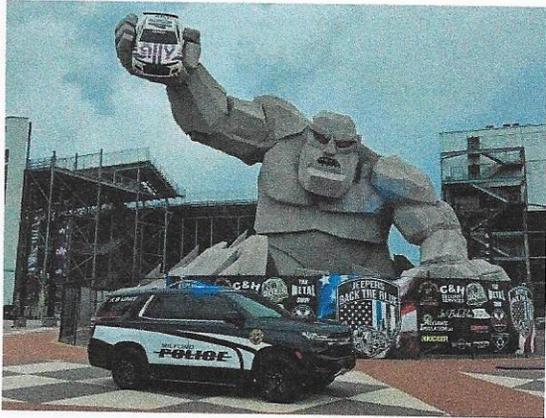




Officers attended and had a booth set up at the Annual Riverwalk Freedom Festival on 09/16/2023:



K9 Units attended the 7th Annual Jeepers Back the Blue Jamboree on 09/09/2023:



Officers and the Chief attended the Ladybug Musical Festival on 09/30/2023:





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

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

DATE: October 1, 2023
TO: Mayor and Members of City Council
FROM: City Clerk Terri Hudson
RE: September 2023

The City of Milford has seen a lot of activity in September. Residents and visitors have enjoyed some major events and while the weather was still very hot, it cooperated nicely for two of our bigger events—the Freedom and Ladybug Festivals. Rumor is the Freedom Festival saw a record high number of attendees estimated at more than 4,000. Our downtown streets were very crowded early in the afternoon with arrivals of all ages anxious and excited to hear the music provided throughout the afternoon and evening.

New event applications continue to be received for October. Visitors from the area will descend upon Milford next Wednesday for the annual Community Parade that begins at 6:30 pm. Mispillion Art League’s Big Draw was held this past Saturday in our downtown area, and new events Stuff the Truck, benefitting the Food Bank and Code Purple, and a Pop-Up Opera at Causey Mansion are scheduled this Saturday. Those are just a few activities that will take place over the next couple of weeks.

A complete list can be seen below:

Ongoing and upcoming events received to date:

Permit #	Organization	Event Name	Event Date
2023 27	DMI	Holiday Stroll & Christmas Market	12/2/2023
2023 37	DMI	After Market	11/5/23 – 12/17/23
2023 32	Mispillion Art League	Run for the Arts	11/04/2023
2023 19	Community Parade Committee	Milford Community Parade	10/18/2022
2023 40	DMI	Pop Up Opera Delaware	10/14/2023
2023 39	Milford Lions Club	Stuff the Truck (Benefit: Food Bank & Code Purpose)	10/14/2023
2023 16	American Foundation for Suicide Prevention	Out of Darkness Walk	10/14/2023
2023 38	Second Street Players	Mr. Moribund’s Monster Ball	10/13/2023
2023 32	Mispillion Art League	2023 Big Draw Festival	10/07/2023
2023 31	St John the Apostle Church	30 th Annual Oktoberfest	10/6/23- 10/7/23
2023 11	Downtown Milford Inc	Riverwalk Farmers Market	May-October 2023

We continue to receive compliments on the SCAT dinner hosted by our Mayor and City Council on September 6th. While the five-course meal and two presentations took somewhat longer than normal, many elected officials and staff from other cities were extremely impressed with the cuisine and ambiance of the restaurant.

This was a huge undertaking for the restaurant, and we want to publicly thank Owners Lisa and Poncho Johnson, Chef Jesus Valentino Gordiany and his team for their planning and hard work.

My office continues to take advantage of several training opportunities offered by various professional affiliates.

On the morning of September 25th, myself and part-time employees Carlene Wilson and Rose Kibler attended the Front Desk Safety and Security Seminar at Public Works. It was sponsored by Delea Founders Insurance Trust (our Workman Compensation Carrier) and arranged by our Human Resources Director.

As part of my participation in the Education PLUS Program of the International Institute of Municipal Clerks (IIMC), and my continued pursuit of educational and professional activities, the following training courses were taken last month:

Building a High-Performing Team on the Foundation of Trust
Bridging the Generational Divide in Our Workforce

Though Katrina has been working remotely, she has continued to keep current with education trends and last month attended the New England Municipal Clerks Institute and Academy, as well as an advanced training session through IIMC.

Also attended the Quarterly Business Meeting of the Delaware Municipal Clerks Association. A great deal of the discussion involved the Delaware-hosted IIMC Region II Conference which will be held in Dewey Beach in early January.

We look forward to hosting Municipal Clerks from Maryland, New Jersey, Pennsylvania, West Virginia, Virginia, and other clerks from across the county. A lot of enthusiasm is being put into the creation of an outstanding program as we prepare to roll out the Delaware and Sussex County hospitality to our friends and colleagues.

Monthly Activities

- Assisted multiple Delaware Municipalities with policy, procedural and related items
- Record requests/Assistance from City Departments (5)
- FOIA Requests to Date (95)
- Coordinate FOIA issues with other Departments to ensure compliance
- Created/revised/reloaded 09/11 Public Works & Utilities Committee Meeting Agenda (4) *
- Created/revised/reloaded 09/11 Public Works & Utilities Committee Meeting Packet (1) *

- Created/revise/reloaded 09/11 Council Meeting Agenda (8)
- Created/revise/reloaded 09/11 Council Meeting Packet (11)
- Created/revise/reloaded 09/25 Finance & Audit Committee Meeting Agenda (3)
- Created/revise/reloaded 09/25 Finance & Audit Committee Meeting Packet (3)
- Created/revise/reloaded 09/25 Council Workshop Agenda (5)
- Created/revise/reloaded 09/25 Council Workshop Packet (11)
- Created/revise/reloaded 09/27 Council Workshop Agenda (3)
- Created/revise/reloaded 09/27 Council Workshop Packet (4)
- Executive Sessions Year to Date (19)
- Created/revise/reloaded Planning Commission Notices (5)
- Created/revise/reloaded Planning Commission Agenda (1)
- Created/revise/reloaded Board of Adjustment Notices (0) NO Meeting
- Created/revise/reloaded Board of Adjustment Agenda (0) NO Meeting
- Created/revise/reloaded P & R Advisory Board Agenda (1) Meeting Canceled
- Created/revise/reloaded P & R Advisory Board Packet (1) Meeting Canceled
- Created/revise/reloaded Tree Preservation Advisory Council Agenda (0)
- Created/revise/reloaded Tree Preservation Advisory Council Packet (0)
- Created/revise/reloaded Milford Community Cemetery Board Agenda (0)
- Created/revise/reloaded Milford Community Cemetery Board Packet (0)
- Transcribed and proofread Minutes from City Council Meetings (2)
- Transcribed and Proofread Minutes from Board of Adjustment (0)
- Transcribed and proofread Minutes from Planning Commission (1)
- Transcribed and proofread Minutes from P & R Advisory Board (1)
- Transcribed and Proofread Minutes from Milford Community Cemetery Board (0)
- Transcribed and Proofread Minutes from Tree Preservation & Advisory Council (2)
- Provided Notary Public Services (14)
- Proclamations Created Year to Date (23)
- Resolutions Created Year to Date (21)
- Special Event Permits Requested to Date (40)

*Meeting Canceled

Chamber of Commerce for Greater Milford

Annual General Membership Meeting

Etta's Catering

319 Rehoboth Blvd.

Milford, DE 19968

Sponsored By:



Dover Federal
CREDIT UNION
LOCAL PEOPLE • LOCAL DECISIONS

 **Bayhealth**

Wednesday, October 18, 2023

Registration begins at 11:00 a.m. Announcements
will begin promptly at 11:30 a.m.

This meeting is held to provide you, our members, with the Chamber of Commerce for Greater Milford annual report and ask that you vote on the incoming board members. We are required to have a percentage of our membership participate and hope you can join us. The luncheon is \$25.00 per person, Cash, credit card, check made payable to:

Chamber of Commerce for Greater Milford. Avoid the delay and pay online: www.milfordchamber.com

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

Fried Chicken, mashed potatoes, gravy, roll, green beans, applesauce & dessert

Organization/Business: _____

Name(s): _____

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

Must return this form by Friday, October 13, 2023 BY NOON.

milford@milfordchamber.com or (302) 422-3344



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

PHONE 302.422.1111
FAX 302.424.3553
www.cityofmilford.com

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

- As host for the SCAT dinner on September 6 and the SCAT Steering Committee breakfast on Friday, September 8, numerous City staff was involved in the preparation. Thanks go out to Terri Hudson for handling all the dinner reservations and logistics with Benvenuto. Denham Dodd and Paul Beebe from IT made sure the AV was set up and working, including a City wifi hotspot. Public Works crews transported the smartboard. Parks and Rec transported the podium and flag. Valerie Heritage organized the SCAT breakfast that was held at the Senior Center. Brad Dennehy did a great job of telling the Milford Parks and Recreation “story” and provided an excellent tour of the downtown riverwalk after breakfast. Attendees were very impressed with our downtown riverwalk park projects. I also received numerous positive comments on the speaker Wednesday night. Overall, both events were a success.
- I spent much of the day on September 5 on-boarding Kevin Spence, the new DLLG Executive Director.
- I attended a day and a half DEMEC Mutual Aid Workshop that was put on by the American Public Power Association.
- James Puddicombe, Mike Svaby and I met with Peter Haag about the Rt 113 speed limit request. Due to the high number of accidents between Rt 1 and Rt 30, DELDOT already is studying this stretch for safety improvements, including the speed limit. Peter also stated that the “clanker” project for the Mispillion Bridge ranks very high on DELDOT’s capital program, and more than likely will be funded for an installation next year.
- We reached a tentative agreement with the dispatchers. The dispatchers voted ratify the contract and Council voted to ratify the following Monday.:
- We continue to work with Hearthstone regarding their trash issues within the condo units. The trash bins are typically overflowing, creating a mess.
- I attended the monthly DEMEC Executive Board meeting.
- We continue to work on the final street paving at West Shores. Solicitor Rutt is also involved.
- Mike, Rob and I met to discuss the ADU presentation to Council.
- I attended the quarterly meeting of the City Manager’s Association of Delaware
- I attended the monthly meeting of the Delaware State Chapter of APWA
- Councilpersons James, Wilson, Marabello, Culotta and I attended the DEMEC Annual Banquet in Dover.
- I attended the monthly executive board meeting of the Greater Milford Chamber of Commerce.

- Sara, Rob, Jason James and I met with a perspective business owner interested in placing his manufacturing building in the Milford Corporate Center
- Lou and I met with Councilman James to review the monthly Finance Report.
- Rob and I met with Solicitor Rutt regarding the Windward on the River pump station and Brightway Commons
- Rob, Sara and I met with Becker Morgan and Emory Hill regarding the Milford Corporate Center. Final subdivision plans were submitted this week to all agencies for approval.
- Tony and I met with Kimberly Schlichting and Scott Lynch from DEMEC regarding a potential battery storage project for the Milford Solar Farm.
- Councilmember Culotta, James (Pam), Mayor Campbell (Ronnie) and I attended the Delaware League of Local Governments meeting in Dover this week.
- Tony, Mike, Sara, Bill and I met regarding Daupler on-call system. We are investigating various on-call services and how they may improve our call outs.

TO: Mayor and City Council

THRU: Mark Whitfield, City Manager

FROM: Michael Svaby, Director, Public Works

DATE: October 5, 2023

RE: September's - Public Works Department Staff Report

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

Director's Office

- **Meeting Attendance/Whereabouts:**
 - Participated in several severe weather calls through Sussex County Emergency Services
 - Participated intermittently in two full-day asset management implement phone calls with Tyler Munis
- **Changed 2nd and Marshall Signals to 4-way flash** - under DelDOT direction
- Worked jointly with engineering to post **lead services plumbing requirements bid**
- **Set up the following training through DFIT membership (VP):**
 - Winter Maintenance Training: Pre-Season Activities, Plowing and Post-Storm Activities through DFIT
 - Two sessions of Front Desk and Active Shooter training
 - One session of De-Escalation training for Field Personnel
- Coordinated and attended two meetings on **Kiosk** installation at PD Building
- **Police Dept Project** - Attended job meetings, filed monthly Department of Labor report for US Census, reviewed transmittals and progress payments for the PD Building project. Coordinated work with Comcast, Site contractor for paving of 4th St, interaction between DelDOT and Zack on the intersection of 4th St and NE Front St Paving. Also Census Construction Report – in process of completing the Construction Census Report for September.

Public Services Division

Streets/Utilities

- Began stormwater maintenance effort in Milford Industrial park properties utilizing Miller Environmental.
- Conducting standard sweeping schedule along with weed spraying – in addition to both of these activities in prep for festival schedule.
- Assisted in storm prep as well as storm cleanup throughout the month including providing sandbags for public use, cleaning storm drains, clearing storm water pipes when needed, picking up debris – post storm.

Facilities/Refuse Management Section

- Worked on new HVAC unit for installation at City Hall
- Had Home Paramount spray for bugs at City Hall
- Had the Elevator at City Hall inspected- Passed
- Fixed lights in customer service basement
- Had motion light switches replaced at City Hall
- Had HVAC filters and maintenance done at all facilities and sub stations
- Helped with Marshall St light conversion to 4-way flash
- Coordinated with Charlie and had exterior of city hall pressured washed around doors and stairs

Water/Wastewater

- Located water main (difficult find) on Rt 113 NB for developer.
- Worked with Chad Carter at BMG on location of Seabury Fence, Work will proceed in forthcoming weeks.
- Followed up with Hydra Corp on Cross Connection Program roll out.

Engineering

- Participated in meetings with UD and other staff related to Reconnecting Communities and Neighborhoods (RCN) grant funding for Airport Road Bike Path Funding
- Completed final inspection of Lighthouse Estates for final paving and turnover.
- Provided oversight for third party inspections of Cypress Hall, Simpsons Crossing, Watergate and Wickersham development construction.
- Elected to the Delaware Association of Professional Engineers Council. This is a 4-year term and City Engineer Puddicombe occupies the Kent County seat.
- Selected as one of 32 engineers, nationally, into the APWA Emerging Leaders Academy.
- Met with citizens along New Street regarding sidewalk installation with largely positive response.
- Began site work for EV Charger installation in the Arena's Parking Lot.

Administration

- **Public Works Operations Supervisor** - Attained ASSE: American Society of Sanitary Engineering Public Works certification – in Cross Control and attended the National Rural Water Conference

New Employees/Recognition

- **New employee in Solid Waste** On Monday, September 18, 2023, Frederick Douglas began working as a Public Works Equipment Operator II-Solid Waste. In this role, Frederick will report to Brian Jester, Building Operations & Refuse Supervisor.
 - Frederick comes to us from Eagle Transfer Services where he was a refuse driver. Frederick lives in Milford, DE. In his free time, he enjoys going to the movies and exercising.





PUBLIC WORKS FACILITY

180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

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: September 2023 Electric Dept Staff Report
Date: October 4, 2023

Director's Office

- Coordinated interdepartmental mtg w/ Daupler Response Management solutions
 - Provides emergency call taking services (overflow and afterhours)
 - Coordinates crew callouts, customer notifications, etc
- Conducted performance review for Cornelio Ramirez-Contreras
- Participated in Capital Project Update Meeting
- Participated in DEMEC sponsored 2 day Mutual Aid Workshop
- Participated in Front Desk Safety and Security Seminar – De-escalation techniques, active shooter
- Attended DEMEC Board Mtg
- Continued Interviews for Line Technicians
 - Offer made and accepted
 - Anticipated start date 10/9/2023
- Attended mtg with other PW groups for presentation by DRC Emergency Services
 - Offers disaster planning, debris removal and clean up, Temp housing / Logistics
- Participated in NFPA EV Workshop
- Continued EV Charger install at arena's
 - Site prep and curbing installed
 - Service Panel and Conduits installed
- Participated in Hardware Troubleshooting Webinar hosted by QEI (SCADA Vendor)
- Held Project Status Update Mtg w/ DRG RE: Field Asset Collection
- Continued discussions regarding Energy Storage w/ Mark Whitfield and members of DEMEC
- Participated in Governors Energy Advisory Council (GEAC) Grid Modernization Working Group
- Participated in monthly AMI support call with AMP
- Revised Electric Tariff to remove internal fee references and instead reference external fee schedule document

Electric Lines

- Provided Technical Support to DRG for Field Audits
- Participated in Interviews for Line Technician
- Continued construction activities for New Business
- Developed various estimates for new developments
- Responded to various outages

Technical Services and Engineering

- Created points/wired connections for generator to SCADA to view when the PW generator will run and transfer

- Updated prints for DELDOT bridge projects – Front St, Maple Ave
- Updated prints for DELDOT work along New Wharf Rd
- Developed switching in support of DPL project
- Fixed SCADAPack 334 and created program for PLC at Washington St water plant
- Participated in AMI monthly support call
- Met with various contractors to specify metering equipment and advise on installation.
- Processed multiple applications for solar panel interconnections

Other:

Shelly Muise, Infrastructure Coordinator, represented the electric department at both the Riverwalk Freedom Festival and the Lady Bug Festival providing educational information to the public. Approx 500 items were distributed (200 children and 300 adults).

Electric Department -September 2023	September 2022	September 2023	FY22 YTD (07/01/22-09/30/22)	FY23 YTD (07/01/22-09/30/22)
Electric Division				
Trouble Service Call	20	17	61	60
Work Orders Completed	47	48	122	143
Outages	6	5	21	25
LED Street Lights Replaced	9	1	21	10
New Service Install	6	10	12	24
Poles Replaced	6	3	19	6
After Hours Calls	11	12	33	41
Trees Cut (Days)	7	4	19	4
Technical Services Division				
New Electric Service Installed/Meter Set	7	11	67	34
New Water Service Installed/Meter Set	4	6	12	20
Electric Meter Replacement	6	5	25	15
Water Meter Replacement	59	50	181	106
Work Orders Completed	667	703	1,992	2,100
After Hours Calls	3	5	10	8

5 outages: 1 auto accident, 2 vegetation (during a storm), 1 marked as other, and 1 unknown

TO: Mayor and City Council

FROM: Rob Pierce, AICP - Planning Director

DATE: October 2, 2023

RE: September 2023 – Planning Department Staff Report

- During the first nine months of the 2023 calendar year, the City issued 79 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 September based on issued building permits was \$63,323,940.
- The City of Milford has seen 173 projects with a committed investment of over \$33.0 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 \$960,00 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 six land use applications at the October meeting. These include three Comprehensive Plan Future Land Use Map amendments for the Milford Corporate Center, Burris Foods, Inc. and Lands of Randall Kenton. There are also two change of zone requests for the Milford Corporate Center and Burris Foods, Inc. related to the comprehensive plan amendments. There is also a Preliminary Major Subdivision application for Riverwalk Villas.
- The Board of Adjustment will review one variance application at their October meeting for the construction of a residential addition within the Knotts Landing development.
- The City granted final site plan approval for the Lab at Seascape project in Independence Commons.
- The City received a preliminary conditional use site plan resubmission for the Caliber Collision project and provided review comments to the applicant.
- The City received a final site plan submission for the Milford Ponds – Phase IV project and provided plan review comments to the applicant.
- The City reviewed a resubmission for the Riverwalk Villas preliminary major subdivision application and provided review comments to the applicant. This application has been placed on next available Planning Commission agenda for review.
- The City reviewed a Final Site Plan submission for the NAPA Valley Investments project and provided review comments to the applicant.
- The City received a final site plan submission for a minor revision to the Burger King drive-thru and is currently reviewing the plans.

