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

Council Meeting Agenda
July 14, 2025

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*
All interested parties are invited to speak during the public comment portion of the Meeting. Discussion of those items appearing on the agenda as a public hearing is prohibited during the Public Comment Period, as an opportunity will be provided at the time it is being considered. Virtual attendees must register prior to start time of the meeting by calling 302-422-1111 Extension 1142 or 1303, or by sending an email to cityclerk@milford-de.gov and providing their name, address, phone number, and item name and/or description you wish to comment on. Persons in attendance wishing to speak must sign up prior to the start of the Meeting. Citizen comments are limited to three (3) minutes. Council and Committee Members are prohibited from responding or taking action since this is not an official session; however, items may be considered for placement on a future agenda.

COUNCIL MEETING

Page

1. 15-Minute Public Comment

2. Call to Order - Mayor F. Todd Culotta

3. Roll Call

4. Invocation

5. Pledge of Allegiance

6. Approval of the Agenda

7. Recognition

a. Recognition from Rep. Sarah McBride

b. New Employee Introductions

8. Public Hearing/Comments/Final Determination ®

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10. Monthly Finance Report

a. Finance Report - May 2025 78 - 88

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h. Liguori & Morris Proposal - Legal Services 270 - 271

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14. EXECUTIVE SESSION

Motion to Recess into Executive Session

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

Pursuant to 29 Del. C. §10004(b)(9) Personnel matters in which the names,

competency and abilities of individual employees or students are discussed

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**

Return to Open Session

Potential Motion/Real Estate
Potential Motion/Personnel
Potential Motion/Legal Matters

15. 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 ADDITIONAL 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 MUST BE INCLUDED IN THE COUNCIL PACKET AND ACCESSIBLE BY AUDIO AND VISUAL MEANS PURSUANT TO 29 Del. Code, Chapter 100, §10006A(c)(5).

*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.

070725, **070825 Late additions
***071025 Late addition pending tax appeal hearings
071025 Items removed
****071425 Late addition by CM
071425 Items removed

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

THE CITY of Milford DELAWARE

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

DATA SHEET FOR KD PROPERTIES, LLC

Development Advisory Committee: May 24, 2023

Planning Commission Meeting: June 17, 2025

Application Number / Name	:	23-018 / KD Properties, LLC
Applicant	:	KD Properties, LLC 1056 S. State Street Dover, DE 19901
Owner	:	Same
Application Type	:	Preliminary Conditional Use Site Plan
Present Comprehensive Plan Map Designation	:	Commercial
Present Zoning District	:	C-3 (Highway Commercial District)
Present Use	:	Automotive Service
Proposed Use	:	Automotive Service and Flex Warehouse
Size and Location	:	4.59 +/- acres of land located at the southwest corner of NW Tenth Street and N. Walnut Street, addressed as 10 NW Tenth Street.
Tax Map & Parcel	:	MD-16-174.18-01-15.00

ENC: Staff Analysis Report
Exhibit A – Location & Zoning Map
Exhibit B – Preliminary Conditional Use Site Plan

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

THE CITY of Milford DELAWARE

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

STAFF REPORT
May 29, 2025

Application Number / Name	:	23-018 / KD Properties, LLC
Tax Map & Parcel	:	MD-16-174.18-01-15.00
Size and Location	:	4.59 +/- acres of land located at the southwest corner of NW Tenth Street and N. Walnut Street, addressed as 10 NW Tenth Street.

I. BACKGROUND INFORMATION:

- The applicant proposes to construct a 6,000 square foot flex warehouse building containing 5 tenant spaces. The building would be located on the above referenced parcel south of the existing Meineke Car Care Center as shown on the provided preliminary conditional use site plans.

- The applicant proposes to subdivide the existing 4.59-acre parcel into two parcels. Lot 1 would be comprised of 2.10 +/- acres of land and contain the proposed 6,000 square foot flex warehouse building and the existing Meineke building. Lot 2 would contain 2.49 +/- acres of unimproved land. The minor subdivision would be reviewed administratively by City staff.

- Chapter 230-42(B) states "four or more non-residential permitted uses or tenant spaces on a property zoned C-2, C-2A, C-3, OC-1 and H-1 requires a conditional use approval from City Council."

- Chapter 230-14(C)(5) states "business, commercial or industrial uses that do not adversely affect neighboring properties" may be permitted subject to receiving a conditional use permit from City Council.

II. STAFF ANALYSIS:

Based on the information presented, the City of Milford Code, and the Comprehensive Plan, staff submits the following regarding the request for the Preliminary Conditional Use Site Plan:

- The applicant is seeking a waiver from Chapter 230-20(K) which states "all permanent parking areas shall be enclosed with upright concrete curbing at least six inches in height. The Planning Director may relax this requirement for a portion of a parking are when there is

a demonstrated need to convey stormwater to a proposed or approved stormwater management area. Parking blocks are required at the head of all parking spaces where curb is not provided. Curbing shall not be required for loading areas, handicap access and for parking spaces accessory to a one-family or two-family residence. Buildings and sidewalk shall be protected by upright concrete curbing at least six inches in height, bollards or other object approved by the Planning Director that demonstrates protection of pedestrians and property." The applicant is proposing to provide upright concrete curbing for the three landscaped islands located in the middle of the new parking lot area. There is existing curbing adjacent to the existing sidewalk located along N. Church Street and near the 10th Street/N. Walnut Street intersection. The applicant is proposing to not provide new curbing along NW 10th adjacent to the subject parcel. This area would remain open to the flow of vehicular traffic. The applicant is removing portions of pavement along N. Walnut Street but is not adding curbing in those areas.

The City has concerns regarding traffic and access to several commercial properties in the general area and recently completed a transportation study through the Dover/Kent County MPO for the 10th Street/N. Walnut Street intersection. See below link for the final report.
https://doverkentmpo.delaware.gov/files/2023/08/Milford-10th-Church-Rehoboth-Final-Report-WEB.pdf
Recommendations from the study included improving several non-conforming entrances in the area, including the subject parcel. Below is a screenshot from the report showing a reconfiguration of the N. Walnut Street/N. Rehoboth Blvd intersection and the addition of curbing and sidewalk adjacent to the subject parcel. The findings of this study should be taken into consideration when reviewing the curbing and sidewalk waiver requests.



- The applicant is seeking a waiver from Chapter 197-14 which states "in all new construction sites and subdivisions, the City shall require the builder or developer to install curb, gutter and sidewalk in cases where no such improvements previously existed or where, if in existence, they are in need of repair. Issuance of a Certificate of Occupancy by the City will be contingent upon compliance. In proposed developments, the City Council may, at its discretion, waive the requirement to install curb, gutter and sidewalk." The applicant is proposing to not install curb, gutter or sidewalk along N. Walnut Street and NW 10th Street.

- Other than the two listed waiver requests, the Preliminary Conditional Use Site Plan meets the minimum requirements of Chapter 230 Zoning and Chapter 200 Subdivision of Land.

- The plans have been reviewed for general compliance with the City's Standard Construction Specifications. The applicant must address the remaining review comments from the letter dated May 6, 2025.

- Evaluation based on the criteria found under Chapter 230-48 Conditional Uses.

  A. The presence of adjoining similar uses.

     The property is located along the south side of NW Tenth Street and the west side of N. Walnut Street and N. Church Street. The properties to the north and east contain a mixture of commercial uses, including food establishments, a car wash, an automotive repair business, an auto parts store and general retail. The properties to the south include a group home, single-family detached dwelling and a community cemetery. The properties to the west contain single-family detached dwellings and a church.

  B. An adjoining district in which the use is permitted.

     The proposed flex warehouse is a permitted use within the industrial and business park zones. The properties in the immediate vicinity are zoned C-3 Highway Commercial or R-2 Residential District. The zoning code requires four or more non-residential permitted uses or tenant spaces in the C-3 zone to obtain a conditional use approval from City Council due to the potential size of these types of projects and their potential impacts on the surrounding area.

  C. There is a need for the use in the area proposed as established by the Comprehensive Plan.

     The Comprehensive Plan designates this area as Commercial. The proposed use is consistent with the land use plan for the Comprehensive Plan and addresses additional goals and objectives related to economic development and business growth.

  D. There is sufficient area to screen the conditional use from adjacent different uses.

     The applicant is proposing a 6-foot-tall fence along the south side of the property to screen the proposed commercial use from the adjacent residential uses.

E. The use will not detract from permitted uses in the district.

The subject parcel is bound on the north and east by properties zoned C-3 Highway Commercial containing a variety of commercial uses. The properties to the south and west contain single-family detached dwellings. The applicant is proposing the installation of a 6-foot-tall fence along the south side of the project area to screen the proposed use from the adjacent residentially zoned parcels. The City has concerns regarding traffic and access to several commercial properties in the general area and recently completed a transportation study through the Dover/Kent County MPO for the 10th Street/N. Walnut Street intersection. Traffic into and out of the subject site should be channeled to specific entrance locations to improve safety and traffic flow.

F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

The applicant is proposing the installation of a 6-foot-tall fence along the south side of the project area to screen the proposed use from the adjacent residentially zoned parcels. The City has concerns regarding traffic and access to several commercial properties in the general area and recently completed a transportation study through the Dover/Kent County MPO for the 10th Street/N. Walnut Street intersection. Traffic into and out of the subject site should be channeled to specific entrance locations to improve safety and traffic flow. The project meets the minimum setback, screening and off-street parking requirements for the proposed use which should help minimum potential adverse influences on adjoining uses.

- The following comments must be addressed prior to final site plan approval:
  - Final Site Plan approval will require approvals or no objection letters from DelDOT, the State Fire Marshal's Office, DHSS Office of Engineering and Kent Conservation District;
  - Address Preliminary Conditional Use Site Plan review comments (a copy of which is provided in the packet);
  - Applicant must obtain final approval of engineering plans from the City Engineer; and,
  - Additional department and agency comments outlined in Section III.

III. AGENCY COMMENTS:

- **Office of State Planning Coordination**
  No comments provided.

- **DelDOT Planning, Development Coordination**
  See attached comments.

- **Delaware Health and Social Services – Division of Public Health**
  No comments provided.

- **Department of Natural Resources and Environmental Control (DNREC), Division of Water, Surface Water Discharges Section (SWDS)**
  No comments provided.

- **Kent Conservation District**
  See attached comments.

- **Delaware State Fire Marshal's Office**
  See attached comments.

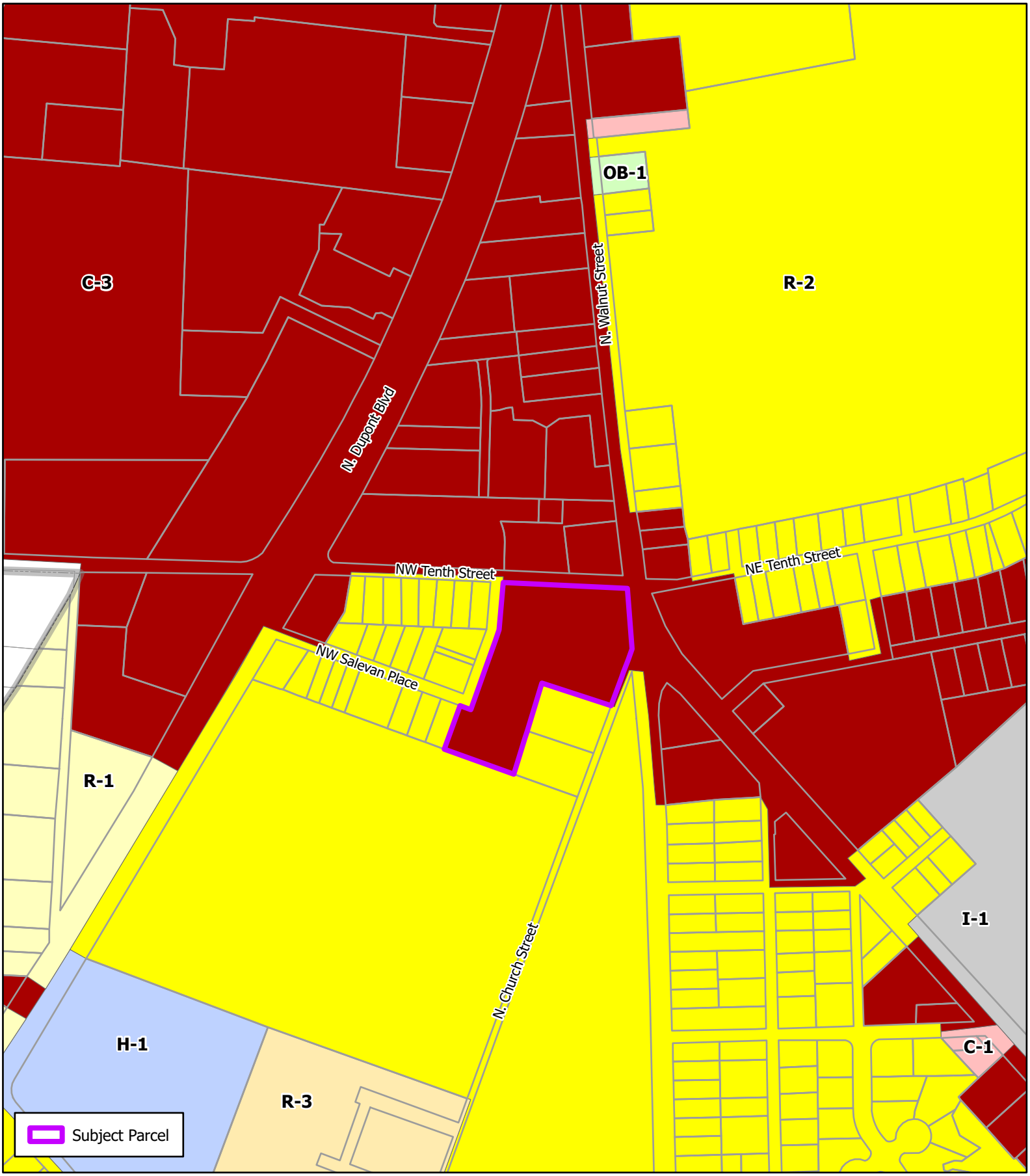
- **Carlisle Fire Company**
  No comments provided.

- **City of Milford Public Works Department, City Engineer**
  See attached Preliminary Conditional Use Site Plan review comments dated May 6, 2025 and corresponding responses from the applicant.

- **City of Milford Parks and Recreation Department**
  No comments provided.

- **City of Milford Police Department**
  No comments provided.

- **Milford School District**
  No comments provided.



THE CITY of Milford DELAWARE

Scale: 0 240 480 Feet

Drawn by: WRP

Date: 05/09/23

Filepath: SitePlan_KDPropertiesLLC.aprx

Title:

Site Plan

KD Properties, LLC

Location & Zoning M[illegible]

18072 Davidson Drive
Milton, DE 19968
T: 302-684-8030
F: 302-684-8054

www.pennoni.com

DATE: 03 May 2023

TO: Rob Pierce, Planning Director
City of Milford

FROM: Eric W. Wahl, RLA
Alan M. Decktor, PE
Pennoni Associates

RE: **Application for Conditional Use**
Tax Maps: MD-16-174.18-01-15.00 -000
10 NW 10th Street
Milford, DE 19963

Mr. Pierce:

Please accept this application and accompanying documents as required under the Conditional Use Application. Enclosed, you will find the following documents:

- Lane Use Application Letter
- Conditional Use Application Form
- 1 paper copy of the Conditional Use Preliminary Plan.
- A digital copy of the plan will be emailed to city staff.
- Application fee.

Below, please find a written summary of the project:

Summary of Conditional Use Preliminary Plan:

The enclosed Conditional Use Preliminary Plan for 10 NW 10th Street includes 4.59 +/- acres located on the corner of NW 10th Street, North Walnut Street, and North Church Avenue. The property is zoned C-3 (Highway Commercial). An existing building and accessory structure are located on the property (a portion of the existing building is approved for use for Meineke and is currently renovating the building.)

The Applicant is requesting additional uses (unknown flex space) for the existing building, as well as a proposed new building for contractor storage use. Existing parking shall be re-striped and additional parking is proposed to accommodate the new uses. According to our calculations, the Meineke, flex-retail spaces, and the contractor uses require a total of 79 parking spaces. The plan provides 79 spaces (including 4 ADA spaces and residual existing paving for additional parking).

Parking lot interior landscaping and the required buffer are shown on the plan in compliance with current City Code requirements. All utilities will be provided by the City of Milford. Access to the property will be restriped and will be provided from both NW 10th Street and North Church Avenue, where existing conditions already provide access. Stormwater will be conveyed to existing storm inlets as well as a proposed stormwater management pond located in the southeast corner of the property.

We look forward to hearing from you, and should you have any questions or need further information, please do not hesitate to contact us.

Sincerely,

Eric W. Wahl

Eric W. Wahl, RLA
Pennoni Associates
302-684-6236
ewahl@pennoni.com

SITE DATA TABLE

1.	TAX MAP NUMBER:	5-16-17418-01-1300-00001
2.	DEED/PLAT REFERENCE:	DEED BOOK 11647, PAGE 156
3.	OWNER / DEVELOPER NAME:	KD PROPERTIES LLC
4.	OWNER / DEVELOPER ADDRESS:	10 NW TENTH STREET MILFORD, DE 19963
5.	SITE ADDRESS:	10 NW TENTH STREET MILFORD, DE 19963
6.	CURRENT ZONING:	C-3 (HIGHWAY COMMERCIAL)
7.	PRESENT USE:	AUTOMOTIVE SERVICE
8.	PROPOSED USE:	AUTOMOTIVE SERVICE / PROPOSED FLEX SPACE
9.	REQUIRED SETBACKS (B.R.L.): FRONT - SIDE - REAR -	(C-3) 30 FEET MIN 20 FEET/AGG 50 FEET 50 FEET
10.	TOTAL AREA (GROSS): MINIMUM LOT AREA: MINIMUM LOT WIDTH:	4.59± ACRES NEW PARCEL: 2.10 ACRES 1 ACRE 170 FT CORNER LOT
11.	NET DEVELOPMENT AREA:	4.21± AC.
12.	BUILDING HEIGHT:	35' MAX ALLOWED [PROPOSED: +/- 18 FEET]
13.	PARKING/LOADING (ARTICLE IV: OFF-STREET PARKING AND LOADING, CODE SECTION 230-21):	
	REQUIRED SPACES:	AUTOMOTIVE REPAIR REQUIRES 3 SPACES PER SERVICE BAY MEINEKE REQUIRED SPACES = 11 SERVICE BAYS = 33 SPACES TOTAL MEINEKE 33 SPACES WAREHOUSE REQUIRES 1 SPACE PER 200 SF SALES AREA PLUS 1 SPACE PER 2 EMPLOYEES WAREHOUSE SPACE (SALES) = 2,500 SQUARE FEET = 13 SPACES EMPLOYEES 5 PEOPLE = 3 SPACES 16 SPACES TOTAL REQUIRED: 49 SPACES
	PROVIDED SPACES:	52 SPACES (3 ADA SPACES INCLUDED) PLUS RESIDUAL EXISTING PAVED AREA
	LOADING SPACES REQUIRED: LOADING SPACES PROVIDED:	1 BERTH (RETAIL SPACES 5,000 SF TO 7,999 SF) 1 BERTH (12' X 60')
14.	BICYCLE PARKING FACILITY (ARTICLE IV: OFF-STREET PARKING AND LOADING, CODE SECTION 230-20(M))	FOR PARKING FACILITIES WITH TEN OR MORE PARKING SPACES, FIVE BICYCLE PLUS ONE BICYCLE SPACES PER EVERY TWENTY PARKING SPACES SHALL BE PROVIDED. MEINELE PROVIDED PARKING SPACES = 52 SPACES/20 SPACES = 2 BICYCLE SPACES + 5 BICYCLE SPACES = 7 BICYCLE REQUIRED
	SPACES REQUIRED: SPACES PROVIDED:	7 BICYCLE SPACES 7 BICYCLE SPACES
15.	WATER SUPPLY: SECTION 230-19.5: SOURCE WATER PROTECTION	PUBLIC WATER - CITY OF MILFORD A) SUBJECT PROPERTY IS WITHIN AN AREA OF FAIR/GOOD GROUND WATER RECHARGE B) SUBJECT PROPERTY IS NOT LOCATED IN A WELLHEAD PROTECTION AREA.
15.	SEWER SUPPLY:	PUBLIC SEWER - CITY OF MILFORD
16.	ELECTRIC PROVIDER:	CITY OF MILFORD
17.	NATURAL GAS PROVIDER:	TO BE DETERMINED
18.	STATE INVESTMENT AREA (2020):	LEVEL 1
19.	SITE BENCHMARKS:	BENCHMARK 1 N: 337807.1720 E: 652205.2650 ELEV.: 32.36 IRF IN PAVEMENT BENCHMARK 2 N: 337592.5040 E: 652618.2410 ELEV.: 32.76 IRF IN PAVEMENT
20.	WETLAND AREA:	NO WETLANDS FOUND ONSITE
21.	PROPOSED DISCHARGE LOCATION:	ON SITE STORMWATER MANAGEMENT AREA REQUIRED FOR NEW IMPERVIOUS COVER. EXISTING IMPERVIOUS COVER TO CONTINUE TO DRAIN TO EXISTING ROADSIDE INLETS AND INTO EXISTING DRAINAGE SYSTEM
22.	SITE CALCULATIONS BUILDING AREA GRASS/LANDSCAPED AREA PAVEMENT/STONE AREA TOTAL	EX. = 0.31 AC. PR. = 0.41 AC. EX. = 2.99 AC. PR. = 2.71 AC. EX. = 1.29 AC. PR. = 1.47 AC. EX. = 4.59 AC. PR. = 4.59 AC.
23.	EXISTING VEGETATED AREA: VEGETATED AREA TO BE REMOVED VEGETATED AREA TO REMAIN:	0.98 AC. (0.21%) 0.49 AC. (0.11%) 0.49 AC. (0.11%)
24.	SPECIFIC IMPERVIOUS BREAKDOWN: OVERALL IMPERVIOUS: MAXIMUM LOT COVERAGE ALLOWED: 3.67 AC. (80.00%)	1.88 AC. (40.96%) NEW PARCEL: 1.61 AC (76.7%)
25.	LIMIT OF DISTURBANCE:	2.22 ± AC.
26.	DATUM:	HORIZONTAL = NAD83 VERTICAL = NAVD88
27.	SURVEY:	BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED BY PENNONI ASSOCIATES ON MARCH 15, 2022.
28.	FIRE DISTRICT:	CARLISLE FIRE CO. (STATION 42)
29.	FLOOD ZONE:	FIRM NUMBER 10005C0041K, DATED MARCH 16, 2015, ZONE "X", UNSHADED
30.	WATERSHED:	UPPER MISPILLION RIVER
31.	LOCAL GOVERNMENT RESPONSIBLE FOR LAND USE APPROVAL:	CITY OF MILFORD

32.	PROPOSED EDU'S:	WAREHOUSE/STORAGE BUILDING = 1 EDU + #FU'S/9
		TOILET = 2 FU, WASHSTAND = 1 FU
		WE HAVE 14 TOILETS AND 14 WASHSTANDS = 42 FU
		⏚ = 4.6 EDU'S
		TOTAL = 5.6 EDU'S

10 NW TENTH STREET
PRELIMINARY CONDITIONAL USE SITE PLAN

TM#: 5-16-17418-01-1300-00001

10 NW TENTH STREET

MILFORD, DE 19963

PREPARED FOR

OWNER/DEVELOPER:

KD PROPERTIES LLC

10 NW TENTH STREET

MILFORD, DE 19963

(949) 836-2511

ArcGIS Web Map



MILFORD ZONING MAP

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		BUILDING
		FULL DEPTH PAVEMENT
		CONCRETE SIDEWALK
		CURB
		EDGE OF PAVEMENT
		EDGE OF GRAVEL
		EASEMENT
		FENCE
		POWER, UTILITY POLE
		POWER, LIGHT
		PROPERTY, LINE
		LEGAL RIGHT-OF-WAY
		R.O.W. MONUMENTATION
		PROPERTY, ADJOINING LINED
		SITE, MAIL BOX
		SITE, TRAFFIC SIGN
		SOIL BOUNDARY
WaC		SOIL LABEL
		STORM SEWER, INLET
		STORM SEWER,HEADWALL
		STORM SEWER, MANHOLE
D D		STORM SEWER, UNDERGROUND
		SWALE
		VEGETATION, TREE LINE
101	101	MINOR CONTOUR
100	100	MAJOR CONTOUR
X 100.5	35.00	SPOT ELEVATION

WAIVERS REQUESTED:

A WAIVER IS BEING REQUESTED FROM CHAPTER 230-20(k) FOR CURBING ENCLOSING ALL PERMANENT PARKING AREAS OF AT LEAST 6 INCHES IN HEIGHT, PLANNING DIRECTOR MAY RELAX THIS REQUIREMENT BASED ON NEEDED STORM WATER CONVEYANCE.

A WAIVER IS ALSO BEING REQUESTED FOR SIDEWALK REQUIRED ALONG THE EXISTING ROAD FRONTAGES.

Sheet List Table		
Sheet Number	Sheet Description	Sheet Title
1	PP0001	PRELIMINARY COVER SHEET
2	PP0201	EXISTING CONDITIONS
3	PP1000	KEY SHEET
4	PP1001	SITE PLAN
5	PP1501	GRADING PLAN
6	PP1701	UTILITY PLAN
7	PP2001	LANDSCAPE PLAN
8	PP2002	LANDSCAPE NOTES & DETAILS
9	PP2201	SITE LIGHTING PLAN
10	PP6001	SITE DETAILS

CALL BEFORE YOU DIG
Call Miss Utility of Delmarva
800-282-8555
Ticket Number(s):

OWNER
KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963
(949) 836-2511

ENGINEER/SITE DESIGNER
PENNONI ASSOCIATES INC.
18072 DAVIDSON DRIVE
MILTON, DE 19968
(302) 684-8030

SURVEYOR
PENNONI ASSOCIATES, INC.
18072 DAVISON DRIVE
MILTON, DE 19968
(302) 684-8030

LANDSCAPE ARCHITECT
PENNONI ASSOCIATES, INC.
18072 DAVISON DRIVE
MILTON, DE 19968
(302) 684-8030

SCHOOL DISTRICT
MILFORD SCHOOL DISTRICT

FIRE DISTRICT
MILFORD

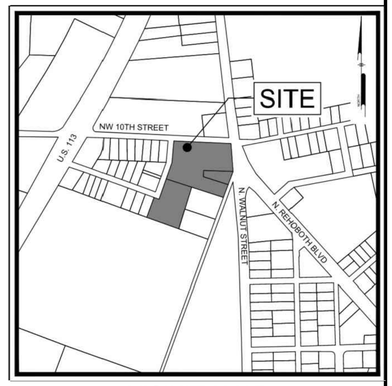
POSTAL DISTRICT
MILFORD (19963)

WATER UTILITY
PUBLIC - MILFORD

SEWER UTILITY
PUBLIC - MILFORD



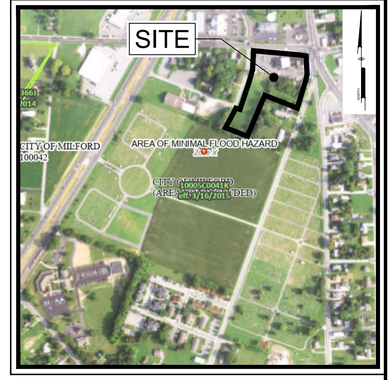
LOCATION MAP
Scale: 1" = 600'



VICINITY MAP
Scale: 1" = 1000'

SOILS		
TYPE	DESCRIPTION	HYDROLOGIC SOIL
IuB	INGLESIDE URBAN LAND COMPLEX, 0 TO 5 PERCENT SLOPES	A
HbA	HAMBROOK SANDY LOAM, 0 TO 2 PERCENT SLOPES	B

LIMIT OF DISTURBANCE: 2.22± ACRES



FEMA MAP
Scale: N.T.S.

CITY OF MILFORD APPROVAL

MARK WHITFIELD CITY MANAGER DATE

CITY PLANNING DEPARTMENT APPROVAL

PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH THE MOST RECENTLY ADOPTED AND/OR CERTIFIED VERSIONS OF THE CITY OF MILFORD'S CODE OF ORDINANCES AND COMPREHENSIVE LAND USE PLAN. THE OWNER AND THEIR ENGINEER AND/OR SURVEYOR ASSUME ALL RESPONSIBILITY FOR THE DESIGN AS CONTEMPLATED HEREIN AND ACCURACY OF ALL INFORMATION SHOWN HEREON.

CITY ENGINEER APPROVAL

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

CITY ENGINEER DATE

OWNER/DEVELOPER CERTIFICATION:
IT IS HEREBY CERTIFIED THAT I AM THE OWNER/DEVELOPER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN. THE PLAN WAS MADE AT MY DIRECTION, THAT I ACKNOWLEDGE THE SAME TO BE MY ACT. IT IS MY DESIRE TO HAVE THE PLAN RECORDED AS SHOWN AND IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

SIGNATURE DATE
KD PROPERTIES LLC
DAVID MILLER
10 NW 10TH STREET
MILFORD, DE 19963
949-836-2511
DAVID@REALOPPORTUNITIESLLC.COM

ENGINEER CERTIFICATION:
IT IS HEREBY CERTIFIED THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION, AND TO MY BEST KNOWLEDGE COMPLIES WITH APPLICABLE STATE AND LOCAL REGULATIONS AND ORDINANCES. THE DESIGN REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

SIGNATURE DATE
OLAYIWOLA OKESOLA, PE (DE PE#25733)
PENNONI ASSOCIATES, INC
18072 DAVIDSON DRIVE
MILTON, DE 19968
OFFICE (302) 684-8030 - FAX (302) 684-8054
OOLAYIWOLA@PENNONI.COM

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

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

10 NW TENTH STREET
TM#: 5-16-17418-01-1300-00001
10 NW TENTH STREET
MILFORD, DE 19963

PRELIMINARY COVER SHEET
KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963

NO.	DATE	REVISIONS	BY
1	2025-03-07	PER OWNER COMMENTS	KRML

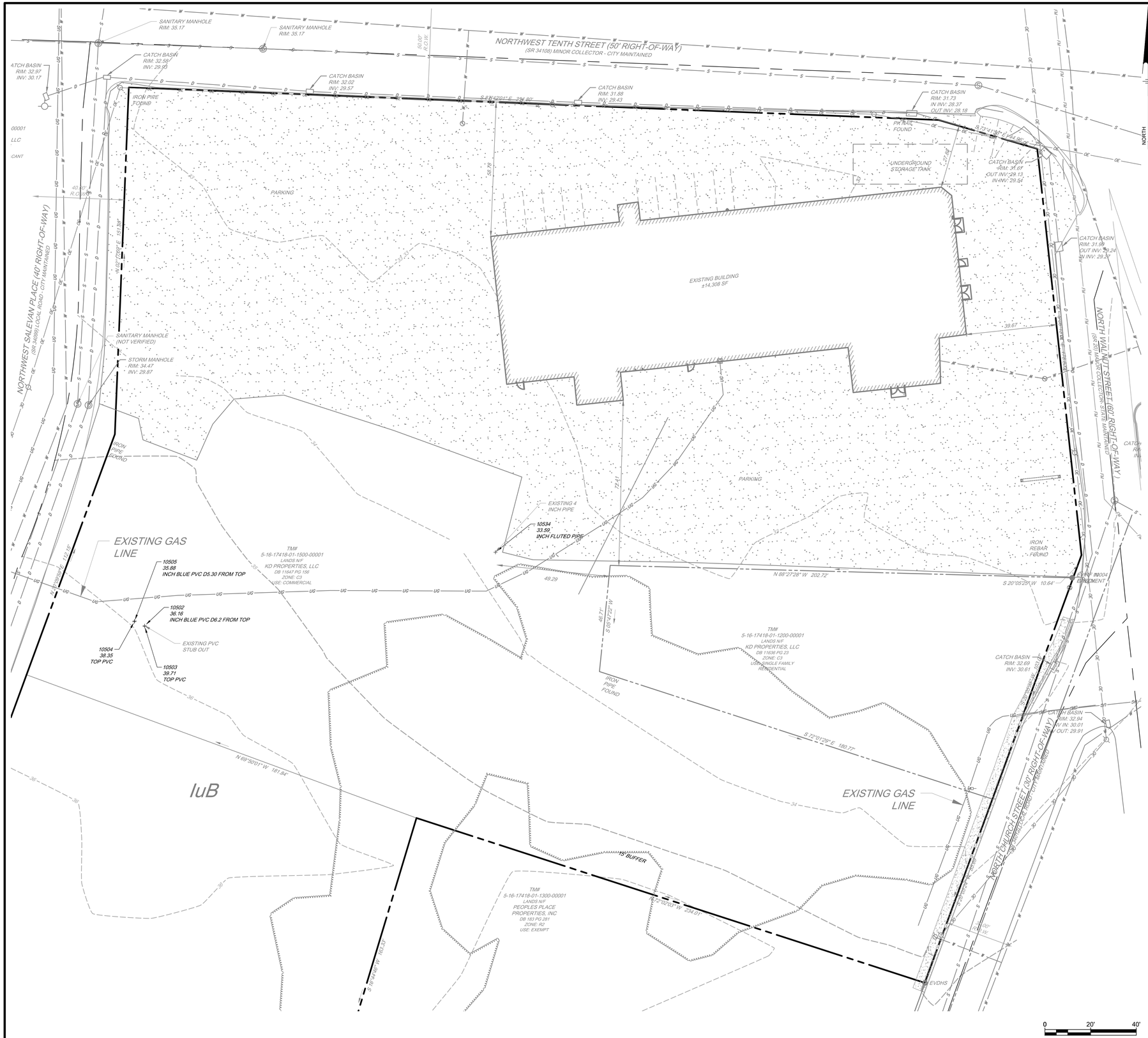
ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	KDPRO22001
DATE	2025-02-07
DRAWING SCALE	AS SHOWN
DRAWN BY	KRML
APPROVED BY	OIO

PP0001

SHEET 1 OF 11

U:\Accounts\KDPRO\KDPRO22001 - 914 N. Walnut St - Lot Feasibility\DESIGN_SHEETS\PP0001.dwg PLOTTED: 3/8/2023 4:42 PM, BY: Kenneth R. Mottla Lopez PLOTSTYLE: Pennoni NCS.ctb PROJECT STATUS: —



EXISTING CONDITION NOTES:

1. ELEVATIONS ARE BASED ON NAVD 88, AND DE STATE PLANE COORDINATE SYSTEM NAD 83 HORIZONTAL DATUM.
   1.1. DEED REFERENCE: DEED BOOK 11647, PG. 156.
2. UNLESS SPECIFICALLY STATED OR SHOWN HEREON TO THE CONTRARY, THIS SURVEY IS MADE SUBJECT TO AND DOES NOT LOCATE OR DELINEATE:
   2.1. RIGHTS OR INTEREST OF THE UNITED STATES OF AMERICA OR STATE OF DELAWARE OVER LANDS NOW OR FORMERLY FLOWED BY TIDEWATER, BUT NO LONGER VISIBLE OR PHYSICALLY EVIDENT, OR LANDS CONTAINING ANY ANIMAL, MARINE OR BOTANICAL SPECIES REGULATED BY OR UNDER THE JURISDICTION OR ANY FEDERAL, STATE, OR LOCAL AGENCY.
   2.2. BUILDING SETBACK LINES, ZONING REGULATIONS OR LINES ESTABLISHED BY ANY FEDERAL, STATE OR LOCAL AGENCY WHICH MAY AFFECT THE BUILDING OR DEVELOPMENT POTENTIAL OF THE SUBJECT PROPERTY.
   2.3. ANY SUBSURFACE OR SUBTERRANEAN CONDITION, EASEMENTS OR RIGHTS, INCLUDING, BUT NOT LIMITED TO MINERAL OR MINING RIGHTS, OR THE LOCATION OF OR RIGHTS TO ANY SUBSURFACE STRUCTURES, CONTAINERS OR FACILITIES OR ANY OTHER NATURAL OR MAN-MADE SUBSURFACE CONDITION WHICH MAY OR MAY NOT AFFECT THE USE OR DEVELOPMENT POTENTIAL OF THE SUBJECT PROPERTY.
3. UTILITY NOTES:
   3.1. THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN HAVE BEEN TAKEN FROM EXISTING UTILITY RECORDS AVAILABLE AT THE TIME THESE PLANS WERE PREPARED AND FROM SURFACE OBSERVATION OF THE SITE. LOCATIONS OF UTILITIES AS SHOWN AND MAY OR MAY NOT BE COMPLETE. THE NATURE AND EXACT LOCATION OF EXISTING UTILITIES SHOULD BE VERIFIED PRIOR TO INITIATING ANY ACTIVITY THAT MAY AFFECT THEIR USE OR LOCATION.
   3.2. COMPLETENESS OR ACCURACY OF LOCATION AND DEPTH OF UNDERGROUND UTILITIES AND STRUCTURES IS NOT GUARANTEED.
   3.3. MISS UTILITY SHALL BE NOTIFIED THREE (3) DAYS PRIOR TO EXCAVATION.
   3.4. THE CONTRACTORS SHALL VERIFY LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES AND STRUCTURES BEFORE THE START OF WORK.
   3.5. IF CONFLICTS ARE FOUND THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND DESIGN ENGINEER FOR INSTRUCTION BEFORE PROCEEDING WITH WORK.
4. THIS SITE IS ZONED C-3 (COMMERCIAL HIGHWAY).
5. EXISTING STORMWATER RUNOFF IS CONVEYED THROUGH THE SITE TO EXISTING STORMWATER FACILITIES.

REFERENCE:
6. EXISTING CONDITIONS SURVEY PREFORMED BY PENNONI ASSOCIATES INC. MARCH 2022 THROUGH APRIL 2024.

FLOOD ZONE INFORMATION:
7. THIS PROPERTY IS LOCATED ON THE FEMA INSURANCE RATE MAP NUMBER 10005C0041K, MAP REVISED MARCH 16, 2015. PROPERTY LIES WITH IN ZONE X (UNSHADED) WHICH IS AN AREA LOCATED OUTSIDE THE 500 YEAR FLOOD PLAN.

SITE INFORMATION:

SITE ADDRESS:
10 NW TENTH STREET
MILFORD, DE 19963

OWNER:
KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963
(949) 836-2511

ENGINEER:
PENNONI ASSOCIATES, INC.
19072 DAVIDSON DRIVE
MILTON, DE 19966

LANDSCAPE ARCHITECT:
PENNONI ASSOCIATES, INC.
19072 DAVIDSON DRIVE
MILTON, DE 19966

PENNONI ASSOCIATES INC.
1900 Market Street, Suite 300
Philadelphia, PA 19103
T 215.222.3000 F 215.222.3588

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

10 NW TENTH STREET
5-16-17418-01-1300-00001
10 NW TENTH STREET
MILFORD, DE 19963

EXISTING CONDITIONS
KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963

NO.	DATE	REVISIONS	BY

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	KDPRO22001
DATE	2025-03-07
DRAWING SCALE	1" = 20'
DRAWN BY	KRML
APPROVED BY	OIO

PP0201

SHEET 2 OF 11

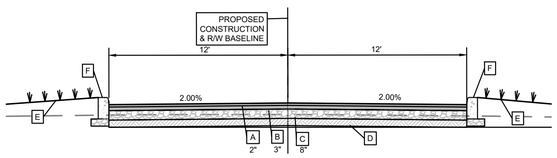
U:\Accounts\KDPRO\KDPRO22001 - 914 N. Walnut Sts Ltd Feasibility\DESIGN_SHEETS\PP0201.dwg PLOTTED: 5/6/2025 4:42 PM BY: Kenneth R. Matias Lopez PLOTSTYLE: Pennoni NCS.stb

CITY OF MILFORD GENERAL NOTES:

1. THE BOUNDARY INFORMATION SHOWN ON THESE DRAWINGS WAS TAKEN FROM DOCUMENTS OF PUBLIC RECORD, DEED REFERENCE: 11647, PG. 156, AND DB 11636, PG. 23, AND A SURVEY PERFORMED BY PENNONI ON MARCH 15, 2022. ALL PROVIDED EASEMENTS ARE SHOWN ON THIS PLAN, HOWEVER, THIS PLAT AND SURVEY DOES NOT VERIFY THE EXISTENCE OR NON-EXISTENCE OF RIGHT-OF-WAYS OR EASEMENTS.
2. A TOPOGRAPHIC SURVEY WAS PERFORMED BY PENNONI ASSOCIATES, ON MARCH 15, 2022 AND RECORDED IN THE SUSSEX COUNTY RECORDER OF DEEDS OFFICE, PLAT BOOK 11647, PAGE 156
3. HORIZONTAL DATUM IS BASED ON DELAWARE STATE GRID, NAD83.
4. WETLANDS ARE NOT PRESENT ACCORDING TO DNREC NAVIGATION MAP.
5. HYDRIC SOILS ARE NOT INDICATED AS BEING PRESENT ACCORDING TO THE SUSSEX COUNTY SOIL SURVEY. SOILS HAVE BEEN INSPECTED BY WILLIAM GANGLOFF, A LICENSED WETLANDS SCIENTIST.
6. EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETENESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATION AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTORS EXPENSE. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY DELMARVA (800-282-8555) A MINIMUM OF THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO ANY EXCAVATION.
7. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. MATERIALS AND WORKMANSHIP SHALL MEET THE REQUIREMENTS OF THE CITY OF MILFORD STANDARD SPECIFICATIONS FOR INSTALLATION OF UTILITY CONSTRUCTION AND SUBDIVISION PAVEMENT DESIGN, AND ALL APPLICABLE AGENCIES HAVING JURISDICTION OVER THE PROPOSED IMPROVEMENTS.
8. USE ONLY SUITABLE AND APPROVED GRANULAR MATERIAL FOR BACKFILLING TRENCHES.
9. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL RIGHT-OF-WAY LINES AND PROPERTY LINES TO HIS OWN SATISFACTION. ANY DISTURBED AREAS BEYOND THE RIGHT-OF-WAY OR EASEMENT LINES SHALL BE RESTORED IMMEDIATELY TO THEIR ORIGINAL CONDITION.
10. ALL VALVE CLOSURES AND CUT-INS SHALL BE COORDINATED WITH THE CITY. CITY OFFICIALS WILL CARRY OUT ALL NECESSARY VALVE CLOSURES. CONTRACTOR SHALL COORDINATE ISOLATION OF EXISTING WATER MAINS WITH THE CITY AND NOTIFY AFFECTED RESIDENTS AT LEAST 48 HOURS PRIOR TO CUT-IN.
11. PIPELINE DETECTION TAPE SHALL BE COLOR CODED, APPROPRIATELY LABELED, AND INSTALLED 18 INCHES BELOW THE GROUND SURFACE AND DIRECTLY ABOVE ALL PROPOSED NON-METALLIC WATER MAIN, SEWER MAIN, SEWER LATERALS, AND WATER SERVICES.
12. CONDUCTIVE TRACER WIRE SHALL BE INSTALLED WITH ALL NON-METALLIC WATER PIPE AND SERVICES; AND ALONG ALL SEWER LATERALS AND FORCEMAIN. WIRE SHALL BE SECURED TO THE PIPE AND SHALL BE SECURELY BONDED TOGETHER AT ALL WIRE JOINTS WITH APPROVED WATERTIGHT CONNECTORS. TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES, METER PITS, CLEANOUTS, AND AIR RELEASE VALVES.
13. PRIOR TO ISOLATION AND CUT-IN PROCEDURES, CONTRACTOR SHALL EXCAVATE, LOCATE, AND OBSERVE FUNCTION OF ALL EXISTING VALVES TO ASSIST IN THE SYSTEM ISOLATION.
14. SHOP DRAWINGS FOR ANY ITEM(S) WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE ORDERING OF AND/OR INSTALLATION OF THE ITEM(S).
15. ALL SANITARY SEWER MAINS AND FORCEMAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 42 INCHES AS MEASURED FROM THE TOP OF PIPE TO PROPOSED GRADE. SEWER LATERALS SHALL HAVE A MINIMUM DIAMETER OF SIX (6) INCHES AND HAVE A MINIMUM COVER OF 36 INCHES.
16. THERE SHALL BE A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER MAINS AND FORCEMAINS OF 10 FEET, AS MEASURED FROM EDGE OF PIPE TO EDGE OF PIPE. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 18 INCHES BETWEEN WATER MAINS AND SANITARY SEWER MAINS OR FORCEMAINS AT CROSSINGS. ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO THAT BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE AT CROSSINGS.
17. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 12 INCHES BETWEEN ANY STORM DRAIN PIPE AND ANY WATER MAIN OR SEWER MAIN. IF 12 INCHES CANNOT BE MAINTAINED, A MINIMUM OF SIX (6) INCHES IS REQUIRED AND PROVISIONS SHALL BE MADE ACCEPTABLE TO THE CITY OF MILFORD FOR PROPERLY ENCASING THE PIPE IN CONCRETE.
18. BASED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 10005C0041K, MAP REVISED MARCH 16, 2015, PROPERTY LIES WITHIN ZONE X WHICH IS AN AREA THAT HAS BEEN DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
19. ALL ROADWAYS ARE TO BE SWEPT FREE OF SEDIMENT ON A DAILY BASIS.
20. THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESET OR RECONSTRUCT ALL OBSTRUCTIONS IN THE WORK AREA, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGNS, LANDSCAPING, LIGHTING, PLANTERS, CULVERTS, DRIVEWAYS, PARKING AREAS, CURBS, GUTTERS, FENCES, OR OTHER NATURAL OR MAN-MADE OBSTRUCTIONS. TRAFFIC CONTROL REGULATORY, WARNING AND INFORMATIONAL SIGNS SHALL REMAIN FUNCTIONAL AND VISIBLE TO THE APPROPRIATE LANES OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE.
21. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PAVING IS INSTALLED TO THE ELEVATIONS SHOWN AND THAT NO PONDING OF WATER WILL OCCUR AFTER PAVING IS COMPLETE.
22. THE STORM DRAINAGE SYSTEM HAS BEEN DESIGNED USING THE CRITERIA OF THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION DEVELOPMENT COORDINATION MANUAL, LATEST EDITION.
23. ALL FIRE LANES, FIRE HYDRANTS, EXITS, AND STANDPIPES WILL BE MARKED IN ACCORDANCE WITH STATE FIRE PREVENTION REGULATIONS.
24. DELAWARE REGULATIONS PROHIBIT THE BURIAL OF CONSTRUCTION DEMOLITION DEBRIS, INCLUDING TREES AND STUMPS ON CONSTRUCTION SITES. ANY SOLID WASTE FOUND DURING THE EXCAVATION FOR STRUCTURES AND UTILITY LINES ON AND OFF SITE MUST BE REMOVED AND PROPERLY DISCARDED. ANY REMEDIAL ACTION REQUIRED IS THE RESPONSIBILITY OF THE OWNER.
25. DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
26. CONTRACTOR SHALL GRADE, TOPSOIL, SEED AND MULCH ALL DISTURBED AREAS OF CONSTRUCTION, INCLUDING PIPE INSTALLATION OR DITCH CONSTRUCTION. EROSION CONTROL MATTING SHALL BE PROVIDED ON ALL SLOPES GREATER THAN 3:1.
27. THE OWNER AND/OR THEIR CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE SERVICES OF A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF DELAWARE FOR THE PERMANENTLY RE-ESTABLISHING OF ANY PROPERTY MARKERS OR MONUMENTS DISTURBED DURING CONSTRUCTION. A SURVEY AND METES AND BOUNDS THAT INCLUDES THE RE-ESTABLISHED MARKER(S) OR MONUMENT(S) SHALL BE PRESENTED TO THE PROPERTY OWNER FOR COMPARISON WITH THE ORIGINAL PLAT, FOR VERIFICATION.
28. THE OWNER SHALL BE RESPONSIBLE FOR THE SHORT-TERM MAINTENANCE OF THE ANY AND ALL STORMWATER MANAGEMENT FACILITIES AND STORM SEWER SYSTEMS UNTIL SUCH TIME THAT THE LONG-TERM MAINTENANCE RESPONSIBILITIES CAN BE TRANSFERRED TO A LEGALLY-ESTABLISHED HOMEOWNERS ASSOCIATION OR OTHER RESPONSIBLE ENTITY.
29. THE CITY OF MILFORD WILL ASSUME OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF WATER AND SEWER PIPES AND APPURTENANCES, INSTALLED WITHIN CITY RIGHT-OF-WAY AND EASEMENTS DEDICATED TO THE CITY, STORM SEWER PIPES AND CATCH BASINS, INSTALLED FULLY WITHIN CITY RIGHT-OF-WAY; ONCE THE FOLLOWING CONDITIONS HAVE BEEN MET:
    A. ALL ITEMS HAVE PASSED CITY INSPECTION;
    B. THE CITY HAS RECEIVED AND APPROVED DIGITAL AND HARD COPIES OF THE RECORD DRAWINGS; AND
    C. THE RIGHTS-OF-WAY AND/OR EASEMENTS HAVE BEEN DEEDED TO THE CITY AND RECORDED WITH THE RECORDER OF DEEDS.
29. SEWER AND WATER CAPACITY ARE NOT GUARANTEED UNTIL BUILDING PERMITS ARE ISSUED, ALL FEES ARE PAID AND SUITABLE UTILITIES ARE IN PLACE FOR PROPER CONVEYANCE, TREATMENT AND DISPOSAL.
30. PRELIMINARY APPROVAL FROM PLANNING COMMISSION SHALL BE VOID AFTER TWENTY-FOUR (24) MONTHS, UNLESS AN EXTENSION IS REQUESTED BY THE OWNER AND APPROVED, FOR GOOD CAUSE, BY THE PLANNING COMMISSION PRIOR TO THE DATE OF EXPIRATION.
31. THE APPROVAL OF A CONDITIONAL USE IN CONJUNCTION WITH A SITE PLAN APPLICATION SHALL EXPIRE UPON EXPIRATION OF THE ASSOCIATED SITE PLAN.
32. FINAL APPROVAL FROM THE CITY SHALL BECOME VOID IF THE FINAL RECORD PLAT IS NOT RECORDED WITHIN 90 DAYS OF THE DATE OF PLANNING COMMISSION'S GRANTING OF FINAL APPROVAL. IF CONSTRUCTION OF THE APPROVED IMPROVEMENTS IS NOT SUBSTANTIALLY UNDERTAKEN WITHIN EIGHTEEN (18) MONTHS OF FINAL SITE PLAN APPROVAL, THE SITE PLAN APPROVAL SHALL BE VOID. THE APPLICANT MAY REQUEST A ONE (1) YEAR EXTENSION FROM THE PLANNING COMMISSION FOR GOOD CAUSE.
33. THE APPLICANT IS RESPONSIBLE TO ENSURE THAT ALL CITY AND/OR AGENCY CONSTRUCTION PERMIT APPLICATIONS HAVE BEEN COMPLETED, SUBMITTED, AND ALL APPLICABLE FEES HAVE BEEN PAID PRIOR TO COMMENCING CONSTRUCTION. THE CITY SHALL NOT BE HELD RESPONSIBLE FOR AN ANTICIPATED CONSTRUCTION START DATE THAT IS NOT MET DUE TO THE APPLICANT OR HIS/HER CONTRACTOR NOT HAVING MET THE CONSTRUCTION PERMITTING REQUIREMENTS.
34. AS A CONDITION OF THE APPROVAL OF THE CONSTRUCTION DRAWINGS, AND PRIOR TO THE ISSUANCE OF THE FIRST BUILDING PERMIT, THE APPLICANT SHALL POST A COMPLETION GUARANTY IN THE AMOUNT OF 125% OF THE COST OF INSTALLATION FOR THE CONSTRUCTION OF RECREATIONAL AND OPEN SPACE AMENITIES, INCLUDING BUT NOT LIMITED TO COMMUNITY BUILDINGS, PLAYGROUNDS, WALKING PATHS, LANDSCAPING AND LANDSCAPE SCREENING. THE GUARANTY SHALL BE IN THE FORM OF A BOND OR FUNDS DEPOSITED IN AN ESCROW ACCOUNT.
35. A MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE CONSTRUCTION VALUE FOR ANY CONSTRUCTED IMPROVEMENTS AND A PERFORMANCE BOND IN THE AMOUNT OF 125% OF THE CONSTRUCTION VALUE FOR ANY UNCOMPLETED WORK SHALL BE PROVIDED IN ORDER TO OBTAIN CERTIFICATES OF OCCUPANCY AND ACHIEVE FINAL COMPLETION OF THE IMPROVEMENTS AND RELEASE OF ANY COMPLETION GUARANTY. THE MAINTENANCE PERIOD SHALL BE A MINIMUM OF ONE YEAR AND ALL CONSTRUCTION VALUES MUST BE SUBMITTED TO, REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO THE ISSUANCE OF ANY BONDS.
36. UPON COMPLETION OF THE CONSTRUCTION IMPROVEMENTS AND PRIOR TO THE RELEASE OF ANY DEVELOPER'S COMPLETION GUARANTEE, THE DEVELOPER SHALL PROVIDE THE CITY ENGINEER A DRAFT PAPER SET OF DETAILED RECORD PLANS (PLAN VIEW AND PROFILE SHEETS). RECORD INFORMATION SHALL BE PLACED ON THE APPROPRIATE APPROVED DRAWINGS. ORIGINAL DESIGN ELEVATION AND/OR DISTANCE INFORMATION SHALL BE STRUCK THROUGH WITH A FINE LINE AND THE RECORD INFORMATION SHALL BE INSERTED NEXT TO IT. WHEN THE DRAFT SET OF DRAWINGS HAS BEEN APPROVED BY THE CITY, THREE (3) FINAL PAPER COPIES SHALL BE SUBMITTED, SIGNED AND SEALED BY THE OWNER'S ENGINEER OR SURVEYOR. ADDITIONALLY, A CD SHALL BE PROVIDED WITH DIGITAL RECORD INFORMATION IN AUTOCAD FORMAT (VERSION 2018 OR LATER). THE DIGITAL INFORMATION SHALL BE ON DELAWARE STATE PLANE, NAD 83 HORIZONTAL CONTROL AND NAVD88 VERTICAL CONTROL. RECORD PLAN INFORMATION SHALL INCLUDE SURVEYED AS-BUILT ELEVATIONS AND HORIZONTAL LOCATIONS OF THE FOLLOWING:
    A. ALL PROPERTY MONUMENTS/MARKERS;
    B. SEWER MANHOLE RIM & INVERT ELEVATIONS, WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED, PUMP STATION RIM, BOTTOM & INVERT ELEVATIONS WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED, FORCEMAIN INVERT ELEVATIONS EVERY 50 FEET, FORCEMAIN AIR RELEASE VALVE RIM & INVERT ELEVATIONS, SEWER CLEANOUT RIM & INVERT ELEVATIONS, AND GREASE TRAP RIM, BOTTOM & INVERT ELEVATIONS;
    C. WATER VALVES, FIRE HYDRANTS, METER VAULTS, METER PITS, AND CURB STOPS;
    D. STORM SEWER CATCH BASIN AND/OR MANHOLE GRATE, RIM & INVERT ELEVATIONS WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED; AND
    E. ANY OTHER ITEM WHICH WILL BE TAKEN OVER BY THE CITY.
37. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT (302) 422-1110 A MINIMUM OF TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND SCHEDULE A PRE-CONSTRUCTION MEETING. THE SITE CONTRACTOR AND THE OWNER, OR HIS/HER REPRESENTATIVE SHALL BE IN ATTENDANCE.
38. THE PROPERTY IS LOCATED IN AN AREA OF "FAIR/GOOD " GROUNDWATER RECHARGE AND IS NOT LOCATED WITHIN A WELLHEAD PROTECTION AREA ACCORDING TO THE STATE SOURCE WATER PROTECTION AREAS.
39. THERE ARE NO FEDERALLY REGULATED WETLANDS PRESENT ON SITE.

GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL CODES. ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE UNLESS PREVIOUSLY OBTAINED BY OWNER. THE CONTRACTOR SHALL ERECT AND MAINTAIN, AS REQUIRED BY THE CONDITIONS AND PROGRESS OF THE WORK, ALL NECESSARY SAFEGUARDS FOR SAFETY AND PROTECTION.
2. THE CONTRACTOR SHALL IMMEDIATELY INFORM THE ENGINEER OF ANY DISCREPANCIES OR ERRORS THEY DISCOVER IN THE PLAN.
3. DEVIATION FROM THESE PLANS AND NOTES WITHOUT THE PRIOR CONSENT OF THE OWNER OR HIS REPRESENTATIVE OR THE ENGINEER MAY BE CAUSE FOR THE WORK TO BE REJECTED.
4. ALL MATERIALS SHALL BE NEW AND SHALL BE ASBESTOS AND VERMICULITE FREE. ALL MATERIALS SHALL BE STORED SO AS TO ASSURE THE PRESERVATION OF THEIR QUALITY AND FITNESS FOR THE INTENDED WORK.
5. DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK TO BE PERFORMED. IT MUST BE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
6. PRIOR TO CONSTRUCTION, CONTRACTOR TO FIELD LOCATE AND RECORD ANY DAMAGE TO EXISTING PAVING, SIDEWALK, CURB OR STRUCTURES NOT TO BE REMOVED OR REPLACED, ENGINEER TO VERIFY LOCATION AND EXTENT OF DAMAGE.
7. THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF CONTRACT DRAWINGS ON WHICH HE SHALL NOTE, IN RED, THE ALIGNMENTS AND INVERTS OF ALL UNDERGROUND UTILITIES INSTALLED OR ENCOUNTERED DURING THE PROSECUTION OF THE WORK. ALL DISCREPANCIES BETWEEN THE PLAN LOCATIONS AND ELEVATIONS OF BOTH THE EXISTING AND PROPOSED UTILITIES SHALL BE SHOWN ON THE AS-BUILT DRAWINGS TO BE MAINTAINED BY THE CONTRACTOR IN THE FIELD.
8. THE CONTRACTOR SHALL OPEN ONLY THAT SECTION OF TRENCH OR ACCESS PITS WHICH CAN BE BACKFILLED AND STABILIZED AT THE END OF EACH WORKING DAY. STEEL PLATES SHALL BE USED ON ANY TRENCH OR ACCESS PITS WHICH MUST REMAIN OPEN OVERNIGHT. THIS REQUIREMENT DOES NOT APPLY TO AREAS COMPLETELY CLOSED AND SECURE FROM VEHICULAR OR PEDESTRIAN TRAFFIC.
9. DAMAGE TO EXISTING PAVING, SIDEWALK, CURB OR STRUCTURES NOT TO BE REPLACED OR REMOVED DURING CONSTRUCTION SHALL BE IMMEDIATELY REPORTED TO ENGINEER, CONTRACTOR SHALL REPAIR OR REPLACE ALL DAMAGED WORK WITHOUT CHARGE TO THE OWNER.
10. BASED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 10005C0041K, EFFECTIVE DATE MARCH 16, 2015, THE PROPERTY IS LOCATED IN FLOOD ZONE "X" (UNSHADED), WHICH IS AN AREA THAT HAS BEEN DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
11. SUBJECT PROPERTY IS CURRENTLY C-3 (COMMERCIAL DISTRICT).
12. THE SUBJECT SITE WILL BE CONSTRUCTED AS A SINGLE PHASE.
13. TOTAL AREA FOR SUBJECT SITE IS 4.59 ACRESs
14. THE BOUNDARY AND TOPOGRAPHICAL INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM DOCUMENTS OF PUBLIC RECORD AND A FIELD SURVEY BY PENNONINI, DATED MARCH 2022. ALL PROVIDED EASEMENTS ARE SHOWN ARE SHOWN ON THIS PLAN, HOWEVER, THIS PLAT AND SURVEY DOES NOT VERIFY THE EXISTENCE OR NON-EXISTENCE OF RIGHT-OF-WAYS OR EASEMENTS.
15. SURVEY DATUM: HORIZONTAL - NAD83, VERTICAL - NAVD88
16. DEED REFERENCE : DEED BOOK 11647, PAGE 156.
17. BUILDING LIGHTING TO BE PROVIDED WITH BUILDING PLANS.
18. ALL SECURITY LIGHTING (IF NECESSARY) SHALL BE DOWNWARD SCREENED SO THAT IT DOES NOT SHINE ON NEIGHBORING PROPERTIES OR ROADWAYS.
19. THERE ARE NO WETLANDS ON THIS PROPERTY PER THE DNREC ENVIRONMENTAL NAVIGATOR WEBSITE.
20. ALL FIRE LANES, EXITS, STANDPIPE AND SPRINKLER CONNECTIONS WILL BE MARKED IN ACCORDANCE WITH STATE FIRE PREVENTION REGULATIONS. ALL BUILDINGS WILL BE WOOD CONSTRUCTION AND NOT HAVE SPRINKLERS.
21. LOCK BOX REQUIRED - CONTACT LOCAL FIRE CHIEF FOR ORDERING INFORMATION. LOCK BOXES WILL BE LOCATED ON THE RIGHT HAND SIDE OF THE DOOR.
22. FIRE ALARM REQUIRED - THE FIRE ALARM SIGNALING SYSTEM SHALL BE AUTOMATIC, SUPERVISED OFF-SITE, AND SHALL CONSIST OF FULL COVERAGE BY SMOKE DETECTION AND ALARM NOTIFICATION. WHERE SMOKE DETECTION DEVICES WILL NOT FUNCTION BY REASON OF DEVICE LIMITATION, HEAT DETECTION SHALL BE PROVIDED IN THOSE SPECIFIC LOCATIONS FIRE ALARM SIGNALING SYSTEM PLANS AND SPECIFICATIONS SHALL BE SUBMITTED FOR REVIEW.
23. MISS UTILITY SHALL BE NOTIFIED THREE (3) DAYS PRIOR TO EXCAVATION.
24. ALL DISTURBED AREAS WITHIN THE LIMIT OF DISTURBANCE, BUT NOT IN PAVEMENT, SHALL BE TOP-SOILED (6" MINIMUM), SEEDED AND MULCHED. IF THE ENGINEER DETERMINES THAT A SATISFACTORY STAND OF GRASS DOES NOT EXIST AT THE TIME OF FINAL INSPECTION, ALL COSTS ASSOCIATED WITH RE-ESTABLISHING A SATISFACTORY STAND OF GRASS SHALL BE AT THE CONTRACTOR'S EXPENSE.
25. A 72 HOUR (MINIMUM) NOTICE SHALL BE GIVEN TO THE DISTRICT PERMIT SUPERVISOR PRIOR TO STARTING ROADWAY CONSTRUCTION.
26. ALL SIGNING FOR MAINTENANCE OF TRAFFIC IS THE CONTRACTORS RESPONSIBILITY, AND SHALL FOLLOW THE GUIDELINES SHOWN IN LATEST EDITION OF DELAWARE MUTCD.
27. DESIGN, FABRICATION AND INSTALLATION OF ALL PERMANENT SIGNING SHALL BE AS OUTLINED IN THE LATEST VERSION OF THE DE MUTCD.
28. DESIGN AND INSTALLATION OF ALL PAVEMENT MARKINGS AND STRIPING SHALL BE AS OUTLINED IN THE LATEST VERSION OF THE DE MUTCD. FOR FINAL PERMANENT PAVEMENT MARKINGS:
    a) EPOXY RESIN PAINT SHALL BE REQUIRED FOR LONG LINE STRIPING.
    b) THERMO PLASTIC (EXTRUDED OR PREFORMED MATERIAL) WILL BE REQUIRED ON ASPHALT SURFACES, FOR SHORT LINE STRIPING, I.E. SYMBOLS/LEGENDS.
    c) PERMANENT PAVEMENT MARKING TAPE (PER DELDOT APPROVED MATERIALS LIST) WILL BE REQUIRED ON CONCRETE SURFACES, FOR SHORT LINE STRIPING, I.E. SYMBOLS/LEGENDS.
29. BREAKAWAY POSTS SHALL BE USED WHEN INSTALLING ALL SIGNS. REFERENCE DELDOT STANDARD CONSTRUCTION DETAIL T-15.
30. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING, TWO (2) WEEKS PRIOR TO THE START OF CONSTRUCTION:
    -- THE OWNER
    -- CITY OF MILFORD
    -- DELDOT
31. THE CONTRACTOR SHALL MAINTAIN PUBLIC ROADS AND STREETS IN A BROOM SWEPT CONDITION AT ALL TIMES.
32. THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESET OR RECONSTRUCT ALL OBSTRUCTIONS IN THE WORK AREA, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGNS, LANDSCAPING, LIGHTING, PLANTERS, CULVERTS, DRIVEWAYS, PARKING AREAS, CURBS, GUTTERS, FENCES, OR OTHER NATURAL OR MAN-MADE OBSTRUCTIONS. TRAFFIC CONTROL REGULATORY, WARNING AND INFORMATION SIGNS SHALL REMAIN FUNCTIONAL AND VISIBLE TO THE APPROPRIATE LANES OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE.
33. A SEPARATE SIGN PERMIT WILL BE REQUIRED FOR THE PROPOSED SIGN. ANY PROPOSED SIGN DETAILS WILL BE SUBMITTED SEPARATELY.
34. THE ONSITE STORM DRAIN SYSTEM WILL BE PRIVATELY OWNED AND MAINTAINED.
35. AUTOMOTIVE REPAIR, SUBJECT TO THE FOLLOWING SPECIAL REQUIREMENTS:
    (A) ALL FACILITIES SHALL BE LOCATED AND ALL SERVICES SHALL BE CONDUCTED ON THE LOT.
    (B) ALL REPAIR WORK SHALL BE CONDUCTED WITHIN AN ENTIRELY ENCLOSED BUILDING.
    (C) NO EQUIPMENT FOR THE SERVICE OF GASOLINE OR OIL SHALL BE PLACED CLOSER TO ANY STREET OR PROPERTY LINE THAN 20 FEET.
    (D) NO PORTION OF SUCH STRUCTURE OR ITS EQUIPMENT SHALL BE LOCATED WITHIN 500 FEET OF THE PREMISES OF ANY SCHOOL, HOSPITAL, CHURCH OR PUBLIC RECREATION BUILDING.
    (E) NO SERVICE STATION SHALL BE LOCATED WITHIN 800 FEET OF ANOTHER SERVICE STATION ON THE SAME SIDE OF THE STREET WITHIN THE SAME BLOCK.
    (F) ANY SUCH USE SHALL BE PERMITTED ONLY WHERE IT IS DETERMINED THAT IT WILL NOT MATERIALLY INTERFERE WITH THE MAIN PEDESTRIAN MOVEMENT IN CONJUNCTION WITH A COMPACT RETAIL AREA.