- The City reviewed a resubmission of the 84 Lumber preliminary site plan application provided comments to the applicant.
- The City received a final major subdivision application for the Milford Corporate Center and is currently reviewing the application.
- The City received a final site plan application for 1st State Self Storage and is currently reviewing the application.
- Staff attended the weekly ERP Project update meetings.
- Planning Department staff attended 40 hours of ERP Implementation. Department resources will be committed to additional sessions over the next nine months.
- Attended monthly Milford Corporate Center project update meeting.
- Attended bi-monthly Builders & Remodelers Association of Delaware (BRAD) / City of Milford coordination meeting.
- Met with the University of Delaware Institute for Public Administration, Sara Bluhm and James Puddicombe regarding grant assistance for proposed transportation projects in the City's 5 year CIP.
- 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	18
Closed Cases	43
Open Cases at Start of Period	502
Open Cases at End of Period	478

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

Violation Activity:

New Violations Cited	Total
Abandoned Vehicle	2
Dangerous Tree	0
Furniture Violation	1
Generic Violation	2
Property Maintenance Violation	2
Rubbish & Garbage	1
Weeds & Grass	10
Zoning Use Violation	0
Total	18

Rental Licenses Issued: 5

Vendor Licenses Issued: 0

Contractors Licenses Issued: 8

Business Licenses Issued: 5

Building Permits Issued:

Permits Issued by Type	Count
Commercial Demolition	0
Commercial Foundation	4
Commercial Building Permit	5
Construction Trailer	3
Residential Demolition	0
Residential Building New Construction	1
Residential Renovation/Accessory	14
Roof/Siding Permit	4
Sign Permit	2
Solar Panel Permit	1
Utility Permit	6
Total	40

Inspections Performed:

Inspections Performed by Type	Count
Footer	19
Foundation	26
Framing	12
Insulation	12
Final	38
Residential Rental	66
Total	173

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: 10/03/23
RE: September 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 soccer fields at Tony Silicato Memorial Park.
- In preparation for SCAT tour of the downtown (9/8) a general clean-up was preformed including trimming shrubs and trees along both sides of the Riverwalk, weed trimmed the new playground at Memorial Park, weed trimmed S. Washington Street, S. Walnut Street, and Front Streets.
- A tree was cut down and overgrown brush/shrubbery was removed from behind the theater where there had been reports of homeless people camping. This area is now open and a lot more visible.
- The amphitheater at the library was pressure washed, including the brick walls, sidewalks, and seating areas. The same contractor has been continuing to do pressure washing at the library to improve the look of this area.
- Crews removed weeds from the beds outside of the Jesus Love Temple and median on Walnut Street.
- All the municipal parking lots were trimmed and cleaned up prior to the Freedom Festival.
- Crews assisted with Freedom Festival (9/16) with placing trash cans out and trash collection day of the event, putting up barricades for street closures at 5 AM, installing temporary fencing in Bicentennial Park, preparing paddleboats, and delivering them, helping with road closures for fireworks, and staying late to clean up everything.
- Watering of flowers in all hanging baskets and flowerbeds continued by seasonal personnel.
- Crews continued to assist the Electric Department with removing vegetation off electric transformers throughout the City.
- Staff continue to address any issues which are reported by the SeeClickFix app.

- Crews assisted with the Ladybug Festival (9/23) with helping to install temporary fencing, placing trash cans out and day of trash pick-up.
- Two replacement John Deere “Gators” were purchased. These pieces of equipment are heavily used in the parks for trash detail, spreading mulch and events.

Recreation

Fall Program Information

- **Youth Soccer**

Fall Soccer started September 12 and MPR again has maxed out its programs for all age groups. Parent Volunteers for this program have more than doubled this past season.

- **Tiny Tykes Multi-Sport Program**

Due to limited programs in Milford for our very youngest in the community, MPR started a Tiny Tykes Multi-Sport program to introduce soccer, basketball, and flag football to children 3-4 years of age. This program will not only help to start to build motor skills and a team mentality, but it will also help them to engage in social emotional learning with their peers.

- **Tennis**

This Fall Season has seen a big growth in participants signing up for this program when compared to last year’s number of 12 sign-ups and this year’s number is 26. There were participants still on the waitlist. MPR has also added a new Head Tennis Coach to the program.

- **Field Hockey**

This program has also seen a huge uptick for sign-ups. Last year, 11 people participated in the program and this year we have 28 sign-ups along with a few on the waitlist. MPR has also brought in a new Field Hockey Coach.

- **Adult Kickball**

MPR has started a brand-new adult program to offer more play and fun as an alternative to traditional sports for the adult community. Currently, we have 50 participants enrolled in this program.

Future Winter Programs

MPR has announced and launched their Winter Programs for the 2023-2024 season. 8 people have signed up in less than 24 hours since the announcement.

Other

- Director attended the SCAT dinner at Benvenuto restaurant (9/6).
- Director attended the SCAT breakfast with the mayor, members of Council and the City Manager. Assisted event with giving a speech regarding the Riverwalk and a walking tour of the Riverwalk and downtown.

- Director submitted for two DNREC ORPT grants for potential funding for parks projects.
- Director attended the winter pre-season training event at Public Works (9/20).
- Administrative assistant (Doreen Wrightsmen) attended the 'Front door' security training at Public Works (9/11).
- Have secured a contractor who is coordinating repair for the floating kayak dock. Currently waiting on his proposal for the cost of the repairs.
- Design consultant continued efforts on Sharp property park. Preliminary designs for the entrance way, parking lot and trails have been created. The next item will to be design the entrance way and parking lot.
- Plans for the Gateways into Milford are still being reviewed by Del.DOT.
- Pickleball courts are nearing completion. Striping of parking spaces has occurred. Striping of courts is due to occur (10/19). As soon as this occurs the courts will be open.
- Construction resumed on the new playground week of 10/2. Work should be completed in the next couple of weeks.





Winter *Sports Programs*



Youth Basketball

Evaluations: Saturday, Dec. 16

- Ages 8 – 9: 9:00 – 10:00am
- Ages 10 – 11: 10:00 – 11:00am
- Ages 12 – 14: 11:00 – 12:00pm

Jan. 2 – Feb. 24
 Milford Boys & Girls Club

Ages 6 – 7 (Instructional)

Tuesdays, 6:30 – 7:15pm

\$50

Ages 8 – 9

Practice: Tuesdays, 7:30 – 8:30pm

Games: Saturdays

\$60

Ages 10 – 11

Practice: Thursdays, 6:30 – 7:30pm

Games: Saturdays

\$60

Ages 12 – 14

Practice: Thursdays, 7:30 – 8:30pm &

8:30pm – 9:30pm

Games: Saturdays

\$60



Pickleball League

Jan. 8 – March 11
 Milford Boys & Girls Club
 Ages 15+

Mondays, 6:30 – 8:30pm

Team Fee: \$60

Individual Fee: \$30

Drop-in Pickleball

Jan. 10 – Feb. 28
 Milford Boys & Girls Club
 Ages 15+

Wednesdays, 9:00 – 11:00am

Program Fee: \$25

Drop-in Fee: \$5



Taekwondo

Jan. 8 – Feb. 28
 Mispillion Elementary School
 Ages 7+
 Mondays & Wednesdays, 5:00 – 6:00pm
 \$60

Drop-in Basketball

Jan. 10 – Feb. 28
 Milford Boys & Girls Club
 Ages 20+
 Wednesdays, 6:30 – 8:30pm
 Program Fee: \$25
 Drop-in Fee: \$5



Indoor Soccer

Evaluations: Sunday, Dec. 10

- Ages 7 – 8: 1:00 – 2:00pm
- Ages 9 – 10: 2:00 – 3:00pm
- Ages 11 – 14: 3:00 – 4:00pm

Jan. 7 – March 3
 Milford Boys & Girls Club

Ages 5 – 6 (Instructional)

Sundays, 1:00 – 1:30pm

\$25

Ages 7 – 8

Sundays, 1:30 – 2:15pm

\$50

Ages 9 – 10

Sundays, 2:15 – 3:00pm

\$50

Ages 11 – 14

Sundays, 3:00 – 4:30pm

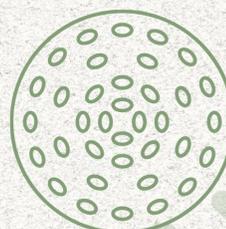
\$50

Wrestling



Nov. 7 – Jan. 4
 Milford HS Wrestling Room
 Ages 5 – 12 Tuesdays & Thursdays, 6:00 – 7:30pm
 \$60

Dodgeball League



Jan. 19 – March 15
 Ages 16+
 Fridays, 6:00 – 8:30pm
 Team Fee: \$60
 Individual Fee: \$10
 -6 player minimum per team



REGISTER ONLINE:

<https://bit.ly/COMPRRegister>
 302.422.1104 X 2



HUMAN RESOURCES
10 SE Second Street
Milford, DE 19963

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: October 3, 2023

RE: September 2023 –Human Resources Department Staff Report

- Onboarded new hires for the following positions:
Public Works Equipment Operator II-Solid Waste-1 employee
Police Officer-3 employees
- Attended Teamsters Police Dispatchers Mediation
- Interviews were conducted for the positions of Electric Line Technician and Public Works Equipment Operator-Streets & Utilities.
- Job offer was extended and accepted for the positions of Electric Line Technician, Second Class, and Public Works Equipment Operator-Streets & Utilities.
- Earned the Society of Human Resources Management (SHRM) Department of One Specialty Credential.
- Assisted the President and CEO of DEMEC with the recruitment process for a Human Resources Director.
- **Current Job Openings as of October 3, 2023:**
- Arborist/Urban Forestry Coordinator-1 opening
- Electric Line Technician, First Class, or Second Class-2 openings
- Police Dispatcher-2 openings
- Police Officer-1 opening
- Cash Operations Clerk II-1 opening
- Code Enforcement Official II-1 opening

- 2023 Service Awards scheduled for Friday, October 13, 2023, at the Parks and Recreation Facility.



OCTOBER 13, 2023 FROM 11:00 AM – 3:00 PM

Mission BBQ Lunch 11:00 am – 1:00 pm ~ Service Awards Presentation 1:00 pm - 1:30 pm

Cornhole Tournament 1:30 pm – 3:30 pm

	<u>1 Year</u>		<u>5 Years</u>	
	Paul Beebe	Anthony Chipola	Julie Argo	John Badger
	Jay Clark	Anthony Demora	Sherrie Eve Bennett	Alexander Davis
	Stephen Gerardi	Carlos Hernandez-Marin	Cole Jackson	Victoria Love
	Joshua Hutchinson	Brian Jester	Sandra Peck	Cheyenne Rivera
	Brandon Keller	Cody Lahman	Jamesha Williams	
	James Matthews	Emilio Mola	<u>10 Years</u>	
	Matthew Patterson	William Pettigrew	Nigel Golding	Timothy Maloney, Jr
	Dawn Rowe	Hunter Simpson	Albert Sargent, Jr	Ralph Skinner, Jr
	Michael Smith	Mikki Tolson	Mikhail Stanton	Katrina White
	Ashley Treco			
	<u>20 Years</u>	<u>35 Years</u>	<u>40 Years</u>	<u>45 Years</u>
	Charles Nordberg	Richard Jefferson	Thurman Benson	Teresa Hudson
	Vincent Waydelis			

To: City Council and Mayor
From: Sara Bluhm, Economic Development & Community Engagement Administrator
Subject: September Monthly Report
Date: October 4, 2023

Economic Development

- Met several times with UD GAP team to develop USDOT Reconnecting Communities & Neighborhoods grant application for Airport Rd. shared use path; grant submitted on 9/28
- Met with City Engineer, Planner and KCI to discuss second MCC test well site
- Learned about Brownfield Development grants from DNREC representative and added to growinmilford.com
- Met with potential Milford investor about future economic development opportunities
- Met with potential MCC investor, City Manager, City Planner and Councilman James
- Attended and supported Pugs 2, LLC Site Readiness presentation to CDF; they received level 2 grant
- Met with Tre Sorelle Dolce owner regarding Bicentennial Park holiday pop-up ice rink
- Met with Linda Parkowski to discuss KEP membership benefits
- Attended DPP quarterly meeting
- Met with Dentsply Sirona HR Director to introduce myself and city partnership
- Moving Experience launched Lot 13 listing

Community Engagement

- Participated in DE Arts Alliance Milford Focus Group
- Finalized new phone auto attendant script and recordings; coordinated staff recommended changes; updated internal call list as shared document for easy updating
- Revamped Customer Service rates webpage and created a shared document Fee Schedule for staff to easily maintain
- Tabled at the Ladybug Festival – gave away PW and P&R materials, Drive25 signs, Mispillion River branded materials

Meetings/Trainings

- Attended Daupler software demo with Electric Director and other staff then reviewed internally
- Helped with DLLG Executive Director onboarding
- Attended September Leadership Delaware sessions; themes – Kent County
- Attended Cinnaire webinar with author Richard Rothstein about his new book, Just Action, discussing land use
- Attended CivicPlus website redesign webinar – step 1 of the process
- Virtually attended Central Delaware Economic Summit held at DTCC in Dover
- Participated in quarterly Delaware Business Roundtable meeting with LDI; heard from Adesis owner and UD Athletic Director
- Attended quarterly BRAD meeting
- Attended monthly Kent County Tourism Board meeting
- Met internally regarding lead services grant opportunities

- Submitted Chamber quarterly newsletter column
- Designed Parks & Recreation Winter Sports Programs flyer
- Virtually attended LDI Fall Workshop – theme: Think Differently
- Monthly BMG meeting regarding Milford Corporate Center planning
- Participated in weekly streets update meeting with PW Dept
- Interviewed Lisa Ratliff and Alexis Stotler (the little school at Kids Cottage) for LDI October session intro

Social Media/Website

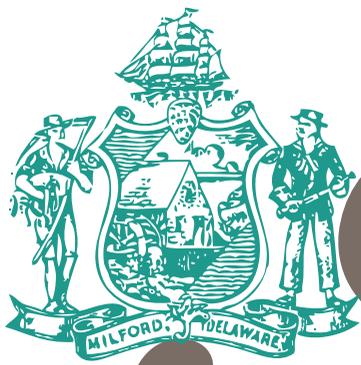
- September 2023 Insights:
 - City of Milford Facebook: 21 new likes (total: 4,404); 97,613 reached (409,684 last month); 1,903 page visits (3,771 last month)
 - Parks & Rec Facebook: 59 new likes (total: 3,545); 8,170 reached (6,145 last month); 3,180 page visits (1,115 last month)
 - Instagram: 19 new likes (total: 1,271); 840 accounts reached (1,322 last month); 94 profile visits (125 last month)
 - Twitter: 247 impressions, 1,372 followers
 - ChatBot: 90 self-service resolutions; 58.8% self-service resolution rate; \$450 cost savings
 - MyMilford: 43 issues created; 36 issues closed; Average Days to Close: 3.6

Email Campaigns

- September utility newsletter to full database (customers and business license holders) (5,396): 51% open

Press Releases

- City of Milford invites Public to N. Rehoboth Boulevard and N. Walnut Street Corridor Study Open House (9/25/23)
- City of Milford Celebrates Public Power, Customer Service Week (9/27/23)



Milford

River Town • Art Town • Home Town

DELAWARE

Milford Named Purple Heart City

The Patriot Members of the Department of Delaware Military Order of the Purple Heart, USA designated the City of Milford as a Purple Heart City during the 2023 Riverwalk Freedom Festival on Saturday, Sept. 16 for its dedication and support honoring America's combat wounded veterans. Designated reserved parking for combat wounded veterans will be posted in the coming months.



ABOVE LEFT: Ronnie Campbell, Mayor Archie Campbell, Capt. Jackson and Ann Devers at the Riverwalk Freedom Festival award presentation. **ABOVE RIGHT:** Milford resident John Cirafici received a Purple Heart from Mayor Campbell for being wounded in the Vietnam and Gulf Wars.

Curbside Leaf Collection

Leaf collection service is provided beginning late October through early January. Crews will inspect the entire City weekly for leaves placed out for collection. There is no need to call for scheduling. Each area will be collected once per week. Please ensure leaves are raked to the curb no later than 7:00 am Monday morning. Leaves must be free of debris and uncovered. Piles placed away from curb will not be collected. Due to the size of the City and collection equipment available, collection may take several days and will be subject to weather conditions and demand. Please be patient as our crews are working hard to provide this valuable service to the citizens of the City of Milford.

N. Rehoboth Blvd. Open House

The City will host a N. Rehoboth Boulevard and N. Walnut Street Corridor public input meeting on Wednesday, October 25, 2023 from 6:00-8:00 PM at the Public Works Facility, 180 Vickers Drive. Representatives from the City and the Dover/Kent County MPO will be available during the two-hour period to gather feedback from the public.

City Council Round-up: September

At the Sept. 11 City Council meeting, Council heard department reports, authorized a change order for the Memorial Park upgrades and made revisions to the Independence Commons deed restrictions. At the Sept. 25 meeting, Council approved a preliminary site plan for a fast-food restaurant in front of Milford Movies 9 and the Milford Middle School. They also approved the Food Bank of Delaware's comprehensive sign plan, an ADU request, change of zone along Rt. 113 and the S. Walnut St. Bike/Pedestrian study. All public meetings can be viewed live or recorded online at the City of Milford website at www.cityofmilford.com/553/Watch-Public-Meetings.