DETAIL- TYPICAL ENTRANCE SECTION — 1 / PP1000

NOT TO SCALE

- A ITEM 401005 - SUPERPAVE TYPE C, PG 64-22
- B ITEM 401014 - SUPERPAVE TYPE B, PG 64-22
- C ITEM 301001 - GRADED AGGREGATE BASE COURSE, TYPE B
- D PROOF ROLLED AND COMPACTED SUBGRADE TO 95% OF ASTM D1557
- E ITEM 908004 - TOPSOIL, 6" DEPTH OR ITEM 908010 - TOPSOILING, 6" DEPTH ITEM 908014 - PERMANENT GRASS SEEDING, DRY GROUND
- F ITEM 701012 - PORTLAND CEMENT CONCRETE CURB - TYPE 1-6

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

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

10 NW TENTH STREET

PRELIMINARY GENERAL NOTES AND DETAILS

5-16-17418-01-1300-00001
10 NW TENTH STREET
MILFORD, DE 19963

KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963

BY	NO.	DATE
EWW	1	2-14-24

REVISIONS PER CITY AND CLIENT COMMENTS

REVISIONS

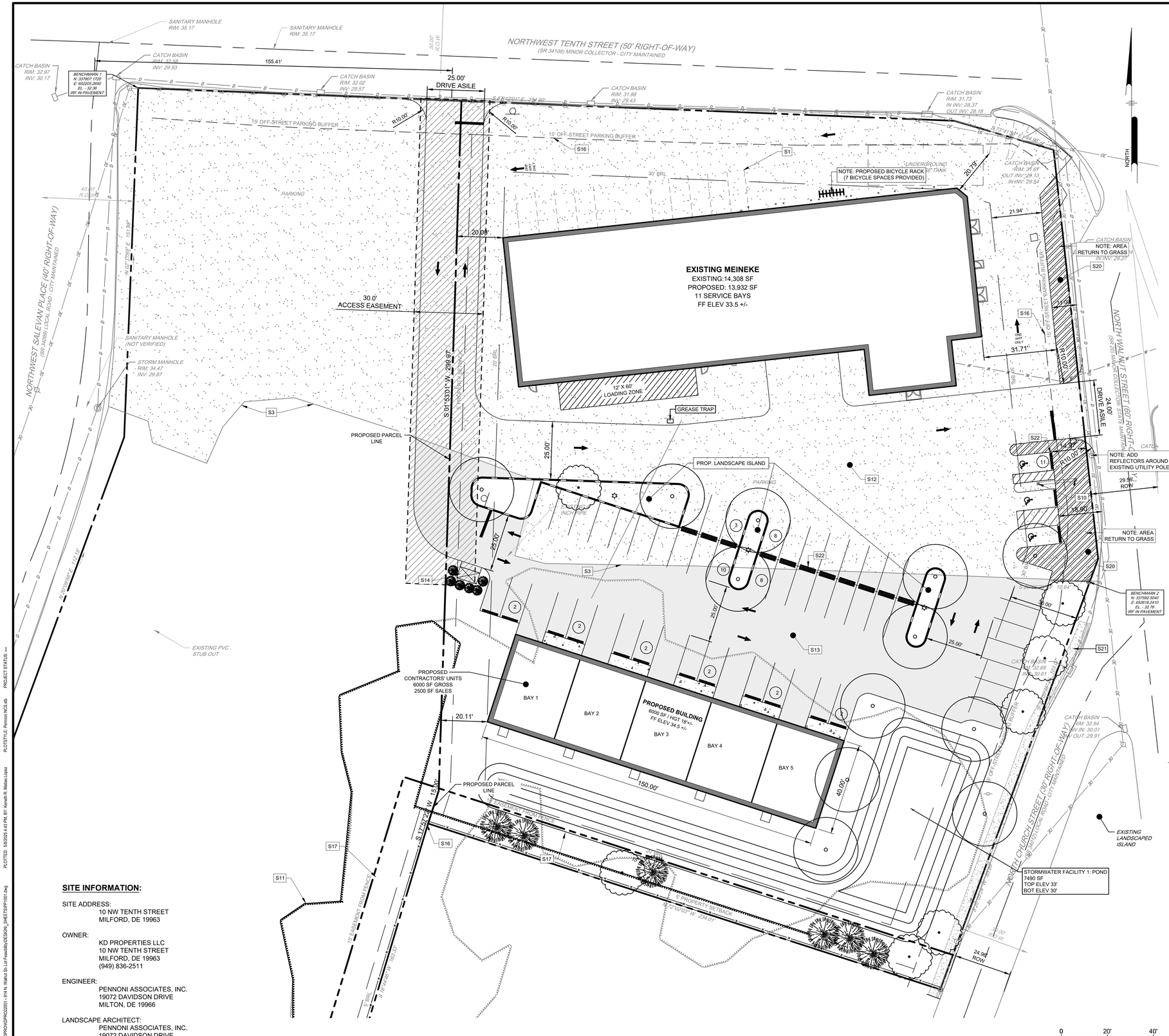
ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	KDPRO22001
DATE	2025-02-03
DRAWING SCALE	AS SHOWN
DRAWN BY	EWW
APPROVED BY	OIO

PP1000

SHEET 3 OF 11

U:\Accounts\KDPRO\KDPRO22001 - 914 N. Walker St\ Ltd Feasibility\DESIGN_SHEETS\PP1000.dwg PLOTTED: 5/6/2024 4:42 PM, BY: Kenneth R. Mattes Lopez PLOTSTYLE: Pennoni NCS.stb PROJECT STATUS: —





VICINITY MAP
Scale: 1" = 1000'

KEYED NOTES

S1	EXISTING PARKING SPACES TO REMAIN
S3	EXISTING EDGE OF PAVEMENT
S10	EXISTING SIGN TO REMAIN
S11	EXISTING TREE LINE
S12	EXISTING ASPHALT PAVEMENT SURFACE
S13	PROPOSED ASPHALT PAVEMENT SURFACE
S14	PROPOSED DUMPSTER AREA WITH 8' HIGH VINYL FENCING FOR SCREENING
S15	PROPOSED LOADING ZONE
S16	EXISTING 15' PARKING SETBACK LINE
S17	PROPOSED 6' TALL FENCE
S19	EXISTING 15' LANDSCAPE BUFFER LINE
S20	PROPOSED REMOVAL OF PAVEMENT PER DELDOT RECOMMENDATIONS
S21	EXISTING CONCRETE SIDEWALK
S22	PROPOSED PARKING BLOCK

LEGEND

- EXISTING PROPERTY LINE
- ADJACENT PROPERTY LINE
- BUILDING RESTRICTION LINE
- CENTERLINE OF ROAD
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING STORM DRAIN
- EXISTING OVERHEAD LINES
- BUILDING

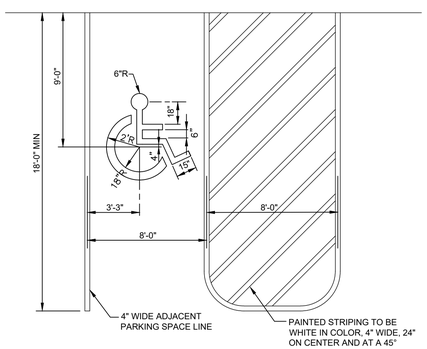
SITE INFORMATION:

SITE ADDRESS:
10 NW TENTH STREET
MILFORD, DE 19963

OWNER:
KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963
(949) 836-2511

ENGINEER:
PENNONI ASSOCIATES, INC.
19072 DAVIDSON DRIVE
MILTON, DE 19966

LANDSCAPE ARCHITECT:
PENNONI ASSOCIATES, INC.
19072 DAVIDSON DRIVE
MILTON, DE 19966



DETAIL- VAN ACCESSIBLE HANDICAP PARKING
NOT TO SCALE
1 / PP1001

PENNONI ASSOCIATES INC.
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T 302.684.8030 F 302.684.8054

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

10 NW TENTH STREET
5-16-17418-01-1300-00001
10 NW TENTH STREET
MILFORD, DE 19963

SITE PLAN

KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963

NO.	DATE	REVISIONS PER CITY AND CLIENT COMMENTS	BY
1	2-14-24	REVISIONS	EWW

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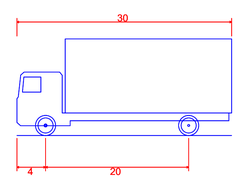
PROJECT	KDPRO22001
DATE	2025-02-03
DRAWING SCALE	1"=20'
DRAWN BY	KRML
APPROVED BY	OIO

PP1001

SHEET 4 OF 11

PROJECT STATUS —
PLOTSTYLE: Pennoni MCS.ctb
PLOTTED: 3/6/2025 4:43 PM, BY: Kenneth R. Mattila Lopez
U:\Accounts\KDPRO\KDPRO22001 - 914 N. Walnut St - Lot Feasibility\DESIGN_SHEETS\PP1001.dwg





SU-30 - Single Unit Truck	
Overall Length	30.000ft
Overall Width	8.000ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.367ft
Track Width	8.000ft
Lock-to-lock time	5.00s
Max Steering Angle (Virtual)	31.80°

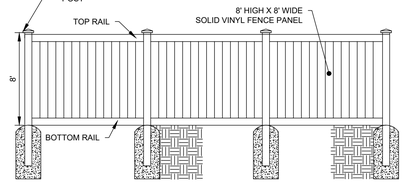
SITE INFORMATION:

SITE ADDRESS:
10 NW TENTH STREET
MILFORD, DE 19963

OWNER:
KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963
(949) 836-2511

ENGINEER:
PENNONI ASSOCIATES, INC.
19072 DAVIDSON DRIVE
MILTON, DE 19966

LANDSCAPE ARCHITECT:
PENNONI ASSOCIATES, INC.
19072 DAVIDSON DRIVE
MILTON, DE 19966



DETAIL-SOLID VINYL FENCE FOR DUMPSTER SCREENING — 1 / PP1002
NOT TO SCALE

PENNONI ASSOCIATES INC.
19072 Davidson Drive
Milton, DE 19968
T 302.684.8030 F 302.684.8054

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

10 NW TENTH STREET
5-16-17418-01-1300-00001
10 NW TENTH STREET
MILFORD, DE 19963

DUMPSTER PAD LOCATION
TRUCK TURNING DIAGRAM

KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963

NO.	REVISIONS PER CITY AND CLIENT COMMENTS	DATE	BY
1		2-14-24	EWW

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

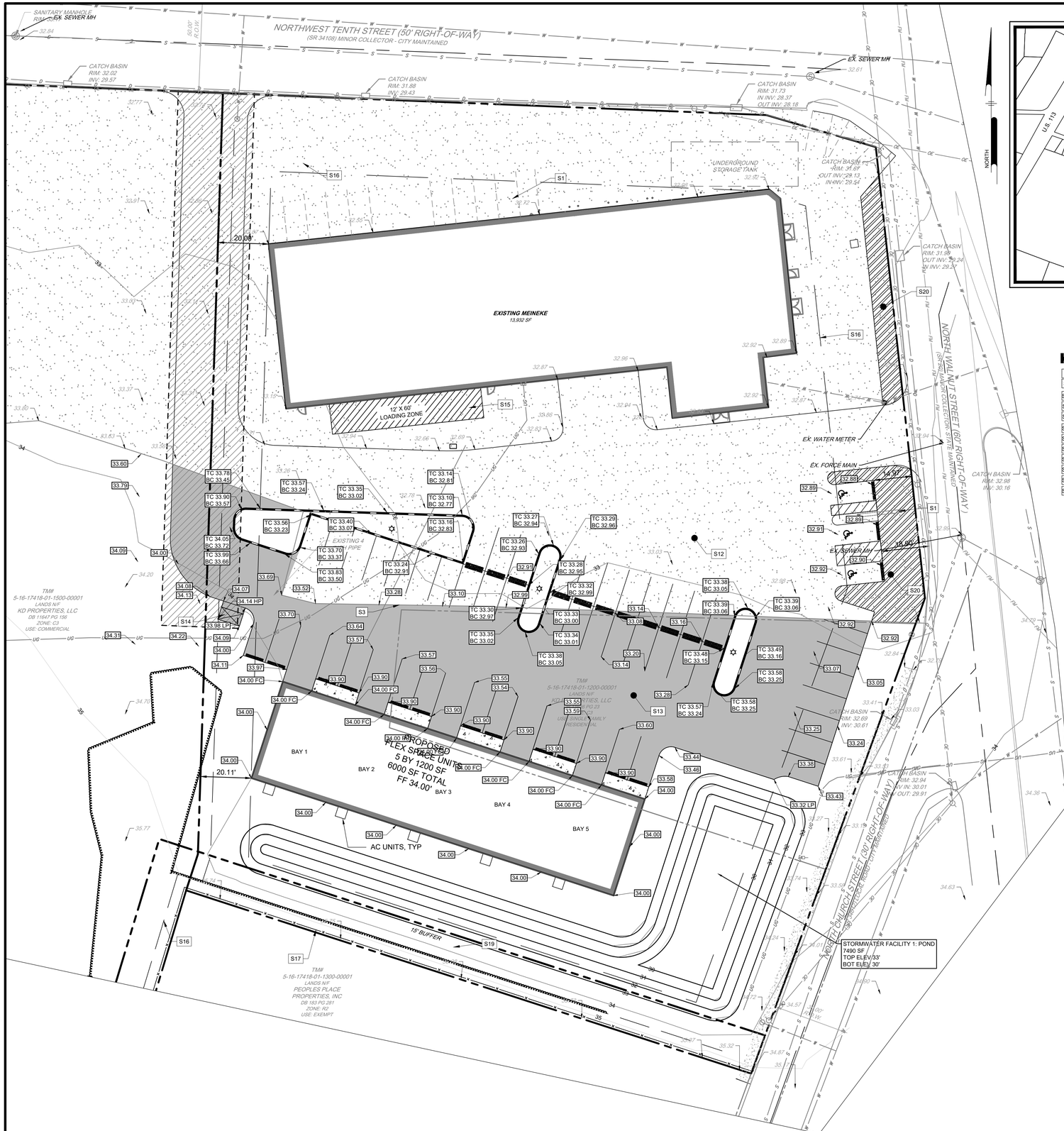
PROJECT	KDPRO22001
DATE	2025-05-07
DRAWING SCALE	1"=20'
DRAWN BY	KRML
APPROVED BY	OIO

PP1002

SHEET 5 OF 11

PLOTTED: 5/8/2025 4:43 PM, BY: Kenneth R. Mallas Lopez PLOTSTYLE: Pennoni IACS.ctb PROJECT STATUS: —

U:\Accounts\KDPRO\KDPRO22001 - 914 N. Walnut St\Land Feasibility\DESIGN_SHEETS\PP1008.dwg





VICINITY MAP
Scale: 1" = 1000'

LEGEND

EXISTING		PROPOSED
	STORMPIPE, INLET, MANHOLE & FLARED END	
20	CONTOUR	20
+ 21.00	SPOT GRADE	20.00
	EASEMENT	
	BUILDING	
	FULL DEPTH PAVEMENT	
	CONCRETE SIDEWALK	
	CURB	
	EDGE OF PAVEMENT	
	EDGE OF GRAVEL	
	POWER, UTILITY POLE	
	POWER, LIGHT	
	PROPERTY, LINE	
	LEGAL RIGHT-OF-WAY	
	R.O.W. MONUMENTATION	
	PROPERTY, ADJOINING LINED	
	SITE, MAIL BOX	
	SITE, TRAFFIC SIGN	
	SOIL BOUNDARY	
WaC	SOIL LABEL	
	STORM SEWER, INLET	
	STORM SEWER,HEADWALL	
	STORM SEWER, MANHOLE	
	STORM SEWER, UNDERGROUND	
	VEGETATION, TREE LINE	

KEYED NOTES

S1	EXISTING PARKING SPACES TO REMAIN
S3	EXISTING EDGE OF PAVEMENT
S10	EXISTING SIGN TO REMAIN
S11	EXISTING TREE LINE
S12	EXISTING ASPHALT PAVEMENT SURFACE
S13	PROPOSED ASPHALT PAVEMENT SURFACE
S14	PROPOSED DUMPSTER AREA WITH 8' HIGH VINYL FENCING FOR SCREENING
S15	PROPOSED LOADING ZONE
S16	EXISTING 15' PARKING SETBACK LINE
S17	PROPOSED 6' TALL FENCE
S19	EXISTING 15' LANDSCAPE BUFFER LINE
S20	PROPOSED REMOVAL OF PAVEMENT PER DELDOT RECOMMENDATIONS

GRADING NOTES:

1. BEDDING REQUIREMENTS SPECIFIED HEREIN ARE TO BE CONSIDERED AS MINIMUMS FOR RELATIVELY DRY, STABLE EARTH CONDITIONS. ADDITIONAL BEDDING SHALL BE REQUIRED FOR ROCK TRENCHES AND WET AREAS. CONTRACTOR SHALL HAVE THE RESPONSIBILITY TO PROVIDE SUCH ADDITIONAL BEDDING AS MAY BE REQUIRED TO PROPERLY CONSTRUCT THE WORK.
2. COMPACTION OF THE BACKFILL OF ALL TRENCHES SHALL BE COMPACTED TO THE DENSITY OF 95% OF THEORETICAL MAXIMUM DRY DENSITY (ASTM D698). BACKFILL MATERIAL SHALL BE FREE FROM ROOTS, STUMPS, OR OTHER FOREIGN DEBRIS AND SHALL BE PLACED IN LIFTS NOT TO EXCEED 8 INCHES IN COMPACTED FILL THICKNESS. CORRECTION OF ANY TRENCH SETTLEMENT WITHIN A YEAR FROM THE DATE OF APPROVAL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. MATERIAL THAT CANNOT BE COMPACTED AS REQUIRED SHALL BE BROUGHT TO THE ATTENTION OF A GEOTECHNICAL ENGINEER, OVER EXCAVATED, AND THEN REPLACED WITH SUITABLE FILL
3. THE CONTRACTOR WILL INSURE THAT POSITIVE AND ADEQUATE DRAINAGE IS MAINTAINED AT ALL TIMES WITHIN THE PROJECT LIMITS. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, REPLACEMENT OR RECONSTRUCTION OF EXISTING DRAINAGE STRUCTURES THAT HAVE BEEN DAMAGED OR REMOVED OR REGRADING AS REQUIRED BY THE ENGINEER, EXCEPT FOR THOSE DRAINAGE ITEMS SHOWN AT SPECIFIC LOCATIONS AND HAVING SPECIFIC PAY ITEMS IN THE DETAILED ESTIMATE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY COSTS INCURRED TO COMPLY WITH THIS REQUIREMENT.
4. THE CONTRACTOR SHALL PROVIDE ANY AND ALL EXCAVATION AND MATERIAL SAMPLES NECESSARY TO CONDUCT REQUIRED SOIL TESTS. ALL ARRANGEMENTS AND SCHEDULING FOR THE TESTING SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
5. SOILS TESTING AND ON-SITE INSPECTION SHALL BE PERFORMED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. THE SOILS ENGINEER SHALL PROVIDE COPIES OF TEST REPORTS TO THE CONTRACTOR, THE OWNER AND THE OWNER'S REPRESENTATIVE AND SHALL PROMPTLY NOTIFY THE OWNER, HIS REPRESENTATIVE AND THE CONTRACTOR, SHOULD WORK PERFORMED BY THE CONTRACTOR FAIL TO MEET BUILDING STANDARDS.
6. CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES AROUND THE WORK AREA AND SHALL PROVIDE PROTECTION AGAINST WATER DAMAGE AND SOIL EROSION.
7. VERTICAL ELEVATIONS ARE BASED ON NAVD 88.
8. ALL SLOPES MAXIMUM 3:1 UNLESS OTHERWISE NOTED. IF STEEPER REFER TO EROSION AND SEDIMENT CONTROL NOTES FOR PROPER STABILIZATION
9. CONTRACTOR IS RESPONSIBLE FOR REMOVING AND DISPOSING OF EXCESS DIRT FROM SITE
10. ALL HDPE PIPE SHALL MEET OR EXCEED THAT AASHTO M-330 PIPE SPECIFICATION.
11. CONTRACTOR IS RESPONSIBLE FOR PROVIDING POSITIVE DRAINAGE TOWARDS OUTLET AT ALL TIMES DURING CONSTRUCTION. PONDING OF WATER, EXCLUDING STORMWATER MANAGEMENT PONDS, AND LACK OF POSITIVE DRAINAGE WITHIN THE PROPERTY DURING GRADING, FILLED OR EXCAVATED, NO MATTER OF THE DESIGN OR THE STAKEOUT, IS FORBIDDEN WITHOUT THE PERMISSION OF THE DESIGN ENGINEER OR THEIR AUTHORIZED REPRESENTATIVE. CONTRACTOR IS RESPONSIBLE TO DISCUSS ALL GRADING AND DRAINAGE CONCERNS WITH THE DESIGN ENGINEER, PRIOR AND DURING APPLICATION TO ENSURE THAT POSITIVE DRAINAGE TOWARDS OUTLETS ARE ADDRESSED APPROPRIATELY AND SAFELY. DESIGN ENGINEER WILL BE HELD HARMLESS FROM CONCERNS ARISING FROM THE LACK OF POSITIVE DRAINAGE IF NOT NOTIFIED PRIOR TO ITS APPLICATION.
12. MAXIMUM SIDEWALK CROSS SLOPE IS 2% AND MINIMUM SIDEWALK CROSS SLOPE IS 1% FOR ADA ACCESSIBLE AREAS. THE CONTRACTOR IS RESPONSIBLE TO REVIEW ALL GRADES, AND IF THE CONTRACTOR IDENTIFIES A DISCREPANCY PRIOR TO INSTALLING, THE DESIGN ENGINEER MUST BE NOTIFIED IMMEDIATELY.
13. HDPE PIPE SHALL COMPLY WITH AASHTO M252, M294, MP7, AND ASTM 3350. PIPE SHALL BE INSTALLED PER ASTM D2321 AND AS RECOMMENDED BY THE MANUFACTURER. ALL HDPE SHALL HAVE SOIL TIGHT CONNECTIONS. ALL CASTINGS MUST BE AMERICAN MADE.
14. DRAINAGE INLETS SHALL BE MANUFACTURED IN ACCORDANCE WITH THE LATEST STANDARDS OF DELDOT'S STANDARD CONSTRUCTION DETAILS UNLESS NOTED OTHERWISE ON THE PLANS.

SITE INFORMATION:

SITE ADDRESS:
10 NW TENTH STREET
MILFORD, DE 19963

OWNER:
KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963
(949) 836-2511

ENGINEER:
PENNONI ASSOCIATES, INC.
19072 DAVIDSON DRIVE
MILTON, DE 19966

LANDSCAPE ARCHITECT:
PENNONI ASSOCIATES, INC.
19072 DAVIDSON DRIVE
MILTON, DE 19966

PENNONI ASSOCIATES INC.
19072 Davidson Drive
Milton, DE 19968
T 302.684.8030 F 302.684.8054

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

10 NW TENTH STREET

5-16-17418-01-1300-00001
10 NW TENTH STREET
MILFORD, DE 19963

GRADING PLAN

KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963

NO.	DATE	REVISIONS	BY

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PROJECT	KDPRO22001
DATE	2025-02-03
DRAWING SCALE	1" = 20'
DRAWN BY	VPL
APPROVED BY	OIO

PP1501

SHEET 6 OF 11

PLOTTED: 5/8/2025 4:44 PM, BY: Kenneth R. Mattas Lopez PLOTSTYLE: Pennoni MCS.stb PROJECT STATUS: —
U:\Accounts\KDPRO\KDPRO22001 - 914 N. Walnut St- Lot Feasibility\DESIGN_SHEETS\PP1501.dwg

LEGEND

EXISTING		PROPOSED
	WATER MAIN, VALVE, HYDRANT & METER PIT	8" W
	SEWER MAIN, MANHOLE & CLEAN OUT	S S S

NORTH

SITE INFORMATION:

SITE ADDRESS:
10 NW TENTH STREET
MILFORD, DE 19963

OWNER:
KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963
(949) 836-2511

ENGINEER:
PENNONI ASSOCIATES, INC.
19072 DAVIDSON DRIVE
MILTON, DE 19966

LANDSCAPE ARCHITECT:
PENNONI ASSOCIATES, INC.
19072 DAVIDSON DRIVE
MILTON, DE 19966

UTILITY NOTES:

1. ALL WORK SHALL COMPLY WITH APPLICABLE STATE, FEDERAL AND LOCAL CODES. ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE UNLESS PREVIOUSLY OBTAINED BY THE OWNER.
2. THE CONTRACTOR SHALL IMMEDIATELY INFORM THE ENGINEER OF ANY DISCREPANCIES OR ERRORS THEY DISCOVER IN THE PLAN.
3. THIS PROJECT IS SUBJECT TO INSPECTION AND APPROVAL BY REPRESENTATIVES OF THE SUSSEX COUNTY ENGINEERING DEPARTMENT.
4. UTILITIES ENTER THE PREMISES FROM PUBLIC STREETS OR RIGHTS OF WAY.
5. THE PROPOSED BUILDINGS WILL BE PROTECTED WITH AUTOMATIC SPRINKLERS IN ACCORDANCE WITH THE DELAWARE STATE FIRE PREVENTION REGULATIONS AND NFPA 13.
6. PROPOSED UTILITY SERVICE AND CONNECTIONS (STORM DRAINS) SUBJECT TO FINAL DESIGN AND APPROVAL.
7. PROPOSED ONSITE FIRE HYDRANT LOCATIONS AND FIRE WATER SUPPLY LINE LOCATIONS TO BE COORDINATED IN THE FIELD WITH THE STATE FIRE MARSHAL.
8. ALL SEWER SERVICE CONNECTIONS SHALL BE 8" PER CITY OF MILFORD STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE NOTED.
9. ALL WATER SERVICE CONNECTIONS TO BE INSTALLED AS NOTED.
10. THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESET OR RECONSTRUCT ALL OBSTRUCTIONS IN THE WORK AREA, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGNS, LANDSCAPING, LIGHTING, PLANTERS, CULVERTS, DRIVEWAYS, PARKING AREAS, CURBS, GUTTERS, FENCES, OR OTHER NATURAL OR MAN-MADE OBSTRUCTIONS. TRAFFIC CONTROL REGULATORY, WARNING AND INFORMATION SIGNS SHALL REMAIN FUNCTIONAL AND VISIBLE TO THE APPROPRIATE LANES OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE.
11. ALL SANITARY SEWER MAINS AND FORCE MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 42 INCHES AS MEASURED FROM TOP OF PIPE TO PROPOSED GRADE. SEWER LATERALS SHALL BE SIX INCHES IN DIAMETER AND HAVE A MINIMUM COVER OF THREE FEET.
12. THERE SHALL BE A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER MAINS OR FORCE MAINS OF 10 FEET, AS MEASURED EDGE TO EDGE. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 18 INCHES BETWEEN WATER MAINS AND SANITARY SEWERS MAINS OR FORCE MAINS AT CROSSINGS. ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE AT CROSSINGS. IF 18 INCHES VERTICAL SEPARATION IS UNATTAINABLE, A CONCRETE ENCASEMENT SLEEVE SHALL BE INSTALLED 10 FEET FROM EITHER SIDE OF THE WATER MAIN OR FORCE MAIN FOR A TOTAL LENGTH OF 20 FEET. THE END TREATMENTS FOR THE SLEEVE SHALL BE FERNCO COUPLERS/SEALS MANUFACTURER PART NUMBER 1056-10-8 (OR APPLICABLE COUPLER SIZE), OR APPROVED EQUAL BY THE CITY OF MILFORD.
13. ALL FIRE LANES, FIRE HYDRANTS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE STATE FIRE PREVENTION REGULATIONS.
14. LOCK BOX REQUIRED, CONTACT LOCAL FIRE CHIEF FOR ORDERING INFORMATION AND LOCATION OF BOX ON THE BUILDING.
15. BUILDING SHALL HAVE STANDPIPES INSTALLED IN ACCORDANCE WITH THE DELAWARE STATE FIRE PREVENTION REGULATIONS AND NFPA 14.
16. NO OBJECTS, STANDS, DISPLAYS, OR OTHER IMPEDIMENTS (PARKING) SHALL BE LOCATED WITHIN THE DEMARCATION AREA.
17. THE DISTANCE BETWEEN THE HYDRANT AND THE FIRE LANE SHALL NOT BE GREATER THAN SEVEN FEET.
    17.1. THE STEAMER CONNECTION OF ALL FIRE HYDRANTS SHALL BE SO POSITIONED SO AS TO BE FACING THE STREET OR FIRE LANE.
    17.2. THE CENTER OF ALL HOSE OUTLETS ON FIRE HYDRANTS SHALL NOT BE LESS THAN 18" ABOVE FINAL GRADE.
    17.3. FIRE HYDRANTS SHALL BE COLOR CODED IN ACCORDANCE WITH THE DSFPR.
18. MAINTAIN A MINIMUM OF 5' OF SEPARATION BETWEEN THE WATER SERVICES AND SEWER LATERALS
19. PROPOSED ELECTRIC AND TELECOMMUNICATION BUILDING CONNECTIONS TO BE DECIDED.

KEYED NOTES

S1	EXISTING WATER METER
S2	EXISTING STORM DRAIN
S3	EXISTING 10" WATER MAIN
S4	EXISTING 8" SANITARY SEWER
S5	EXISTING OVERHEAD LINES
S6	EXISTING 6" WATER LINE
S7	EXISTING FORCE MAIN
S8	EXISTING 8" DOMESTIC LINE
S9	EXISTING GAS LINE
W1	PROPOSED 8" FIRE MAIN
W2	PROPOSED WATER LINE
W3	CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING WATER MAIN FOR CONNECTION
W4	PROPOSED WATER VALVE
W5	PROPOSED 8" WATER METER
U1	PROPOSED SANITARY MANHOLE INFRASTRUCTURE
U2	PROPOSED 8" SANITARY LINE
U3	PROPOSED SANITARY CLEANOUT
U4	CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING SANITARY MANHOLE FOR CONNECTION
U5	PROPOSED UNDERGROUND GAS MAIN
U6	CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING GAS MAIN FOR CONNECTION
U7	PROPOSED PROPOSED UNDERGROUND GAS VALVE

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10 NW TENTH STREET
5-16-17418-01-1300-00001
10 NW TENTH STREET
MILFORD, DE 19963

UTILITY PLAN
KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963

NO.	DATE	REVISIONS	BY
1	2-14-24	REVISIONS PER CITY AND CLIENT COMMENTS	EWW

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PROJECT	KDPRO22001
DATE	2025-02-03
DRAWING SCALE	1"= 20'
DRAWN BY	EWW/VPL
APPROVED BY	OIO

PP1701

SHEET 7 OF 11

PROJECT STATUS: —
PLOTSTYLE: Pennoni MCS.stb
PLOTTED: 5/8/2024 4:45 PM, BY: Kenneth R. Matias Lopez
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LANDSCAPE CODE:

REQUIRED TREE DENSITY PER SECTION 230-19.8 (F):

1. TREE PRESERVATION AND PLANTING PLAN REQUIRED. ALL DEVELOPMENTS REQUIRING APPROVAL OF THE CITY SHALL BE REQUIRED TO SUBMIT, WITH ITS APPLICATION AND PLANS, A TREE PRESERVATION AND PLANTING PLAN AS SET FORTH IN SUBSECTION 19.8(H), AND SHALL CONFORM WITH THE FOLLOWING PROVISIONS.
2. TREE DENSITY. FOR EACH PROPERTY REQUIRED TO SUBMIT A TREE PRESERVATION AND PLANTING PLAN, A DEVELOPMENT AREA AS DEFINED IN THIS SECTION SHALL BE DELINEATED WITHIN THE NONWOODLAND AREA OF THE PROPERTY. WITHIN THIS DEVELOPMENT AREA, EXISTING TREES MAY BE RETAINED AND NEW TREES SHALL BE PLANTED SUCH THAT THE DEVELOPMENT AREA SHALL ATTAIN OR EXCEED A TREE DENSITY OF ONE TREE PER 5,000 SQUARE FEET OR FRACTION THEREOF.
   REQUIRED: 183,387 SF / 5,000 = 37 TREES
   PROVIDED: 31 PROPOSED TREES PLUS EXISTING VEGETATION ON SITE
3. MINIMUM STANDARDS FOR NEW TREES. FOR NEW TREES TO BE COUNTED TOWARD THE REQUIRED TREE DENSITY, THEY MUST BE OF A SPECIES AND SIZE AS SET FORTH IN THE TABLE OF TREES APPROVED BY THE CITY AND KEPT ON FILE IN THE OFFICE OF THE PLANNING DIRECTOR, OR BE OF AN ALTERNATE SPECIES FOUND ACCEPTABLE BY THE CITY.
4. MINIMUM STANDARDS FOR EXISTING TREES. FOR EXISTING TREES TO BE COUNTED TOWARD THE REQUIRED TREE DENSITY, THE TREE SHALL HAVE A MINIMUM CALIPER DIMENSION OF TWO INCHES. NO TREES OVER EIGHT INCHES IN CALIPER DIMENSION SHALL BE REMOVED UNLESS WITHIN AN AREA OF 30 FEET FROM THE PROPOSED BUILDING FOUNDATION, OFF-STREET PARKING LOT, AND UTILITY PLACEMENT.
5. EXISTING TREES ON SITE TO BE USED IN CALCULATION OF TREE DENSITY. A TREE SURVEY WILL BE PERFORMED AND ANY DEFICIENCY IN REQUIRED QUANTITIES SHALL BE MAINTAINED WITH PROPOSED TREES ON FINAL PLAN.

PARKING SPACE SETBACK PER SECTION 230-20 (C):

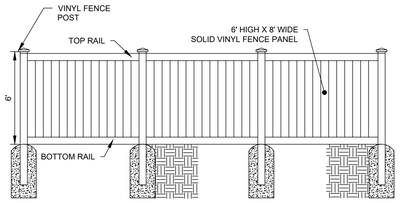
1. LOCATION OF PARKING SPACES WITHIN PARKING LOTS. ALL PARKING SPACES SHALL BE SET BACK 15 FEET FROM ANY STREET LINE AND 5 FEET FROM ANY PROPERTY LINE. PARKING SPACES SHALL BE LOCATED SO THAT NO SPACES ARE A GREATER DISTANCE THAN 600 FEET FROM THE BUILDING OR USE TO WHICH THEY ARE ASSIGNED, PROVIDED THAT THIS REQUIREMENT SHALL NOT APPLY TO PARKING SPACES FOR AUDITORIUMS, STADIUMS, ASSEMBLY HALLS, GYMNASIUMS AND OTHER PLACES OF ASSEMBLY OR INDUSTRIAL, WHOLESALING AND MANUFACTURING ESTABLISHMENTS.

BUFFERS PER SECTION 230-22 (C) (1-2):

1. EACH USE ESTABLISHED IN THESE DISTRICTS SHALL SET ASIDE AT LEAST 20 FEET IN WIDTH IMMEDIATELY ADJACENT TO ANY STREET UPON WHICH THE LOT HAS FRONTAGE, AND EXTENDING FOR THE FULL FRONTAGE OF THE LOT, FOR PURPOSES OF PROVIDING FOR PROPER SITE DISTANCE AND BUFFERING FROM THE PUBLIC ROAD. WITHIN SUCH AREA, THE OWNER SHALL ESTABLISH AND MAINTAIN A PLANTING OF GRASS AND/OR HORTICULTURAL GROUND COVER. OTHER LANDSCAPE MATERIALS MAY BE INCORPORATED, PROVIDED THAT THERE IS NO OBSTRUCTION TO VISION, OTHER THAN A TREE TRUNK, IN THE AREA BETWEEN TWO FEET AND SEVEN FEET ABOVE GROUND LEVEL.
2. EACH USE ESTABLISHED IN THESE DISTRICTS SHALL PROVIDE A 50-FOOT VISUAL AND SOUND BUFFER AREA ON NON-RESIDENTIAL USE PROPERTIES (OTHER THAN AGRICULTURAL USES) WHEN ABUTTING A RESIDENTIAL USE. SCREENING SHALL CONSIST OF AN OPAQUE BARRIER AT LEAST SIX FEET IN HEIGHT ACCOMPANIED BY LANDSCAPING.

PARKING LOT DENSITY PER SECTION 230-20 (L):

1. PARKING LOTS: INTERIOR LANDSCAPING. TO REDUCE THE VISUAL IMPACT OF LARGE EXPANSES OF PARKING AND TO CREATE A MORE PEDESTRIAN-FRIENDLY ENVIRONMENT, INTERIOR PARKING LOT LANDSCAPING IS REQUIRED. GREEN SPACE IN THE FORM OF LANDSCAPE ISLANDS AND/OR PENINSULAS ARE REQUIRED TO BREAK UP ROWS OF PARKING SPACES AS FOLLOWS:
   IF THE TOTAL NUMBER OF PARKING SPACES IS 100 OR GREATER, THE MINIMUM REQUIREMENT IS:
   (A) ISLANDS AT BOTH ENDS OF EACH ROW OF PARKING (MINIMUM OF 9' X 18').
   (B) ONE ISLAND OR PENINSULA (MINIMUM OF 9' X 18') FOR EVERY 12 CONTIGUOUS SPACES.
   (C) NO MORE THAN THREE (3) CONTIGUOUS BAYS (SIX TOTAL ROWS) WITHOUT A 9' WIDE ISLAND SEPARATING THE THREE (3) BAYS FROM ADDITIONAL PARKING BAYS OR DRIVE AISLES.
   (D) MINIMUM OF ONE (1) 2-1/2" CALIPER SHADE TREE WITH A MATURE HEIGHT OF 12 FEET SHALL BE PROVIDED PER 200 SQUARE FEET OF INTERIOR GREEN SPACE WITHIN THE PARKING LOT ISLANDS.



DETAIL- OPAQUE FENCE
NOT TO SCALE

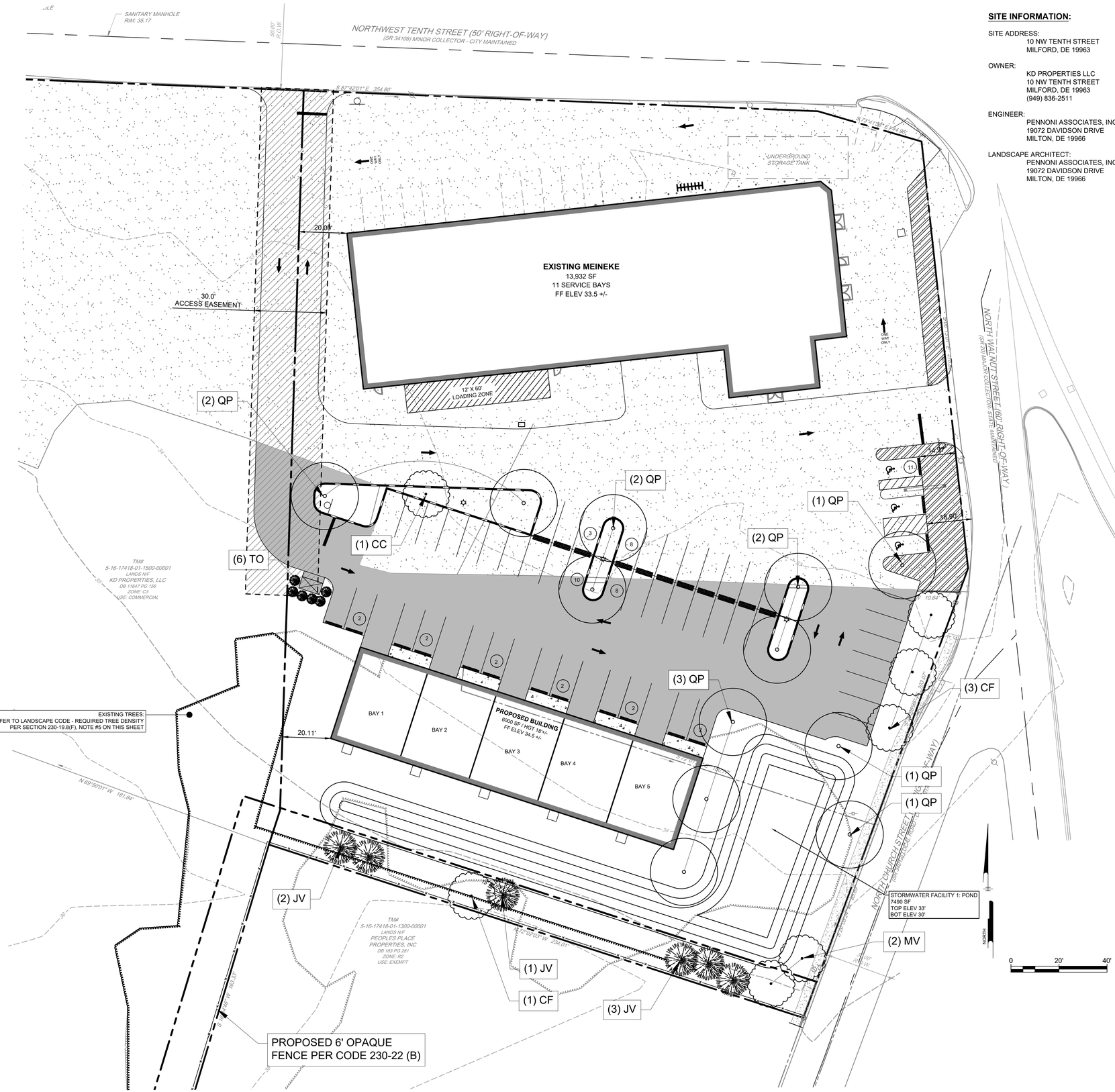
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PP2001

PLANT SCHEDULE

KEY	QTY	BOTANICAL NAME	COMMON NAME	HT	CONT.	SPACING
CC	1	CERCIS CANADENSIS	RED BUD	1.5" CAL	B&B	AS SHOWN
CF	4	CORNUS FLORIDA	FLOWERING DOGWOOD	1.5" CAL	B&B	AS SHOWN
JV	6	JUNIPERUS VIRGINIANA	EASTERN JUNIPER	6' HGT	B&B	AS SHOWN
MV	2	MAGNLOIA VIRGINIANA	SWEETBAY MAGNOLIA	1.5" CAL	B&B	AS SHOWN
QP	12	QUERCUS PALUSTRIS	PIN OAK	1.5" CAL	B&B	AS SHOWN
TO	6	THUJA OCCIDENTALIS 'GREEN GIANT'	GREEN GIANT ARBORVITAE	6' HGT	B&B	AS SHOWN

LANDSCAPE CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLIES WITH THE APPLICABLE REGULATIONS AND LAWS OF THE STATE OF DELAWARE.

ERIC W. WAHL, (DE# S1-0000409) DATE
PENNONI ASSOCIATES INC.
18072 DAVIDSON DRIVE MILTON, DE 19968



SITE INFORMATION:

SITE ADDRESS:
10 NW TENTH STREET
MILFORD, DE 19963

OWNER:
KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963
(949) 836-2511

ENGINEER:
PENNONI ASSOCIATES, INC.
19072 DAVIDSON DRIVE
MILTON, DE 19966

LANDSCAPE ARCHITECT:
PENNONI ASSOCIATES, INC.
19072 DAVIDSON DRIVE
MILTON, DE 19966

PENNONI ASSOCIATES INC.
18072 Davidson Drive
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5-16-17418-01-1300-00001
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LANDSCAPE PLAN
KD PROPERTIES LLC
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NO.	DATE	REVISIONS	BY

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PROJECT	KDPRO22001
DATE	2024-02-03
DRAWING SCALE	1" = 20'
DRAWN BY	EWW
APPROVED BY	OIO

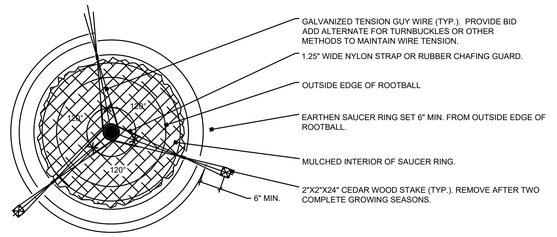
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SHEET 8 OF 11

PROJECT STATUS: —
PLOTSTYLE: Pennoni NCS.stb
PLOTTED: 5/8/2024 4:45 PM, BY: Kenneth R. Mattes Lopez
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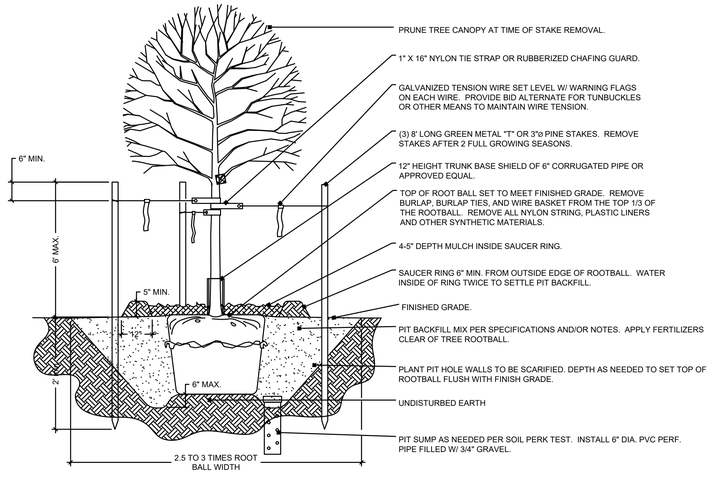
GENERAL LANDSCAPE NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN INSURANCE REQUIRED BY THE OWNER OR GENERAL CONTRACTOR. IF NOT SPECIFICALLY CALLED OUT, THE CONTRACTOR SHALL ALSO HAVE "BUILDER'S RISK" INSURANCE TO COVER LOSSES DURING CONSTRUCTION AND PLANT INSTALLATION AND THROUGH THE MAINTENANCE PERIOD UP TO SUBSTANTIAL COMPLETION. COVERAGE MINIMUM SHALL BE 200% OF CONTRACT VALUE.
2. ALL UNDERGROUND UTILITIES SHALL BE VERIFIED IN THE FIELD WITH THE OWNER OR GENERAL CONTRACTOR PRIOR TO THE COMMENCEMENT OF ANY DIGGING OPERATIONS. IN THE EVENT THEY ARE UNCOVERED, THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DAMAGE TO UTILITIES AND SUCH DAMAGE SHALL NOT RESULT IN ANY ADDITIONAL EXPENSES TO THE OWNER.
3. EVERY POSSIBLE SAFEGUARD SHALL BE TAKEN TO PROTECT BUILDING SURFACES, EQUIPMENT, AND FURNISHING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONNEL OR PROPERTY WHICH MAY OCCUR AS A RESULT OF HIS NEGLIGENCE IN THE EXECUTION OF THE WORK.
4. IN THE EVENT OF VARIATION BETWEEN QUANTITIES SHOWN ON THE PLANT LIST AND THE PLANS, THE PLANS SHALL CONTROL. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES PRIOR TO THE COMMENCEMENT OF WORK. SOD QUANTITY TAKE-OFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR. . THE CONTRACTOR SHALL FURNISH PLANT MATERIAL IN SIZES AS SPECIFIED IN PLANT LIST.
5. PLANTS SHALL CONFORM TO CURRENT "AMERICAN STANDARDS FOR NURSERY STOCK" BY AMERICAN ASSOCIATION OF NURSERYMAN (AAN), PARTICULARLY WITH REGARD TO SIZE, GROWTH, SIZE OF BALL, AND DENSITY OF BRANCH STRUCTURE. REFERENCE "ANS1Z60.1-2004 (OR MOST CURRENT DOCUMENT AVAILABLE AT WWW.ANLA.ORG).
6. ALL PLANTS (B&B OR CONTAINER) SHALL BE PROPERLY IDENTIFIED BY WEATHER-PROOF LABELS, SECURELY ATTACHED THERETO BEFORE DELIVERY TO PROTECT SITE. LABELS SHALL IDENTIFY PLANTS BY NAME, SPECIES, AND SIZE. LABELS SHALL NOT BE REMOVED UNTIL THE FINAL INSPECTION BY THE OWNER.
7. ANY MATERIAL AND/OR WORK MAY BY REJECTED BY THE LANDSCAPE ARCHITECT OR OWNER IF IT DOES NOT MEET THE REQUIREMENTS OF THE SPECIFICATIONS. ALL REJECTED MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR.
8. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN CONSENT OF THE OWNER OR LANDSCAPE ARCHITECT.
9. NO INVASIVE SPECIES ALLOWED, NATIVE SPECIES PREFERRED.
10. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR STABILITY AND CONDITIONS OF ALL TREES AND SHRUBS AND SHALL BE LEGALLY LIABLE FOR ANY DAMAGE CAUSED BY INSTABILITY OF ANY PLANT MATERIALS.
11. ALL PLANTING BEDS SHALL BE MULCHED WITH HARDWOOD MULCH AS SPECIFIED, EXCEPT WHERE NOTED ON PLANS.
12. UPON COMPLETION OF ALL LANDSCAPING FOR EACH PHASE OF WORK, AN INSPECTION OF THE WORK SHALL BE HELD. THE CONTRACTOR SHALL NOTIFY THE OWNER FOR SCHEDULING THE INSPECTION AT LEAST SEVEN (7) DAYS PRIOR TO THE ANTICIPATED INSPECTION DATE.
13. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR TWELVE MONTHS FROM THE DATE OF ACCEPTANCE . WATERING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR DURING CONSTRUCTION. UPON COMPLETION, THE CONTRACTOR SHALL INFORM THE OWNER OF WATERING REQUIREMENTS AND GENERAL MAINTENANCE OF THE INSTALLED LANDSCAPING IN ORDER TO REALIZE HIGHER ESTABLISHMENT RATES.
14. PLANTING BEDS AND TREE PITS SHALL BE AMENDED AND TILLED TO A MINIMUM 6 INCH DEPTH. ALL PLANTING BEDS SHALL BE $\frac{1}{3}$ PARENT MATERIAL, $\frac{1}{3}$ ORGANIC MATERIAL, AND $\frac{1}{3}$ TOP SOIL, FREE OF DEBRIS AND STONES LARGER THAN $\frac{1}{2}$" DIA.



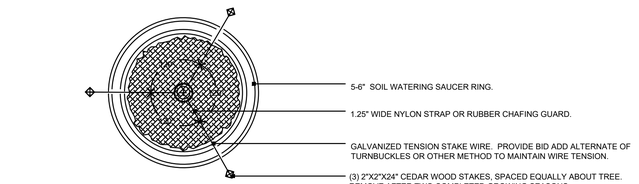
PLAN

NOTE: SUFFICIENT CLEARANCE SHALL BE MAINTAINED BETWEEN TREES AND UTILITY FACILITIES SO AS TO NOT HINDER USE OR ACCESS TO SAID FACILITIES. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITES PRIOR TO DIGGING.

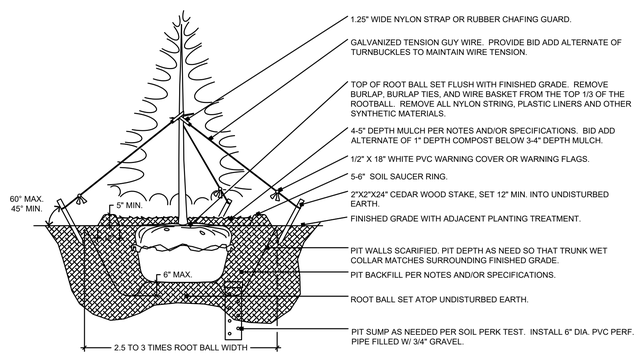


SECTION

A CANOPY TREE PLANTING AND GUYING
N.T.S.



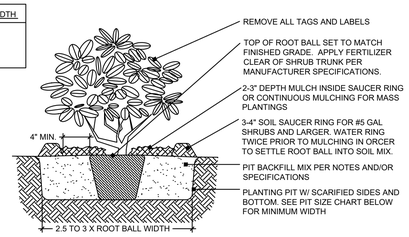
PLAN



SECTION

B EVERGREEN TREE PLANTING AND STAKING
N.T.S.

SHRUB SIZE	MIN. PIT WIDTH
#1 GALLON	18"
#3 GALLON	30"
#5 GALLON	42"



C SHRUB PLANTING
N.T.S.

LANDSCAPE CERTIFICATION:
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ERIC W. WAHL, (DE# S1-0000409) DATE
PENNONI ASSOCIATES INC.
18072 DAVIDSON DRIVE MILTON, DE 19968

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

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10 NW TENTH STREET
5-16-17418-01-1300-00001
10 NW TENTH STREET
MILFORD, DE 19963

LANDSCAPE NOTES & DETAILS

KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963

NO.	DATE	REVISIONS	BY

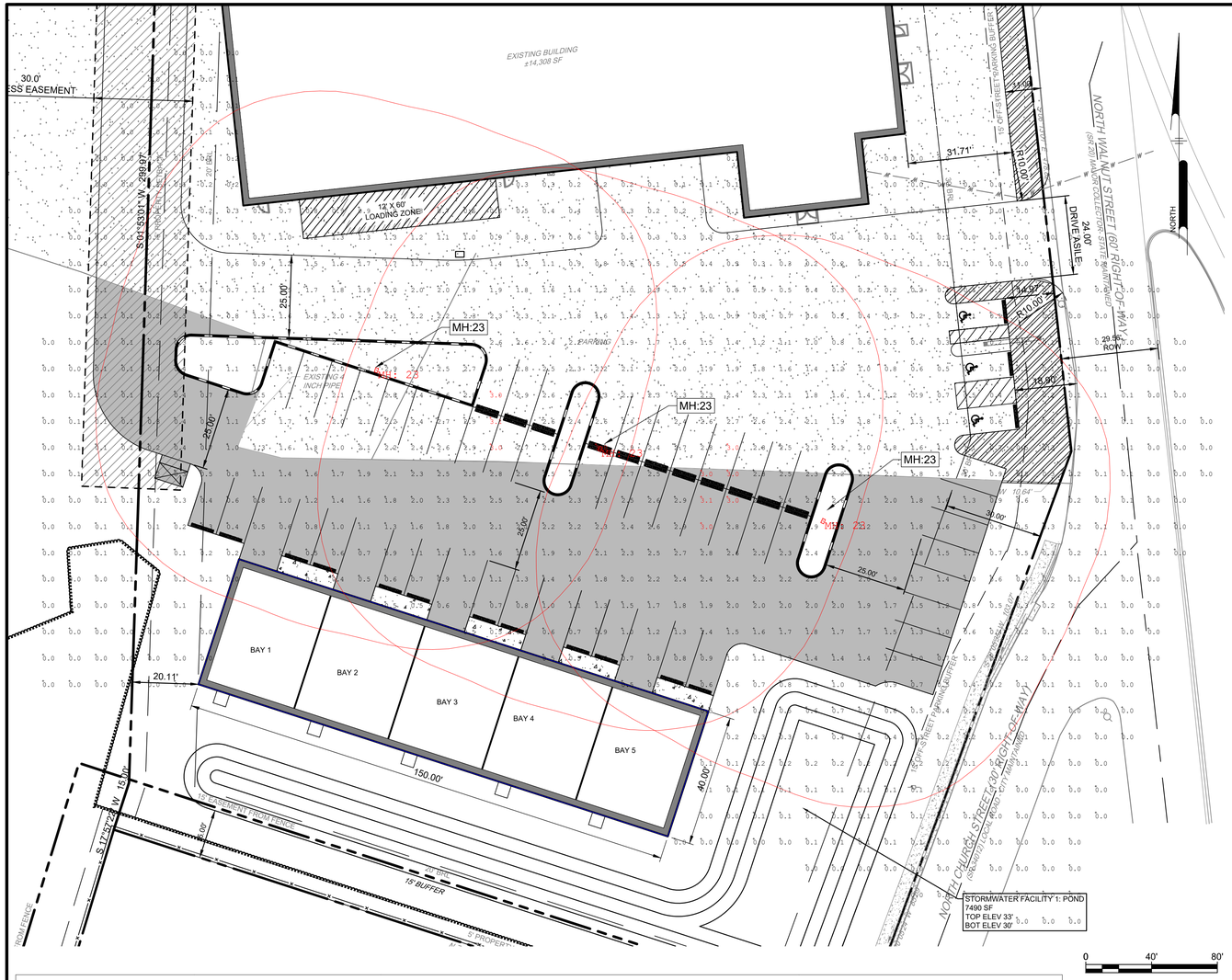
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PROJECT	KDPRO22001
DATE	2025-02-03
DRAWING SCALE	AS SHOWN
DRAWN BY	EWW
APPROVED BY	OIO

PP2002

SHEET 9 OF 11

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LIGHT POLE INSTALLATION NOTES:

1. ALL NEW WIRING SHALL BE INSTALLED WITH IT'S OWN NEUTRAL (NO SHARED NEUTRALS).
2. INSTALL THE NEW POLE BASE WITH THE CENTER OF THE POLE 3 FEET FROM THE EDGE OF THE NEW WALKWAY OR PATH TO ILLUMINATE THE LENGTH OF THE WALKWAY. THE ACTUAL LOCATION OF THE NEW POLE SHALL BE COORDINATED WITH THE OWNER TO AVOID ANY EXISTING UNDERGROUND UTILITIES. CONSULT THE OWNER FOR APPROVAL OF ANY REQUIRED CHANGES.
3. INSTALL THE NEW POLE BASE PER THE POLE BASE DETAIL. REFER TO VENDOR ANCHOR BOLT INSTALLATION GUIDE FOR BOLT CIRCLE DIAMETER, BASE COVER SIZE, ANCHOR BOLT PROJECTION, ANCHOR BOLT SIZE AND SPECIFIC DETAILS.
4. WHERE NEW POLES WILL BE INSTALLED ON EXISTING POLE BASES, VERIFY THE EXISTING BOLT CIRCLE PATTERN OF THE EXISTING BASES AND CONFIRM THE NEW BOLT CIRCLE PATTERN OF THE NEW POLES WILL MOUNT TO THE EXISTING ANCHOR BOLTS.
5. WHERE JUNCTION BOXES ARE REQUIRED, PROVIDE HUBBELL QUAZITE 11"W X 18"L X 18.5"D PC STYLE POLYMER CONCRETE UNDERGROUND ENCLOSURE PART #PC118JA18 WITH TWO HEX BOLT COVER WITH "LIGHTING" LOGO ON COVER PART #PC1118CA0041. MOUNT THE TOP OF THE BOX 6 INCH ABOVE THE FINISHED GRADE. ENCASE THE BOX WITH 6 INCHES OF 3000 PSI CONCRETE VIBRATED AROUND ALL FOUR SIDES WITH THE TOP OF THE CONCRETE FLUSH WITH THE TOP OF THE BOX AND THE BOTTOM OF THE CONCRETE EQUAL TO THE BOTTOM OF THE BOX. PROVIDE A 1 INCH CHAMFER AROUND THE TOP PERIMETER OF THE CONCRETE AND THE VERTICAL CORNERS. REMOVE ALL FORMS USED AFTER THE CONCRETE CURES. PROVIDE SUPPORT WITHIN THE BOX TO KEEP ALL SPLICE CONNECTIONS AT THE BOTTOM OF THE COVER.
6. CONDUITS UNDER WALKWAYS SHALL BE GALVANIZED RIGID CONDUIT WHICH SHALL EXTEND 3' BEYOND EACH EDGE OF THE WALKWAY FOR PROTECTION FROM VEHICLES WHICH MAY DRIVE OVER THE EDGE OF THE WALKWAY.
7. BACK FILL ALL EXCAVATIONS TO MATCH THE EXISTING GRADE AND RESEED THE EXCAVATION AREA. EXCESS SOIL SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR.
8. PROVIDE A 4" HIGH X 6" WIDE BLACK WITH 3/4" YELLOW LETTERING UV RESISTANT SELF-ADHESIVE LABEL, ABOVE THE HAND HOLE LEVEL ON EACH LIGHT POLE. LABELS SHALL FACE THE DIRECTION OF THE ROADWAY, WALKWAY OR PARKING SPACE WHERE THE POLE IS LOCATED. WHERE POLES ARE LOCATED IN THE CENTER OF A PARKING LOT, AND THERE ARE PARKING SPACES ON BOTH THE NORTH AND SOUTH SIDE OF THE POLE, INSTALL THE LABEL ON THE NORTH SIDE OF THE POLE TO MINIMIZE FADING FROM THE SUN. THE TOP ROW OF LETTERING ON THE LABEL SHALL STATE THE POLE NUMBER. THE BOTTOM ROW OF LETTERING ON THE LABEL SHALL STATE THE PANEL AND CIRCUIT NUMBER. PROVIDE A PRINTED EXAMPLE FOR THE OWNERS APPROVAL PRIOR TO PRINTING ALL THE LABELS. SEE EXAMPLE.

   EXAMPLE: POLE # A1

   PANEL & CKT. # LP-2 #18
14. MOUNT THE LIGHT POLES WITH THE HAND HOLE FACING 90-DEGREE FROM THE ROADWAY, WALKWAY OR PARKING SPACE SO THAT THE OPENING IS ACCESSIBLE WHEN A VEHICLE IS PARKED IN THE PARKING SPACE IN FRONT OF THE POLE LOCATION. DO NOT FACE THE HAND HOLE IN THE OPPOSITE DIRECTION OF THE ROADWAY OR PARKING SPACE SO THAT IT WILL NOT BE BLOCKED BY VEGETATION AND HEDGES GROWING BEHIND THE POLE LOCATIONS.
15. PROVIDE NEW POLES WITH ALL REQUIRED POLE CAPS, ACCESS COVERS, GALVANIZED STEEL ANCHOR 'J' BOLTS, NUTS, LOCK NUTS AND WASHERS PER VENDORS INSTALLATION GUIDE.
16. PROVIDE NEW HUBBELL / BEACON LIGHTING FIXTURES WITH ALL REQUIRED ATTACHMENT ARMS, AND MOUNTING HARDWARE PER THE MANUFACTURERS INSTALLATION INSTRUCTIONS.
17. ASSEMBLE AND INSTALL POLE ON BASE. FIXTURE HEADS SHALL FACE TOWARD THE WALKWAY OR ROADWAY PER THE DIRECTION SHOWN ON THE DRAWINGS.
18. PROVIDE 2#10&10 GND THWN IN THE LIGHT POLE BETWEEN THE UNDERGROUND FEED CONDUCTORS AND THE FIXTURE MOUNTED AT THE TOP OF THE POLE.
19. ANCHOR NUTS SHALL BE ADJUSTED TO MAKE POLE PLUMB.
20. POLE BASE MUST HAVE FULL CONTACT WITH THE FOUNDATION BY GROUTING. GROUT THE SPACE BETWEEN THE TOP OF THE CONCRETE BASE AND THE BOTTOM OF THE LIGHT POLE BASE AND PROVIDE A CHANNEL THROUGH THE GROUT FOR DRAINAGE FROM THE POLE INTERIOR.
21. THE CONTRACTOR IS RESPONSIBLE FOR ALL CIVIL WORK INCLUDING EXCAVATIONS, BACKFILLING, RE-SEEDING, ASPHALT REPAIR, ETC.
22. PROVIDE #2 BARE COPPER WIRE BONDING REBAR REINFORCEMENT CAGE IN POLE BASE TO GROUND STUD IN LIGHT POLE. REINFORCEMENT RODS MUST BE BONDED TO POLE TO SERVE AS CONCRETE ENCASED ELECTRODE BUT ARE NOT MEANT TO REPLACE GROUNDING ELECTRODE CONDUCTOR.
23. REFER TO LIGHTING CUT SHEETS, CONTACT DESIGN ENGINEER FOR INFORMATION.



VICINITY MAP
Scale: 1" = 1000'

SITE INFORMATION:

SITE ADDRESS:
10 NW TENTH STREET
MILFORD, DE 19963

OWNER:
KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963
(949) 836-2511

ENGINEER:
PENNONI ASSOCIATES, INC.
19072 DAVIDSON DRIVE
MILTON, DE 19966

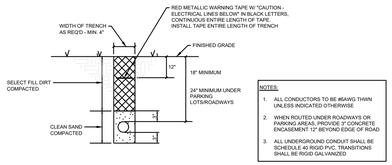
LANDSCAPE ARCHITECT:
PENNONI ASSOCIATES, INC.
19072 DAVIDSON DRIVE
MILTON, DE 19966

Luminaire Schedule

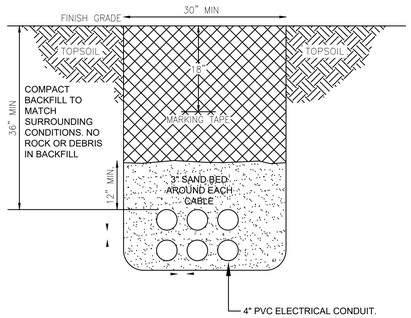
Type	Manufacturer	Catalog Number	Fixture Description	Mounting Height	Total Watts
MH:23	EXO	ASL2-320L-145-3K7-5QW-UNV-A	ASL2 SHOEBOX, 20179 LMNS, 3000K, IES TYPE 5 SQUARE, 20FT POLE ON 3FT AFG PEDESTAL, UNLESS OTHERWISE NOTED	23	143

Calculation Summary

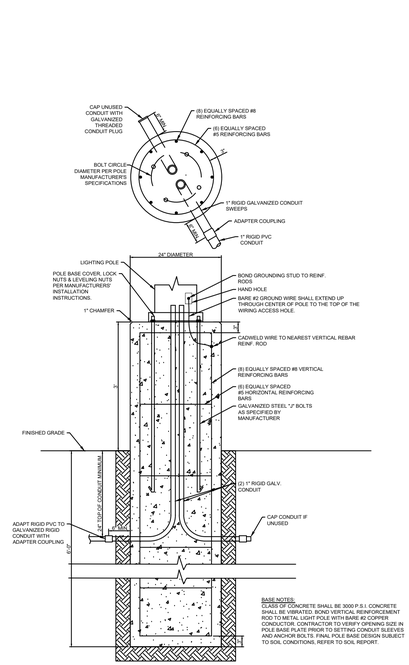
Label	Units	Avg	Max	Min	Max/Min
OVERALL	Fc	0.9	3.1	0.0	N.A.
ACTIVE AREA	Fc	2.0	3.1	0.5	6.2



DETAIL- DETAIL OF UNDERGROUND DIRECT BURIED SITE LIGHTING SYSTEM CONDUIT — 1 / PP1007
SCALE: N.T.S.



DETAIL- TYPICAL CONDUIT DUCT BANK — 2 / PP1007
SCALE: N.T.S.



DETAIL- TYPICAL CONDUIT DUCT BANK — 3 / PP1007
SCALE: N.T.S.

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

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

SITE LIGHTING PLAN

KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963

5-16-17418-01-1300-00001
10 NW TENTH STREET
MILFORD, DE 19963

10 NW TENTH STREET
MILFORD, DE 19963

NO.	DATE	REVISIONS	BY
1	2-14-24	REVISIONS PER CITY AND CLIENT COMMENTS	EWW

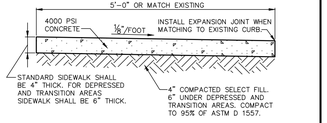
ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES, AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	KDPRO22001
DATE	2025-02-03
DRAWING SCALE	1"=20'
DRAWN BY	EWW
APPROVED BY	OIO

PP2201

SHEET 10 OF 11

PROJECT STATUS: —
PLOTSTYLE: Pennoni MCS.stb
PLOTTED: 5/8/2025 4:46 PM, BY: Kenneth R. Mattas Lopez
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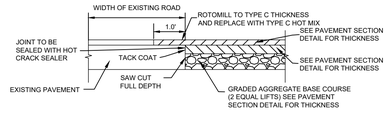


NOTE: PLACE EXPANSION JOINTS 20' ON CENTER AND CONTROL JOINTS 5' ON CENTER OR MATCH EXISTING PATTERN.

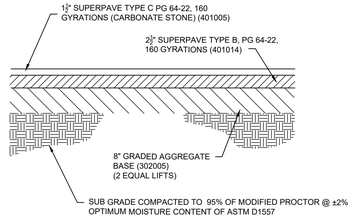
CONCRETE SIDEWALK DETAIL
NO SCALE

DATE:	REVISION NO.:	APPROVED:
CITY OF MILFORD DEPARTMENT OF PUBLIC WORKS STREET DIVISION CONSTRUCTION STANDARDS		SIDEWALK DETAIL NO SCALE
	SECTION - 5	DRAWING: DS-1

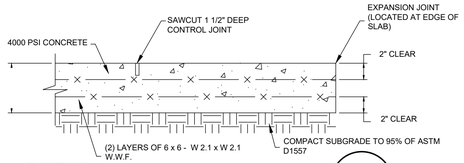
DETAIL- CONCRETE SIDEWALK
NOT TO SCALE
1 / PP1004



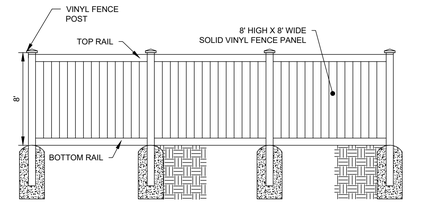
DETAIL- TYPICAL PAVEMENT TIE-IN
NOT TO SCALE
2 / PP1004



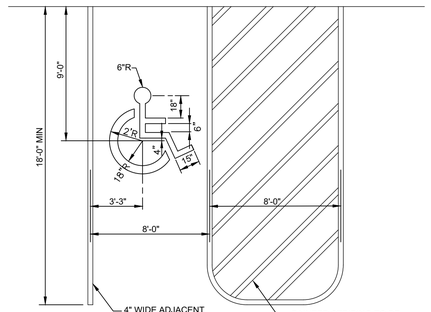
SECTION- LIGHT DUTY PAVEMENT
NOT TO SCALE
3 / PP1004



DETAIL- HEAVY CONCRETE
NOT TO SCALE
4 / PP1004



DETAIL-SOLID VINYL FENCE FOR DUMPSTER SCREENING
NOT TO SCALE
5 / PP1004



DETAIL- VAN ACCESSIBLE HANDICAP PARKING
NOT TO SCALE
6 / PP1004

DETAIL- SIGNAGE FOR VAN ACCESSIBLE HANDICAPPED PARKING SPACE
NOT TO SCALE
7 / PP1004

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

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

10 NW TENTH STREET
5-16-17418-01-1300-00001
10 NW TENTH STREET
MILFORD, DE 19963

SITE DETAILS
KD PROPERTIES LLC
10 NW TENTH STREET
MILFORD, DE 19963

NO.	DATE	REVISIONS	BY

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM

PROJECT	KDPRO22001
DATE	2025-02-03
DRAWING SCALE	AS NOTED
DRAWN BY	EWW
APPROVED BY	OIO

PP6001

SHEET 11 OF 11

U:\Accounts\KDPRO\KDPRO22001 - 914 N. Walnut St-Lot Feasibility\DESIGN_SHEETS\PP6001.dwg PLOTTED: 5/6/2025 4:48 PM, BY: Kenneth R. Mattes Lopez PLOTSTYLE: Pennoni NCS.stb PROJECT STATUS: —

18072 Davidson Drive
Milton, DE 19968
T: 302-684-8030
F: 302-684-8054

www.pennoni.com

April 8, 2025
KDPRO22001

Mr. Rob Pierce
City of Milford
115 Federal Street
Milford, DE 19963

RE: Preliminary Site Plan Review
KD Properties – Preliminary Site Plan
Tax Map # MD-16-174.18-01-15.00-000
Milford, DE 19963

Dear Mr. Pierce,

On behalf of KD Properties, LLC, Pennoni Associates Inc. (Pennoni) is pleased to submit the revised Preliminary Site Plan for your consideration of review and approval. We have addressed the outstanding comments, per your letter received on March 6, 2025.

We have enclosed one (1) copy of the following documents for review and approval of the project.

Item	***Description***	***Last Revised***
Drawings Prepared by Pennoni Associates Inc.		
PP0001, PP0201, PP1000, PP1001, PP1501, PP1701, PP2001, PP2002, PP2201, PP6001	Revised Preliminary Site Plan	4/8/2025

1. Provide the area within the source water protection area that is proposed to be impervious after the improvements are completed. Additionally, provide the percentage of impervious area with respect to the total source water protection area. **Comment Remains – Per DNREC map there is an underground storage tank south of the proposed building. Show this in the plan view and verify how it is going to be protected or if it still exist.**

   Pennoni Response: UTS determined to be found on the north side of the building. Estimated UTS added to Existing conditions. Please see sheet CS0201.

7. Adjust the address to 10 NW Tenth Street. **Comment Remains.**

   Pennoni Response: Address has been changed on plan set. Please see sheet PP0001

8. Per Chapter 230-20 (c), show the 15' off-street parking buffer and adjust parking areas to meet this requirement. **Comment Remains – Provide a parking buffer 15 feet from any street line and 5 feet from any property line. The parking buffer is not shown correctly.**

Pennoni Response: 15' off-street parking buffer made and labeled. Please see Site Plan Sheet PP1001

9. Currently, there is only one benchmark provided for the site. Provide at least two benchmarks and include the information on the title sheet. Show the locations on the site plan. **Comment Remains – Show Benchmark 1 on sheet PP1002 and revise the plans accordingly.**

Pennoni Response: Benchmarks has been addressed. See sheet Site Plan PP1001

11. Show the required 15' off-street parking setback on the plan. **Comment Remains – Provide a parking buffer 15 feet from any street line and 5 feet from any property line. The parking buffer is not shown correctly.**

Pennoni Response: 15' off-street parking & 5' setback from property lines has been made and labeled. Please see sheet PP1002

12. Update the general Site Plan notes with the attached. **Addressed with comment – Remove City of Milford Record Plan Notes.**

Pennoni Response: Record Plan Notes removed from 'Site Plan Notes' Sheet. Please See sheet PP1000

13. Currently, the plan labels the parking spaces in front of proposed building 'B' as 11 spaces; however, there are only 9 spaces provided. Correct the label and revise the plans accordingly. **Comment Remains – Currently, the number of contiguous parking spaces in front of the proposed building is more than number allowed by the City of Milford's zoning code requirement for a row of parking spaces. Per city of Milford zoning code section 230-20(L)(1)(b), there shall be one island or peninsula (minimum of 9'X18') for every 10 contiguous spaces, revise accordingly or submit variance request.**

Pennoni Response: Noted. Please see sheet Site Plan sheet PP1001

14. Per the City of Milford zoning, one island or peninsula (minimum 9'x18') shall be provided for every 10 contiguous spaces. Revise the parking spaces on the site so they meet this requirement**. Comment Remains – see response to comment 13. A variance will be required if the plan does not meet code. If the variance is approved the details of the variance (what was approved, by who, and when) need to be added to the plan.**

Pennoni Response: Noted.

15. Provide all free-standing signs that are remaining and show/provide bollards around the sign post to protect from vehicular traffic. Per the City of Milford zoning ordinance, proposed free standing signs shall be at least 10' from the front property line and 25' from the side property line. Dimension the distance from the front and side property lines on the plan. In addition, provide stop signs, stop bars at all entrances, and revise the plans accordingly. **Addressed with comment – Per engineer's response no additional sign is being propose at this time.**

Pennoni Response: Noted

16. Show traffic flow arrows in the parking lot. The NE corner of the site should be designed to allow only one way traffic. **Comment Remains.**

Pennoni Response: Traffic flow arrow redirected. Please see Site Plan sheet PP1001

20. Dimension all drive aisles and revise the plans accordingly. **Comment Remains – Dimension the drive aisle at the entrances.**

Pennoni Response: Dimensions shown. Please see Site Plan sheet PP1001

21. Indicate where curbing is proposed on the site. Chapter 230-20(k) states "all permanent parking areas shall be enclosed with upright concrete curbing at least six inches in height. The Planning Director may relax this requirement for a portion of a parking area when there is a demonstrated need to convey stormwater to a proposed or approved stormwater management area. Parking blocks are required at the head of all parking spaces where curb is not provided. Curbing shall not be required for loading areas, handicapped access and for parking spaces accessory to a one-family or two-family residence. Buildings and sidewalk shall be protected by upright concrete curing at least six inches in height, bollards or other object approved by the Planning Director that demonstrates protection of pedestrians and property." Indicate the full extent of proposed curbing and demonstrate how the existing and proposed buildings will be protected from vehicular traffic. **Addressed with comment - A waiver is being requested for required curbing enclosing all pavement parking areas. If the waiver is approved the details of the waiver (what was approved, by who, and when) need to be added to the plan.**

Pennoni Response: Curb is indicated with dash lines along the centerline between the front of curb and back of curb. Please see Site Plan sheet PP1001

22. Adjust the parking lot plan to meet the requirements of Chapter 230-20(L) related to landscaped island. **Comment Remains – see response to comments 13 and 14.**

Pennoni Response: Landscape Island has been labeled. Please see Site Plan sheet PP1001

24. Provide entrance improvements for N. Church Avenue and NW 10th Street. **Comment Remains – Clarify what the pavement will be replaced with in the double-diagonal hatch patter areas.**

Pennoni Response: Hatch pattern notes. Please see Site Plan sheet PP1001

25. Show the service bay locations on the plan. In addition, show/label all entrances to proposed and existing buildings. **Comment Remains – Show existing and proposed building entrances and overhead doors on the site plan.**

Pennoni Response: Noted. Please see Site Plan sheet PP1001

26. Provide a grading plan that shows existing and proposed grading/contours. **Comment Remains – Provide spot grade for the 3 ADA spaces.**

Pennoni Response: Noted. Please see Grading Plan Sheet PP1501

28. Show the existing and proposed water and sewer infrastructure if the City of Milford is the provider. If the property is supplied by well and septic, please show the location of these facilities. An updated septic approval letter will be required from DNREC before final site plan approval. **Comment Remains – The utility plan shall include the full extent of any required extension from existing utilities to and through the project area.**

Pennoni Response: Noted. Please see Utility Plan Sheet PP1701

29. Provide preliminary utility plans (Water, Sewer, Storm Drain, Laterals, sewer cleanouts, and water service) with size and pipe type with your next preliminary submission. In addition, show the location of all existing and proposed water meters. Currently no utilities being provided to proposed building B, clarify how this building will be served. **Comment Remains – Currently, there is no water service provided for the proposed building. In addition, there is no sanitary sewer provided for the existing building. Also, provide sanitary sewer cleanouts as required.**

Pennoni Response: All existing water meter noted and located. Please see Utility Plan Sheet PP1701

30. Provide a preliminary lighting and landscaping plan for this project. Refer to Chapter 230-19.8(F) for density requirements, Chapter 230-20(L) for parking lot landscaping requirements, Chapter 230-20(P) for garbage enclosure screening requirements and Chapter 230-22(B) for landscape screening requirements between the property and the adjacent residential use. **Comment Remains – Landscape code note 2 indicates required 37 trees and 31 provided trees plus existing vegetation on site. Show and label the existing vegetation on site and add them to the plant schedule.**

Pennoni Response: Noted. Details added per existing tree density. Please Sheet PP2001.