Sussex Towns Tour Downtown

The Sussex County Association of Towns recently hosted their monthly breakfast in Milford and our Parks & Recreation Director, Brad Dennehy, toured the group around the Downtown Riverwalk. He shared the following statistic. Since 2014, we have undertaken the following: completed the elevated boardwalk on Goat Island; built two dog parks, extended it to a third section, installed irrigation, picnic benches and fountains; built a floating kayak dock behind Arena's restaurant; built an educational pavilion and overlooks on Goat Island; removed and replaced over 10,000 square feet of wooden boardwalk with composite deck boards; re-planked and painted the bicentennial bridge; had all the light poles along the river removed and re-powder coated, and all new LED fixtures installed; refurbished the basketball courts with new surfacing, backboards, fencing and sidewalks; removed and replaced a lot of cracked concrete sidewalk and settled pavers; installed all new signage in the parks, with our updated logos; and just removed and replaced over 600 linear feet of an old guardrail with a new stainless steel LED lighted guardrail. All these upgrades equate to almost \$1.5 million investment over the last nine years, averaging ~\$166,000/year on improvements.

Public Utility Education

City of Milford Celebrates Public Power, Customer Service Week

The City of Milford is celebrating Public Power Week (#PublicPowerWeek), Oct. 1-7, along with more than 2,000 other community-owned, not-for-profit electric utilities that collectively provide electricity to 49 million Americans.

“Public Power Week celebrates the community-owned electricity that the City of Milford provides to our residents and businesses,” said Anthony Chipola, Electric Director. “Public power puts the people of Milford first, and Public Power Week gives us the chance to emphasize the advantages of locally grown, locally owned power to our citizens.”

Today the City of Milford has two substations and nine primary power feeders. It serves 6,948 residential customers and 1,432 commercial and industrial customers.

“Our service is reliable and safe, and we take pride in serving our friends and neighbors,” said Chipola. “The City of Milford Electric Division is proud to serve the community’s residents and commercial customers.”

Check out the City of Milford’s Public Power Week video here: https://youtu.be/_YCr5ICPzX4

The City of Milford is also celebrating National Customer Service Week, Oct. 2-6. The theme of this year’s National Customer Service Week is “You Make the Magic Happen” to emphasize the role of today’s Customer Service Representative and how “magical” the experience can be if you have all the right elements in place.

Having the passion to serve Milford’s customers by supporting the City’s efforts to deliver safe and reliable power, clean drinking water, sanitary wastewater and solid waste collection and disposal by maintaining a positive attitude when facing adversity, are personal goals of every Customer Service Professional in the City of Milford.

“We celebrate National Customer Service Week to recognize the phenomenal job that our Customer Service Professionals do fifty-two weeks a year and because they understand their significance to the City of Milford,” said Louis Vitola, Finance Director. “We applaud the value of the friendly, face-to-face, personal service our Customer Service Professionals eagerly provide to residents, property owners, businesses, and industries within our City by constantly looking for ways to assist and improve.”

Employee Spotlight

Sandra Peck Accountant



1. How long have you worked for the City of Milford? **5 years**
2. Have you always worked in this role? **No. I was hired to do payroll and bank reconciliations.**
3. What is your favorite thing about working for the City? **Doing project work.**
4. What do you enjoy doing in your free time? **Running, fishing, archery, riding my motorcycle, live music and hanging with my family.**

Sandra sets the bar high in terms of achievement, demonstrating through her energetic pursuit of excellence that nothing is impossible. Her impact is felt throughout the City’s operating departments, as her unwavering commitment to internal customer service is exceeded only by the pride and purpose driving her efforts. We’re lucky to have Sandra on our side.

- Lou Vitola, Finance Director

Meet the Chief

Join 3rd Ward Council members Brian Baer and Nirmala Samaroo to Meet the Chief of the Milford Police Department, Cecilia Ashe, on Wednesday, Oct. 25 from 6-8pm at the Milford Public Library. All are welcome.

City Office Closures

City offices will be closed Friday, November 10, Thursday, November 23, and Friday, November 24 for the holidays. Trash, Recycling and yard waste may differ on these dates. Check the schedule online at www.cityofmilford.com/87/Solid-Waste

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:

Electric Line Technician, First Class, Second Class, Third Class, or Ground Technician (2 openings)	Arborist/Urban Forestry Coordinator
Salary Range: 66,435.20-97,260.80	\$56,123.93
	Cash Operations Clerk II
	\$38,333.40
	Code Enforcement Official II
	\$56,123.93
Apply Online @ www.cityofmilford.com	

Winter

Sports Programs



Youth Basketball

Evaluations: Saturday, Dec. 16

- Ages 8 – 9: 9:00 – 10:00am
- Ages 10 – 11: 10:00 – 11:00am
- Ages 12 – 14: 11:00 – 12:00pm

Jan. 2 – Feb. 24
 Milford Boys & Girls Club

Ages 6 – 7 (Instructional)
 Tuesdays, 6:30 – 7:15pm
 \$50

Ages 8 – 9
 Practice: Tuesdays, 7:30 – 8:30pm
 Games: Saturdays
 \$60

Ages 10 – 11
 Practice: Thursdays, 6:30 – 7:30pm
 Games: Saturdays
 \$60

Ages 12 – 14
 Practice: Thursdays, 7:30 – 8:30pm &
 8:30pm – 9:30pm
 Games: Saturdays
 \$60



Taekwondo

Jan. 8 – Feb. 28
 Mispillion Elementary School
 Ages 7+
 Mondays & Wednesdays, 5:00 – 6:00pm
 \$60

Drop-in Basketball

Jan. 10 – Feb. 28
 Milford Boys & Girls Club
 Ages 20+
 Wednesdays, 6:30 – 8:30pm
 Program Fee: \$25
 Drop-in Fee: \$5



Wrestling



Nov. 7 – Jan. 4
 Milford HS Wrestling Room
 Ages 5 – 12 Tuesdays & Thursdays, 6:00 – 7:30pm
 \$60



Pickleball League

Jan. 8 – March 11
 Milford Boys & Girls Club
 Ages 15+
 Mondays, 6:30 – 8:30pm
 Team Fee: \$60
 Individual Fee: \$30

Drop-in Pickleball

Jan. 10 – Feb. 28
 Milford Boys & Girls Club
 Ages 15+
 Wednesdays, 9:00 – 11:00am
 Program Fee: \$25
 Drop-in Fee: \$5



Indoor Soccer

Evaluations: Sunday, Dec. 10

- Ages 7 – 8: 1:00 – 2:00pm
- Ages 9 – 10: 2:00 – 3:00pm
- Ages 11 – 14: 3:00 – 4:00pm

Jan. 7 – March 3
 Milford Boys & Girls Club

Ages 5 – 6 (Instructional)
 Sundays, 1:00 – 1:30pm
 \$25

Ages 7 – 8
 Sundays, 1:30 – 2:15pm
 \$50

Ages 9 – 10
 Sundays, 2:15 – 3:00pm
 \$50

Ages 11 – 14
 Sundays, 3:00 – 4:30pm
 \$50

Dodgeball League



Jan. 19 – March 15
 Ages 16+
 Fridays, 6:00 – 8:30pm
 Team Fee: \$60
 Individual Fee: \$10
 • 6 player minimum per team



REGISTER ONLINE:
<https://bit.ly/COMPRRegister>
 302.422.1104 X 2

Date: October 9th 2023
To: Mayor and City Council
From: Bill Pettigrew
Re: October 2023 Information Technology Department Staff Report



Cybersecurity

Welcome to Cybersecurity awareness month, the IT department appreciates the mayor & council's proclamation helping awareness of serious threats to Milford. The IT department takes cybersecurity very serious, and just in this last year we have implemented solutions to make us more secure like 24/7/365 network monitoring by a managed service provider (MSP), changed to a next generation world leader antivirus solution in CrowdStrike, upgraded our Microsoft 365 licenses to take advantage of security features available to government entities, utilized network scanning software to identify hardware & software vulnerabilities, performed a month long firewall analyses across our data centers, and much more. During cybersecurity awareness month we will be reminding city employees of best security practices through training and the occasional internal phishing test.

IT's Role in the ERP Project

Implementation has started on the Tax Solutions module

Riverwalk Public Wi-Fi

Currently working on a draft RFI as well as establishing an internal committee

Central Square's Naviline Cloud Hosting

The Naviline Cloud hosting is moving forward with weekly status updates. A VPN tunnel has been established, and we are currently resolving issues with IBM iSeries applications.



FINANCE DEPARTMENT
10 SE Second Street
Milford, DE 19963

PHONE 302.424.5140
FAX 302.424.5932
www.cityofmilford.com

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

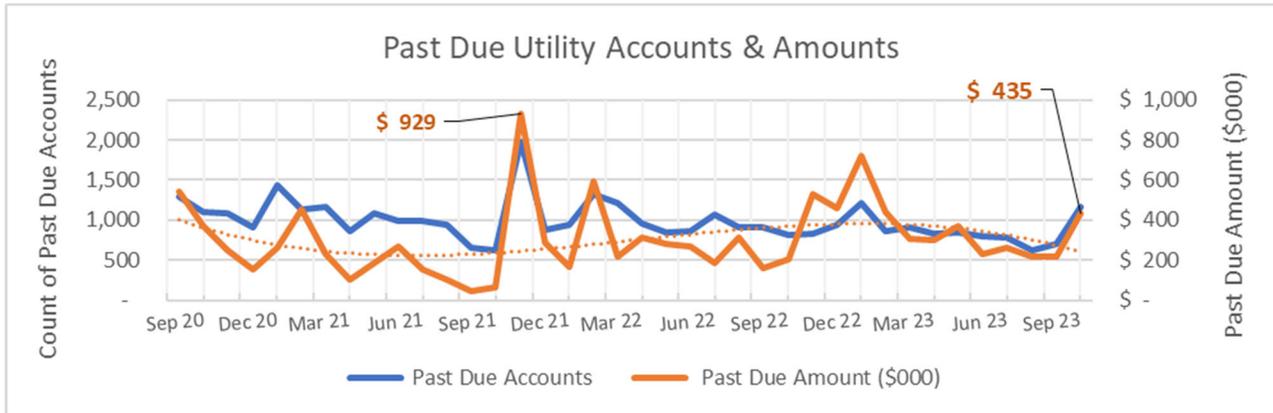
- Monthly Financial Reporting
 - The Finance Report for the month ended August 31, 2023 was presented to City Council
- Staffing
 - Cash operations interviews are extending into October; candidates show promise
- Training and Improvement Efforts
 - Training efforts related to the Tyler ERP core financial module continued following the July 3, 2023 go-live date; specifically, topics related to month-end closing, direct disbursements, and reporting features were explored to begin leveraging more advanced features of the software
 - The customer service team logged 32 training hours on cash receipts and other modules
 - The property tax implementation is kicking off in October with sessions across customer service, finance and IT disciplines
- 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 9/30/23	Less: Retainage & Unpaid	Paid as of 9/30/23
Construction & CM: Total Bid Awards	\$ 13,650,954	\$ 12,666,519	\$ (1,446,672)	\$ 11,219,847
Plus (Less) Proposed Change Orders	321,965	-	-	-
Subtotal: Construction & CM Contracts	\$ 13,972,918	\$ 12,666,519	\$ (1,446,672)	\$ 11,219,847
Other Project Expenses & Contingencies				
Design / Architect (BMG)	\$ 849,912	\$ 834,520	\$ (22,187)	\$ 812,333
Builder's Contingency	487,698	-	-	-
Owner's Contingency	589,472	515,388	(329,985)	185,403
Owner's FFE (\$350k) / Tech (\$150k)	600,000	-	-	-
Subtotal: Pre/Post-Construction & Contingencies	\$ 2,527,082	\$ 1,349,908	\$ (352,172)	\$ 997,736
Grand Total Project Budget	\$ 16,500,000	\$ 14,016,427	\$ (1,798,844)	\$ 12,217,583

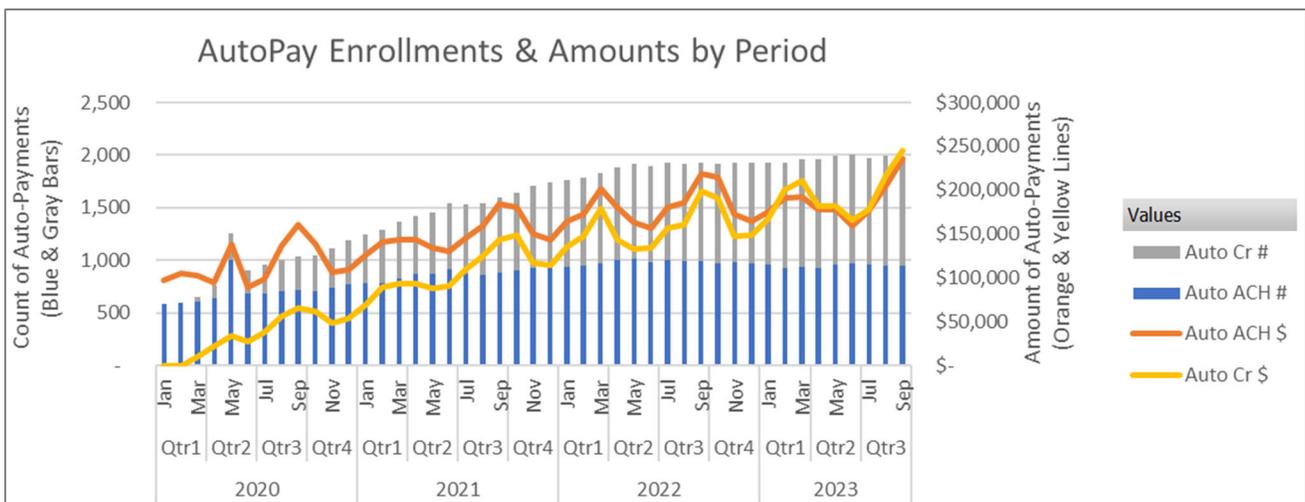
- FY22 Audit
 - The FY22 audit process has been delayed from the outset as a result of the extended FY21 process
 - We are working on outstanding components of the financial statements and expect to schedule fieldwork and testing by the end of this week
- Billing & Customer Service Department
 - Staff executed the FY24 property tax billing in August; tax payments were due by September 29
 - Past Due Property Tax Statistics for Current and Prior Years will resume in November
 - The tax levy exceeded seasonalized budget expectations as of the initial billing, and cash collections through the first 50 days since billing for the last three fiscal years are reported in the table at right
 - The Customer Service Team is armed with resources to quickly walk through property tax calculations with residents inquiring about the increase, and we produced marketing materials to promote transparency and education among property owners that may be reviewing the tax increase in detail for the first time

Period	Total	% of Levy
2023 (FY24)	\$ 3,673,575	64.8%
2022 (FY23)	3,233,352	66.3%
2021 (FY22)	2,851,431	61.8%

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



- September results are unfavorable across the board, as weather and staffing combined to halve the number of service interruptions scheduled for the month
 - The accounts with any amount past due (blue line) are 18% and 43% above the long-term average and last September, respectively
 - The dollar amount past due (orange line) is 45% above the long-term average and spiked one month prematurely than the fall spikes observed the last two years, though in line with that of 2020
- The graph below exhibits the number and dollar amount of automatic payments by type and period from January 1, 2020 through September 30, 2023
 - The auto-payment count is just a few individual payments shy of the August tally, while dollar volume is up almost 14% versus last month, from last month's high of \$423k to a new high of \$480k, driven by higher volumes for both ACH and auto-debit transactions
 - The auto-payment count is 3.2% higher this September than last, and dollar volume is about \$64k (15%) higher than last September





My Bambino

Personalized Gifts

Over 30 years in business we are once again opening our doors to the public. Many NEW items including:

- Personalized Gifts for Kids
 - Logo & Photo Gifts
 - Corporate Gifts
 - Signage
 - Graphic Art Services

Grand Opening / Ribbon Cutting

Wednesday, October 11, 2023

11:00 AM

973 East Masten Circle
Milford, DE 19963

Stop By & Help Us Celebrate!
Light refreshments will be available

RSVP by Monday, October 9th by
emailing milford@milfordchamber.com
or calling 302-422-3344

Can't make it?
Join our local Facebook group
for local discounts & perks
My Bambino Personalized Gifts - 302





**Delaware League
of Local Governments**
Monthly Dinner Meeting
Invitation

Thursday, October 19, 2023
Maple Dale Country Club
180 Maple Dale Drive, Dover, Delaware 19904
5:30 p.m. - 8 p.m.



Featured Speaker:

Dan Seador

Chair of the New Castle County and Delaware State Revenue Committees for the Volunteer Fire Service

Fire service funding in Delaware and the potential local government impacts of HB 127

Join Us for DLLG's October 19, 2023 Dinner Meeting

Members, League partners, and friends are cordially invited to attend the Delaware League of Local Governments' monthly dinner meeting from 5:30 - 8:00 p.m. on **Thursday, October 19, 2023** at the [Maple Dale Country Club](#) in Dover.

The event features a presentation by:

Dan Seador, Chair of the New Castle County and Delaware State Revenue Committees for the Volunteer Fire Service

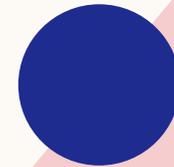
Mr. Seador joined Aetna in 1980 and has served as the President since 2017. In addition, Dan has previously served as Vice President, Director, Deputy Chief and Assistant Chief. During this time Dan has coordinated a number of strategic initiatives including the needs assessment and construction of our Glasgow station. Dan has a bachelor's degree from the University of Delaware and also attended Ohio University for Communications Management. After 33 years of service with the Emergency Medical Services Division of the New Castle County Department of Public Safety, Dan retired as an EMS Assistant Chief in 2015

HB 127 provides each county with the ability to impose by duly enacted ordinance, a fire protection fee. The bill which was introduced on 4/21/23 and voted Out of Committee 4/26/23 is now on the Ready List. Hear how fire service funding occurs in in Delaware and the potential impact HB 127 may have on the state's municipalities and local government.

The total cost is \$41.32.

DOWNTOWN RESTROOM REVIEW

- Public Input
 - Locations
 - Amenities
- Buildable Footprint
- Restroom Models
- Path Forward



PUBLIC WORKSHOP RESULTS PRESENTED TO COUNCIL ON 8/22/22

Issues surveyed:

Location: majority selected location across
Washington St from library

Number of Restrooms desired: 2- 3 stalls



Public Location Selection

2ND CHOICE 



**BUILDABLE FOOTPRINT
WOULD ACCOMMODATE THE
FOLLOWING MODELS:**

Cortez, Dakota, Kodiak

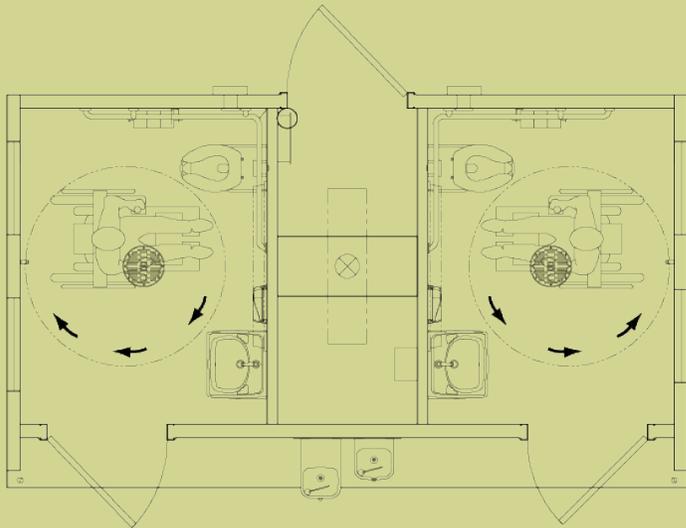
CIP BUDGET FOR RESTROOM

CIP LINE DETAIL: FY2024-28 FINAL AS APPROVED JUNE 12, 2023								
FUND TYPE, OPS DEPT & PROJ CATEGORY	FY20-FY23 (Approved)	FY20-FY23 (Spent/DeOb)	FY23 Balance Remaining	FY24 (Plan)	FY25 (Plan)	FY26 (Plan)	FY27 (Plan)	FY28 (Plan)
185 PARKS & REC								
186 EQUIPMENT								
187 Brush cutter attachment	-	-	-	15,000	-	-	-	-
188 Kubota Tractor w/Snow Blade (2011 PR-035 & 036)	-	-	-	-	-	-	40,000	-
189 Kubota Zero Turn Mower (PR-8, 11, 20, 52)	35,463	(15,463)	20,000	21,000	23,000	25,000	26,000	27,000
190 Replacement 4x2 Gator (FY22 PR-010;PR-13 & PR-29)	40,000	-	40,000	20,000	-	-	-	-
191 Stand-up Mower, John Deere (PR-50 & 51)	-	-	-	-	40,000	-	-	-
192 Tractor, New Holland w/ Cab (PR-30) w/ mower deck (PR-33)	-	-	-	85,000	-	-	-	-
193 Trailer	7,537	(7,537)	-	-	-	-	-	-
194 Ventrac Tractor with Mulching Mower	30,000	-	30,000	-	-	-	-	-
195 VEHICLES								
196 Dodge Ram 1500 Pick up (R: PR-015)	-	-	-	-	-	-	-	90,000
197 Econoline Van (R: PR-6)	33,457	-	33,457	16,600	-	-	-	-
198 F350 Pickup Truck (Expansion)	-	-	-	85,000	-	-	-	-
199 Vehicle - Parks & Rec	56,543	(56,543)	-	-	-	-	-	-
200 Water Truck (R: PR-41)	50,000	-	50,000	15,000	-	-	-	-
201 PARKS								
202 Memorial Park I - Playground & Pickleball Ct	755,781	(316,978)	438,803	60,000	-	-	-	-
203 Riverwalk Upgrades	525,000	(280,315)	244,685	-	-	-	-	-
204 Sharp Property - Open Space Development/Greenway	250,000	(9,850)	240,150	250,000	250,000	250,000	250,000	250,000
205 Public Restrooms	300,000	(17,500)	282,500	-	-	350,000	-	-
206 Gateway signage and improvements	20,000	-	20,000	50,000	20,000	20,000	20,000	20,000
207 Open Space Acquisition	320,000	(313,895)	6,105	500,000	500,000	500,000	500,000	500,000
208 Additional Recreational Court	-	-	-	-	-	75,000	-	-
209 Bsktball Court Rehab	112,443	(72,443)	40,000	-	-	-	-	-
210 Construct Rec/Community Ctr@Marvel Sq	-	-	-	-	-	2,000,000	-	-
211 Construction of beach volleyball court	15,000	-	15,000	-	-	-	-	-
212 Construction of courts @ TSM	-	-	-	-	200,000	-	-	-
213 Frisbee golf course	-	-	-	-	150,000	-	-	-
214 Goat Island Bridge	36,000	(36,000)	-	-	-	-	-	-
215 Irrigation wells at TSM	20,000	-	20,000	-	-	-	-	-
216 Marshall Pond Riverbank Development	150,000	(24,649)	125,351	-	100,000	100,000	100,000	100,000
217 Marvel Sq Redevel/outdoor skating track	-	-	-	-	100,000	-	-	-
218 Memorial Park II - Pavilion	75,000	-	75,000	-	-	-	-	-
219 Memorial Park II - Shade/Walks/Bench	-	-	-	30,000	-	-	-	-
220 Redevelopment of Bicentennial Park	-	-	-	250,000	-	-	-	-
221 Riverwalk Ext/Bulkhead Const	-	-	-	150,000	200,000	-	-	-
222 Splash Pad	-	-	-	-	100,000	-	-	-
223 Tree Planting	30,000	(5,913)	24,087	10,000	10,000	10,000	10,000	-
224 Parks & Rec Consolidation	43,563	(43,563)	-	-	-	-	-	-
225 Riverwalk Upgrades Phase II	-	-	-	-	-	350,000	-	-

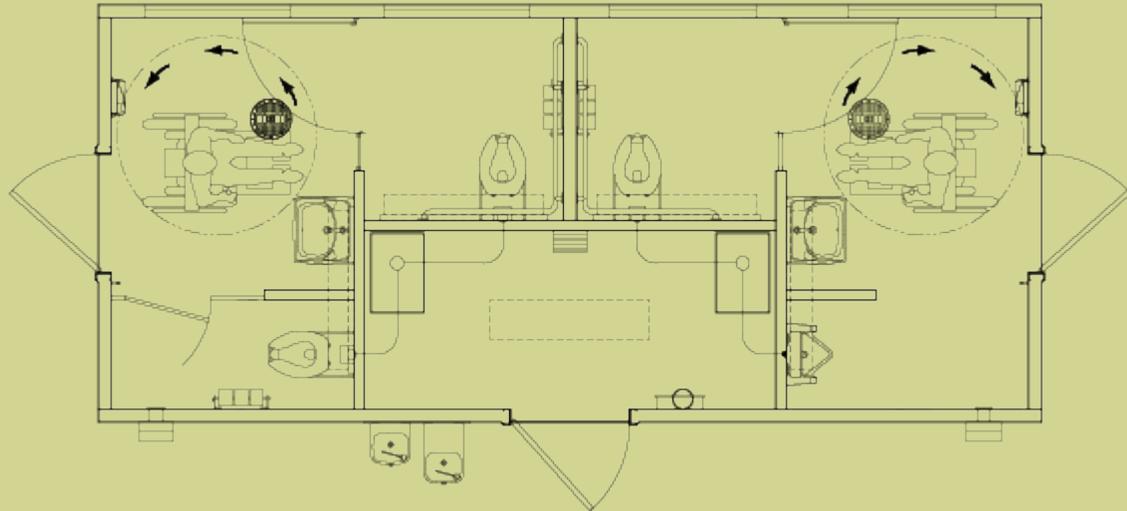
CIP BUDGET FOR RESTROOM

CIP Budget			\$282,500.00	
Site Cost/Utilities			\$ 80,000.00	
Remaining Restroom Unit Budget			\$202,500.00	

CORTEZ (~\$153,000)



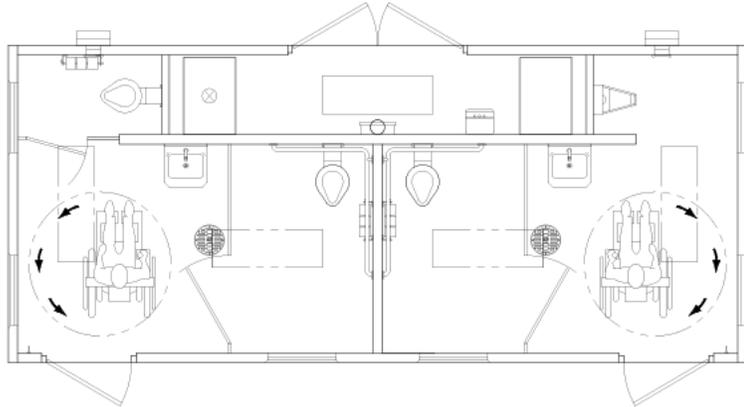
KODIAK (~\$182,000)



DAKOTA (~\$186,000)



Standard Floor Plan

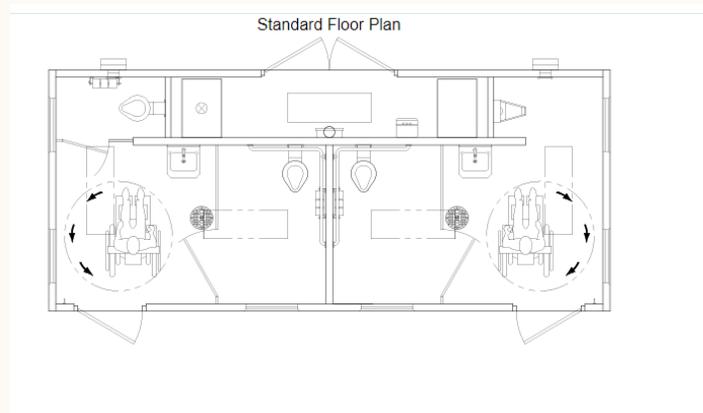


PW RECOMMENDS...

Dakota

- Why

- Front-facing entrances
- Size fits space
- Provides 2 stalls women
- Provides 1 stall men + urinal
- Cost falls within budget (\$186,000)



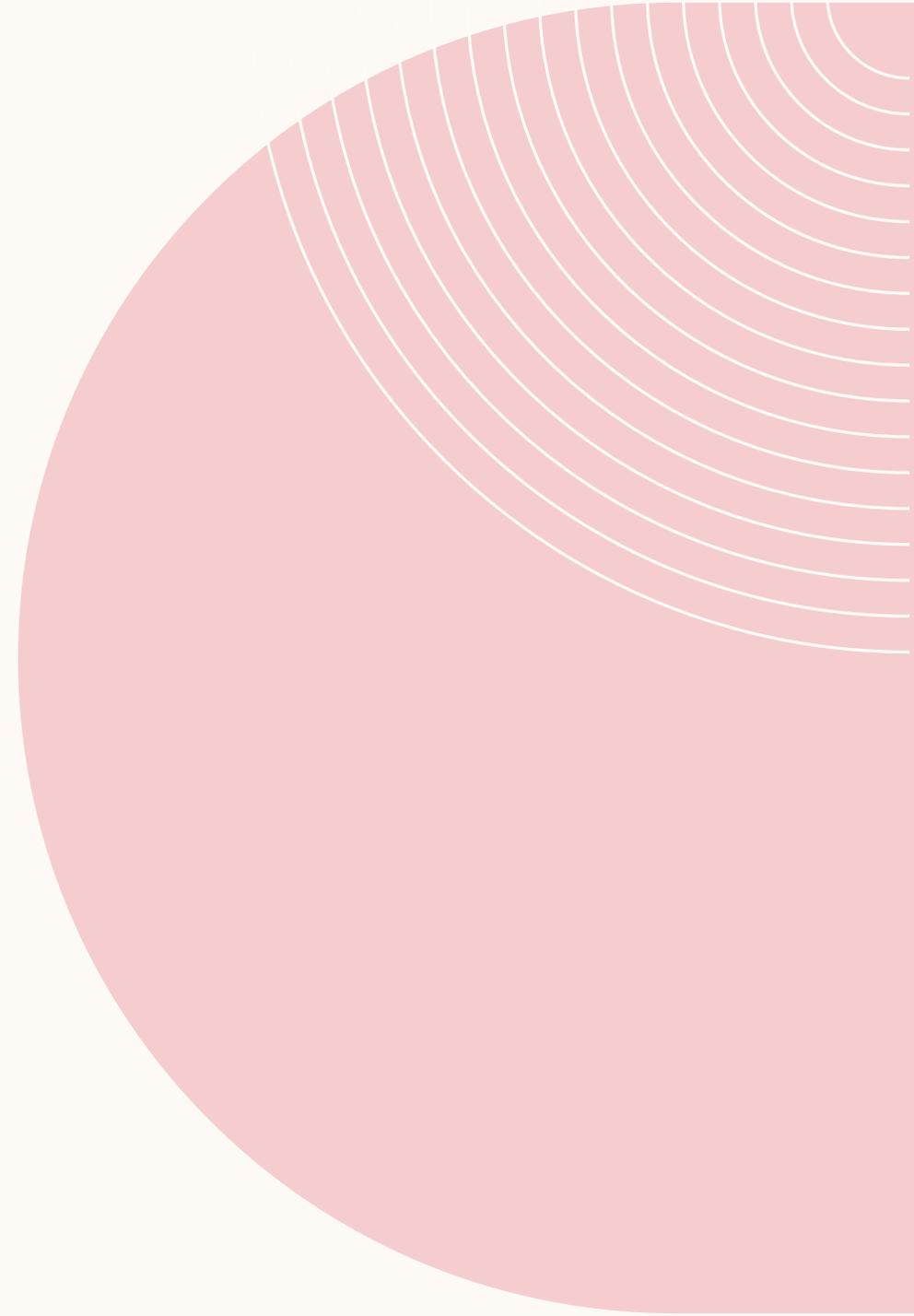
ALTERNATIVES

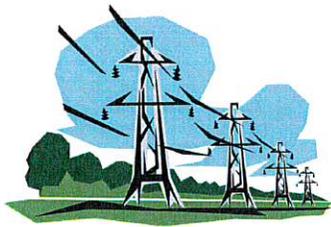
Larger model with more stalls:

- requires alternate location
- requires additional funds

QUESTIONS?

Contact Mike Svaby
msvaby@milford-de.gov
302-387-9389





DEMEC

Delaware Municipal Electric Corporation

22 Artisan Drive, PO Box 310, Smyrna, Delaware 19977 Phone 302 653-2733 Fax 302 653-2734

October 2, 2023

EMAIL DELIVERED

City of Milford Council
Attn: Mark Whitfield, City Manager
201 S. Walnut St.
Milford, DE 19963

RE: Submittal of the Municipal Electric Utilities Renewable Portfolio Standard Compliance Report for the 2022-2023 program year

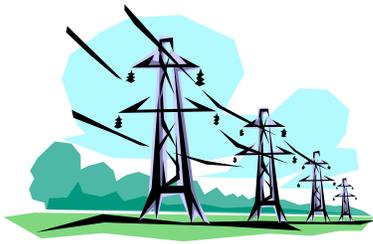
Dear Councilmembers,

The Delaware Municipal Electric Corporation has completed the administration of the Municipal Electric Utilities Renewable Portfolio Standard for the 2022-2023 program year on behalf of all eight of our Municipal Electric Utilities. As per state statute, we submit to your local regulatory body a copy of the Municipal Electric Utilities Renewable Portfolio Compliance Report for your records.

If you have any questions or would like to discuss the plan in further detail, please feel free to contact me.

Kimberly Schlichting
President & CEO

cc: Delaware General Assembly
Dayna Cobb, Department of Natural Resources and Environmental Control



DEMEC

Delaware Municipal Electric Corporation

22 Artisan Drive, PO Box 310, Smyrna, Delaware 19977 Phone 302 653-2733 Fax 302 653-2734

October 2, 2023

TO: DEMEC Member Regulatory Authorities:

- City of Newark City Council
- City of Milford City Council
- Town of Middletown Town Council
- City of Seaford City Council
- Lewes Board of Public Works
- Town of Smyrna Town Council
- Municipal Services Commission of the City of New Castle
- Town of Clayton Town Council

Delaware General Assembly

Department of Natural Resources and Environmental Control

FROM: Kimberly Schlichting, President & CEO, DEMEC

SUBJ: Municipal Renewable Portfolio Standard (“MRPS”) 2022/2023 Compliance Year Report

In accordance with 26 Del. C. § 363(b), the Delaware Municipal Electric Corporation, acting on behalf of its member communities, submits the following MRPS Annual Report.

DEMEC Background

The Delaware Municipal Electric Corporation (“DEMEC”) is a public power joint action agency incorporated as a not-for-profit Delaware organization in 1979. The members of DEMEC are eight of the municipal electric distribution utilities in Delaware. DEMEC provides joint services to its members, including wholesale power supply.

- DEMEC generates electricity from its portfolio of owned generation assets and purchases electricity from other generators through staggered short, medium, and long-term power contracts to meet the requirements of its member municipal utilities.
- All eight of the member municipal utilities receive 100% of their power supply requirements from DEMEC through long-term contracts.
- DEMEC has been authorized by its member utilities to manage the compliance obligation created by the Municipal Renewable Portfolio Standard Plan.

Delaware Renewable Portfolio Standard Background

The Renewable Portfolio Standard (“RPS”) is a State-mandated policy that obligates Commission-regulated electric distribution utilities to include in their resource portfolio annually increasing amounts of electricity from “Qualifying Renewable Energy Resources” through 2035 and beyond. Cooperatives and municipal electric utilities were exempted from the RPS requirements prior to 2010.

In 2010, DEMEC and its members responded to a request from Governor Jack Markell and voluntarily joined the Delaware RPS under S.S. 1 for S.B. 119. The bill provided, among other things:

- Increasing the RPS target to 25% by 2025 with at least 3.5% from solar sources.
- Allowed municipal electric companies to develop and implement a comparable program to the State Renewable Portfolio Standard for their ratepayers beginning in the 2013 Compliance Year (6/1/2013-5/31/2014).
- Provided a method to freeze the RPS compliance obligations for utilities if costs exceeded “circuit breakers” of 3% of the total cost of purchased power for Renewable Energy Credits (RECs) and 1% for Solar Renewable Energy Credits (SRECs) in any calendar year.

In February 2021, State legislation increased the RPS again to 40% with a 10% solar carveout. This legislation also removed the cost cap “circuit breakers” and replaced them with REC and SREC market availability triggers.

DEMEC Renewable Energy Commitments

In developing a comparable plan, DEMEC evaluated its accomplishments and commitments regarding investments in renewable energy on behalf of its members. As part of DEMEC’s core value of sustainability, investments have been made in the development of a portfolio of Qualifying Renewable Energy Resources to achieve the lowest possible compliance cost to protect its customers from unreasonable and burdensome impacts on their cost of electricity. DEMEC’s Board of Directors approved complying with the current Delaware RPS targets for compliance years 2021 – 2025 for Commission-regulated electric distribution utilities while minimizing, to the best of its ability, a negative impact on the members’ customers or the Delaware economy.

Non-Solar Renewables:

- DEMEC has committed to purchasing all the renewable energy and associated RECs from a wind farm (Laurel Hill) in north-central Pennsylvania under a 25-year agreement. Laurel Hill is a 69-megawatt (69-MW) wind generation facility consisting of 30 Siemens wind turbines, each capable of generating 2.3 MW. Laurel Hill can generate enough electricity to power more than 20,000 homes.
- DEMEC’s service territory is home to the only significant wind generation system installed in the state of Delaware; the utility-scale 2-megawatt (2-MW) wind turbine located at the University of Delaware’s (“UD”) Hugh R. Sharp Campus in Lewes. RECs generated by UD’s wind turbine are purchased by DEMEC through an agreement. The proceeds support wind and other renewable energy graduate student research fellowship(s) in UD’s College of Earth, Ocean, and Environment (CEOE).