31. Provide curbing along N. Walnut Street and N. Church Street between the proposed entrance on N. Church Street and the existing curbing at the intersection of 10th Street and N. Walnut Street. **Addressed with comment – Waiver is being requested for the zoning code Chapter 230-20(K). If the waiver is approved the details of the waiver (what was approved, by who, and when) need to be added to the plan.**

Pennoni Response: Noted. Please see sheet set PP0001

32. Provide curbing along NW Tenth Street between the entrance shown at the west end of the building and the existing curbing near the intersection of 10th Street and N. Walnut Street. **Addressed with comment – Waiver is being requested for the zoning code Chapter 230-20(K). If the waiver is approved the details of the waiver (what was approved, by who, and when) need to be added to the plan.**

Pennoni Response: Noted. Please see sheet set PP0001

33. Dimension the proposed entrance width. **Comment Remains.**

Pennoni Response: Noted. Please see Site Plan sheet PP1001

36. Provide bicycle parking per Chapter 230-20(M) or submit a written waiver request. **Comment Remains – List the number of required bicycle parking spaces (per city of Milford zoning code) in the Site Data Table. In addition, provide a detail for the bicycle parking.**

Pennoni Response: Noted. Bicycle spaces added to Site Details and Site Plan. Please see sheet PP1002

37. Show the installation of 5' sidewalk along the entire road frontage behind the proposed curb along N. Church Street, N. Walnut Street, and NW Tenth Street or submit a written waiver request. **Addressed with comment – The client is requesting a waiver from the required sidewalk along the existing road frontages. If the waiver is approved the details of the waiver (what was approved, by who, and when) need to be added to the plan.**

Pennoni Response: Noted. Waiver request added to Plan Set Cover Sheet PP0001

38. Indicate the type of opaque barrier being used to meet the requirements of Chapter 230-22(B). **Addressed with comment – Provide a detail for the 6' opaque fence.**

Pennoni Response: Noted. Please see Landscape sheet set PP2001

40. Submit the following for final plan approval:

a. Provide Fire Marshall Approval. **Comment Remains.**
b. Provide KCD Approval. **Comment Remains.**
c. Provide DelDOT Approval. **Comment Remains.**

Pennoni Response: Noted

41. **Currently, there is an existing storm drain labeled in the middle of the site south of the existing building. Verify if it is connected to the storm drain system and show the storm drain pipes in the plan view. In addition, show the rim elevation.**

Pennoni Response: Noted. Details added to existing conditions. Please sheet PP0201.

42. **Provide the size and material for the water service, sanitary sewer, and sewer laterals.**

Pennoni Response: Noted. Please Utility Plan sheet PP1701

43. **The plans currently are showing underground gas is connected to the existing water main north of the existing building. Correct the line style and revise the plans accordingly.**

Pennoni Response: Gas main rerouted. Please see Utility Plan sheet PP1701.

44. **Show/provide a water meter for the site. An easement shall be dedicated to the City of Milford for the water line up to the water meter if separate water meters are proposed for each tenant/building within the site.**

Pennoni Response: All water meter noted and shown per existing conditions. Please see sheet PP1701

45. **Currently, the water service east of the existing building connecting to an existing water meter is shown to enter the site; however, it is not clear if it is connected to the existing building and to the water main.**

Pennoni Response: Water Service line added. Please see sheet PP1701

46. **Provide utility profiles with the final plan submission.**

Pennoni Response: Noted.

47. **Currently, it is not clear how the sanitary sewer line is connected to the existing sewer line on Walnut Street.**

Pennoni Response: Sewer line added and service line added. Please Utility Plan sheet PP1701

If you have any comments or need additional information, please call us at (302) 684-8030.

Sincerely,
PENNONI ASSOCIATES INC.

Olayiwola Okesola, P.E.
Senior Engineer

ISO 9001:2015 CERTIFIED
ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS
600 White Clay Center Drive, Suite 200 • Newark, DE, 19711 • Phone 302.731.9176

May 06, 2025

City of Milford
201 South Walnut Street
Milford, Delaware 19963

Attention: Mr. Rob Pierce

Subject: **KD Properties – Preliminary Site Plan**
KCI Job No. 00009730_00001.036 – Task 58 *(formerly 131803632.23)*

Dear Mr. Pierce,

As requested, KCI Technologies performed a review of the Preliminary Conditional Use Site Plan for KD Properties at 10 NW 10th Street. This review was performed based on the City of Milford's Standard Specifications, Codes, and general engineering best practices. The plan was submitted by Pennoni Engineering and is dated February 07, 2025.

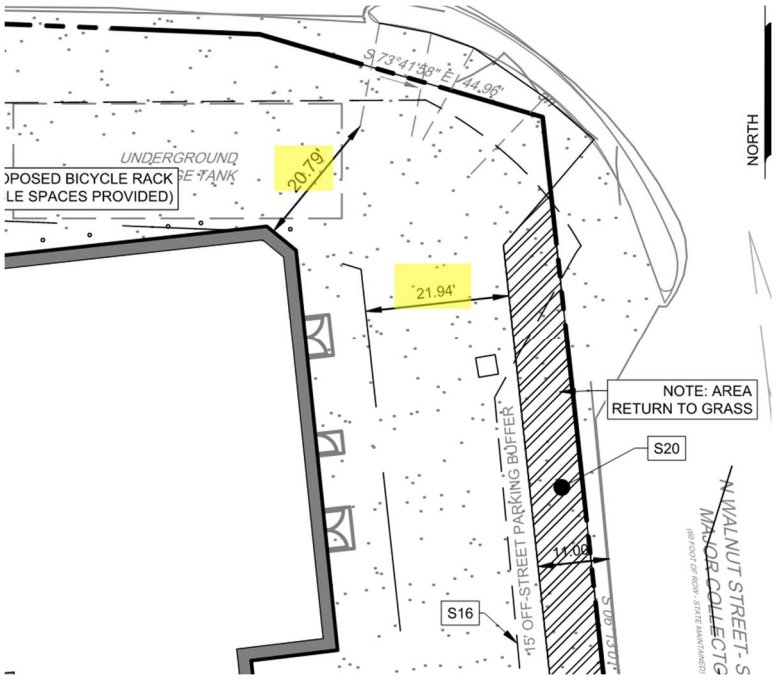
We offer the following comments for your consideration. Comments 30, 50, 51, 52, 60, 61, and 62 shall be addressed for preliminary plan approval. Provide a point-by-point reply as to how each comment was addressed.

1. Provide the area within the source water protection area that is proposed to be impervious after the improvements are completed. Additionally, provide the percentage of impervious area with respect to the total source water protection area. Comment Remains – Per DNREC map there is an underground storage tank south of the proposed building. Show this in the plan view and verify how it is going to be protected or if it still exists. **Comment Remains – Per the DNREC Stormwater Assessment website, the underground storage tank is located to the rear (south) of the building. There is no tank shown in the location the engineer has shown on the plan. Verify where the data is coming from and revise the plans accordingly.**
2. Currently the Tax Parcel number in the Site Data Column is not correct. Fix the Tax parcel number and revise the plan accordingly. **Addressed.**
3. Provide the proposed building height for each building in the Data Column. **Addressed.**
4. The car repair business is calculated at 3 spaces per bay, remove reference to retail for car repair service business. **Addressed.**

5. The parking requirement for warehouse is calculated at a rate of 1 space per 200 square feet of retail plus 1 space per 2 employees for the warehouse space. Correct the number of parking spaces and revise the plans accordingly. **Addressed.**
6. Adjust the title to Preliminary Conditional Use Site Plan. **Addressed.**
7. Adjust the address to 10 NW Tenth Street. Comment Remains. **Addressed.**
8. Per Chapter 230-20 (c), show the 15' off-street parking buffer and adjust parking areas to meet this requirement. Comment Remains – Provide a parking buffer 15 feet from any street line and 5 feet from any property line. The parking buffer is not shown correctly. **Addressed.**
9. Currently, there is only one benchmark provided for the site. Provide at least two benchmarks and include the information on the title sheet. Show the locations on the site plan. Comment Remains – Show Benchmark 1 on sheet PP1002 and revise the plans accordingly. **Addressed.**
10. List the conditions found in Chapter 230-14(C)(2) for vehicle repair in the General Notes. **Addressed.**
11. Show the required 15' off-street parking setback on the plan. Comment Remains – Provide a parking buffer 15 feet from any street line and 5 feet from any property line. The parking buffer is not shown correctly. **Addressed.**
12. Update the general Site Plan notes with the attached. Addressed with Comment – Remove City of Milford Record Plan Notes. **Addressed.**
13. Currently, the plan labels the parking spaces in front of proposed building 'B' as 11 spaces; however, there are only 9 spaces provided. Correct the label and revise the plans accordingly. Comment Remains – Currently, the number of contiguous parking spaces in front of the proposed building is more than number allowed by the City of Milford's zoning code requirement for a row of parking spaces. Per city of Milford zoning code section 230-20(L)(1)(b), there shall be one island or peninsula (minimum of 9'X18') for every 10 contiguous spaces, revise accordingly or submit variance request. **Addressed.**
14. Per the City of Milford zoning, one island or peninsula (minimum 9'x18') shall be provided for every 10 contiguous spaces. Revise the parking spaces on the site so they meet this requirement**.** Comment Remains – See response to Comment 13. A variance will be required if the plan does not meet Code. If the variance is approved the details of the variance (what was approved, by who, and when) need to be added to the plan. **Addressed.**
15. Provide all free-standing signs that are remaining and show/provide bollards around the signpost to protect from vehicular traffic. Per the City of Milford zoning ordinance, proposed free standing signs shall be at least 10' from the front property line and 25' from the side property line. Dimension the distance from the front and side property lines on the plan. In addition, provide stop signs, stop bars at all entrances, and revise the plans

accordingly. **Addressed with Comment – Per engineer's response no additional sign is being propose at this time.**

16. Show traffic flow arrows in the parking lot. The NE corner of the site should be designed to allow only one way traffic. Comment Remains. **Comment Remains – Provide 'DO NOT ENTER' and 'ONE WAY' signs for the area shown in the snip below. Per City of Milford code at least 24 feet is required to be provided for two-direction traffic flow. The plans dimension the area below as less than that. Revise the plans accordingly.**



17. Provide a dimension for parking lot aisle widths. **Addressed.**
18. Clarify if the existing parking spaces will be removed or remain, provide a note on the plan. **Addressed.**
19. Currently, it is difficult to differentiate what is existing and what is proposed. For example, the existing building and proposed building have the same line style. Revise to provide clarity (existing features should be in grey and proposed in black). **Addressed.**
20. Dimension all drive aisles and revise the plans accordingly. Comment Remains – Dimension the drive aisle at the entrances. **Addressed.**
21. Indicate where curbing is proposed on the site. Chapter 230-20(k) states "all permanent parking areas shall be enclosed with upright concrete curbing at least six inches in height. The Planning Director may relax this requirement for a portion of a parking area when there is a demonstrated need to convey stormwater to a proposed or approved stormwater management area. Parking blocks are required at the head of all parking spaces where curb is not provided. Curbing shall not be required for loading areas, handicapped access and for parking spaces accessory to a one-family or two-family residence. Buildings and

sidewalk shall be protected by upright concrete curing at least six inches in height, bollards or other object approved by the Planning Director that demonstrates protection of pedestrians and property." Indicate the full extent of proposed curbing and demonstrate how the existing and proposed buildings will be protected from vehicular traffic. Addressed with Comment - A waiver is being requested for required curbing enclosing all pavement parking areas. If the waiver is approved the details of the waiver (what was approved, by who, and when) need to be added to the plan. **Comment Remains – Provide approval once the waiver has been approved. Additionally, parking blocks are still required at the head of all parking spaces where curbing is not provided. Revise the plans as needed.**

22. Adjust the parking lot plan to meet the requirements of Chapter 230-20(L) related to landscaped island. Comment Remains – See response to comments 13 and 14. **Addressed.**
23. Label each tenant space and its square footage for each building. **Addressed.**
24. Provide entrance improvements for N. Church Avenue and NW 10th Street. Comment Remains – Clarify what the pavement will be replaced with in the double-diagonal hatch patter areas. **Addressed.**
25. Show the service bay locations on the plan. In addition, show/label all entrances to proposed and existing buildings. Comment Remains – Show existing and proposed building entrances and overhead doors on the site plan. **Addressed.**
26. Provide a grading plan that shows existing and proposed grading/contours. Comment Remains – Provide spot grade for the 3 ADA spaces. **Addressed.**
27. Provide the finished floor elevation for the existing and proposed buildings. **Addressed.**
28. Show the existing and proposed water and sewer infrastructure if the City of Milford is the provider. If the property is supplied by well and septic, please show the location of these facilities. An updated septic approval letter will be required from DNREC before final site plan approval. Comment Remains – The utility plan shall include the full extent of any required extension from existing utilities to and through the project area. **Comment Remains – The existing building has two water services (existing and proposed) as well as a fire service. Clarify if the existing service is to be removed or to remain. If it is to remain, verify the reason for the additional service. A water meter will be needed for the connection along NW Tenth Street either way. Additionally, please see the remainder of this letter for additional utility plan revisions.**
29. Provide preliminary utility plans (Water, Sewer, Storm Drain, Laterals, sewer cleanouts, and water service) with size and pipe type with your next preliminary submission. In addition, show the location of all existing and proposed water meters. Currently no utilities being provided to proposed building B, clarify how this building will be served. Comment Remains – Currently, there is no water service provided for the proposed building. In addition, there is no sanitary sewer provided for the existing building. Also, provide sanitary sewer cleanouts as required**. Comment Remains – Is the sewer to the**

existing building existing or proposed. Clarify this and provide a cleanout 5' from the building and property line.

30. Provide a preliminary lighting and landscaping plan for this project. Refer to Chapter 230-19.8(F) for density requirements, Chapter 230-20(L) for parking lot landscaping requirements, Chapter 230-20(P) for garbage enclosure screening requirements and Chapter 230-22(B) for landscape screening requirements between the property and the adjacent residential use. Comment Remains – Landscape code note 2 indicates required 37 trees and 31 provided trees plus existing vegetation on site. Show and label the existing vegetation on site and add them to the plant schedule. **Comment Remains – Provide a 15-foot easement for the 6-foot-tall fence.**
31. Provide curbing along N. Walnut Street and N. Church Street between the proposed entrance on N. Church Street and the existing curbing at the intersection of 10th Street and N. Walnut Street. Addressed with Comment – Waiver is being requested for the zoning code Chapter 230-20(K). If the waiver is approved the details of the waiver (what was approved, by who, and when) need to be added to the plan. **Comment Remains - Provide approval once the waiver has been approved. Additionally, parking blocks are still required at the head of all parking spaces where curbing is not provided. Revise the plans as needed.**
32. Provide curbing along NW Tenth Street between the entrance shown at the west end of the building and the existing curbing near the intersection of 10th Street and N. Walnut Street. Addressed with Comment – Waiver is being requested for the zoning code Chapter 230-20(K). If the waiver is approved the details of the waiver (what was approved, by who, and when) need to be added to the plan. **Comment Remains - Provide approval once the waiver has been approved. Additionally, parking blocks are still required at the head of all parking spaces where curbing is not provided. Revise the plans as needed.**
33. Dimension the proposed entrance width. Comment Remains. **Addressed.**
34. Label the distance between NW Salevan Place and the entrance on NW Tenth Street. **Addressed.**
35. Provide a pavement detail for the new pavement on site and revise the plans accordingly. **Addressed.**
36. Provide bicycle parking per Chapter 230-20(M) or submit a written waiver request. Comment Remains – List the number of required bicycle parking spaces (per city of Milford zoning code) in the Site Data Table. In addition, provide a detail for the bicycle parking. **Addressed.**
37. Show the installation of 5' sidewalk along the entire road frontage behind the proposed curb along N. Church Street, N. Walnut Street, and NW Tenth Street or submit a written waiver request. Addressed with Comment – The client is requesting a waiver from the required sidewalk along the existing road frontages. If the waiver is approved the details of the waiver (what was approved, by who, and when) need to be added to the plan. **Comment Remains – Provide the date of approval on the cover once obtained. Otherwise, the plans will need to be revised to meet this requirement.**

38. Indicate the type of opaque barrier being used to meet the requirements of Chapter 230-22(B). Addressed with Comment – Provide a detail for the 6' opaque fence. **Comment Remains – Provide the detail for the fence as requested.**
39. The typical trash enclosure detail is not legible. Provide a detail for trash enclosure so the dimensions are legible. **Addressed.**
40. Submit the following for final plan approval:
    a. Provide Fire Marshall Approval. Comment Remains. **Comment Remains.**
    b. Provide KCD Approval. Comment Remains. **Comments Remains.**
    c. Provide DelDOT Approval. Comment Remains. **Comment Remains.**
41. Currently, there is an existing storm drain labeled in the middle of the site south of the existing building. Verify if it is connected to the storm drain system and show the storm drain pipes in the plan view. In addition, show the rim elevation. **Comment Remains – The storm drain system needs to be shown on all sheets if existing. If proposed the system needs to be shown on the site and utility plan. Additionally, the information about the system needs to be provided including inverts, rim elevation, and pipe material, size, and slope. Grading may also be affected. Revise the plans to meet these requirements.**
42. Provide the size and material for the water service, sanitary sewer, and sewer laterals. **Comment Remains – All water mains, water services, sanitary sewer mains, and sewer services (both existing and proposed) are required to list the size and materials. Revise accordingly.**
43. The plans currently are showing underground gas is connected to the existing water main north of the existing building. Correct the line style and revise the plans accordingly. **Addressed.**
44. Show/provide a water meter for the site. An easement shall be dedicated to the City of Milford for the water line up to the water meter if separate water meters are proposed for each tenant/building within the site. **Comment Remains – Currently there are two water services shown to the existing building. One off Walnut Street (existing) and the other off NW 10th Street (proposed). Clarify the need for two services and if both are to remain, they both require a meter. Additionally, the new water service to the proposed building is not labeled to have a meter. All water services are required to be metered and have an easement if needed for the City to have access. Revise accordingly.**
45. Currently, the water service east of the existing building connecting to an existing water meter is shown to enter the site; however, it is not clear if it is connected to the existing building and to the water main. **Comment Remains – See response to comment 44.**
46. Provide utility profiles with the final plan submission. **Comment Remains.**
47. Currently, it is not clear how the sanitary sewer line is connected to the existing sewer line on Walnut Street. **Comment Remains – Provide information on the existing manhole and how the service will connect to that manhole. Additionally, clarify if**

the existing building had an existing sewer service. If so, clarify the need for a new service.

48. **There are existing signs located within the proposed handicap parking spaces that are listed to remain. Clarify how these are to be protected since there is no curbing proposed in this area.**
49. **Provide a signing plan with the final submission. This should include but not be limited to 'do not enter,' 'one way,' 'stop,' 'accessible parking,' etc. signs to control traffic through the site.**
50. **Provide a street label, right-of-way, and entity responsible for maintenance for the street along the west side of the site. Additionally, all rights-of-way shall be dimensioned.**
51. **The Sidewalk along the east of the site appears to exist. However, it is shown as proposed on the site plan and not at all on the existing conditions. If the sidewalk exists, it will need to be shown in grey scale throughout the plans. Verify this sidewalk and revise the plans.**
52. **Provide dimensions on the site plan that prove both the existing and proposed building meet the required 20' building setback along the west of the property.**
53. **Utility details will need to be provided with the Final submission.**
54. **Provide truck turning diagram that prove the proposed dumpster pad location is accessible.**
55. **Currently, there is a proposed low spot to the south of the existing building adjacent to the proposed loading zone space. If there is a storm basin here, please show it. Otherwise, revise the grading to promote positive drainage across the site.**
56. **The grading to the west of the proposed building sheet flows into the side of the structure based on the spots provided. All drainage should flow away from any and all structures. Revise accordingly.**
57. **A loading space is required for the new building and not the existing Meineke building. The proposed building is 6000 sf which requires 1 loading space. The proposed location can be utilized, but the applicant will need to demonstrate the utility of such loading space for the flex/warehouse building.**
58. **Currently, the main sewer that is proposed to service the new building does not have any cleanouts. Additionally, the cleanouts shown on the plan are not in-line. All cleanouts should be along the sewer services and mains (both existing and proposed). Per the City of Milford's Standard Specifications, cleanouts are required every 75 feet and shall be located at the property line for City access. Revise the plans to meet all requirements outlined in the City of Milford's Sanitary Sewer Specifications.**
59. **All sewer laterals are required to have a minimum slope of 2 percent. Provide inverts so slopes can be confirmed or a general note that states this.**

60. **Currently, the utility notes make many references to the Town of Millsboro. Revise the notes to align with the City of Milford Standard Specifications.**
61. **Utility Note 12 states a casing should be used if not enough separation can be provided between the water and sewer. The City of Milford requires concrete encasement. Revise accordingly.**
62. **"S4" label is used on the utility plans but is not provided in the keyed notes section. Verify and revise as needed.**
63. **All water, storm drain, and sewer size, materials, slopes, etc. need to be provided with the Final submission.**
64. **Verify the size of the water main that runs along the west of the site. There is both an 8" fire line and unknown sized water service proposed to come off this main. The main needs to be the same size or larger than any proposed tie-ins.**
65. **If a grease trap is proposed, it must be clearly indicated on the plans.**
66. **Provide a trench detail.**
67. **A final minor subdivision approval is required prior to final site plan approval for the creation of the two parcels.**

If you have any questions or comments regarding this letter, please do not hesitate to contact us at any time.

Sincerely,

Ardalan Faghri,
Senior Design Engineer

Thomas Fruehstorfer
Senior Project Manager

Rob,

Below are DelDOT's comments:

1. No person, firm, corporation or the like shall construct, open, reconstruct, maintain, modify or use any crossing or entrance onto a state-maintained highway, street or road, including any drainage modifications leading into or carried by the highway drainage system, without first having complied with standards and regulations adopted by the Department and having obtained a permit issued by the Department.
2. The developer and designer shall schedule a pre-submittal meeting through DelDOT's PDCA Portal.
3. The project will be required to obtain Record Plan approval at a minimum.

Thank you,

Joshua Schwartz, P.E.
Subdivision Manager
Division of Planning
Delaware Department of Transportation
Phone (302) 760-2768
joshua.schwartz@delaware.gov



KENT CONSERVATION DISTRICT

1679 SOUTH DUPONT HIGHWAY • DOVER, DELAWARE 19901• (302) 608-5370 • WWW.KENTCD.ORG

CITY OF MILFORD
DEVELOPMENT ADVISORY COMMITTEE
APPLICATION REVIEW COMMENTARY
MAY 2023

APPLICATION: KD Properties, LLC at 10 NW 10th St
APPLICATION #: 23-018
REVIEWING AGENCY: Kent Conservation District
CONTACT PERSON: Kate Owens
PHONE: (302) 608 – 5370
EMAIL: stormwater@kentcd.org

THE SUBJECT PROPOSAL HAS BEEN REVIEWED FOR CODE COMPLIANCE, PLAN CONFORMITY AND COMPLETENESS IN ACCORDANCE WITH THIS AGENCY'S AUTHORITY AND AREA OF EXPERTISE. THE FOLLOWING ITEMS HAVE BEEN IDENTIFIED AS ELEMENTS WHICH NEED TO BE ADDRESSED BY THE APPLICANT:

Source: 2019 Delaware Sediment and Stormwater Regulations

REQUIREMENTS:

1. As the disturbance for this site will exceed 5,000 square feet, a detailed sediment and stormwater management plan must be reviewed and approved by Kent Conservation District prior to any land disturbance (i.e. clearing, grubbing, filling, grading, etc.). The review fee and a completed Application for a Detailed Plan are due at the time of plan submittal to the District's office.
2. A pre-application meeting must occur prior to submitting a sediment and stormwater detailed plan application.
3. The following notes must appear on the record plan:
   - The Kent Conservation District reserves the right to enter private property for purposes of periodic site inspection.
   - The Kent Conservation District reserves the right to add, modify, or delete any erosion or sediment control measure, as it deems necessary.
   - A clear statement of defined maintenance responsibility for stormwater management facilities.

ADVISORY COMMENTS TO THE APPLICANT:

1. A letter of no objection to recordation will be provided upon approval of a Sediment and Stormwater Management Plan.

City of Milford, Delaware
Development Advisory Committee

Comment Sheet

****

DATE OF REVIEW: May 23, 2023

REVIEWING AGENCY: **Delaware State Fire Marshal's Office, Sussex Office**

INDIVIDUAL REVIEWERS: **Duane T. Fox, CFPS, CFPE, CFI, Asst. Chief Technical Services**
William C. Kelly, CFI, Sr. Fire Protection Specialist

AGENCY PHONE NUMBERS: **302-739-4394, Fax: 302-739-3696**

RE: KD PROPERTY LLC (23-018)

The reasons and conditions applied to this project and their sources are itemized below:

****

At the time of formal submittal, the applicant shall provide; completed application, fee, and three sets of plans depicting the following in accordance with the Delaware State Fire Prevention Regulation (DSFPR):

a. **Fire Protection Water Requirements**:
   - Water distribution system capable of delivering at least 1500 gpm for 2-hour duration, at 20-psi residual pressure is required. Fire hydrants with 800 feet spacing on centers. (Storage)
   - Where a water distribution system is proposed for the site, the infrastructure for fire protection water shall be provided, including the size of water mains for fire hydrants and sprinkler systems.

b. **Fire Protection Features:**
   - All structures over 10,000 sqft aggregate will require automatic sprinkler protection installed.
   - Buildings greater than 10,000 sqft, 3-stories or more, over 35 feet, or classified as High Hazard, are required to meet fire lane marking requirements.
   - Show Fire Department Connection location (Must be within 300 feet of fire hydrant), and detail as shown in the DSFPR.
   - Show Fire Lanes and Sign Detail as shown in DSFPR

c. **Accessibility**
   - All premises, which the fire department may be called upon to protect in case of fire, and which are not readily accessible from public roads, shall be provided with suitable gates and access roads, and fire lanes so that all buildings on the premises are accessible to fire apparatus. This means that the access road to the subdivision from NW Tenth Street must be constructed so fire department apparatus may negotiate it.

- Fire department access shall be provided in such a manner so that fire apparatus will be able to locate within 100 ft. of the front door.
- Any dead-end road more than 300 feet in length shall be provided with a turn-around or cul-de-sac arranged such that fire apparatus will be able to turn around by making not more than one backing maneuver. The minimum paved radius of the cul-de-sac shall be 38 feet. The dimensions of the cul-de-sac or turn-around shall be shown on the final plans. Also, please be advised that parking is prohibited in the cul-de-sac or turn around.
- The use of speed bumps or other methods of traffic speed reduction must be in accordance with Department of Transportation requirements.
- The local Fire Chief, prior to any submission to our Agency, shall approve in writing the use of gates that limit fire department access into and out of the development or property.

d. **Gas Piping and System Information:**
   - Provide type of fuel proposed and show locations of bulk containers on plan.

e. **Required Notes**:
   - Provide a note on the final plans submitted for review to read "All fire lanes, fire hydrants, and fire department connections shall be marked in accordance with the Delaware State Fire Prevention Regulations"
   - Proposed Use
   - Alpha or Numerical Labels for each building/unit for sites with multiple buildings/units
   - Square footage of each structure (Total of all Floors)
   - National Fire Protection Association (NFPA) Construction Type
   - Maximum Height of Buildings (including number of stories)
   - Note indicating if building is to be sprinklered
   - Name of Water Provider
   - Letter from Water Provider approving the system layout
   - Provide Lock Box Note (as detailed in DSFPR) if Building is to be sprinklered
   - Provide Road Names, even for County Roads

Preliminary meetings with fire protection specialists are encouraged prior to formal submittal. Please call for appointment. Applications and brochures can be downloaded from our website: www.statefiremarshal.delaware.gov, technical services link, plan review, applications or brochures.

THIS DOCUMENT IS INFORMATIONAL ONLY, AND DOES NOT CONSTITUTE ANY TYPE OF APPROVAL FROM THE DELAWARE STATE FIRE MARSHAL'S OFFICE

§ 230-14. C-3 Highway Commercial District.

In a C-3 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

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

B. Permitted uses. Permitted uses for the C-3 District shall be as follows:

(1) Those permitted uses in the C-2 District.

(2) Warehouses.

(3) Large retail outlets.

(4) Indoor storage accessory building.

(5) Fast-food restaurants and drive-in restaurants.

(6) Supermarkets.

(7) Truck and trailer rentals.

(8) Roadside produce market.

(9) Outdoor commercial recreational facilities, not motorized vehicles.

(10) Swimming club.

(11) Indoor facility for amusement or assembly.

(12) Bus station.

C. Conditional uses subject to special requirements. All uses specified as conditional uses in the C-2 zoning district and the following uses are permitted subject to receiving a conditional use permit by the City Council as provided in Article IX of this chapter:

(1) Motels or hotels.

(2) Commercial greenhouse.

(3) Wholesale establishment.

(4) Contractors', craftsmen's or general service shops, including welding and similar shops.

(5) Laboratory, testing and research.

(6) Automotive sales.

(7) Automotive repair, subject to the following special requirements:

(a) All facilities shall be located and all services shall be conducted on the lot.

(b) All repair work shall be conducted within an entirely enclosed building.

(c) No equipment for the service of gasoline or oil shall be placed closer to any street or property line than 20 feet.

(d) No portion of such structure or its equipment shall be located within 500 feet of the premises of any school, hospital, church or public recreation building.

(e) No service station shall be located within 800 feet of another service station on the same side of the street within the same block.

(f) Any such use shall be permitted only where it is determined that it will not materially interfere with the main pedestrian movement in conjunction with a compact retail area.

(8) Shopping center, subject to the following site requirements:

(a) The total shall not be less than one acre.

(b) Traffic and parking.

[1] The internal circulation of traffic shall be separated from the external street system, and pedestrian and vehicular traffic shall be separated through traffic control devices and appropriate site design.

[2] The minimum distance between accessways and a residential district shall be 50 feet.

[3] Spacing of accessway.

[a] From adjoining property: 50 feet.

[b] From minor intersections: 50 feet.

[c] From major intersections: 100 to 150 feet.

(c) Setback.

[1] From street right-of-way: 15 feet.

[2] From nonresidential districts: 15 feet.

[3] From residential districts: 100 feet.

(9) Car wash.

(10) All uses permitted in the R-3 Zoning District subject to its area regulations.

(11) Business, commercial or industrial uses that do not adversely affect neighboring properties.

(12) Aquarium.

D. Area regulations.

(1) Minimum lot area shall be one acre.

(2) Maximum lot coverage shall be 80%.

(3) Minimum lot width shall be as follows: for an interior lot 150 feet and for a corner lot 170 feet.

(4) Height of buildings shall not exceed 35 feet, with the following exception: a motel, hotel, or aquarium may be erected to a height not exceeding 60 feet.

(5) Minimum front yard setback shall be 30 feet.

(6) Side yards shall be provided as follows: each lot shall have two side yards a minimum of 20 feet with a minimum aggregate width of two side yards of 50 feet.

(7) Minimum rear yard shall be 50 feet.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Landscape screening shall comply with the requirements provided in Article V of this chapter.

(10) Signs shall comply with the requirements provided in Article VI of this chapter.

(11) Accessory structures in aggregate shall occupy no more than 30 percent of the required rear and side yard of the lot area and may not dominate in area, extent or purpose to the principal use or structure. The area of the principal structure shall be calculated using the definition of floor area in this chapter.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures for residential uses shall be located at least 5 feet from the rear lot line and at least 5 feet from the side lot line and shall not be located less than 10 feet from a principal structure.

(14) Accessory structures for non-residential uses shall meet the principal use setbacks and shall not be located less than 5 feet from a principal structure.

[Ord. No. 2022-06, 1-24-2022]

§ 230-42. Multiple permitted uses and mixed uses.

In any and all zoning districts, multiple permitted uses or mixed use of a property shall be deemed a conditional use subject to special requirements.

[Ord. No. 2022-06, 1-24-2022]

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

Planning Commission Hearing: Tuesday, June 17, 2025 @ 6:00 p.m.
City Council Hearing: Monday, July 14, 2025 @ 6:00 p.m.

NOTICE IS HEREBY GIVEN that the proposed Ordinance is currently under review by the City of Milford Planning Commission and City Council. City Council has the option to approve or deny the application. By not adopting the ordinance, City Council will deny the application. By adopting the ordinance, City Council will approve the application and the reason for the language being written in the affirmative. This form of writing is not used to influence any decision of City Council:

ORDINANCE 2025-11

Preliminary Conditional Use Application of KD Properties, LLC
4.59 +/- acres of land located along the southwest corner of
NW Tenth Street and N Walnut Street
Address: 10 NW Tenth Street
Comprehensive Plan Designation: Commercial
Zoning District: C-3 (Highway Commercial District)
Present Use: Automotive Service
Proposed Use: Automotive Service and Flex Warehouse
Tax Parcel: MD-16-174.18-01-15.00

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for a Preliminary Conditional Use to construct a 6,000 square foot warehouse building containing 5 tenant spaces and proposes to subdivide the existing 4.59-acre parcel into two parcels; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing on June 17, 2025; and

WHEREAS, Milford City Council will hold a Public Hearing on July 14, 2025 to allow for public comment and further review of the ordinance; and

WHEREAS, it is deemed in the best interest of the City of Milford to approve the Preliminary Conditional Use, as herein described.

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

Section 1. Chapter 230-42(B) states “four or more non-residential permitted uses or tenant spaces on a property zoned C-2, C-2A, C-3, OC-1 and H-1 requires a conditional use approval from City Council.”

Section 2. Chapter 230-14(C)(5) states “business, commercial or industrial uses that do not adversely affect neighboring properties” may be permitted subject to receiving a conditional use permit from City Council.

Section 3. Following adoption of Ordinance 2025-11, and upon the effective date, KD Properties, LLC is hereby granted a Preliminary Conditional Use to construct a 6,000 square foot warehouse building containing 5 tenant spaces and subdivision of existing parcel into two parcels.

Section 4. Construction or operation shall commence within one year of the date of issuance of the permit otherwise the conditional use becomes void.

Section 5. Dates.
City Council Introduction: June 9, 2025
Planning Commission Review & Public Hearing: June 17, 2025
City Council Public Hearing: July 14, 2025
Effective: Ten Days following Adoption

For additional information, please contact Rob Pierce in the Planning & Zoning Department either by e-mail at RPierce@milford-de.gov or by phone at 302.424.8396.

Advertised: Daily State News 05/18/2025

OFFICE OF THE CHIEF OF POLICE
CECILIA E. ASHE
cecilia.ashe@cj.state.de.us

THE CITY of Milford DELAWARE

401 NE Front Street
Milford Delaware 19963
302.422.8081 Fax 302.424.2330

TO: Mayor and Members of City Council

FROM: Chief Cecilia E. Ashe

DATE: July 1, 2025

RE: Activity Report for June 2025

In the month of June, the Milford PD responded to 1434 calls for service.

Chief and Police Command Staff:

- Throughout the month of June, the 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 meetings with Department Heads, and PD Staff meetings. The 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.

MPD Activities for the Month

Community Engagement:

- Command Staff and Officers participated in the City of Milford's "Touch-A-Truck" event that was held in Downtown Milford. Even with the poor weather, we still made the best of it and the community really enjoyed the event.



- K9 Mason, S/Cpl. Kosorowski, K9 Kai and S/Cpl. Badger were able to participate in the Annual "Rally For First Responders" held at Hudson Fields. They enjoyed spending time with all of those who support the public safety community and were able to show off the capabilities of the

canine unit. They also had the opportunity to meet and talk with "DJ" Daniel. DJ is currently battling terminal brain and spinal cancer and his dream is to be a police officer! DJ at age 13 has been sworn-in as an honorary member in over 1,351 different police departments!





- June marked the end of the 2024-2025 school year. Our School Resource Officers attended many fun end-of-the-year events for the students during the school day. Socializing with the students in these relaxed atmospheres helps build better relationships with our children. They also participated in the end of the year celebrations at the various bus platforms through the district, cheering the students off to a great summer.

- Officers participated in the Annual Torch Run for Special Olympics Delaware. We also had a large support of community organizations and businesses team up with us to raise money for the event!



- K9 Mason, S/Cpl. Kosorowski, K9 Kai and S/Cpl. Badger completed a K9 demonstration at the All-Wheels Car Show at the Delaware State Fairgrounds.



- K9 Kai and S/Cpl. Badger completed a K9 demonstration at the Lewes Community Center during a Service Dog Meeting.

- The Chief and Command Staff attended the Juneteenth Celebration in Bicentennial Park. Officers cooked hotdogs for the kids that were present for the event. We were honored to join other area sponsors with donating water and cooking hotdogs for the hundreds of children in attendance. We are also appreciative of Walmart- Milford for the donation of hotdogs and hotdog buns for the event.



<u>Community Room</u>:

- We had twelve (12) organizations use the community room in June.

<u>Training and Professional Development</u>:

- One officer attended Commercial Motor Vehicle (CMV) Interdiction training held at the Delaware State Police Training Academy.

- One officer attended the At-Scene Traffic Crash/Traffic Homicide Investigation training held online with the Institute of Police Technology and Management.

- Two Officers attended Advanced Interview and Interrogation Techniques training held at the Delaware State Police Training Academy.

- One Officer attended the FBI LEEDA 5-Star Chief Executive Institute training held at the Smyrna Police Department.

- One Officer attended ALERRT AAIR Training held at the Ocean View Police Department.

Recognition:

- Promotion to Senior Corporal – Brian Medley

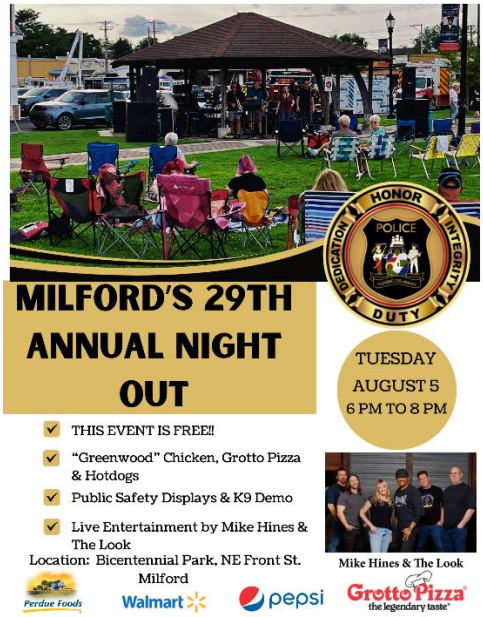


- Promotion to Corporal Aline Check-Guzman



Upcoming Event:

- Milford's Annual Night Out, August 5, 2025



Behavioral Health Unit:

Milford Police Department – June 2025 BHU Statistics
Jenna Haines, LCSW, MSW, DE-CMHS
Gregory Bisset, LCSW, C-AADC
Danielle Blackwell, LMSW
Alyssa Lucas, MSW, LBSW
Watara Heath, LMSW, MA
Rachel Gray

Dates	Hours Worked	Meetings Attended/Hosted	Trainings Attended	# of NEW Contacts	New Contact Notes	# of Diversions from Arrest	# of Diversions from ER	# of Follow-Ups
June 1-June 8, 2025	**102.5**	1. Rural Subcommittee Meeting	1. Domestic Violence Resources Training 2. NAMI/MPD BHU Community MH Training & Narcan Training	**15**	**Referrals to Services:** 10-81 Check the Welfare Public Assistance Homeless Resources	**0**	**3**	**10**
June 9-June 15, 2025	**87**	1. Opioid System of Care Meeting 2. Delaware CJC COSSUP Clinician Meeting	1. Chronic Suicidality Training 2. Veterans & PTSD Training	**11**	**Referrals to Services:** 10-81 Check the Welfare Assist Other Agency	**1**	**3**	**9**
June 16-June 22, 2025 **Th: Juneteenth**	**76**	N/A	1. Risk Assessment Training	**10**	**Referrals to Services:** Medical Assist Check the Welfare Public Assistance	**1**	**1**	**7**
June 23-June 29, 2025	**84**	1. Division of Public Health Meeting	1. Disability Resource Training	**9**	**Referrals to Services:** Check the Welfare Public Assistance Miscellaneous Investigation	**1**	**1**	**6**
6/30/2025	**14**	N/A	N/A	**4**	**Referrals to Services:** 10-81 Check the Welfare	**1**	**0**	**2**
Totals:	**363.5**			**49**		**4**	**8**	**34**
Year to Date Totals:	**2131**			**278**		**24**	**40**	**187**
Overall Totals:	**12321.9**			**1950**		**172**	**246**	**1644**

Social Media/Public Information Update:

Our Facebook page had 461 new followers for a total following of 17,544. Currently our followers are 35% male and 65% female. Posts during the month were viewed 1.1 million times and reached 225,350 people. Our top viewed and top reached post for June was the news release regarding the serious crash that occurred at Dollar Tree on June 7th. It had a reach of 241,747 people and was viewed 132,012 times.

Our Instagram account had 23 new followers for a total following 2,478. Currently our followers are 40% male and 60% female. Posts during the month were viewed 54,695 times and reached 6,949 people.

Our Twitter followers are 1,444.

We did not have any Nextdoor posts during the month. Nextdoor reaches 3,713 members according to statistics provided by the website.

MPD News Releases:

June 3, 2025: Student Arrested on Gun Charges

https://www.milfordpolicede.org/news/Student-Arrested-on-Gun-Charges-.htm

June 7, 2025: Milford Police Investigating Serious Crash

https://www.milfordpolicede.org/news/Milford-Police-Investigating-Serious-Crash.htm

June 10, 2025: Motel Dispute Results in Drug Arrest

https://www.milfordpolicede.org/news/Motel-Dispute-Results-in-Drug-Arrest.htm

June 11, 2025: Juvenile Arrested in Armed Robbery Investigation

https://www.milfordpolicede.org/news/Juvenile-Arrested-in-Armed-Robbery-Investigation-.htm

June 19, 2025: Milford Police Investigating a Shooting Incident

https://www.milfordpolicede.org/news/Milford-Police-Investigating-a-Shooting-Incident-.htm

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

THE CITY of Milford DELAWARE

Katrina L. White, MMC
O 302.422.1111 | F 302.424.3558
www.cityofmilford.com

DATE: July 1, 2025
TO: Mayor and Members of City Council
FROM: City Clerk Katrina White
RE: June 2025

June was a very busy month for our office, as we've been inundated with Requests for Information. A significant amount of time has been spent fulfilling these requests due to their voluminous nature. Additionally, multiple departments are also dedicating considerable time to assisting in fulfilling these requests. We also continue to work with other municipalities aiding and the sharing of information. In addition, the Clerk's Office also completed these items this month:

- Both DCC Velazquez and I attended the Delaware Municipal Clerks Association quarterly meeting in Dewey Beach, DE
- HR Director Jamesha Williams and I continued to work with the City Manager Fellows Program at UDel to obtain an intern to work with the clerk's office this summer.
- DCC Velazquez and I attended the retirement celebration that was held for City Manager Mark Whitfield on June 11, 2025.
- I attended a meeting along with Mayor Culotta, Vice Mayor James, Acting City Manager Whitfield and incoming City Manager Chris Coleman with Attorney Greg Morris from Liguori & Morris.
- I met with incoming City Manager Chris Coleman on June 25, 2025.
- DCC Velazquez and I attended a Diligent Community Software Webinar on June 25, 2025.
- I attended the staff meetings where council meeting agendas and departmental information were shared.
- Deputy City Clerk Valezquez continued to provide translation services for other departments as needed.

Monthly Activities
Requests for information are still coming in and I continue to work with other Delaware municipalities assisting with policy, procedural, and related information.

- ❖ FOIA Requests to Date (65)
- ❖ Coordination of FOIA issues with City Departments to ensure Compliance
- ❖ Prepared Agendas & Packets for:

Council Meetings – June 2, 5, & 9 Budget Hearings, June 16 Workshop, & June 23 Council Meeting

Board of Adjustment – June 12

Planning Commission – June 17

- Prepared Public Notices (2)
- Transcribed and Proofread Minutes (3)
- Executive Sessions Year to Date (12)
- Notary Public Services Provided (0) (Public)
- Proclamations Created Year to Date (12)
- Resolutions Created Year to Date (9)
- Special Event Submissions to Date (26)
- Special Event Permits Issued (6)

Special event applications continue to be submitted for processing. DCC Velazquez dedicated a great deal of time and effort working with applicants and other city departments and outside agencies to ensure proper preparation and direction. A list of upcoming events in 2025 follows:

Permit #	Organization	Event Name	Event Date
2025 26	Word of Life Community Church	Take it to the Streets	7/18/2025, 7/19/2025, 7/20/2025
2025 25	Bryan Shupe	Touch a Truck	9/11/2025
2025 24	Delaware Hospice Inc	Car Show	8/9/2025
2025 23	AIM Church	Praises in the Park	6/21/2025
2025 22	Katrina Wilson	Juneteenth Celebration	6/19/2025
2025 21	Bibi's	Bibi's 11 Anniversary Celebration	6/21/2025
2025 20	Village of Hope America Inc	Summer Kickoff	6/21/2025
2025 19	Milford Advocacy for the Homeless	Free Community Event	7/12/2025 & 10/4/2025
2025 18	City of Milford	Touch-a-truck	6/7/2025
2025 17	DMI	First Friday	6/6/25, 7/4/2025, 8/1/2025, 9/5/2025, & 10/3/2025
2025 16	American Foundation for Suicide Prevention	Milford Delaware Out of the Darkness Walk	10/18/2025
2025 15	Milford Senior Center Inc	Bloodmobile Blood Drive	7/22/2025
2025 14	Boys & Girls Club	Easter Eggstravaganza	4/25/2025
2025 13	Milford Library	Music in the Park	6/25/25, 7/2/25, 7/9/25, 7/16/25, 7/23/25, 7/30/25
2025 12	Mike Savage	Wheels for Meals	5/17/2025
2025 11	Chamber of Commerce for Greater Milford	Riverwalk Freedom Festival	9/20/2025
2025 10	Milford Advocacy for the Homeless	Free Community Event	4/5/2025
2025 09	Milford High School	Senior Cruise	5/27/2025
2025 08	Boys & Girls Club of DE	The Goat Run 5K	6/20/2025
2025 07	Anchor Church	Milford Movie Night	~~4/12/2025~~
2025 06		BH Milford Community Reunion	8/2/2025
2025 05	Dolce	Coffee & Cars	5/17/2025
2025 04	DMI	Bud & Bug Festival	4/26/2025
2025 03	Milford Little League	Parade	4/11/2025
2025 02	DMI	Riverwalk Farmers Market	5/3/2025-12/20/2025
2025 01	Burris Logistics	100 Year Celebration	7/17/2025

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

THE CITY of Milford DELAWARE

PHONE 302.422.1111
FAX 302.424.3553
www.cityofmilford.com

To: City Council and Mayor
From: Mark A. Whitfield, City Manager
Subject: June 2025 Monthly Report
Date: July 10, 2025

2026 Budget

Much of the month was spent finalizing the FY2026 Operating Budget with City Department Heads along with Sandra Peck, Lou Vitola and Kevin Gaboriault.

Riverwalk Villas

I attended the groundbreaking for the Riverwalk Villas project located at the intersection of Mispillion Street and Marshall Street. This will be a great workforce housing project made affordable through various state grants and partnerships.

DEMEC Joint Council Briefing

Several councilmembers, the mayor and I attended the annual DEMEC joint council briefing where DEMEC CEO covered a number of the legislative issues that may impact the future cost of electricity for DEMEC members.

Sussex County Association of Towns

I along with several councilmembers and the mayor attended the June SCAT dinner hosted by Millville. The speaker was Doug Hudson of the Sussex County Council.

DELDOT 113 Lighting Project

US 113 through Milford has been designated as a high crash area by the state. DelDOT is considering a number of safety improvements, including an increase in street lighting. I met with DelDOT to review the lighting proposal which will add lighting from Buccaneer Boulevard to DE 14 intersection.

IBEW

Tony, Jamesha and I met with members and representatives of IBEW regarding ambiguity in some of the contract language. We are working with the union to develop clearer language that will satisfy both parties.

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

THE CITY of Milford DELAWARE

DIRECTOR WILLIS L. SHAFER
O 302.422.1110, EXT 1173
Cell: 252-267-0461
wshafer@milford-de.gov

TO: Mayor and City Council

FROM: Willis Shafer, Public Works Director

DATE: July 1, 2025

RE: June 2025 – Public Works Department Staff Report

The following are some highlights of what public works staff have done during the month of June.

- The public works director has been working with KCI on numerous CIP projects.
- The public works director has been working with KCI on improving the new development management process
- The Engineer team responded to 21 ROW, 17 backfill, 16 water backfill and 14 utility permit reviews.
- The development coordinator reviewed 15 electric permits and scheduled field inspections for 9 residential developments and 11 commercial projects.
- The road rehabilitation contractor installed 20 new water services, 209 lf of watermain and placed 1200 tons of asphalt on S Washington.
- Fleet, completed 51 workorder, 16 were police vehicles
- Facilities, completed quarterly fire inspection.
- Facilities, completed the annual HVAC maintenance contract.
- Water and Sewer, crews performed monthly Bac-T sampling.
- Water and Sewer, installed a new muffin monster motor at the Windward station.
- Water and Sewer, managed the Washington and Tenth Street water tower painting projects.
- Streets, performed pavement marking along Washington, Church, Maple and SE Front.
- Streets, repaired water leak at 605 Lakeview.
- Streets, cleaned 100 storm drains.
- Refuse, delivered 22 new containers, replaced 70 containers and repaired 10 containers.

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

THE CITY of Milford DELAWARE

Anthony J. Chipola III, Electric Director
PHONE 302.422.6616, Ext 1137
achipola@milford-de.gov

To: Mayor and City Council
From: Anthony Chipola, Electric Director
Subject: June 2025 Electric Dept Staff Report
Date: July 8, 2025

Director's Office

- Met w/ DELDOT to review new roadway lighting plans for Rte 113
- Battery Storage Project Updates
  - Discussed interconnection study requirements with LightShift
  - Reviewed Land Lease agreement
- Attended DELDOT Kent / Sussex Monthly Mtg
- Met with BayHealth to review and discuss updated dark fiber lease agreement
- Participated in Capital Projects Mtg
- Attended monthly AMI call with AMP
- Participated in Milford Corporate Center Progress Mtg
- Met with IBEW to review potential need for MOU
- Held Supervisors Mtg to discuss employee development
- Attended DEMEC Quarterly Board Mtg
- Facilitated Delivery 2 Substation Relay Upgrades
  - Systematically de-energized distribution circuits
  - Coordinated with Solar Facility
- Participated in Interview for 1st Class Line Technician opening
- Met with Vendor for new Bucket Truck purchase
- Participated in Monthly Dept Head Mtg
- Attended Development Status Review mtg

Electric Lines

- Participated in Touch-a-truck event with 2 trucks and provided promotional and educational information
  - Keith Knotts, Jay Clark, Gabe Wagner, Sean Barnes, Shelly Muise
- Verified operation of park outlets for Juneteenth event
- Attended Vendor Expo at WESCO facility
- Continued construction activities for New Business
- Developed various estimates for new developments
- Responded to various outages

Technical Services and Engineering

- Worked with IT department to plan the decommissioning of the MVRS radio meter reading computer and software
- Worked with AMP to test and install photocell AMI repeaters in Woodshaven development to read water meters
- Troubleshot and repaired issue with pump soft starts at Washington St pump station
- Assisted water dept in Identifying and replacing bad power supply at Watergate lift station
- Used AMI data to identify power quality issues with multiple services
    - Able to dispatch the line crew and make repairs before customer realized they had an issue
- Reviewed lighting layout for US 113 DELDOT project
- Mapped out fiber/splices on GIS map and working to add to fiber application
- Assisted with replacing the damaged CT and wiring for IG BURTON & CO INC

System Modernization Strategy Update:

Critical Path(s):

Finalization of Electrical Infrastructure Mapping

Continue auditing power quality issues identified through Meter Data Management tool (ie voltage events)

Working with AMP to determine what tools are available in the MDM platform

May require additional programing and support from IPKeys.

Next Steps:

Engage Engineering Consultant on leveraging current systems and infrastructure for CVR implementation and develop scope of work.

EV Charger Statistics	Previous Month	**Current Month**
Unique Drivers	62	**87**
# of Sessions	395	**319**
Energy Delivered (MWh)	10	**9.36**

Total Avoided Greenhouse Gas Emissions: 65,482kg

Electric Department -June 2025	June 2024	**June 2025**	FY24 YTD (07/01/23-06/30/24)	**FY25 YTD** ***(07/01/24-06/30/25)***
Electric Department				
Trouble Service Call	47	**15**	356	**353**
Work Orders Completed	69	**41**	600	**756**
Outages	15	**6**	92	**81**
LED Street Lights Replaced	3	**1**	55	**49**
New Service Install	12	**3**	112	**147**
Poles Replaced	0	**1**	21	**27**
After Hours Calls	24	**10**	187	**159**
Vegetation Control (Days)	ASPLUND	**5**	15	**26**
Technical Services Division				
New Electric Service Installed/Meter Set	45	**20**	262	**362**
New Water Service Installed/Meter Set	12	**25**	115	**258**
Electric Meter Replacement	2	**8**	54	**88**
Water Meter Replacement	78	**65**	741	**692**
Work Orders Completed	349	**302**	5,791	**4,214**
After Hours Calls	12	**6**	53	**84**

6 documented outages; 2 tree limbs, 1 bird, and 3 equipment failure (2 likely heat related).

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

THE CITY of Milford DELAWARE

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

TO: Mayor and City Council

FROM: Rob Pierce, AICP - Planning Director

DATE: July 2, 2025

RE: June 2025 – Planning Department Staff Report

- During the first six months of the 2025 calendar year, the City has issued 89 new residential dwelling construction permits.
- The City of Milford has seen 267 projects with a committed investment of over $38.9 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 $4.6 million in grant funds for both large and small commercial and residential projects in Milford. The City has waived over $1.2 million 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). Enclosed is a copy of the completed annual DDD report that the City must submit to the State Delaware.
  https://maps.milford-de.gov/portal/apps/webappviewer/index.html?id=4ae5fcb23f0c466b924cecc41fc1db46
- The Planning Commission will not meet during the month of July.
- The Board of Adjustment will review a variance application regarding the placement of a shed in the Milford Ponds development at their July meeting.
- The City reviewed a final site plan resubmission for the Mispillion Apartments II project and granted final site plan approval.
- The City reviewed a final site plan resubmission for the Mavis Discount Tire project and granted final site plan approval.
- The City reviewed a preliminary site plan resubmission for a Dollar General to be located on Windward Boulevard and placed the item on the August Planning Commission agenda for review. There is a variance associated with the site plan which has been placed on the August Board of Adjustment agenda for review.
- The City received a preliminary major subdivision resubmission for Carlisle Lane, LLC and have placed the application on the August Planning Commission and City Council agendas for review.
- The City received a final site plan resubmission for the PUGS2, LLC – Phase I project and is currently reviewing the plans.
- The City received a preliminary site plan resubmission for the PUGS2, LLC – Phase II project and is currently reviewing the plans.
- The City reviewed a final site plan submission for the Reserve at Herring Branch project and provided plan review comments to the applicant.

- The City received a preliminary major subdivision resubmission for Cypress Hall Phase III and is currently reviewing the plans.
- The City received a preliminary major subdivision application for Cypress Hall Phase IV and is currently reviewing the plans.
- The City received a preliminary major subdivision application for Cypress Hall Phase V and is currently reviewing the plans.
- The City reviewed a resubmission of construction plans for Brightway Commons improvements and granted approval of the construction plans.
- The City reviewed a preliminary major subdivision application for 609 N Walnut LLC and provided plan review comments to the applicant.
- The City received a preliminary conditional use site plan application for CCTGL Properties, LLC and provided plan review comments to the applicant.
- The City received an annexation request from Iglesia Pentecostal La Senda Antigua Milford, Inc. for the annexation of a property along Johnson Road adjacent to Windward Grove for the construction of a new church and is processing the application.
- Staff attended the Milford Corporate Center progress meeting.
- Staff with assistance from the Dover/Kent MPO and the University of Delaware Grant Assistance Program submitted a Safe Streets for All (SS4A) implementation grant application for improvements associated with the 10th Street/N. Walnut Street intersection.
- Staff attended the Riverwalk Villas groundbreaking ceremony.
- Staff attended the bi-monthly Dover/Kent County Metropolitan Planning Organization (MPO) Technical Advisory Committee (TAC) meeting.
- Staff met with representatives from DNREC to discuss land use and transportation strategies for the upcoming 2025 Delaware Climate Action Plan.
- Staff continues residential rental inspections in Ward 2. Violations letters are being sent this month for properties that have not scheduled their rental inspections.
- Staff continues to prepare materials for the City's Downtown Development District renewal application. 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.
- 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:

	Count
New Cases	64
Cases Closed	25
Open Cases at Start of Period	262
Open Cases at End of Period	304

*157 violations are for grass/vegetation which remain open the remainder of the calendar year.

Violation Activity:

New Violations Cited	Count
Animals	0
Building	2
Exterior Property Areas	6
Exterior Structure	3
Floodplain	0
Interior Structure	0
Legacy	0
Licensing	0
Noise	0
Residential Rental	0
Right-of-Way	0
Rubbish	2
Sidewalk	0
Unregistered/Inoperable Vehicle	3
Vegetation	47
Zoning	1
Total	64

Rental Licenses Issued: 13
Contractors Licenses Issued: 23
Business Licenses Issued: 12

Building Permits Issued:

Permits Issued by Type	Count
Roof	13
Fence	11
New Single-family Detached	7
Townhouse	7
Deck	4
Renew/Extend Existing Permit	4
Electric	3
Residential Exterior Renovation	3
Demolition	2
Solar Part II	2
Sewer	2
Water	2
Commercial Accessory Structure	1
Commercial Interior Renovation	1
Commercial Tenant Fit-out	1
Pool/Spa	1
Right-of-Way Permanent Use	1
Siding	1
Sign	1
Temporary Trailer	1
Total	68

Inspections Performed:

Inspections Performed by Type	Count
Footing	19
Foundation Wall	19
Slab	20
Waterproofing	14
Foundation As-built	28
Framing	33
Dry-in	15
Insulation	9
Energy Final	1
Final	69
Residential Rental	67
Total	294

PARKS & RECREATION DEPARTMENT
207 Franklin Street
Milford, DE 19963

PHONE 302.422.1104
FAX 302.422.0409
www.cityofmilford.com

TO: Mayor and City Council

FROM: Brad Dennehy-Parks and Recreation Director

DATE: 07/08/2025

RE: June 2025 – Parks and Recreation Staff Report

Parks

- Completed weekly refuse collection at all citywide trash and recycling receptacles.
- Maintained grass at all city-owned properties.
- Park staff assisted the Rotary club with removing the "Flags for Heroes" at Bicentennial Park, which meant the grass could be cut and the park returned for public use.
- Continued to irrigate at Tony Silicato Memorial Park by activating water reels to ensure fields were adequately watered.
- Staff participated in the "Touch a Truck" event and displayed several pieces of equipment, including letting kids operate the new water truck for watering flowers.
- Inspected all three playgrounds with the City's playground inspector from the insurance company. A report will be generated, and any outstanding issues will be addressed.
- Seasonal staff continued watering all flowers throughout the city, and de-weeding flower beds as necessary.
- Planted a new tree on Walnut Street at a request from a business owner and installed a new tree grate.
- Shrubs outside the Jesus Love Temple were trimmed, as were all the shrubs in Bicentennial Park in preparation of the Juneteenth celebration.
- Cut back a large area of vegetation around Lear Hall.
- Staff trimmed all the sidewalks on Walnut Street and Northeast Front Street in preparation for the "First Friday" event.

- Addressed and resolved approximately three department-assigned issues via the SeeClickFix app.

- Staff assisted with the third annual Juneteenth event held in Bicentennial Park by supplying a portable stage, installing extra trash cans, hanging Juneteenth flags and assisted with installing barricades. Although the City was closed for the holiday, seasonal staff worked the event by assisting with trash collection.

- Continued to oversee the submission and approval of multiple Tyler Minus work orders.

- Obtained and recorded mileage for all Parks & Recreation vehicles.

Other

- Director participated in the council's review of the operating and capital budget.
- Director participated in the biweekly department head meetings.
- Director attended the City Manager's retirement party at Big Oyster restaurant and hosted as MC.
- Director continued to work on capital projects.
- Director submitted on behalf of the city for an extension of additional ORPT grant funding with DNREC.

Recreation

Summer Program Information

Our summer Programs begun in early June.

- **Pickleball League**
  - Began on June 9th.
  - Our summer pickleball league hosts a record number of players with over 20 teams.
  - With a combination of returners and new players, we are confident that pickleball will continue to flourish as one of our most successful adult programs.

- **Summer Fun Club**
  - Summer Fun Club completed its first week.
  - The week was full of new experiences for staff and participants.
  - Trips to Killens Pond water park, and the White-water Mountain water park kept everyone nice and cool during the first blazing hot first week.
  - New staff members have adjusted quickly to the expectations of the program and have thus proven they are up for the task.

Summer Programs

Summer Program Dates

- Summer Fun Club – Start: June 23 – August 1 Length (6 weeks)
- Basketball Camp – Start: July 28 – July 31 Length (1 week)
- Flag Football Camp – Start: August 4 – August 7 Length (1 week)
- Soccer Camp – Start: June 28 – July 3 Length (1 week)
- Pickleball Camp – Start: August 11 – August 14 Length (1 week)
- Pickleball League – Start: June 9th – July 28th Length (8 weeks)











REGISTER HERE | WEBTRAC.MILFORD-DE.GOV | PHONE: (302)422-1104

SUMMER SPORTS PROGRAMS

MILFORD PARKS & RECREATION

SOCCER CAMP

(AGES 5 - 6)
June 30 - July 3
Mon - Thur Fee: $60

(AGES 7 - 10) (AGES 11 - 14)
July 14 - July 17
Mon - Thur Fee: $65

BASKETBALL CAMP

AGES 8 - 14
July 28 - July 31
Mon - Thur
Time: 9am - 3pm
Lunch Provided
Fee: $130

FLAG FOOTBALL CAMP

AGES 6 - 12
August 4 - August 7
Mon - Thur Fee: $65

PICKLEBALL CAMP

AGES 7 - 14
August 11 - August 14
Mon - Thur
Paddle Provided
Fee: $75

Please note camp schedules are subject to change, for more information visit: webtrac.milford-de.gov

Milford PARKS&RECREATION play•connect•grow

HUMAN RESOURCES
10 SE Second Street
Milford, DE 19963

THE CITY of Milford DELAWARE

PHONE 302.424.5142
FAX 302.424.5932
www.cityofmilford.com

TO: Mayor and City Council

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

DATE: July 10, 2025

RE: June 2025 –Human Resources Department Staff Report

- Attended HR/Payroll Tyler Munis Sessions, anticipated Go-Live Date-Pending
- Onboarded new employee for the position of Public Works Equipment Operator II-Streets & Utilities.
- Job offers extended for the positions of Public Works Equipment Operator II-Streets & Utilities (2 candidates) and Public Works Equipment Operator II-Solid Waste (1 candidate)
- City staff recognized Mark A. Whitfield, City Manager, for his retirement effective July 1, 2025.
- Open Enrollment and Benefit Configuration completed for July 1, 2025, transition to Delaware Valley Health Trust (DVHT).

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

THE CITY of Milford DELAWARE

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

To: Mayor and City Council
From: Lauren Swain, Economic Development & Community Engagement Administrator
Subject: July 2025 Meeting - Monthly Report
Date: July 9, 2025

Economic Development

- Met with business owners who are interested in property/space at the Milford Corporate Center and connected them with Emory Hill.
- Met with DMI, Milford Chamber, and Southern Delaware Tourism, to discuss/view an AI tool that will assist our businesses in learning target customer behavior to assist consumers demands which will ultimately increase business sales.
- Participated in the Delaware on Mainstreet meeting, held in Milford, with the Statewide Mainstreet Coordinator, DMI, and statewide Mainstreet associated towns/cities. We heard program updates from Division of Small Business then toured Milford's downtown and visited local businesses.
- Working with a medical practice to secure a location for the construction of their own building, allowing them to transition from leasing to owning their facility.
- Working with a downtown business owner to ensure all necessary permits, licenses, and compliance requirements are in place for a successful storefront opening.
- Attended DE Economic Partners Meeting and heard updates from Delaware Prosperity Partnership, Division of Small Business, and Economic Development partners, and surrounding communities.
- Participated in the Milford Corporate Center listing agreement meeting to finalize terms prior to submission to City Council for consideration.
- Met with a Keller Williams Realty realtor to discuss purchasing property, exploring its potential uses, and assessing the location's suitability for business success.
- Met with Jim Purcell and Tracy Hearn with Milford Housing Development Corporation (MHDC) to discuss Economic Development opportunities, minor home repair grants, and outreach initiatives around the new Riverwalk Villas, and in the Milford community.
- Attended Small Business Mixer held above My Sister's Fault. It was great to network with small business owners, community members, and resource partners.

Community Engagement

- Met with George Rotsch, Senior Editor, Milford/Delaware Live to discuss his vision going forward of coverage for Milford. Going forward we will partner to highlight the great happenings of our city.
- Attended the groundbreaking ceremony for Milford Housing Development Corporation's Riverwalk Villas project.
- Participated in an interview with new City Manager Chris Coleman and Milford Times, and Delaware Public Media.
- Attended First Friday's event downtown and engaged with community members and business owners.
- Attended grand opening/ribbon cutting event for DMI's new office.
- Added/updated Property Tax Assessment appeals information for current year. Also, working to obtain forms in Spanish and Haitian-Creole.

- Wrote support letters and coordinated stakeholder support for SS4A grant submission.
- Participated in preparation meetings for the SS4A grant and ensured a timely submission.
- Partnered with Efficiency Smart on community engagement initiatives.
- Delivered 25 MPH signs to several constituents who requested them.
- Partnered with DEMEC/Power Savers and our Electric Department to put out energy conserving communication during the heat wave.

Meetings/Trainings

- Attended bi-weekly department head meetings.
- Attended monthly meeting with City Manager
- Attended Capital Projects meeting
- Attended 1st Council Meeting to present staff report
- Attended Br2-503 & Br2-504 DelDOT Public Workshop
- Met one-on-one with new City Manager Chris Coleman to share project updates and discuss current work.

Social Media/Website

- June 2025 Insights:
  -City of Milford Facebook: 98 new follows (total: 5,815,); 38.4K reached; 4.1K page visits
  -City of Milford Instagram: 57 new follows (total: 1,639); 1.2K accounts reached; 143 profile visits

Press Release & Coverage

- Completed newsletter to go out in all utility bills in July 2025, along with sent out email version.
- Press release: City of Milford Appoints Christopher Coleman as Next City Manager
  -6/2/25 City of Milford press release
  -6/2/25 Milford Times article
  -6/3/25 WBOC news broadcast
  -6/4/25 Milford Times interview
  -6/10/25 Delaware Public Media interview
- Bay to Bay News – budget question inquires for article 6/26/25
- Press release: Statement on Growth Management Efforts
  -WBOC News broadcast 6/30/25
  -Daily State News interview/article 6/30/25
  -Delaware Public Media interview/article 6/30/25
  -Delaware Business Times interview 6/30/25
  -Milford Times article 6/30/25

Date: July2025

To: Mayor and City Council

From: Bill Pettigrew – IT Director

Re: July 2025 Information Technology Department Staff Report

Acting City Manager Report: I extend my sincere gratitude to the Mayor, City Council, and our outgoing City Manager for the confidence placed in me as Acting City Manager last week. It was an honor to serve, and the period was, for the most part, uneventful.

FOIA Requests: The IT department has demonstrated exceptional dedication in managing a significant volume of FOIA requests this month, a demanding period shared by many of our departments.

Audio Visual Analysis: Our AV company has completed a comprehensive assessment of our current equipment and setup. We anticipate receiving their recommendations soon, which will guide strategic decisions on equipment relocation, replacements, and necessary upgrades to enhance our capabilities.

Riverwalk Public Wi-Fi Expansion (Phase 3): We are on the cusp of completing Phase 3 of our public Wi-Fi expansion! We are currently awaiting a few final parts for the Electrical Department to finalize the installation. We are optimistic that this enhanced service will be fully operational by the time of this council meeting, effectively doubling our current Wi-Fi coverage to include the playground and Bicentennial Park.



Cybersecurity Awareness Training: Our recent cybersecurity awareness training was a resounding success! Immediately following the training, we conducted a simulated phishing attack. This test, utilizing a message seemingly from our new City Manager (a highly relevant scenario given recent press coverage of Chris's hire), effectively demonstrated how threat actors could exploit readily available information. This exercise reinforced a critical message: almost 90% of all data breaches are attributed to human error. It was an impactful way to empower Milford employees as our most vital cybersecurity defense.

Tyler Munis ERP Implementation: We've achieved significant milestones in our Tyler Munis ERP implementation, particularly with payroll. Our current focus is on time and attendance, and we are targeting a go-live date of October 1st. While we are still awaiting a firm start date from Tyler for utility billing, we anticipate a launch closer to Q2 2026. Prior to commencing, we will conduct a final comprehensive assessment to ensure both the implementer, and the product are optimally suited for Milford's needs.

Impact Analysis / Business Continuity Plan: Progress on our Impact Analysis and Business Continuity Plan was temporarily deferred due to the demanding volume of FOIA requests and other critical projects. We are now on track to deliver the final report for the new City Manager's review at the beginning of their tenure.

State Local Cybersecurity Grant Program (OKTA): We have made remarkable strides in enhancing our system security through the implementation of OKTA for Multi-factor Authentication. The vast majority of our users, with the exception of a few field personnel, are now secured with OKTA, significantly bolstering our protection compared to 30 days ago. Many users are appreciating the convenience of facial ID login, eliminating the need for traditional passwords. This crucial security enhancement was fully funded by the SLCGP, a $33,000 grant.