Solar:

DEMEC is the leader in deployment of Solar Renewable Energy Resources in Delaware and has done so through a variety of pathways to support DEMEC members' individual interests and those of their customers. Detailed below, in RPS Taskforce defined Tier sizes, is a description of DEMEC's solar development areas.

DEMEC Solar Renewable Energy Tier Groups (RPS Taskforce definition by size):

RPS Taskforce Tier	New Tier Size - 2022	Former Tier Size	Typical Customer
Alpha	less than or equal to 350 kW	Tier 1 = 0 to 50 kW Tier 2 = 50 to 500 kW	Residential, Small Commercial & Community Benefiting
Beta	350 kW but less than or equal to 2 MW	Tier 2 = 50 to 500 kW Tier 3 = 500 kW to 2 MW	Small, Large Commercial & Community Benefiting
Gamma	Any system up to 5 MW	Tier 4 = 2 MW and Up	Utility Scale & Community Benefiting

Tiers Alpha & Beta – Residential, Commercial and Community Benefiting

DEMEC has encouraged and supported residential, commercial, and community benefiting renewable energy systems since June 1, 2006.

The table below details the number and capacity of currently installed residential, commercial, and community benefiting solar facilities in DEMEC member communities.

DEMEC Member Residential, Commercial, and Community Benefiting PV Installations and Capacity (kW AC)

Community	Number of Installations	PV Capacity Total (kW AC)
New Castle	20	313
Newark	197	4,325
Middletown	268	3,970
Smyrna	150	1,088
Clayton	58	496
Milford	227	2,010
Seaford	36	1,297
Lewes	134	1,343
Total	1,090	14,842

In addition, the Municipal Green Energy Grants Program has leveraged over **\$8.1** million of overall investment in renewable energy with over **\$2.7** million of grants. This program assists residential, commercial and DEMEC communities with the installation of a variety of green energy systems including Photovoltaics, Geothermal, Solar Water Heating systems.

DEMEC continues its long-standing support and funding of community solar sited within each of our members' service territories for the benefit of the entire community. Municipally sited and owned, behind-the-meter solar systems result in optimal cost savings to the entire community due to reduced capacity, transmission, and ancillary costs. Additionally, municipally installed and owned solar systems benefit a variety of customers, such as low-to-moderate income, customers with properties not conducive to solar installations, historical building owners, and those who otherwise could not afford participation.

The following is a list of community benefiting projects, included in the installations table above, installed in DEMEC member service territories. Each municipality's community project was designed and implemented to meet the specific needs, interests, zoning, and desired benefits of each community. DEMEC recognizes that there is no "one size fits all" approach; therefore, DEMEC assists with development paying specific attention to meeting the unique interests of each of its members.

1. **Newark – ~230 kW project** – went commercial 4Q/2014. DEMEC, on behalf of the City of Newark, developed McKees Solar Park, a 230-kilowatt community solar farm. The project revitalized a 3.91-acre brownfield site off East Cleveland Avenue. The solar park provides Newark with a behind-the-meter renewable power source to serve all residents of the community by reducing the City's peak power demand, lowering the wholesale cost of power, generating solar renewable energy credits, bringing locally produced green energy to the City's electric users, and reducing the City's carbon footprint. The 900-panel array produces enough electricity to power approximately 27 homes.
2. **Newark – opt-in program** - DEMEC also conceived and proposed to the City of Newark the state of Delaware's first opt-in community solar program. This program was approved by Newark City Council on June 23, 2014, to launch programs to promote community involvement in the solar park. There are several programs such as: "Sun Ray" in which subscribers can make a one-time investment of \$50 in return for a monthly rebate of \$1.00 and the opportunity to purchase one (1), 100 kilowatt-hour block of power generated from McKees Solar Park each month for ten years. Participants can also select from a variety of tax-deductible donation options to support the solar park and be recognized on the City's website. DEMEC's Community Solar Model for the City of Newark has been recognized **twice** by the national solar industry trade group, now the Smart Electric Power Alliance (SEPA), as a leading program design for increasing access to solar energy to the public. DEMEC intends to help its members replicate this unique model.
3. **Newark – ~1,300 kW (over four projects)** – went fully commercial 4Q / 2022. Several locations in the City of Newark were utilized for this project: City Hall, Field Operations Complex, Newark Reservoir, and McKees Solar Park. The SRECs generated by the project will be used to fulfill some of the need to source RECs for Newark's 100% Renewable Option. Newark created a new 100% renewable energy contribution for all electric customer classifications. The new rate will automatically apply, with the option to opt-out, for all new electric accounts created after May 26, 2021. Existing electric customers can opt into this program. The fee is set per kilowatt-hour (kWh), and the revenue derived from this fee is used to purchase enough RECs to cover all usage from accounts that have opted to participate in the program. The RECs will then be retired on behalf of those customers. Collectively these projects produce enough electricity to power approximately 162 homes.

4. **Clayton - 4.0 kW project** – went commercial 2Q/2015. This project was installed on the local Clayton firehouse to not only green the new building, but also reduce community taxes that pay for this critical infrastructure. The system generates electricity equivalent to saving up to 9 barrels of oil annually.
5. **Clayton – 6.0 kW project** – went commercial 1Q/ 2022. This project was installed on the Clayton Public Works building. Like the Clayton firehouse project, the kilowatt-hours produced not only green the new building, but also reduce community taxes that pay for town facilities. The system generates electricity equivalent to charging up to 724,000 smart phones.
6. **New Castle - 29.0 kW project** – went commercial 3Q/2016. This project was designed to fit within a unique area. The historical nature of the community limits placement so the facility was located near the local water treatment facility next to the Penn Farm. It represents the successful combination of historic preservation with new technology. The system generates electricity equivalent to saving up to 2,000 gallons of gasoline annually.
7. **Seaford – ~690 kW project** – went commercial 1Q/2017. This project provides power to the local water treatment plant and benefits the community by reducing municipal expenses. The system generates electricity equivalent to up to 117 homes’ average annual electric use.

Tier Gamma – Utility Scale

DEMEC recognized early on that the legislative circuit breakers for photovoltaics would be hit and freeze the solar portion of the RPS within a few years if the compliance costs were not carefully managed. To avoid hitting these caps prematurely and assure that costs did not unreasonably increase for members’ customers, DEMEC chose to invest a significant portion of its RPS-dedicated funds into utility scale solar facilities. To prevent a negative impact on the Delaware economy from the cost of RPS compliance, DEMEC committed capital to develop utility scale solar systems that created jobs and economic development for the State. The current DEMEC portfolio of Tier Gamma utility scale systems is:

1. **Dover Sun Park – 10 MW Tracking System** – (DEMEC purchases 15 % of all SRECs) went commercial 2Q/2010 and produces enough to power up to 1,100 homes.
2. **Milford Solar Farm – 15 MW Fixed Tilt** – (DEMEC purchases all of the SRECs and energy) went commercial 4Q/2012 and produces enough to power up to 1,300 homes.
3. **Smyrna - ~1.5 MW project** – went commercial 3Q/2018. This project blends efficiency with renewables. Space in municipalities is at a premium, so making smart choices is important. This project utilizes land surrounding a dry retention pond which has little use otherwise. Through efficient land use, Smyrna is adding more solar to the community while also preserving open land for economic development and growth. The system generates electricity equivalent to removing up to 239 passenger cars from the road.

Potential Future Projects

DEMEC is assisting its members in the development of future projects to support DEMEC and its members sustainability goals. Current projects being considered include floating solar, battery storage to support additional solar in the community, and other clean energy technologies.

DEMEC will continue to concurrently support community interest, low-to-moderate income participation, and meet its MRPS obligation by investing in member community solar and cost-effective projects.

Beyond Tiers – Meeting Individual Corporate Sustainability Goals/Targets

DEMEC Corporate Renewable Energy Block Program – DEMEC continues to use this program in response to corporate interest for more renewable energy. It is designed to offer commercial/industrial customers the opportunity to select renewable energy options that meet their corporate sustainability goals/targets based upon their organization’s typical and projected energy consumption. DEMEC works with corporate management teams to determine what products fit their individual needs. This is not a “one size fits all” program but rather a unique option afforded to corporate customers to purchase a customized portfolio of renewable products through market purchases of select Renewable Energy Credits (RECs) or Solar Renewable Energy Credits (SRECs) from a variety of generation technologies (wind, solar, hydro, etc.).

DEMEC Comparable Plan Objectives

DEMEC has set the following objectives as goals for its MRPS Plan.

- Develop and implement a compliance plan that is comparable to the State-mandated plan for Commission-regulated electric distribution utilities and that encourages development of Qualifying Renewable Energy Resources in all RPS Taskforce defined tiers.
- Plan in 5-year increments. The 5-year planning cycle will have goals to achieve a comparable plan that:
 1. Mitigates high renewable energy cost impacts for members' customers and the State economy by securing lowest-cost compliance solutions.
 2. Encourages the development of renewable resources in our member communities.
 3. Maintains a high reliability of electric service in member distribution systems.
- DEMEC will review its compliance schedule annually to determine cost impacts to members and accurately match qualifying retail electric sales with renewable energy resource procurement.

MRPS Schedule

MRPS 5-Year Schedule (2018 – 2022)			
Compliance Year - (beginning June 1st)	Non-Solar Percentage	Solar Percentage	Cumulative Percentage
2018	15.75%	0.90%	16.65%
2019	17.00%	0.98%	17.98%
2020	17.75%	1.12%	18.87%
2021	18.50%	2.50%	21.00%*
2022	19.25%	2.75%	22.00%*
<i>** Total Cumulative Percentage Includes Non-Solar and Solar Percentages and does not include previously applied 1% Solar Cost Cap provisions that were in State statute</i>			

MRPS 2022/2023 Compliance Goal

For compliance year 2022/2023, DEMEC set and achieved a **22.00%** compliance goal. DEMEC's **22.00%** compliance goal matches the State-mandated schedule for 2022/2023 Commission-regulated electric distribution utilities.

- The renewable energy sources available for REC compliance are the 69 MW Laurel Hill Wind Farm in Lycoming, PA and 2.0 MW UD Wind Turbine in Lewes, DE.
- The solar renewable energy sources available for SREC compliance are:
 - Dover Sun Park
 - Milford Solar Farm
 - Seaford Solar Project
 - Newark McKees Solar Park
 - Smyrna Solar Project

Municipal Renewable Energy 2022/2023 Compliance Year REC and SREC Retirements		
Municipality	Total SRECs Retired <i>(Solar Carveout Percentage 2.75%)</i>	Total Credits RECs + SRECs Retired <i>(Cumulative Percentage 22%*)</i>
New Castle	1,508	12,063
Newark	5,424	43,391
Middletown	3,561	28,486
Smyrna	2,051	16,403
Clayton	518	4,139
Milford	3,183	25,460
Seaford	2,135	17,074
Lewes	1,580	12,639
Total	19,960	159,655
<i>* Cumulative Percentage Includes the RECs from Eligible Energy Resources and SRECs.</i>		

Proposed 2023/2024 MRPS Plan

Per 26 Del. C. § 363(c), DEMEC member community local regulatory authorities should base renewable energy portfolio standard decisions on the need, value, and feasibility of renewable energy resources pertaining to the economic and environmental wellbeing of their customers.

DEMEC continually evaluates the impact MRPS costs have on its member communities. Specifically, DEMEC reviews the impact on rates and its REC/SREC inventory as municipalities proceed forward in the spirit of the RPS legislation. After review of these and other factors, DEMEC and its Board of Directors plan to continue forward with matching the State-mandated percentage for Commission-regulated electric distribution utilities for the 2023/2024 year.



RESOLUTION 2023-17

AUTHORIZATION OF CONSOLIDATED CITY FEE SCHEDULE

WHEREAS, the City Council of the City of Milford has the authority to establish fees for various services; and

WHEREAS, City Staff reviews costs reasonably borne by the City in providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

WHEREAS, City Council finds that providing these services are of special benefit to applicants both separate and apart from the general benefit to the public; and therefore, in the interest of fairness to the general public, it is better recovering the costs from applicants who have sought or require the City's services by maintaining a schedule of fees; and

WHEREAS, City Council Resolution Numbers 09/08/2008, 2013-14, 2013-20, 2014-09, 2015-19, 2016-12, 2016-17, 2017-06, 2018-02, 2018-14, 2019-01, 2019-02, 2019-05, 2019-09, 2019-11, 2019-15, 2020-04, 2020-05, 2020-06, 2020-22, 2020-23, 2020-24, 2020-27, 2020-33, 2020-43, 2020-44, 2202-03, 2023-12, and 2023-13 are hereby rescinded upon the effective date described in Section 2 of this Resolution; and

WHEREAS, the adoption of a current and comprehensive City Fee Schedule will assist the public, as well as City staff, in readily locating fees, while continuing the City's quest for governmental transparency; and

WHEREAS, the fees within the consolidated City Fee Schedule will be evaluated no less than on an annual basis to ensure quality services continue to be provided while practical, but necessary cost recovery fees are measured; and

WHEREAS, the updated City Fee Schedule contains City Electric Utility rates and fees, previously defined in Appendix B-City of Milford Electric Tariff of the City Code, and removal from the Electric Tariff is properly referenced by Ordinance 2023-38, adopted on this date and effective October 19, 2023.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. Resolution 2023-17, to be known as the consolidated City Fee Schedule, attached hereto, is hereby adopted.

Section 2. All fees and rates adopted by Resolution 2023-17, including those that are new or adjusted, shall become effective October 19, 2023.

Section 3. Although most City fees are inclusive, this consolidated Fee Schedule may not show all fees and penalties authorized by administrative rules or in a city contract, such as concession and franchise fees.

Section 4. It is the intention of the City that future versions of this document show all rates and fees and shall distinguish those that are being proposed at the time of the adoption.

Section 5. The City Fee Schedule will be available on the City of Milford website or by contacting the City Clerk's Office at Milford City Hall.

Approved: _____

Mayor Arthur J. Campbell

Attest: _____

City Clerk Teresa K. Hudson



Building Inspection And Permitting Fees

Description		Fee
Building Permit, Residential, Use groups R3 or R4	New Dwelling Unit	\$50 per 100 heated square feet plus \$13 per 100 unheated square feet
	Interior/Exterior Renovations, Accessory Building, Pool, Deck, Ramp, Solar Panels, Fence	\$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project
	Demolition	\$50.00
	Certificate of Occupancy	\$25.00
Building Permit, Other than use groups R3 or R4	New Construction, Commercial Fit-Out, Interior/Exterior Renovations, Footer, Foundation, Wireless Facilities	\$100 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project
	Sign, Sales/Construction Trailer, Solar Panel, Fence	\$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project
	Demolition	\$100.00
	Certificate of Occupancy	\$25.00
Building Permit, Renewal		\$50 or 10% of permit fee, whichever is greater
Violation Fee		\$100 plus the building permit fee or double the normal permit fee, whichever is greater
Re-inspection		\$50.00
Temporary Certificate of Occupancy		\$50.00
Carlisle Enhancement Fund		1/4 of 1% of heated square feet cost
Police and General Government Facilities Enhancement Fund		3/4 of 1% of heated square feet cost



Code Enforcement And Licensing Fees

Description		Fee
Licensing	Contractors	\$100.00 annually, prorated semi-annually
	Residential Rental Operating	\$50.00 per unit
	Transfer of Rental License	\$50.00 per license
	Peddler, Solicitor, and Transient Merchant	\$50.00 annually, prorated semi-annually
	Business	\$30.00 per location
Inspection	Re-Inspection / Follow Up Inspection	\$50.00
Small Cell Wireless Facility	Right-of-Way License	\$270 annually, per location



Utility Rate Excerpts: Electric Rules And Regulations

RES - Residential Service Schedule

RATES	Year 1	Year 2	Year 3
	<u>July 1, 2023-June 30, 2024</u>	<u>July 1, 2024-June 30, 2025</u>	<u>July 1, 2025-June 30, 2026</u>
<u>Monthly Facilities Charge:</u>			
<u>All Customers</u>	<u>\$21.25</u>	<u>\$21.50</u>	<u>\$21.75</u>
<u>Energy Charge:</u>			
<u>Block 1 (0 - 2,500 kWh)</u>	<u>\$0.10477</u>	<u>\$0.10603</u>	<u>\$0.10730</u>
<u>Block 2 (Excess)</u>	<u>\$0.11692</u>	<u>\$0.11832</u>	<u>\$0.11974</u>

SGS - Small General Service Schedule

RATES	Year 1	Year 2	Year 3
	<u>July 1, 2023-June 30, 2024</u>	<u>July 1, 2024-June 30, 2025</u>	<u>July 1, 2025-June 30, 2026</u>
<u>Monthly Facilities Charge:</u>			
<u>All Customers</u>	<u>\$30.00</u>	<u>\$31.00</u>	<u>\$32.00</u>
<u>Energy Charge:</u>			
<u>All Energy</u>	<u>\$0.10918</u>	<u>\$0.11017</u>	<u>\$0.11127</u>

MGS - Medium General Service Schedule

RATES	Year 1	Year 2	Year 3
	<u>July 1, 2023-June 30, 2024</u>	<u>July 1, 2024-June 30, 2025</u>	<u>July 1, 2025-June 30, 2026</u>
<u>Monthly Facilities Charge:</u>			
<u>All Customers</u>	<u>\$99.50</u>	<u>\$101.50</u>	<u>\$103.50</u>
<u>Energy Charge:</u>			
<u>All Energy</u>	<u>\$0.04770</u>	<u>\$0.04770</u>	<u>\$0.04770</u>
<u>Demand Charge:</u>			
<u>All Demand</u>	<u>\$16.20</u>	<u>\$16.60</u>	<u>\$17.00</u>

LGS - Large General Service Schedule

RATES	Year 1	Year 2	Year 3
	<u>July 1, 2023-June 30, 2024</u>	<u>July 1, 2024-June 30, 2025</u>	<u>July 1, 2025-June 30, 2026</u>
<u>Monthly Facilities Charge:</u>			
<u>All Customers</u>	<u>\$200.00</u>	<u>\$205.00</u>	<u>\$210.00</u>
<u>Energy Charge:</u>			
<u>On Peak</u>	<u>\$0.05906</u>	<u>\$0.05906</u>	<u>\$0.05906</u>
<u>Off Peak</u>	<u>\$0.04906</u>	<u>\$0.04906</u>	<u>\$0.04906</u>
<u>Demand Charge:</u>			
<u>All Demand</u>	<u>\$17.00</u>	<u>\$17.75</u>	<u>\$18.50</u>

GSP - General Service Primary Voltage

RATES	Year 1	Year 2	Year 3
	<u>July 1, 2023-June 30, 2024</u>	<u>July 1, 2024-June 30, 2025</u>	<u>July 1, 2025-June 30, 2026</u>
<u>Monthly Facilities Charge:</u>			
<u>All Customers</u>	<u>\$420.00</u>	<u>\$430.00</u>	<u>\$440.00</u>



<u>Energy Charge:</u>			
<u>On Peak</u>	<u>\$0.05997</u>	<u>\$0.05997</u>	<u>\$0.05997</u>
<u>Off Peak</u>	<u>\$0.04997</u>	<u>\$0.04997</u>	<u>\$0.04997</u>
<u>Demand Charge:</u>			
<u>All Demand</u>	<u>\$15.90</u>	<u>\$16.55</u>	<u>\$17.20</u>

<u>SCS - Special Contract Service - Primary Voltage</u>			
<u>RATES</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	<u>July 1, 2023-June 30, 2024</u>	<u>July 1, 2024-June 30, 2025</u>	<u>July 1, 2025-June 30, 2026</u>
<u>Monthly Facilities Charge:</u>			
<u>All Customers</u>	<u>\$425.00</u>	<u>\$435.00</u>	<u>\$445.00</u>
<u>Energy Charge:</u>			
<u>On Peak</u>	<u>\$0.06170</u>	<u>\$0.06170</u>	<u>\$0.06170</u>
<u>Off Peak</u>	<u>\$0.05170</u>	<u>\$0.05170</u>	<u>\$0.05170</u>
<u>Demand Charge:</u>			
<u>All Demand</u>	<u>\$15.18</u>	<u>\$15.68</u>	<u>\$16.18</u>

<u>AGR - Agricultural Service</u>			
<u>RATES</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	<u>July 1, 2023-June 30, 2024</u>	<u>July 1, 2024-June 30, 2025</u>	<u>July 1, 2025-June 30, 2026</u>
<u>Monthly Facilities Charge:</u>			
<u>All Customers</u>	<u>\$102.50</u>	<u>\$107.50</u>	<u>\$112.50</u>
<u>Energy Charge:</u>			
<u>All Energy</u>	<u>\$0.04577</u>	<u>\$0.04577</u>	<u>\$0.04577</u>
<u>Demand Charge:</u>			
<u>All Demand</u>	<u>\$16.05</u>	<u>\$16.30</u>	<u>\$16.55</u>

<u>PL - Private Area Lighting</u>			
<u>RATES</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	<u>July 1, 2023-June 30, 2024</u>	<u>July 1, 2024-June 30, 2025</u>	<u>July 1, 2025-June 30, 2026</u>
<u>Monthly Facilities Charge:</u>			
<u>LED (100W)</u>	<u>\$8.05</u>	<u>\$8.05</u>	<u>\$8.05</u>
<u>LED (400W)</u>	<u>\$11.07</u>	<u>\$11.07</u>	<u>\$11.07</u>
<u>HPS (9500 Lumens)</u>	<u>\$8.05</u>	<u>\$8.05</u>	<u>\$8.05</u>
<u>HPS (16000 Lumens)</u>	<u>\$11.07</u>	<u>\$11.07</u>	<u>\$11.07</u>
<u>Mercury (22500 Lumens)</u>	<u>\$23.14</u>	<u>\$23.14</u>	<u>\$23.14</u>
<u>HPS (50000 Lumens)</u>	<u>\$24.76</u>	<u>\$24.76</u>	<u>\$24.76</u>
<u>Mercury (8600 Lumens)</u>	<u>\$11.57</u>	<u>\$11.57</u>	<u>\$11.57</u>
<u>250 Watt</u>	<u>\$12.61</u>	<u>\$12.61</u>	<u>\$12.61</u>
<u>MH (110000 Lumens)</u>	<u>\$54.34</u>	<u>\$54.34</u>	<u>\$54.34</u>
<u>MH (40000 Lumens)</u>	<u>\$24.76</u>	<u>\$24.76</u>	<u>\$24.76</u>



Electric Fees

Description	Fee
Customer Connection Charges	
New Service / Account	\$50.00
Account Transfer (Admin Fee)	\$50.00
Re-Connection Charges	
During hours of operation for non-payment	\$50.00
Outside hours of operation for non-payment	\$100.00
Returned Check Fee	\$50.00
Late Payment Charge	1.5% per month on Balance Due
Deposit Charges	
Residential Renter	The greater of two-twelfths of the average annual estimated bill or minimum \$250.00 or \$0 with guarantee in writing by Property owner for 100% payment in the case of delinquency
Residential Property Owner*	\$0.00
Commercial**	The greater of two-twelfths of the average annual estimated bill or minimum \$500.00. (Interest Rate on Deposits To be determined by Finance Dept.)
Temporary Service Charges	
Single Phase Aerial or Underground Service	\$150.00
Single Phase Aerial w/ up to 2 spans of wire	\$350.00
Single Phase Aerial or Underground Transformer (incl. ground and Primary Connection)	\$600.00
Three Phase Aerial or Underground Transformer as available (incl. ground and Primary Connection)	\$1,500.00
Service Entrance and Drops	
Residential Aerial Service 150' and under	\$0.00
Residential Aerial Service over 150'	\$5.10 per foot
Residential Underground (200A single phase)	\$500 for 1st 150 ft & \$4.70 per foot in excess
Commercial Service	Customer shall install and maintain underground service from serving transformer
Primary Line Extensions	
Residential Service 150' and under***	\$0.00
Residential Aerial over 150'	\$7.50 per foot
Residential Underground over 150'	\$7.40 per foot
Commercial, Industrial, Multi-Unit Residential	Customer shall pay all cost of materials and labor
Residential Subdivision	Customer shall pay all cost of materials and labor
Meter Test Fees	
Meter Verification Fee	\$70.00
Meter Resealing Fee	\$30.00
Tampering and Theft	



Utility Tampering Fee	\$500.00
Theft of Services Penalty	\$25.00
Service Fees	
Facility Inaccessibility Fee	\$50 plus actual cost to City to mitigate
Service Call Fee - Metering	\$65 per Call
Service Call Fee - Electric Crew	\$175 per hour per call

* A residential property owner may be required to pay an advance usage fee if his or her account becomes

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

*** Aerial or Underground - To be determined by the City and Existing Facilities



Electric Impact Fees

Description		Fee
Residential Single Phase (120/240V)		0.012 x Service Size (Amps) = ESU ESU x \$250 = Impact Fee
Commercial Three Phase (120/208V)		0.024 x Service Size (Amps) = ESU ESU x \$250 = Impact Fee
Commercial Three Phase (277/480V)		0.055 x Service Size (Amps) = ESU ESU x \$250 = Impact Fee
Industrial Three Phase (120/208V)		0.03 x Service Size (Amps) = ESU ESU x \$250 = Impact Fee
Industrial Three Phase (277/480V)		0.069 x Service Size (Amps) = ESU ESU x \$250 = Impact Fee
Sample Impact Fees base on typical service sizes:		
Description		Fee
Residential Single Phase (120/240V)	200 amp/ESU	\$600.00
	400 amp/ESU	\$1,200.00
Commercial Three Phase (120/208)	200 amp/ESU	\$1,200.00
	400 amp/ESU	\$2,400.00
	600 amp/ESU	\$3,600.00
	800 amp/ESU	\$4,800.00
Commercial Three Phase (277/480)	200 amp/ESU	\$2,750.00
	400 amp/ESU	\$5,500.00
	600 amp/ESU	\$8,250.00
	800 amp/ESU	\$11,000.00
Industrial Three Phase (120/208)	200 amp/ESU	\$1,500.00
	400 amp/ESU	\$3,000.00
	600 amp/ESU	\$4,500.00
	800 amp/ESU	\$6,000.00
	1000 amp/ESU	\$7,500.00
Industrial Three Phase (277/480)	200 amp/ESU	\$3,450.00
	400 amp/ESU	\$6,900.00
	600 amp/ESU	\$10,350.00
	800 amp/ESU	\$13,800.00
	1000 amp/ESU	\$17,250.00
	2000 amp/ESU	\$34,500.00
3000 amp/ESU	\$51,750.00	



Electric Department Billable Rates

Description	Fee Per Hour
Labor Rate	\$120.00
Pick-Up Truck	\$20.00
Service Truck	\$25.00
Bucket Truck	\$55.00
Digger Derrick	\$70.00
Trencher*	\$60.00
Dump Truck	\$27.00
Chipper*	\$45.00
Wire Puller	\$40.00



Engineering Division Billable Rates

Description	Fee Per Hour
Labor Rate-Engineer	\$100.00
Labor Rate-Engineer Tech*	\$71.00
Electric Associate Engineer	\$50.00



Parks & Recreation Fees

Location	Fee	
	4-Hour Rate (not prorated)	
	Individuals & Non-Profit (501c3) Renters	For Profit Renters
Parks and Pavilions MANDATORY DEPOSIT	\$50.00	\$100.00
Bicentennial Park & Pavilion (Adjacent to Mispillion Riverwalk & NE Front Street Parking Lot)	\$50.00	\$100.00
Memorial Park South (Adjacent to Mispillion Riverwalk behind Calvary United Methodist Church	\$75.00	\$150.00
Add-on to Memorial Park Rental: Basketball Court	\$25.00	\$50.00
Marvel Square Park & Pavilion (Located behind the Milford Parks & Recreation Department at 207 Franklin Street)	\$75.00	\$150.00
Riverwalk Basketball Court (one) (Memorial Park South along the Riverwalk)	\$25.00	\$50.00
Banneker Basketball Court & Park (Banneker School Park off of NW Fourth and North Streets) (Two Courts & Adjacent Green Areas)	\$50.00	\$100.00
All other open park areas must be approved by the Milford Parks and Recreation Department and/or the City of Milford	\$50.00	\$100.00
Meeting Room Fee Civic-oriented in Function (non-profit/non-political/non-religious)	\$50.00	n/a



Planning & Development Fees

Description		Fee
Major Residential Subdivision / Land Development Plan (up to 25 lots)	Preliminary Plan Review	\$1,750.00 plus \$85.00 per unit/lot
	Final Construction and Record Plan Review	\$3,500.00 plus \$185.00 per unit/lot
Major Residential Subdivision / Land Development Plan (greater than 25 lots)	Preliminary Plan Review	\$3,000.00 plus \$30.00 per unit/lot
	Final Construction and Record Plan Review	\$6,500.00 plus \$85.00 per unit/lot
Minor Subdivision or Lot Line Adjustment (up to 5 lots)	Final Residential	\$300.00 plus \$50.00 per unit
	Final, Other than Residential	\$500.00 plus \$100.00 per unit
	Engineering Construction Review	Fees charged to the City of Milford by engineering consultant, plus 10%
Land Development Plan (up to 9,999 sf of GFA)	Preliminary Plan Review	\$2,000.00 plus \$75 per 1K SF of GFA
	Final Construction and Record Plan Review	\$3,000.00 plus \$50 per 1K SF of GFA
Land Development Plan (10,000 sf to 50,000 sf of GFA)	Preliminary Plan Review	\$2,500.00 plus \$30 per 1K SF of GFA
	Final Construction and Record Plan Review	\$4,000.00 plus \$50 per 1K SF of GFA
Land Development Plan (greater than 50,000 sf of GFA)	Preliminary Plan Review	\$3,500.00 plus \$10 per 1K SF of GFA
	Final Construction and Record Plan Review	\$5,000.00 plus \$40 per 1K SF of GFA
Conditional Use or Amendment to a Conditional Use		\$700.00
Zoning Map Amendment/Comprehensive Plan Amendment		\$1,000.00 plus \$100.00 per acre
Zoning Code Amendment Request		\$700.00
Annexation	Residential, less than 2 acres	\$700.00
	Residential, 2+ acres	\$1,000.00 plus \$100.00 per acre
	Other than Residential	\$2,500.00 plus \$500.00 per acre
Variance(s)	1-3 variances	\$300.00
	4-6 variances	\$400.00
	7+ variances	\$500.00
Board of Adjustment Hearing (no variance)		\$300.00
Subdivision Agreement		\$2,500.00
Zoning Verification Letter		\$20.00
Certificate of Use		\$75.00
Legal Interpretation of Subdivision or Zoning Code		Cost of legal services provided plus 10% administration fee
Street or Alley Closing		\$300.00
Application Resubmission or Rescheduling Fee		\$200.00



Planning & Development Fees

Professional Service Fees (including but not limited to Legal Fees, Engineering Review Fees)	Fees charged the City of Milford, plus 10%; Billed as encumbered.
Incomplete/Resubmission/Re-review Engineering Fee	\$1,000.00
Transfer of Development Rights (TDR) Credit	\$3,000 per dwelling unit
Engineering Construction Inspection	4% of Construction Costs for all infrastructure to be owned, operated, and maintained by the City of Milford.
<p>ENGINEERING REVIEW: At the time of filing an application for plan review, the applicant shall submit to the City the fees required to cover the engineering plan review in accordance with the adopted Fee Schedule listed in this Resolution. Incomplete submissions, plans that have changed significantly from a prior submission, or plan submissions that fail to adequately address mandated requirements may be charged an additional fee as determined by the City Manager in order to cover expenses associated with the additional cost for the engineering review.</p>	



Sewer Billing Fees

Description		Fee Per Month prior to 06/30/2021	Fee Per Month effective 07/01/2021	Fee Per Month effective 07/01/2022	Fee Per Month effective 07/01/2023	Fee Per Month effective 07/01/2024	Fee Per Month effective 07/01/2025
Usage Fee; In-City Users	0-1,000 gallons of metered water consumption	\$10.00	\$10.49	\$11.00	\$11.54	\$12.11	\$12.70
	Over 1,000 gallons of metered water consumption, per 1,000 gallons	\$2.78	\$2.92	\$3.06	\$3.21	\$3.37	\$3.53
	Kent County Sewer Treatment	As determined by Kent County					
Usage Fee; Out-of-City Users	0-1,000 gallons of metered water consumption	\$15.00	\$15.74	\$16.51	\$17.31	\$18.16	\$19.05
	Over 1,000 gallons of metered water consumption, per 1,000 gallons	\$4.17	\$4.37	\$4.59	\$4.81	\$5.05	\$5.30
	Kent County Sewer Treatment	As determined by Kent County					
Late Utility Payment		1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Penalties & Fines		Not less than \$100 nor more than \$1,000 plus cost of prosecution					



Sewer Permitting Fees

Description	Fee	
Sewer Utility Permit	\$10.00	
Sewer Tap/Connection	Actual City cost	
Sewer Inspection	\$35 per inspection	
Sewer Re-inspection	\$50.00 per inspection	
Impact Fee, Kent County	As determined by Kent County, per EDU	
Impact Fee, City	\$1,561 per EDU	Effective July 1, 2019
	\$1,623 per EDU	Effective July 1, 2020
	\$1,688 per EDU	Effective July 1, 2021
	\$1,756 per EDU	Effective July 1, 2022
	\$1,826 per EDU	Effective July 1, 2023
	\$1,899 per EDU	Effective July 1, 2024
	\$1,975 per EDU	Effective July 1, 2025
	\$2,054 per EDU	Effective July 1, 2026
Aid-in-Construction Fee Route 30 Pump Station	\$1,598 per EDU	Effective July 1, 2020
	\$1,662 per EDU	Effective July 1, 2021
	\$1,729 per EDU	Effective July 1, 2022
	\$1,798 per EDU	Effective July 1, 2023
	\$1,870 per EDU	Effective July 1, 2024
	\$1,944 per EDU	Effective July 1, 2025
	\$2,022 per EDU	Effective July 1, 2026
	\$2,103 per EDU	Effective July 1, 2027
Aid-in-Construction Fee Shawnee Acres Pump Station	\$771 per EDU	Effective January 1, 2022
	\$802 per EDU	Effective July 1, 2022
	\$834 per EDU	Effective July 1, 2023
	\$868 per EDU	Effective July 1, 2024
	\$902 per EDU	Effective July 1, 2025
	\$939 per EDU	Effective July 1, 2026
	\$976 per EDU	Effective July 1, 2027



Solid Waste Fees

Description		Fee Per Month prior to 06/30/2020	Fee Per Month effective 07/01/2020	Fee Per Month effective 07/01/2021	Fee Per Month effective 07/01/2022	Fee Per Month effective 07/01/2023	Fee Per Month effective 07/01/2024
Trash, Recycle, Yard Waste Collection	Residential, per unit	\$26.00	\$27.05	\$28.15	\$29.30	\$31.50	\$32.75
	Non-Residential, per unit	\$26.00	\$27.05	\$28.15	\$29.30	\$31.50	\$32.75
	Multi-Unit Rental Complex, 95-gallon, Weekly Collection, per unit	\$25.00	\$27.05	\$28.15	\$29.30	\$31.50	\$32.75
	Multi-Unit Rental Complex, 3 CY, Weekly Collection, per unit	\$150.00	\$175.00	\$200.00	\$200.00	\$200.00	\$200.00
	Multi-Unit Rental Complex, 3 CY, Twice Weekly Collection, per unit	\$300.00	\$320.65	\$370.65	\$370.65	\$370.65	\$370.65
Bulk/Brush Collection	First & Second Request in 12 Months	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Third & After Request in 12 Months	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Additional Container	Trash, each	\$5.00	\$5.25	\$5.50	\$5.75	\$7.00	\$7.25
	Recycle, each	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Yard Waste, each	\$3.00	\$3.50	\$3.75	\$4.00	\$4.25	\$4.50



Solid Waste Fees

Description		Fee
Deposit, Rental Unit		\$100.00
At-Door Collection	Commercial, per month	\$10.00
	Special Assistance, per month	\$0.00
Missed Collection	First Request	\$0.00
	After First Request Through 12 Months, per collection	\$25.00
Special Collection Request, per collection		\$25.00
Container Left Curbside After Collection Day, per day		\$5.00
Temporary Suspension of Collection	Container Removal	\$35.00
	Container Return	\$35.00
	Account Reconciliation	\$100.00



Solid Waste Permitting Fees

Description		Fee
Private Hauler	License	\$150.00 per year
	Vehicle Registration	\$250.00 per truck, per year



Streets And Utilities Billable Rates

Description	Fee Per Hour
Labor Rate	\$85.00
Pick-Up Truck	\$20.00
Service Truck	\$25.00
Backhoe	\$50.00
Excavator	\$40.00
Jetter/Vac	\$100.00
Loader	\$65.00
Jetter/Vac Trailer*	\$45.00
Sweeper Truck	\$75.00
Dump Truck	\$55.00
Chipper*	\$45.00