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
Date: July 10, 2025
Re: June 2025 Finance Department Staff Report

- Monthly Financial Reporting
  - The Finance Report for the YTD period ended April 30, 2025 was presented to Council on June 9
- Training and Improvement Efforts

FINANCE DEPARTMENT TRAINING - JUNE 2025

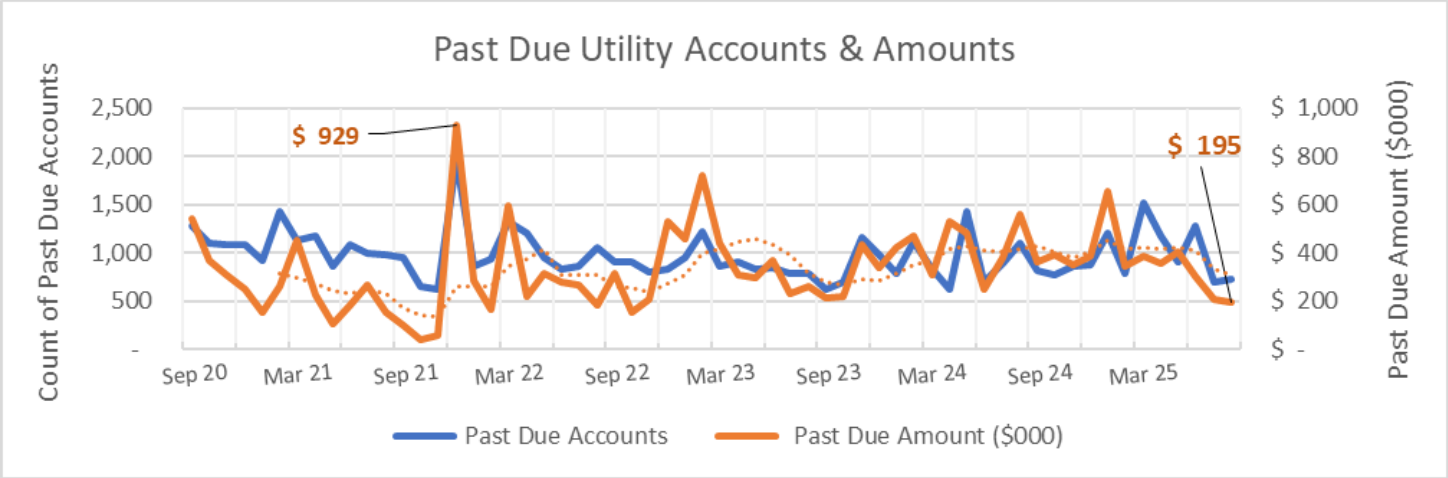
FINANCE DEPT TRAINING BY CATEGORY	GRAND TOTAL	FINC SUBTOT	C/S SUBTOT	NOTES
Accounting & Professional Certification	16.0	16.0	-	CPA Continuing Education
Customer Service	-	-	-	
Management & Staff Development	-	-	-	
ERP, Software and Technology	14.0	14.0	-	Payroll Implementation
MONTHLY TOTAL (HOURS)	**30.0**	**30.0**	**-**	**32 TOTAL HOURS LAST MONTH**

- Police Facility Project Financing
  - Finance staff successfully closed on the $8.5 million USDA Loan Series 2025A / USDA#11
  - The PNC BAN obligation was satisfied in tandem with the USDA loan closing
  - Quarterly payments will begin in August 2025 and are incorporated into the FY26 approved budget
  - Complete reconciliation will be provided to Council when all activity is processed and USDA "Tranche B" successfully closes
- FY24 Audit
  - Staff continue to work toward development of the FY24 audit timeline
  - The City's independent auditors, Zelenkofske Axlerod (ZA), are engaged through the FY25 audit for financial statement production services in addition to the financial audit
  - Finance Staff are working on balance sheet reconciliation and other prerequisites to the production of FY24 audit workpapers
- FY2026-30 CIP Process & Annual Operating Budget Preparation
  - I'd like to thank Sandra Peck along with all Department Directors and staff that had a hand in the development of the FY26 operating and capital budgets
  - The approved budget will available on the City's website, and budget messaging will be included in utility bill inserts and other City communications
  - The CIP document will be published again the first meeting of July for formal approval
- Billing & Customer Service Department
  - Property tax collections through June 2025 are reported in the table below with a comparison to June 2024

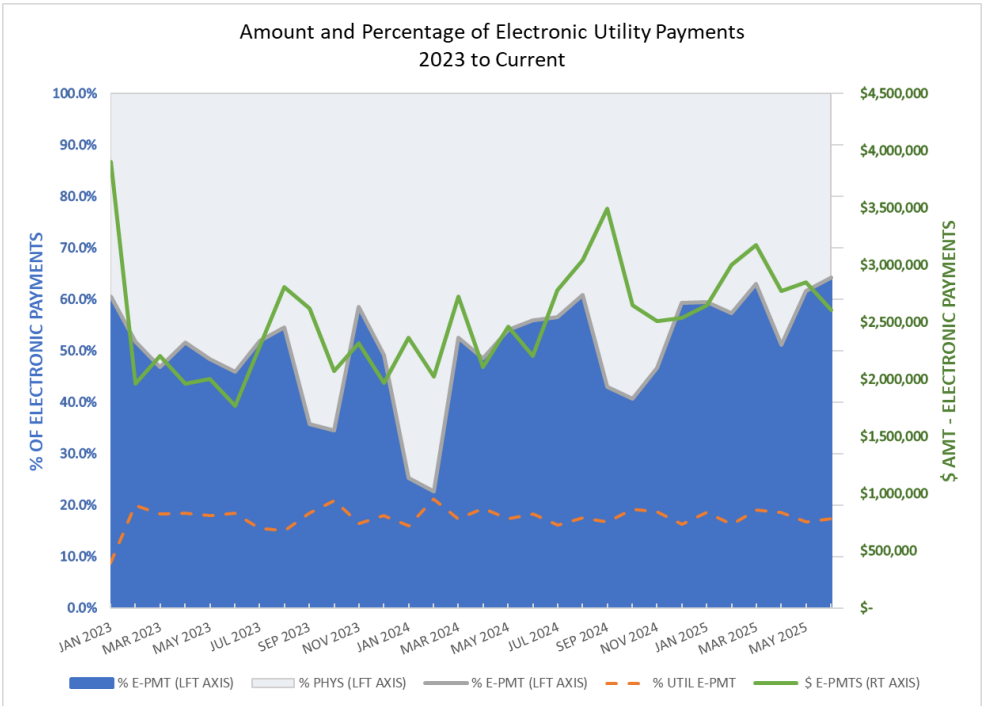
Property Tax Levy	Past Due ($000) as of: 11/1/24	12/1/24	1/1/25	2/1/25	3/1/25	4/1/25	5/1/25	6/1/25	7/1/25	As % of Levy 7/1/25
2024 ***(FY25)***	$766	$518	$279	$271	$262	$229	$158	$146	$137	2.2%
2023 & Prior	$274	$209	$241	$244	$244	$230	$230	$212	$209	3.4%
Total	**$1,041**	**$727**	**$520**	**$515**	**$506**	**$458**	**$389**	**$358**	**$346**	**5.6%**

Property Tax Levy	As of: 7/1/24	As % of Levy 7/1/24
2023 ***(FY24)***	$204	3.6%
2022 & Prior	$101	1.8%
Total	**$305**	**5.4%**

- Billing & Customer Service Department, Continued
  - June results were strong across the board, improving versus last month, the long-term average, and last June in terms of the dollar amount of past due utilities; the count improved versus the avg and June 2024
    - The count of past due accounts (blue) is 25% below average and 34% lower than last June
    - The dollar amount past due (orange) is 42% and 49% lower than average and last June, respectively
    - The count and dollar amount are 5% higher and 7% lower than last month, respectively



  - The graph below exhibits the dollar amount and percentage of electronic payments by month from January 1, 2023 through June 30, 2025
    - The blue area represents e-payments as a function of all payments & corresponds to the blue axis
    - The green line represents the dollar amount of e-payments & corresponds to the green axis at right
    - The orange line shows the % of utility e-pmts vs all payments & corresponds to the blue axis at left
    - Electronic receipts were higher in June for both utilities and non-utility versus the average and last June, though utility e-payments were lower in total vs May
    - The percentage of *all* e-payments (64%) is 28%, 32%, and 4% higher than the average, last May, and last month, respectively
    - The proportion of e-payments specific to utilities (17.3%) is 1.2% below average; the proportion is



also unfavorably 10% and 9% lower, respectively, versus last June and last month



Financial Reporting Package

As of and For the Period Ended May 31, 2025

Net Cash and Funding Availability Summary *(in thousands)*

Cash & Investment Balance Rollforward

Restricted Cash Reserves Report

Enterprise Funds YTD Revenue & Expenditure Report

General Fund YTD Revenue & Expenditure Report

Legacy Revenue Report with MTD & YTD vs Annual Budget

Legacy Expenditure Report with MTD & YTD vs Annual Budget

Legacy Interservice Department Cost Allocation

City of Milford, Delaware

Net Cash and Funding Availability Summary *(in thousands)* [1]

For the Period Ended May 31, 2025

Operating Cash Balances

▼*Marks Ref Closing Bal* [4]

Description	Opening Balance (Apr 30, 2025)		Closing Balance (May 31, 2025)	Projected Cashflows	Commitments & Restrictions	Minimum Cash Requirement/ERR	Uncommitted / Unrestricted
General Fund[3]	$ 3,381	↓	$ 1,766	$ 1,221	$ (448)	$ (1,765)	$ 774
Electric Fund	3,609	→	3,916	5	(414)	(1,187)	2,320
Water Fund	4,202	→	4,386	4	(517)	(330)	3,543
Sewer Fund	2,458	→	2,541	3	(158)	(236)	2,150
Solid Waste Fund	587	→	611	1	(119)	(201)	292
Operating Cash Totals[4]	**$ 14,237**	●	**$ 13,221**	**$ 1,233**	**$ (1,656)**	**$ (3,719)**	**$ 9,079**

Federal, State and Other Special Purpose Cash Balances

Description	Opening Balance (Apr 30, 2025)		Closing Balance (May 31, 2025)	Projected Cashflows	Commitments & Restrictions	Minimum Cash Requirement/ERR	Uncommitted / Unrestricted
General Improvement	$ 1,035	→	$ 1,042	$ -	$ (1,042)	$ -	$ -
Municipal Street Aid (MSA)	471	→	475	-	(475)	-	-
Realty Transfer Tax (RTT)	1,457	→	1,543	5,000	(4,118)	(1,373)	1,052
Economic Development	559	→	559	89	-	-	648
Lodging Tax Fund	847	→	857	99	(956)	-	-
ARPA Grant Fund	260	→	260	-	(260)	-	-
Special Purpose Cash Totals[4]	**$ 4,630**	●	**$ 4,736**	**$ 5,188**	**$ (6,852)**	**$ (1,373)**	**$ 1,699**

Reserve Fund Cash Balances[1]

Description	Opening Balance (Apr 30, 2025)		Closing Balance (May 31, 2025)	Projected Cashflows	Commitments & Restrictions	Minimum Cash Requirement/ERR	Uncommitted / Unrestricted
General Fund Capital Reserves	$ 1,940	↓	$ 1,745	$ 2,448	$ (3,695)	$ (329)	$ 169
Water Fund Capital Reserves	3,085	→	3,061	517	(1,283)	(2,229)	65
Sewer Fund Capital Reserves	4,130	→	4,130	158	(779)	(3,472)	38
Solid Waste Fund Capital Reserves	67	→	63	119	(56)	(126)	0
Electric Fund Capital Reserves[2]	13,211	→	13,234	2,914	(6,687)	(7,045)	2,416
Operating Cash Totals[4]	**$ 22,434**	●	**$ 22,232**	**$ 6,156**	**$ (12,501)**	**$ (13,200)**	**$ 2,688**

Impact Fees and Police/General Facilities Cash Balances

Description	Opening Balance (Apr 30, 2025)		Closing Balance (May 31, 2025)	Projected Cashflows	Commitments & Restrictions	Minimum Cash Requirement/ERR	Uncommitted / Unrestricted
Police & General Gov't Facilities	$ 813	→	$ 842	$ 29	$ (871)	$ -	$ -
Carlisle Fire Co Permit Fund	373	→	382	10	(392)	-	-
Parks & Recreation Facilities	160	→	160	-	(160)	-	-
Water Impact Fee Reserves	4,913	→	4,847	91	(1,265)	-	3,673
Sewer Impact Fee Reserves	3,835	→	3,881	46	(550)	-	3,378
Electric Impact Fee Reserves	1,540	→	1,556	16	(1,571)	-	-
Impact Fees & Police/GF Totals[4]	**$ 11,634**	●	**$ 11,668**	**$ 192**	**$ (4,809)**	**$ -**	**$ 7,051**

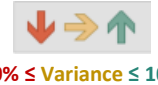
Grand Totals[4]	**$ 52,934**	▲	**$ 51,857**	**$ 12,769**	**$ (25,817)**	**$ (18,291)**	**$ 20,518**

[1]New report merges Cash Roll (p.2) and Restricted Reserves (p.3) into one single reference for net funds available after commitments & restrictions.

[2]Realty Transfer Taxes (RTT) and Electric Fund Reserves totaling $7.5mm are being temporarily consumed to offset interest costs associated with the PD Facility construction. The recovery of the funds through project financing is reflected in the Projected Cashflows columns for RTT & Electric.

[3]The General Fund Unrestricted operating cash balance reported last month was a function of dynamic reserve targets against the expanding budget (organic growth + inflation) timed with the lowest operating cash period of the FY; the sub-zero condition naturally reverse in September as expected.

[4]Closing Balance Indicator sets ***Red, Yellow*** and ***Green*** signify month-to-month cash variance as follows:



-10% ≤ Variance ≤ 10%



-5% ≤ Variance ≤ 5%



-2.5% ≤ Variance ≤ 2.5%

City of Milford, Delaware

Cash and Investment Balance[1] Rollforward

For the Period Ended May 31, 2025

Operating Cash Balances

▼*Marks Ref Closing Bal*[4]

Description	Opening Balance (Apr 30, 2025)	Receipts	Interest Earned	Disbursements	Closing Balance (May 31, 2025)
General Fund	$ 3,380,993	$ 2,235,807	$ 7,317	$ (3,857,841)	$ 1,766,275
Electric Fund	3,609,033	3,007,717	4,430	(2,704,781)	3,916,399
Water Fund	4,201,997	417,684	5,520	(239,448)	4,385,752
Sewer Fund	2,457,972	687,042	3,550	(607,357)	2,541,207
Solid Waste Fund	586,914	157,445	730	(133,707)	611,382
Operating Cash Totals[4]	**$ 14,236,908**	**$ 6,505,695**	**$ 21,547**	**$ (7,543,134)**	**$ 13,221,016**

Federal, State and Other Special Purpose Cash Balances

Description	Opening Balance (Apr 30, 2025)	Receipts	Interest Earned	Disbursements[2]	Closing Balance (May 31, 2025)
General Improvement	$ 1,034,689	$ -	$ 7,090	$ -	$ 1,041,779
Municipal Street Aid (MSA)	471,275	-	3,440	-	474,715
Realty Transfer Tax (RTT)	1,457,252	83,901	10,170	(8,333)	1,542,990
Economic Development	558,863	-	-	-	558,863
Lodging Tax Fund	847,002	10,328	-	-	857,330
ARPA Grant Fund	260,499	-	-	-	260,499
Special Purpose Cash Totals[3,4]	**$ 4,629,580**	**$ 94,229**	**$ 20,700**	**$ (8,333)**	**$ 4,736,176**

Reserve Fund Cash Balances

Description	Opening Balance (Apr 30, 2025)	Receipts	Interest Earned	Disbursements[2]	Closing Balance (May 31, 2025)
General Fund Capital Reserves	$ 1,940,257	$ -	$ 13,737	$ (209,136)	$ 1,744,858
Water Fund Capital Reserves	3,084,970	-	22,770	(47,169)	3,060,571
Sewer Fund Capital Reserves	4,130,466	-	26,350	(26,688)	4,130,128
Solid Waste Fund Capital Reserves	66,817	-	500	(4,527)	62,790
Electric Fund Capital Reserves	13,211,464	-	80,510	(58,034)	13,233,940
Reserve Fund Cash Totals[3,4]	**$ 22,433,974**	**$ -**	**$ 143,867**	**$ (345,554)**	**$ 22,232,286**

Impact Fees and Police/General Facilities Cash Balances

Description	Opening Balance (Apr 30, 2025)	Receipts	Interest Earned	Disbursements[2]	Closing Balance (May 31, 2025)
Police & General Gov't Facilities	$ 813,388	$ 28,866	$ -	$ -	$ 842,253
Carlisle Fire Co Permit Fund	372,504	9,622	-	-	382,126
Parks & Recreation Facilities	159,575	-	-	-	159,575
Water Impact Fee Reserves	4,913,008	91,288	-	(157,346)	4,846,950
Sewer Impact Fee Reserves	3,835,156	46,336	-	-	3,881,492
Electric Impact Fee Reserves	1,539,990	15,600	-	-	1,555,590
Impact Fees & Police/GF Totals[3,4]	**$ 11,633,622**	**$ 191,711**	**$ -**	**$ (157,346)**	**$ 11,667,987**

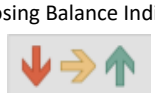
Grand Totals[4]	**$ 52,934,084**	**$ 6,791,635**	**$ 186,113**	**$ (8,054,368)**	**$ 51,857,465**

[1]Balances are not indicative of funding availability; see enclosed Restricted Cash Reserves and Net Cash & Funding Availability Reports for detail.

[2]$0.3 million disbursed from reserves (lines 20-24) is attributable to the MCC project, equipment replacement, the ongoing ERP upgrade, and other budgeted utility projects. The $0.2 million disbursement from water impact fees (line 31) is attributable to the MCC project.

[3]Investments with PFM exceed $40 million and consist of total reserves (line 25), impact fees (lines 31-33), special purpose funds (lines 13-15, line 28), and a portion of the operating cash (line 8).

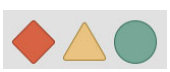
[4]Closing Balance Indicator sets ***Red,*** ***Yellow*** and ***Green*** signify month-to-month cash variance as follows:



-10% ≤ Variance ≤ 10%



-5% ≤ Variance ≤ 5%



-2.5% ≤ Variance ≤ 2.5%

City of Milford, Delaware

Restricted Cash Reserves Report

As of May 31, 2025

General Fund Capital Reserves		Amount
Cash/Investment Balance (5/31/25)	$	1,744,858
Expected Contributions & Interest		448,025
Restricted Funds:		
Vehicle & Equipment Replacement		(99,744)
Street Repair		(1,813,902)
Parking Enhancements		(620,000)
Parkland, Trails & Recreation		(1,066,408)
PD Projects		(95,319)
Support Policy with RTT[1]		2,000,000
Reserve (MCR) Policy[6,8]		-
Equipment Replacement Reserve[2]		(329,000)
Uncommitted Reserve Balance	**$**	**168,510**

Water Fund Capital Reserves		Amount
Cash/Investment Balance (5/31/25)	$	3,060,571
Expected Contributions & Interest		516,767
Restricted Funds:		
Vehicle & Equipment Replacement		(218,393)
Reserve-Funded Projects		
Water System Improvements		(777,114)
Water Plant Upgrades		(195,718)
4th St Project 9/9/24		(91,996)
Reserve (MCR) Policy[3,6]		(2,182,680)
Equipment Replacement Reserve[3]		(46,250)
Uncommitted Reserve Balance	**$**	**65,186**

Sewer Fund Capital Reserves		Amount
Cash/Investment Balance (5/31/25)	$	4,130,128
Expected Contributions & Interest		157,917
Restricted Funds:		
Sewer Vehicles & Equipment		(87,227)
Reserve-Funded Projects		
Sewer System Improvements		(691,394)
8" Bypass Pump		-
		-
		-
Reserve (MCR) Policy[3,6]		(3,373,571)
Equipment Replacement Reserve[3]		(98,000)
Uncommitted Reserve Balance	**$**	**37,852**

Electric Fund Capital Reserves		Amount
Cash/Investment Balance (5/31/25)	$	13,233,940
Expected Contributions & Interest		2,914,429
Restricted Funds:		
Electric Vehicles & Equipment		(74,762)
Substation Upgrades & Security		(439,976)
Traffic Signal Upgrades		(341,371)
Citywide Projects		(1,771,390)
Investment Policy/Rate Stability[7]		(4,060,000)
Reserve (MCR) Policy[3,6]		(6,836,775)
Equipment Replacement Reserve[3]		(208,000)
Uncommitted Reserve Balance	**$**	**2,416,095**

Solid Waste Reserves		Amount
Cash/Investment Balance (5/31/25)	$	62,790
Expected Contributions & Interest		119,017
Restricted Funds:		
Solid Waste Vehicles & Equipment[4]		(15,500)
Solid Waste Alloc of Citywide Projects		(40,402)
Reserve (MCR) Policy[4]		-
Equipment Replacement Reserve[4]		(125,500)
Uncommitted Reserve Balance	**$**	**404**

MSA & RTT Reserves	Amount
RTT Balance (5/31/25)	1,542,990
MSA Balance (5/31/25)	474,715
MSA & RTT Est Receipts thru FY25:	5,000,000
MSA: Street & Bridge Improvements	(1,169,501)
RTT: Transfer to Police Dept	(8,333)
RTT: Sidewalk Project Funding	(150,000)
MSA & RTT: Combined St-Util	(1,265,119)
RTT: 4th St Project 9/9/24	(263,757)
RTT: Support GF Policies[1]	(2,000,000)
RTT: Reserve Policy[5]	(1,373,000)
Uncommitted Reserve Balance	**$** **787,995**

[1]Approved GF Reserve Policies permit support from an eligible funding source; portion of RTT balance pledged to support GF Reserves for forseeable future

[2]Approved GF Reserve Policies recommend MCR of 45 days OpEx & Equip Repl Res minimum of 110% of upcoming CIP budget

[3]Approved Reserve Policies split Minimum Cash Req'd from COS study into new MCR & Equip Repl Reserve (20% of CIP)

[4]Solid Waste Reserves initiated in FY22 with seed funding from interfund loan forgiveness. Funds accumulated through FY23 used for collection equipment; 100% being reserved in FY24+.

[5]Approved Reserve Policies recommend dynamic MCR based on average of trailing-three-year RTT receipts; FY24 increase related to strong FY23 vs FY20, which fell out of T3 Avg

[6]The Days Operating Expenditures (Days OpEx) piece of MCRs reclassified from Reserve balances here to Operating Cash; the Total MCR has not changed

[7]This funding has been deployed pursuant to the City's Investment Policy to achieve rate stability and structured returns. Interest rate increases and land investments prompted a revised strategy to benefit both the electric and sewer funds over a 13-year investment horizon.

[8]The portion of the GF Reserve balance supporting GF OCF requirement due to seasonal cash consumption was returned from the investment program in August

City of Milford, Delaware

Enterprise Funds: Statement of Revenues & Expenditures

For the YTD Period Ended May 31, 2025 vs Prior FYTD & Current Budget (in thousands)

	Enterprise Funds Profit & Loss (P&L) Statement	Electric	Water	Sewer	Solid Waste	Total	FY25 Total *(as % of Rev)*	FY24 Total *(as % of Rev)*
1	Operating Revenue	$ 31,219	$ 3,428	$ 5,476	$ 1,669	$ 41,792	100.0%	100.0%
2	Cost of Revenue[1]	(22,542)	(390)	(2,957)	(319)	(26,208)	-62.7%	-57.6%
3	Gross Margin	8,677	3,038	2,519	1,350	15,584	37.3%	42.4%
4	Operating Expenses							
5	Operations & Maintenance	(2,946)	(1,375)	(1,122)	(987)	(6,430)	-15.4%	-18.8%
6	Personnel	(1,627)	(410)	(401)	(368)	(2,806)	-6.7%	-6.3%
7	Total Operating Expenses	(4,574)	(1,784)	(1,523)	(1,355)	(9,236)	-22.1%	-25.1%
8	**Operating Income**	**$ 4,104**	**$ 1,254**	**$ 996**	**$ (5)**	**$ 6,348**	**15.2%**	**17.3%**
9	Non-Operating Revenue (Expense)	-	-	-	-	-	0.0%	0.0%
10	Surplus (Deficit) for debt service & capital	4,104	1,254	996	(5)	6,348	15.2%	17.3%
11	Debt Service - Principal & Interest	(280)	(359)	(608)	-	(1,247)	-3.0%	-2.5%
12	Capital Spending / Contributions from (to) Reserves	(434)	(655)	(214)	(396)	(1,698)	-4.1%	-3.7%
13	Surplus (deficit) available for transfers	3,389	241	173	(401)	3,403	8.1%	11.1%
14	Transfers Out	(3,614)	(289)	(289)	-	(4,191)	-10.0%	-8.7%
15	**Net Surplus (Deficit) - FYTD through May 2025**	**$ (224)**	**$ (48)**	**$ (115)**	**$ (401)**	**$ (788)**	**-1.9%**	**2.4%**
16	***Net Surplus (Deficit) - FYTD through May 2024***	*$ 1,473*	*$ 387*	*$ (587)*	*$ (282)*	*$ 991*	*2.4%*	
17	*Current vs Prior - Favorable (Unfavorable)[2]*	*$ (1,697)*	*$ (435)*	*$ 472*	*$ (119)*	*$ (1,780)*	*-4.3%*	
18	***Net Surplus (Deficit) - Current FYTD Budget***	*$ (1,088)*	*$ (1,798)*	*$ 1,260*	*$ (569)*	*$ (2,195)*	-5.5%	
19	*Current vs Budget - Favorable (Unfavorable)[2]*	*$ 863*	*$ 1,750*	*$ (1,375)*	*$ 168*	*$ 1,407*	*3.6%*	

20 [1]Cost of Revenue reported in the electric fund reflects wholesale cost of power and serves as an ideal revenue offset to arrive at gross margin. Cost of revenue in the water, sewer and solid waste funds are estimated based on a limited set of known, direct inputs to the cost of providing the utility services billed. Aside from Kent County sewer treatment charges, costs of revenue in the water, sewer and solid waste funds are likely understated.

21 [2]Comparative Indicators ***Green*** , ***Yellow*** and ***Red*** signify favorable variance greater than 5%, marginal variance within ±5%, and unfavorable variance below -5%, respectively, for departmental comparisons. Total variance carries tighter bounds of >2.5%, ±2.5% and <2.5%, while the percentage variance uses >1.0%, ±1.0% and <1.0%, respectively.

City of Milford, Delaware

General Fund: Statement of Revenues & Expenditures[1]

For the YTD Period Ended May 31, 2025 vs Prior FYTD & Current Budget (in thousands)

	General Fund Sources and Uses of Funding	Admin & Council	Public Safety	Parks & Rec	Planning & All Other	Total	FY25 Total (as % of Rev)	FY24 Total[2] (as % of Rev)
1	***Sources of Funding:***							
2	Real Estate (Property) Taxes	$ 6,536	$ -	$ -	$ -	$ 6,536	42.0%	43.2%
3	Permits, Licensing & Franchise Fees	349	-	-	756	1,105	7.1%	6.5%
4	Fines, Fees & Misc Revenue	136	617	-	-	753	4.8%	4.4%
5	General Revenue Subtotal	7,022	617	-	756	8,395	53.9%	54.1%
6	Utility Transfers & Cost Allocation	6,040	-	-	-	6,040	38.8%	36.1%
7	Grant Revenue	51	-	-	-	51	0.3%	0.0%
8	Application of Reserve Balances	983	92	-	-	1,074	6.9%	9.8%
9	General Fund Operating Support	7,074	92	-	-	7,166	46.1%	45.9%
10	**Total Sources of Funding**	**$ 14,096**	**$ 709**	**$ -**	**$ 756**	**$ 15,560**	**100.0%**	**100.0%**
11	***Uses of Funding:***							
12	Operations & Maintenance	760	1,171	513	864	3,307	21.3%	25.7%
13	Personnel	759	6,031	689	2,133	9,612	61.8%	64.2%
14	Total Operating Expenses	1,520	7,202	1,202	2,996	12,919	83.0%	89.9%
15	**Surplus (Deficit) for Debt Svc & Capital**	**$ 12,576**	**$ (6,493)**	**$ (1,202)**	**$ (2,240)**	**$ 2,641**	**17.0%**	**10.1%**
16	Debt Service - Principal & Interest	-	302	-	-	302	1.9%	1.2%
17	Capital Spending / Transfers from (to) Reserves	61	96	235	152	543	3.5%	12.2%
18	**Net Surplus (Deficit) - FYTD through May 2025**	**$ 12,515**	**$ (6,891)**	**$ (1,436)**	**$ (2,392)**	**$ 1,796**	**11.5%**	**-3.3%**
19	***Net Surplus (Deficit) - FYTD through May 2024***	*$ 10,190*	*$ (6,242)*	*$ (1,826)*	*$ (2,557)*	*$ (436)*	-3.3%	
20	*Current vs Prior - Favorable (Unfavorable)[2]*	↑ *$ 2,325*	↓ *$ (648)*	↑ *$ 390*	↑ *$ 165*	↑ *$ 2,232*	↑ *14.8%*	
21	***Net Surplus (Deficit) - Current FYTD Budget***	*$ 13,690*	*$ (7,615)*	*$ (1,637)*	*$ (3,505)*	*$ 934*	5.6%	
22	*Current vs Budget - Favorable (Unfavorable)[3]*	↓ *$ (1,175)*	↑ *$ 724*	↑ *$ 201*	↑ *$ 1,113*	↑ *$ 863*	↑ *6.0%*	

[1]This Statement presents the same general fund financial performance available in the legacy Revenue and Expenditure Reports in a one-page consolidated executive summary. The common size reporting (two rightmost columns) benefits readers in two ways; first, each line is scaled with total revenue to add context, and second, the common size format is comparable across fiscal years and budgets. This report should be considered a working draft that will be improved over time to improve its usefulness to readers.

[2]This format presents expeditures in the context of funding sources while comparing subtotals (rightmost column) and the net surplus (deficit) to the prior YTD period (rows 19 & 20)

[3]Comparative Indicators ***Green*** , ***Yellow*** and ***Red*** signify favorable variance greater than 5%, marginal variance within ±5%, and unfavorable variance below -5%, respectively, for departmental comparisons. Total variance carries tighter bounds of >2.5%, ±2.5% and <2.5%, while the percentage variance uses >1.0%, ±1.0% and <1.0%, respectively.

City of Milford, Delaware

Legacy Revenue Report: MTD and YTD Actual vs Annual Budget

For the YTD Period Ended May 31, 2025

91.7% of Year Elapsed

	Account / Function	FY25 Budget, as Approved	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget
1	**General Fund:**				
2	Economic Development Fund	$ 287,801	$ 23,983	$ 263,818	91.7%
3	General Fund Reserves	1,809,271	255,474	718,858	39.7%
4	Interest Income	35,269	5,224	51,477	146.0%
5	Realty Transfer Tax - Police	100,000	8,333	91,667	91.7%
6	Real Estate Tax[1]	6,321,516	(1,391)	6,535,857	103.4%
7	Business License	67,000	2,785	67,115	100.2%
8	Rental License	120,000	1,050	140,840	117.4%
9	Building Permits	250,000	23,186	386,525	154.6%
10	Planning & Zoning	9,000	10,580	139,475	1549.7%
11	Leases and Franchise Fees	441,814	42,043	349,460	79.1%
12	Grasscutting Revenue	24,000	2,000	22,000	91.7%
13	Police Revenues	570,285	9,865	616,960	108.2%
14	Misc. Revenues[2]	12,000	5,303	136,430	1136.9%
15	Transfers In	6,588,923	549,077	6,039,847	91.7%
16	**Total General Fund Revenue**	**$ 16,636,879**	**$ 937,512**	**$ 15,560,328**	**93.5%**
17	**Enterprise Funds:**				
18	Water Fund Revenues	3,707,513	298,292	3,428,310	92.5%
19	Sewer Fund Revenues	3,308,391	265,562	3,020,410	91.3%
20	Kent County Sewer	2,332,578	217,208	2,455,185	105.3%
21	Solid Waste Fund Revenues	1,859,923	154,713	1,669,186	89.7%
22	Electric Fund Revenues	33,710,810	2,549,339	31,219,390	92.6%
23	**Total Enterprise Fund Revenue**	**$ 44,919,215**	**$ 3,485,114**	**$ 41,792,480**	**93.0%**
24	Application of Enterprise Reserves	3,432,345	345,554	1,091,603	31.8%
25	Other Enterprise Revenue	83,000	5,630	77,104	92.9%
26	Other Enterprise Expense	(83,000)	(6,266)	(44,167)	53.2%
2	**Total General & Enterprise Fund Revenue**	**$ 64,988,439**	**$ 4,421,990**	**$ 57,385,745**	**88.3%**

[1]Property tax adjustments net to a credit in May, resulting in the negative value in the Month-to-Date (MTD) column on row 6.

[2]Vehicle & Equipment Sales and Insurance Recoveries are driving the unusually high Miscellaneous Revenue in the General Fund. Proceeds from Vehicle sales accrue to the replacement funding.

City of Milford, Delaware

Legacy Expenditure Report: MTD and YTD Actual vs Annual Budget

For the YTD Period Ended May 31, 2025

91.7% of Year Elapsed

	Fund / Account / Divisional Groupings	FY25 Budget, as Approved	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
1	**General Fund**					
2	City Administration					
3	Personnel	$ 642,713	$ 51,105	$ 526,880	82.0%	$ 115,833
4	Operation & Maintenance (O&M)	188,916	16,213	168,149	89.0%	20,767
5	Capital	48,800	-	2,930	6.0%	45,870
6	Subtotal: City Administration	880,429	67,318	697,959	79.3%	182,470
7	City Clerks					
8	Personnel	285,163	20,669	182,166	63.9%	102,997
9	O&M	86,846	7,894	61,796	71.2%	25,050
10	Capital	-	-	-		-
11	Subtotal: City Clerks	372,009	28,563	243,962	65.6%	128,047
7	Planning & Zoning					
8	Personnel	764,390	59,860	665,370	87.0%	99,020
9	O&M	165,112	(0)	153,304	92.8%	11,808
10	Capital	-	-	-		-
11	Subtotal: Planning & Zoning	929,502	59,859	818,674	88.1%	110,828
12	Council					
13	Personnel	54,990	6,368	50,111	91.1%	4,879
14	Legal	35,150	5,092	38,454	109.4%	(3,304)
15	City Hall Building Expense	35,462	2,955	32,507	91.7%	2,955
16	Insurance	18,290	-	20,680	113.1%	(2,390)
17	Council Expense	40,000	4,907	34,996	87.5%	5,004
18	Codification	18,000	-	5,654	31.4%	12,346
19	Carlisle Fire Company	205,000	-	205,000	100.0%	-
20	Museum	40,000	-	40,000	100.0%	-
21	Downtown Milford, Inc.	50,000	-	50,000	100.0%	-
22	Milford Public Library	28,000	-	28,000	100.0%	-
23	Armory Expenses	20,000	-	16,128	80.6%	3,872
24	Community Festivals	65,000	-	35,000	53.8%	30,000
25	Election Expense	13,930	-	-	0.0%	13,930
	Other O&M	79,890	-	-	0.0%	79,890
	Resident Survey	25,000	-	24,000	96.0%	1,000
	Subtotal: Council	728,712	19,322	580,530	79.7%	148,182

City of Milford, Delaware

Legacy Expenditure Report: MTD and YTD Actual vs Annual Budget

For the YTD Period Ended May 31, 2025

91.7% of Year Elapsed

	Fund / Account / Divisional Groupings	FY25 Budget, as Approved	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
29	Finance					
30	Personnel	721,260	57,501	637,884	88.4%	83,376
31	O&M	57,705	2,765	40,650	70.4%	17,055
32	Capital	-	-	-		-
33	Subtotal: Finance	778,965	60,266	678,534	87.1%	100,431
34	Information Technology					
35	Personnel	536,570	43,501	482,337	89.9%	54,233
36	O&M	405,476	1,713	196,420	48.4%	209,056
37	Capital	-	4,026	33,955		(33,955)
38	Subtotal: Information Technology	942,046	49,240	712,712	75.7%	229,334
39	Police Department					
40	Personnel	6,733,520	479,630	6,030,955	89.6%	702,565
41	O&M	1,301,310	76,623	1,170,952	90.0%	130,358
42	Capital	97,260	49,000	95,901	98.6%	1,359
43	Debt Service	640,048	26,835	301,543	47.1%	338,505
44	Subtotal: Police Department	8,772,138	632,087	7,599,350	86.6%	1,172,788
45	Streets & Grounds Division					
46	Personnel	441,620	23,152	347,105	78.6%	94,515
47	O&M	585,177	34,620	473,212	80.9%	111,965
48	Capital	275,000	-	151,681	55.2%	123,319
49	Subtotal: Streets & Grounds Division	1,301,797	57,773	971,997	74.7%	329,800
50	Parks & Recreation					
51	Personnel	775,360	60,684	689,090	88.9%	86,270
52	O&M	709,070	60,059	512,591	72.3%	196,479
53	Capital	446,851	94,494	234,837	52.6%	212,014
54	Subtotal: Parks & Recreation	1,931,281	215,238	1,436,518	74.4%	494,763
55	**Total General Fund Expenditures**	**$ 16,636,879**	**$ 1,189,665**	**$ 13,740,236**	**82.6%**	**$ 2,896,643**

City of Milford, Delaware

Legacy Expenditure Report: MTD and YTD Actual vs Annual Budget

For the YTD Period Ended May 31, 2025

91.7% of Year Elapsed

Fund / Account / Divisional Groupings	FY25 Budget, as Approved	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
Enterprise Funds:					
Water Division					
Personnel	$ 467,340	$ 58,346	$ 409,541	87.6%	$ 57,799
O&M	1,893,512	152,289	1,374,508	72.6%	519,004
Transfer to General Fund	315,000	26,250	288,750	91.7%	26,250
Capital	666,386	-	654,574	98.2%	11,812
Debt Service	365,275	-	358,548	98.2%	6,727
Subtotal: Water Division	3,707,513	236,885	3,085,921	83.2%	621,592
Sewer Division					
Personnel	457,370	57,327	401,106	87.7%	56,264
O&M	1,511,092	120,868	1,122,210	74.3%	388,882
Transfer to General Fund	315,000	26,250	288,750	91.7%	26,250
Capital	2,504,373	-	383,679	15.3%	2,120,694
Debt Service	416,977	-	608,475	145.9%	(191,498)
Subtotal: Sewer Division (excl. Kent County)	5,204,812	204,445	2,804,221	53.9%	2,400,592
Kent County Sewer	2,863,851	217,174	2,506,294	87.5%	357,557
Subtotal: Sewer Division (Comprehensive)	8,068,663	421,619	5,310,515	65.8%	2,758,149
Solid Waste Division					
Personnel	440,130	28,450	368,369	83.7%	71,761
O&M	1,419,793	67,868	986,547	69.5%	433,246
Capital	595,311	-	471,220	79.2%	124,091
Subtotal: Solid Waste Division	2,455,234	96,318	1,826,136	74.4%	629,098
Subtotal: Water, Sewer & Solid Waste	14,231,410	754,822	10,222,572	71.8%	4,008,838
Electric Division					
Personnel	1,931,680	242,827	1,627,172	84.2%	304,508
O&M	3,379,183	229,949	2,946,407	87.2%	432,776
Transfer to General Fund	3,942,000	328,500	3,613,500	91.7%	328,500
Capital	409,340	-	508,973	124.3%	(99,633)
Debt Service	320,315	-	280,320	87.5%	39,995
Subtotal: Electric Division (excl. Power)	9,982,518	801,276	8,976,372	89.9%	1,006,146
Power Purchased	24,137,632	1,824,703	22,542,269	93.4%	1,595,363
Subtotal: Electric Division (Comprehensive)	34,120,150	2,625,979	31,518,641	92.4%	2,601,509
Total Enterprise Fund Expenditures	**$ 48,351,560**	**$ 3,380,801**	**$ 41,741,213**	**86.3%**	**$ 6,610,347**
Grand Total Operating Budget	**$ 64,988,439**	**$ 4,570,467**	**$ 55,481,450**	**85.4%**	**$ 9,506,989**

City of Milford, Delaware

Legacy Interservice Department Expenditures: MTD and YTD Actual vs Annual Budget

For the YTD Period Ended May 31, 2025

91.7% of Year Elapsed

	Account / Divisional Groupings	FY25 Budget, as Approved	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
1	**Interservice Departments**					
2	Garage					
3	Personnel	$ 194,220	$ 15,262	$ 175,190	90.2%	$ 19,030
4	Operation & Maintenance (O&M)	126,444	6,209	122,521	96.9%	3,923
5	Capital	-	-	-		-
6	Subtotal: Garage	320,664	21,471	297,711	92.8%	22,953
7	Public Works					
8	Personnel	877,190	47,670	693,531	79.1%	183,659
9	O&M	296,460	212,737	623,322	210.3%	(326,862)
10	Capital	-	-	-		-
11	Subtotal: Public Works	1,173,650	260,407	1,316,853	112.2%	(143,203)
12	Tech Services					
13	Personnel	336,620	26,882	302,346	89.8%	34,274
14	O&M	501,615	27,370	470,296	93.8%	31,319
15	Capital	-	-	-		-
16	Subtotal: Tech Services	838,235	54,252	772,642	92.2%	65,593
17	Billing & Collections					
18	Personnel	917,260	66,796	759,876	82.8%	157,384
19	O&M	423,510	70,486	412,671	97.4%	10,839
20	Capital	-	-	-		-
21	Subtotal: Billing & Collections	1,340,770	137,281	1,172,547	87.5%	168,223
22	City Hall Cost Allocation					
23	O&M	83,440	3,543	72,820	87.3%	10,620
24	Capital	-	-	-		-
25	Subtotal: City Hall Cost Allocation	83,440	3,543	72,820	87.3%	10,620
	Interdepartmental Cost Allocation	**$ (3,756,759)**	**$ (476,954)**	**$ (3,632,573)**	**96.7%**	**$ (124,186)**
	Net Interdepartmental Costs[1]	**$ -**	**$ -**	**$ -**		**$ -**

[1]All costs reported here are allocated to and entirely funded by the various departments that use the services provided internally by these shared departments.

RESOLUTION 2025-06

ADOPTING A CAPITAL IMPROVEMENT PLAN
FOR THE FIVE-YEAR PERIOD
FY26 through FY30

WHEREAS, it is important for the City to develop a short-range plan showing its capital outlay needs and setting forth a plan for financing those needs; and

WHEREAS, the development of such a plan helps to ensure that the City's short-range capital needs are being addressed in a responsible manner; and

WHEREAS, the development of such a plan helps prioritize the City's short- range capital needs while anticipating the resources that will be available to finance those needs; and

WHEREAS, the City's staff have developed the attached Capital Improvement Plan for the five-year period beginning in Fiscal Year 2026 and ending in Fiscal Year 2030; and

WHEREAS, the City Council have reviewed the attached Capital Improvement Plan and find that it reflects the capital needs of the City as can be reasonably anticipated.

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

Section 1. *That the City Council of the City of Milford adopt the attached Capital Improvement Plan for the five-year period beginning in Fiscal Year 2026 and ending in Fiscal Year 2030.*

Section 2. *The attached Capital Improvement Plan is intended to be a planning document only.*

Section 3. *This resolution was duly adopted at a meeting of the City Council of the City of Milford held on the 16th day of June 2025.*

_____
Mayor F. Todd Culotta

_____
City Clerk Katrina White

Attachment:
City of Milford CIP FY26-30

THE CITY of Milford DELAWARE

FY26 Budget Draft

Adjustments to Capital Improvement Plan (CIP)

Updated June 19, 2025

FY26 Budget Draft – Adjustments to CIP

- General Fund
  - Most Significant Funding Constraints
  - Streets Division within Public Works also impacted by General Fund
  - FY26 Deferrals & Consolidations total $1.6 million between CIP drafts
  - Updated the funding year to FY26 for $7,600 PD equipment purchase
  - Updated the priority, narrative, and funding sources for the Maple St and SW Front St Bridge Projects
- Public Works Fund
  - Significant Funding Constraints
  - Project costs allocated across general fund and utility funds depending on asset type/purpose
  - Streets Division capital expenditures borne entirely by General Fund
  - FY26 Deferrals & Consolidations total $4.0 million between CIP drafts
  - Minimal impacts to water and sewer infrastructure projects
- Utility Funds
  - Strength of electric, water and sewer utility reserves helped reduce need to defer utility projects
  - No deferrals of any electric projects required
- Total Adjustments to CIP
  - $5.6 million in FY26 CIP projects deferred, consolidated, or reduced in scope between CIP drafts
  - Commitment to balancing budget demonstrated across all funds and departments

FY26 Budget Draft – Public Works CIP Adjustments

Project ID	Fund (Ownership)	Department (Functional)	Project Title / Description	FY26 Capital Funding Recommendation	Notes / Basis for Recommendation	2026 Draft 1	2026 Draft 2
6GA03	Public Works	Garage	Roof Enclosure over the Fuel Pumps	Deferral to FY27+	Non-critical; delay for cost/benefit review	$ 90,000	$ -
6GA02	Public Works	Garage	Floor Scrubber	Deferral to FY27	Non-critical; GF Res funding constraints	6,000	-
5CH01	Public Works	City Hall ISF	City Hall Improvements	Partial Deferral	Underway; FY26 Funding pushed to FY27	15,000	15,000
6FM02	Public Works	Facilities	Public Works Garage floor	Deferral to FY27	Non-critical; funding constraints	45,000	-
6FM04	Public Works	Facilities	Public Works Lean-To	Deferral to FY27	Non-critical; funding constraints	30,000	-
3ST28	Public Works	Streets Dept	ADA Plan & Improvements	Fund in FY26; offset 6PW01	Partial grant funding; GF Res portion applied to 6PW01	150,000	150,000
6PW01	Public Works	Streets Dept	Mispillion Street South Side Infrastructure Project	Fund in FY26; leverage 3ST28 funds	Applicable components of 6PW01 eligible to be funded with allocation from 3ST28	175,000	25,000
3ST39	Public Works	Streets Dept	Transportation Studies	Existing Approval Only	Prior Approval Carryforward; FY26 Funding pushed to FY27	50,000	-
3ST29	Public Works	Streets Dept	Sidewalk Replacement and Gap Project	Fund in FY26; offset Annual Paving	GF Res portion will be coordinated with Annual Paving project/contract	238,000	-
6ST06	Public Works	Streets Dept	Storm Basin Rehabilitation Projects	Reduced Scope	Reduced FY26 GF Res portion, consolidated with 6ST13	50,000	20,000
6ST13	Public Works	Streets Dept	Storm Drain repair at Maitland Estates	Collapsed into 6ST06	Moved to 6ST06 as part of broader storm drain initiative	20,000	-
6ST11	Public Works	Streets Dept	S Walnut, Causey, Walnut Intersection	Deferral to FY27	GF Res funding constraints	50,000	-
Various	Public Works	Sewer	Sewer System Improvements	Existing Approval + Reduced FY26 Funding	Grants / Prior Approvals only; defer bulk of FY26 portion due to funding constraints	1,800,000	250,000
SE30	Public Works	Sewer	Construction of Pond & Basketball Court	Existing Approval & FY26 Funding Spread FY26-27	Prior Approval carryfwd; FY26 funds staggered FY26-27 to reflect actual timing	1,750,000	250,000
WA02	Public Works	Water	Lakeside Apartments Water System Metering Improvement Project	Deferral to FY27	Non-critical; funding constraints	200,000	-
ubtotal, Public Works Fund						**$ 4,669,000**	**$ 710,000**

FY26 Budget Draft – General Fund CIP Adjustments

Project ID	Fund (Ownership)	Department (Functional)	Project Title / Description	FY26 Capital Funding Recommendation	Notes / Basis for Recommendation	2026 Draft 1	2026 Draft 2
3PR65	General Fund	Parks & Rec	Sharp Property / Greenway Development	Reduced Scope	Phase I Only per recent Council Approval	$ 250,000	$ -
3PR59	General Fund	Parks & Rec	Marshall Pond Riverbank Development	No - Transferred	Non-critical; funding diverted to 3PR65	150,000	-
2PR02	General Fund	Parks & Rec	Open Space Acquisition	No - Placeholder	Never funded; placeholder for grant opportunities	500,000	-
7PR06	General Fund	Parks & Rec	Walking track extension at Silicato Park	Deferral to FY27	Non-critical; GF Res funding constraints	153,000	-
7PR05	General Fund	Parks & Rec	Silicato Park Fitness Equipment	Deferral to FY27	Non-critical; GF Res funding constraints	122,000	-
5PR02	General Fund	Parks & Rec	Parks & Rec Maint Shop Improvements	Existing Approval Only	Prior Approval Carryforward; FY26 Funding pushed to FY27	16,000	-
8PR04	General Fund	Parks & Rec	Construction of a Beach Volleyball Court	Deferral to FY28	Non-critical; GF Res funding constraints, maint concerns	25,000	-
5PL01	General Fund	Planning Dept	Bike Path Projects	Grants/Existing Only	Leverage grants and existing approvals only; defer FY26 GF Res due to funding constraints	325,000	-
6PD04	General Fund	Police Dept	Irrigation	Deferral to FY27	Non-critical, lower priority	56,700	-
6PD02	General Fund	Police Dept	Community Room Table & Chairs	Partial Deferral	Non-critical, lower priority, stagger	40,466	10,000
Subtotal, General Fund						**$ 1,638,166**	**$ 10,000**

CAPITAL IMPROVEMENT PLAN OVERVIEW

2026-2030

THE CITY of Milford DELAWARE



Presented:
June 5, 2025

Updated:
June 18, 2025

CAPITAL IMPROVEMENT PLAN

2026-2030

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FUNDING SOURCE SUMMARY BY DIVISION

Division	Prior Authorized	2026	2027	2028	2029	2030	Total
Economic Development	$ 16,213,934	$ 12,819,961	$ 6,876,592	$ -	$ -	$ -	$ 35,910,487
Electric	$ 969,947	$ 711,500	$ 1,181,556	$ 460,000	$ 1,325,000	$ 225,000	$ 4,873,003
Facilities	$ 354,500	$ 1,136,000	$ 115,000	$ 485,000	$ 100,000	$ -	$ 2,190,500
Garage/Fleet	$ 20,000	$ 7,386	$ 6,000	$ 80,000	$ -	$ -	$ 113,386
IT	$ 1,562,124	$ 287,068	$ 82,188	$ 305,302	$ -	$ -	$ 2,236,682
Parking	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
Parks & Recreation	$ 4,182,584	$ 2,113,500	$ 1,515,000	$ 9,215,000	$ 630,000	$ 680,000	$ 18,336,084
Planning	$ -	$ -	$ 50,000	$ -	$ -	$ -	$ 50,000
Police	$ 123,409	$ 2,743,401	$ 738,681	$ 147,029	$ 153,538	$ 6,999	$ 3,913,057
Public Works	$ -	$ 128,000	$ 380,000	$ -	$ -	$ -	$ 508,000
Sewer	$ 1,665,477	$ 2,600,000	$ 670,000	$ 600,000	$ 350,000	$ 350,000	$ 6,235,477
Solid Waste	$ -	$ 62,000	$ 65,000	$ 68,000	$ 71,000	$ 74,000	$ 340,000
Streets	$ 5,618,118	$ 12,786,563	$ 7,112,292	$ 8,139,000	$ 5,715,000	$ 5,612,000	$ 44,982,973
Water	$ 4,845,268	$ 7,462,500	$ 1,753,000	$ 2,068,000	$ 2,245,000	$ 6,495,000	$ 24,868,768
Total	**$ 36,055,361**	**$ 42,857,879**	**$ 20,545,309**	**$ 21,567,331**	**$ 10,589,538**	**$ 13,442,999**	**$ 145,058,417**

City of Milford

PROJECT SUMMARY BY DIVISION: ECONOMIC DEVELOPMENT

Dept/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Administration							
Milford Corporate Center	$ 16,213,934	$ 12,819,961	$ 6,876,592	$ -	$ -	$ -	$ 35,910,487
Administration Total	16,213,934	12,819,961	6,876,592	-	-	-	35,910,487
Total	**$ 16,213,934**	**$ 12,819,961**	**$ 6,876,592**	**$ -**	**$ -**	**$ -**	**$ 35,910,487**

Milford Corporate Center — 3MCC

Division:	Economic Development
Department:	Administration
Fund:	General Fund
Location:	Intersection of Routes 14 and 15
Priority	1 - Highest Priority Level
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Development of 182+/- acres into an industrial park. Includes the construction of water, sewer, electric, internal streets, DelDOT improvements and landscaping.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Water)	$7,042,115	$6,748,653	$293,462	$0	$3,203,677	$4,176,592	$0	$0	$0	$7,380,269	$14,422,384
Grant App (TIIF)	$0	$0	$0	$0	$2,257,457	$0	$0	$0	$0	$2,257,457	$2,257,457
Grant Award (Infra Plan/Site Ready)	$1,100,000	$100,000	$0	$1,000,000	$1,400,000	$0	$0	$0	$0	$1,400,000	$2,500,000
Grant Award (TIIF)	$5,050,531	$0	$531	$5,050,000	$0	$0	$0	$0	$0	$0	$5,050,531
Impact Fees (Electric)	$320,000	$0	$20,000	$300,000	$500,000	$200,000	$0	$0	$0	$700,000	$1,020,000
Impact Fees (Sewer)	$1,500,000	$0	$50,000	$1,450,000	$2,410,621	$0	$0	$0	$0	$2,410,621	$3,910,621
Impact Fees (Water)	$1,201,288	$0	$101,288	$1,100,000	$548,206	$0	$0	$0	$0	$548,206	$1,749,494
Loan (Fed/State/Other)	$0	$0	$0	$0	$2,500,000	$2,500,000	$0	$0	$0	$5,000,000	$5,000,000
Total	**$16,213,934**	**$6,848,653**	**$465,281**	**$8,900,000**	**$12,819,961**	**$6,876,592**	**$0**	**$0**	**$0**	**$19,696,553**	**$35,910,487**

City of Milford

PROJECT SUMMARY BY DIVISION: PLANNING

Dept/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Planning Department							
2028 Comprehensive Plan Update	$ -	$ -	$ 50,000	$ -	$ -	$ -	**$ 50,000**
Planning Department Total	-	-	50,000	-	-	-	50,000
Total	**$ -**	**$ -**	**$ 50,000**	**$ -**	**$ -**	**$ -**	**$ 50,000**

2028 Comprehensive Plan Update — 7PL01

Division:	Planning
Department:	Planning Department
Fund:	General Fund
Location:	
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Consultant assistance with 10-year State mandated Comprehensive Plan update.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$0	$50,000	$0	$0	$0	$50,000	$50,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$50,000**	**$50,000**

PROJECT SUMMARY BY DIVISION: PUBLIC WORKS

Dept/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Public Works Department							
Salt Spreader	$ -	$ 13,000	$ -	$ -	$ -	$ -	**$ 13,000**
Street Vehicle Tablet Program	$ -	$ 15,000	$ -	$ -	$ -	$ -	**$ 15,000**
Utility Vehicle	$ -	$ -	$ 30,000	$ -	$ -	$ -	**$ 30,000**
Wilbur and Pine Storm Drainage Improvement Project	$ -	$ 100,000	$ 350,000	$ -	$ -	$ -	**$ 450,000**
Public Works Department Total	-	128,000	380,000	-	-	-	508,000
Total	**$ -**	**$ 128,000**	**$ 380,000**	**$ -**	**$ -**	**$ -**	**508,000**

Salt Spreader — 6WA03

Division:	Public Works
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	Public Works
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	5.0 CU. YD Electric conveyor chain municipal hopper spreader - Will be used on SE-01 or W-06 hook truck (and therefore funding will be contributed equally between water & sewer funds).



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$13,000	$0	$0	$0	$0	$13,000	$13,000
Total	**$0**	**$0**	**$0**	**$0**	**$13,000**	**$0**	**$0**	**$0**	**$0**	**$13,000**	**$13,000**

Street Vehicle Tablet Program — 6ST14

Division:	Public Works
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	City Wide
Priority	2 - High Priority
Strategic Plan:	Public Safety & Preparedness
Description & Justification:	This program is to provide funding for 6 tablets and mounting equipment for the street division vehicles. The tablets will provide staff with GIS and workorder data, which will make field operations more efficient.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$15,000	$0	$0	$0	$0	$15,000	$15,000
Total	**$0**	**$0**	**$0**	**$0**	**$15,000**	**$0**	**$0**	**$0**	**$0**	**$15,000**	**$15,000**

Utility Vehicle — 7PW00

Division:	Public Works
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	City Wide
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This vehicle would be used by all public works departments, conducting various tasks to include, multi-trail snow removal, BMP maintennace, transporting tools and materials and moving staff and traffic control devices for special events. The vehicle would be electric powered.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$0	$30,000	$0	$0	$0	$30,000	$30,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$30,000**	**$0**	**$0**	**$0**	**$30,000**	**$30,000**

Wilbur and Pine Storm Drainage Improvement Project — 6ST16

Division:	Public Works
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	Wilbur and Pine
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project will add a storm drainage system to Wilbur and eliminate road flooding. The scope of work will include site evaluation, system design, survey, site management and storm system installation and road rehabilitation.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$100,000	$350,000	$0	$0	$0	$450,000	$450,000
Total	**$0**	**$0**	**$0**	**$0**	**$100,000**	**$350,000**	**$0**	**$0**	**$0**	**$450,000**	**$450,000**

PROJECT SUMMARY BY DIVISION: STREETS

Dept/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Public Works Department							
10th Street Intersection	$ 150,000	$ -	$ 1,500,000	$ 1,100,000	$ 1,100,000	$ -	**$ 3,850,000**
6 NW 4th Street Storm Improvement Project	$ -	$ 95,000	$ -	$ -	$ -	$ -	**$ 95,000**
ADA Plan & Improvements	$ 375,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	**$ 1,125,000**
Annual Paving	$ -	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	**$ 10,000,000**
Annual Street Rehabilitation	$ 3,156,348	$ -	$ -	$ -	$ -	$ -	**$ 3,156,348**
Asphalt Hot Box Reclaimers	$ -	$ 33,400	$ -	$ -	$ -	$ -	**$ 33,400**
Bike Path Projects	$ 406,000	$ -	$ 650,000	$ 813,000	$ 2,050,000	$ 3,200,000	**$ 7,119,000**
City BMP - Stormwater Management Program	$ -	$ 85,000	$ 30,000	$ 35,000	$ 25,000	$ 25,000	**$ 200,000**
Columbia Street Streetscape	$ -	$ -	$ -	$ 11,000	$ 70,000	$ -	**$ 81,000**
Construction of Pond & Basketball Court	$ 64,723	$ 1,750,000	$ -	$ -	$ -	$ -	**$ 1,814,723**
Culvert Installation PD Facility	$ -	$ 125,000	$ -	$ -	$ -	$ -	**$ 125,000**
Downtown Streetscape Area A (fka N. Washington Street Streetscape)	$ 710,000	$ 2,370,470	$ -	$ -	$ -	$ -	**$ 3,080,470**
Downtown Streetscape Area B (fka SW Front Street Streetscape)	$ 45,000	$ -	$ 1,617,292	$ -	$ -	$ -	**$ 1,662,292**
Five Year Road Evaluation Study	$ -	$ 75,000	$ -	$ -	$ -	$ -	**$ 75,000**
Franklin Street Streetscape	$ -	$ -	$ -	$ 15,000	$ 100,000	$ -	**$ 115,000**
Maple Street Bridge Replacement	$ 70,000	$ 2,754,000	$ -	$ -	$ -	$ -	**$ 2,824,000**
Masten Pond Project	$ -	$ -	$ 200,000	$ -	$ -	$ -	**$ 200,000**
Mispillion Street South Side Infrastructure Project	$ -	$ 175,000	$ -	$ -	$ -	$ -	**$ 175,000**
NE Front Street TAP Phase II	$ 65,000	$ 112,599	$ -	$ -	$ -	$ -	**$ 177,599**
New VMB (Message Boards)	$ -	$ 45,000	$ -	$ -	$ -	$ -	**$ 45,000**
NW Front Street TAP Phase I	$ -	$ 301,094	$ -	$ -	$ -	$ -	**$ 301,094**
S Walnut, Causey, Walnut Intersection	$ -	$ -	$ 150,000	$ -	$ -	$ -	**$ 150,000**
S. Walnut Street - Maple to McCoy	$ 150,000	$ -	$ 600,000	$ 3,800,000	$ -	$ -	**$ 4,550,000**
Safety Trailer	$ -	$ 30,000	$ -	$ -	$ -	$ -	**$ 30,000**
Sidewalk Replacement and Gap Project	$ 150,000	$ 238,000	$ 100,000	$ 100,000	$ 100,000	$ 112,000	**$ 800,000**
Storm Basin Rehabilitation Project in Milford Business Complex and Residential Neig	$ -	$ 20,000	$ 65,000	$ 65,000	$ 70,000	$ 75,000	**$ 295,000**
SW Front Street Bridge Replacement	$ 70,000	$ 2,420,000	$ -	$ -	$ -	$ -	**$ 2,490,000**
Transportation Studies	$ 206,047	$ -	$ 50,000	$ 50,000	$ 50,000	$ 50,000	**$ 406,047**
Vibrator Plate Compactor	$ -	$ 7,000	$ -	$ -	$ -	$ -	**$ 7,000**
Public Works Department Total	**5,618,118**	**12,786,563**	**7,112,292**	**8,139,000**	**5,715,000**	**5,612,000**	**44,982,973**
Total	**$ 5,618,118**	**$ 12,786,563**	**$ 7,112,292**	**$ 8,139,000**	**$ 5,715,000**	**$ 5,612,000**	**$ 44,982,973**

10th Street Intersection — 4ST10

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	10th Street
Priority	4 - Medium
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Reconfiguration of the 10th Street/N. Walnut Street/N. Rehoboth Boulevard intersections to accommodate pedestrian and bicycle facilities.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$150,000	$0	$0	$150,000	$0	$0	$0	$0	$0	$0	$150,000
Grant Award (DelDOT)	$0	$0	$0	$0	$0	$1,500,000	$1,100,000	$1,100,000	$0	$3,700,000	$3,700,000
Total	**$150,000**	**$0**	**$0**	**$150,000**	**$0**	**$1,500,000**	**$1,100,000**	**$1,100,000**	**$0**	**$3,700,000**	**$3,850,000**

6 NW 4th Street Storm Improvement Project — 6ST02

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	6 NW 4th Street
Priority	2 - High Priority
Strategic Plan:	Public Safety & Preparedness
Description & Justification:	The project is to reduce flooding in the backyard of 6 NW 4th Street. The scope of work is field evaluation, design, bid prep, and rehabilitation of the existing system, which includes enlarging an existing storm drain yard inlet and replacement of the existing 12-inch storm pipe that ties into N Washington.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$95,000	$0	$0	$0	$0	$95,000	$95,000
Total	**$0**	**$0**	**$0**	**$0**	**$95,000**	**$0**	**$0**	**$0**	**$0**	**$95,000**	**$95,000**

ADA Plan & Improvements — 3ST28

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	Locations throughout the City of Milford
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Design and construct non-compliant ADA conditions that are either identified in conjunction with other projects design efforts or the ADA improvement Plan, bringing those sites to compliance.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$300,499	$225,000	$0	$75,499	$0	$150,000	$150,000	$150,000	$150,000	$600,000	$900,499
Grant Award (RTT)	$74,501	$0	$0	$74,501	$150,000	$0	$0	$0	$0	$150,000	$224,501
Total	**$375,000**	**$225,000**	**$0**	**$150,000**	**$150,000**	**$150,000**	**$150,000**	**$150,000**	**$150,000**	**$750,000**	**$1,125,000**

Annual Paving — 6ST01

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	City Roads
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project will address road rehabilitation of the following streets to include water, sewer, concrete sidewalk and curb replacement and surface overlay for the following streets: NE 5th Street, SE 4th Street, Fisher Avenue, Hall Place, McColley

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$970,000	$1,218,000	$1,216,000	$1,214,000	$1,212,000	$5,830,000	$5,830,000
Grant Award (MSA)	$0	$0	$0	$0	$280,000	$282,000	$284,000	$286,000	$288,000	$1,420,000	$1,420,000
Grant Award (RTT)	$0	$0	$0	$0	$750,000	$500,000	$500,000	$500,000	$500,000	$2,750,000	$2,750,000
Total	**$0**	**$0**	**$0**	**$0**	**$2,000,000**	**$2,000,000**	**$2,000,000**	**$2,000,000**	**$2,000,000**	**$10,000,000**	**$10,000,000**

Annual Street Rehabilitation — 5ST01

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	Public Works
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	The Annual Street Rehabilitation Projects aim to improve road conditions throughout the City in order to better driving conditions for residents. In the coming years staff intends to expand upon standard repaving and include the addition of patching, crack sealing and microsurfacing to further improve road conditions. An engineering study was performed in 2022 and presented to council which indicated additional funding for patching would become necessary in future years to maintain or improve on the City's average PCI (Pavement Condition Index) rating. The increase in requested annual funds from $840,000 to $1,200,000 reflects the expansion of the program to include other methods and to cover increased costs.