Water Billing Fees

Description		Fee Per Month prior to 06/30/2021	Fee Per Month effective 07/01/2021	Fee Per Month effective 07/01/2022	Fee Per Month effective 07/01/2023	Fee Per Month effective 07/01/2024	Fee Per Month effective 07/01/2025	
Usage Fee; Residential; In-City Users	Up to 1,000 gallons of metered water	\$3.25	\$3.38	\$3.52	\$3.66	\$3.80	\$3.95	
	1,001-4,000 gallons of metered water consumption, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.80	\$3.95	
	4,001-8,000 gallons of metered water consumption, per 1,000 gallons	\$3.50	\$3.64	\$3.79	\$3.94	\$4.09	\$4.26	
	Over 8,000 gallons of metered water consumption, per 1,000 gallons	\$4.00	\$4.16	\$4.33	\$4.50	\$4.68	\$4.87	
Usage Fee; Residential Out-of-City Users	Up to 1,000 gallons of metered water	\$4.88	\$5.08	\$5.28	\$5.49	\$5.71	\$5.94	
	1,001-4,000 gallons of metered water consumption, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.71	\$5.94	
	4,001-8,000 gallons of metered water consumption, per 1,000 gallons	\$5.25	\$5.46	\$5.68	\$5.91	\$6.14	\$6.39	
	Over 8,000 gallons of metered water consumption, per 1,000 gallons	\$6.00	\$6.24	\$6.49	\$6.75	\$7.02	\$7.30	
Usage Fee; Commercial Inside City	≤1" meter	Up to 10,000 gallons	\$32.50	\$33.80	\$35.15	\$36.56	\$38.02	\$39.54
		10,001-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.80	\$3.95
	1.25" meter	Up to 15,000 gallons	\$48.75	\$50.70	\$52.73	\$54.84	\$57.03	\$59.31
		15,001-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.80	\$3.95



Water Billing Fees

Usage Fee; Commercial Inside City	1.5" meter	Up to 25,000 gallons	\$81.25	\$84.50	\$87.88	\$91.40	\$95.05	\$98.85
		25,001-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.80	\$3.95
	2" meter	Up to 50,000 gallons	\$162.50	\$169.00	\$175.76	\$182.79	\$190.10	\$197.71
		50,001-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.80	\$3.95
	3" meter	Up to 125,000 gallons	\$406.25	\$422.50	\$439.40	\$456.98	\$475.26	\$494.27
		125,001-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.80	\$3.95
	4" meter	Up to 300,000 gallons	\$975.00	\$1,014.00	\$1,054.56	\$1,096.74	\$1,140.61	\$1,186.24
		300,001-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.80	\$3.95
	6" meter	Up to 800,000 gallons	\$2,600.00	\$2,704.00	\$2,812.16	\$2,924.65	\$3,041.63	\$3,163.30
		800,001-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.80	\$3.95
		Up to 1.2M gallons	\$3,900.00	\$4,056.00	\$4,218.24	\$4,386.97	\$4,562.45	\$4,744.95



Water Billing Fees

	8" meter	1.21M-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.80	\$3.95
	10" meter	Up to 1.6M gallons	\$5,200.00	\$5,408.00	\$5,624.32	\$5,849.29	\$6,083.26	\$6,326.60
		1.61M-31M gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.80	\$3.95
	12" meter	Up to 2M gallons	\$6,500.00	\$6,760.00	\$7,030.40	\$7,311.62	\$7,604.08	\$7,908.24
		2.1M-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.80	\$3.95
	≤1" meter	Up to 10,000 gallons	\$48.75	\$50.66	\$52.64	\$54.70	\$56.84	\$59.06
		10,001-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.71	\$5.94
	1.25" meter	Up to 15,000 gallons	\$73.13	\$75.99	\$78.96	\$82.04	\$85.24	\$88.57
		15,001-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.71	\$5.94
	1.5" meter	Up to 25,000 gallons	\$121.88	\$126.64	\$131.58	\$136.72	\$142.06	\$147.61
		25,001-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.57	\$4.75



Water Billing Fees

Usage Fee; Commercial Outside City		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.71	\$5.94
	2" meter	Up to 50,000 gallons	\$243.75	\$253.26	\$263.14	\$273.41	\$284.08	\$295.16
		50,001-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.71	\$5.94
	3" meter	Up to 125,000 gallons	\$609.38	\$633.15	\$657.85	\$683.51	\$710.17	\$737.87
		125,001-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.71	\$5.94
	4" meter	Up to 300,000 gallons	\$1,462.50	\$1,519.54	\$1,578.81	\$1,640.39	\$1,704.37	\$1,770.85
		300,001-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.71	\$5.94
	6" meter	Up to 800,000 gallons	\$3,900.00	\$4,052.10	\$4,210.14	\$4,374.34	\$4,544.94	\$4,722.20
		800,001-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.71	\$5.94
	8" meter	Up to 1.2M gallons	\$5,850.00	\$6,078.15	\$6,315.20	\$6,561.50	\$6,817.40	\$7,083.28
		1.21M-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.71	\$5.94



Water Billing Fees

	10" meter	Up to 1.6M gallons	\$7,800.00	\$8,104.20	\$8,420.27	\$8,748.67	\$9,089.87	\$9,444.38
		1.61M-31M gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.71	\$5.94
	12" meter	Up to 2M gallons	\$9,750.00	\$10,130.25	\$10,525.33	\$10,935.82	\$11,362.32	\$11,805.46
		2.1M-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.71	\$5.94

Description	Fee
Late Utility Payment	1.50% per month
Temporary Water Usage, Flat Fee per day	\$50.00 per day
Fire Line/Hydrant, Private Availability, Inside/Outside City	\$15.00 per month
Water Tampering	\$250.00 per occurrence
Water Account Set Up	\$50.00 each
Water Service Re-connection	\$50.00 per occurrence
Service Call; during normal business hours	\$50.00 per occurrence
Service Call; after normal business hours	\$100.00 per occurrence
Water Meter Testing	\$100.00 per occurrence
Penalties & Fines	Not less than \$50 nor more than \$1,000 plus cost of prosecution



Water Permitting Fees		
Description		Fee
Water Tap/Connection Permit		\$10.00
Water Tap/Connection		Actual City cost
Water Line Installation		Actual City cost plus 10%
Water Line Inspection		\$35.00
Water Line Re-Inspection		\$50.00
Water Meter	Residential, 1"	\$200.00
	Commercial, 1"	\$350.00
	Over 1"	Calculated on individual basis
Water Meter Installation		\$35.00
Fire Line	2" line size	\$2,500
	4" line size	\$3,000
	6" line size	\$3,500
	8" line size	\$4,000
	10" line size	\$6,000
Impact Fee, Irrigation		Equal to City Impact Fee determined by Date
Impact Fee, City	\$3,072 per EDU	Effective July 1, 2020
	\$3,195 per EDU	Effective July 1, 2021
	\$3,323 per EDU	Effective July 1, 2022
	\$3,456 per EDU	Effective July 1, 2023
	\$3,594 per EDU	Effective July 1, 2024
	\$3,738 per EDU	Effective July 1, 2025
	\$3,887 per EDU	Effective July 1, 2026
	\$4,043 per EDU	Effective July 1, 2027

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: October 5, 2023

RE: Award of Professional Services-Deep Creek/herring Branch Greenway Phase I

Please find attached proposal from Becker Morgan Group (BMG) for professional services for Deep Creek/Herring Branch Greenway Phase I. Earlier this year, BMG completed concept plans for Phase I of the Greenway, which will serve as the basis for the additional work proposed.

The proposal is to prepare the associated construction documents and prepare site plan applications for submission to Sussex County. The park improvements include entrance road and parking lot, utility extension into the site, playground, bike paths, sidewalks, and other related sitework. The proposal calls for a stated fee of \$80,000 to be billed periodically as work is performed, plus the firm's out-of-pocket expenses, including application/permit fees required by state/county agencies.

Funding for this project¹ was approved in the FY24-28 Capital Improvement Plan (see enclosed excerpt) and has been obtained entirely through grant proceeds, including \$250,000 from the FY23 Bond Bill (CRRF), \$200,000 from the FY24 Bond Bill (CRRF), and \$200,000 from Community Transportation Funds (CTF) in FY24.

Recommendation

Staff recommend that Council accept the Becker Morgan Group proposal for the base amount of \$80,000 for professional services plus actual costs required to produce construction documents and prepare site plan applications for Sussex County to be funded through a combination of Bond Bill and Community Transportation Funds.

¹ Purchasing & Finance Team: Munis G/L [10197072-517054-3PR65](#)



ARCHITECTURE
ENGINEERING

PLANNING OUR
CLIENTS' SUCCESS

September 12, 2023

Mark Whitfield, ICMA-CM
City of Milford – City Manager
201 S. Walnut Street
Milford, Delaware 19963
mwhitfield@milford-de.gov

Re: **Professional Services**
CITY OF MILFORD – DEEP CREEK / HERRING BRANCH
GREENWAY PHASE 1
Milford, Delaware
2023139.00

Dear Mr. Whitfield:

Becker Morgan Group, Inc. is pleased you have requested a professional services proposal for Construction Documents for the City of Milford - Deep Creek located in Milford, Delaware. We appreciate your confidence in our firm.

Enclosed please find an agreement documenting our initial services and compensation. If acceptable, please sign and return the agreement to our office. We will then proceed with our services.

Thank you for the opportunity to be of service. Please do not hesitate to call with any questions or concerns.

Sincerely,

BECKER MORGAN GROUP, INC.

J. Michael Riemann, PE
Vice President

CJW/rlh

Enclosure: Proposal (09.05.23)

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BECKER MORGAN GROUP, INC.

309 SOUTH GOVERNORS AVENUE
DOVER, DELAWARE 19904
302.734.7950

THE TOWER AT STAR CAMPUS
100 DISCOVERY BOULEVARD, SUITE 102
NEWARK, DELAWARE 19713
302.369.3700

PORT EXCHANGE
312 WEST MAIN STREET, SUITE 300
SALISBURY, MARYLAND 21801
410.546.9100

3333 JAECKLE DRIVE, SUITE 120
WILMINGTON, NORTH CAROLINA 28403
910.341.7600

www.beckermorgan.com

Proposal/Agreement

Professional Services

CITY OF MILFORD – DEEP CREEK / HERRING BRANCH GREENWAY PHASE 1

Milford, Delaware
2023139.00

Project Scope

It is our understanding that you would like to proceed with improvements known as Sharp Farm Park. This parcel is located off S. Rehoboth Boulevard, identified as Parcel No. 330-11.00-39.00 and is approximately 19.5 acres. Under previous agreement, Becker Morgan Group, Inc., prepared concept plans for the project and that will be the basis of the work proposed herein.

You would like us to prepare the associated construction documents and prepare site plan applications for submission to Sussex County. The park improvements include entrance road and parking lot, utility extension into site, playground, bike paths, sidewalks, etc.

Based on our understanding of the project, we offer the following scope of services.

Services Scope

Boundary Verification & Topographic Survey \$10,000.00

We will verify the boundary survey of the parcel described above, completed by others. It is understood that a signed and sealed boundary survey was recently completed by Merestone and will be provided by the City of Milford. We will verify that the boundary survey is complete and use that information to complete the topographic survey listed below.

We will conduct a topographic survey. The topographic survey will locate existing structures, roadways/paved areas, visible or marked utilities, trees, and other existing conditions necessary to prepare a topographic base plan for the parcels. A topographic base plan will be prepared showing the existing boundaries of the property along with all field surveyed information along with contours at one-foot intervals and spot grades. The topographic survey will be on Vertical datum (NAVD88). Our survey will be based on the required data needed for site plan design but does not include any offsite surveying.

Administrative Site Plan \$5,000.00

We will prepare a site plan submission to Sussex County for administrative review by the planning department. We will attend a pre-application meeting with Sussex County if necessary. Our submission will include site plans, a landscape plan, and other required documentation. The site plan will include information provided on the topographic base plan with the addition of proposed improvements, parking, grading, drainage structures, and stormwater management areas as needed. We will also prepare a landscape plan based on Sussex County requirements. We will prepare a color site plan and make submission to request site plan approval.

Site Construction Documents \$65,000.00

We will prepare the construction drawings for recordation, construction permits, and process applications and submit to the following review agencies: Sussex County, State Fire Marshal, DNREC (Division of Water), Delaware Health & Social Services (Office of Drinking Water), DelDOT, and Sussex Conservation District. Our fee for the construction documents includes revisions based on agency comments, and resubmissions. Our fee excludes code and policy changes currently not in effect at the time of this proposal. We will prepare the following plans and submissions:

Existing Conditions/Demolition Plan

We will prepare an existing conditions / demolition plan to identify the existing site conditions, utilities and topographical information derived from our survey documents. We will identify items to be demolished as necessary to achieve the proposed plan. Our services do not include environmental services or remediation services and assume that you will contract those services separately if needed.

Site Plan

We will prepare a final site plan in accordance with jurisdiction's site plan requirements. These plans will address comments received from the planning department and will include elements such as buildings, pavements, parking configurations, sidewalks, site striping and signage and other general site features.

Grading & Drainage Plans

We will prepare grading and drainage plans to identify existing topographical and utility information as derived from the existing conditions plan. Utilizing this information as a base, this plan will depict the proposed grading, drainage, and stormwater drainage design for this facility. This information will be displayed with topographical contours at one-foot intervals and spot elevation details as required to sufficiently describe the proposed improvements. The plans will also include location, size, type, and elevations of the proposed storm drain system.

Utility Plans

We will prepare utility plans that will identify existing utility information as derived from the existing conditions plan. Utilizing this information as a base, this plan will depict the proposed design for this facility. The plan will illustrate locations of the utilities (including sanitary sewer, water, storm sewer) for the subject project. The plans will include the location, size, type, and elevation of the proposed sanitary sewer and water system including location of manholes, cleanouts, meter pits, valves, fire hydrants, and other related appurtenances. It should be noted that electric, telecom, and gas services will be based on information provided by the local utility companies and/or the project M.E.P. Engineer. Becker Morgan Group will coordinate with the local utility and show information provided by the utility on the construction drawings for reference only. Becker Morgan Group does not design these services and is excluded from our fee.

Profile Sheets

We will prepare profile sheets that will display vertical locations of the proposed storm sewer system to be constructed on site. All tie-in locations to existing utilities are assumed and based upon information provided by the survey or respective utility companies and may not necessarily reflect actual field conditions; therefore, slight modifications once existing utilities are located in the field may be necessary after the original design is completed.

Entrance Plans

We will design entrances and the offsite roadway improvements identified by DelDOT, and we will prepare plans for submission and review. Our fee includes designing one (1) access point to South Rehoboth Avenue. Plans will be prepared in accordance with requirements. The plans will outline geometric design, curbing, paving, signage and striping, as well as handicap ramp and sidewalk facilities. We will also prepare grading plans. Plans will include storm drain design, size, and location. We will coordinate utility relocations with appropriate utility companies. Our fee does not include preparing utility relocation plans for electric, gas, or communications. It is assumed plans will be provided by the affected utility companies for our use. We will complete

the required application forms to accompany the plans and make submissions and revisions as required. Our fee does not include offsite road improvements (except the improvements listed in the project scope section) or detailed maintenance of traffic plans. We have excluded Traffic Studies until it is determined if they are necessary. We will meet with DelDOT on behalf of the project to make those determinations and report back to you once the specifics are known. Our fee does not include preparation of construction entrance permits, construction utility permits, cost estimating, and/or bond or letter of credit coordination. Those services will be addressed under construction phase services.

Delaware Health and Social Services

We will submit to Delaware Health & Social Services Division of Public Health for review of the proposed potable water supply system and approval of the construction permit.

Department of Natural Resources & Environmental Control Sewer Extension

We will submit plans to the State of Delaware Department of Natural Resources for review of the sanitary sewer system and approval of the construction permit.

Department of Natural Resources & Environmental Control/Notice of Intent

We will prepare the Notice of Intent (NOI) for submission to Delaware Department of Natural Resources. The NOI permit fee is not included in our fee.

Sediment & Stormwater Management Plans and Report

We will prepare the required Stormwater Assessment Study which is required prior to the pre-application meeting with the agency having jurisdiction ("Agency"). The study will include GIS information as well as pre-developed drainage maps. We will submit the study to the Agency and attend the required pre-application meeting. Following the pre-application meeting we will prepare Sediment and Stormwater Plans for submission to the Agency. These plans will identify any proposed storm drain layout including pipe size and location as well as catch basin size and location if necessary. These plans will also identify the stormwater management BMP locations. We will also prepare a detailed stormwater management report as required by the Agency. The report will document and compare the stormwater discharge in the pre-developed and post-developed condition as well as outline stormwater quality control design as required by the Agency. Our fee assumes that the existing soil and water table are suitable for infiltration per agency regulations. Extensive design to overcome unsuitable local conditions is excluded and extraordinary design measures could incur additional fees. A watershed study is not expected but could be required. At this point, this is unknown. As a result, we have excluded this from our fee.

Erosion and Sediment Control Plans

We will prepare the required erosion and sediment control plans and submit for review by the designated agency. These plans will identify the storm drain layout including pipe size and location as well as catch basin size and location if necessary. These plans will also identify the stormwater management BMP locations. In addition, the plans will include temporary erosion and sediment control measures required during construction in accordance with DNREC's requirements including but not limited to items such as silt fence locations, stabilized construction entrance locations, inlet protection, and slope stabilization. We will also prepare stormwater calculations to document compliance with the Delaware Sediment and Stormwater Regulations.

Fire Protection Plan

We will submit site plans to the Delaware State Fire Marshal's office for review. Plans will detail fire lane access requirements and fire hydrant locations as required by the Office of the State Fire Marshal.

Site Lighting Plan

We will prepare a site lighting plan to only show the approximate location of lights for this project. The site lighting design will be prepared by your electrical engineer, this item is for coordination and inclusion in plan set. The electrical engineer will provide us with the site lighting locations, fixture types and details, and photometric analysis.

Landscape Plan

We will prepare Landscape Plans that will illustrate the proposed landscaping improvements at this facility, to satisfy the minimum required landscaping per the local jurisdiction's landscape ordinance only. This will be reflected in a display with a legend of the proposed landscape improvements inclusive of trees, shrubs, related plantings and landscaping items. The design will be superimposed onto the Site Plan documents and will ultimately be utilized for construction. Additionally, our office will incorporate a planting schedule, which identifies the botanical names, proposed number of plants per species, and size as prepared by our licensed landscape architect. Our fee does not include hardscape design.

Civil Construction Details

We will prepare construction detail sheets, which detail items to be constructed such as sidewalks, manholes, valves, signage, pavement sections, catch basins, cleanouts, curb, trench details, etc.

Extra Services

We have established a scope of services based on information provided, services requested, and knowledge of the project as it currently exists. There may be instances when unforeseen issues arise and must be managed as part of the design, review and approval process that are not included in the current scope of services.

If unforeseen circumstances arise, an agency provides comments or requires additional design information, or you request information that is outside of the scope of this contract, we will immediately contact you and discuss the potential for extra services. If you as the developer/owner or anyone associated with your efforts requests or requires additions, deletions, or revisions to the scope of this contract, we will immediately contact you and discuss the potential for extra services. Any effort not considered within the scope of this contract will be billed on a time and materials basis, in accordance with our Terms and Conditions of Agreement. We will establish a budget with you prior to commencing with any of the efforts considered under these extra services.

Compensation

For the above-referenced services, we will bill you \$80,000.00 per our *Terms and Conditions of Agreement* (01.01.23).

Exclusions

- Regulatory Matters*: Variances; Exceptions; Amendments
- Surveying*: Subdivision Plats; Recordation; Agency Reviews; ALTA/ACSM Surveys; Recordation Drawings; As-Built Surveys; Construction Stake Out Services
- Studies*: Traffic; Community Impact Statements; Feasibility

- Environmental: Phase 1 and Phase 2 Studies; Forest Conservation Compliance*; Wetlands Delineation and Permitting*; Critical Areas Compliance*
- Engineering: Geotechnical (Soil Borings and Recommendations); Structural; Mechanical, Electrical, Plumbing; Fire Protection; Life Safety; Technology and Telecommunications
- Design of any Off-Site Improvements or Utility Extensions to the Site*
- Design*: Architecture or Interior Design [Furniture, Fixtures and movable Equipment (FF&E) Specification and/or Procurement; FF&E Color Coordination; Window Coverings]
- Other Consultants: Acoustical; Cost Control; Food Service; Building Envelope; Roofing; Scheduling
- Graphics*: Models; 3D Presentation Materials; Marketing Materials/Presentation Graphics; Project Signage; Computer Animation
- Fees: Filing; Review; Permits; Agency Approvals; Bonds
- Reproduction: Printing of Construction and Bid Sets of Drawings and Specifications
- Coordination of Owner/Tenant Provided Materials or Services

* Becker Morgan Group, Inc. has personnel qualified to perform these services as required.

Agreement Terms

Reimbursable items such as printing, mileage, shipping, etc. are not included in our fee, and will be billed separately. The attached *Terms and Conditions of Agreement* documents contract terms and is hereby incorporated into this agreement. If this proposal is acceptable as written, please sign and return to our office.

Thank you for the opportunity to be of service.

BECKER MORGAN GROUP, INC.



J. Michael Riemann, PE
Vice President

CJW/rh

City of Milford
Mark Whitfield

Accepted: _____

Title: _____

Date: _____

Attachment: *Terms and Conditions of Agreement* (01.01.23) DE



ARCHITECTURE
ENGINEERING

Client Billing Information	<i>(To Be Completed By Client – Please Print)</i>
Billing Contact Name:	
Billing Entity:	
Billing Address: Street, City, State, Zip:	
Billing Email Address:	
Billing Contact Phone:	

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TERMS AND CONDITIONS OF AGREEMENT For Professional Services

Scope of Project and Services

See attached proposal/letter of agreement. All references herein to A/E means Design Professional - Architect, Engineer, Landscape Architect, Surveyor, or Interior Designer.

Fixed Fee Projects

Billings are based upon the percentage of completion of each phase of services.

Hourly Rate Schedule

Compensation for hourly services:

Principals	\$225 - 290/hr
Senior Associate	\$165 - 215/hr
Associate	\$150 - 165/hr
Architect/Engineer/Interior Designer/Landscape Architect & Surveyor	\$120 - 285/hr
Designer	\$ 80 - 155/hr
Technician	\$ 75 - 120/hr
Support	\$ 80 - 160/hr
Field Crew	\$185/hr
Expert Witness	1.5 x billing rate
3D Scanner	\$205/hr

Rates subject to change each January.

Any consultants required and authorized by the Owner will be billed at cost plus ten (10) percent.

Estimated Fees

Fee estimates are valid for sixty (60) days. Where an estimated total is given for hourly work, it shall not constitute an upset figure, but is provided to assist in project budgeting only.

Initial Payment

Services commence when the Owner's authorization is received with the initial payment, which will be applied to the final invoice.

Invoices

Invoices are sent monthly for services performed. Payment is due upon receipt. A late charge will be added thirty (30) days after the invoice date at 1.5% per month simple interest.

Reproduction Expenses

In-house reproduction expenses incurred in the interest of the project will be billed as follows:

Plots	Size	Regular	Color
	18x24	\$ 5.00	\$10.00
	24x36	\$10.00	\$15.00
	30x42	\$15.00	\$20.00
Photocopies	8½ x 11	\$.15	\$.50
	8½ x 14	\$.20	\$.75
	11x17	\$.25	\$ 1.00
Prints	18x24	\$ 2.00	
	24x36	\$ 3.00	
	30x42	\$ 4.00	

Reimbursable Expenses

Other expenses incurred in the interest of the project (travel, toll communications, postage, delivery, photographs, engineering or other consultants, renderings, models, etc.) will be billed monthly at cost plus ten (10) percent.

Government Agency Fees / Approvals

The owner shall pay directly (outside of Becker Morgan Group, Inc.'s fees and reimbursables) for all of the following governmental charges,

including but not limited to: application fees, review fees, permit fees, plat recordation, governmental charges, impact fees, front footage assessments, water flow and pressure test, tap-in fees, bonds, transfer taxes, etc. Owner should investigate and budget these items in their total project development soft costs. Owner acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside of the A/E's control. A/E does not guarantee approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

Additional Services

Services beyond those outlined in the attached Scope of Work, including for revisions due to adjustments in the scope, budget or quality of the project, for redesign of previously approved drawings, and for additional Construction Phase services, will be billed at hourly rates above or at fixed fees.

Change of Scope

All fees are subject to renegotiations if the original scope of service is changed or if services are not completed within two (2) months of the project's projected completion date indicated in the proposal.

Early GMP or Design / Build

If Owner solicits early GMP or Design / Build proposals based upon work-in-progress drawings or prior to A/E's receipt of, and response to, permitting comments, Owner acknowledges that any cost scheduling information resulting for such solicitations or procurement necessary will be subject to revision until the Construction Documents are finally completed and issued for construction, including all addenda. Any services required to highlight drawing changes associated with early GMP or Design / Build proposals shall be compensated as an Additional Service.

Fast-Track or Phased Project Delivery

If Owner requests or requires fast-track design services or early or phased construction document packages, Owner assumes the elevated risk that the design services and/or phased construction document packages will have errors, omissions or incomplete coordination. Accordingly, A/E shall have no liability to Owner with respect to fast-track design services or early or phased construction packages absent gross negligence on the part of the A/E.

Betterment

In the case of design errors or omissions that lead to an increase in the cost of construction, A/E shall have no liability to Owner for the portion of such cost increase that represents betterment or value added to the project.

Third-Party Beneficiaries

Neither the Contractor nor any other person or entity, apart from the Owner and A/E, are intended beneficiaries of the A/E's services. A/E does not warrant or represent that its services or the Construction Documents will be free from errors, omissions or ambiguities. Owner shall inform all prospective contractors and construction managers, in writing, that A/E makes no representation whatsoever to any prospective contractor, trade contractor or construction manager regarding the quality, completeness or sufficiency of the Construction Documents, for any purpose whatsoever.

Design Without Construction Review

Should Owner elect not to engage A/E to perform normal periodic construction observation and normal full service Submittals, RFIs, Substitution and Change Order review services during construction, Owner acknowledges that there is an increased risk to Owner of misinterpretation of A/E's design intent by the Contractor, the Owner or inspecting agencies; an increased risk of non-compliant construction work on the part of the Contractor; and a

reduced opportunity afforded to the A/E and Owner to identify and resolve conflicts, errors or omissions in the construction or in the construction documents at a point when the consequences stemming from such risks and reduced opportunities could have been mitigated or avoided. Accordingly, A/E shall not be liable to Owner or others for any portions of any damages or harm that plausibly could have been avoided had the A/E been engaged to perform full service construction phase services.

Please note: Delaware Code Title 24 – Chapter 3 mandates an A/E is required for "construction contract administration services". If Becker Morgan Group, Inc. is not hired to provide these services, we are required by law to file a Construction Contract Administration Services Provider Change Form with the appropriate officials designating who will be providing the required services directly for the Owner.

Ownership of Documents

All documents (drawings, sketches, reports, etc.) prepared as instruments of service shall remain the copyrighted property of the A/E and are specific only to this project, Owner, and this Agreement. Work which is furnished, but not paid for, will be returned to the A/E and will not be used for any purpose by the Owner until payment in full is rendered. Owner agrees to indemnify, defend and hold A/E harmless for all claims arising out of Owners reuse, misuse, modification or assignment of A/E's instruments of service. This provision shall survive termination of this Agreement.

Insurance

The A/E is protected by Workmen's Compensation, Professional Liability and Standard Public Liability Insurance. The A/E will not be responsible for any loss, damage or liability arising from Owner's negligent acts, errors or omissions or those by Owner's consultants, contractors, and agents or from those of any person whose conduct is not within the A/E's contractual responsibility.

Risk Allocation

Owner and A/E have discussed the risk, rewards and benefits of the project and the A/E's total fee for services. The risks have been allocated such that the Owner agrees that to the fullest extent permitted by law, A/E's total liability to Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total fee or \$50,000, whichever is greater. Such causes include, but are not limited to design professional's negligent errors, omissions, or breach of contract. This limitation of liability may be increased up to the limits of A/E's insurance coverage available to pay for said increased liability only if a mutually agreed increase in A/E's fees is negotiated and set to this or written amendment executed by both parties.

Termination of Agreement

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon at least seven (7) days written notice to the A/E in the event the Project is permanently abandoned. In the event of termination not the fault of the A/E, the A/E shall be compensated for all services performed to termination date together with Reimbursable Expenses then due.

Environmental Hazards / Subsurface Conditions

The A/E does not perform services related to the identification, containment or removal of asbestos, hazardous waste, or any other environmental hazards, nor will it assume liability for any damages or costs related to these materials. Unless specifically included under A/E's scope of services, A/E assumes no liability for geotechnical engineering or any other analysis or testing of subsurface conditions (including soils and the location of any utilities or structures not visible on the surface).

Nonpayment/Work Stoppage

The A/E reserves the right to stop work on the project upon ten (10) days written notice to Owner for non-payment and withdraw any permit documents. A/E's stoppage of work shall be without liability for consequential or other damages resulting from the stoppage. Restart on the project after thirty (30) days of stoppage will require payment of additional fees.

Standard of Care

The Owner acknowledges the inherent risks associated with construction. In performing professional services, the A/E will use that degree of care and skill ordinarily exercised under similar circumstances by competent licensed A/E in the jurisdiction where the project is located. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by the A/E during the completion of its services under this Agreement.

Successors & Assigns

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

Affidavits / Certifications

Any affidavits or certifications required by government agencies, lenders, or others shall be written to include language acceptable to the A/E. The Owner shall not require certification that would require knowledge or assumption of responsibilities beyond the scope of this agreement.

Miscellaneous Provisions

Unless otherwise specified, this Agreement shall be governed by Delaware Law. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

Collection

If it is necessary to enforce collection on any amount past due under this agreement, the A/E shall be reimbursed for all legal and other reasonable costs related thereto, including (33%) attorney's fees, court costs, administrative time and other collection costs.

Certificate of Merit

The Owner shall make no claim (whether directly or in the form of a third party claim) against the A/E unless the Owner shall have first provided the A/E with a written certification executed by a licensed professional in the State of Delaware, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of an A/E performing professional services under similar circumstances. Such certificate shall be provided to the A/E thirty (30) days prior to the presentation of any such claim.

Frivolous Suit or Counterclaim

In the event the Owner makes a claim (or counterclaim) or brings an action against the A/E for any act arising out of the performance of the services hereunder, and the Owner fails to prove such a claim or action, then the Owner shall pay all

legal and other costs incurred by the A/E in defense of such claim or action.

Electronic Media

If electronic media of project files are requested, the Owner or requesting party must sign an Electronic Media Release Form, plus remit \$200.00 per file, plus printing costs per sheet for one (1) record set for Owner and one (1) set for A/E.

Privity of Contract

Owner agrees that any claim against A/E will be based solely on breach of contract and Owner also agrees that any contract by the Owner with any contractor for work on the project shall specifically state that "Contractor shall make no claim against A/E for the project and Contractor's sole basis for claim shall be breach of contract against the Owner regardless of whether such claim is based on any alleged error or omission of the A/E." Contractor also agrees to place such a clause as this in all its agreements with any subcontractors for the project restricting their right to recovery to breach of contract against the contractor.

Repose

As between the parties to this Agreement, any applicable statute of limitations or repose will begin to run, and any cause of action will have accrued, not later than the date of the last invoice sent to Owner by A/E for project services performed. In no event shall Owner be permitted to make any claim against any party, including third parties not in a privity with this Agreement, after four (4) years from the date of substantial completion of the project or the date of the final payment to A/E for this project, whichever event occurs earliest (referred to as the date of repose), whether the basis of any claim is known or discovered before or after that date of repose.

Publicity

All publicity developed for this project will credit Becker Morgan Group, Inc. as the Architects/Engineers, as appropriate.

January 1, 2023

Becker Morgan Group, Inc.

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CIP LINE DETAIL: FY2024-28 FINAL AS APPROVED JUNE 12, 2023

FUND TYPE, OPS DEPT & PROJ CATEGORY	FY20-FY23 (Approved)	FY20-FY23 (Spent/DeOb)	FY23 Balance Remaining	FY24 (Plan)	FY25 (Plan)	FY26 (Plan)	FY27 (Plan)	FY28 (Plan)
185 PARKS & REC								
186 EQUIPMENT								
187 Brush cutter attachment		-	-	15,000	-	-	-	-
188 Kubota Tractor w/Snow Blade (2011 PR-035 & 036)		-	-	-	-	-	40,000	-
189 Kubota Zero Turn Mower (PR-8, 11, 20, 52)	35,463	(15,463)	20,000	21,000	23,000	25,000	26,000	27,000
190 Replacement 4x2 Gator (FY22 PR-010;PR-13 & PR-29)	40,000	-	40,000	20,000	-	-	-	-
191 Stand-up Mower, John Deere (PR-50 & 51)	-	-	-	-	40,000	-	-	-
192 Tractor, New Holland w/ Cab (PR-30) w/ mower deck (PR-33)	-	-	-	85,000	-	-	-	-
193 Trailer	7,537	(7,537)	-	-	-	-	-	-
194 Ventrac Tractor with Mulching Mower	30,000	-	30,000	-	-	-	-	-
195 VEHICLES								
196 Dodge Ram 1500 Pick up (R: PR-015)		-	-	-	-	-	-	90,000
197 Econoline Van (R: PR-6)	33,457	-	33,457	16,600	-	-	-	-
198 F350 Pickup Truck (Expansion)		-	-	85,000	-	-	-	-
199 Vehicle - Parks & Rec	56,543	(56,543)	-	-	-	-	-	-
200 Water Truck (R: PR-41)	50,000	-	50,000	15,000	-	-	-	-
201 PARKS								
202 Memorial Park I - Playground & Pickleball Ct	755,781	(316,978)	438,803	60,000	-	-	-	-
203 Riverwalk Upgrades	525,000	(280,315)	244,685	-	-	-	-	-
204 Sharp Property - Open Space Development/Greenway	250,000	(9,850)	240,150	250,000	250,000	250,000	250,000	250,000
205 Public Restrooms	300,000	(17,500)	282,500	-	-	350,000	-	-
206 Gateway signage and improvements	20,000	-	20,000	50,000	20,000	20,000	20,000	20,000
207 Open Space Acquisition	320,000	(313,895)	6,105	500,000	500,000	500,000	500,000	500,000
208 Additional Recreational Court	-	-	-	-	-	75,000	-	-
209 Bsktball Court Rehab	112,443	(72,443)	40,000	-	-	-	-	-
210 Construct Rec/Community Ctr@Marvel Sq	-	-	-	-	-	2,000,000	-	-
211 Construction of beach volleyball court	15,000	-	15,000	-	-	-	-	-
212 Construction of courts @ TSM	-	-	-	-	200,000	-	-	-
213 Frisbee golf course	-	-	-	-	150,000	-	-	-
214 Goat Island Bridge	36,000	(36,000)	-	-	-	-	-	-
215 Irrigation wells at TSM	20,000	-	20,000	-	-	-	-	-
216 Marshall Pond Riverbank Development	150,000	(24,649)	125,351	-	100,000	100,000	100,000	100,000
217 Marvel Sq Redevel/outdoor skating track	-	-	-	-	100,000	-	-	-
218 Memorial Park II - Pavilion	75,000	-	75,000	-	-	-	-	-
219 Memorial Park II - Shade/Walks/Bench	-	-	-	30,000	-	-	-	-
220 Redevelopment of Bicentennial Park	-	-	-	250,000	-	-	-	-
221 Riverwalk Ext/Bulkhead Const	-	-	-	150,000	200,000	-	-	-
222 Splash Pad	-	-	-	-	100,000	-	-	-
223 Tree Planting	30,000	(5,913)	24,087	10,000	10,000	10,000	10,000	-
224 Parks & Rec Consolidation	43,563	(43,563)	-	-	-	-	-	-
225 Riverwalk Upgrades Phase II						350,000		

MARSHALL
MILLPOND

S. REHOBOTH AVE

N. HORSESHOE DRIVE

S. HORSESHOE DRIVE

DEEP BRANCH

SHARPS FARM
PARK

ROOKERY GOLF COURSE

A

B

C

D

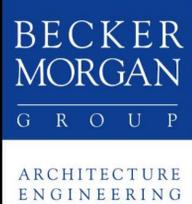
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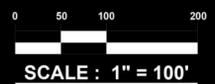
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DRAWING KEY

- A. PARK ENTRANCE
- B. PARKING LOT - 72 SPACES
- C. MULTI-AGE PLAYGROUND
- D. CONCRETE WALKWAYS
- E. OPEN SPACE W/ WATER VIEWS
- F. LARGE MULTI-USE FIELDS
- G. 10' WIDE PERIMETER BIKE PATH



CITY OF MILFORD GREENWAY
SHARPS FARM PARK
2023139.00





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