Iroquois Ave., PCI = 94

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Sewer)	$299,301	$78,080	$221,221	$0	$0	$0	$0	$0	$0	$0	$299,301
Capital Reserves (Utility Fund)	$64,913	$64,913	$0	$0	$0	$0	$0	$0	$0	$0	$64,913
Capital Reserves (Water)	$1,112,134	$470,043	$642,091	$0	$0	$0	$0	$0	$0	$0	$1,112,134
Grant Award (MSA)	$550,000	$0	$550,000	$0	$0	$0	$0	$0	$0	$0	$550,000
Grant Award (RTT)	$1,130,000	$65,000	$1,065,000	$0	$0	$0	$0	$0	$0	$0	$1,130,000
Total	**$3,156,348**	**$678,036**	**$2,478,312**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,156,348**

Asphalt Hot Box Reclaimers — 6ST03

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	Public Works
Priority	4 - Medium
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This Project is to purchase an asphalt hotbox for streets maintenance and repairs. This will allow us to use hot asphalt for small repairs of patches Cost - $33,400



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$33,400	$0	$0	$0	$0	$33,400	$33,400
Total	**$0**	**$0**	**$0**	**$0**	**$33,400**	**$0**	**$0**	**$0**	**$0**	**$33,400**	**$33,400**

Bike Path Projects — 5PL01

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	Marshall St Striping, 113 (Seabury Water Plant), Airport Road, Route 113 (Milford Plaza to Buccaneer Blvd), NW Front Street Pathway, MHS Perimeter, Wickersham, MHS to Banneker, Golf Course, Watergate
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Striped lanes each side of Marshal - SE 2nd to Watergt S, Seabury plant Shawnee to Seabury, S Side Airport from 113 to Can Do Playground, E Side 113 from Milford Plaza to Buccaneer Blvd to Milford High School - DelDOT Funding, N Side of NW Front Street from Maple Avenue to Milford Plaza - DelDOT Funding, NE 10th to N Walnut around MHS Campus, Wellness Way/Cedar Ck to Windward Grove, MHS south along W Side of N Walnut to Bann, Wetland Xing Watergate to Shawnee PS, S side Watergate Blvd to SWM Pond

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$320,000	$0	$0	$320,000	$0	$650,000	$813,000	$2,050,000	$3,200,000	$6,713,000	$7,033,000
Grant Award (RTT)	$86,000	$0	$0	$86,000	$0	$0	$0	$0	$0	$0	$86,000
Total	**$406,000**	**$0**	**$0**	**$406,000**	**$0**	**$650,000**	**$813,000**	**$2,050,000**	**$3,200,000**	**$6,713,000**	**$7,119,000**

City BMP - Stormwater Management Program — 6ST04

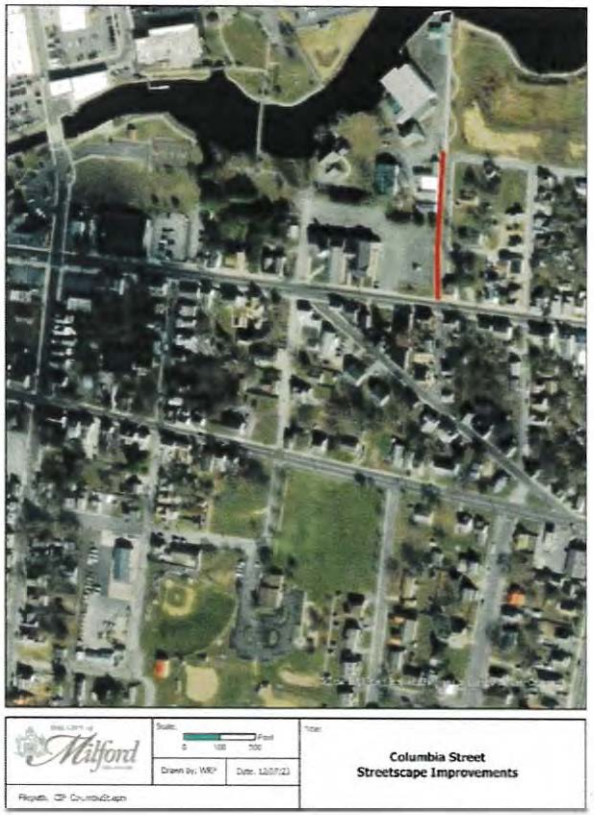
Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	City Wide
Priority	1 - Highest Priority Level
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project is to evaluate the condition of the 12 BMP ponds over the course of 1-2 years as well as to remediate the ponds based on the prioritization and recommendations emerging through the evaluation process. The remediation of ponds is likely to extend through the five-year CIP horizon. The evaluation will also result in the development of an annual in-house maintenance program, which will be budgeted in the Streets O&M Budget in the General Fund. This project was assigned the highest priority level, though not started, because the City's ponds are subject to regulatory requirements.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Stormwater)	$0	$0	$0	$0	$85,000	$30,000	$35,000	$25,000	$25,000	$200,000	$200,000
Total	**$0**	**$0**	**$0**	**$0**	**$85,000**	**$30,000**	**$35,000**	**$25,000**	**$25,000**	**$200,000**	**$200,000**

Columbia Street Streetscape — 8ST01

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Columbia Street Streetscape from the Riverwalk to SE Second Street then to Franklin Street, providing a streetscape.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$0	$0	$11,000	$70,000	$0	$81,000	$81,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$11,000**	**$70,000**	**$0**	**$81,000**	**$81,000**

Construction of Pond & Basketball Court — 3SE30

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	4th Street DDD (Downtown Development District)
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Photo



Photo #44: Benjamin Banneker Elementary School Pond

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$37,823	$37,823	$0	$0	$1,750,000	$0	$0	$0	$0	$1,750,000	$1,787,823
Grant App (TBD/Mixed)	$26,900	$26,900	$0	$0	$0	$0	$0	$0	$0	$0	$26,900
Total	**$64,723**	**$64,723**	**$0**	**$0**	**$1,750,000**	**$0**	**$0**	**$0**	**$0**	**$1,750,000**	**$1,814,723**

Culvert Installation PD Facility — 6ST07

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	PD Facility and Front Street
Priority	1 - Highest Priority Level
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project will complete the culvert site work requiremnts at the Police Station. The scope of work is to extend the existing drainage culvert, modify the road shoulder and add additional guardrail. This project includes site engineering, construction drawings, bid preparation , site inspection and construction.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Loan (Fed/State/Other)	$0	$0	$0	$0	$125,000	$0	$0	$0	$0	$125,000	$125,000
Total	**$0**	**$0**	**$0**	**$0**	**$125,000**	**$0**	**$0**	**$0**	**$0**	**$125,000**	**$125,000**

Downtown Streetscape Area A (fka N. Washington Street Streetscape) 4ST01

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	N. Washington Street (NE Front Street to River)
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	N. Washington Street, Park Avenue, Denney Row Streetscape project and Park Avenue parking lot. Includes former projects 3GF41 and 5ST03.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$710,000	$135,453	$0	$574,547	$2,370,470	$0	$0	$0	$0	$2,370,470	$3,080,470
Total	**$710,000**	**$135,453**	**$0**	**$574,547**	**$2,370,470**	**$0**	**$0**	**$0**	**$0**	**$2,370,470**	**$3,080,470**

Downtown Streetscape Area B (fka SW Front Street Streetscape) 3ST33

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	SW Front Street
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	SW Front Street Streetscape from S. Walnut Street to N. Church Street. Adjusted timing to align with bridge completion.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$45,000	$0	$0	$45,000	$0	$1,617,292	$0	$0	$0	$1,617,292	$1,662,292
Total	**$45,000**	**$0**	**$0**	**$45,000**	**$0**	**$1,617,292**	**$0**	**$0**	**$0**	**$1,617,292**	**$1,662,292**

Five Year Road Evaluation Study — 6ST08

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	City Wide
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project evaluates every roadway in the City of Milford and rates the condition. This is a tool that helps staff determine the City wide annual paving and rehabilitation program. It is recommended that this assessment be done every 5 years

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$75,000	$0	$0	$0	$0	$75,000	$75,000
Total	**$0**	**$0**	**$0**	**$0**	**$75,000**	**$0**	**$0**	**$0**	**$0**	**$75,000**	**$75,000**

Franklin Street Streetscape — 8ST02

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Franklin Street Streetscape from Mispillion Riverwalk to SE Second Street to Milford Parks and Recreation Facility south of SE Second.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$0	$0	$15,000	$100,000	$0	$115,000	$115,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$15,000**	**$100,000**	**$0**	**$115,000**	**$115,000**

Maple Street Bridge Replacement — 3ST34

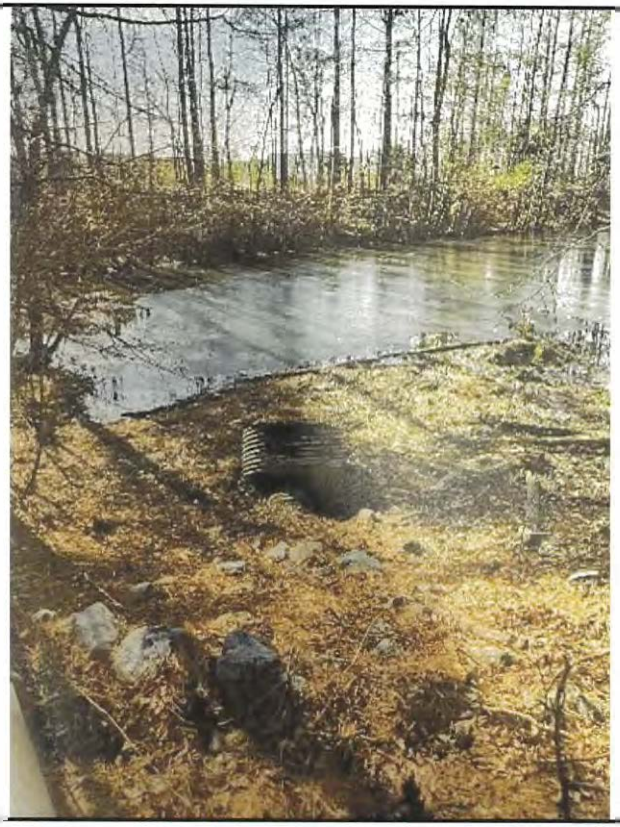
Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	
Priority	1 - Highest Priority Level
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Under contract for required repair through DelDOT, with 80% DelDOT funded. Seeking grant funding for City's 20%; otherwise, mix of general funds, utility funds (if applicable for utility relocations), RTT and MSA will support the City's cost share. The bridge being replaced is located on Maple Street between NW Front Street and Causey Avenue. Bridge will be designed and bid by DELDOT. Federal Bridge Replacement Funds will cover 80% of the cost. The CIP construction cost is only an estimate. Actual cost will be determined once the design is complete and bids are awarded. In addition to the cost share of the bridge, the City will need to have the existing water and sewer lines relocated. The cost of the additional work, estimated at $250,000, will cover engineering design, bid prep and relocation costs. Relocation must occur prior to the bridge rehabilitation.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Sewer)	$0	$0	$0	$0	$125,000	$0	$0	$0	$0	$125,000	$125,000
Capital Reserves (Water)	$0	$0	$0	$0	$125,000	$0	$0	$0	$0	$125,000	$125,000
Grant Award (DelDOT)	$56,000	$56,000	$0	$0	$2,004,000	$0	$0	$0	$0	$2,004,000	$2,060,000
Grant Award (MSA)	$14,000	$14,000	$0	$0	$0	$0	$0	$0	$0	$0	$14,000
Grant Award (RTT)	$0	$0	$0	$0	$500,000	$0	$0	$0	$0	$500,000	$500,000
Total	**$70,000**	**$70,000**	**$0**	**$0**	**$2,754,000**	**$0**	**$0**	**$0**	**$0**	**$2,754,000**	**$2,824,000**

Masten Pond Project — 7ST09

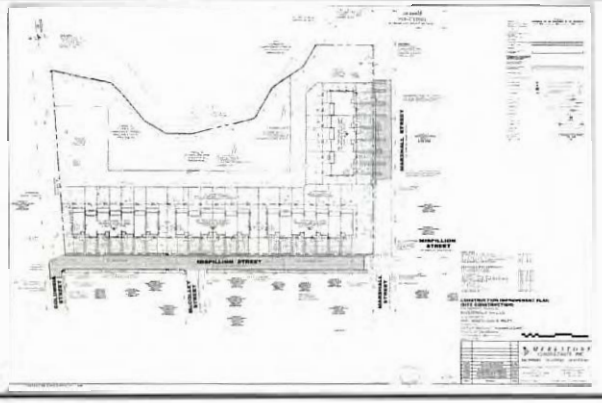
Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	Masten Pond
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project will address deficiencies identified during the annual BMP inspection. The scope of this project will include design, bid development, site management and repairs. The repairs will cover the replacement of the inflow structure, replacement of the outfall drainage pipe, installation of a new outfall structure and stone armored banks to avoid erosion.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$0	$200,000	$0	$0	$0	$200,000	$200,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,000**	**$0**	**$0**	**$0**	**$200,000**	**$200,000**

Mispillion Street South Side Infrastructure Project — 6PW01

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	Mispillion Street
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project will fund road rehabilitation to the south side of Mispillion Street. The project will include road repair, overlay, 600lf of curb, 500lf of sidewalk, 4 ADA ramps and driveway apron installation.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$25,000	$0	$0	$0	$0	$25,000	$25,000
Grant Award (RTT)	$0	$0	$0	$0	$150,000	$0	$0	$0	$0	$150,000	$150,000
Total	**$0**	**$0**	**$0**	**$0**	**$175,000**	**$0**	**$0**	**$0**	**$0**	**$175,000**	**$175,000**

NE Front Street TAP Phase II — 5ST05

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	NE Front Street (NE Fourth Street to Brady)
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	NE Front Street TAP project from NE Fourth Street to Brady Drive. Includes shared use path along the north side of NE Front Street and sidewalks along the south side. Project funded 80% DelDOT, 20% City.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$65,000	$0	$0	$65,000	$112,599	$0	$0	$0	$0	$112,599	$177,599
Total	**$65,000**	**$0**	**$0**	**$65,000**	**$112,599**	**$0**	**$0**	**$0**	**$0**	**$112,599**	**$177,599**

New VMB (Message Boards) — 6ST10

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	Public Works
Priority	2 - High Priority
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	This project is to purchase two Message boards that will serve throughout the city to inform residents of upcoming events and street closures. The city supports 47 special events and multiple roads reconstruction projects. Cost - $45,000



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$45,000	$0	$0	$0	$0	$45,000	$45,000
Total	**$0**	**$0**	**$0**	**$0**	**$45,000**	**$0**	**$0**	**$0**	**$0**	**$45,000**	**$45,000**

NW Front Street TAP Phase I — 6ST00

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	NW Front Street (Church Street to Parson Thorne)
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	NW Front Street Streetscape project from Church Street to Truitt Avenue on the north side and to Mill Street on the south side.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$301,094	$0	$0	$0	$0	$301,094	$301,094
Total	**$0**	**$0**	**$0**	**$0**	**$301,094**	**$0**	**$0**	**$0**	**$0**	**$301,094**	**$301,094**

Sidewalk Replacement and Gap Project — 3ST29

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	Public Works
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	The project will fund the implementation of missing sidewalk throughout the City. Sidewalk installation locations will be determined in the fall. Residents will be contacted, involved in the process and approve the location and improvements. Implementation will occur in the spring of the following year. The project is limited to approximately 1,000 linear feet of concrete sidewalk per year.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$238,000	$100,000	$100,000	$100,000	$112,000	$650,000	$650,000
Grant Award (RTT)	$150,000	$0	$0	$150,000	$0	$0	$0	$0	$0	$0	$150,000
Total	**$150,000**	**$0**	**$0**	**$150,000**	**$238,000**	**$100,000**	**$100,000**	**$100,000**	**$112,000**	**$650,000**	**$800,000**

Storm Basin Rehabilitation Project in Milford Business Complex and Residential Neighborhood — 6ST06

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	City Wide
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project will rehabilitate 10 failing storm basins per year. The structures are settling and causing the asphalt to fail and create safety hazards and damage the infrastructure. The following are the areas that will be addressed over the next 5 years, Milford Business Complex, Masten Business Complex and Meadows of Shawnee. 6ST13 Maitland consolidated here.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$5,000	$50,000	$50,000	$55,000	$60,000	$220,000	$220,000
Capital Reserves (Stormwater)	$0	$0	$0	$0	$15,000	$15,000	$15,000	$15,000	$15,000	$75,000	$75,000
Total	**$0**	**$0**	**$0**	**$0**	**$20,000**	**$65,000**	**$65,000**	**$70,000**	**$75,000**	**$295,000**	**$295,000**

Safety Trailer — 6ST12

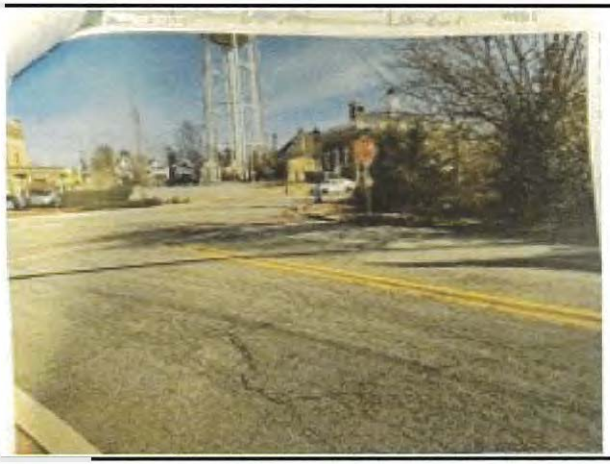
Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	Public Works
Priority	2 - High Priority
Strategic Plan:	Public Safety & Preparedness
Description & Justification:	This Project is to purchase a safety trailer that carries cones and barricades for emergency street closures as well as events for the City. This cost will include the trailer, barricades and safety cones. This past year we had 43 road closures to support downtown construction and events. Cost - $30,000.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$30,000	$0	$0	$0	$0	$30,000	$30,000
Total	**$0**	**$0**	**$0**	**$0**	**$30,000**	**$0**	**$0**	**$0**	**$0**	**$30,000**	**$30,000**

S Walnut, Causey, Walnut Intersection — 7ST11

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	Causey Ave, S. Walnut st.
Priority	4 - Medium
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project will improve the S Walnut and Causey intersection, which will include street parking on Causey, pedistrian crosswalk improvements on Walnut and better access to the customer service facilty. The project will require enginering design, survey, DelDOT approval and reconstruction.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$0	$150,000	$0	$0	$0	$150,000	$150,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$150,000**	**$0**	**$0**	**$0**	**$150,000**	**$150,000**

S. Walnut Street - Maple to McCoy — 4ST02

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	S. Walnut Street - Maple Avenue to McCoy Street
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	S. Walnut Street traffic calming and bike/ped project from Maple Avenue to McCoy Street.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$150,000	$49,667	$0	$100,333	$0	$0	$0	$0	$0	$0	$150,000
Grant App (TBD/Mixed)	$0	$0	$0	$0	$0	$600,000	$3,800,000	$0	$0	$4,400,000	$4,400,000
Total	**$150,000**	**$49,667**	**$0**	**$100,333**	**$0**	**$600,000**	**$3,800,000**	**$0**	**$0**	**$4,400,000**	**$4,550,000**

SW Front Street Bridge Replacement — 3ST38

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	
Priority	1 - Highest Priority Level
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Under contract for required repair through DelDOT, with 80% DelDOT funded. Seeking grant funding for City's 20%; otherwise, mix of general funds, utility funds (if applicable for utility relocations), RTT and MSA will support the City's cost share. The bridge being replaced is located on SW Front Street Bridge to be replaced between Walnut and Church Street. Bridge will be designed and bid by DELDOT. Federal Bridge Replacement Funds will cover 80% of the cost. The CIP construction cost is only an estimate. Actual cost will be determined once the design is complete and bids are awarded. In addition to the cost share of the bridge, the City will need to have the existing sewer line relocated. The cost of the additional work, estimated at $100,000, will cover engineering design, bid prep and relocation costs. Relocation must occur prior to the bridge rehabilitation.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Sewer)	$0	$0	$0	$0	$100,000	$0	$0	$0	$0	$100,000	$100,000
Grant Award (DelDOT)	$56,000	$56,000	$0	$0	$1,920,000	$0	$0	$0	$0	$1,920,000	$1,976,000
Grant Award (MSA)	$14,000	$14,000	$0	$0	$0	$0	$0	$0	$0	$0	$14,000
Grant Award (RTT)	$0	$0	$0	$0	$400,000	$0	$0	$0	$0	$400,000	$400,000
Total	**$70,000**	**$70,000**	**$0**	**$0**	**$2,420,000**	**$0**	**$0**	**$0**	**$0**	**$2,420,000**	**$2,490,000**

Sidewalk Replacement and Gap Project — 3ST29

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	Public Works
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	The project will fund the implementation of missing sidewalk throughout the City. Sidewalk installation locations will be determined in the fall. Residents will be contacted, involved in the process and approve the location and improvements. Implementation will occur in the spring of the following year. The project is limited to approximately 1,000 linear feet of concrete sidewalk per year.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$238,000	$100,000	$100,000	$100,000	$112,000	$650,000	$650,000
Grant Award (RTT)	$150,000	$0	$0	$150,000	$0	$0	$0	$0	$0	$0	$150,000
Total	**$150,000**	**$0**	**$0**	**$150,000**	**$238,000**	**$100,000**	**$100,000**	**$100,000**	**$112,000**	**$650,000**	**$800,000**

Storm Basin Rehabilitation Project in Milford Business Complex and Residential Neighborhood — 6ST06

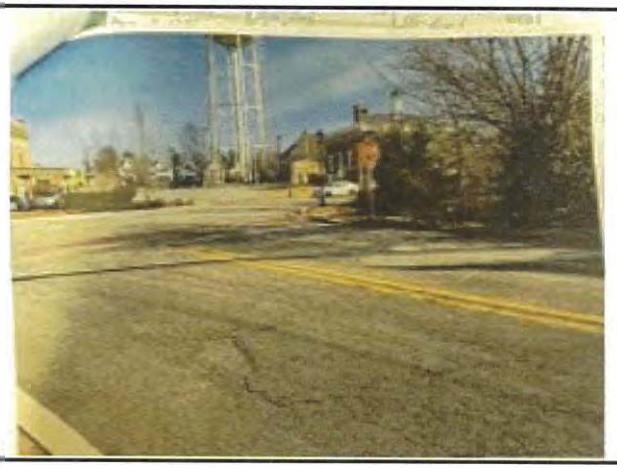
Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	City Wide
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project will rehabilitate 10 failing storm basins per year. The structures are settling and causing the asphalt to fail and create safety hazards and damage the infrastructure. The following are the areas that will be addressed over the next 5 years, Milford Business Complex, Masten Business Complex and Meadows of Shawnee. 6ST13 Maitland consolidated here.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$5,000	$50,000	$50,000	$55,000	$60,000	$220,000	$220,000
Capital Reserves (Stormwater)	$0	$0	$0	$0	$15,000	$15,000	$15,000	$15,000	$15,000	$75,000	$75,000
Total	**$0**	**$0**	**$0**	**$0**	**$20,000**	**$65,000**	**$65,000**	**$70,000**	**$75,000**	**$295,000**	**$295,000**

S Walnut, Causey, Walnut Intersection — 7ST11

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	Causey Ave, S. Walnut st.
Priority	4 - Medium
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project will improve the S Walnut and Causey intersection, which will include street parking on Causey, pedistrian crosswalk improvements on Walnut and better access to the customer service facilty. The project will require enginering design, survey, DelDOT approval and reconstruction.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$0	$150,000	$0	$0	$0	$150,000	$150,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$150,000**	**$0**	**$0**	**$0**	**$150,000**	**$150,000**

S. Walnut Street - Maple to McCoy — 4ST02

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	S. Walnut Street - Maple Avenue to McCoy Street
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	S. Walnut Street traffic calming and bike/ped project from Maple Avenue to McCoy Street.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$150,000	$49,667	$0	$100,333	$0	$0	$0	$0	$0	$0	$150,000
Grant App (TBD/Mixed)	$0	$0	$0	$0	$0	$600,000	$3,800,000	$0	$0	$4,400,000	$4,400,000
Total	**$150,000**	**$49,667**	**$0**	**$100,333**	**$0**	**$600,000**	**$3,800,000**	**$0**	**$0**	**$4,400,000**	**$4,550,000**

SW Front Street Bridge Replacement — 3ST38

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	SW Front Street Bridge to be replaced between Walnut and Church Street. Bridge project will be designed and bid by DELDOT. Federal Bridge Replacement Funds will cover 80% of the project cost. This project will require the City to relocate a wastewater sewer line. The bridge is still under design and the final cost estimate has not been completed. The FY26 request is an estimate.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$14,000	$14,000	$0	$0	$580,000	$0	$0	$0	$0	$580,000	$594,000
Grant Award (DelDOT)	$56,000	$56,000	$0	$0	$1,920,000	$0	$0	$0	$0	$1,920,000	$1,976,000
Total	**$70,000**	**$70,000**	**$0**	**$0**	**$2,500,000**	**$0**	**$0**	**$0**	**$0**	**$2,500,000**	**$2,570,000**

Transportation Studies — 3ST39

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	Throughout the City, as needed
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project budget funds transportation studies as the need arises, throughout the City.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$206,047	$122,186	$241	$83,620	$0	$50,000	$50,000	$50,000	$50,000	$200,000	$406,047
Total	**$206,047**	**$122,186**	**$241**	**$83,620**	**$0**	**$50,000**	**$50,000**	**$50,000**	**$50,000**	**$200,000**	**$406,047**

Vibrator Plate Compactor — 6ST15

Division:	Streets
Department:	Public Works Department
Fund:	General Fund
Location:	Public Works
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project is to purchase a new vibrator plate compactor for street repairs. Cost-$7,000



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$7,000	$0	$0	$0	$0	$7,000	$7,000
Total	**$0**	**$0**	**$0**	**$0**	**$7,000**	**$0**	**$0**	**$0**	**$0**	**$7,000**	**$7,000**

City of Milford

PROJECT SUMMARY BY DIVISION: PARKING

Dept/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Public Works Department							
N. Walnut St./NE Front St. Lot Enhancements	$ 500,000	$ -	$ -	$ -	$ -	$ -	**$ 500,000**
Public Works Department Total	500,000	-	-	-	-	-	500,000
Total	**$ 500,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 500,000**

N. Walnut St./NE Front St. Lot Enhancements — 3ST50

Division:	Parking
Department:	Public Works Department
Fund:	General Fund
Location:	Front/Walnut
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	'This project budget funds design and construction for paving and feature enhancements of the Public Parking at Front and Walnut.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$200,000	$0	$0	$200,000	$0	$0	$0	$0	$0	$0	$200,000
Grant Award (RTT)	$300,000	$0	$0	$300,000	$0	$0	$0	$0	$0	$0	$300,000
Total	**$500,000**	**$0**	**$0**	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$500,000**

PROJECT SUMMARY BY DIVISION: GARAGE/FLEET

Dept/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Public Works Department							
A/C Recovery Machine	$ -	$ 7,386	$ -	$ -	$ -	$ -	$ 7,386
Floor Scrubber	$ -	$ -	$ 6,000	$ -	$ -	$ -	$ 6,000
Roof Enclosure over the Fuel Pumps	$ 20,000	$ -	$ -	$ 80,000	$ -	$ -	$ 100,000
Public Works Department Total	20,000	7,386	6,000	80,000	-	-	113,386
Total	**$ 20,000**	**$ 7,386**	**$ 6,000**	**$ 80,000**	**$ -**	**$ -**	**$ 113,386**

A/C Recovery Machine — 6GA01

Division:	Garage/Fleet
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	Public Works
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	A/C Recovery Machine R 1234FY freon with equipment to service all city fleet.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$7,386	$0	$0	$0	$0	$7,386	$7,386
Total	**$0**	**$0**	**$0**	**$0**	**$7,386**	**$0**	**$0**	**$0**	**$0**	**$7,386**	**$7,386**

Floor Scrubber — 6GA02

Division:	Garage/Fleet
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	Public Works
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Floor Scrubber for the shop CBP9841-3690



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$0	$6,000	$0	$0	$0	$6,000	$6,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$6,000**	**$0**	**$0**	**$0**	**$6,000**	**$6,000**

Roof Enclosure over the Fuel Pumps — 6GA03

Division:	Garage/Fleet
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	Public Works
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Roof Enclosure over the fuel pumps



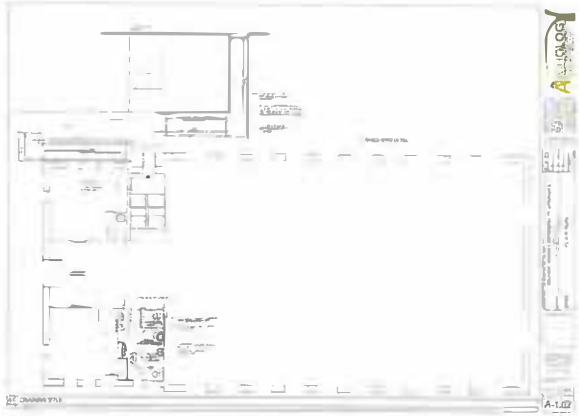
Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$20,000	$0	$0	$20,000	$0	$0	$80,000	$0	$0	$80,000	$100,000
Total	**$20,000**	**$0**	**$0**	**$20,000**	**$0**	**$0**	**$80,000**	**$0**	**$0**	**$80,000**	**$100,000**

PROJECT SUMMARY BY DIVISION: FACILITIES

Dept/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Public Works Department							
Armory ADA Improvements (Front Building)	$ 150,000	$ 300,000	$ -	$ -	$ -	$ -	**$ 450,000**
City Hall Improvements	28,000	-	23,000	-	-	-	**51,000**
Facilites New Vehicle	-	66,000	-	-	-	-	**66,000**
Parks & Recreation Maintenance Shop Improvements	26,500	-	-	385,000	-	-	**411,500**
Public Works Expansion / City Office Efficiency	150,000	750,000	17,000	100,000	100,000	-	**1,117,000**
Public Works Garage floor	-	-	45,000	-	-	-	**45,000**
Public Works Generator Repair	-	20,000	-	-	-	-	**20,000**
Public Works Lean-To	-	-	30,000	-	-	-	**30,000**
Public Works Department Total	**354,500**	**1,136,000**	**115,000**	**485,000**	**100,000**	**-**	**2,190,500**
Total	**$ 354,500**	**$ 1,136,000**	**$ 115,000**	**$ 485,000**	**$ 100,000**	**$ -**	**$ 2,190,500**

Armory ADA Improvements (Front Building) — 4PR14

Division:	Facilities
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	Armory (front building)
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	The Armory (Front Building) Improvements will include the following: Design and bid prep- $50,000 - Upgrades to the original Armory building, including installation of ADA ramp, inside chair lift, and restroom improvements. Total Price $ 400,000 Overall Price $450,000



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$30,000	$0	$0	$30,000	$300,000	$0	$0	$0	$0	$300,000	$330,000
Grant Award (Bond Bill)	$120,000	$0	$0	$120,000	$0	$0	$0	$0	$0	$0	$120,000
Total	**$150,000**	**$0**	**$0**	**$150,000**	**$300,000**	**$0**	**$0**	**$0**	**$0**	**$300,000**	**$450,000**

City Hall Improvements — 5CH01

Division:	Facilities
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	City Hall
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	The City Hall Improvements will include the following: - Council Chamber Chairs- This will replace the Council Conference Room chairs & staff chairs in the Council Chambers that have met their life expectancy. Total Price- $30,000: $15,000 (FY25 - Council Conf Room - June/July estimate) & $15,000 (FY26 - Staff) -This project is to completely paint the upstairs of City Hall. Total Price $13,000 (FY25 - scheduled spring 2025) -This project is to paint the interior of all of the Finance building. Total Price $8,000 (FY27) Overall Price $51,000 $23,000 from FY26-30 $15,000 required to be funded in FY26

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$28,000	$0	$28,000	$0	$0	$23,000	$0	$0	$0	$23,000	$51,000
Total	**$28,000**	**$0**	**$28,000**	**$0**	**$0**	**$23,000**	**$0**	**$0**	**$0**	**$23,000**	**$51,000**

Facilites New Vehicle — 6FM01

Division:	Facilities
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	Public Works
Priority	4 - Medium
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This Vehicle is for the Facilities department to refrain from using a personal vehicle. Cost- $66,000



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$66,000	$0	$0	$0	$0	$66,000	$66,000
Total	**$0**	**$0**	**$0**	**$0**	**$66,000**	**$0**	**$0**	**$0**	**$0**	**$66,000**	**$66,000**

Parks & Recreation Maintenance Shop Improvements — 5PR02

Division:	Facilities
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	Parks & Recreation (SHOP)
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	The Porks & Recreation (Maintenance Shop) Improvements will include the following: - Install an ice machine system for the Armory in FY25 Total Price $8,500 - Install access controls at the Armory Maintenance shop in FY25 Total Price $18,000 - Install a new HVAC system at the armory maintenance shop in FY28 Total Price $30,000 - Demolish the existing storage huts ($60,000) & construct a new pole building ($175,000) in FY28 Total Price $235,000 - Repave the parking lot in FY28 Total Price $70,000 - Convert the heating system from oil to natural gas at the P&R maintenance buiilding in FY28 Total Price $50,000 Overall Costs for FY25 Carryforward - $26,500 Overall Price for FY28- $385,000

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$26,500	$0	$10,500	$16,000	$0	$0	$385,000	$0	$0	$385,000	$411,500
Total	**$26,500**	**$0**	**$10,500**	**$16,000**	**$0**	**$0**	**$385,000**	**$0**	**$0**	**$385,000**	**$411,500**

Public Works Expansion / City Office Efficiency — 4PW01

Division:	Facilities
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	Public Works Facility
Priority	3 - Medium High
Strategic Plan:	Fiscal/Economic Health & Development
Description & Justification:	Existing Project, with Revised Scope The Public Works Improvements include the following: - Construct pole building to house electric division supplies & equipment FY26 Cost estimate $675,000 -Front Office entrance at Public Works enhancement FY26 Cost estimate $75,000 -Landscaping around exterior of Public Works building FY 27 Cost estimate $17,000 -Fleet bay expansion FY28 Cost estimate-$100,000 Property yard paving estimate -$100,000

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$0	$0	$0	$0	$710,000	$0	$0	$0	$0	$710,000	$710,000
Capital Reserves (Sewer)	$0	$0	$0	$0	$20,000	$0	$0	$0	$0	$20,000	$20,000
Capital Reserves (Utility Fund)	$150,000	$10,926	$5,074	$134,000	$0	$17,000	$100,000	$100,000	$0	$217,000	$367,000
Capital Reserves (Water)	$0	$0	$0	$0	$20,000	$0	$0	$0	$0	$20,000	$20,000
Total	**$150,000**	**$10,926**	**$5,074**	**$134,000**	**$750,000**	**$17,000**	**$100,000**	**$100,000**	**$0**	**$967,000**	**$1,117,000**

Public Works Garage floor — 6FM02

Division:	Facilities
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	Public Works Garage
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This Project is to re-do the flooring in the garage. It's been 12 years since the flooring has been done. Cost-$45,000

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$0	$45,000	$0	$0	$0	$45,000	$45,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$45,000**	**$0**	**$0**	**$0**	**$45,000**	**$45,000**

Public Works Generator Repair — 6FM03

Division:	Facilities
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	Public Works
Priority	2 - High Priority
Strategic Plan:	Public Safety & Preparedness
Description & Justification:	This project is to repair the generator at Public Works so SCADA doesn't crash as well as an automatic reboot once the system goes down instead of manually rebooting. Cost - $20,000

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$20,000	$0	$0	$0	$0	$20,000	$20,000
Total	**$0**	**$0**	**$0**	**$0**	**$20,000**	**$0**	**$0**	**$0**	**$0**	**$20,000**	**$20,000**

Public Works Lean-To — 6FM04

Division:	Facilities
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	Public Works
Priority	4 - Medium
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This Project is to construct (2) Lean-to structures at Public Works to protect equipment and materials from the elements. Cost-$30,000

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$0	$30,000	$0	$0	$0	$30,000	$30,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$30,000**	**$0**	**$0**	**$0**	**$30,000**	**$30,000**

PROJECT SUMMARY BY DIVISION: SOLID WASTE

Dept/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Public Works Department							
Trash/Recycle/Yard waste Container Replacement Program	$ -	$ 62,000	$ 65,000	$ 68,000	$ 71,000	$ 74,000	$ **340,000**
Public Works Department Total		62,000	65,000	68,000	71,000	74,000	340,000
Total	$ -	$ 62,000	$ 65,000	$ 68,000	$ 71,000	$ 74,000	$ 340,000

Trash/Recycle/Yard waste Container Replacement Program — 6SW01

Division:	Solid Waste
Department:	Public Works Department
Fund:	Solid Waste Fund
Location:	City Wide
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	This program will replace the trash, recycling and yard waste containers for every resident in the City, with the exception of any subdivisions that are 5 years are newer. Each resident will receive 3 containers at a cost of $125. The program will replace 500 per year. Starting in the section of town that has the oldest containers.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Solid Waste)	$0	$0	$0	$0	$62,000	$65,000	$68,000	$71,000	$74,000	$340,000	$340,000
Total	**$0**	**$0**	**$0**	**$0**	**$62,000**	**$65,000**	**$68,000**	**$71,000**	**$74,000**	**$340,000**	**$340,000**

PROJECT SUMMARY BY DIVISION: WATER

Dept/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Public Works Department							
Chlorine scrubber for gas chlorine at water plants	$ 75,000	$ 85,000	$ 85,000	$ 85,000	$ -	$ -	**$ 330,000**
City Wide 10-Yr Blowoff Project	$ -	$ 40,000	$ 40,000	$ 40,000	$ 45,000	$ 45,000	**$ 210,000**
Kenton's Treatment Plant Control Relocation	$ -	$ 50,000	$ 125,000	$ -	$ -	$ -	**$ 175,000**
Lakeside Apartments Water System Metering Improvement Project	$ -	$ -	$ 200,000	$ 100,000	$ 100,000	$ -	**$ 400,000**
NW City Area Tower/Wells/Treatment	$ 300,000	$ 7,000,000	$ -	$ -	$ -	$ -	**$ 7,300,000**
Seabury Control Upgrade	$ -	$ 75,000	$ -	$ -	$ -	$ -	**$ 75,000**
Utility System Extensions (Water & Sewer)	$ 1,465,000	$ -	$ 70,000	$ 450,000	$ 900,000	$ 5,500,000	**$ 8,385,000**
Water Infrastructure Supporting Street Rehab	$ 1,893,134	$ -	$ 1,020,500	$ 1,180,500	$ 1,000,000	$ 750,000	**$ 5,844,134**
Water Infrastructure Upgrades	$ 1,112,134	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	**$ 2,112,134**
Water Treatment Upgrades - Gas Chlorine	$ -	$ 12,500	$ 12,500	$ 12,500	$ -	$ -	**$ 37,500**
Public Works Department Total	4,845,268	7,462,500	1,753,000	2,068,000	2,245,000	6,495,000	24,868,768
Total	**$ 4,845,268**	**$ 7,462,500**	**$ 1,753,000**	**$ 2,068,000**	**$ 2,245,000**	**$ 6,495,000**	**$ 24,868,768**

Chlorine scrubber for gas chlorine at water plants — 5WA10

Division:	Water
Department:	Public Works Department
Fund:	Water Fund
Location:	Public Works
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	We would like to change out chlorine tablets for gas chlorine unit and scrubber for the Tenth Street Treatment Plant. With the cost of tablets and the issues maintaining a controlled residual, the division feels gas is a better solution and 100% disinfection for better water quality. Tenth Street Plant is the biggest water supply in the city prodicing 1.4 million gallons per day.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Water)	$75,000	$0	$75,000	$0	$85,000	$85,000	$85,000	$0	$0	$255,000	$330,000
Total	**$75,000**	**$0**	**$75,000**	**$0**	**$85,000**	**$85,000**	**$85,000**	**$0**	**$0**	**$255,000**	**$330,000**

City Wide 10-Yr Blowoff Project — 6WA06

Division:	Water
Department:	Public Works Department
Fund:	Water Fund
Location:	Various
Priority	4 - Medium
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Within the water main system there are approximately 40 water main sections that deadend. These locations require staff to manually flush those sections twice a year. Over the next 10 years, 4 locations per year will have auto blowoffs installed. The auto blowoff system will improve water quality and reduce in-house manual flushing operations. Locations are: S. Rehoboth St., S. Walnut St., Evans St., Lighthouse Estates



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Water)	$0	$0	$0	$0	$40,000	$40,000	$40,000	$45,000	$45,000	$210,000	$210,000
Total	**$0**	**$0**	**$0**	**$0**	**$40,000**	**$40,000**	**$40,000**	**$45,000**	**$45,000**	**$210,000**	**$210,000**

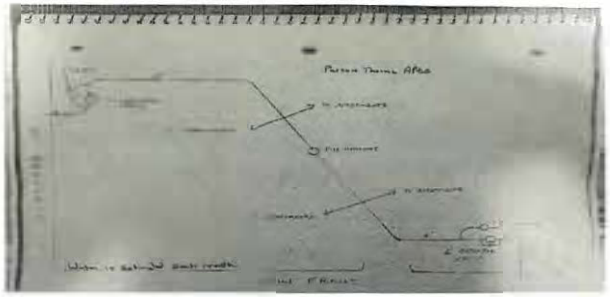
Kenton's Treatment Plant Control Relocation — 6WA01

Division:	Water
Department:	Public Works Department
Fund:	Water Fund
Location:	Kenton Treatment Plant
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Kenton's treatment plant controls wells 4 and 5 and the facility is approximately 20 years old. The electric components are located next to the water pumps, and on occasion, pipes and fittings have broken and water has entered the area and could cause damage or injury. The scope of the project is to relocate the electrical components to the outside of the building. FY26, engineering and design. FY27 relocate components.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Water)	$0	$0	$0	$0	$50,000	$125,000	$0	$0	$0	$175,000	$175,000
Total	**$0**	**$0**	**$0**	**$0**	**$50,000**	**$125,000**	**$0**	**$0**	**$0**	**$175,000**	**$175,000**

Lakeside Apartments Water System Metering Improvement Project — 7WA02

Division:	Water
Department:	Public Works Department
Fund:	Water Fund
Location:	Parson Thorne Apartments
Priority	4 - Medium
Strategic Plan:	Fiscal/Economic Health & Development
Description & Justification:	This project will address metering issues and improve water revenue for the 8 buildings, 64 units. Currently there are two water meters that serve all 8 buildings of the rental buildings. The scope of the project is to evaluate the current system and design a new metering system that will properly meter all of the buildings and allows for accurate water usage and billing. This will be a multi-year project.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Water)	$0	$0	$0	$0	$0	$200,000	$100,000	$100,000	$0	$400,000	$400,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,000**	**$100,000**	**$100,000**	**$0**	**$400,000**	**$400,000**

NW City Area Tower/Wells/Treatment — 5WA03

Division:	Water
Department:	Public Works Department
Fund:	Water Fund
Location:	City wide
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Design and construct New Tower, Wells, and Treatment Plant that will augment water production for City growth.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Impact Fees (Water)	$300,000	$0	$0	$300,000	$0	$0	$0	$0	$0	$0	$300,000
Loan (Fed/State/Other)	$0	$0	$0	$0	$7,000,000	$0	$0	$0	$0	$7,000,000	$7,000,000
Total	**$300,000**	**$0**	**$0**	**$300,000**	**$7,000,000**	**$0**	**$0**	**$0**	**$0**	**$7,000,000**	**$7,300,000**

Seabury Control Upgrade — 6WA04

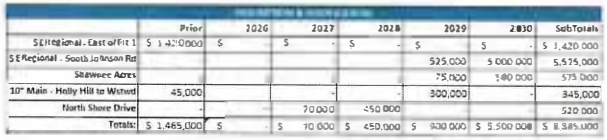
Division:	Water
Department:	Public Works Department
Fund:	Water Fund
Location:	Seabury Treatment Plant
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Upgrade SCADA Controls/ VFD's so Raw Water and Treated Water can flow at the same pace. This helps provide more water at peak hours. Atlantic Controls will provide the hardware and SCADA components for startup. Webb Electric will provide and install VFD's bor high lift pumps. Photos are below of what the VFD units will look like and SCADA control cabinet. Atlantic controls quote is attached at a cost of approximately $25,000.00. Webb Electric quote will be attached later. Approximately it is $50,000.00. I will forward that when I recieve it.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$60,000	$0	$0	$0	$0	$60,000	$60,000
Capital Reserves (Water)	$0	$0	$0	$0	$15,000	$0	$0	$0	$0	$15,000	$15,000
Total	**$0**	**$0**	**$0**	**$0**	**$75,000**	**$0**	**$0**	**$0**	**$0**	**$75,000**	**$75,000**

Utility System Extensions (Water & Sewer) — 3WA15, 3SE16+

Division:	Water
Department:	Public Works Department
Fund:	Water Fund
Location:	Public Works
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project is rolled up from several related projects in the Water AND Sewer Utilities. 3WA15 - SE Regional Water Infrastructure - $ 920,000 Water Impact Fees 4WA02 - 10" Main Holly Hill to Westwood - $ 345,000 Water Impact Fees 3SE16 - SE Regional Sewer Infrastructure - $ 500,000 Sewer Impact Fees SE Regional - S Johnson Rd - Water/Sewer - $5,525,000 Water/Sewer Total Shawnee Acres - Water/Sewer - $ 575,000 Water/Sewer Total North Shore Dr - Water/Sewer - $ 520,000 Water/Sewer Total



	Prior	2026	2027	2028	2029	2030	SubTotals
SE Regional - East of Rt 1	$ 1,420,000	$ -	$ -	$ -	$ -	$ -	$ 1,420,000
SE Regional - South Johnson Rd					525,000	5,000,000	5,525,000
Shawnee Acres					75,000	500,000	575,000
10" Main - Holly Hill to Wstwd	45,000		-	-	300,000	-	345,000
North Shore Drive	-	-	70,000	450,000		-	520,000
Totals:	$ 1,465,000	$ -	$ 70,000	$ 450,000	$ 900,000	$ 5,500,000	$ 8,385,000

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$0	$0	$0	$0	$0	$45,000	$300,000	$570,000	$3,800,000	$4,715,000	$4,715,000
Capital Reserves (Water)	$0	$0	$0	$0	$0	$25,000	$150,000	$330,000	$1,700,000	$2,205,000	$2,205,000
Impact Fees (Sewer)	$500,000	$0	$0	$500,000	$0	$0	$0	$0	$0	$0	$500,000
Impact Fees (Water)	$965,000	$0	$0	$965,000	$0	$0	$0	$0	$0	$0	$965,000
Total	**$1,465,000**	**$0**	**$0**	**$1,465,000**	**$0**	**$70,000**	**$450,000**	**$900,000**	**$5,500,000**	**$6,920,000**	**$8,385,000**

Water Infrastructure Supporting Street Rehab — 2WA45, 3WA10+

Division:	Water
Department:	Public Works Department
Fund:	Water Fund
Location:	Throughout the City
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Cement Asbestos Pipe Replacement-3WA12 In conjunction with street rehab & infrastructure repair, cement asbestos water pipes will be replaced due to brittleness & susceptibility to failure Lead Service Line Replacement-3WA11 Under the Lead/Copper Replacement Rule enacted by the EPA, all lead service lines must be removed in the segment of the water line between the meter pit and the first connection inside house. DWSRF grant submitted in 2023 approved in 2024. Mailed notices in 2024 & working w DelDOT on prevailing wage. Water Pipe Replacement-3WA10 Replace water pipe/valve infrastructure in conjunction with Street Rehab Projects City-Wide Valve & Hydrant Replacement -2WA45 As part of routine maintenance, but also in conjunction with street rehab or infrastructure repair, valves/hydrants will be exercised, repaired or replaced

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$1,893,134	$1,893,134	$0	$0	$0	$1,020,500	$1,180,500	$1,000,000	$750,000	$3,951,000	$5,844,134
Total	**$1,893,134**	**$1,893,134**	**$0**	**$0**	**$0**	**$1,020,500**	**$1,180,500**	**$1,000,000**	**$750,000**	**$3,951,000**	**$5,844,134**

Water Infrastructure Upgrades — 2WA46

Division:	Water
Department:	Public Works Department
Fund:	Water Fund
Location:	Throughout the City
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project allows for the discretionary need to replace water treatment components: treatment facilities outside appearance, Spare well motors, new conrtol transducers for wet well, chemical pumps, flow meters, meter upgrades, contractor installion of new or replace equipment, gas chlorine comonents, well maintenence, update chlorine and fluoride pumps for better qualilty, and purchase spare motors and sumersible well pump to reduce down time. This project also funds the emergency repairs and new service requests for water valves, fire hydrants, and water service line replacements.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Water)	$1,112,134	$1,098,758	$13,376	$0	$200,000	$200,000	$200,000	$200,000	$200,000	$1,000,000	$2,112,134
Total	**$1,112,134**	**$1,098,758**	**$13,376**	**$0**	**$200,000**	**$200,000**	**$200,000**	**$200,000**	**$200,000**	**$1,000,000**	**$2,112,134**

Water Treatment Upgrades - Gas Chlorine — 6WA05

Division:	Water
Department:	Public Works Department
Fund:	Water Fund
Location:	City Wide
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Gas Chlorine System for treatment plants, tank switched over, gas detector, electronic duel scale for cylinders. This will be for three treatment plants. $12,500 each. Total Cost - $37,500

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Water)	$0	$0	$0	$0	$12,500	$12,500	$12,500	$0	$0	$37,500	$37,500
Total	**$0**	**$0**	**$0**	**$0**	**$12,500**	**$12,500**	**$12,500**	**$0**	**$0**	**$37,500**	**$37,500**

City of Milford

PROJECT SUMMARY BY DIVISION: SEWER

Dept/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Public Works Department							
Sewer System Improvements	$ 1,140,477	$ 1,800,000	$ 370,000	$ 450,000	$ 200,000	$ 200,000	**$ 4,160,477**
Washington Street Pump Station Control Relocation	$ 300,000	$ 500,000	$ -	$ -	$ -	$ -	**$ 800,000**
Wastewater Pump Station Odor Control Installation	$ -	$ 150,000	$ 150,000	$ -	$ -	$ -	**$ 300,000**
Wastewater Station Upgrades	$ 225,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	**$ 975,000**
Public Works Department Total	1,665,477	2,600,000	670,000	600,000	350,000	350,000	6,235,477
Total	**$ 1,665,477**	**$ 2,600,000**	**$ 670,000**	**$ 600,000**	**$ 350,000**	**$ 350,000**	**$ 6,235,477**

Sewer System Improvements — Various

Division:	Sewer
Department:	Public Works Department
Fund:	Sewer Fund
Location:	Public Works
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	See Table.



	Prior	2025	2027	2028	2029	2030	SubTotals
Wa[illegible] Street Controls	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000
Transite Pipe Replacement	150,000	50,000	50,000	52,500	52,500	55,000	410,000
SAC PS Decommission	40,000	150,000	-	-	-	-	190,000
SE2nd Street PS Move	2,300,000	-	-	-	-	-	2,300,000
Pump Station Upgrades	13,500	150,000	150,000	150,000	155,000	160,000	778,500
Abandon USCSPS	-	20,000	250,000	-	-	-	270,000
Totals:	$ 2,803,500	$ 370,000	$ 450,000	$ 202,500	$ 207,500	$ 215,000	$ 4,248,500

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Sewer)	$1,140,477	$116,112	$33,411	$990,954	$1,800,000	$370,000	$450,000	$200,000	$200,000	$3,020,000	$4,160,477
Total	**$1,140,477**	**$116,112**	**$33,411**	**$990,954**	**$1,800,000**	**$370,000**	**$450,000**	**$200,000**	**$200,000**	**$3,020,000**	**$4,160,477**

Washington Street Pump Station Control Relocation — 4SE01

Division:	Sewer
Department:	Public Works Department
Fund:	Sewer Fund
Location:	In the immediate vicinity of the Washington St. PS
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Relocating the Washington Street Pump Station Control to a location adjacent to the PS Building, but out of the corrosive PS interior environment. Finance review: $200k approved and funded in FY24.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$300,000	$32,508	$17,000	$250,492	$500,000	$0	$0	$0	$0	$500,000	$800,000
Total	**$300,000**	**$32,508**	**$17,000**	**$250,492**	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$500,000**	**$800,000**

Wastewater Pump Station Odor Control Installation — 6SE01

Division:	Sewer
Department:	Public Works Department
Fund:	Sewer Fund
Location:	Various Pump Station Locations
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	The project will address citizen's concerns about wastewater odors at City wastewater pump stations. The scope of the project is to modify the existing pump station equipment with an odor control system. The following are the proposed locations: FY26 is the Fisher Station and the project cost is for engineering and installation. FY27 is the Milford Ponds Station and the project cost is for engineering and installation.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Sewer)	$0	$0	$0	$0	$150,000	$150,000	$0	$0	$0	$300,000	$300,000
Total	**$0**	**$0**	**$0**	**$0**	**$150,000**	**$150,000**	**$0**	**$0**	**$0**	**$300,000**	**$300,000**

Wastewater Station Upgrades — 3SE15

Division:	Sewer
Department:	Public Works Department
Fund:	Sewer Fund
Location:	Through the City at any/all of the 20 Pump Station Locations
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	This project allows for discretionary need to rehabilitate wastewater infrastructure components to include Grinders - (Muffin Monster), spare seweage pumps, electrical controls, and various other components.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Utility Fund)	$225,000	$198,750	$26,250	$0	$150,000	$150,000	$150,000	$150,000	$150,000	$750,000	$975,000
Total	**$225,000**	**$198,750**	**$26,250**	**$0**	**$150,000**	**$150,000**	**$150,000**	**$150,000**	**$150,000**	**$750,000**	**$975,000**

City of Milford

PROJECT SUMMARY BY DIVISION: ELECTRIC

Dept/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Electric Department							
Advanced Relocation	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	**$ 600,000**
Air Break Switch Installation	$ -	$ 50,000	$ -	$ -	$ -	$ -	**$ 50,000**
CVR System	$ -	$ 25,000	$ -	$ -	$ -	$ -	**$ 25,000**
DEL2 Upgrades for Battery Storage	$ -	$ 45,000	$ -	$ -	$ -	$ -	**$ 45,000**
DelDOT Traffic Signals	$ 439,947	$ 100,000	$ 100,000	$ -	$ -	$ -	**$ 639,947**
Feeder Extensions and Tie - Hospital Loop (110 & 150)	$ -	$ -	$ -	$ -	$ 250,000	$ -	**$ 250,000**
GIS/Mapping - Smart Metering	$ 190,000	$ -	$ -	$ -	$ -	$ -	**$ 190,000**
Horseshoe Drive Distribution	$ -	$ -	$ -	$ 200,000	$ -	$ -	**$ 200,000**
Parade Lighting Upgrade	$ -	$ 25,000	$ -	$ -	$ -	$ -	**$ 25,000**
Physical Security	$ 125,000	$ 125,000	$ 76,556	$ -	$ -	$ -	**$ 326,556**
Pole Inspection	$ 50,000	$ 25,000	$ 25,000	$ 30,000	$ 30,000	$ 30,000	**$ 190,000**
Regulator Refurbishment Program	$ -	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	**$ 150,000**
Substation Projects	$ 65,000	$ 166,500	$ 850,000	$ 100,000	$ 915,000	$ 65,000	**$ 2,161,500**
Trencher Attachment	$ -	$ 20,000	$ -	$ -	$ -	$ -	**$ 20,000**
Electric Department Total	**969,947**	**711,500**	**1,181,556**	**460,000**	**1,325,000**	**225,000**	**4,873,003**
Total	**$ 969,947**	**$ 711,500**	**$ 1,181,556**	**$ 460,000**	**$ 1,325,000**	**$ 225,000**	**$ 4,873,003**

Advanced Relocation — 4EL05

Division:	Electric
Department:	Electric Department
Fund:	Electric Fund
Location:	City Wide
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Support advanced infrastructure relocations for DelDOT and other agencies.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$100,000	$0	$0	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000	$600,000
Total	**$100,000**	**$0**	**$0**	**$100,000**	**$100,000**	**$100,000**	**$100,000**	**$100,000**	**$100,000**	**$500,000**	**$600,000**

Air Break Switch Installation — 6EL01

Division:	Electric
Department:	Electric Department
Fund:	Electric Fund
Location:	Public Works
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Purchase and installation of Air Break Switches (ABS). Creates additional field ties for use in emergent and planned switching activities. Will improve outage restoration times and safety.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$0	$0	$0	$0	$50,000	$0	$0	$0	$0	$50,000	$50,000
Total	**$0**	**$0**	**$0**	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$50,000**	**$50,000**

CVR System — 6EL02

Division:	Electric
Department:	Electric Department
Fund:	Electric Fund
Location:	Public Works
Priority	2 - High Priority
Strategic Plan:	Fiscal/Economic Health & Development
Description & Justification:	Implementation of Conservation Voltage Reduction (CVR) system. To allow for reduction in voltage during high load events to reduce system demand and customer consumption. Project was identified as per the Grid Modernization Study conducted by the Shpigler Group.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$0	$0	$0	$0	$25,000	$0	$0	$0	$0	$25,000	$25,000
Total	**$0**	**$0**	**$0**	**$0**	**$25,000**	**$0**	**$0**	**$0**	**$0**	**$25,000**	**$25,000**

DEL2 Upgrades for Battery Storage — 6EL03

Division:	Electric
Department:	Electric Department
Fund:	Electric Fund
Location:	Delivery 2
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Upgrades for Delivery 2 substation to accomodate proposed energy storage project. - Interconnection modifications - Additional Metering - SCADA Development

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Grant App (Green Energy Fund)	$0	$0	$0	$0	$45,000	$0	$0	$0	$0	$45,000	$45,000
Total	**$0**	**$0**	**$0**	**$0**	**$45,000**	**$0**	**$0**	**$0**	**$0**	**$45,000**	**$45,000**

DelDOT Traffic Signals — 2EL17

Division:	Electric
Department:	Electric Department
Fund:	Electric Fund
Location:	Various
Priority	5 - Low
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Intersection improvements to support turnover of traffic signals to DelDOT. SW Front Street/SE Front Street/S Walnut Street-traffic study Causey Avenue/S Walnut Street-road infrastructure redesign and construction The priority level reflects the portion of the project that has not yet started.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$439,947	$42,023	$23,084	$374,840	$100,000	$100,000	$0	$0	$0	$200,000	$639,947
Total	**$439,947**	**$42,023**	**$23,084**	**$374,840**	**$100,000**	**$100,000**	**$0**	**$0**	**$0**	**$200,000**	**$639,947**

Feeder Extensions and Tie - Hospital Loop (110 & 150) — 7EL02

Division:	Electric
Department:	Electric Department
Fund:	Electric Fund
Location:	Hospital Loop
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Extend 3Ø along Cedar Creek Rd and Wilkins Ave creating Tie point between Ckts 110 and 150. Reconfigure 120 and 110 to minimize exposure

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$0	$0	$0	$0	$0	$0	$0	$250,000	$0	$250,000	$250,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$250,000**	**$0**	**$250,000**	**$250,000**

GIS/Mapping - Smart Metering — 3EL19

Division:	Electric
Department:	Electric Department
Fund:	Electric Fund
Location:	City wide
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	GIS mapping of electrical infrastructure and incorporation of AMI metering. ***PROJECT COMPLETE***

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$190,000	$171,913	$0	$18,087	$0	$0	$0	$0	$0	$0	$190,000
Total	**$190,000**	**$171,913**	**$0**	**$18,087**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$190,000**

Horseshoe Drive Distribution — 7EL01

Division:	Electric
Department:	Electric Department
Fund:	Electric Fund
Location:	Horseshoe Dr.
Priority	3 - Medium High
Strategic Pian:	Mobility & Infrastructure
Description & Justification:	Relocation of Backyard Construction.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$0	$0	$0	$0	$0	$0	$200,000	$0	$0	$200,000	$200,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,000**	**$0**	**$0**	**$200,000**	**$200,000**

Parade Lighting Upgrade — 6EL04

Division:	Electric
Department:	Electric Department
Fund:	Electric Fund
Location:	Walnut St
Priority	4 - Medium
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Upgrade Parade Lighting along Walnut St (As requested during 2024-11-12 Council Mtg)

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$0	$0	$0	$0	$12,000	$0	$0	$0	$0	$12,000	$12,000
Grant App (Green Energy Fund)	$0	$0	$0	$0	$13,000	$0	$0	$0	$0	$13,000	$13,000
Total	**$0**	**$0**	**$0**	**$0**	**$25,000**	**$0**	**$0**	**$0**	**$0**	**$25,000**	**$25,000**

Physical Security — 4EL02

Division:	Electric
Department:	Electric Department
Fund:	Electric Fund
Location:	Delivery 1, Delivery 2, Tap Station
Priority	3 - Medium High
Strategic Plan:	Public Safety & Preparedness
Description & Justification:	Physical security for substations - anti-cut/anti-climb fencing, security cameras, door alarms.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$125,000	$1,080	$476	$123,444	$125,000	$76,556	$0	$0	$0	$201,556	$326,556
Total	**$125,000**	**$1,080**	**$476**	**$123,444**	**$125,000**	**$76,556**	**$0**	**$0**	**$0**	**$201,556**	**$326,556**

Pole Inspection — 3EL07

Division:	Electric
Department:	Electric Department
Fund:	Electric Fund
Location:	City wide
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Pole inspection to identify and address deteriorated poles.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$50,000	$0	$0	$50,000	$25,000	$25,000	$30,000	$30,000	$30,000	$140,000	$190,000
Total	**$50,000**	**$0**	**$0**	**$50,000**	**$25,000**	**$25,000**	**$30,000**	**$30,000**	**$30,000**	**$140,000**	**$190,000**

Regulator Refurbishment Program — 5EL02

Division:	Electric
Department:	Electric Department
Fund:	Electric Fund
Location:	Electric System / Electric Yard at Public Works
Priority	3 - Medium High
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Distribution Voltage Regulators are showing signs of wear / deterioration and some units appear to be weeping oil. Refurbishment program is intended to repair the units and extend their useful life.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$0	$0	$0	$0	$30,000	$30,000	$30,000	$30,000	$30,000	$150,000	$150,000
Total	**$0**	**$0**	**$0**	**$0**	**$30,000**	**$30,000**	**$30,000**	**$30,000**	**$30,000**	**$150,000**	**$150,000**

Substation Projects — Various

Division:	Electric
Department:	Electric Department
Fund:	Electric Fund
Location:	Various
Priority	1 - Highest Priority Level
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	New 25KV Terminal and Distribution Circuit from Delivery #1 Substation to support new load and improve reliability and efficiency, New 25KV Terminal and Distribution Circuit from Delivery #2 Substation to support new load and improve reliability and efficiency, Electrical Testing of Critical Substation Equipment, Repl Protection and Control Relays to better enhance operability, remote access and control, and functionality

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$65,000	$0	$0	$65,000	$166,500	$850,000	$100,000	$915,000	$65,000	$2,096,500	$2,161,500
Total	**$65,000**	**$0**	**$0**	**$65,000**	**$166,500**	**$850,000**	**$100,000**	**$915,000**	**$65,000**	**$2,096,500**	**$2,161,500**

Trencher Attachment — 6EL05

Division:	Electric
Department:	Electric Department
Fund:	Electric Fund
Location:	Public Works
Priority	2 - High Priority
Strategic Plan:	Mobility & Infrastructure
Description & Justification:	Attachment for Trencher - Used for installing Underground Conduit

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$0	$0	$0	$0	$20,000	$0	$0	$0	$0	$20,000	$20,000
Total	**$0**	**$0**	**$0**	**$0**	**$20,000**	**$0**	**$0**	**$0**	**$0**	**$20,000**	**$20,000**

PROJECT SUMMARY BY DIVISION: POLICE

Dept/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Police Department							
(6) Police Expansion Vehicles	$ -	$ -	$ 540,000	$ -	$ -	$ -	**$ 540,000**
Axon Body Worn & Fleet Cameras	$ -	$ 122,827	$ 124,223	$ 125,619	$ 129,806	$ -	**$ 502,475**
Ballistic Vest Replacement	$ 23,409	$ 6,174	$ 7,558	$ 11,110	$ 13,332	$ 6,999	**$ 68,582**
Community Room Table & Chairs	$ -	$ 10,100	$ 10,200	$ 10,300	$ 10,400	$ -	**$ 41,000**
Enclose Pole Barn	$ -	$ 98,000	$ -	$ -	$ -	$ -	**$ 98,000**
Irrigation	$ -	$ -	$ 56,700	$ -	$ -	$ -	**$ 56,700**
Parking Lot Lighting	$ -	$ 8,500	$ -	$ -	$ -	$ -	**$ 8,500**
Police Department Evidence Processing Bay/Storage Building	$ 100,000	$ 2,490,200	$ -	$ -	$ -	$ -	**$ 2,590,200**
Snow Plow & Salt Spreader for Current Tractor	$ -	$ 7,600	$ -	$ -	$ -	$ -	**$ 7,600**
Police Department Total	**123,409**	**2,743,401**	**738,681**	**147,029**	**153,538**	**6,999**	**3,913,057**
Total	**$ 123,409**	**$ 2,743,401**	**$ 738,681**	**$ 147,029**	**$ 153,538**	**$ 6,999**	**$ 3,913,057**

(6) Police Expansion Vehicles — 7PD01

Division:	Police
Department:	Police Department
Fund:	General Fund
Location:	Police
Priority	4 - Medium
Strategic Plan:	Public Safety & Preparedness
Description & Justification:	Staff expansion would require fleet expansion.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$0	$540,000	$0	$0	$0	$540,000	$540,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$540,000**	**$0**	**$0**	**$0**	**$540,000**	**$540,000**

Axon Body Worn & Fleet Cameras — 5PD01

Division:	Police
Department:	Police Department
Fund:	General Fund
Location:	
Priority	1 - Highest Priority Level
Strategic Plan:	Public Safety & Preparedness
Description & Justification:	Implement a new 5-year contract with Axon approved in FY25. The attached 5-year contract includes an update to our current Body Worn & Fleet Cameras. (The first year of the 5-year contract for $73,851 was paid out of the PD FY25 Contract Services Account per Finance Director).

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$122,827	$124,223	$125,619	$129,806	$0	$502,475	$502,475
Total	**$0**	**$0**	**$0**	**$0**	**$122,827**	**$124,223**	**$125,619**	**$129,806**	**$0**	**$502,475**	**$502,475**

Ballistic Vest Replacement — 5PD02

Division:	Police
Department:	Police Department
Fund:	General Fund
Location:	
Priority	1 - Highest Priority Level
Strategic Plan:	Public Safety & Preparedness
Description & Justification:	Replace 4 Level 111A Bulletproof Vests that have reached their 5 year service life and will expire in FY26. It is required by law that law enforcement agencies replace expired vests to ensure officer safety as the materials they are made of, such as Kevlar or other synthetic fibers, degrade over time and lose their effectiveness in stopping bullets. It is possible that grant funding will become available through the Patrick Leahy Bulletproof Vest Partnership (BVP) Grant but, at this time, the grant solicitation has not been announced. If/when grant funds become available, grant funds can be used to cover 50% of the cost of each vest until all allocated funds are exhausted. Grant funding that will be allocated to Milford will not be known until the BVP Grant application is processed and approved. BVP Grant funds are solicited once per year. To account for inflation, pricing was increased by 5% each year. (FY26 - 4 vests, FY27 - 5 vests, FY28 - 7 vests, FY29 - 8 vests, FY30-4 vests)

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$23,409	$2,205	$13,965	$7,239	$6,174	$7,558	$11,110	$13,332	$6,999	$45,173	$68,582
Total	**$23,409**	**$2,205**	**$13,965**	**$7,239**	**$6,174**	**$7,558**	**$11,110**	**$13,332**	**$6,999**	**$45,173**	**$68,582**

Community Room Table & Chairs — 6PD02

Division:	Police
Department:	Police Department
Fund:	General Fund
Location:	
Priority	4 - Medium
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	The Police Department's Community/Training Room serves as a vital space for both internal and external events, including training sessions, public meetings, community outreach, and professional development programs. As the department expands its community programs and training initiatives, it is essential to ensure that all attendees have proper seating and workspaces. The purchase of additional furniture will provide the flexibility to create different seating layouts that meet various needs, whether for training, lectures, or community meetings.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$10,100	$10,200	$10,300	$10,400	$0	$41,000	$41,000
Total	**$0**	**$0**	**$0**	**$0**	**$10,100**	**$10,200**	**$10,300**	**$10,400**	**$0**	**$41,000**	**$41,000**

Enclose Pole Barn — 6PD03

Division:	Police
Department:	Police Department
Fund:	General Fund
Location:	
Priority	2 - High Priority
Strategic Plan:	Public Safety & Preparedness
Description & Justification:	Enclose pole barn located in fenced area behind police dept. Proposal includes concrete floors & apron, frame in front wall w/metal to match, overhead doors, side door & electricity / lighting. Enclosing existing pole barn will provide a secure environment for valuable law enforcement equipment, including vehicles, tactical gear & other sensitive materials. This will reduce risk of theft, vandalism & weather damage. This will allow for better access control over critical assets, ensuring only authorized personnel can access specialized or sensitive items. The enclosure will provide better organization by allowing for designated storage areas. It will also protect equipment from the elements such as rain, snow, & extreme temps helping prevent damage to equipment & extend the lifespan of assets. Enclosing the existing pole barn is a cost-effective solution to address the department's need for additional secure storage space to meet the operational, security & budgetary needs of PD.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Grant App (Bond Bill)	$0	$0	$0	$0	$98,000	$0	$0	$0	$0	$98,000	$98,000
Total	**$0**	**$0**	**$0**	**$0**	**$98,000**	**$0**	**$0**	**$0**	**$0**	**$98,000**	**$98,000**

Irrigation

6PD04

Division:	Police
Department:	Police Department
Fund:	General Fund
Location:	
Priority	5 - Low
Strategic Plan:	Public Safety & Preparedness
Description & Justification:	Install Irrigation System with Irritrol rain sensor; 14 zones (258 total heads) (14-23 heads/zone). This will include a well and sleeve installation. This is important as we continue to move forward with the beautification of the city. The new Police Department is the show case as you come into the City from Route 1. In addition now with the Milford Museum moving in across the street as well as future Vistor Center on this part of downtown it is important for us to be able to maintain the look of this building.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$0	$56,700	$0	$0	$0	$56,700	$56,700
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$56,700**	**$0**	**$0**	**$0**	**$56,700**	**$56,700**

Parking Lot Lighting — 6PD06

Division:	Police
Department:	Police Department
Fund:	General Fund
Location:	
Priority	5 - Low
Strategic Plan:	Public Safety & Preparedness
Description & Justification:	Install Lighting in the front parking lot and walkway to the main entrance of the Police Department. This is essential for security, safety, operational efficiency, and legal compliance. Adequate lighting will ensure that visitors to the police department feel safe and confident while parking and approaching the building and mitigate accidents such as trips, falls, or car collisions. It serves to protect both the employees and the public.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$0	$0	$0	$0	$4,250	$0	$0	$0	$0	$4,250	$4,250
Grant App (Green Energy Fund)	$0	$0	$0	$0	$4,250	$0	$0	$0	$0	$4,250	$4,250
Total	**$0**	**$0**	**$0**	**$0**	**$8,500**	**$0**	**$0**	**$0**	**$0**	**$8,500**	**$8,500**

Police Department Evidence Processing Bay/Storage Building — 4PD02

Division:	Police
Department:	Police Department
Fund:	General Fund
Location:	NEW PD FACILITY SITE
Priority	2 - High Priority
Strategic Plan:	Public Safety & Preparedness
Description & Justification:	BUILDING DESIGN (COMPLETE): Initially approved in the FY24 Capital Budget, design was completed on time and within budget, allowing over $10,000 in design budget to roll into construction funding. CONSTRUCTION OF NEW POLICE EVIDENCE PROCESSING BAY/STORAGE: The construction of this building was removed from the initial scope of the new police facility. At this time, PD does not have any outside storage on-site to store equipment or vehicles such as trailers, motorcycles, and other equipment. The building would include a portable lift for evidence processing, evidence storage for larger items, a wash bay, vehicle storage, weapon cleaning station and a washer & dryer. Having this facility would ensure secure storage and proper processing of evidence, better management of inventory, and an organized system for vehicles and equipment, as the current building has no storage to protect this equipment.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$100,000	$0	$89,467	$10,533	$0	$0	$0	$0	$0	$0	$100,000
Loan (Fed/State/Other)	$0	$0	$0	$0	$2,490,200	$0	$0	$0	$0	$2,490,200	$2,490,200
Total	**$100,000**	**$0**	**$89,467**	**$10,533**	**$2,490,200**	**$0**	**$0**	**$0**	**$0**	**$2,490,200**	**$2,590,200**

Snow Plow & Salt Spreader for Current Tractor — 6PD05

Division:	Police
Department:	Police Department
Fund:	General Fund
Location:	
Priority	3 - Medium High
Strategic Plan:	Public Safety & Preparedness
Description & Justification:	John Deere plow and salt spreader (attachments only in revised CIP) for winter weather management for the police department. This enables the department to quickly clear the driveways and parking lots during winter weather. This ensures that emergency vehicles, officers, and personnel can access the station and respond to calls without delays due to snow or ice buildup, which is critical for public safety. Rather than relying on external contractors, purchasing the plow and spreader provides the department with a dedicated and reliable solution for managing snow and ice in and around the police facility to maintain a secure operational environment all hours of the day and night without waiting for external help. This readiness will allow the department to maintain clear and safe access routes so citizens, officers and staff can safely drive in and out of the department, reducing the likelihood of injuries or accidents.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$7,600	$0	$0	$0	$0	$7,600	$7,600
Total	**$0**	**$0**	**$0**	**$0**	**$7,600**	**$0**	**$0**	**$0**	**$0**	**$7,600**	**$7,600**

PROJECT SUMMARY BY DIVISION: PARKS & RECREATION

Dept/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Parks & Recreation							
Additional Recreational Court	$ -	$ -	$ -	$ 200,000	$ -	$ -	$ 200,000
Basketball court lighting	$ -	$ 110,000	$ -	$ -	$ -	$ -	$ 110,000
City Hall Plaza	$ 400,000	$ -	$ -	$ -	$ -	$ -	$ 400,000
Construct Recreation/Community Center at Marvel Square	$ -	$ -	$ -	$ 8,000,000	$ -	$ -	$ 8,000,000
Construction of a Beach Volleyball Court	$ -	$ -	$ -	$ 25,000	$ -	$ -	$ 25,000
Construction of Frisbee Golf Course	$ -	$ -	$ -	$ -	$ -	$ 150,000	$ 150,000
Construction of Public Restrooms	$ 300,000	$ -	$ 350,000	$ -	$ -	$ -	$ 650,000
Evaluation of Current and Future Recreation Needs	$ -	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
Gateway Signage and Improvements	$ 70,000	$ 20,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 130,000
Goat Island Bridge	$ 36,000	$ -	$ -	$ -	$ -	$ -	$ 36,000
Irrigation Wells at TSM	$ 20,000	$ -	$ -	$ -	$ -	$ -	$ 20,000
Marshall Pond Riverbank Development	$ 150,000	$ -	$ 100,000	$ 100,000	$ 100,000	$ -	$ 450,000
Memorial Park II - Pavilion	$ 75,000	$ -	$ -	$ -	$ -	$ -	$ 75,000
Memorial Park II - Shade/Walks/Bench	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ 30,000
Open Space Acquisition	$ 555,926	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 3,055,926
Park Maintenance Equipment	$ -	$ 13,500	$ -	$ -	$ -	$ -	$ 13,500
Pickleball Lighting	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000
Playground Repairs	$ 25,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 75,000
Redevelopment of Bicentennial Park	$ -	$ -	$ -	$ 250,000	$ -	$ -	$ 250,000
Replacement playground at Parks and Recreation	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000
Riverwalk concrete abutment repair	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000
Riverwalk Extension/Bulkhead Construction	$ 200,000	$ 150,000	$ -	$ -	$ -	$ -	$ 350,000
Riverwalk Upgrades (Pavers/Concrete/Lighting)	$ 480,000	$ 10,000	$ 260,000	$ 10,000	$ 10,000	$ 10,000	$ 780,000
Sharp Property / Open Space / Greenway Development	$ 1,800,658	$ 450,000	$ -	$ -	$ -	$ -	$ 2,250,658
Silicato Park Fitness Equipment	$ -	$ -	$ 122,000	$ -	$ -	$ -	$ 122,000
Splash Pad	$ -	$ -	$ -	$ 100,000	$ -	$ -	$ 100,000
Tree Planting	$ 40,000	$ 10,000	$ 10,000	$ 10,000	$ -	$ -	$ 70,000
Walking track extension at Silicato Park	$ -	$ -	$ 153,000	$ -	$ -	$ -	$ 153,000
Parks & Recreation Total	**4,182,584**	**2,223,500**	**1,515,000**	**9,215,000**	**630,000**	**680,000**	**18,446,084**
Total	**$ 4,182,584**	**$ 2,223,500**	**$ 1,515,000**	**$ 9,215,000**	**$ 630,000**	**$ 680,000**	**$ 18,446,084**

Additional Recreational Court — 8PR02

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	TBD
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Construction of a new recreational court. TBD if it will be tennis, basketball, or pickleball.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$0	$0	$200,000	$0	$0	$200,000	$200,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,000**	**$0**	**$0**	**$200,000**	**$200,000**

Basketball court lighting — 6PR01

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	
Priority	4 - Medium
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Addition of lighting for the basketball court.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$55,000	$0	$0	$0	$0	$55,000	$55,000
Grant App (Green Energy Fund)	$0	$0	$0	$0	$55,000	$0	$0	$0	$0	$55,000	$55,000
Total	**$0**	**$0**	**$0**	**$0**	**$110,000**	**$0**	**$0**	**$0**	**$0**	**$110,000**	**$110,000**

City Hall Plaza — 3CH42

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	City Hall
Priority	4 - Medium
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	This project is classified as "new" despite engineering funding beginning with FY23 CIP because the initial concept was not supported at the City Council level, and redesign is underway per Council direction. The general project description to renovate the area in front of City Hall remains accurate, but a variety of changes in the design will reduce the scope and cost of the project by roughly $200,000. The paver area is being reduced, the bollards are being removed to continue to permit vehicle access through the lane, sitework scope is being reduced, and other measures all contribute to the reduced cost. The revision presented to City Council at the April 14, 2025 meeting was met with appeals to further reduce the cost and tabled for consideration during the CIP process and possibly for approval of a further reduced scope at a future meeting.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$400,000	$63,777	$0	$336,223	$0	$0	$0	$0	$0	$0	$400,000
Total	**$400,000**	**$63,777**	**$0**	**$336,223**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$400,000**

Construct Recreation/Community Center at Marvel Square — 8PR03

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	Marvel Square
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Construct a new recreation center for Parks & Recreation.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$0	$0	$8,000,000	$0	$0	$8,000,000	$8,000,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$8,000,000**	**$0**	**$0**	**$8,000,000**	**$8,000,000**

Construction of a Beach Volleyball Court — 8PR04

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	207 Franklin St.
Priority	5 - Low
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Construction of a beach volleyball court. "New Project" despite 2023 debut in CIP process b/c this was always an "out year" unfunded project, and 2026 is the first year for funding considerating.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$0	$0	$25,000	$0	$0	$25,000	$25,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$25,000**	**$0**	**$0**	**$25,000**	**$25,000**

Construction of Frisbee Golf Course — OPR01

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	TBD
Priority	5 - Low
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Construction of a frisbee golf course.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$0	$0	$0	$0	$150,000	$150,000	$150,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$150,000**	**$150,000**	**$150,000**

Construction of Public Restrooms — 3PR68

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	Washington St by Pickleball cts & another locn TBD
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Construction of one restroom in the downtown with another location TBD at a later date. Prior funding authorization took the form of General Fund Reserves, but the funding will be replaced with a grant award received during FY24. The FY26 component is expected to require internal funding / reserve funding.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$0	$350,000	$0	$0	$0	$350,000	$350,000
Capital Reserves (Utility Fund)	$300,000	$0	$0	$300,000	$0	$0	$0	$0	$0	$0	$300,000
Total	**$300,000**	**$0**	**$0**	**$300,000**	**$0**	**$350,000**	**$0**	**$0**	**$0**	**$350,000**	**$650,000**

Evaluation of Current and Future Recreation Needs — 5PR05

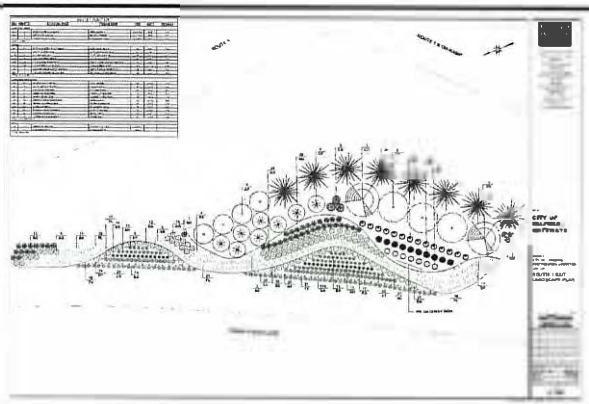
Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	City wide
Priority	2 - High Priority
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	As the City of Milford keeps expanding in both area and population it is important that we provide adequate and appropriate recreational opportunities for our residents. It is important that we formulate a planning document that can help guide decisions both at a department and a City level. This would involve bringing in a consultant to evaluate what are current recreational opportunities are (both passive and active), oversee multiple levels of input from staff, public, and the parks and recreation advisory board, to develop a comprehensive recreation plan. This plan could then be used to help guide decision making at an executive level and also assist in helping to obtain funding.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$50,000	$0	$0	$0	$0	$50,000	$50,000
Total	**$0**	**$0**	**$0**	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$50,000**	**$50,000**

Gateway Signage and Improvements — 3PR64

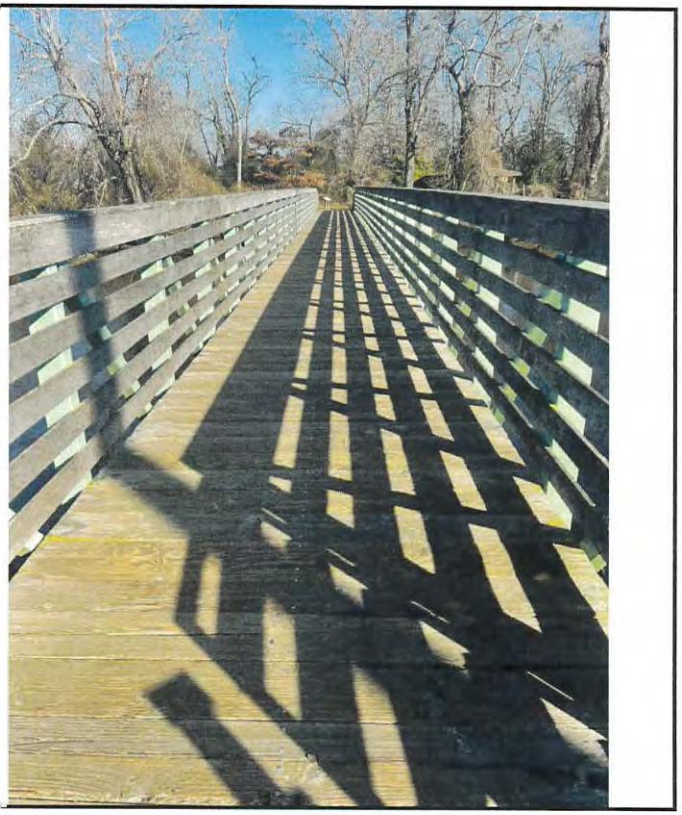
Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	Main gateways into the City
Priority	2 - High Priority
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Beautification of the gateways into the City with plantings and signage.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$70,000	$4,743	$0	$65,257	$20,000	$10,000	$10,000	$10,000	$10,000	$60,000	$130,000
Total	**$70,000**	**$4,743**	**$0**	**$65,257**	**$20,000**	**$10,000**	**$10,000**	**$10,000**	**$10,000**	**$60,000**	**$130,000**

Goat Island Bridge — 3PR50

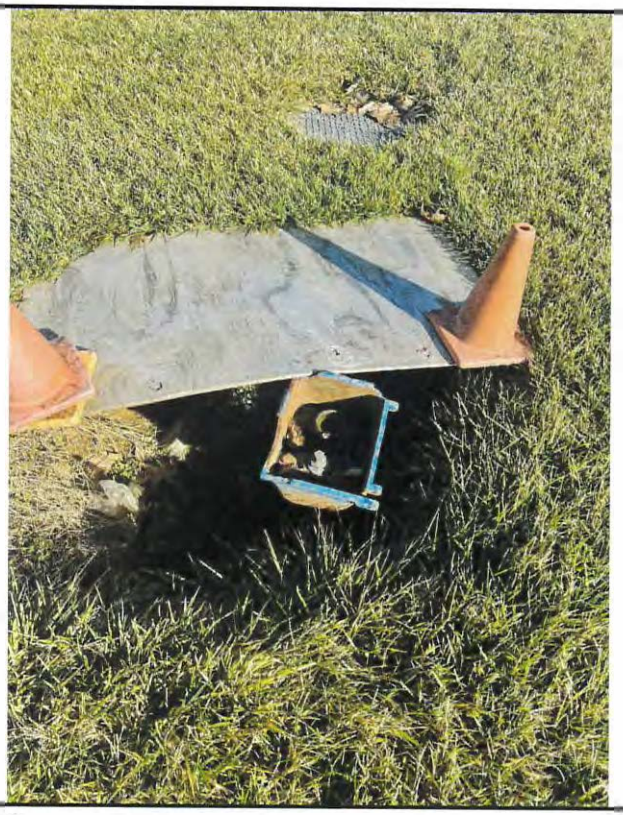
Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	Goat Island
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Replacement of deck boards on Goat Island Bridge.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$36,000	$0	$0	$36,000	$0	$0	$0	$0	$0	$0	$36,000
Total	**$36,000**	**$0**	**$0**	**$36,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$36,000**

Irrigation Wells at TSM — 3PR58

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	Tony Silicato Memorial Park
Priority	2 - High Priority
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Replacement of irrigation wells at Tony Silicato Memorial Park.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$20,000	$0	$0	$20,000	$0	$0	$0	$0	$0	$0	$20,000
Total	**$20,000**	**$0**	**$0**	**$20,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$20,000**

Marshall Pond Riverbank Development — 3PR59

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	Marshall Pond
Priority	5 - Low
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Redevelopment of Marshall Pond recreational area.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$150,000	$34,500	$0	$115,500	$0	$100,000	$100,000	$100,000	$0	$300,000	$450,000
Total	**$150,000**	**$34,500**	**$0**	**$115,500**	**$0**	**$100,000**	**$100,000**	**$100,000**	**$0**	**$300,000**	**$450,000**

Memorial Park II - Pavilion — 4PR01

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	Memorial Park
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Construction of a picnic pavilion in Memorial Park.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$75,000	$0	$0	$75,000	$0	$0	$0	$0	$0	$0	$75,000
Total	**$75,000**	**$0**	**$0**	**$75,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$75,000**

Memorial Park II - Shade/Walks/Bench — 4PR66

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	Memorial Park
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Addition of shade/benches, and paths at Memorial Park.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$30,000	$0	$0	$30,000	$0	$0	$0	$0	$0	$0	$30,000
Total	**$30,000**	**$0**	**$0**	**$30,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$30,000**

Open Space Acquisition — 2PR02

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	City Wide and Unincorporated Areas
Priority	4 - Medium
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Opportunities to acquire land in Milford limits / contiguous to the City will become increasingly scarce with the passage of time. This CIP project has been a placeholder since 2022 to improve the City's positioning for the availability of grant funding, to improve long-term financial planning and flexibility, and to support the City's two most recent strategic plans. This funding is not reserved or incorporated into the City's formal capital budget each year, but if and when opportunities arise, the funding can be approved by Council to support the costs of due diligence, to match a grant opportunity, etc, in the pursuit of open space / parkland acquisition. Previous funding represents open space acquisition that was funded and moved to a unique project for property development (Shaw Property FY22)



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$495,926	$495,926	$0	$0	$0	$0	$0	$0	$0	$0	$495,926
Grant App (TBD/Mixed)	$0	$0	$0	$0	$500,000	$500,000	$500,000	$500,000	$500,000	$2,500,000	$2,500,000
Grant Award (ORPT)	$60,000	$60,000	$0	$0	$0	$0	$0	$0	$0	$0	$60,000
Total	**$555,926**	**$555,926**	**$0**	**$0**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$2,500,000**	**$3,055,926**

Park Maintenance Equipment — 5PR03

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	City wide
Priority	2 - High Priority
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	The FY25-29 CIP consolidated The following items of equipment are being requested in order to assist the Parks Department in performing their duties. Industrial root grapple, towable log splitter, hydraulic post hole digger, auger for the post hole digger, Water truck spray unit, UTV snow plow attachment. (Note: These items were purchased in 2024 at a cost of $21,851. New items for FY2026: Full-size tailgate spreader and 3 point finish mower for larger mower). Cost of $13,500.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$13,500	$0	$0	$0	$0	$13,500	$13,500
Total	**$0**	**$0**	**$0**	**$0**	**$13,500**	**$0**	**$0**	**$0**	**$0**	**$13,500**	**$13,500**

Pickleball Lighting — 6PR02

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	
Priority	4 - Medium
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Addition of lighting for the pickleball courts.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$100,000	$0	$0	$0	$0	$100,000	$100,000
Grant App (Green Energy Fund)	$0	$0	$0	$0	$100,000	$0	$0	$0	$0	$100,000	$100,000
Total	**$0**	**$0**	**$0**	**$0**	**$200,000**	**$0**	**$0**	**$0**	**$0**	**$200,000**	**$200,000**

Playground Repairs — 5PR04

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	City wide
Priority	1 - Highest Priority Level
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	The Can-Do playground is in need of repairs to the existing equipment. Several pieces of equipment have either been broken or have worn out. This has been identiifed and a cost estimate has been obtained. For the safety of the users (children) it is important this be funded and the repairs made. Requesting additional funds in 2026 budget for repaving of apshalt walkway.





Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$25,000	$25,000	$0	$0	$10,000	$10,000	$10,000	$10,000	$10,000	$50,000	$75,000
Total	**$25,000**	**$25,000**	**$0**	**$0**	**$10,000**	**$10,000**	**$10,000**	**$10,000**	**$10,000**	**$50,000**	**$75,000**

Redevelopment of Bicentennial Park — 8PR01

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	Bicentennial Park
Priority	4 - Medium
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Redevelopment of Bicentennial Park.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Grant App (Bond Bill)	$0	$0	$0	$0	$0	$0	$250,000	$0	$0	$250,000	$250,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$250,000**	**$0**	**$0**	**$250,000**	**$250,000**

Replacement playground at Parks and Recreation — 6PR03

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Playground behind the Parks and Recreation office building on Franklin Street has reached it's life and expectancy and needs to be replaced.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$200,000	$0	$0	$0	$0	$200,000	$200,000
Total	**$0**	**$0**	**$0**	**$0**	**$200,000**	**$0**	**$0**	**$0**	**$0**	**$200,000**	**$200,000**

Riverwalk concrete abutment repair — 6PR04

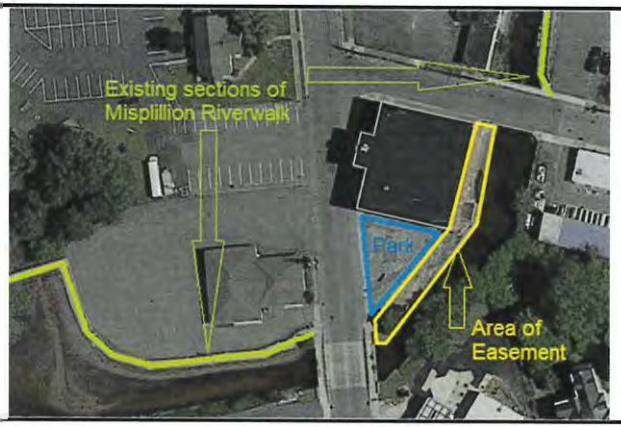
Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	
Priority	1 - Highest Priority Level
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	During the last snow storm and subsequent rain events of February 2025, a large portion of the Riverwalk concrete sidewalks located near the Washington street bridge collapsed. Upon investigation it appears the Mispillion river has been undermining the concrete abutment. Significant repairs will need to be made in order to make this area safe for pedestrians.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$500,000	$0	$0	$0	$0	$500,000	$500,000
Total	**$0**	**$0**	**$0**	**$0**	**$500,000**	**$0**	**$0**	**$0**	**$0**	**$500,000**	**$500,000**

Riverwalk Extension/Bulkhead Construction — 4PR05

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	Behind old Carlisle Firehouse
Priority	2 - High Priority
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Riverwalk extension and bulkhead construction.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Grant Award (Bond Bill)	$200,000	$0	$0	$200,000	$0	$0	$0	$0	$0	$0	$200,000
Grant Award (RTT)	$0	$0	$0	$0	$150,000	$0	$0	$0	$0	$150,000	$150,000
Total	**$200,000**	**$0**	**$0**	**$200,000**	**$150,000**	**$0**	**$0**	**$0**	**$0**	**$150,000**	**$350,000**

Riverwalk Upgrades (Pavers/Concrete/Lighting) — 3PR21

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	Various sections of the Riverwalk
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Riverwalk Upgrades include both Phases of the Lighted Handrail Project (Phase I is Complete) and FY22/FY23 Phases related to walkway improvements to paved concrete areas and upgrades/repairs to areas with brick pavers. Going forward, this project includes Phase II of the Lighted Handrail Project ($250k in FY26), which covers the location by the theater on Walnut Street. This project also includes annually recurring phases for the removal and replacement of areas of sunken brick sidewalks along the Riverwalk and other areas around the downtown.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$30,000	$30,000	$0	$0	$10,000	$260,000	$10,000	$10,000	$10,000	$300,000	$330,000
Grant App (TBD/Mixed)	$450,000	$420,000	$0	$30,000	$0	$0	$0	$0	$0	$0	$450,000
Total	**$480,000**	**$450,000**	**$0**	**$30,000**	**$10,000**	**$260,000**	**$10,000**	**$10,000**	**$10,000**	**$300,000**	**$780,000**

Sharp Property / Open Space / Greenway Development — 3PR65

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	Rehoboth Boulevard
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Development of open space & greenways, including the Sharp parcel purchased in 2021. A mix of grants & internal funds were approved from 2022-24 in support of open space acquisition & the development of parkland, greenways, trails. After acquisition of parcel & receipt of various grants, the City contracted BMG to design plans & secure prelim local approvals. On 4/14/25, Council voted for workshop to discuss (A) cost estimates for construction as presented, (B) alternatives to the plans as presented, & (C) the implications to the various grant awards resulting from any changes in direction or timing changes from initial development plans. Given the ±6 mo lead time to secure remaining approvals & let the phased construction bids, the additional time to plan for & host the workshop will likely push significant construction costs to FY27. Therefore, the FY26 funding requirement was reduced to $0, as existing funding sources should suffice to accomplish FY26 initiatives.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$522,232	$83,832	$0	$438,400	$250,000	$0	$0			$250,000	$772,232
Grant App (ORPT)	$0	$0	$0	$0	$200,000	$0	$0	$0	$0	$200,000	$200,000
Grant Award (Bond Bill)	$450,000	$11,177	$0	$438,823	$0	$0	$0	$0	$0	$0	$450,000
Grant Award (CTF)	$200,000	$0	$0	$200,000	$0	$0	$0	$0	$0	$0	$200,000
Grant Award (ORPT)	$132,500	$132,500	$0	$0	$0	$0	$0	$0	$0	$0	$132,500
Loan (Elec Interfund)	$495,926	$495,926	$0	$0	$0	$0	$0	$0	$0	$0	$495,926
Total	**$1,800,658**	**$723,435**	**$0**	**$1,077,223**	**$450,000**	**$0**	**$0**	**$0**	**$0**	**$450,000**	**$2,250,658**

Silicato Park Fitness Equipment — 7PR05

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	
Priority	4 - Medium
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Addition of fitness equipment to the Tony Silicato walking track.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$0	$122,000	$0	$0	$0	$122,000	$122,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$122,000**	**$0**	**$0**	**$0**	**$122,000**	**$122,000**

Splash Pad — 7PR02

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	TBD
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Construction of a Splash Pad.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$0	$0	$100,000	$0	$0	$100,000	$100,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$100,000**	**$0**	**$0**	**$100,000**	**$100,000**

Tree Planting — 2PR01

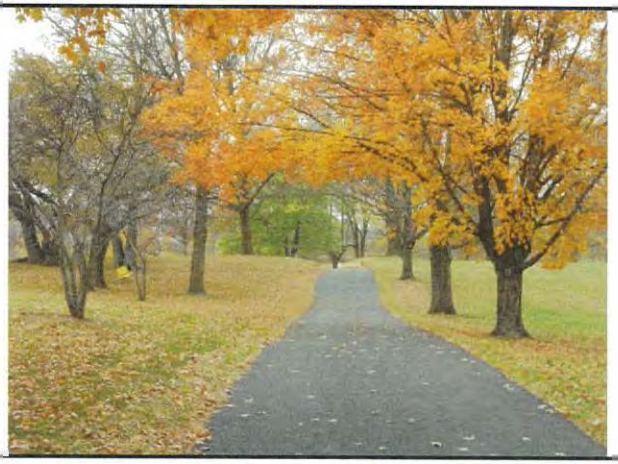
Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	City wide
Priority	3 - Medium High
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Tree planting throughout the City; traditionally funded through electric reserves.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$40,000	$30,000	$2,500	$7,500	$10,000	$10,000	$10,000	$0	$0	$30,000	$70,000
Total	**$40,000**	**$30,000**	**$2,500**	**$7,500**	**$10,000**	**$10,000**	**$10,000**	**$0**	**$0**	**$30,000**	**$70,000**

Walking track extension at Silicato Park — 7PR06

Division:	Parks & Recreation
Department:	Parks & Recreation
Fund:	General Fund
Location:	
Priority	4 - Medium
Strategic Plan:	Neighborhoods & Community Services/Engagement
Description & Justification:	Addition to the walking track at Tony Silicato Memorial park. This would increase the paved walking track by extending it around the stormwater pond, and the addition of planting trees.



Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Gen Fund)	$0	$0	$0	$0	$0	$153,000	$0	$0	$0	$153,000	$153,000
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$153,000**	**$0**	**$0**	**$0**	**$153,000**	**$153,000**

City of Milford

PROJECT SUMMARY BY DIVISION: IT

Dept/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Administration							
Tyler ERP Implementation	$ 1,562,124	$ 287,068	$ 82,188	$ 305,302	$ -	$ -	$ 2,236,682
Administration Total	1,562,124	287,068	82,188	305,302	-	-	2,236,682
Total	**$ 1,562,124**	**$ 287,068**	**$ 82,188**	**$ 305,302**	**$ -**	**$ -**	**$ 2,236,682**

Tyler ERP Implementation — 3IT43

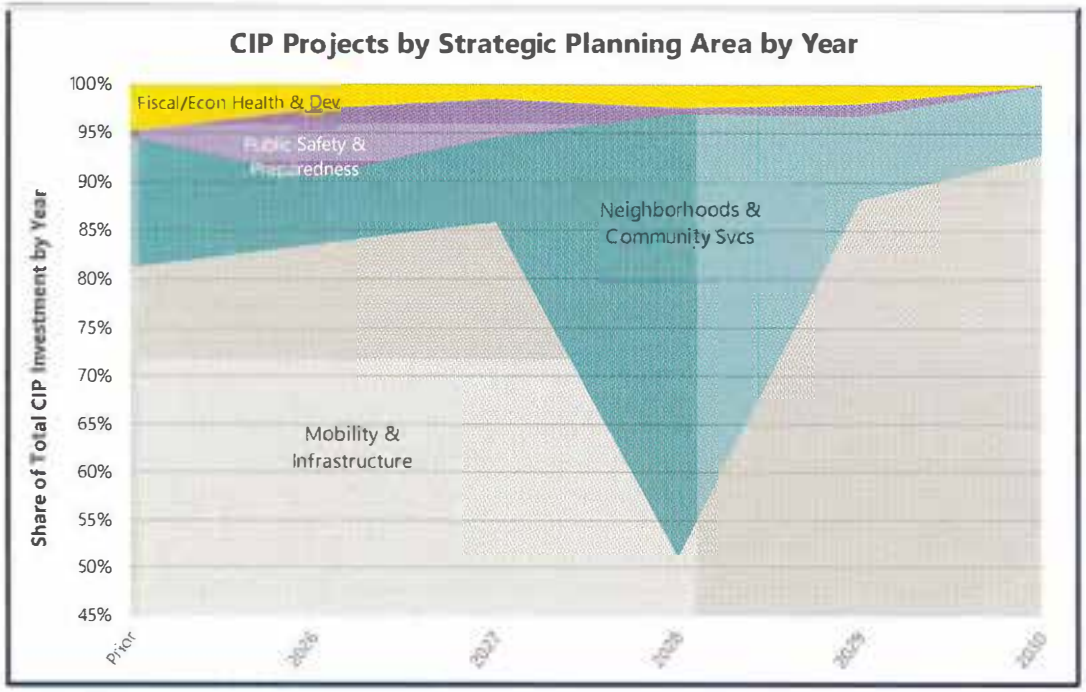
Division:	IT
Department:	Administration
Fund:	General Fund
Location:	The Cloud
Priority	1 - Highest Priority Level
Strategic Plan:	Fiscal/Economic Health & Development
Description & Justification:	Ongoing Tyler ERP Implementation initially approved in FY22 for five years through FY27. Out years include hardware, software, training and conversion costs. Additional funding added to the project for the out years includes additional temporary staffing/third-party contracts to support the Utility Billing (UB) implementation, additional costs related to the HRM/Payroll module, additional training, anticipated contingencies for UB configuration and development, and hardware costs.

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$620,683	$433,692	$51,957	$135,034	$114,061	$32,656	$133,360	$0	$0	$280,077	$900,760
Capital Reserves (Gen Fund)	$135,384	$95,200	$11,405	$28,779	$24,879	$7,123	$24,726	$0	$0	$56,728	$192,112
Capital Reserves (Sewer)	$320,757	$225,640	$27,032	$68,085	$58,945	$16,876	$58,582	$0	$0	$134,403	$455,160
Capital Reserves (Solid Waste)	$164,543	$115,759	$13,868	$34,916	$30,238	$8,657	$30,052	$0	$0	$68,947	$233,490
Capital Reserves (Water)	$320,757	$225,640	$27,032	$68,085	$58,945	$16,876	$58,582	$0	$0	$134,403	$455,160
Total	**$1,562,124**	**$1,095,931**	**$131,294**	**$334,899**	**$287,068**	**$82,188**	**$305,302**	**$0**	**$0**	**$674,558**	**$2,236,682**

City of Milford

PROJECTS BY STRATEGIC PLAN

Strategic Plan/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
Mobility & Infrastructure	$ 29,267,744	$ 35,964,910	$ 17,627,884	$ 11,047,000	$ 9,335,000	$ 12,470,000	$ **115,712,538**
Neighborhoods & Community Services/Engagement	4,827,084	3,003,600	1,813,200	9,878,300	911,400	966,000	**21,399,584**
Public Safety & Preparedness	248,409	3,010,701	812,637	136,729	143,138	6,999	**4,358,613**
Fiscal/Economic Health & Development	1,712,124	1,062,068	299,188	505,302	200,000	-	**3,778,682**
(blank)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ **36,055,361**	$ **43,041,279**	$ **20,552,909**	$ **21,567,331**	$ **10,589,538**	$ **13,442,999**	$ **145,249,417**





City of Milford

PROJECTS BY PRIORITY

Priority/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
1 - Highest Priority Level							
Axon Body Worn & Fleet Cameras	$ -	$ 122,827	$ 124,223	$ 125,619	$ 129,806	$ -	**$ 502,475**
Ballistic Vest Replacement	23,409	6,174	7,558	11,110	13,332	6,999	**68,582**
City BMP - Stormwater Management Program	-	85,000	30,000	35,000	25,000	25,000	**200,000**
Culvert Installation PD Facility	-	125,000	-	-	-	-	**125,000**
Maple Street Bridge Replacement	70,000	2,754,000	-	-	-	-	**2,824,000**
Milford Corporate Center	16,213,934	12,819,961	6,876,592	-	-	-	**35,910,487**
Playground Repairs	25,000	10,000	10,000	10,000	10,000	10,000	**75,000**
Riverwalk concrete abutment repair	-	500,000	-	-	-	-	**500,000**
Substation Projects	65,000	166,500	850,000	100,000	915,000	65,000	**2,161,500**
SW Front Street Bridge Replacement	70,000	2,420,000	-	-	-	-	**2,490,000**
Tyler ERP Implementation	1,562,124	287,068	82,188	305,302	-	-	**2,236,682**
1 - Highest Priority Level Total	**$ 18,029,467**	**$ 19,296,530**	**$ 7,980,561**	**$ 587,031**	**$ 1,093,138**	**$ 106,999**	**$ 47,093,726**
2 - High Priority							
6 NW 4th Street Storm Improvement Project	$ -	$ 95,000	$ -	$ -	$ -	$ -	**$ 95,000**
A/C Recovery Machine	-	7,386	-	-	-	-	**7,386**
Air Break Switch Installation	-	50,000	-	-	-	-	**50,000**
Annual Paving	-	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	**10,000,000**
Chlorine scrubber for gas chlorine at water plants	75,000	85,000	85,000	85,000	-	-	**330,000**
CVR System	-	25,000	-	-	-	-	**25,000**
DEL2 Upgrades for Battery Storage	-	45,000	-	-	-	-	**45,000**
Enclose Pole Barn	-	98,000	-	-	-	-	**98,000**
Evaluation of Current and Future Recreation Needs	-	50,000	-	-	-	-	**50,000**
Five Year Road Evaluation Study	-	75,000	-	-	-	-	**75,000**
Floor Scrubber	-	-	6,000	-	-	-	**6,000**
Gateway Signage and Improvements	70,000	20,000	10,000	10,000	10,000	10,000	**130,000**
Irrigation Wells at TSM	20,000	-	-	-	-	-	**20,000**
Masten Pond Project	-	-	200,000	-	-	-	**200,000**
Mispillion Street South Side Infrastructure Project	-	175,000	-	-	-	-	**175,000**
New VMB (Message Boards)	-	45,000	-	-	-	-	**45,000**
Park Maintenance Equipment	-	13,500	-	-	-	-	**13,500**
Police Department Evidence Processing Bay/Storage Building	100,000	2,490,200	-	-	-	-	**2,590,200**
Public Works Generator Repair	-	20,000	-	-	-	-	**20,000**
Riverwalk Extension/Bulkhead Construction	200,000	150,000	-	-	-	-	**350,000**
Roof Enclosure over the Fuel Pumps	20,000	-	-	80,000	-	-	**100,000**
Safety Trailer	-	30,000	-	-	-	-	**30,000**
Salt Spreader	-	13,000	-	-	-	-	**13,000**
Street Vehicle Tablet Program	-	15,000	-	-	-	-	**15,000**
Trencher Attachment	-	20,000	-	-	-	-	**20,000**
Utility Vehicle	-	-	30,000	-	-	-	**30,000**
Vibrator Plate Compactor	-	7,000	-	-	-	-	**7,000**
Wastewater Pump Station Odor Control Installation	-	150,000	150,000	-	-	-	**300,000**
Water Treatment Upgrades - Gas Chlorine	-	12,500	12,500	12,500	-	-	**37,500**
Wilbur and Pine Storm Drainage Improvement Project	-	100,000	350,000	-	-	-	**450,000**
2 - High Priority Total	**$ 485,000**	**$ 5,791,586**	**$ 2,843,500**	**$ 2,187,500**	**$ 2,010,000**	**$ 2,010,000**	**$ 15,327,586**

City of Milford

PROJECTS BY PRIORITY

Priority/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
3 - Medium High							
2028 Comprehensive Plan Update	$ -	$ -	$ 50,000	$ -	$ -	$ -	**$ 50,000**
ADA Plan & Improvements	375,000	150,000	150,000	150,000	150,000	150,000	**1,125,000**
Additional Recreational Court	-	-	-	200,000	-	-	**200,000**
Advanced Relocation	100,000	100,000	100,000	100,000	100,000	100,000	**600,000**
Annual Street Rehabilitation	3,156,348	-	-	-	-	-	**3,156,348**
Armory ADA Improvements (Front Building)	150,000	300,000	-	-	-	-	**450,000**
Bike Path Projects	406,000	-	650,000	813,000	2,050,000	3,200,000	**7,119,000**
City Hall Improvements	28,000	-	23,000	-	-	-	**51,000**
Columbia Street Streetscape	-	-	-	11,000	70,000	-	**81,000**
Construct Recreation/Community Center at Marvel Square	-	-	-	8,000,000	-	-	**8,000,000**
Construction of Pond & Basketball Court	64,723	1,750,000	-	-	-	-	**1,814,723**
Construction of Public Restrooms	300,000	-	350,000	-	-	-	**650,000**
Downtown Streetscape Area A (fka N. Washington Street Streetscape)	710,000	2,370,470	-	-	-	-	**3,080,470**
Downtown Streetscape Area B (fka SW Front Street Streetscape)	45,000	-	1,617,292	-	-	-	**1,662,292**
Feeder Extensions and Tie - Hospital Loop (110 & 150)	-	-	-	-	250,000	-	**250,000**
Franklin Street Streetscape	-	-	-	15,000	100,000	-	**115,000**
GIS/Mapping - Smart Metering	190,000	-	-	-	-	-	**190,000**
Goat Island Bridge	36,000	-	-	-	-	-	**36,000**
Horseshoe Drive Distribution	-	-	-	200,000	-	-	**200,000**
Kenton's Treatment Plant Control Relocation	-	50,000	125,000	-	-	-	**175,000**
Memorial Park II - Pavilion	75,000	-	-	-	-	-	**75,000**
Memorial Park II - Shade/Walks/Bench	30,000	-	-	-	-	-	**30,000**
N. Walnut St./NE Front St. Lot Enhancements	500,000	-	-	-	-	-	**500,000**
NE Front Street TAP Phase II	65,000	112,599	-	-	-	-	**177,599**
NW City Area Tower/Wells/Treatment	300,000	7,000,000	-	-	-	-	**7,300,000**
NW Front Street TAP Phase I	-	301,094	-	-	-	-	**301,094**
Parks & Recreation Maintenance Shop Improvements	26,500	-	-	385,000	-	-	**411,500**
Physical Security	125,000	125,000	76,556	-	-	-	**326,556**
Pole Inspection	50,000	25,000	25,000	30,000	30,000	30,000	**190,000**
Public Works Expansion / City Office Efficiency	150,000	750,000	17,000	100,000	100,000	-	**1,117,000**
Public Works Garage floor	-	-	45,000	-	-	-	**45,000**
Regulator Refurbishment Program	-	30,000	30,000	30,000	30,000	30,000	**150,000**
Replacement playground at Parks and Recreation	-	200,000	-	-	-	-	**200,000**
Riverwalk Upgrades (Pavers/Concrete/Lighting)	480,000	10,000	260,000	10,000	10,000	10,000	**780,000**
S. Walnut Street - Maple to McCoy	150,000	-	600,000	3,800,000	-	-	**4,550,000**
Seabury Control Upgrade	-	75,000	-	-	-	-	**75,000**
Sewer System Improvements	1,140,477	1,800,000	370,000	450,000	200,000	200,000	**4,160,477**
Sharp Property / Open Space / Greenway Development	1,800,658	340,000	-	-	-	-	**2,140,658**
Sidewalk Replacement and Gap Project	150,000	238,000	100,000	100,000	100,000	112,000	**800,000**
Snow Plow & Salt Spreader for Current Tractor	-	7,600	-	-	-	-	**7,600**
Splash Pad	-	-	-	100,000	-	-	**100,000**
Storm Basin Rehabilitation Project in Milford Business Complex and Residential Neighbc	-	20,000	65,000	65,000	70,000	75,000	**295,000**
Transportation Studies	206,047	-	50,000	50,000	50,000	50,000	**406,047**
Trash/Recycle/Yard waste Container Replacement Program	-	62,000	65,000	68,000	71,000	74,000	**340,000**
Tree Planting	40,000	10,000	10,000	10,000	-	-	**70,000**
Utility System Extensions (Water & Sewer)	1,465,000	-	70,000	450,000	900,000	5,500,000	**8,385,000**
Washington Street Pump Station Control Relocation	300,000	500,000	-	-	-	-	**800,000**
Wastewater Station Upgrades	225,000	150,000	150,000	150,000	150,000	150,000	**975,000**
Water Infrastructure Supporting Street Rehab	1,893,134	-	1,020,500	1,180,500	1,000,000	750,000	**5,844,134**
Water Infrastructure Upgrades	1,112,134	200,000	200,000	200,000	200,000	200,000	**2,112,134**
3 - Medium High Total	**$ 15,845,021**	**$ 16,676,763**	**$ 6,219,348**	**$ 16,667,500**	**$ 5,631,000**	**$ 10,631,000**	**$ 71,670,632**

City of Milford

PROJECTS BY PRIORITY

Priority/Project Name	Prior Authorized	2026	2027	2028	2029	2030	Total
4 - Medium							
(6) Police Expansion Vehicles	$ -	$ -	$ 540,000	$ -	$ -	$ -	**$ 540,000**
10th Street Intersection	150,000	-	1,500,000	1,100,000	1,100,000	-	**3,850,000**
Asphalt Hot Box Reclaimers	-	33,400	-	-	-	-	**33,400**
Basketball court lighting	-	110,000	-	-	-	-	**110,000**
City Hall Plaza	400,000	-	-	-	-	-	**400,000**
City Wide 10-Yr Blowoff Project	-	40,000	40,000	40,000	45,000	45,000	**210,000**
Community Room Table & Chairs	-	10,100	10,200	10,300	10,400	-	**41,000**
Facilites New Vehicle	-	66,000	-	-	-	-	**66,000**
Lakeside Apartments Water System Metering Improvement Project	-	-	200,000	100,000	100,000	-	**400,000**
Open Space Acquisition	555,926	500,000	500,000	500,000	500,000	500,000	**3,055,926**
Parade Lighting Upgrade	-	25,000	-	-	-	-	**25,000**
Pickleball Lighting	-	200,000	-	-	-	-	**200,000**
Public Works Lean-To	-	-	30,000	-	-	-	**30,000**
Redevelopment of Bicentennial Park	-	-	-	250,000	-	-	**250,000**
S Walnut, Causey, Walnut Intersection	-	-	150,000	-	-	-	**150,000**
Silicato Park Fitness Equipment	-	-	122,000	-	-	-	**122,000**
Walking track extension at Silicato Park	-	-	153,000	-	-	-	**153,000**
4 - Medium Total	**$ 1,105,926**	**$ 984,500**	**$ 3,245,200**	**$ 2,000,300**	**$ 1,755,400**	**$ 545,000**	**$ 9,636,326**
5 - Low							
Construction of a Beach Volleyball Court	$ -	$ -	$ -	$ 25,000	$ -	$ -	**$ 25,000**
Construction of Frisbee Golf Course	-	-	-	-	-	150,000	**150,000**
DelDOT Traffic Signals	439,947	100,000	100,000	-	-	-	**639,947**
Irrigation	-	-	56,700	-	-	-	**56,700**
Marshall Pond Riverbank Development	150,000	-	100,000	100,000	100,000	-	**450,000**
Parking Lot Lighting	-	8,500	-	-	-	-	**8,500**
5 - Low Total	**$ 589,947**	**$ 108,500**	**$ 256,700**	**$ 125,000**	**$ 100,000**	**$ 150,000**	**$ 1,330,147**
Total	**$ 36,055,361**	**$ 42,857,879**	**$ 20,545,309**	**$ 21,567,331**	**$ 10,589,538**	**$ 13,442,999**	**$ 145,058,417**

Pay Scale

July 1, 2025 - June 30, 2026

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	$ 36,416.73	$ 37,509.23	$ 38,634.51	$ 39,793.54	$ 40,987.35	$ 42,216.97	$ 43,483.48	$ 44,787.98	$ 46,131.62
2	$ 40,058.40	$ 41,260.16	$ 42,497.96	$ 43,772.90	$ 45,086.09	$ 46,438.67	$ 47,831.83	$ 49,266.78	$ 50,744.79
3	$ 44,064.24	$ 45,386.17	$ 46,747.76	$ 48,150.19	$ 49,594.69	$ 51,082.53	$ 52,615.01	$ 54,193.46	$ 55,819.27
4	$ 48,470.67	$ 49,924.79	$ 51,422.53	$ 52,965.21	$ 54,554.16	$ 56,190.79	$ 57,876.51	$ 59,612.81	$ 61,401.19
5	$ 53,317.73	$ 54,917.27	$ 56,564.78	$ 58,261.73	$ 60,009.58	$ 61,809.87	$ 63,664.16	$ 65,574.09	$ 67,541.31
6	$ 58,649.51	$ 60,408.99	$ 62,221.26	$ 64,087.90	$ 66,010.54	$ 67,990.85	$ 70,030.58	$ 72,131.50	$ 74,295.44
7	$ 64,514.46	$ 66,449.89	$ 68,443.39	$ 70,496.69	$ 72,611.59	$ 74,789.94	$ 77,033.64	$ 79,344.65	$ 81,724.99
8	$ 70,965.90	$ 73,094.88	$ 75,287.73	$ 77,546.36	$ 79,872.75	$ 82,268.93	$ 84,737.00	$ 87,279.11	$ 89,897.48
9	$ 78,062.49	$ 80,404.37	$ 82,816.50	$ 85,301.00	$ 87,860.03	$ 90,495.83	$ 93,210.70	$ 96,007.02	$ 98,887.23
10	$ 85,868.74	$ 88,444.81	$ 91,098.15	$ 93,831.10	$ 96,646.03	$ 99,545.41	$ 102,531.77	$ 105,607.72	$ 108,775.96
11	$ 94,455.62	$ 97,289.29	$ 100,207.97	$ 103,214.21	$ 106,310.63	$ 109,499.95	$ 112,784.95	$ 116,168.50	$ 119,653.55
12	$ 103,901.18	$ 107,018.22	$ 110,228.76	$ 113,535.63	$ 116,941.69	$ 120,449.95	$ 124,063.44	$ 127,785.35	$ 131,618.91
13	$ 114,291.30	$ 117,720.04	$ 121,251.64	$ 124,889.19	$ 128,635.86	$ 132,494.94	$ 136,469.79	$ 140,563.88	$ 144,780.80
14	$ 125,720.43	$ 129,492.04	$ 133,376.80	$ 137,378.11	$ 141,499.45	$ 145,744.43	$ 150,116.77	$ 154,620.27	$ 159,258.88
15	$ 138,292.47	$ 142,441.25	$ 146,714.48	$ 151,115.92	$ 155,649.40	$ 160,318.88	$ 165,128.44	$ 170,082.30	$ 175,184.77

Grade	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
1	$ 47,515.57	$ 48,941.04	$ 50,409.27	$ 51,921.55	$ 53,479.20	$ 55,083.57	$ 56,736.08	$ 58,438.16	$ 60,191.31
2	$ 52,267.13	$ 53,835.14	$ 55,450.20	$ 57,113.70	$ 58,827.12	$ 60,591.93	$ 62,409.69	$ 64,281.98	$ 66,210.44
3	$ 57,493.84	$ 59,218.66	$ 60,995.22	$ 62,825.07	$ 64,709.83	$ 66,651.12	$ 68,650.66	$ 70,710.17	$ 72,831.48
4	$ 63,243.23	$ 65,140.52	$ 67,094.74	$ 69,107.58	$ 71,180.81	$ 73,316.23	$ 75,515.72	$ 77,781.19	$ 80,114.63
5	$ 69,567.55	$ 71,654.58	$ 73,804.21	$ 76,018.34	$ 78,298.89	$ 80,647.86	$ 83,067.29	$ 85,559.31	$ 88,126.09
6	$ 76,524.31	$ 78,820.03	$ 81,184.64	$ 83,620.17	$ 86,128.78	$ 88,712.64	$ 91,374.02	$ 94,115.24	$ 96,938.70
7	$ 84,176.74	$ 86,702.04	$ 89,303.10	$ 91,982.19	$ 94,741.66	$ 97,583.91	$ 100,511.42	$ 103,526.77	$ 106,632.57
8	$ 92,594.41	$ 95,372.24	$ 98,233.41	$ 101,180.41	$ 104,215.82	$ 107,342.30	$ 110,562.57	$ 113,879.44	$ 117,295.83
9	$ 101,853.85	$ 104,909.47	$ 108,056.75	$ 111,298.45	$ 114,637.41	$ 118,076.53	$ 121,618.82	$ 125,267.39	$ 129,025.41
10	$ 112,039.24	$ 115,400.41	$ 118,862.42	$ 122,428.30	$ 126,101.15	$ 129,884.18	$ 133,780.71	$ 137,794.13	$ 141,927.95
11	$ 123,243.16	$ 126,940.45	$ 130,748.67	$ 134,671.13	$ 138,711.26	$ 142,872.60	$ 147,158.78	$ 151,573.54	$ 156,120.75
12	$ 135,567.47	$ 139,634.50	$ 143,823.53	$ 148,138.24	$ 152,582.39	$ 157,159.86	$ 161,874.65	$ 166,730.89	$ 171,732.82
13	$ 149,124.22	$ 153,597.95	$ 158,205.89	$ 162,952.06	$ 167,840.63	$ 172,875.84	$ 178,062.12	$ 183,403.98	$ 188,906.10
14	$ 164,036.64	$ 168,957.74	$ 174,026.48	$ 179,247.27	$ 184,624.69	$ 190,163.43	$ 195,868.33	$ 201,744.38	$ 207,796.71
15	$ 180,440.31	$ 185,853.52	$ 191,429.12	$ 197,172.00	$ 203,087.16	$ 209,179.77	$ 215,455.16	$ 221,918.82	$ 228,576.38

NOTE: No employee will exceed Step 18 of the pay scale. Wages will be capped once the employee reaches the top of the pay range specific to their job pay grade.

RESOLUTION 2025-09

Authorizing City of Milford to enter into an intergovernmental cooperation agreement and participate in the Delaware Valley Health Trust

WHEREAS, the Pennsylvania Intergovernmental Cooperation Law, as amended, 53 Pa. C.S.A. §§2301, *et seq.,* authorizes local government units and agencies to jointly cooperate and enter into intergovernmental agreements with other local government units and agencies in the performance of their governmental functions, powers or responsibilities;

WHEREAS, the Pa. Intergovernmental Cooperation law, 53 Pa. C.S.A. §2303, allows local governments in Pennsylvania to jointly cooperate with any similar entities located in any other state, including the State of Delaware, pursuant to a duly authorized intergovernmental agreement;

WHEREAS, Article III, Section 3.03 of the City of Milford's Charter authorizes the City of Milford to execute the Delaware Valley Health Trust Agreement and thereby participate in the Delaware Valley Health Trust; and

WHEREAS, City of Milford has determined that it is in the best interests of its employees, retirees, and their dependents for City of Milford to become a participant in the Delaware Valley Health Trust, a self-insured governmental multiple employer welfare arrangement and public employer health benefits Trust organized under the laws of Pennsylvania.

NOW THEREFORE, the City Council of City of Milford located in Kent and Sussex Counties, Delaware does hereby resolve as follows:

Section 1. That the Mayor of the City Council of City of Milford (the "Municipality") is hereby authorized to execute the Delaware Valley Health Trust Agreement ("Trust Agreement") and any other agreements necessary for the participation of the Municipality in the Delaware Valley Health Trust (the "Trust"), which is attached hereto as Exhibit "A" and is on file for inspection and review at the offices of the Municipality. The Trust Agreement may be amended after the adoption of this Resolution in accordance with the terms and conditions contained therein.

Section 2. That the participation of the Municipality in the Delaware Valley Health Trust is authorized for the purpose of obtaining high quality health benefits at the most reasonable cost to the Municipality and its employees, retirees and their dependents.

Section 3. As set forth in the Trust Agreement and as otherwise stated herein, the following conditions, among others, apply to the participation of the Municipality in the Delaware Valley Health Trust:

1. That each Trust Participant must meet the admission and eligibility requirements set forth therein;
2. That each Trust Participant agrees to pay all contributions when due as provided in the Trust Agreement and any By-Laws adopted by the Trust;
3. That each Trust Participant uses its best efforts to provide appropriations for the payment of any contributions required to achieve the purposes and objectives of the Trust;

4. That each Trust Participant cooperate fully in achieving the purposes and objectives of the Trust; and
5. That each Trust Participant comply with all other terms and conditions of the Trust Agreement.

Section 4. In accordance with an Addendum to the Trust Agreement, the Municipality agrees to participate in the Delaware Valley Health Trust for a minimum of **three (3) years** from the effective date of its participation and thereafter may withdraw from the Trust for any reason whatsoever provided that it has fulfilled all the applicable conditions in the Trust Agreement and satisfies all its financial obligations to the Trust upon withdrawal.

Section 5. The effective date of the participation of the Municipality in the Delaware Valley Health Trust will be **July 1, 2025**.

Section 6. The organizational structure of the Trust consists of a Board of Trustees, an Executive Committee selected by the Board of Trustees in accordance with the Trust Agreement an Administrator/Executive Director and various service agents appointed in accordance with the Trust Agreement and any By-Laws adopted pursuant thereto.

Section 7. The Municipality delegates to the Board of Trustees of the Delaware Valley Health Trust the powers enumerated in the Trust Agreement.

Section 8. All contributions paid by the Municipality shall be made with funds appropriated by the Municipality for that purpose.

Section 9. The funds required for the operation of the Trust shall be provided by the Trust Participants through annual appropriations.

Section 10. The Delaware Valley Health Trust is empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees.

Section 11. As a condition of participating in the Delaware Valley Health Trust, the Municipality agrees to comply with all the terms and conditions in the attached Trust Agreement.

Section 12. This Resolution is being enacted pursuant to Article III, Section 3.03 of the City of Milford's Charter and the provisions of the Pennsylvania Intergovernmental Cooperation Law, as amended, 53 Pa. C.S.A §§2301, *et seq.*

NOW, THEREFORE, BE IT RESOLVED, that Milford City Council approved and adopted Resolution 2025-09 by majority vote at a public meeting held on this 14th day of July 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this 14th day of July 2025.

Mayor F. Todd Culotta

Attest:

City Clerk Katrina L. White

DELAWARE VALLEY HEALTH TRUST

DELAWARE VALLEY HEALTH TRUST AGREEMENT

(As Amended as of June 1, 2022)

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DELAWARE VALLEY HEALTH
TRUST AGREEMENT

This is the Intergovernmental Agreement, hereafter known as the Delaware Valley Health Trust Agreement, dated as of June 1, 2022, by and among the parties signatory to this Agreement, as it may be amended from time to time. This Agreement is intended to amend and supersede the previous Trust Agreement which was effective as of July 1, 2015.

WITNESSETH:

WHEREAS, certain municipalities, school districts, charter schools, counties, authorities and various intergovernmental entities (including commissions and school district intermediate units), volunteer fire companies and other local government units, agencies and instrumentalities (including public nonprofit entities) desire to enter into and create a self-insured governmental multiple employer welfare arrangement and/or public employer health benefits trust pursuant to all applicable federal and state laws, including, but not limited to, the Pennsylvania Constitution, the Pennsylvania Intergovernmental Cooperation Law, 53 Pa. C.S.A. §2301 et seq.; the Municipality Authorities Act of 1945, 53 Pa. C.S.A. §5601, et seq.; and the Pa. Political Subdivision Tort Claims Act, 42 Pa. C.S.A. §8541, et seq., and any comparable laws of the State of Delaware;

WHEREAS, the purpose of the self-insured governmental multiple employer welfare arrangement and/or public employer health benefits trust created by this Agreement is to provide comprehensive, high quality health benefits on a pooled basis for the employees and their dependents, and retirees of the municipalities, school districts, charter schools, counties, authorities and intergovernmental entities (including commissions and school district intermediate units), volunteer fire companies and other local government units, agencies and instrumentalities, (including public nonprofit entities) who are parties to this Agreement, while allowing them to better control the cost and availability of those health benefits;

WHEREAS, the Delaware Valley Health Trust is created for the express purpose of performing an essential governmental function with the meaning of IRS Rev. Ruling 90-74 (1990-2 CB 34) and any other applicable laws and regulations;

WHEREAS, the municipalities, school districts, charter schools, counties, authorities and intergovernmental entities (including commissions and school district intermediate units) volunteer fire companies, local government units, agencies and instrumentalities (including public nonprofit entities) who are parties to this Agreement have hereby created the Delaware Valley Health Trust for the purpose of implementing the multiple employer welfare arrangement and/or public employer health benefits trust set forth in this Agreement;

WHEREAS, the Delaware Valley Health Trust shall administer and/or oversee the administration of the Health Benefits Plans that will provide benefits to all Participants'

employees, or any class or classes thereof, their dependents and eligible classes of the Participants' retirees, for health, hospitalization, medical, surgical, prescription drug, dental, vision and other health care services;

WHEREAS, the Delaware Valley Health Trust is a “governmental instrumentality” under the Internal Revenue Code, as amended by the Patient Protection and Affordable Care Act;

WHEREAS, the Health Benefits Plans provided under this Agreement are "governmental plans" as defined under, and are therefore exempt from, the Employee Retirement Income Security Act of 1974 (Public Law 93-406), 29 U.S.C. § 1001 et. seq.;

WHEREAS, monies will be paid initially by all Participants and continue to be paid from time to time by Participants to a Board of Trustees, which funds will constitute trust funds to be held for the exclusive benefit of the Participants;

WHEREAS, the Participants desire the Board of Trustees to collect, receive, hold, invest, reinvest, manage, dispose of, distribute, and otherwise to administer the Delaware Valley Health Trust funds, and the Board of Trustees have indicated their willingness to do so, all pursuant to terms of this Agreement; and

WHEREAS, the Board of Trustees and the Participants desire to establish the terms and conditions under which the Delaware Valley Health Trust will be operated.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party, one to the other, the Participants do hereby give and assign in trust the Contributions and all income therefrom, and such other sums as may be made part of the Delaware Valley Health Trust, to the Board of Trustees, and the Board of Trustees hereby accept the trusts herein contained and declare that they will administer, manage, collect, receive, dispose of, and distribute such Delaware Valley Health Trust property for the benefit of the Participants as hereinafter provided, all parties agreeing to abide by the terms and covenants contained in this Agreement, as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions.

Except as otherwise expressly provided herein or unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Agreement (including the Preamble) and any amendment of or supplement hereto.

Actuary - The Trust's actuary or actuarial firm whose duties shall include, but not be limited to, the evaluation of underwriting or loss data submitted by eligible Participants and the rendering of opinions and certifications as required by the Trust in accordance with the Trust Agreement and Bylaws.

Agreement or Trust Agreement - The Delaware Valley Health Trust Agreement, as set forth herein and as amended from time to time.

Alternate Trustee - An employee, elected or appointed official of the Participant who is appointed by the Participant to serve as a Trustee only for a scheduled meeting or event of the Board.

Applicant - A Local Government Entity that has submitted or is in the process of submitting an Application to the Trust to become a Participant.

Application - The documents which must be submitted by all eligible Participants for admission to the Trust, including, but not limited to, any underwriting, claims and census data, or any other information which an eligible Participant may be required to provide for admission to the Trust.

Assessment - A monetary payment other than a Contribution which a Participant shall be required to make to the Trust upon a finding by the Executive Committee, Underwriter and Actuary that such additional funds are required to preserve the fiscal or actuarial soundness of the Trust, preserve the Trust's ability to pay claims, eliminate any Deficit, or otherwise satisfy any outstanding indebtedness.

Board of Trustees or Board - The governing body of the Delaware Valley Health Trust whose members or Trustees are appointed in accordance with and have the authorities as outlined in the Trust Agreement and Bylaws.

Bylaws - The bylaws governing the operation of the Trust as adopted and amended in accordance with this Agreement.

Contribution - The amount of money determined by the Trust and charged to each Participant during a Trust Year, on a monthly basis, in exchange for the benefits under its Health Benefits Plans.

Coverage Period - The period in which each Participant will be provided coverage under its Health Benefits Plans in exchange for Contribution payments.

Deficit - When expenses, claims payments, claims reserves and claims incurred but not reported for any Coverage Period exceed the total Contributions collected for that period.

Executive Committee - The Executive Committee elected by the Board of Trustees in accordance with Section 2.07 hereof.

Executive Director - The individual named in the Bylaws who is responsible for the day-to-day operations of the Trust.

Expulsion - The involuntary removal or termination of a Participant from the Trust by action of the Board of Trustees as provided in this Agreement and any applicable Bylaws.

Fiscal Agent - An outside third-party that safeguards, handles and/or invests the monies held in the various accounts administered by the Trust. The Trust may have one (1) or more Fiscal Agents.

Group Master Health Benefits Contracts - The contracts or agreements between the Trust and the company(ies) selected by it to administer the Health Benefits Plans.

Health Benefits - Various forms of health benefits provided by and/or through the Trust, including hospitalization, medical, surgical, prescription drug, dental, vision and other health care services.

Health Benefits Plans – The principal documents containing a description of the health benefits provided by and/or through the Trust to a Participant, and the terms and conditions applicable thereto.

Local Government Entity - Any political subdivision or local agency of the Commonwealth of Pennsylvania or the State of Delaware, including any cities, towns, townships, boroughs, school districts, charter schools, counties, authorities and intergovernmental entities (including commissions and school district intermediate units), volunteer fire companies and other local government units, agencies and instrumentalities (including public nonprofit entities) eligible for participation in the Delaware Valley Health Trust.

Manager - The chief administrative officer of a Participant.

Participant - Any Local Government Entity eligible to participate in the Trust that becomes a party to this Agreement and whose participation in the Trust has not been terminated in accordance with this Agreement and any applicable Bylaws.

Plan Year - A consecutive 12-month period during which a Health Benefits Plan provides coverage for Health Benefits. A plan year shall be a calendar year (*i.e.,* January 1 – December 31) or a non-calendar year (*e.g.,* July 1 – June 30). A Plan Year shall be established upon a Participant's admission to the Trust and may only be changed thereafter pursuant to a mutual written agreement of the Trust and the Participant.

Rate Stabilization Fund - A fund established by the Trust in accordance with this Agreement which can be used by Participants to defray the cost of their annual Contributions in accordance with policies and procedures established by the Executive Committee.

Service Agents - One or more service companies or consultants engaged by the Trust to be responsible for underwriting matters, actuarial matters, claims administration, loss control, accounting or such other duties as determined by the Executive Committee and specified by contract.

Service Contract - Any contract for service between the Trust and a Service Agent.

Surplus - Net worth of the Trust since its inception.

Third Party Administrator - The company(ies) retained by the Trust to administer the payment of benefits under the Health Benefits Plans and in accordance with the Group Master Health Benefits Contracts.

Trust - The Delaware Valley Health Trust.

Trust Year - The fiscal year that begins on January 1 and ends on the next following December 31.

Trustee - Each person serving as a member of the Board of Trustees referred to from time to time, collectively as the "Trustees" or "Board of Trustees" or "Board".

Underwriter - An individual or firm that assists the Trust with underwriting and rating requirements for current Participants and new Applicants. The Underwriter shall consult with the Actuary as needed and as required.

1.02 Interpretation.

The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. Headings or titles to Articles, Sections, and other subdivisions of this Agreement are for convenience only and

shall be given no effect, meaning, or construction whatsoever and shall not define or limit any provision of this Agreement.

ARTICLE II. TRUSTEES AND EXECUTIVE COMMITTEE

2.01 Qualifications of a Trustee.

a. A Trustee shall be either: (1) an elected or appointed official of the Participant, (2) the Manager of the Participant, or (3) an employee of the Participant with expertise in finance or health benefits.

b. A Trustee shall not be employed by or have any direct or indirect financial interest in any Service Agent or other organization providing service to the Trust, nor shall a Trustee have any other conflict of interest within the meaning of the Pa. Ethics Act, 65 Pa. C.S. §1101 et seq., as amended, or, where applicable, any comparable law or regulation of the State of Delaware.

2.02 Composition of the Board of Trustees.

The Trust shall be governed by a Board of Trustees as outlined herein. No Participant shall be represented by more than one (1) Trustee on the Board of Trustees. However, a Participant may appoint an Alternate Trustee for a scheduled meeting or event of the Board. An Alternate Trustee shall have the full voting rights and powers granted to the Trustee for such scheduled meeting or event.

2.03 Appointment of a Trustee.

A Participant shall appoint a Trustee to the Board of Trustees and notify the Trust in writing with the name and contact information of its appointed Trustee.

2.04 Resignation of a Trustee.

A Trustee may resign by giving notice in writing to the Executive Director. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on such date. If no date is provided, the resignation shall take effect immediately.

2.05 Removal of a Trustee.

A Trustee shall be removed from office in accordance with the Bylaws if he fails, or subsequently ceases, to meet the qualifications of Section 2.01 hereof or is removed for cause by a two-thirds (2/3) majority vote of the Board of Trustees. Upon removal of a Trustee, the position shall be filled pursuant to Section 2.06 hereof.

2.06 New Trustees.

a. In the event a Trustee resigns, is removed or is otherwise unable to serve, the Participant represented by that Trustee shall appoint a replacement Trustee and notify the Executive Director in writing of such Trustee's name, title and contact information.

b. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the principal office of the Trust, any and all records, books, documents or other property in his possession or under his control which belong to the Trust.

2.07 Executive Committee.

The Trustees shall elect an Executive Committee of not less than seven (7) Trustees according to procedures outlined in the Bylaws. The Executive Committee shall be charged with the full authority of the Board of Trustees when it is not in session, subject to the limitations outlined in this Agreement or the Bylaws. Specifically, the Executive Committee does not have the authority: (a) to exercise any powers which a two-thirds (2/3) majority vote of the Board of Trustees is required as outlined in the Bylaws or the Trust Agreement; (b) to admit an Applicant absent approval of the Board of Trustees pursuant to Section 3.02(b) of the Trust Agreement; or (c) to elect Trustees to the Executive Committee of the Trust as outlined in the Bylaws of the Trust. The Executive Committee shall meet as determined by the Trust Chairperson but no less frequently than quarterly.

ARTICLE III. ELIGIBILITY AND PARTICIPATION

3.01 Eligibility Requirements.

a. Applications shall only be accepted from Local Government Entities because participation in the Trust shall be limited to such entities.

b. Each Applicant must provide all underwriting information requested by the Trust, including but not limited to, any census and claims data as may be available.

c. Each Applicant shall meet the underwriting standards and other requirements established by the Executive Committee and have a loss or claims history which does not present an undue risk to the fiscal or actuarial soundness of the Trust.

d. Each Applicant shall receive a positive recommendation from the Underwriter prior to admission. This recommendation shall be based upon an analysis conducted by the Underwriter which shall include an evaluation of the Applicant's loss or claims history if such data is available.

e. Each Applicant must be professionally managed. Professional management may be demonstrated by compliance with the International City/County Management Association ("ICMA") Recognition Criteria or other management criteria satisfactory to the Executive Committee.

f. Each Applicant must agree to make a commitment to participate in the Trust for a minimum period of at least two (2) full years or more, depending upon which period is necessary, in the judgment of the Executive Committee, acting upon the recommendation of the Underwriter, to assure the fiscal and actuarial soundness of the Trust.

g. The Executive Committee may establish, by majority vote, additional requirements for participation in the Trust as reasonably required under the circumstances.

3.02 Approval of Participants.

a. Prior to any vote being taken on an Applicant being admitted to the Trust, the Executive Director must certify in writing that the Applicant has met all the requirements for admission to the Trust.

b. To become a Participant, an Applicant, and its proposed effective date of Trust participation and coverage thereunder, must be approved by an affirmative vote of at least two-thirds (2/3) of the entire Board of Trustees if the Trust has less than one hundred (100) Participants and at least one half (1/2) of the entire Board of Trustees if the Trust has one hundred (100) or more Participants.

c. Upon an Applicant's execution of this Agreement, such Applicant shall become a Participant in the Trust and shall be bound by all terms and conditions hereof, including the payment of Contributions when due.

d. Each Participant shall submit evidence satisfactory to the Executive Director of approval for Trust participation by its governing body, including any ordinances or resolutions which may be required under state law.

3.03 Participant's Contribution Obligations.

a. Contributions shall be established by the Executive Committee in consultation with the Underwriter, the Actuary and the Third Party Administrator. The rates upon which a Participant's Contribution is based shall be established at least thirty (30) days before commencement of the next following Plan Year.

b. Contributions shall be due and payable within thirty (30) days of receiving an invoice unless required otherwise by the Executive Committee upon reasonable advance written notice.

c. If a Participant fails or refuses to pay its Contributions in full when due and owing, a late fee of one half of one percent (.5%) per month shall be imposed on the delinquent balance and the Participant shall be ordered to pay the full amount due, which order is not appealable to the Board of Trustees and may be enforced as a judgment against the Participant by the Trust in any court of competent jurisdiction.

3.04 Obligations, Duties and Liabilities of Participants.

a. Each Participant agrees to fulfill all obligations and duties set forth in this Agreement and comply with the policies and procedures established by the Trust. The withdrawal or expulsion of any Participant pursuant to this Article III shall not affect this Agreement nor the Trust created herein, except where otherwise expressly provided.

b. Each Participant agrees to jointly and severally assume and discharge liabilities arising hereunder with each and every other party to this Agreement.

c. Each Participant is liable under this Agreement for the payment of Contributions and Assessments when due.

d. Each Participant shall appropriate funds for the payment of any Contributions and Assessments required by the Trust.

e. Each Participant shall institute all reasonable procedures that may be required by the Executive Committee for the purpose of minimizing or eliminating health hazards or risks that could contribute to losses, subject to any collective bargaining agreements.

f. Each Participant agrees that it will cooperate fully with the Trust's Executive Director, Service Agents, attorneys, Third Party Administrator and any other agent or employee of the Trust in relation to the purposes and powers of the Trust, including, but not limited to, the evaluation and payment of claims.

g. Each Participant shall furnish to the Trust any underwriting or other information reasonably requested by the Trust within thirty (30) days of receiving such request.

h. Each Participant agrees that this Agreement may be amended, altered, modified or restated pursuant to Article VIII hereof and any such amendment, alteration, modification or restatement shall be considered by each Participant to be reasonable, proper and binding.

i. As further provided in Section 6.03, all coverage-related grievances and complaints by enrollees must be submitted and resolved in accordance with the applicable Health Benefits Plans and Group Master Health Benefit

Contracts, subject to the requirements of the Patient Protection and Affordable Care Act and regulations promulgated thereunder, as well as any state or federal laws and regulations which may also apply.

j. Each Participant agrees that once a decision is rendered by the Board of Trustees or the Executive Committee, as applicable, in a dispute regarding the expulsion or withdrawal of a Participant, the decision by the Board or Executive Committee shall be final and legally binding on the Participant and the Trust. Neither the Trust nor the Participant shall have any right to challenge that decision in any arbitration proceeding or in any action before any court of competent jurisdiction. That notwithstanding, the Participant and the Trust only reserve the right to file an action in such a court solely to enforce the decision by the Board or the Executive Committee.

3.05 Expulsion and Withdrawal of Participants.

a. Expulsion.

The Board of Trustees shall have the authority by an affirmative vote of at least two-thirds (2/3) of all Trustees to expel any Participant from the Trust for cause, which shall include but not be limited to, the following:

(1) Failure to pay any Contributions or Assessments when due;

(2) Failure to implement any reasonable measures or guidelines established by the Executive Committee;

(3) Failure to cooperate with personnel, Service Agents or Fiscal Agents of the Trust;

(4) Failure to provide any information requested by the Executive Director, Executive Committee or any agent or representative of the Trust as required for the evaluation and payment of any claims covered under the Health Benefits Plans;

(5) Knowing and willful failure to observe and perform any covenants, conditions or agreements on its part to be observed or performed in the Trust Agreement and any related documents or agreements, including the Health Benefits Plans;

(6) The filing of a petition in bankruptcy, or the subjection of any right or interest of a Participant under the Health Benefits Plans to any execution, garnishment, attachment, adjudication of such Participant as bankrupt, assignment by such Participant for the benefit of creditors, or the approval by a court of competent jurisdiction of a petition applicable to that Participant in any proceedings instituted under the provisions of

the federal bankruptcy code, as amended, or under any similar state or federal statute which may thereafter be enacted;

(7) The assignment by a Participant of any right, interest in or obligation of this Trust Agreement or Health Benefits Plan without first obtaining the approval of a two-thirds (2/3) majority of the Board of Trustees; or

(8) Knowingly taking any action detrimental to the fiscal or actuarial soundness of the Trust.

The Participant whose expulsion is sought shall have a full and fair opportunity to appear before the Board and present any evidence on its behalf before the Board renders its decision in accordance with procedures adopted by the Executive Committee. In accordance with Section 3.04(j), all decisions by the Board of Trustees regarding the expulsion of a Participant shall be final, with no right for a further appeal or arbitration of that decision.

The Participant, upon receipt of notification of expulsion by the Trustees, understands that its participation in this Trust and coverage thereunder will terminate sixty (60) days thereafter (or ten (10) days thereafter for non-payment of Contributions or Assessments) and the Participant will be responsible to secure adequate health benefits coverage, either by insurance or self-insurance, and endeavor for such coverage to be in effect on the effective date of the Participant's expulsion. No liability shall accrue to the Trust after the effective date of expulsion except as provided in Section 3.05(c) hereof.

Upon expulsion, a Participant shall forfeit any and all of its rights to any dividends, Rate Stabilization Fund monies and other allocations from Trust Surplus to which it may otherwise be entitled during the last year of the Participant's membership in the Trust and all times thereafter.

An expelled Participant may be subject to an Assessment pursuant to claims incurred while that Participant was afforded coverage under the Trust even if amounts were not paid on such claims until after expulsion.

b. Withdrawal by a Participant.

As provided herein, each Participant hereby agrees that it shall not withdraw from the Trust for a period of two (2) years from the date upon which it was first admitted as a Participant, or any longer period as set by the Underwriter and agreed to by the Participant upon admission to the Trust. In addition, it is also agreed that each Participant may withdraw from the Trust only after giving written notice to the Executive Director at least one hundred twenty (120) days prior to the commencement of the Participant's next following Plan Year, provided such notice follows the expiration of the initial or subsequent commitment period unless:

(1) An opinion is rendered by the Actuary or Underwriter that such withdrawal will cause the number of Participants to fall below the minimum required number or otherwise materially reduce the fiscal or actuarial soundness of the Trust; or

(2) The withdrawing Participant is then in default of its obligation to pay Contributions or Assessments.

A Participant's withdrawal notice shall become final and binding on the date that is one hundred twenty (120) days before the first day of the Participant's next following Plan Year, unless the Executive Committee agrees to allow recission of the withdrawal notice pursuant to a written request submitted by the withdrawing Participant. A Participant's withdrawal shall become effective at 12:00 a.m. Eastern Time on the first day of the Participant's next following Plan Year.

The above conditions notwithstanding, the Executive Committee may allow a Participant to withdraw from the Trust even if any of the conditions above for withdrawal have not been met, without waiving the Trust's right to recover any outstanding Contributions or Assessments from that Participant.

Should a Participant decide to reduce its total employee enrollment in the Trust's Health Benefits Plans by twenty-five percent (25%) or more, such a reduction in enrollment will constitute a deemed "withdrawal" of the Participant from the Trust under this subsection 3.05(b). In the event of such a withdrawal all of the notice requirements and other provisions in this subsection shall fully apply. Acting in the best interests of the Trust, the Executive Committee may waive this provision and take other measures as the Committee finds appropriate under the circumstances.

Any Participant who withdraws from the Trust shall forfeit any and all of its rights to any dividends, Rate Stabilization Fund monies and other allocations from Trust Surplus to which it may otherwise be entitled during the last year of the Participant's membership in the Trust and all times thereafter.

Upon the effective date of withdrawal, or at any time thereafter, a Participant may be subject to an Assessment pursuant to claims incurred while that Participant was afforded coverage under the Trust even if amounts were not paid on such claims until after withdrawal.

The Executive Committee also has the right to impose any other conditions upon the withdrawal of a Participant that may reasonably be required under the circumstances, including the prompt payment of any unpaid Contributions.

If there is a dispute over the withdrawal of a Participant, that Participant will have a full and fair opportunity to present any relevant evidence or information to the Executive Committee, which shall decide the dispute by majority vote. In accordance with Section 3.04(j), all decisions by the Executive Committee regarding the withdrawal of a Participant shall be final, with no right for a further appeal or arbitration of that decision.

c. Liability of Trust after Withdrawal or Expulsion of a Participant.

(1) For those claims for benefits covered and payable under the Health Benefits Plans, the Trust shall continue to service and otherwise be responsible for any covered claims incurred prior to expulsion or withdrawal of a Participant.

(2) In addition to forfeiture as provided in subsections 3.05 (a) and (b) above, no dividends, Rate Stabilization Fund monies or other allocations from Trust Surplus shall be paid or made available to a Participant who has been expelled or voluntarily withdrawn from the Trust after the effective date of expulsion or withdrawal.

ARTICLE IV. ACCEPTANCE OF TRUST & DUTIES AND OBLIGATIONS

4.01 Acceptance.

The Trustees hereby accept the trusts, duties and obligations imposed upon them by this Agreement and agree to perform said trusts, duties and obligations in accordance with the terms and conditions of this Agreement. The Trustees shall hold legal title to all property of the Trust and shall have absolute and exclusive power and control over the management and conduct of the business of the Trust, subject to the terms and conditions of this Agreement.

4.02 Future Trustees.

Whenever any change shall occur in the Board of Trustees, the legal title to the property hereby created by this Trust shall pass to those duly appointed Trustees. Each future Trustee appointed in accordance with this Agreement shall be deemed to accept the Office of Trustee and the terms and conditions of this Agreement.

4.03 Trustees' Duties and Obligations.

The Trustees shall discharge their duties and obligations under this Agreement solely in the interests of the Trust and its Participants with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

The Trustees shall adopt Bylaws for the management and control of the Trust, so long as such Bylaws are not inconsistent or in conflict with the terms and provisions of this Agreement. Said Bylaws may be amended by the Trustees as they shall provide.

4.04 Liability of Trustees.

a. The Trustees shall not be liable for errors of judgment either in holding property originally conveyed to them, in acquiring and afterwards holding additional property, in the performance of their duties hereunder, nor for any act or omission to act, performed or omitted by them, in the execution of the trusts created hereunder.

b. Every act done, power exercised or obligation assumed by the Trustees, pursuant to the provisions of this Agreement, or in carrying out the trusts herein contained, shall be held to be done, exercised or assumed by them as Trustees and not as individuals, and any person or corporation contracting with the Trustees, shall look only to the Trust and property of the Trust available for payment under such contract, or for the payment of any debt, mortgage, judgment or decree or the payment of any money that may otherwise become due or payable on account of the trusts herein provided for, and any other obligation arising out of this Agreement in whole or in part, and neither the Trustees nor the Participants, present or future, shall be personally liable therefore.

c. Notwithstanding the provisions of (a) and (b) above, a Trustee shall be personally liable in connection with the performance of his duties hereunder for his own willful misconduct or gross negligence.

d. The Trust shall use its best efforts to purchase so-called directors and officers liability insurance covering the Board of Trustees.

ARTICLE V. OPERATION OF THE TRUST & INDEMNIFICATION

5.01 Office.

The Trust shall have a principal office located in the County of Montgomery in the Commonwealth of Pennsylvania. At such principal office there shall be maintained the books, reports and records pertaining to the Trust and its administration.

5.02 Meetings.

There shall be an annual meeting of the Trustees on a day and at a place designated by the Executive Committee. At the annual meeting the Trustees shall

receive an update on the Trust's performance and transact such other business as may come before them. The Trustees shall hold such other meetings and shall establish such procedures for the conduct of those meetings as they shall provide in the Bylaws.

5.03 Indemnification.

a. The Trust shall indemnify, hold harmless and defend: (i) each member of the Board of Trustees and the estate, executor, administrator, personal representatives, heirs, legatees and devisees of any such person; and (ii) every officer and employee of the Trust and the estate, executor, administrator, personal representatives, heirs, legatees or devisees of such person; against all claims, suits or judgments including interest, fines, amounts paid or agreed upon in settlement, reasonable costs and expenses including attorneys', fees and any other liability that may be incurred as a result of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, prosecuted or threatened to be prosecuted, for or on account of any act performed or omitted or obligation entered into, if done or omitted in good faith without intent to defraud and within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interest of and in connection with the administration, management, conduct or affairs of the Trust, and with respect to any criminal actions or proceedings, in addition, had no reasonable cause to believe that his or its conduct was unlawful. Provided, however, that if any such claim, action, suit, or proceeding is compromised or settled, it must be done with the prior and express approval of the Executive Committee or such other persons as may be authorized to make determinations with respect to indemnification pursuant to subparagraph (d) of this Section.

b. Such indemnification, hold harmless and defense shall not depend upon whether or not such person is a member of the Board of Trustees at the time such claim, action, suit or proceeding is begun, prosecuted or threatened.
c. The right of indemnification and defense hereunder shall not be exclusive of other rights such person or Board may have as a matter of law or otherwise.

d. In each instance in which a question of defense and/or indemnification hereunder arises, determination of indemnification hereunder, and the time, manner and amount of payment thereof, shall be made by a majority vote of a quorum of the Executive Committee provided, however, that no member of the Executive Committee seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Executive Committee are seeking indemnification hereunder as a result of the same occurrence or the number of Executive Committee members eligible to vote does not constitute a quorum, such determination in the first instance shall be made by independent legal counsel retained by the Trust for the purpose of making the determination.

Nothing in this paragraph is intended to make an adverse determination finally binding upon the person seeking indemnity under this Section, or to preclude any such person from appealing an adverse determination against him or it, or from instituting legal proceedings to enforce a right of indemnification under this Section.

e. The indemnification and defense provided for in this Section shall be deemed to be an expense of the Trust which may be paid from operating funds or Surplus.

f. The indemnification and defense provided by this Section shall be secondary to any benefits which the person may be entitled to receive from any applicable insurance policy providing Directors and Officers, Errors and Omissions or other applicable insurance coverages which have been procured by the Trust or for which the Trust paid the required premium. The indemnification provided by this Section shall be primary over any indemnification provided by a Trustee at his or her own expense.

g. (1) Notwithstanding any other provision of this Section to the contrary, a person may seek, and the Trust may pay, advance indemnification prior to the rendering of a final determination of entitlement to indemnification pursuant to the provisions of subparagraph (d) of this Section. Any award of such advance indemnification by the Trust shall be discretionary and subject to the provisions of this Section.

(2) In each instance where a question of advance indemnification hereunder arises, determination of the right to indemnification and of any conditions or restrictions attached thereto shall be made by a majority vote of a quorum of the Executive Committee provided, however, that no member of the Executive Committee seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Executive Committee are seeking indemnification as a result of the same occurrence or the number of members of the Executive Committee eligible to vote does not constitute a quorum, such determination shall be made by independent legal counsel retained by the Trust for the purpose of making the determination.

(3) Any determination of advance indemnification shall be discretionary and may provide for the time, manner and amounts advanced hereunder and shall include such limitations as may be deemed appropriate in the particular circumstances on rate of payment, the total amount to be advanced and the security, if required, for repayment of such advances.

(4) Any advance authorized hereunder shall be repaid to the Trust if the person on whose behalf the advance was made is not entitled to indemnification of his costs and expenses under the provisions and in accordance with the standards for indemnification provided in this Section.

ARTICLE VI. PURPOSE OF THE TRUST & POWERS OF TRUSTEES

6.01 Purposes of Trust.

The purposes and objectives of the Trust are as follows:

a. To provide high quality health benefits for each Participant at the lowest responsible cost;

b. To minimize and better control claims handling and administrative expenses;

c. To protect each Participant from the volatility and high premiums of the commercial health insurance markets; and

d. To take whatever other action which may be necessary to preserve and protect the fiscal and actuarial integrity of the Trust, as provided in the Trust Agreement and Bylaws.

The association being formed hereunder is intended to be a trust under the laws of the Commonwealth of Pennsylvania.

It is the express intent of the Participants entering into this Trust Agreement that they do not intend to waive, and are not waiving, any of the immunities which they or their elected officials, appointed officials, officers, employees or agents have now, and may have in the future.

6.02 Powers of Trustees.

The Board of Trustees shall oversee the property and business of the Trust and perform such acts, enter into such contracts, engage in such proceedings, and generally exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust or to carry out the purposes of this Agreement. Any determination made by the Trustees in the exercise of these powers shall be binding upon all Participants.

In addition to the powers set forth elsewhere in this Agreement, the powers and duties of the Trustees in connection with their managing and controlling the Trust shall include, but shall not be limited to, the following:

a. To see that the Trust is safely and prudently administered, financially stable, and Trust monies are responsibly invested with the aim of positive returns in accordance with all applicable state and federal law.

b. To receive, hold, manage, invest, reinvest, and control all monies at any time forming part of the Trust.

c. To purchase contracts of insurance or reinsurance and to pay premiums on such policies.

d. To borrow or raise money for the purpose of financing any self-insurance reserves of the Trust to the extent authorized under state and federal law.

e. To hold cash, uninvested, for such length of time as Trust operations require without liability for interest thereon.

f. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance, including, but not limited to, deeds, leases, mortgages, conveyances, contracts, waivers and releases, and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

g. To hire suitable agents, advisors and other persons as necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and employees and to charge the expense thereof to the Trust. Trustees are entitled to rely upon and may act upon the opinion or advice of any duly retained attorney or Service Agent in the exercise of reasonable care. Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in the Bylaws or set forth in formal written documentation of the Trust.

h. To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretion, rights and duties conferred or imposed upon the Trustees hereunder, or by law.

i. To construe and interpret this Trust Agreement and any related documents, including the Bylaws.

j. To receive from Participants and other relevant sources, such information as shall be necessary for the proper administration of the Trust.

k. To maintain one or more accounts for the administration of the Trust and to authorize the Executive Committee, the Executive Director, Service Agents or

other appropriate persons to make payments from any such account for purposes of the Trust.

l. To receive and review reports of the financial condition and of the receipts and disbursements of the Trust.

m. To adopt rules, regulations, formulas, actuarial tables, rates, forms, policies and procedures from time to time as they deem advisable and appropriate for the proper administration of the Trust, including but not limited to membership criteria, provided the same are consistent with the terms of this Agreement.

n. To have a judicial settlement of their accounts and judicial determination of any questions in connection with their duties and obligations hereunder, or in connection with the administration or distribution thereof. The costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid by the Trust as a general administrative expense to the extent permitted by applicable law.

o. To purchase as a general administrative expense of the Trust so-called directors and officers liability insurance and any other types insurance for the benefit of the Trust, the Trustees, Trust employees, or agents, including group insurance, employee benefits and social security.

p. To enter into any and all contracts and agreements for carrying out the terms of this Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on Participants and Participants' employees. All such contracts and agreements, or other legal documents herein authorized, shall be approved in a manner authorized by the Trustees and shall be executed by individuals authorized by the Trustees.

q. To write off as uncollectible any Participant's Contribution or any other indebtedness or other obligation as may be deemed appropriate. A decision to write off as uncollectible shall be deemed appropriate if it is determined that collection is unlikely or the anticipated expense of collecting justifies such action.

r. To receive Contributions or Assessments from any source whatsoever but such Contributions or Assessments may not be utilized for any purpose unrelated to the purposes herein provided.

s. To pay or contest any claim or to settle a claim by or against the Trust or any of its Participants by negotiation, compromise, arbitration, or otherwise.

t. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

u. To review Applications for membership in the Trust submitted to them and to approve or disapprove such Applications as provided herein.

v. To modify, expel or cancel the coverage of any Participant in accordance with the terms of this Agreement.

w. To amend the Health Benefits Plans and Group Master Health Benefits Contracts.

x. To make provision for proper accounting and reporting procedures.

y. To purchase an employee fidelity bond covering the Trustees, the Executive Director and such others as reasonably determined.

z. To require Assessments from each Participant in accordance with this Agreement.

aa. To hold all property received by or for the Trust, which together with the income and gains therefrom and additions thereto, shall constitute the corpus of the Trust.

bb. To oversee the Executive Director of the Trust who shall implement duly-authorized decisions on behalf of the Trust and have direct responsibility for the operation and supervision of the Trust. The Executive Director shall not be an owner, officer or employee of any Service Agent or broker of the Trust.

cc. To retain and oversee independent service companies and/or consultants that act as Service Agents. The services of a Service Agent shall be performed pursuant to a written agreement between the Service Agent and the Trust, and the Service Agent shall be compensated from the Trust for such services. The Trust may delegate to a Service Agent responsibility for underwriting matters, claims administration and disbursement, collection of Contributions, or such other duties as are specified in the Service Contract.

dd. To retain counsel to advise and represent the Trust on legal matters relating to its operation and administration.

ee. To retain an independent certified public accountant to conduct an annual audit of the financial statements of the Trust at the close of the Trust Year, such audit report shall be made available, upon request, to Participants for inspection.

ff. To retain one (1) or more Fiscal Agents or other Service Agents to delegate the duties to hold the monies of the Trust and to invest and reinvest funds in accordance with the requirements established by the Trust.

gg. To appoint any committees of the Board as may be necessary for the operation of the Trust.

hh. To retain an Actuary or another reasonably qualified Service Agent to review, at least annually, the expected losses, calculations of claims incurred but not reported and recommend Surplus requirements for the Trust.

ii. To outline procedures to fully and finally resolve all disputes between Participants and the Trust.

jj. To do all acts, whether or not expressly authorized herein, which are in the best interests of the Trust.

Except as is noted below, the Board of Trustees may and hereby does delegate the powers it has the right to exercise as noted above to the Executive Committee when the Board of Trustees is not in session. Notwithstanding the foregoing, the Executive Committee does not have the authority: (a) to exercise any powers which a two-thirds (2/3) majority vote of the Board of Trustees is required as outlined in the Bylaws or the Trust Agreement; (b) to admit an Applicant absent approval of the Board of Trustees pursuant to Section 3.02(b) of the Trust Agreement; or (c) to elect Trustees to the Executive Committee of the Trust as outlined in the Bylaws of the Trust.

6.03 Payment of Claims and Claims Disputes.

The payment of claims and the resolution of claims disputes will be done as set forth below.

a. Acceptance and Denial of Claims.

The acceptance and denial of claims shall be made in accordance with the terms and conditions of the applicable Health Benefits Plans and the Group Master Health Benefits Contracts, subject to the requirements of the Patient Protection and Affordable Care Act and regulations promulgated thereunder, as well as any other state and federal laws and regulations which may also apply.

b. Claims Disputes.

All claims disputes shall be resolved in accordance with the internal appeals and external review procedures adopted by the Trust in accordance with the Patient Protection and Affordable Care Act and regulations promulgated

thereunder, as well as any state or federal laws and regulations which may also apply.

6.04 Confidentiality of Claims Data.

The Trust shall not disclose any claims data to any current or former Participant or any employee, elected official, appointed official or agent thereof unless provided otherwise under internal policies and procedures established by the Executive Committee.

ARTICLE VII. OPERATION OF THE TRUST'S FUNDS

7.01 Payment of Contributions and Assessments.

Each Participant hereby agrees to make payments to the Trust as set forth below:

a. Contributions.

Contributions must be paid by each Participant as a condition for obtaining coverage for a single Coverage Period. Rates upon which those Contributions are based shall be established, and may be adjusted upward or downward, on an annual basis, by the Executive Committee pursuant to recommendations by Service Agents based upon the actual claims or loss histories of the Trust and each Participant as well as projected future claims or losses. Contributions are subject to change within a Coverage Period pursuant to changes in enrollment counts and plan design. Contributions shall include:

(1) An amount for the payment of all Trust administrative expenses;

(2) An amount for the payment of health benefit claims and related expenses; and

(3) An amount paid as a risk margin payable to the Trust.

b. Assessments.

All Assessments shall be made in an amount equal to the ratio of the Participant's annual Contribution to the total annual Contributions from all Participants in the Trust Year to which an Assessment relates. No Participant shall be required to pay any Assessments in a single Trust Year greater than two (2) times the annual Contribution paid by that Participant for the Trust Year to which the Assessments relates.

c. Contributions and Assessments after Withdrawal or Expulsion.

After the withdrawal or expulsion of a Participant, that Participant shall remain liable for any unpaid Contributions and Assessments relating to any periods during which that Participant was provided coverage under the Trust.

7.02 Establishment of Financial Accounts.

The Trust shall establish in its name, or cause to be established, one or more financial accounts, which may be interest or non-interest bearing.

7.03 Allocations from Trust Surplus.

a. Dividends.

Subject to Section 3.05 of this Agreement, any funds in Surplus not deemed necessary or prudent may be returned to the Participants as a dividend upon a majority vote of the Executive Committee. Any dividends paid to a Participant will be based upon the loss experience of the Trust as a whole, the amount of each Participant's Contributions, and the loss experience of the individual Participant. No dividends shall be paid to any Participant unless the Underwriter certifies to the Executive Committee that said dividends shall not adversely affect the fiscal or actuarial soundness of the Trust and the Trust's ability to satisfy any indebtedness incurred by it.

b. Rate Stabilization Fund.

Subject to Section 3.05 of this Agreement, any funds in Surplus not deemed necessary or prudent may be returned to the Participants as Rate Stabilization Funds upon a majority vote of the Executive Committee. Any Rate Stabilization Fund appropriation made available to a Participant will be based on that Participant's proportion of the total annual Contributions paid to the Trust, duration of Trust participation, the loss experience of the individual Participant and the losses incurred by the Trust pursuant to a formula approved by the Executive Committee. No Rate Stabilization Fund appropriations shall be made unless the Underwriter certifies to the Executive Committee that said appropriation shall not adversely affect the fiscal or actuarial soundness of the Trust and the Trust's ability to satisfy any indebtedness incurred by it.

c. Other Allocations from Trust Surplus.

Subject to Section 3.05 of this Agreement, any funds in Surplus not deemed necessary or prudent may be returned to Trust Participants through other allocations from Trust Surplus, including annual Contribution reductions or grant programs, upon a majority vote of the Executive Committee. No other allocations from Trust Surplus shall be made unless the Underwriter certifies to the Executive Committee that said allocations shall not adversely affect the

fiscal or actuarial soundness of the Trust and the Trust's ability to satisfy any indebtedness incurred by it.

7.04 Deficits.

In the event of a Deficit for any Trust Year, the Deficit shall be offset by any of the following:

a. Unencumbered funds, including monies from the Surplus; or

b. Any Assessments levied upon and paid by Participants in accordance with this Agreement.

7.05 Bonds.

The Trust may require that all persons or Service Agents handling money for or on behalf of the Trust purchase a fidelity bond or provide proof of suitable insurance with appropriate limits of liability, as determined by the Executive Director, to protect the Trust.

ARTICLE VIII. AMENDMENTS

8.01 Amendments Not Requiring Consent of the Trustees.

The terms and provisions of this Agreement may be amended at any time by a majority vote of the Executive Committee for one (1) or more of the following purposes:

a. To cure any ambiguity, defect or omission in this Agreement; or

b. To change or modify any provision of this Agreement so as to comply with any applicable law, regulation or administrative ruling which may be in effect.

8.02 Amendments Requiring Consent of the Trustees.

The Board of Trustees by a two-thirds (2/3) vote may consent to and approve any other amendments approved by a majority vote of the Executive Committee and presented to the Board, as shall be deemed necessary and desirable by the Board for the purpose of modifying, altering or amending, adding to or rescinding any of the terms or provisions contained in this Agreement consistent with the purposes of the Trust. The Executive Committee shall prescribe rules and procedures for submission of proposed amendments to the Board.

8.03 Limitation on Amendments.

No amendment shall be adopted which alters the basic purpose of the Trust or would jeopardize the actuarial or fiscal soundness of the Trust.

ARTICLE IX. TERM AND TERMINATION

9.01 Term of Trust.

The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by two-thirds (2/3) of the entire Board of Trustees, acting on behalf of the Participants.

9.02 Termination of the Trust.

In the event of termination of the Trust, the Participants covenant and agree to make any provision for the payment of any outstanding indebtedness and for the payment of claims against the Trust or its Participants as may be required, including the deposit with the Trust of funds, surety bonds, or such other guarantees of payment as deemed required and sufficient by the Executive Committee. Upon termination, the Trustees shall continue to serve as Trustees to wind up the affairs of the Trust, including providing for all outstanding obligations, and each Participant shall be entitled to receive distribution of its pro rata share of any remaining funds, the calculation of such distribution to be determined by the Executive Committee.

ARTICLE X. MISCELLANEOUS

10.01 Title to the Trust.

Title to the Trust shall be vested in and remain exclusively in the Trustees to carry out the purposes hereunder and no Participant or any official, employee or agent of any Participant nor any individual shall have any right, title or interest in the Trust nor any right to Contributions made or to be made thereto, nor any claim against any Participant on account thereof, except to the extent of the right of Participants to receive their pro rata share of any excess funds as provided hereunder.

No Participant may assign any right, claim or interest it may have under this Agreement.

10.02 Execution of Documents.

The Trustees may and hereby do authorize the Chairperson of the Trust and the Executive Director to execute any notice, certificate or other written instrument relating to the Trust (except an instrument of amendment or termination unless approved in accordance with this Agreement) and all persons, partnerships,

corporations, or associations may rely upon such notice or instrument so executed as having been duly authorized and as binding on the Trust and the Trustees.

10.03 Notice.

All notices, requests, demands and other communications related to this Agreement, unless otherwise so provided herein, shall be in writing and shall be deemed to be duly given when sent by first-class, registered or certified mail postage paid, return receipt requested, when personally delivered by hand, or when transmitted by electronic means, at such addresses as have been last provided to the Trust. The initial address for such notices, requests, demands or other communications to the Trustees and each Participant shall be provided to the Executive Director.

The parties shall notify the Executive Director as to any change in address.

10.04 Construction.

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

10.05 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, by one or more members of the Executive Committee and the Manager or other duly authorized representative of the Participant, of a counterpart signature page in the forms attached hereto, which together with this Agreement and all other duly executed signature pages shall constitute the complete Agreement among all the parties hereto.

10.06 Subrogation.

Each Participant agrees that in the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the Participant against any person or other entity legally responsible for damages for said loss, and in such event the Participant hereby agrees to render all reasonable assistance, other than pecuniary, to effect recovery.

10.07 Limitation of Liability.

Liability of the Trust to any Participant is specifically limited to the payment of benefits payable in accordance with the Health Benefits Plans, the terms of this Agreement and any contracts or agreements entered into by the Trust. Except as contemplated under this Agreement, there shall be no relationship of surety, indemnification or responsibility between Participants for the debts of or claims

against any other Participant. The Trust, Participants and Trustees all hereby disclaim and deny any liability to any individuals for the failure to provide, or the quality of**,** any health care services covered under the Health Benefits Plans in accordance with all applicable federal and state laws and regulations. Participants' liability to the Trust shall be limited to the extent of the financial contributions contemplated under this Agreement and any additional obligations as may come about through amendment hereto, including an obligation to repay any indebtedness as may be incurred by the Trust, its Participants or any entity created for that purpose.

10.08 Arbitration.

a. Where provided in this Agreement, decisions by the Board of Trustees and Executive Committee shall be final and not subject to arbitration or other alternative dispute resolution procedure.

b. All other disputes between a Participant and the Trust arising under this Agreement must be resolved by an arbitration panel or some other alternative dispute resolution entity selected by the Executive Committee in accordance with guidelines and procedures adopted by the Executive Committee

c. As to any and all disputes arising under this Agreement, neither the Trust nor any Participant may file suit in any court of law except to enforce a decision by the Board of Trustees, Executive Committee, arbitration panel or other alternative dispute resolution entity, whichever may apply in a particular matter.

10.09 General Representations of Participants.

a. The Participant is a Local Government Entity with the power to enter into this Agreement and any other documents in connection herewith and the transactions contemplated hereunder and thereunder. The party executing this Agreement on behalf of the Participant has full power and authority to execute the same and any documents executed in connection herewith.

b. This Agreement has been duly and validly executed and is a valid and binding agreement on the Participant under the laws of the Commonwealth of Pennsylvania and the State of Delaware (to the extent a Participant is domiciled in Delaware), enforceable in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally and such principles of equity as any court of competent jurisdiction, in its discretion, may impose with respect to remedies which may require enforcement by a court of equity.

10.10 Severability of Invalid Provisions.

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the remaining parts of this Agreement shall be construed so as to give practical realization to the purposes intended to be achieved by the parties as if such invalid or illegal or unenforceable provision had never been contained herein.

*** THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE PAGE IS ON THE NEXT PAGE.***

IN WITNESS WHEREOF, on behalf of **City of Milford** of the **State of Delaware**, I have caused this Trust Agreement to be executed as of **July 1, 2025.**

By: _____

F. Todd Culotta
Mayor
City of Milford

Witness or Attested By:

_____

Mark Whitfield
City Manager
City of Milford

[FOR TRUST USE ONLY]

IN WITNESS WHEREOF, on behalf of the Delaware Valley Health Trust Board of Trustees, I have executed this Trust Agreement.

By: _____
Angela Benner
Chair
Delaware Valley Health Trust

Witness or Attested By:

_____
Carolyn P. McCreary
Secretary
Delaware Valley Health Trust

ADDENDUM TO THE
DELAWARE VALLEY HEALTH TRUST AGREEMENT

WHEREAS, the City of Milford agrees that as a matter of underwriting necessity it must remain a Participant in the Delaware Valley Health Trust for a period of at least three (3) full years from the effective date of its participation, July 1, 2025.

WHEREFORE, the City of Milford hereby agrees to participate in the Delaware Valley Health Trust for a minimum of three (3) full years after the effective date of its participation in the Trust or until July 1, 2028. The parties therefore agree to amend the Delaware Valley Health Trust Agreement as set forth in this Addendum, with all other terms and conditions of the Trust Agreement remaining in full force and effect.

AGREED:

For the Delaware Valley Health Trust

BY:

_____
Angela Benner
Chair
Board of Trustees

City of Milford, Delaware

BY:

_____
F. Todd Culotta
Mayor

Dated:_____

Liguori & Morris

Attorneys At Law
46 The Green, Dover, Delaware 19901
(302) 678-9900 · Fax (302) 678-3008

GEORGETOWN OFFICE
13 South Front Street
Georgetown, DE 19947

James E. Liguori
Gregory A. Morris
Melissa L. Dill

June 10, 2025

Katrina White, MMC
City Clerk
City of Milford
201 S. Walnut Street
Milford, DE 19963

RE: City of Milford Proposal-Legal Services

Dear Ms. White:

I am very interested in having the opportunity to become the Solicitor for the City of Milford. Our firm has represented the Town of Bethany Beach for the past fourteen (14) years which I have been personally involved since my partner has been the official Solicitor. I have been the Solicitor for the Town of Dagsboro for the past six (6) years, the Town of Bridgeville for two (2) years and the Town of Camden for 1 ½ years. I have represented the Camden Wyoming Sewer Water Authority since 2019. I also represented the Kent County Regional Planning Commission in 2024. Our firm has offered legal representation to the Towns of Milford, Milton, Middletown, Blades, Georgetown, South Bethany and Ocean View for various employment and police matters. I have over 30 years litigation experience in the Delaware Superior Court, Court of Chancery, Court of Common Pleas, Justice of the Peace Courts as well the United States District Court for the District of Delaware. I have also appeared before the Delaware Supreme Court on numerous occasions since I was admitted to the bar in 1991. I have experience in the area of land use law, real estate law, labor law, ordinance drafting, election law as well as City borrowing and bond issues.

I have attached my personal resume for your review as well. Our firm would bill the City of Milford at the hourly rate of $250.00. I would not charge for travel time and would only appear at Council meetings when specifically requested by the Town Council. I will also have assistance from James Liguori, Esq. and Melissa Dill, Esq. from my office to cover meetings or backup if there is some reason I have a conflict with my schedule or a conflict with any issue. I have attached a resume for both of them as well.

Our office has no conflict of interest between the business of the City of Milford and current clients of the firm. Our firm has maintained full malpractice insurance

coverage since 1999. I will provide written confirmation of coverage of $2 million per claim and $4 million annually if the City of Milford retains me as the City Solicitor.

The following individuals have agreed to act as personal references:

1. William Chandler III (Former Chancellor of the Delaware Court of Chancery) Current Mayor of the Town of Dagsboro
2. Clifford Graviet (Former Superintendent of the Delaware State Police) Current Town Manager of the Town of Bethany Beach
3. Thomas Carey-Former President of the Town of Bridgeville
4. Harold Scott- Current Town Manager of the Town of Camden

Our office has not had a cybersecurity breach in the last five (5) years. A full and extensive cybersecurity program has been installed and maintained by the firm's computer consulting company (Bits & Bytes).

I look forward to meeting with you and the Town Council and provide any additional documentation or information you may need to make a proper assessment of my qualifications and the qualifications of this firm.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

Gregory A. Morris

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

THE CITY of Milford DELAWARE

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

TO: Mayor and City Council

FROM: Rob Pierce, AICP – Planning Director

DATE: July 14, 2025

RE: Milford Corporate Center – Exclusive Sale Listing Agreement
NAI Emory Hill Real Estate Services, Inc.

On February 14, 2022, City Council authorized the execution of a Memorandum of Understanding (MOU) with Tsionas Management Company, Inc and NAI Emory Hill Real Estate Services, Inc. for the development of the Milford Corporate Center. Phase I of the MOU included professional assistance with the development of a concept master plan and evaluation of off-site improvements.

On September 9, 2024, City Council authorized the Mayor to sign a Master Development Agreement with TEH, LLC outlining brokerage, marketing and management rights to the Milford Corporate Center. Per section 1.3.2.3 Exclusive Brokerage, TEH, LLC shall be the exclusive broker for the sale and/or lease of all lots which is subject to a separate listing agreement, which is referred to in the document as Exhibit E.

Enclosed is an Exclusive Sale Listing Agreement for City Council's consideration. The agreement would be for an initial twelve (12) month term with the option for an additional twelve (12) months, after which a new listing agreement would need to be executed between the parties. The City would pay a commission of five percent (5%) of the gross sale price for lots within the Milford Corporate Center at the time of settlement. If the transaction is co-brokered, the City would pay a one percent (1%) override commission, for a total commission of six percent (6%), which would be shared equally between the Broker and the co-broker.

Staff recommends City Council authorize the Mayor to execute the Exclusive Sale Listing Agreement with NAI Emory Hill Real Estate Services, Inc for the sale of lots within the Milford Corporate Center.

NAI EMORY HILL REAL ESTATE SERVICES INC.
LICENSED REAL ESTATE BROKER

EXCLUSIVE SALE LISTING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025, between the City of Milford, an incorporated municipality of the State of Delaware (hereinafter called the "Owner"), and NAI Emory Hill Real Estate Services, Inc., (hereinafter called the "Broker").

HEREBY WITNESSETH AS FOLLOWS:

1. Owner hereby appoints Broker as the sole and exclusive Broker for and hereby grants to said Broker the exclusive right to sell the property consisting of approximately 181.77 acres located on Milford-Harrington Highway, Church Hill Road and Canterbury Road, Kent County, Delaware, identified as Kent County Tax Parcel Number(s) MD16-173.01-01-01.00 through 27.00, as depicted in Exhibit A attached hereto, being further described as Milford Corporate Center (hereinafter called the "Property"). Broker is hereby authorized to list said Property upon the following terms:

For Sale @ $225,000, per acre, or such other terms acceptable to Owner

2. This Agency Agreement shall commence on the date hereof and shall be in full force for twelve (12) calendar months thereafter ("Initial Term"). After the Initial Term, this Agency Agreement shall continue for an additional twelve (12) month period unless terminated in writing.

3. Owner agrees to pay Broker a sales commission calculated at five percent (5%) of the gross sale price at time of final settlement. This commission shall be earned for services rendered if, during the term of this Agreement: (a) the Property is sold to a purchaser procured by Broker, Owner, or anyone else; (b) a purchaser who is ready willing and able to purchase the Property at the price and on the terms agreeable to Owner is procured by Broker, Owner, or anyone else; (c) any contract for the sale of the Property is entered into by Owner. If a transaction is co-brokered, Owner shall pay to Broker a one percent (1%) override commission and the total six percent (6%) commission shall be shared equally between Broker and cooperating broker.

4. Commissions shall be payable hereunder at time of settlement.

5. Broker's authority and rights under this Agreement or any extension thereof shall continue after the expiration of this Agreement or any extension thereof, as to any negotiations pending at the time of the expiration of the said Agreement or any extension thereof, and if subsequent to the termination of this Agreement, the said Property or any part thereof covered by this Agreement or any extension thereof is sold or leased to any person or to any corporation with whom Broker, Owner, or any other real estate broker shall have been negotiating during the term of this Agreement or any extension thereof, the commission as set out in Paragraph 3 hereof, shall be paid by Owner to Broker in accordance with the terms as set out in Paragraph 3.

Owner shall pay Broker the commission as set forth in Paragraph 3 hereof in accordance with the terms set out in Paragraph 3 if the Property is leased, placed under agreement of sale, sold, conveyed, or otherwise transferred by Owner within one hundred twenty (120) days after the expiration of this Agreement, or any extension thereof, to anyone whom Broker or Owner has introduced to the Property prior to the expiration of this Agreement, provided Broker has given Owner notice in writing as provided for herein.

A list of all such persons and corporations with whom there are negotiations pending, and/or whom have been introduced to the Property at the time of the termination of this Agreement or any

extension thereof or with whom negotiations were carried on during the term of this Agreement or any extensions thereof shall be supplied by Broker to Owner within thirty (30) days after the termination of this Agreement or any extension thereof.

6. During the term of this Agreement or any extension thereof, Owner shall refer to Broker any and all inquiries received by Owner from any source whatsoever, including any other real estate brokers, with respect to or concerning said Property or an part thereof, together with the name and address of the person or the corporation making such inquiry, as well as any other offers and inquiries received by or directed to Broker, and will uses its best skills and efforts to procure a purchaser or tenant for said Property or any part thereof being offered under this Agreement or any extension thereof.

7. Broker is hereby authorized to place appropriate real estate signs on said Property or any part thereof or adjacent thereto and those shall be the only real estate signs to be displayed thereon by Owner during the term of this Agreement or any extension thereof.

8. Broker shall submit any and all proposals to Owner for Owner's consideration, and the Owner shall have the sole and exclusive right to accept or reject any such proposal as submitted.

9. Owner hereby represents that he possesses a good and marketable title to said Property and/or has the legal right to convey or to lease all or part of the same.

10. Owner may consummate the sale of the Property as part of a so-called like-kind exchange pursuant to §1031 of the Internal Revenue Code of 1986, as amended. All cost for such exchange shall be paid by the purchaser.

11. Owner shall provide a paragraph in any contract referencing the obligations of this Agreement.

12. Owner hereby acknowledges Owner has read and has received a true and exact copy of this Agreement or any extension thereof, and that it contains all of the terms and understandings between Owner and Broker.

13. Owner agrees to disclose to Broker and to prospective purchasers any and all information which Owner has regarding present and future zoning and environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks, in, on, or about the Property. Broker is authorized to disclose any such information to prospective purchasers.

14. Owner represents that it is the Owner of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has an ownership interest in the Property is a foreign person as defined in the Foreign Investment In Real Property Tax Act (commonly known as "FIRPTA").

15. Owner acknowledges that Broker is a regional brokerage firm and that in some cases, it may represent purchasers and tenants. Owner desires that the Property be presented to such persons or entities and consents to the dual representation created thereby. Broker shall not disclose the confidential information of one principal to the other.

16. Any notice or other communication required, or permitted to be given hereunder shall be in writing and shall be given by personal service, or by mailing the same by United States registered or certified mail, return receipt requested, first class postage prepaid:

To Broker: NAI Emory Hill Real Estate Services, Inc.
10 Corporate Circle, Suite 100
New Castle, Delaware 19720
Attn: M. Neil Kilian, SIOR, CCIM

To Owner: City of Milford
201 S Walnut Street
Milford, DE 19963
Attn: City Manager

or to such other address which may be designated by the parties hereto, in the manner hereinabove stated.

17. This Agreement shall be governed, and construed in accordance with the laws of the State of Delaware.

18. NAI Emory Hill Real Estate Services, Inc. agrees to provide Owner with a monthly Activity Report in a form acceptable to Owner.

19. Owner is hereby notified and understands that all payments on account of any transaction or transactions under this Agreement or any extension thereof shall be retained in escrow by Broker for the benefit of the parties to the transaction or transactions in accordance with the Real Estate Licensing Laws of the State of Delaware.

20. Broker, and any agent working with Broker, is representing Owner's interests, his fiduciary responsibilities are to the Owner, but he is obligated to treat all parties fairly. Broker, and any agent working with Broker, without breaching the fiduciary responsibilities to Owner may, among other services, provide a prospective purchaser with information about the transaction. Broker, and any agent working with the Broker, also has the duty to respond accurately and honestly to a prospective purchaser's questions and disclose material facts about the purchaser's transaction, submit promptly all offers through proper procedures, and serve without unlawful discrimination. The parties acknowledge that they have certain rights and responsibilities under Delaware agency law (Title 24 of the Delaware Code, Chapter 29) and may consult with their legal counsel.

21. Advertising. Upon completion of the sale or lease of the Property, Broker may advertise or issue a press release or other public announcement regarding the transaction, in form and content reasonably acceptable to Owner. Owner hereby grants consent to the use of a "tombstone" type ad and Broker's internal newsletters and publications.

22. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Exclusive Sales Agency Agreement shall be binding upon either party unless reduced to writing and signed by the Broker and Owner.

23. When used herein, the singular shall apply to the plural, the plural the singular, and the use of any gender shall apply to all genders.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written:

WITNESS:

Broker: NAI Emory Hill Real Estate Services, Inc.

_____

By:_____(SEAL)
Signature

Print Name: Carmen J. Facciolo, Jr.

Owner: City of Milford

_____

Attest/City Clerk

_____(SEAL)

By: Mayor F. Todd Culotta

Sworn to and subscribed before me this ____ day of _____, 2025.

_____

Notary Public

_____

Date Commission Expires

Exhibit A – Property



Exhibit A – Cont'd.

Lot #	Acreage
Lot 1	5.4259
Lot 2	7.0127
Lot 3	8.0339
Lot 4	7.724
Lot 5	8.9589
Lot 6	8.1169
Lot 7	4.5379
Lot 8	4.6488
Lot 9	4.5379
Lot 10	4.6123
Lot 11	4.6488
Lot 12	4.6424
Lot 13	6.8902
Lot 14	6.8337
Lot 15	8.431
Lot 16	6.9203
Lot 17	6.8337
Lot 18	2.7825
Lot 19	3.1512
Lot 20	3.1738
Lot 21	3.1738
Lot 22	3.1738
Lot 23	4.542
Lot 24	4.3181
Lot 25	4.2693
Lot 26	3.5403
Lot 27	6.1376

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

THE CITY of Milford DELAWARE

DIRECTOR WILLIS L. SHAFER
O 302.422.1110, EXT 1173
Cell: 252-267-0461
wshafer@milford-de.gov

TO: City Council and Mayor
Thru: Mark Whitfield, City Manager
FROM: Willis Shafer, Public Works Director
DATE: July 7, 2025
RE: Public Works Upgrades, Electric Pole Building Design, Bid and Construction Administration

Background: The public works facility has numerous enclosed buildings to store materials and equipment for the fleet, refuse, sewer, streets and water operations, but there is no building to protect the electric divisions wire, cable transformers and utility trailers, which value over 1 million dollars in inventory. Exposure to the elements (UV, rain, wind-blown debris) causes wire reel spool deterioration and makes the spool unusable for staff and will reduce the life of equipment and materials. The pole building will be an investment to protect and prolong the life of the City's electric equipment and materials. The photo is the current storage laydown facility.



The City Council approved the design and construction of the electric pole building in the FY26 CIP budget. The first phase of this project will be to design and bid the structure this fall with construction to begin in the spring of 2026. The design of the electric pole building will match the same architectural style as the other building throughout the public works facility.

Recommendation: Staff recommend the City Council authorize the mayor to sign the electric pole barn proposal in the amount of $66,500, which will include the civil design phase, architectural/structural design phase, bid procurement service and construction administration.

THE CITY of Milford DELAWARE

Public Works Department
FY 2026 through FY 2030

Public Works Expansion / City Office Efficiency — 4PW01

Division:	Facilities
Department:	Public Works Department
Fund:	Internal Service Fund
Location:	Public Works Facility
Priority	3 - Medium High
Strategic Plan:	Fiscal/Economic Health & Development
Description & Justification:	Existing Project, with Revised Scope The Public Works Improvements include the following: - Construct pole building to house electric division supplies & equipment FY26 Cost estimate $675,000 -Front Office entrance at Public Works enhancement FY26 Cost estimate $75,000 -Landscaping around exterior of Public Works building FY 27 Cost estimate $17,000 -Fleet bay expansion FY28 Cost estimate-$100,000 Property yard paving estimate -$100,000

Funding Sources	Prior Authorized	Actual Funds Utilized	Estimated Expenditures	Estimated Authorized Balance	2026	2027	2028	2029	2030	Total 5-Year CIP	Total Project Cost
Capital Reserves (Electric)	$0	$0	$0	$0	$710,000	$0	$0	$0	$0	$710,000	$710,000
Capital Reserves (Sewer)	$0	$0	$0	$0	$20,000	$0	$0	$0	$0	$20,000	$20,000
Capital Reserves (Utility Fund)	$150,000	$10,926	$5,074	$134,000	$0	$17,000	$100,000	$100,000	$0	$217,000	$367,000
Capital Reserves (Water)	$0	$0	$0	$0	$20,000	$0	$0	$0	$0	$20,000	$20,000
Total	**$150,000**	**$10,926**	**$5,074**	**$134,000**	**$750,000**	**$17,000**	**$100,000**	**$100,000**	**$0**	**$967,000**	**$1,117,000**

DAVIS BOWEN & FRIEDEL, INC.

ARCHITECTS ENGINEERS SURVEYORS

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

December 9, 2024

City of Milford Public Works
180 Vickers Drive
Milford, Delaware 19963

Attn: Willis Shafer, Public Works Director

RE: Proposal for Professional Engineering Services
Electric Pole Barn at Public Works Building
DBF # P0052A24.037

Dear Willis:

Davis, Bowen & Friedel, Inc., (DBF) is pleased to submit this proposal for providing Design and Bidding Phase services for the construction of a new electric pole barn to be located at the Public Works Facility. The intent of the building is to look similar (architecturally) as the other buildings, allow for storage of materials currently located outside and allow vehicles to drive through the facility.

A description of our proposed scope of services and associated fees are as follows:

A. CIVIL DESIGN PHASE SERVICES

DBF will perform a location and topographical survey of the area for the new building. We will use the survey to prepare a set of construction documents for the new building meeting the requirements of the city, Office of State Fire Marshal, and the Conservation District. The construction documents will include a site plan, detailed grading, and necessary details for the construction of the project. Based upon preliminary discussions it appears that additional stormwater management may not be needed, and the plan may be approved as a standard plan. Additionally, our office will review drainage patterns and help develop some additional mitigation for the complex and assist with preparing a logistics plan for use by the warehouse manager. Upon completion of the project, we will submit the documents to the previously referenced agencies for review and approval.

Lump Sum Fee: $39,500.00

B. ARCHITECTURAL / STRUCTURAL DESIGN PHASE SERVICES

DBF will complete a design for an approximately 10,500 square foot building with a clear height of 20 feet to be used for storage. The design will meet the current IBC, and utilities will include

electric for lighting. The construction documents will be prepared and submitted to the Office of State Fire Marshal for review and approval.

Lump Sum Fee: $14,500.00

C. BID PROCUREMENT SERVICES

After receiving Agency and City approval, we will assist the City in publicly soliciting bids, produce and distribute contract documents, schedule and oversee a pre-bid meeting and site visit for the contract. We will also answer contractor questions during the advertisement period, issue addenda as required, attend the bid opening, review bids received, prepare a bid tabulation, and recommend approval of the lowest, responsible, responsive bidder to the Mayor and Council for award of the construction contract. DBF will assist and arrange for public advertisements in newspapers of the City's choice, but all advertising fees will be the responsibility of the City.

Lump Sum Fee: $4,500.00

D. CONSTRUCTION ADMINISTRATION

After the award of the project, our office will assist during the construction of the pole barn building. The scope of work includes pre-construction meeting and minutes, progress meetings (as necessary), submittal review, responding to requests for information, and close-out.

Lump Sum Fee: $4,500.00

E. GRANT APPLICATIONS / FUNDING SOURCES

Our office will assist the City with grant applications and other funding sources to assist with offsetting the costs of design and/or construction.

Estimated Fee: $3,500.00

F. EXCLUDED SERVICES

Excluded from our above scope of services is work associated with the following services. If required, this work can be performed on a unit price basis or under a separate proposal.

- Construction Inspection Services
- Wetlands Delineation and Permitting
- Archaeological Surveys and Permitting
- Detailed Erosion and Sediment Control Plan
- Phase 1 or 2 Environmental Assessments or Permitting
- Geo-Technical Investigation
- Construction Survey Services
- Application and Permit Fees
- Financial Administration Services

- Reimbursable Expenses

We propose to complete the proposed scope of services as described above for the associated fees. Billing of lump sum fees will be based upon percentage of work completed during the previous month.

Additional services and direct or reimbursable expenses will be provided on an hourly basis and invoiced for work completed during the previous month in accordance with the enclosed Schedule of Rates No. 50 and the attached General Terms and Conditions document.

Should you find this proposal acceptable, please execute below and return one (1) copy to me at rwl@dbfinc.com, and retain one (1) copy for your files. Receipt of the signed copy will be considered our authorization to proceed.

On behalf of Davis, Bowen & Friedel, Inc., we are fully committed to providing a product that will meet or exceed your expectations. We look forward to completing this project with you and appreciate the opportunity to be of continued service to the City of Milford. Should you have any questions, comments, concerns, or would like to discuss this further please give me a call at your convenience.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.

Ring W. Lardner, P.E.
Principal

Enclosure

ACCEPTED BY:

_____

Signature Date

_____

Printed Name

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES
SCHEDULE NO. 50
Effective January 1, 2024

CLASSIFICATION	HOURLY RATE
Principal	$230.00
Senior Architect, Sr. Landscape Architect, Sr. Engineer, Sr. Surveyor	$195.00
Architect, Landscape Architect, Engineer, Surveyor	$155.00
Senior Manager: Architecture, Landscape Architecture, Engineering, Surveying	$160.00
Manager: Architecture, Landscape Architecture, Engineering, Surveying	$140.00
Senior Environmental Specialist	$160.00
Environmental Specialist	$130.00
Construction Administrator	$145.00
Senior Designer	$150.00
Designer	$130.00
GIS Specialist	$140.00
Computer Graphics Designer	$115.00
CAD I	$115.00
CAD II	$100.00
1 Person Survey Crew	$150.00
2 Person Survey Crew	$190.00
3 Person Survey Crew & UAV Crew (Excluding Equipment Charge)	$230.00
Resident Project Representative	$110.00
Computer Administrator	$110.00
Administrative Support	$90.00
Travel	$0.655/mile
Direct Expense	Cost + 10%
UAV Equipment Charge	$100/mission
Prints (In-house Reproduction)	$3.50/sheet
Overtime	(1.5xHourly Rate)
24x36 Mounted Prints	$90 (First Board)/ $40 (Additional Boards from the Same Order)

GENERAL TERMS AND CONDITIONS

1. These General Terms and Conditions are an integral part of the Proposal dated 12/9/2024 ("Proposal") between Davis, Bowen & Friedel, Inc. ("DBF") and City of Milford, Delaware ("CLIENT") (collectively, the "Parties"; individually, a "Party").

2. The Proposal shall be valid for thirty (30) calendar days from its date. Upon execution by CLIENT, the Proposal, including these General Terms and Conditions, shall comprise the Parties' Agreement for DBF's services (collectively, the "Agreement").

3. CLIENT Warranties and Understandings.

    a. The CLIENT warrants that DBF will be able to proceed with the project outlined in the Proposal (the "Project") without reasonable or agreed upon delays or interruption.

    b. If CLIENT requests additional services outside the scope of services described in the Agreement, the method of compensation to accomplish the additional services shall either be agreed to in writing prior to DBF undertaking the additional services or, otherwise, DBF shall be compensated at its then prevailing schedule of rates ("DBF's Rate Schedule").

    c. When the Project involves concept and/or process development, undefined or unanticipated factors or circumstances often arise that can change the direction of the Project and the scope or nature of DBF's anticipated services. DBF will inform the CLIENT promptly if it becomes aware of such factors or circumstances. Upon receipt of such notice, CLIENT will negotiate in good faith for a change in Project scope and DBF's compensation.

    d. If any mark-outs or staking are destroyed by an act of nature or any person other than DBF, they shall be re-marked or re-staked as an extra cost and compensated in the manner provided in the Proposal or, if not specified, according to DBF's Rate Schedule.

    e. After final acceptance of any of DBF's plans by the CLIENT and /or the appropriate public agencies, DBF shall not be required to make additional changes thereto unless the method of compensation to accomplish said change(s) shall be agreed to in writing by CLIENT or, in the absence of express agreement, DBF shall be compensated for such additional work according to DBF's Rate Schedule.

    f. Hazardous Materials and/or Asbestos

        i. CLIENT represents and warrants that it has provided DBF with any and all information known to CLIENT with respect to the existence or suspected existence at, on, or under the Project site (the "Site") of any hazardous substances and/or asbestos as such hazardous substances are defined in the Federal Comprehensive Environment Response, Compensation and Liability Act of 1980, the Resource

Conservation and Recovery Act of 1976 or under any laws of similar import now or hereafter existing.

ii. If potentially hazardous materials including asbestos are encountered during the course of services, DBF shall have the right to suspend its services immediately and the right, by written notice to CLIENT, to terminate the services described in the Agreement, unless DBF and CLIENT within ten (10) days of the DBF'S notice of intent to terminate, mutually agree to amend the Agreement by (for example) revising DBF's scope of services, adjustment of budget estimates, revising the General Terms and Conditions, and/or revised compensation to DBF. CLIENT shall at all times retain responsibility for the disposal or remediation of all contaminated materials which may be discovered or generated during the course of the work; and CLIENT will indemnify and hold harmless DBF and its employees and subconsultants from any claims for damages arising from the presence of potentially contaminated, hazardous, or toxic materials at the Site.

g. Client, for its own benefit may, from time to time, on its own retain others to perform certain tests, inspections and analyses or other information and materials for use by DBF ("client data"). DBF may reply and is expected to rely on such client data without the need for independent evaluation and/or verification. Client agrees to indemnify, defend and hold DBF harmless from any and all losses, damages and claims of any nature which may in any way arise out of or in connection with the use by DBF of the client data and other information issued and/or prepared by Client or others and furnished to DBF in connection with this project. Correction of work or services due to inaccurate Client provided information will be billed as an additional service.

h. In the event Client or Client's personnel, contractors, or subcontractors become aware that a suspected error or omission by DBF has been discovered, or that a change in the conditions reported by DBF is suspected, DBF shall receive prompt written notice of such suspected error, omission, or change in order that DBF may have the opportunity to take prompt, effective measures which in DBF's opinion will minimize the consequences of a defect in service. Failure to provide prompt notice or to provide DBF with the opportunity to remedy the situation shall relieve DBF of any further liability.

4. Construction Cost

a. The estimated construction cost of the Project (herein referred to as "Construction Cost") means the cost to CLIENT of those specific portions of the entire Project designed and specified by DBF, but shall not include DBF's compensation and expenses, the cost of the Site, rights-of-way, or compensation for, or damages to, properties unless this Agreement so specifies. Neither shall Construction Cost include CLIENT'S legal, accounting, insurance, business counseling, auditing services, interest and financing charges or any other "soft costs" incurred by CLIENT in connection with the Project, or the cost of any other services provided to CLIENT by others.

b. Since DBF cannot control changes in the cost of labor, materials, equipment or services furnished by others, or over contractor(s)' methods of determining their prices, or over competitive bidding or market conditions, any estimates of Construction Cost prepared by DBF, while offered on the basis of DBF's professional experience and qualifications are not to be considered guarantees of actual construction cost; DBF cannot and does not warrant that proposals, bids or actual construction costs will not vary significantly from Construction Cost estimates prepared by DBF. If prior to the bidding or negotiating phase of a Project, CLIENT requires greater assurance as to actual construction cost, CLIENT agrees to employ a specialist in construction cost estimating.

5. Construction Safety Standards

a. With regard to any contractor working at the Site (a "Contractor"), DBF shall not be responsible for such Contractor's construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's work; nor for such Contractor's plans, specifications, and contracts, or the safety and integrity of any such Contractor's or third person's work, or the acts or omissions of any Contractor or third person, or their respective agents or employees.

6. Projects Involving Surveying

a. The Client will provide DBF unrestricted access to the site and notification to parties now in possession.

b. The Client, its representatives and consultants will provide access to all relevant existing data concerning the project, including prior surveys, easements and agreements. DBF assumes no responsibility for errors and/or omissions that may exist in the data or related design plans.

c. The Client will provide a complete Report of Title from which this survey will be based. The Report of Title will contain complete copies of all deeds, plans, surveys, easements, agreements and other referenced materials that may burden or benefit the property.

d. The current zoning for the site will be reviewed and illustrated on the survey.

e. Only plans of record and the most recent deed of record for the subject property and the adjoining properties and information provided by the Client will be reviewed. No other record documents will be reviewed for agreements, easements or other factors that may benefit or burden the title to the property.

f. Boundary Retracement Surveys: If this Agreement, within the scope of services, contains provisions in which DBF is to provide Survey services, the following assumption applies: the materials required to complete this survey (i.e., deeds, prior surveys, record plans, or physical evidence) are available and generally error and conflict free and meet the standard of care currently practiced in the Northeastern and Mid-Atlantic areas of the United States. Under this assumption, most Boundary Retracement Surveys can be completed

within reasonable time frames and efficiencies. However, in a small percentage of surveys, errors, conflicts and deficiencies with the record information and physical evidence may cause significant problems in resolving the boundary. It is not possible to discover those problems until well into the analytical and decision-making process. When such problems are discovered, the assumption stated above is no longer deemed valid. DBF, therefore, reserves the right to revise the original scope of service defined herein. The Client will be advised and authorizations to proceed with additional services must be acquired before DBF can complete its services.

7. Reuse of Instruments

a. All documents including drawings, data and specifications prepared or furnished by DBF (and DBF's independent subconsultants) (collectively, "Instruments") pursuant to this Agreement are Instruments of service in respect of the Project and DBF shall retain full ownership and proprietary interests therein (including the right to reuse Instruments at the discretion of the DBF) whether or not the Project is completed.

b. The only Instruments prepared by DBF that CLIENT shall be entitled to rely upon are printed, signed and/or sealed copies, including signed and/or sealed electronic copies (hereinafter, "Hard Copies") that are delivered by DBF to CLIENT or its agents as final. Files in computer-aided design program formats (such as AutoCAD, Revit, etc.) or similar formats that are furnished to CLIENT by DBF are furnished solely for convenience of CLIENT and do not substitute for Hard Copies; and any conclusion or information obtained or derived by anyone from such electronic files will be at the CLIENT's sole risk. If there is any discrepancy between such electronic files and the Hard Copies, the Hard Copies shall govern.

c. Because data delivered or transferred by DBF in electronic media format can deteriorate or be modified (inadvertently or otherwise) without authorization of DBF, CLIENT shall evaluate or perform acceptance tests or procedures on such data within thirty (30) days of receipt, after which CLIENT and any recipients receiving same from CLIENT shall be deemed to have accepted that data. Any errors detected by CLIENT and reported to DBF within the 30-day acceptance period will be corrected at no charge by DBF. DBF shall not be responsible for maintaining or archiving documents stored in electronic media format after their acceptance by CLIENT.

d. When transferring documents in electronic media format, DBF makes no representations or warranties as to long term compatibility, usability, or readability of such documents, which may be unread, misread, corrupted, or modified by software application packages, operating systems, or computer hardware differing from those used by DBF at the beginning of this Project.

e. CLIENT may make and retain copies of DBF's Instruments for record retention purposes and/or in connection with use and occupancy on the Project by CLIENT and others. CLIENT shall not be authorized to use, or to permit others to use, such Instruments for any other project or for any purpose unrelated to the Project. Such Instruments are not intended

or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by DBF, as appropriate for the specific purpose intended, shall be at CLIENT'S sole risk and without any liability or expense to DBF and its professional subconsultants. DBF reserves the right to claim additional compensation for any unauthorized use or reuse of its Instruments, whether modified for the new application or not. CLIENT shall indemnify and hold harmless DBF and its professional subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from unauthorized use of the Instruments.

f. Any request made by CLIENT for verification or adaptation of the Instruments for extensions of the Project or for any other project shall entitle DBF to additional compensation at rates to be agreed upon by CLIENT and DBF or, in the absence of express agreement, according to DBF's Rate Schedule applicable at the time of the request.

8. Financial Matters.

a. The CLIENT shall pay DBF monthly as the services progress based upon invoices issued by DBF. CLIENT shall remit full payment within Thirty (30) days of the invoice date. Overdue accounts are subject to a service charge of the lower of the maximum amount permitted by law or One and One-Half Percent (1.5%) per month (18% per annum) from the date of invoicing on the unpaid balance.

b. Invoices shall be deemed correct and appropriate as rendered if not questioned by CLIENT in writing within Fourteen (14) days of the date of the invoice. CLIENT agrees to pay DBF, as its then prevailing rates, or for any clarifications and/or justification on invoices which are questioned beyond said 14 days.

c. Failure to pay any invoice when due shall entitle DBF to immediately suspend all services on the Project; and, if a delinquency in payment of an undisputed invoice is not cured within Ten (10) days after written notice from DBF, DBF may, at its option, terminate services under the Agreement. In the event of such suspension or termination, CLIENT waives all rights, claims, damages etc. against DBF related to such suspension or termination.

d. Should DBF engage counsel to seek collection of any delinquent invoice(s), and/or to bring any action or proceeding at law or in equity to enforce payment of such invoice(s), together with any accrued service charges, DBF shall be entitled to claim and collect its reasonable attorney's fees plus service charges, interest, and all litigation and collection expenses, including witness fees, court costs, and also including the cost of DBF's personnel whose time is expended in pursuing collection efforts charged at DBF's Rate Schedule.

e. Notwithstanding any provision contained in this Agreement or the contract documents for the Project, in the event that any payment to DBF is not made as when provided for by the Agreement, DBF may (in addition to all other remedies available at law) file a mechanics lien against the Project in accordance with the procedures of State Law. If the Project is in the State of Delaware, CLIENT specifically waives the provision of 25 Del. C. §2703

(Mechanics' Lien Law of Delaware) entitled "Contract Requirements to Obtain Lien Based Solely on Improvement to Land," and CLIENT shall not avail itself of any legal defense based on said statutory provision.

f. Payment to DBF shall not be in any way contingent upon CLIENT receiving payment, loans, or other monies from any other person or source.

g. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments shall be effective within 30 days after written notification to the CLIENT.

9. Reimbursement of Legal Expenses Defending Client Action

a. In the event the CLIENT institutes legal action of any kind (lawsuit, arbitration, etc., or counterclaim or crossclaim in any of the foregoing) against DBF because of any failure or alleged failure to perform, error, omission, or negligence, and if such legal action is not successfully prosecuted, is dismissed, and/or if the decision on such action is rendered for DBF, CLIENT agrees to pay DBF any and all costs of defense, including attorney's fees, expert witnesses fees, court costs, and the cost of any DBF employees whose time is spent in defending the action based on DBF's Rate Schedule, and any and all other expenses of defense immediately following such a dismissal or disposition in favor of DBF.

10. Omission. If CLIENT fails to include a necessary item or service in its construction budget due to an omission by DBF, CLIENT'S sole remedy shall be to request credit for the increase in cost of such item or service directly resulting from its delayed inclusion in CLIENT's budget.

11. Termination

a. The obligation to provide further services under this Agreement may be terminated by either Party upon Thirty (30) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating Party.

b. In the event of termination by CLIENT for convenience or for any reason not the fault of DBF, DBF shall be paid per DBF's Rate Schedule for services performed to termination date, including reimbursable expenses then due and all termination expenses, termination expenses being computed as Ten Percent (10%) of all fees earned by DBF up to the date of termination. The Parties agree that such termination expenses represent a fair estimate of DBF's actual damages resulting from such termination, and agree, for their mutual convenience, and in lieu of DBF claiming any actual damages, that they are properly considered liquidated damages and not a penalty.

12. Insurance

a. DBF shall procure and maintain insurance with commercially reasonable coverage limits for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all

employees or of any person other than such employees, and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom.

13. Severability

a. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any provisions, terms, condition, or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other party.

14. Successors and Assigns.

a. This Agreement shall inure to, and be binding upon the Parties' respective successors, legal representatives and assigns.

b. Neither Party shall assign nor transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph (or in any other provision of this Agreement) shall prevent DBF from employing such independent subconsultants as DBF may deem appropriate to assist in the performance of services hereunder.

c. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and DBF, and all duties and responsibilities undertaken pursuant to this Agreement shall be deemed to be for the sole and exclusive benefit of CLIENT and DBF and not for the benefit of any third party.

15. Extent of Agreement

a. This Agreement, including DBF's Proposal, Rate Schedule and any attachments to any of the same, represent the entire and integrated Agreement between the CLIENT and DBF, and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and DBF.

16. Resolution of Disputes

a. This Agreement shall be governed by and construed in accordance with the laws of the State where the services are to be rendered and, if the services cover more than one State, the laws of Maryland shall apply exclusively, without regard to any applicable conflicts of law principles. Regardless of which State's law is applicable, all claims, counterclaims, disputes and other matters in question between the parties hereto, arising out of or relating to this Agreement or the breach thereof, will be decided by litigation in the Circuit Court for Wicomico County, Maryland, which is the agreed venue for such litigation; and the

Parties hereto waive all rights to a jury trial in said Court, to federal diversity jurisdiction, and to any right of removal to federal court.

b. The Client shall make no claim (whether directly or in the form of a third party claim) against DBF unless the Client shall have first provided DBF with a written certification executed by an individual licensed in the requisite discipline and State wherein the project site is located, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a designer performing professional services under similar circumstances. Such certificate shall be provided to DBF thirty (30) days prior to the presentation of any such claim.

17. Limitations of Professional Liability

A. GENERAL - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE DBF, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE AGGREGATE LIABILITY OF DBF (INCLUDING DBF'S PRINCIPALS EMPLOYEES, AND SUBCONSULTANTS) TO THE CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE ARISING FROM THE PROJECT OR THIS AGREEMENT, TO THE TOTAL FEES PAID TO DBF FOR THE PROJECT, OR THE AMOUNT OF $20,000.00, WHICHEVER IS LESS. SUCH CLAIMS OR CAUSES INCLUDE, BUT ARE NOT LIMITED TO, NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT AND/OR WARRANTY, AND; THE EMPLOYEES OR AGENTS OF DBF SHALL NOT HAVE ANY INDIVIDUAL PROFESSIONAL LIABILITY TO THE CLIENT IN ADDITION TO, OR IN EXCESS OF, DBF'S LIABILITY UNDER THESE CONTRACT TERMS AND CONDITIONS.

b. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY OR ANY OF EITHER PARTY'S AFFILIATES OR SUBCONSULTANTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR COST OF REPLACEMENT SERVICES.

c. THE REMEDIES AND LIMITATIONS SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER REMEDIES AVAILABLE TO CLIENT AND CONSTITUTE CLIENT'S EXCLUSIVE REMEDIES AGAINST DBF REGARDLESS OF WHETHER CLIENT'S CLAIM OR CLAIMS ARISE FROM THE NEGLIGENCE OF DBF, OR FROM BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT OR ABSOLUTE LIABILITY OR ANY OTHER ACT, ERROR OR OMISSION OR CAUSE OF ACTION WHATSOEVER OR ANY COMBINATION OF THE FOREGOING.

d. It is agreed that if the professional services of DBF do not extend or include observation of the construction progress or performance of the Work, the Client will defend, indemnify and hold harmless DBF from any claim or suit whatsoever. Such claims shall include, but not limited to payments, expenses, or costs involved, arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. DBF agrees to be responsible for its own negligent acts, errors or omissions, as limited above.

e. Standard of Care. DBF will perform its services in accordance with generally accepted practices of consulting firms undertaking similar services, and in performing such services, DBF will observe that degree of care and skill as is generally exercised by members of such professionals in the same locale acting under similar circumstances and conditions. Neither DBF nor any of its principals or employees make any implied or express warranties with regard to any of the services to be provided hereunder and nothing herein should be construed as such. DBF disclaims any and all warranties, expressed or implied, of merchantability, fitness for a particular purpose, or otherwise.

f. DBF shall not be responsible for any damage or consequences arising from interpretation or misinterpretation of DBF's documents during construction by any person including CLIENT, a contractor, architect, or other design professional, when DBF is not involved in that interpretation.

g. On occasions when the CLIENT contracts directly with DBF, and also directly with additional consultants on the same Project, DBF shall be held harmless from any claims made and any judgments rendered against such other consultants. DBF shall not be responsible for the performance of any other consultants retained by the CLIENT to perform services on any Project. Legal expenses incurred by DBF defending its rights under this paragraph shall be reimbursable in accordance with paragraph 8 above.

h. DBF will take reasonable precautions to identify underground structures, including contacting "Miss Utility" when subsurface work in developed areas is planned, and, in some cases, engaging public or private location services. DBF shall have no liability for damages to underground structures that could not be readily located prior to initiation of Client's work.

18. Privity of Contract

a. CLIENT also agrees that any contract by the CLIENT with any contractor for work on the Project shall include language specifically stating that: "Contractor's sole basis for claim under this contract shall be breach of contract against the CLIENT, regardless of whether such claim is based on any alleged error or omission of Davis, Bowen & Friedel, Inc. and/or any of its subconsultants. Contractor also agrees to cause such a clause as this to be placed in all its agreements with any subcontractors for the Project."

19. Miscellaneous.

a. 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 CLIENT by DBF for Project services performed. In no event shall CLIENT be permitted to make any claim against DBF or any party, including third parties not in privity with this Agreement, after Three (3) years from the date of substantial completion of the Project, or the date of the last payment from Client to DBF 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.

b. Delay. Neither DBF nor any of its principals, employees or subconsultants shall be liable for any delay in performing services under this Agreement caused by circumstance beyond DBF's reasonable control, including but not limited to delay attributable to labor disputes, government action, epidemic, war, riot, civil disturbance, sabotage, terrorist act, supply chain issues, any *force majeure*, substantial modification of the scope of DBFs services, or any other cause beyond DBF'S control.

The Parties, by their authorized representatives signing below, as of the date(s) written next to their signatures, accept and agree to the provisions of this Agreement.

CLIENT: City of Milford, Delaware

_____
Date

By:_____(SEAL)

_____
(name & title printed)

DAVIS, BOWEN & FRIEDEL, INC.

December 9, 2024
Date

By:_____(SEAL)
Ring W. Lardner, President

https://d.docs.live.net/9fe0885fecb4423e/Proposed Terms and Conditions. JCS Rev 12.13.2023.docx

OFFICE OF THE CHIEF OF POLICE
CECILIA E. ASHE
cecilia.ashe@cj.state.de.us

THE CITY of Milford DELAWARE

401 NE Front Street
Milford Delaware 19963
302.422.8081 Fax 302.424.2330

MEMORANDUM

DATE: July 10, 2025

TO: Mayor & City Council

FROM: Chief Cecilia E. Ashe

RE: Purchase of Police Department Replacement Vehicles

The Police Department is in the process of purchasing and equipping four replacement vehicles that were approved in the FY26 Budget. These four replacement vehicles will replace four of the oldest vehicles within our fleet, which all have over 100,000 miles. At this time, vehicles have been sourced and are ready for purchase from Hertrich of Milford.

This request is to proceed with the purchase and equipment of these four replacement vehicles with funding approved in the FY26 Capital Vehicle Replacement Fund.

Hertrich Fleet Services, Inc.

Milford PD

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10706	2024 Chevrolet Tahoe 4WD 4dr Commercial	$53,450.00

COLORS

CODE	DESCRIPTION
GBA	Black

OPTIONS

CODE	DESCRIPTION	MSRP
___	Seat belts, 3-point, all seating positions	Inc.
___	Capless Fuel Fill	Inc.
___	Protected idle	Inc.
___	Instrumentation, analog	Inc.
___	Exterior ornamentation delete	Inc.
___	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.
___	Power supply, 50-amp, power supply, auxiliary battery	Inc.
___	Theft-deterrent system, vehicle, PASS-Key III	Inc.
1FL	Commercial Preferred Equipment Group	$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
6C7	Lighting, red and white front auxiliary dome	$170.00
6J3	Wiring, grille lamps and siren speakers	$92.00
6J4	Wiring, horn and siren circuit	$55.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
7X3	Spotlamp, left-hand	$800.00
9C1	Identifier for Police Package Vehicle	$0.00
AMF	Remote Keyless Entry Package	$75.00
ATD	Seat delete, third row passenger	Inc.

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Data Version: 24922. Data Updated: Mar 10, 2025 6:41:00 PM PDT.

See Pg 3

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

OPTIONS

CODE	DESCRIPTION	MSRP
AX2	Key, unique	Inc.
AZ3	Seats, front 40/20/40 split-bench	$0.00
BCV	Lock control, driver side auto door lock disable	Inc.
C6G	GVWR, 7600 lbs. (3447 kg)	Inc.
GBA	Black	$0.00
GU5	Rear axle, 3.23 ratio	$0.00
H1T	Jet Black, Cloth seat trim	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen	$0.00
J55	Brake system, heavy duty	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.
KX4	Alternator, 250 amps	Inc.
L84	Engine, 5.3L EcoTec3 V8	$0.00
MHU	Transmission, 10-speed automatic	Inc.
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	$0.00
PQA	1FL Safety Package	$395.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.
RC1	Skid plate, front	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.
UE4	Following Distance Indicator	Inc.
UEU	Forward Collision Alert	Inc.
UHX	Lane Keep Assist	Inc.
UHY	Automatic Emergency Braking	Inc.
UKJ	Front Pedestrian Braking	Inc.
UN9	Radio Suppression Package, with ground straps	$95.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.

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Data Version: 24922. Data Updated: Mar 10, 2025 6:41:00 PM PDT.

Hertrich Fleet Services, Inc.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

OPTIONS

CODE	DESCRIPTION	MSRP
V03	Cooling system, extra capacity	Inc.
V53	Luggage rack side rails, delete	Inc.
V76	Recovery hooks, 2 front, frame-mounted, Black	$50.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	$0.00
VXT	Incomplete vehicle	Inc.
VZ2	Speedometer calibration	Inc.
WUA	Fascia, front high-approach angle	Inc.
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.
Z56	Suspension Package, heavy-duty, police-rated.	Inc.
	Options Total	**$1,732.00**

Price Summary

PRICE SUMMARY

		MSRP
Base Price	Pricing per DE State Contract GSS23014	$53,450.00
Total Options		$1,732.00
Vehicle Subtotal		$55,182.00
Destination Charge		$1,995.00
Grand Total		**$57,177.00**

$57,177
- 572 Contract
- 5000 Additional Discount
$51,605

Price for 3 = $154,815

Anna E Hertrich

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Hertrich Fleet Services, Inc

(3) 2024 Chevy Tahoe's -PATROL

Quote #065658 v1

Prepared by:

DE - Camden

James Mundie
49 Brenda Lane
Unit E
Camden, DE 19934

P: 609.301.6594
E: jmundie@itsg.us.com

Bill to:

City of Milford Police Department

Davide Wells
400 NE Front St
Milford, DE 19963

P: +13024228081
E: david.wells@cj.state.de.us

Ship to:

City of Milford Police Department

Davide Wells
400 NE Front St
Milford, DE 19963

P: +13024228081
E: david.wells@cj.state.de.us

Date Issued:

03.12.2025

Expires:

07.01.2025

Contract #:

LIGHTS/SIREN		Price	Qty	Ext. Price
ALGT53J-P1LC	**Fed Sig - ALGT53J, OVERHEAD LIGHTBAR**	$1,550.00	3	$4,650.00
HKB-TAH21-HP	**Fed Sig - KIT,HOOK,PURSUIT,CHEVY TAHOE,**	$0.00	3	$0.00
PF200	**Fed Sig - PATHFINDER,100/200W,SELF-CONT**	$915.00	3	$2,745.00
ES100C	**Fed Sig - SPKR,EMERG, 100W,PLASTIC,**	$0.00	3	$0.00
ESBL2-TAH21ND	**Fed Sig - BRKT KIT,DUAL,ES100C W LTS**	$0.00	3	$0.00
OBDCABLE20-GMCAN	**Fed Sig - KIT,OBD INTERFACE MODULE,2021**	$118.00	3	$354.00
EXPMOD24	**Fed Sig - PATHFINDER 24-CHANNEL EXPANSIO**	$214.00	3	$642.00
MPS63U-RBW	**Fed Sig - TRI COLOR,18-LED,RED/BLUE/WHIT** -FOR FRONT GRILLE (2) -FOR UNDER SIDE MIRRORS (2) -FOR FRONT SIDE SURFACE AREA (2)	$131.00	18	$2,358.00
MPS123U-RBW	**Fed Sig - TRI COLOR,36-LED,RED/BLUE/WHIT** -FOR REAR SIDE CARGO WINDOWS (2) -FOR REAR LICENSE SURFACE (2)	$156.00	12	$1,872.00
MPSM12-LB	**Fed Sig - KIT,L-BRACKET,SINGLE HD**	$12.00	6	$72.00
MPSMW9-TAH21MIR	**Fed Sig - KIT,BRKT,MPSW9,MIRROR,21TAH**	$37.00	3	$111.00
ESLRL6115J	**SOS - SL Running Light, 61" - 5 Module, Dual Color Red/Blue**	$375.00	6	$2,250.00
TCRB49	**Whelen-TRACER MT KIT 2019 SILVERADO**	$50.00	6	$300.00
COM3SRWC	**Fed Sig 3" RND. SURF.MNT.LIGHT,RED/WHT** -FOR PRISONER CELL ILLUMINATION	$53.00	3	$159.00

LIGHTS/SIREN		Price	Qty	Ext. Price
MPS32U-RB	**Fed Sig DUAL COLOR,6-LED,RED/BLUE** FOR REAR PROTECTION WHEN TRUNK IS OPEN (2) ON UPPPER LICENSE AREA---ON/OFF SWITCH INCLUDED	$83.00	6	$498.00
			Subtotal:	**$16,011.00**

Console - Mounts		Price	Qty	Ext. Price
7170-0864-02	**Gamber Johnson KIT- 2021-2024 Chevy Tahoe Wide Body Console Kit with Printer Mount, Side Armrest, Cup Holder, & LSA**	$1,125.00	3	$3,375.00
7160-0250-01	**Gamber Johnson NotePad™ V Universal Tall Computer Cradle**	$330.00	3	$990.00
425-3816	**JOTTO - Magnetic Mic Single Unit - MMSU-1**	$40.00	6	$240.00
11010-12VDC	**Casco 1010100392 Power Source 12VDC Outlet Housing, 30A**	$0.00	3	$0.00
15082	**Gamber Johnson Filler Panel, 3 Rocker Switches and 3 Knockouts**	$36.00	3	$108.00
11025-USB	**Dual USB Charger w/ LED, 12/24VDC, 2.1A Per Port**	$0.00	3	$0.00
19740	**Gamber Johnson 1-1/2" Filler Panel w/ (2) 12V Knockouts + 2 Rocker Switch Knockouts**	$13.00	3	$39.00
11010-12VDC	**Casco 1010100392 Power Source 12VDC Outlet Housing, 30A**	$0.00	3	$0.00
			Subtotal:	**$4,752.00**

PRISONER CELL/REAR CARGO EQUIP		Price	Qty	Ext. Price
475-1657	**JOTTO - Tahoe 2021+ Space Creator - High Security/High Visibility Window (includes Center HSEP ONLY)**	$950.00	3	$2,850.00
475-1674	**JOTTO - Tahoe 2021+ HSEP - 2P (VP9 Space Creator)**	$140.00	3	$420.00
475-1743	**JOTTO - Tahoe 2021+ Replacement Bio Seat System**	$1,300.00	3	$3,900.00
475-1718	**JOTTO - Tahoe 2021+ Window Armor (Bar Style) for use with OEM/ABS Door Panels**	$320.00	3	$960.00
AC-21TH-CPMNT-T	**Troy 2021-25 Tahoe tilt-up cargo mount with electronics tray, 5-piece system; features 2" wire-pass through hole on the side wall of tilt mount making it easy to pass through a harness.**	$740.00	3	$2,220.00
475-2109	**JOTTO - PI Utility 2020+ Stash, Vertical (Stand Alone)**	$630.00	3	$1,890.00
			Subtotal:	**$12,240.00**

Installation/antenna		Price	Qty	Ext. Price
Vehicle-Upfit-Lighting	**Installation Of Lighting Package - Labor Only** -INCLUDES INSTALLATION OF ALL ABOVE LISTED EQUIPMENT + CUSTOMER SUPPLIED RADIO, PRINTER & MVR KIT *REMOVAL OF CUSTOMER SUPPLIED EQUIPMENT WILL BE AN EXTRA CHARGE	$80.00	141	$11,280.00

Installation/antenna		Price	Qty	Ext. Price
Vehicle-Upfit-Supplies	**Misc. Material to include connectors, wire, and hardware**	$400.00	3	$1,200.00
EFBAD-3MP	**Panorama - CELL EASYFIT ANT 760-960MHz 3m MPL**	$50.00	3	$150.00
			Subtotal:	**$12,630.00**

ITS Shipping		Price	Qty	Ext. Price
Shipping	**Shipping**	$495.00	1	$495.00
			Subtotal:	**$495.00**

Quote Summary	Amount
LIGHTS/SIREN	$16,011.00
Console - Mounts	$4,752.00
PRISONER CELL/REAR CARGO EQUIP	$12,240.00
Installation/antenna	$12,630.00
Subtotal:	**$45,633.00**
Shipping:	**$495.00**
Total:	**$46,128.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. PANASONIC & GETAC PRODUCTS ARE BUILT TO ORDER AND NOT RETURNABLE.

A 3% PROCESSING FEE WILL BE ADDED TO ALL INVOICES PAID BY CREDIT CARD.

Acceptance

DE - Camden

James Mundie

James Mundie

Signature / Name

06/06/2025

Date

City of Milford Police Department

Signature / Name Initials

Date

Island Tech Services
Technology Mobility Vehicle

2024 Chevy Tahoe-Admin

Quote #ITS067583 v1

Prepared by:	Bill to:	Ship to:
Island Tech Services	**City of Milford Police Department**	**City of Milford Police Department**
James Mundie 980 S 2nd St Ronkonkoma, NY 11779	David Wells 400 NE Front St Milford, DE 19963	David Wells 400 NE Front St Milford, DE 19963
P: 609.301.6594 **E:** jmundie@itsg.us.com	**P:** +13024228081 **E:** david.wells@cj.state.de.us	**P:** +13024228081 **E:** david.wells@cj.state.de.us

Date Issued: **06.27.2025**

Expires: **08.26.2025**

Contract #:

LIGHTS/SIRENS		Price	Qty	Ext. Price
PF200H	**Fed Sig PATHFINDER,100/200W,HANDHELD** SIREN/PA/CONTROLLER	$920.00	1	$920.00
ES100C	**Fed Sig SPKR,EMERG, 100W,PLASTIC,**	$222.00	1	$222.00
ESBL2-TAH21ND	**Fed Sig BRKT KIT,DUAL,ES100C W LTS**	$82.00	1	$82.00
OBDCABLE20-GMCAN	**Fed Sig KIT,OBD INTERFACE MODULE,2021**	$128.00	1	$128.00
EXPMOD24	**Fed Sig PATHFINDER 24-CHANNEL EXPANSIO**	$221.50	1	$221.50
SIFMJS-TAH21-P3	**Fed Sig SIFMJS,STOCKED** -FOR FRONT HEADLINER	$1,043.00	1	$1,043.00
SIFMJH-TAH21-PF1	**Fed Sig SIFMJH,STOCKED** -FOR REAR HEADLINER	$1,043.00	1	$1,043.00
RBKIT2-COMPACT	**Fed Sig KIT,2 COMPACT RUMBLER SPKRS**	$330.00	1	$330.00
RBC2-TAH21ND	**Fed Sig BRKT KIT,RUMBLER COMP,21TAH,**	$39.75	1	$39.75
PFSYNC-1	**Fed Sig ON-SCENE SYNC,GPS/AMBIENT**	$197.75	1	$197.75
MPS63U-RBW-SMK	**Fed Sig TRI COLOR,18-LED,RED/BLUE/WHT,** -FOR INTERSECTION (2)	$139.25	2	$278.50
MPS123U-RBW-SMK	**Fed Sig TRI COLOR,36-LED,RED/BLUE/WHT,** -FOR REAR LICENSE SURFACE (2) -FOR SIDE MIRRORS (2) -FOR FRONT GRILLE (2)	$166.00	6	$996.00
MPSMW9-TAH21MIR	**Fed Sig KIT,BRKT,MPSW9,MIRROR,21TAH**	$37.00	1	$37.00
MPS32U-RB	**Fed Sig DUAL COLOR,6-LED,RED/BLUE** -FOR OPEN HATCH WARNING	$83.00	2	$166.00
425-3816	**JOTTO - Magnetic Mic Single Unit - MMSU-1**	$40.00	2	$80.00
MPS123U-RBW	**Fed Sig TRI COLOR,36-LED,RED/BLUE/WHIT** -FOR REAR SIDE CARGO WINDOWS	$155.00	2	$310.00

LIGHTS/SIRENS		Price	Qty	Ext. Price
MPSM12-LB	**Fed Sig KIT,L-BRACKET,SINGLE HD**	$12.00	2	$24.00
TCRB54A	**Whelen-TRACER MTG KIT 2021 TAHOE OVER**	$75.00	2	$150.00
ESLRL7316J	**SOS - SL Running Light, 72" - 6 Module, Dual Color Red/Blue** -FOR SIDE RUN BOARDS	$375.00	2	$750.00
CW0410-WR	**Code 3 INT.LIGHT,R/W,RECT,FLUSH MNT. 12/24V,5.4"W/TOUCH S** -FOR UNDER REAR HATCH	$90.00	1	$90.00
			Subtotal:	**$7,108.50**

Installation		Price	Qty	Ext. Price
Vehicle-Upfit-Lighting	**Installation Of Lighting Package - Labor Only** Labor to install all Above + Customer Supplied- Radio Rear Vault *REMOVAL OF EQUIPMENT NOT INCLUDED	$85.00	42	$3,570.00
Vehicle-Upfit-Supplies	**Misc. Material to include connectors, wire, and hardware**	$400.00	1	$400.00
EFBAD-3MP	**EF ON GLASS 760-960MHZ 3M MINI UHF**	$50.00	1	$50.00
			Subtotal:	**$4,020.00**

ITS Shipping		Price	Qty	Ext. Price
Shipping	**Shipping**	$90.00	1	$90.00
			Subtotal:	**$90.00**

Quote Summary	Amount
LIGHTS/SIRENS	$7,108.50
Installation	$4,020.00
Subtotal:	**$11,128.50**
Shipping:	**$90.00**
Total:	**$11,218.50**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. PANASONIC & GETAC PRODUCTS ARE BUILT TO ORDER AND NOT RETURNABLE.

A 3% PROCESSING FEE WILL BE ADDED TO ALL INVOICES PAID BY CREDIT CARD.

Island Tech Services

Technology Mobility Vehicle

Acceptance

Island Tech Services	City of Milford Police Department
James Mundie	
James Mundie	
Signature / Name	Signature / Name Initials
06/27/2025	
Date	Date

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-677400-45819DF

Issued: 06/11/2025

Quote Expiration: 06/27/2025

Estimated Contract Start Date: 09/01/2025

Account Number: 109646

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Milford Police Dept. - DE 401 NE Front St Milford, DE 19963-1435 USA	Milford Police Dept. - DE 401 NE Front St Milford DE 19963-1435 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Dave Finethy Phone: (602) 830-0397 Email: dfinethy@axon.com Fax:	David Wells Phone: (302) 422-8081 Email: david.wells@cj.state.de.us Fax: (302) 424-2330

Quote Summary

Program Length	47 Months
TOTAL COST	$26,094.09
ESTIMATED TOTAL W/ TAX	$26,094.09

Discount Summary

Average Savings Per Year	$1,456.28
TOTAL SAVINGS	$5,703.75

Payment Summary

Date	Subtotal	Tax	Total
Aug 2025	$4,246.05	$0.00	$4,246.05
Jul 2026	$6,998.99	$0.00	$6,998.99
Jul 2027	$7,278.95	$0.00	$7,278.95
Jul 2028	$7,570.10	$0.00	$7,570.10
Total	**$26,094.09**	**$0.00**	**$26,094.09**

Quote Unbundled Price:	**$31,798.95**
Quote List Price:	**$26,094.09**
Quote Subtotal:	**$26,094.09**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	3	13		$78.00	$78.00	$3,042.00	$0.00	$3,042.00
Fleet3B	Fleet 3 Basic	3	47	$203.95	$163.49	$163.49	$23,052.09	$0.00	$23,052.09
Total							**$26,094.09**	**$0.00**	**$26,094.09**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	3	1	08/01/2025
Fleet 3 Basic	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	3	1	08/01/2025
Fleet 3 Basic	101926	AXON FLEET - TAOGLAS ANT - 5-IN-1 2CELL 2WIFI 1GNSS INT	3	1	08/01/2025
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	3	1	08/01/2025
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	1	08/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	3	09/01/2025	07/31/2029
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	6	09/01/2025	07/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	08/01/2026	07/31/2029
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	08/01/2026	07/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	401 NE Front St	Milford	DE	19963-1435	USA

Payment Details

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	3	$495.00	$0.00	$495.00
Year 1	Fleet3B	Fleet 3 Basic	3	$3,751.05	$0.00	$3,751.05
Total				**$4,246.05**	**$0.00**	**$4,246.05**

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	Fleet3B	Fleet 3 Basic	3	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	3	$815.93	$0.00	$815.93
Year 2	Fleet3B	Fleet 3 Basic	3	$6,183.06	$0.00	$6,183.06
Total				**$6,998.99**	**$0.00**	**$6,998.99**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	3	$848.57	$0.00	$848.57
Year 3	Fleet3B	Fleet 3 Basic	3	$6,430.38	$0.00	$6,430.38
Total				**$7,278.95**	**$0.00**	**$7,278.95**

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	3	$882.51	$0.00	$882.51
Year 4	Fleet3B	Fleet 3 Basic	3	$6,687.59	$0.00	$6,687.59
Total				**$7,570.10**	**$0.00**	**$7,570.10**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/11/2025

Outlook

Your Dell Quote 3000186807238.1

From Meg.Solomon@dell.com <Meg.Solomon@dell.com>
Date Tue 3/11/2025 2:43 PM
To Smith Michael R <Michael.R.Smith@CJ.State.de.us>
Cc Meg.Solomon@dell.com <Meg.Solomon@dell.com>

DELL

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Apr. 10, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote No.	**3000186807238.1**	Sales Rep	Meg Solomon
Total	**$1,735.00**	Phone	1(800) 4563355, 6176984
Customer #	81033664	Email	Meg_Solomon@Dell.com
Quoted On	Mar. 11, 2025	**Billing To**	MICHAEL SMITH MILFORD POLICE DEPT 400 NE FRONT ST MILFORD, DE 19963-1460
Expires by	Apr. 10, 2025		
Contract Name	OMNIA-National Cooperative Purchasing Alliance (NCPA)		
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		
Deal ID	25374643		

Message from your Sales Rep
Please contact me at 737-270-9397or Meg_Solomon@Dell.com if you have any questions. Thank you for shopping with Dell!

Regards,
Meg Solomon

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	$1,735.00	1	$1,735.00

Subtotal:	$1,735.00
Shipping:	$0.00
Non-Taxable Amount:	$1,735.00
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$1,735.00

Shipping Group Details

Shipping To

MICHAEL SMITH
MILFORD POLICE DEPT
400 NE FRONT ST
MILFORD, DE 19963-1460
(302) 422-8081

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged Estimated delivery if purchased today: Mar. 21, 2025 Contract # C000001019611 Customer Agreement # NCPA 01-143	$1,735.00	1	$1,735.00

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	1	-
Intel Core Processor i5-1135G7, (QC, 2.4 to 3.8 GHz, 28W, non-vPro)	379-BERT	-	1	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	1	-
Intel® Core™ non-vPro i5-1135G7 with Iris Xe Graphics	338-CCRK	-	1	-
ME Lockout MOD - Manageability	631-ADED	-	1	-
32GB, 2x16GB, 3200 MHz DDR4 Non-ECC	370-AGTG	-	1	-
256GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMSB	-	1	-
14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare,Outdoor Viewable,Passive Pen	391-BGGI	-	1	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	1	-
Intel AX210 WLAN Driver	555-BHCC	-	1	-
Intel Wi-Fi 6E AX210, 2x2, 802.11ax, Bluetooth 5.2 wireless card	555-BHCH	-	1	-
Hot surface warning label	389-ECGC	-	1	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	1	-

90W 461G Type-C EPEAT Adapter	492-BDEL	-	1	-
No Fingerprint, no Smartcard reader	346-BHQK	-	1	-
Power Cord 1M US	450-AAEJ	-	1	-
Setup and Features Guide	340-CXCE	-	1	-
Dummy Airbay Cover	325-BEIV	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
ENERGY STAR Qualified	387-BBPC	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Applications for Windows 11	658-BFIP	-	1	-
Mix Ship, Notebook, 5430 Rugged	340-CYJC	-	1	-
Microphone +RGB HD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHV	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
No Option Included	340-ACQQ	-	1	-
Additional USB-A rear port	590-TFHR	-	1	-
Additional TBT/Type-C port	325-BEJZ	-	1	-
Rigid handle	750-ADPK	-	1	-
ProSupport Plus: Next Business Day Onsite, 2 Years Extended	808-6796	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	1	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	1	-
ProSupport Plus: Accidental Damage Service, 5 Years	808-6826	-	1	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	808-6827	-	1	-
ProSupport Plus: 7X24 Technical Support, 5 Years	808-6845	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-

Subtotal:	**$1,735.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$1,735.00**

CONNECT WITH DELL:

BROWSE MORE OPTIONS:

IT Transformation

Laptops

Desktops

Servers & Storage	2-in-1's	Electronics & Accessories
Financing Options	Dell Services	Dell Support
Subscription Center	Events	Dell Premier

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

LEASE AND EASEMENT AGREEMENT

This **LEASE AND EASEMENT AGREEMENT** (this "**Agreement**") effective as of [_____] (the "**Effective Date**") is by and between the City of Milford, Delaware, a political subdivision of the State of Delaware, having a mailing address of 201 S. Walnut Street, Milford, DE 19963 (including its successors and/or assigns, "**Landlord**"), and Milford DE BESS 1 LLC, a Delaware limited liability company, having a mailing address of c/o Lightshift Energy 1201 Wilson Blvd, 25th Floor, Arlington, VA 22209 (including its successors and/or assigns, "**Tenant**"). Landlord and Tenant are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Landlord is the owner of certain real property located at 252 Milford Harrington Highway in Milford, Delaware, which property consists of approximately 10.50 acres more or less, and is described in greater detail on Exhibit A hereto (the "**Landlord's Property**");

WHEREAS, Landlord wishes to lease to Tenant and Tenant wishes to lease a portion of Landlord's Property consisting of approximately 0.3 acres more or less, which portion is depicted on Exhibit B hereto (the "**Leased Premises**");

WHEREAS, Tenant intends to use the Leased Premises for the development, construction, operation, maintenance and repair of a battery storage project; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Lease and Grant of Easements. Landlord hereby leases to Tenant on an exclusive basis, and Tenant hereby leases from Landlord in accordance with the terms hereof, the Leased Premises, and Landlord hereby grants to Tenant the easements specified herein (the "**Easements**"), upon and subject to the terms and conditions in this Agreement. Landlord covenants Tenant shall have the quiet and peaceful use, enjoyment and possession of the Leased Premises and the Easements (and the corresponding Easement Areas) in accordance with and subject to the terms of this Agreement.

Section 2. Use of Leased Premises. During the Term of this Agreement, Tenant will have the exclusive right to use and occupy the Leased Premises, and to exercise the other rights and privileges granted to Tenant herein, for purposes of developing, erecting, constructing, installing, operating, maintaining, repairing, replacing, removing and decommissioning a battery storage facility (collectively, the "**Permitted Use**"), and for no other use. Such battery storage facility, including all of its associated components, equipment and parts, is referred to herein as the "**Facility**." Tenant shall be allowed to maintain a fence on the Leased Premises so long as it is in compliance with all applicable governmental laws and ordinances and Tenant shall obtain all necessary Permits from local authorities to construct and maintain the fence. Tenant's taking possession of the Leased Premises shall be conclusive evidence of Tenant's acceptance thereof in satisfactory condition. Tenant agrees that Landlord has made no representations respecting the condition of the Leased Premises except as otherwise set forth herein; and that no promise to alter, repair or improve the Leased Premises either before or after the execution hereof have been made by Landlord or its agents to Tenant. Landlord makes no representation or warranty with regard to zoning for the Permitted Use which shall be the sole responsibility of the Tenant to determine and/or ascertain.

Section 3. Term of Agreement.

3.1 **Construction and Development Term**. The "**Construction and Development Term**" shall commence on the Effective Date and shall terminate upon earlier of (i) the date that the Facility is placed in service (ii) or five (5) years from the Effective Date (each as the case may

be the "**Commercial Operations Date**"). During the Construction and Development Term, the Tenant may use and enjoy the Leased Premises and Easement Areas (as defined in Section 11) for purposes of the construction and installation of the Facility.

3.2 **Operations Term**. The "**Operations Term**" of this Agreement shall commence on the Commercial Operations Date and shall expire upon the twentieth (20th) anniversary of the Commercial Operations Date. The Construction and Development Term and the Operations Term (including all renewals and extensions thereof) are together referred to as the "**Term**." Tenant may elect to renew the Operations Term by up to four (4) additional extension terms of five (5) years each, in each case by delivering a written notice of extension to Landlord not later than ninety (90) days prior to the expiration of the then-current Term.

3.3 **Lease Year**. The term "**Lease Year**," as used herein, shall refer to the period between the Commercial Operations Date and the one (1) year anniversary of the Commercial Operations Date, and each subsequent one (1) year period thereafter during the Term.

3.4 **Security of Facility**. Landlord and Tenant shall cooperate in the implementation of reasonable measures for the security of the Facility. Landlord shall be responsible for physical security of Landlord's Property and shall take all reasonable measures to prevent access to the Leased Premises by other tenants and other third parties; provided, however, that Landlord shall not have any liability with respect to any damage thereto resulting from vandalism or other civil or criminal misconduct.

3.5 **Decommissioning Period**. Tenant shall have six (6) months following the expiration of the Term or the earlier termination of this Agreement during which to decommission and remove the Facility from the Leased Premises (the "**Decommissioning Period**"). During the Decommissioning Period, Tenant shall have the right to use and occupy the Leased Premises and the Easement Areas (as defined in Section 11), in accordance with the provisions of this Agreement, solely for the purposes of decommissioning and removing the Facility from the Leased Premises. The Parties acknowledge and agree that the Facility, in whole or in parts, is not deemed to be a fixture and not so related to the Leased Premises that an interest in the Facility arises under real property law, and that Tenant has the sole right and ability to decommission and remove the Facility and all of its components from the Leased Premises in all respects. During the Decommissioning Period, Tenant shall restore and landscape the Leased Premises and the Easement Areas to substantially their condition as they existed immediately prior to the Effective Date, ordinary wear and tear and casualty damage excepted. Tenant shall at all times comply with any governmental requirements relating to decommissioning security (the "**Decommissioning Ordinances**"). Tenant shall, to the extent permissible by applicable law, make the surety bond funds required by any Decommissioning Ordinance, or any remaining portion thereof, if applicable, accessible by Landlord for completion of Tenant's obligation to remove the Facility in the event of non-completion by Tenant or the local government. During the Term, upon written request of Landlord, Tenant shall provide Landlord with written evidence of Tenant's compliance with any Decommissioning Ordinance and the terms of this Section.

3.6 **As-Built Survey**. Within one hundred twenty (120) days of the Commercial Operations Date, Tenant, at Tenant's sole expense, shall provide to Landlord an "as-built" survey and "as-built" construction plan set of the Leased Premises and the Facility thereon.

Section 4. Rent.

4.1 **Annual Rent Payments**. For the initial Lease Year, Tenant shall pay Landlord as annual rent one and 0/100 Dollar ($1.00), payable within thirty (30) days after the Commercial Operations Date. Thereafter, on or before each yearly anniversary of the Commercial Operations Date, Tenant shall pay Landlord as annual rent an amount equal to the previous year's annual rent.

4.2 **Interest on Past Due Payments**. All rent not paid when due under this Agreement shall bear interest at a rate equal to the lesser of: (i) the prime rate of interest as set forth in the *Wall Street Journal* or its successor or (ii) the maximum rate allowed by applicable law.

Section 5. Ownership of Facility. Landlord shall have no ownership, lien or other interest in the Facility or any of its components; and Tenant may remove any or all components of the Facility at any time. No part of the Facility installed by Tenant on the Leased Premises shall be considered part of the Leased Premises or an improvement to real property; the Facility shall at all times be considered tangible personal property owned exclusively by Tenant.

Section 6. Taxes and Assessments.

6.1 Subject to Section 6.4, Tenant shall pay all real and personal property taxes, assessments and charges, general and specific, to the extent that such taxes, assessments and charges are levied or assessed by reason of Tenant's use of the Leased Premises, Tenant's leasehold interest under this Agreement, or Tenant's use or ownership of the Facility installed on the Leased Premises (collectively, "**Tenant Taxes**"). Landlord shall pay when due any taxes attributable to (a) improvements or facilities installed by Landlord or others (excluding Tenant) on the Leased Premises; (b) the underlying value of the Leased Premises; and (c) any and all other taxes and assessments pending or levied against the Leased Premises; provided, however, that if the taxes against the underlying value of the Leased Premises are increased by reason of a change of use determination by a taxing entity or increased assessment of the Leased Premises resulting from Tenant's Facility thereon, then Tenant shall pay the entire amount of such increase.

6.2 If any Tenant Taxes are levied or assessed in the name of Landlord as part of the real property taxes payable by Landlord, then, promptly after Landlord timely submits the real property tax bill to Tenant, Tenant shall reimburse Landlord for all Tenant Taxes in the amount due without interest or penalties; provided however if penalties and interest are incurred as a result of any failure or omission on Tenant's part, then Tenant shall be responsible for the same. Landlord shall submit the real property tax bill (and any other communication from any government authority regarding the same) to Tenant at least forty-five (45) days before the tax bill is due.

6.3 Tenant shall have the right, in its sole discretion and at its sole expense, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landlord and/or Tenant where appropriate or required), the validity or amount of any assessments or taxes for which Tenant is responsible under this Agreement. Landlord shall reasonably cooperate with Tenant in any such contest, provided that Landlord shall not be required to bear any expense in connection with any such contest.

6.4 It is acknowledged and agreed that in accordance with Section 6.1 hereof, provided that Landlord's use of the Landlord's Property remains in accordance with the zoning that applied to such property as of the Effective Date (the "**Original Zoning**"), in the event that Tenant's use of the Leased Premises requires rezoning of the entirety of Landlord's Property and such rezoning results in increased property taxes applying to the entirety of Landlord's Property, Tenant shall reimburse Landlord in accordance with Section 6.2 for the incremental difference in property taxes as measured by deducting the property taxes on Landlord's Property prior to rezoning from the

property taxes on Landlord's Property after rezoning. Tenant's reimbursement obligation in accordance with the foregoing shall not extend to any portion of the Landlord's Property (other than the Leased Premises) which is used by persons other than Tenant in accordance with any zoning other than the Original Zoning.

Section 7. Indemnification.

7.1 **Indemnification by Tenant**. Tenant shall, from and after the Effective Date, defend, indemnify and hold harmless Landlord and Landlord's affiliates and their respective directors, officers, managers, members, shareholders, employees, representatives and agents (collectively, the "**Landlord Indemnified Parties**") from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity), expenses, demands, suits and causes of action (all of the foregoing collectively referred to as "**Liabilities**") of any Landlord Indemnified Parties arising out of: (i) negligence or willful misconduct of Tenant, its agents, officers, directors, employees or contractors; or (ii) the material breach by Tenant of any of its obligations under this Agreement, except to the extent arising out of the negligence or willful misconduct of Landlord or material breach of this Agreement by Landlord.

7.2 **Indemnification by Landlord**. Landlord shall, from and after the Effective Date, defend, indemnify and hold harmless Tenant and Tenant's affiliates and their respective directors, officers, managers, members, shareholders, employees, representatives and agents (collectively, the "**Tenant Indemnified Parties**") from and against all Liabilities of any Tenant Indemnified Parties arising out of: (i) negligence or willful misconduct of Landlord, its agents, officers, directors, employees or contractors; or (ii) the material breach by Landlord of any of its obligations under this Agreement, except to the extent arising out of the negligence or willful misconduct of Tenant or material breach of this Agreement by Tenant.

7.3 **Indemnification Procedure.**

7.3.1 Whenever any claim arises for indemnification under this Agreement, the person claiming indemnity (the "**Indemnified Party**") shall notify the person who has the indemnification obligation (the "**Indemnifying Party**") in writing as soon as practicable after the Indemnified Party has knowledge of the facts constituting the basis for such claim (such written notice, the "**Notice of Dispute**"). Such Notice of Dispute shall specify all facts known to the Indemnified Party giving rise to such indemnification right and an assessment of the liability arising therefrom. Failure to give prompt notice shall not relieve the Indemnifying Party's indemnification obligations hereunder unless the Indemnifying Party is materially prejudiced by such failure.

7.3.2 If the facts giving rise to any such indemnification shall involve any actual or threatened claim or demand by any third party (including an inquiry or audit by any governmental authority) against the Indemnified Party or any possible claim or demand by the Indemnified Party against any such third party, the Indemnifying Party shall (without prejudice to the right of the Indemnified Party to participate at its expense through counsel of its own choosing) defend such claim in the name of the Indemnified Party at the Indemnifying Party's expense and through counsel of its own choosing. The Parties shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony and attend such conferences and discovery as reasonably requested in connection therewith.

7.3.3 Notwithstanding the Indemnifying Party's obligation to assume and conduct the defense of a claim for indemnification with counsel of its choice, the Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to a claim for indemnification without the prior written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed). Until the Indemnifying Party assumes the defense of a claim of indemnification arising out of a third party claim, the Indemnified Party may defend against the third party claim in any manner it may deem reasonably appropriate; provided that in no event shall the Indemnified Party consent to the entry of any judgment or enter into any settlement with respect to the third party claim without the prior written consent of the Indemnifying Party (not to be unreasonably withheld, conditioned or delayed).

7.3.4 At the time that the Indemnifying Party makes any indemnity payment under this Agreement, the indemnification payment shall be adjusted such that the indemnification payment shall result in the Indemnified Party receiving an amount equal to such indemnity payment, after taking into account (i) all national, state, and local income taxes that are actually payable by the Indemnified Party with respect to the receipt of such indemnity payment, and (ii) all national, state, and local income tax deductions allowable to the Indemnified Party for any items of loss and deduction for which the Indemnified Party is being indemnified.

7.4 **LIMITATION ON LIABILITY. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, EXCEPT, IN EACH CASE, TO THE EXTENT (I) CONSTITUTING ACTUAL DAMAGES, DIRECT DAMAGES OR REASONABLY FORESEEABLE EXPECTATION DAMAGES (INCLUDING ANY DIMINUTION OF VALUE OR LOST PROFITS); (II) PAYABLE TO A THIRD PARTY IN RESPECT OF A THIRD PARTY CLAIM; OR (III) CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.**

7.5 Notwithstanding anything contained herein to the contrary, unless caused by Landlord's gross negligence or willful misconduct, Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property in or about Landlord's Property, or the Leased Premises, or any part thereof, or any equipment thereof becoming out of repair; flooding; damages caused by snow, frost, water leakage, steam, excessive heat or cold, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures; any act or neglect of other tenants or occupants or employees on or in Landlord's Property; or any other thing or circumstance whatsoever, whether of a like nature or of a wholly different nature. All property in or about Landlord's Property or in the Leased Premises belonging to Tenant, its agents, employees or invitees shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof except as caused by Landlord's gross negligence or willful misconduct. If Landlord fails to perform any covenant or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant recovers a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such

judgment and levy thereon against the right, title and interest of Landlord in Landlord's Property and out of rents or other income from such property receivable by Landlord, and Landlord shall not be personally liable for any deficiency.

7.6 This Section 7 shall survive the expiration or termination of this Agreement.

Section 8. Tenant's Representations, Warranties and Covenants. Tenant represents, warrants and covenants to Landlord that:

8.1 **Tenant's Authority**. Tenant has the unrestricted right and authority to execute and deliver this Agreement. When signed by Tenant, this Agreement constitutes a valid and binding Agreement enforceable against Tenant in accordance with its terms. Each person signing this Agreement on behalf of Tenant is authorized to do so. No consent or other approval, authorization or action by, or filing with, any person is required to be made or obtained by Tenant for Tenant's lawful execution, delivery and performance of this Agreement.

8.2 **Insurance.** Tenant shall, at its expense, maintain property insurance covering loss or damage to the Facility, which shall be written on an "all risks" of direct physical loss or damage basis for the full replacement cost value (except for coverages sub-limited under this policy). Coverage shall include fire and other peril including, but not limited to, vandalism and malicious mischief, theft, and explosion.

Tenant shall, at its expense, obtain and maintain throughout the Term, commercial general liability insurance insuring Tenant and Landlord against loss or liability caused by Tenant's occupation of and activities on the Landlord's Property under this Agreement, in an amount not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, accident or incident, which has a commercially reasonable deductible. Tenant shall name Landlord as an additional insured. Certificates of such insurance evidencing the coverages required by this Agreement shall be provided to Landlord at Landlord's reasonable request, but no more than once per twelve (12) month period. Each Party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other Party.

8.3 **Requirements of Governmental Agencies**. Tenant, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, rules and regulations of any governmental agency applicable to the Facility. Tenant shall have the right in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Tenant or in the names of both Tenant and Landlord, the validity or applicability to the Leased Premises or Facility of any law, ordinance, statute, order, regulation, property assessment or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Landlord shall reasonably cooperate in such contest, so long as it is reimbursed for its out-of-pocket expenses incurred in such contest and cooperation. Any such contest or proceeding, including any maintained in the name of Landlord, shall be controlled and directed by Tenant, but Tenant shall protect, indemnify and defend Landlord from Tenant's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

8.4 **Liens**. Tenant shall keep the Leased Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the Leased Premises for Tenant's use or benefit; provided, however, that if such a lien does arise, Tenant has a right to contest such lien and Tenant, within sixty (60) days after it receives notice of the filing of such lien, either bonds around such lien or removes such lien from the Leased Premises pursuant

to applicable law, in which case Tenant shall not be deemed to have breached this Section 8.4. Tenant shall provide notice of such lien or claim to Landlord within fifteen (15) business days of receipt thereof, and shall advise Landlord of all steps as taken to remove the lien or claim. Nothing in this Section 8.4 or this Agreement shall be construed to prohibit Tenant from granting one or more mortgages or liens on all or any portion of Tenant's right, title or interest under this Agreement as security for the repayment of any indebtedness. If Tenant fails to clear such lien or claim after receipt thereof or fails to take the steps to contest or bond over the lien as provided herein, Tenant shall be deemed in default of this Agreement and Landlord shall have all rights arising therefrom.

8.5 **Hazardous Materials**. Tenant shall not violate, and shall indemnify Landlord against any violation by Tenant or Tenant's agents or contractors, of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste "**Hazardous Materials**") in, on, under or about the Leased Premises. In conformance with the requirements of applicable law, Tenant shall promptly clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Tenant in, on, under, or about the Leased Premises or Landlord's Property. The failure to perform any of the obligations herein stated shall be deemed an event of default by Tenant.

8.6 **Development Activities**. Tenant shall reasonably cooperate with Landlord on its site development plan prior to construction of the Facility, showing Landlord the proposed location of without limitation, roads and electric power lines, before making Tenant's final decisions as to location of the Facility on the Leased Premises, but Tenant shall make all final siting decisions and other related decisions to the Facility in its sole and absolute discretion. Tenant shall post the access roads it constructs going to the Facility as being private roads only for use by authorized personnel in connection with the Facility. Landlord may use or cross such roads only to the extent that Landlord does not interfere with Tenant's rights under this Agreement. Tenant shall not install any underground storage tanks on the Leased Premises.

8.7 **Broker Agreements**. Each Party represents to the other that it has not dealt, directly or indirectly, in connection with the leasing of the Leased Premises, with any broker or person entitled to claim a commission or leasing fees. Each Party shall indemnify and hold the other Party harmless from any loss, liability, damage, or expense (including without limitation reasonable attorneys' fees) arising from any claim for a commission or leasing fee arising out of this transaction made by any unidentified broker or other person claiming through the indemnifying Party.

Section 9. Landlord's Representations, Warranties and Covenants. Landlord represents, warrants and covenants as follows:

9.1 **Landlord's Authority**. Landlord is the sole owner in fee simple of Landlord's Property, including without limitation the Leased Premises and the Easement Areas, and has the unrestricted right and authority to execute and deliver this Agreement and to grant to Tenant the rights granted under this Agreement. When signed by Landlord, this Agreement constitutes a valid and binding Agreement enforceable against Landlord in accordance with its terms.

9.2 **No Interference**. Landlord's activities and any grant of rights Landlord makes to any person or entity shall not materially interfere with the Facility or Tenant's rights under this Agreement. Landlord shall ensure that the conditions at Landlord's Property do not materially interfere with the operation of the Facility.

9.3 **Liens**. As of the Effective Date, there are no liens, charges, encumbrances, leases, mortgages, deeds of trust, security interests, licenses, claims or other exceptions (collectively, "**Liens**") that would prevent, interfere with, frustrate or otherwise adversely affect the Facility or Tenant's rights under this Agreement. Landlord shall not cause, create, incur, assume or suffer to exist any Lien of any nature on or with respect to Tenant's interest in the Leased Premises, the Easement Areas, or the Facility.

9.4 **Treatment of Liens; Third Party Rights**. If at any time during the Lease Term, any Lien or any third party right is found, exists or is claimed to exist against the Leased Premises or Easement Areas or any portion thereof, that creates rights superior to those of Tenant, Tenant shall be entitled to seek to obtain a Subordination and Non-Disturbance Agreement (defined below) from the holder of such Lien or such third party right, and Landlord shall use best efforts and diligence in helping Tenant obtain the same. Landlord agrees that any right, title or interest created by Landlord from and after the Effective Date in favor of or granted to any third party shall be subject to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed or to be executed by and between Tenant and Landlord in connection with this Agreement; provided that at Landlord's request Tenant shall agree to execute a Subordination and Non-Disturbance Agreement. A "**Subordination and Non-Disturbance Agreement**" shall mean an agreement between Tenant and the holder of a Lien or a third party right that provides that the holder of such Lien or such third party right (i) subordinates such Lien or such third party right to Tenant's interest under this Agreement, (ii) agrees not to disturb Tenant's possession or rights under this Agreement, (iii) agrees to provide notice of defaults under the Lien or third party right documents to Tenant and agrees to allow Tenant a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and (iv) agrees to comply with such other requirements as may be reasonably required by Tenant to ensure the interests of Tenant are not interfered with. All Subordination and Non-Disturbance Agreements obtained by Landlord pursuant to this Section 9.4 shall be in a form reasonably acceptable to Tenant and shall be in a form that may be recorded following their execution.

9.5 **Hazardous Materials**. To Landlord's actual knowledge ,there are no Hazardous Materials located in, on, under or about Landlord's Property, there is not now, nor has there ever been, in, to, or from the Landlord's Property a release or threatened release of any Hazardous Materials, and Landlord's Property has not been used for the generation, treatment, storage, release or disposal of Hazardous Materials, no underground storage tanks have ever been located on Landlord's Property nor are any underground storage tanks presently located on Landlord's Property. Landlord has provided Tenant with copies of any and all environmental reports, environmental site assessments and other relevant environmental documents in its possession or control for the Landlord's Property including but not limited to studies, audits, records, and sampling data. (1) The Landlord's Property is not listed as a hazardous waste or landfill site, and is not listed on, or proposed for listing on, the National Priorities List (or CERCLIS) under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq ("**CERCLA**"), or any similar state list; and, (2) to Landlord's actual knowledge the Landlord's Property is in full compliance with all applicable federal, state and local environmental laws, safety and health laws, ordinances, rules, regulations, permits, licenses and binding standards of applicable governmental authorities ("**Environmental Laws**"); (3) to the extent it takes any actions with respect to the Landlord's Property during the Term, Landlord shall continue to maintain the Landlord's Property in compliance with all Environmental Laws; and (4) Landlord will remove and/or encapsulate any asbestos on the Landlord's Property, if and as required to do under any Environmental Laws. Tenant shall not be liable for, and Landlord shall defend, indemnify, protect and hold harmless Tenant and any Tenant Indemnified Parties from and against any and all

Liabilities for every type and nature arising out of or in connection with (a) the generation, storage, release or disposal of any Hazardous Materials by Landlord (or any of its affiliates, tenants, representatives or employees) in, on, under, about, or within Landlord's Property (including the soil, surface water and groundwater thereunder) or (b) any violation by Landlord or any of its affiliates, employees, agents or tenants, of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials, in, on, under or about Landlord's Property, including without limitation any such violation which may have occurred by Landlord or any other person prior to or after the Effective Date. Landlord's violation of the foregoing prohibition shall constitute a material breach and default under this Agreement and Landlord shall indemnify and hold harmless and defend Tenant from and against any claims, damages, penalties, liabilities or costs caused by or arising out of said violation. In conformance with the requirements of applicable law, and subject to Tenant's obligations under Section 8.5, Landlord shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials in, on, under, or about Landlord's Property.

9.6 **No Litigation**. Landlord is not a party to any, and to Landlord's best knowledge after making due inquiry, there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Landlord (i) challenging the validity or propriety of this Agreement, and/or transactions contemplated in this Agreement or (ii) which could reasonably be expected to have a material adverse effect on this Agreement, the Facility ownership, or operation of the Landlord's Property or any part thereof or interest therein.

9.7 **Requirements of Governmental Agencies**. Landlord shall assist and reasonably cooperate with Tenant, so long as Landlord is reimbursed for its documented and reasonable out-of-pocket expenses, in complying with or obtaining any land use permits and approvals, building and electric permits, development permits, construction permits, subdivision approvals or any other approvals required for the financing, construction, installation, interconnection, replacement, relocation, maintenance, operation or removal of the Facility (collectively the "**Permits**"), including execution of applications for such approvals.

9.8 **Estoppel Certificates**. Within fifteen (15) business days of receipt of a request from Tenant, Landlord shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying that to the best of Landlord's knowledge there are no uncured events of default under this Agreement (or, if any uncured events of default exist, stating with particularity the nature thereof) and (c) containing any other certifications, representations or covenants as may reasonably be requested by Tenant and accurately made by Landlord. Any such statements may be conclusively relied upon by Tenant and any Lender, Leasehold Mortgagee or Assignee. The failure of Landlord to deliver such statement within such time shall be conclusive evidence upon Landlord that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Tenant under this Agreement.

9.9 **Cooperation in Security Rebates, Tax Credits and Other Economic Benefits**. The Landlord will reasonably cooperate with Tenant in completing and filing such applications and other documents as are necessary to permit the Tenant to receive all mandatory or voluntary federal, state, or local renewable energy certificates or emissions or rebates, tax credits and including, without limitation, other economic benefits (the "**Environmental Attributes**") that are now or may hereafter become available to the Tenant in connection with the Facility, provided that Landlord

shall not be required to bear any liability or material out-of-pocket costs in doing so. Notwithstanding anything to the contrary herein contained, all Environmental Attributes in connection with the Facility shall remain the property of the Tenant or its successors and assigns. Tenant shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Tenant's sole discretion.

Section 10. Assignment.

10.1 **Assignment by Tenant**. Except as permitted under this Section 10.1 or Section 14 below, Tenant shall not assign or otherwise transfer (including any transfer by operation of law) all or any part of this Agreement or Tenant's interest in the Leased Premises without first procuring the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall be entitled (i) to collaterally assign its interests under this Agreement to secure any Tenant indebtedness relating to the Facility, (ii) to assign this Agreement to an entity that is controlled by or under common control with Tenant, or (iii) to assign this Agreement in connection with a sale of the Facility, in each case without Landlord consent. Tenant shall notify Landlord in writing prior to any assignment or transfer of Tenant's interest in the Leased Premises, or any part thereof. In the event Tenant assigns its interests under this agreement in accordance with subsections 10.1(i) and 10(iii) above, Tenant shall provide Landlord notice following the assignment. Any notice shall state the date of the assignment, the address of the successor entity and the name and contact information of a principal of the successor entity.

10.2 **Assignment by Landlord**. The burdens of this Agreement and other rights contained in this Agreement shall run with and against the Leased Premises and Easement Areas and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landlord and its successors and assigns. Landlord shall have the unfettered right to convey or to assign its right, title and interest in the Leased Premises and this Agreement at any time without the prior consent of Tenant; provided, however, that any such conveyance or assignment shall be subject to Tenant's rights hereunder. Landlord shall notify Tenant in writing prior to any sale, assignment or transfer of any of Landlord's interest in the Leased Premises, or any part thereof, and shall cause any such successor to agree to be bound by the terms hereof. Any notice shall state the date of the assignment, the address of the successor entity and the name and contact information of a principal of the successor entity.

Upon any such conveyance or assignment and the assumption by the successor party of Landlord's rights and duties hereunder, Landlord shall be relieved from all duty, liability and obligation under this Agreement. Additionally, Landlord shall have the unfettered right to convey, mortgage or encumber its interest in the Leased Premises, or its interest (as landlord) in this Agreement, during the Term without the prior consent of Tenant, so long as Landlord's lender enters into a subordination, non-disturbance and attornment with Tenant in a commercially reasonable form, as Tenant and Lender may mutually agree (such agreement not to be unreasonably withheld, conditioned, or delayed by Tenant). The aforesaid agreement shall be recorded in the official records of the county where the Leased Premises is located.

Section 11. Easements. For purposes of this Agreement, the term "**Easement Areas**" shall refer to the location of the Easements described herein.

11.1 **Grant of Access Easements**. Landlord hereby grants to Tenant (together with its successors, assigns, agents, employees, and contractors) during the Term and for the period permitted hereunder for removal of the Facility, a non-exclusive easement and right-of-way to

access the Leased Premises on, under, over and across designated portions of the Landlord's Property, as depicted on the site plan attached hereto and as may be reasonably required from time to time, for site preparation and construction, installation, operation, maintenance, repair, replacement and removal of the Facility and for compliance by Tenant of its obligations hereunder (the "**Access Easement**"). The "**Access Easement Area**" is depicted on the site plan attached as Exhibit B. The Access Easement granted herein shall include the right to construct and maintain, at Tenant's expense, a temporary access road within agreed upon portions of the Access Easement Area. Landlord shall maintain all roads, parking lots, driveways, rights-of-way and walkways that are now or may be located on the Landlord's Property and are necessary for ingress and egress to and from, and occupancy of, the Leased Premises.

11.2 **Grant of Interconnection Easement**. Landlord hereby grants to Tenant an exclusive easement on, under, over and across designated portions of the Landlord's Property as depicted on the site plan attached as Exhibit B (the "**Interconnection Easement Area**"), for the installation, operation and maintenance of electrical lines to be located across the Landlord's Property to an existing utility structure on the Landlord's Property and to interconnect the Facility to such utility structure, all as depicted on Exhibit B (the "**Interconnection Easement**"). The interconnection rights granted herein shall include the right to install, operate, maintain and repair interconnection equipment within the Interconnection Easement Area.

11.3 **Provisions Applicable to all Easements**. The following provisions shall apply to all Easements granted herein:

11.3.1 Each Easement shall be for a term that is coterminous with the Term, and shall thereupon terminate without further instrument or action required; provided that in the event that this Agreement is terminated prior to the end of the Term, each Easement shall likewise terminate upon the date that this Agreement is terminated.

11.3.2 Each Easement shall run with the Leased Premises, and shall inure to the benefit of and be binding upon Landlord and the holder of such Easement, and their respective transferees, successors and assigns, and all persons claiming under them.

11.3.3 At the respective conclusion of the construction, installation, use, or ultimate removal of the Facility, Tenant shall restore the Easement Area in accordance with Section 3.5.

Section 12. **Right to Terminate**. Prior to the Commercial Operations Date, the Tenant may terminate this Agreement by providing reasonable prior written notice to the Landlord. After the Commercial Operations Date, Tenant may terminate this Agreement, at its option, after giving not less than thirty (30) days' written notice to Landlord, if:

12.1. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Facility and infrastructure on the Leased Premises or otherwise orders or demands that operation of the Facility cease or that the Facility must be removed from the Leased Premises for reasons unrelated to any default, violation or breach by Tenant of any applicable law;

12.2. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Leased Premises for its intended purpose;

12.3. Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Premises;

12.4. Utilities necessary for Tenant's use of the Leased Premises are no longer available to the Leased Premises;

12.5. The Leased Premises and/or Facility are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises.

In the event of termination by Tenant pursuant to this provision, each Party shall be relieved of all further liability hereunder except for Tenant's obligation to remove the Facility as provided herein in Section 3.5, any obligations that accrued prior to the termination and each party's indemnification obligations hereunder.

Section 13. Revocation.

13.1 In the event of a material default in the terms of this Agreement by either the Landlord or the Tenant, the other Party may terminate this Agreement in writing as described herein. Events that shall constitute a default under this Agreement shall include, but not be limited to, a Party's failure to perform or comply with any material provision of this Agreement; an unauthorized assignment, a Party's insolvency or inability to pay debts as they mature, or an assignment for the benefit of creditors; or if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a Party.

13.2 No Party shall be in default under this Agreement unless and until it has been given written notice of a breach of this Agreement by the other Party and shall have failed to cure such breach within thirty (30) days after receipt of such notice. When a breach cannot reasonably be cured within such thirty (30) day period, the time for curing may be extended by the non-defaulting Party for such time as may be reasonably necessary to complete the cure, provided that the defaulting Party shall have proceeded to and continues to cure such breach with due diligence. Upon the defaulting Party's failure to cure the default prior to expiration of the applicable cure period, the non-defaulting Party may terminate this Agreement in writing and/or exercise any or all rights and remedies available to it at law or in equity.

Section 14. Lender Protection.

14.1 Tenant shall have the absolute right at any time and from time to time, without Landlord's prior written consent or approval (but with prior written notice to Landlord) to: (i) assign, encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument), or otherwise transfer all or any portion of its right, title or interest under this Agreement to a Lender designated by Tenant, as security for the repayment of any indebtedness and/or the performance of any obligation owned by Tenant to such Lender; and (ii) mortgage its leasehold interest hereunder and/or collaterally assign its interest in this Agreement and in any monies due under this Agreement in connection with obtaining financing from a Lender for the Facility and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements related to the Facility), or otherwise encumber and grant security interests in all or any part of its interest in this Agreement, the Leased Premises, the Facility, interconnection facilities or transmission facilities (holders of these various security interests are referred to as "**Leasehold Mortgagees**").

14.2 Following an event of default under any financing documents relating to the Facility and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements related to the Facility), any Lender or Leasehold Mortgagee may (but shall not be obligated to) assume, or cause their designees to assume, all of the interests, rights and obligations of Tenant thereafter arising under this Agreement. Any Leasehold Mortgagee that has succeeded to Tenant's interests under this Agreement in accordance with the provisions of this Section shall also have the right, without Landlord's prior written consent or approval (but with prior written notice to Landlord) to assign or sublet the whole or any portion or portions of its interest in this Agreement, the Leased Premises, the Facility and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements) for the uses permitted under this Agreement, to one (1) or more creditworthy persons or entities with experience owning and operating a battery storage facility commensurate to that of Tenant (each, an "**Assignee**"). Following any such sale, conveyance, lease, assignment or sublet, the term "Tenant" shall be deemed to include each "Assignee" then holding Tenant's interest in this Agreement. However, no Leasehold Mortgagee or Assignee shall by virtue of Tenant's conveyance to it acquire any greater interest in the Leased Premises or any easements created hereunder than Tenant then has under this Agreement. As used herein, the term "**Lender**" means any financial institution or other individual or entity (including a Leasehold Mortgagee) that from time to time provides debt or equity financing, including tax equity investments, for some or all of the Facility, collectively with any security or collateral agent, indenture trustee, loan trustee, tax equity investor, syndicator or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Tenant in this Agreement shall be deemed to include any individual or entity that succeeds (whether by assignment or otherwise) to all of the then-Tenant's then-existing right, title and interest under this Agreement in accordance with the provisions of this Section.

14.3 If the rights and interests of Tenant in this Agreement shall be assigned in accordance with this Section and the assuming party shall agree in writing to be bound by, and to assume, the terms and conditions hereof and any and all obligations to Landlord arising or accruing hereunder from and after the date of such assumption, Tenant shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and Landlord shall continue this Agreement with the assuming party as if such person had been named as Tenant under this Agreement, provided, however, that the assuming party is creditworthy and has the experience required by this Section.

14.4 Landlord agrees to enter into a reasonable non-disturbance, consent and recognition agreement by and among the Tenant's then chosen Lender or Leasehold Mortgagee, Landlord, and Tenant which shall include, without limitation, consent by Landlord to the Tenant's collateral assignment of this Agreement and Tenant's leasehold interest hereunder, cure rights and step in rights in favor of the Lender or Leasehold Mortgagee.

14.5 Any Lender or Leasehold Mortgagee or Assignee who acquires Tenant's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure that does not directly hold an interest in this Agreement, or that holds an interest, lien or security interest in this Agreement solely for security purposes, shall have no obligation or liability under this Agreement for obligations arising prior to the time such Lender, Leasehold Mortgagee or Assignee directly holds an interest in this Agreement, or succeeds to title to such interest, or to this Agreement. Any such Lender, Leasehold Mortgagee or Assignee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such interest or title.

14.6 The provisions of this Section are for the benefit of the Lenders, Leasehold Mortgagees and Assignees, as well as the Parties hereto, and shall be enforceable by the Lenders, Leasehold Mortgagees and Assignees as express third-party beneficiaries hereof. Landlord hereby agrees that none of the Lenders, Leasehold Mortgagees and Assignees, nor any Person for whom they may act, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of Tenant or shall have any obligation or liability to Landlord with respect to this Agreement except to the extent any of them becomes a party hereto pursuant to this Section or through the exercise of its rights or remedies and the written assumption of the Agreement or the easements granted hereunder. Any exercise by the Lenders, Leasehold Mortgagees and Assignees of any rights and remedies hereunder shall be deemed to be an acceptance of the terms and conditions of this Agreement and a substitution of such Lenders, Leasehold Mortgagees and Assignees as a party hereto and shall be subject to all rights, defenses and remedies available to Landlord, in each case subject to the terms of any non-disturbance, consent and recognition agreement entered into between or among the Lenders, Leasehold Mortgagees and Assignees and Landlord.

14.7 A Lender, Leasehold Mortgagee or Assignee shall have the absolute right: (a) enforce its lien and acquire title to Tenant's herein defined leasehold estate and easement rights by any lawful means; (b) to take possession of and operate the Leased Premises or any portion thereof, in accordance with the terms of this Agreement and to perform all obligations to be performed by Tenant under this Agreement, or to cause a receiver to be appointed to do so; and (c) to acquire such leasehold estate and easement rights by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer such leasehold estate to a third party.

14.8 To prevent termination of this Agreement or any partial interest in this Agreement, each Lender, Leasehold Mortgagee or Assignee shall have the right, but not the obligation, at any time prior to termination of this Agreement, to perform any act necessary to cure any default and to prevent the termination of this Agreement or any partial interest in this Agreement. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall give written notice of such default to each Lender, Leasehold Mortgagee or Assignee previously disclosed in writing to Landlord by Tenant, concurrently with delivery of notice to Tenant, specifying in detail the alleged event of default and the required remedy. Each such Lender, Leasehold Mortgagee or Assignee shall have the same amount of time to cure the default as to Tenant's interest in this Agreement as is given to Tenant. The cure period for each Lender, Leasehold Mortgagee or Assignee shall begin to run at the end of the cure period given to Tenant in this Agreement. Failure by Landlord to give any Lender, Leasehold Mortgagee or Assignee (of which it has been notified in writing) a notice of default shall not diminish Landlord's rights against Tenant, but shall preserve all rights of such Lender, Leasehold Mortgagee or Assignee to cure any default and to remove the Facility or other property of Tenant located on the Leased Premises.

14.9 If any default by Tenant under this Agreement cannot be cured without the Lender, Leasehold Mortgagee or Assignee obtaining possession of all or part of the Leased Premises and/or all or part of the Facility and/or all or part of Tenant's interest in this Agreement, then any such default shall be deemed remedied if: (a) within sixty (60) days after receiving written notice from Landlord, either Lender, Leasehold Mortgagee or Assignee shall have acquired possession of all or part of the Leased Premises and/or all or part of the Facility and/or all or part of such interest in this Agreement, or shall have commenced appropriate judicial or non-judicial proceedings to obtain the same; (b) the Lender, Leasehold Mortgagee or Assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (c) after gaining possession of all or part of the Leased Premises and/or all or part of the Facility and/or all or part of such interest in this Agreement, the Lender, Leasehold Mortgagee or Assignee performs all other

obligations as and when the same are due in accordance with the terms of this Agreement, but only for the period attributable to its possession of the Leased Premises; provided, however, that the Lender, Leasehold Mortgagee or Assignee shall pay the rent and perform all the other obligations of Tenant hereunder as of the date that Landlord could have terminated this Agreement for an event of default. If a Lender, Leasehold Mortgagee or Assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Tenant or any defaulting Assignee, as the case may be, from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing such proceeding shall be extended for the period of such prohibition. During any period of possession of the Leased Premises by a Lender, Leasehold Mortgagee or Assignee and/or during the pendency of any foreclosure proceedings instituted by a Lender, Leasehold Mortgagee or Assignee, the Lender, Leasehold Mortgagee or Assignee shall pay or cause to be paid the fees, rent and all other monetary charges payable by Tenant under this Agreement which have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Tenant's leasehold estate by the Lender, Leasehold Mortgagee or Assignee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale (all of which are included in the term "Assignee"), this Agreement shall continue in full force and effect and the Lender, Leasehold Mortgagee or Assignee shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and thereafter diligently process such cure to completion, and upon such completion of the cure of all defaults under the Agreement Landlord's right to terminate this Agreement based upon such defaults shall be deemed waived; provided, however, that the Lender, Leasehold Mortgagee or Assignee or such party acquiring title to Tenant's leasehold estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("**Non-curable defaults**"). Non-curable defaults shall be deemed waived by Landlord for purposes of this Agreement upon completion of foreclosure proceedings or acquisition of Tenant's interest in this Agreement by such party. This subparagraph shall not be deemed to act as a waiver of any Landlord rights in the event of a future default.

14.10 Any Lender, Leasehold Mortgagee or Assignee who acquires Tenant's leasehold interest, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Tenant by this Agreement incurred or accruing after the Lender, Leasehold Mortgagee or Assignee no longer has ownership of the leasehold estate or possession of the Leased Premises. Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Agreement as long as all rent and all other monetary charges payable by Tenant under this Agreement are promptly paid by the Lender, Leasehold Mortgagee or Assignee in accordance with the terms of this Agreement. The acceptance of rent by Landlord shall not be deemed a waiver of any other rights or remedy it may have under the Agreement at law or in equity.

14.11 If this Agreement terminates for any reason, including because of Tenant's default or if the leasehold estate is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy applicable requirements or other applicable requirements affecting creditor's rights and, within sixty (60) days after such event, Tenant or any Lender, Leasehold Mortgagee or Assignee shall have arranged to the absolute satisfaction of Landlord for the payment of rent, fees and other charges due and payable by Tenant as of the date of such event, then Landlord shall execute and deliver to such Lender, Leasehold Mortgagee or Assignee or designee, as the case may be, a new lease to the Leased Premises which (a) shall be for a term equal to the remainder of the Lease Term before giving effect to such rejection or termination; (b) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Tenant or any Lender, Leasehold Mortgagee or Assignee prior to rejection

or termination of this Agreement); and (c) shall include that portion of the Facility in which Tenant had an interest on the date of rejection or termination.

14.12 Nothing contained in this Section 14, or its subsection shall relieve Tenant, or its successors or assigns, from its obligation to indemnify and hold harmless Landlord and others as required by Section 7.1 herein.

14.13 The provisions of this section shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this section was a separate and independent contract made by Landlord, Tenant and each Lender, Leasehold Mortgagee or Assignee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such new lease, such Lender, Leasehold Mortgagee or Assignee may use and enjoy said Leased Premises in accordance with the terms of such new lease, provided that all of the conditions for a new lease as set forth above are complied with.

Section 15. Miscellaneous Provisions.

15.1 **Memorandum**. The Parties agree that this Agreement shall not be recorded in the public records. Landlord and Tenant shall execute in recordable form and Tenant shall then record in the land records of the locality where the Leased Premises are located a memorandum of this Agreement in the form attached to this Agreement as Exhibit C (the "**Memorandum**").

15.2 **Notices**. Any written notice, direction, instruction, request or other communication required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be delivered (i) personally to the Party to whom notice is to be given, (ii) by electronic mail to the Party to whom notice is to be given, (iii) by a recognized overnight delivery service to the Party to whom notice is to be given, or (iv) to the Party to whom notice is to be given, by first class registered or certified mail, return receipt requested, postage prepaid (with additional notice by regular mail), and addressed to the addressee at the address stated opposite its name below, or at the most recent address specified by written notice given to the other Party in the manner provided in this Section 16.2:

If to Landlord:

City of Milford, Delaware
201 S. Walnut Street
Milford, DE 19963
Attn: City Manager

With an electronic copy (which shall not be deemed notice absent delivery to the above) to:

Max B. Walton, Esquire
Connolly Gallagher LLP
mwalton@connollygallagher.com

If to Tenant:

Milford DE BESS 1 LLC
c/o Lightshift Energy
1201 Wilson Blvd, 25th Floor
Arlington, Virginia 22209
Attn: Rory Jones and Michael Herbert
Email: roryjones@lightshift.com and michaelherbert@lightshift.com

With an electronic copy (which shall not be deemed notice absent delivery to the above) to:

Tamir Ben-Yoseph, General Counsel
tamir@lightshift.com

15.3 **Entire Agreement; Amendments**. This Agreement constitutes the entire Agreement between Landlord and Tenant respecting its subject matter. Any other agreement, understanding or representation respecting the Leased Premises or any other matter not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. The Parties agree that upon completion of engineering and design work for the Facility and the completion of an ALTA survey delineating the Leased Premises and the Easement Areas, Exhibit B attached hereto may be amended, in Tenant's sole reasonable discretion, for Tenant to obtain leasehold title policies and obtain investment and/or financing for the Facility and Landlord will execute such amendments to this Agreement and/or the Memorandum as reasonably requested by Tenant.

15.4 **Confidentiality**. If either Party provides confidential information, including the terms of this Agreement, business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the Facility or of Landlord's business, and so designates such information clearly as confidential to the other ("**Confidential Information**"), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and refrain from using such Confidential Information except in the negotiation and performance of this Agreement and any other agreements related to the development, construction, operation and maintenance of the Facility. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a governmental authority, under applicable law or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. Notwithstanding anything to the contrary contained in this Section 15.4, a Party may disclose Confidential Information to its partners, employees, consultants, attorneys, accountants, current or potential mortgagees, lenders, purchasers or tenants of Landlord's Property to the extent reasonably necessary to (i) comply with the provisions of this Agreement, (ii) comply with applicable law and accounting standards, (iii) to properly operate or manage Landlord's Property. This Section 15.4 shall survive the expiration or termination of this Agreement.

15.5 Legal Matters and Waiver of Jury Trial. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware. Venue shall be proper in the judicial district where the Leased Premises is located. **EACH PARTY WAIVES ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING FROM THIS AGREEMENT, ANY TRANSACTION CONTEMPLATED THEREBY OR EFFECTED PURSUANT TO, ANY DEALING OR COURSE OF BUSINESS BETWEEN OR AMONG THEMSELVES RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT, OR ANY STATEMENT OR ACTION OF ANY OF THEM OR THEIR AFFILIATES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING, AND THIS WAIVER SHALL APPLY TO ALL DISPUTES OF ANY NATURE WHATSOEVER, WHETHER DERIVING FROM CONTRACT, ARISING BY LAW, BASED ON TORT OR OTHERWISE. EACH PARTY HAS MADE THIS WAIVER KNOWINGLY AND VOLUNTARILY AND THIS WAIVER IS IRREVOCABLE. THIS WAIVER SHALL ALSO APPLY TO ALL AMENDMENTS, SUPPLEMENTS, RESTATEMENTS, EXTENSIONS AND MODIFICATIONS OF THIS AGREEMENT AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.** In the event of litigation, this Agreement may be filed as a written consent to a trial by the court. The Parties agree that any rule

of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is waived. In any lawsuit arising out of or in connection with this Agreement, a party that succeeds in any lawsuit or other proceeding shall be entitled to payment of all documented and reasonable attorney's fees and other costs as a result thereof.

15.6 **Partial Invalidity**. Should any provision of this Agreement be held, in a final and un-appealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

15.7 **Counterparts**. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

15.8 **Cooperation**. Landlord shall reasonably cooperate with Tenant in the conduct of their operations consisting of the Facility, and in otherwise giving effect to the purpose and intent of this Agreement, provided that Landlord shall not be required to bear any cost in doing so.

15.9 **Relationship**. Neither this Agreement nor any other agreements or transactions contemplated in this Agreement shall in any respect be interpreted, deemed or construed as constituting Landlord, Tenant as partners or joint venturers, or as creating any partnership, joint venture, association or other relationship other than of landlord and tenant.

15.10 **Third Party Beneficiaries**. Except as otherwise expressly provided herein (including Sections 7 and 14), there are no third-party beneficiaries, actual or intended, under this Agreement.

15.11 **Condemnation**. If all or part of the Leased Premises is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "**Taking**"), Landlord shall provide Tenant with reasonable advance notice of any impending proceeding or meeting related to such Taking and shall not in the absence of Tenant settle with the Taking authority or agree on compensation for such Taking. The Agreement shall terminate as to any portion of the Leased Premises so condemned or taken (except in the case of a temporary Taking that prevents use and operation of the Facility, after the duration of which Tenant desires to continue the Agreement, and the Lease Term shall be extended, in such event, by the duration of such temporary Taking). Subject to any applicable law or regulation, if any, any award or other compensation ("**Award**") payable as a consequence of such Taking shall be paid as follows:

15.11.1 Landlord shall first be entitled to receive out of the Award the value of Landlord's fee interest in the Leased Premises, valued as if no Facility were on the Leased Premises;

15.11.2 Tenant shall next be entitled to receive out of the Award (A) the value of the Facility installed on the Leased Premises; (B) any other compensation or benefits payable by law as a consequence of the loss or interruption of Tenant's business and the other costs and expenses incurred by Tenant as consequence of the Taking; and (C) the remaining present value of Tenant's interest in the Leased Premises (determined at the time of the Taking), including the value of Tenant's interests under this Agreement; and

15.11.3 Landlord shall be entitled to any remainder of the Award.

15.12 **Captions**. The captions used in this Agreement are for convenience only and do not limit or amplify the provisions hereof.

15.13 **Force Majeure**. If performance of this Agreement or of any obligation under this Agreement is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference and the Lease Term shall be extended for the duration of the Force Majeure event. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance under this Agreement whenever such causes are removed. "**Force Majeure**" means any circumstance not within the reasonable control, directly or indirectly, of the Party affected, but only if and to the extent that (a) such circumstance, despite the exercise of due diligence, cannot be or be caused to be prevented, avoided or removed by such Party, (b) such event is not due to such Party's negligence or intentional misconduct, (c) such event is not the result of any failure of such Party to perform any of its obligations under this Agreement, (d) such Party has taken all reasonable precautions, due care, and reasonable alternative measures to avoid the effect of such event and to mitigate the consequences thereof, and (e) such Party has given the other Party prompt notice describing such event, the effect thereof and the actions being taken to comply with this Agreement. Subject to the foregoing conditions, "Force Majeure events" may include, without limitation: flood, drought, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; war, sabotage, vandalism, civil strife or other violence; strikes or labor disputes; pandemic; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of a party hereto.

15.14 Intentionally omitted

15.15 **Right of First Offer**. If Landlord decides to sell Landlord's Property during the Term of this Agreement, Tenant shall have the right of first offer to purchase same, provided that Tenant is not then in default of its obligations hereunder. Landlord shall give Tenant written notice of its intent to sell Landlord's Property, whereupon Tenant shall have thirty (30) days from its receipt of such notice to present Landlord with a written purchase offer in the form of a proposed purchase and sale agreement respecting Landlord's Property. Landlord shall promptly, in good faith, and in its sole discretion determine its acceptance or rejection of such offer, and thereafter communicate same to Tenant in writing. In the event Landlord does not accept Tenant's offer, Landlord shall have the right to forthwith market and sell Landlord's Property in its sole discretion. If Tenant declines to make a purchase offer or fails to do so within the aforesaid time period, Tenant's right of first offer hereunder shall be null and void and of no further force or effect, and in such event Landlord shall have the right to forthwith market and sell Landlord's Property in its sole discretion.

15.16 **Merger**. The Parties agree that this constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, agreements, representations, statements or communications, written or oral, all of which are deemed merged herein.

IN WITNESS WHEREOF, the parties have executed this Lease and Easement Agreement effective as of the Effective Date.

LANDLORD: City of Milford, Delaware

ATTEST:

_____(SEAL)
Katrina White
City Clerk

By:_____(SEAL)
THE CITY OF MILFORD,
a political subdivision of the State of Delaware

By:_____
Name: F. Todd Culotta
Title: Mayor

STATE OF _____)
) §
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, sworn to and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Affix seal here)

_____
Signature of Notary
Commission Expires: _____
Notary ID No.: _____

TENANT:

MILFORD DE BESS 1 LLC,

a Delaware limited liability company

By: _____
Name: Michael Herbert
Title: Authorized Signatory

COMMONWEALTH OF VIRGINIA)
)§
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, sworn to and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Affix seal here)

_____
Signature of Notary
Commission Expires: _____
Notary ID No.: _____

EXHIBIT A TO LEASE AND EASEMENT AGREEMENT

Description of Landlord's Property

Address: 252 Milford Harrington Highway, Milford, DE 19963

Parcel ID: 5-16-17300-01-602-0000

Legal Description: All that certain lot, piece or parcel of land, situate, lying and being in the City of Milford, Kent County, State of Delaware, containing 10.479 acres, more or less, and being known and designated as LOT 1A on a plot entitled "Milford Solar" prepared by Davis, Bowen & Friedel, Inc., dated September 2012 and recorded in the Office of the Recorder of Deeds, in and for Kent County, Delaware in Plot Book 119 page 2.

EXHIBIT B TO LEASE AND EASEMENT AGREEMENT

Description of the Leased Premises and Easement Areas; Site Layout

Address: 252 Milford Harrington Highway, Milford, DE 19963

Parcel ID: 5-16-17300-01-602-0001

Leased Premises Description: A 0.3-acre portion of the property located at 252 Milford Harrington Highway, Milford, DE 19963.

Site Plan:

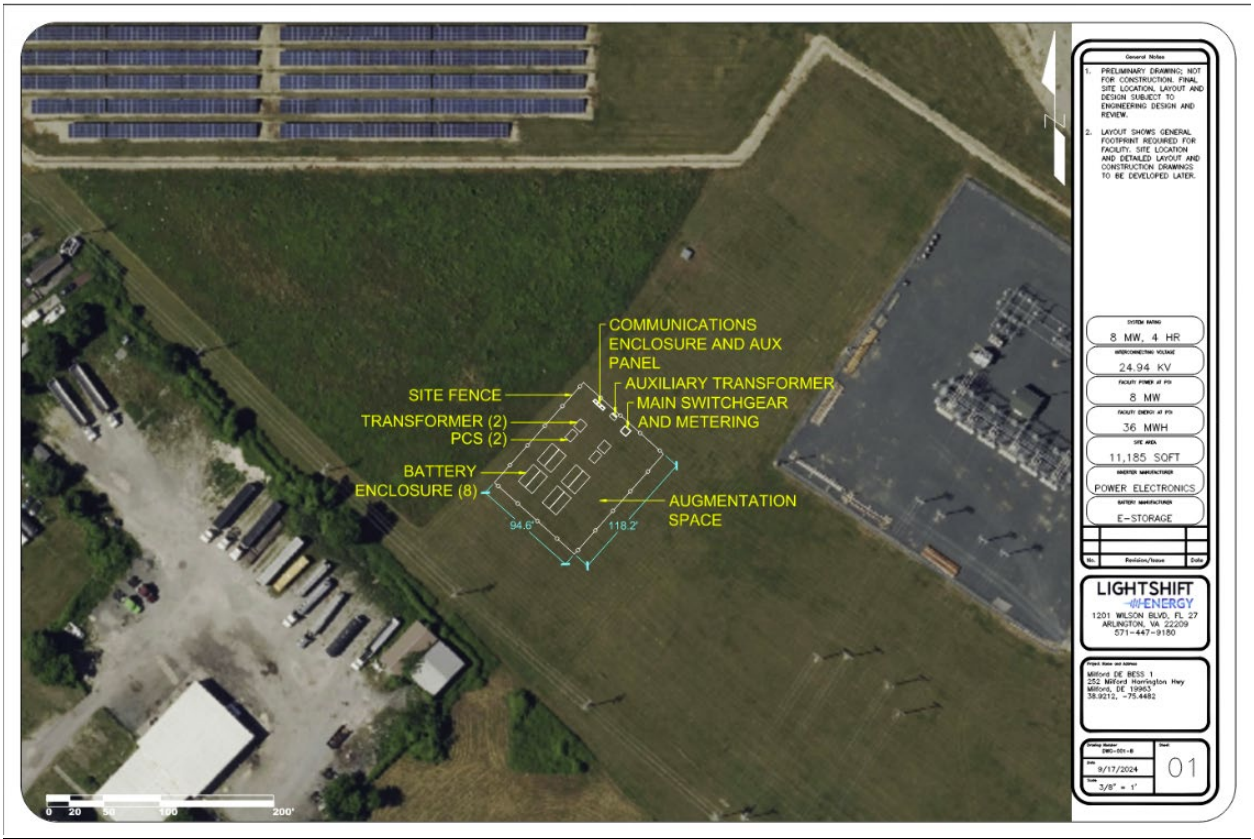


EXHIBIT C TO LEASE AND EASEMENT AGREEMENT

Memorandum of Lease Agreement

PREPARED BY, RECORDING REQUESTED BY AND RETURN TO:

Milford DE BESS 1 LLC
c/o Lightshift Energy
1201 Wilson Blvd, 25th Floor
Arlington, Virginia 22209

(Space above reserved for recording information)

MEMORANDUM OF LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this "**Memorandum**"), is made, dated and effective as of [_____], by and between City of Milford, Delaware, having a mailing address of 201 S. Walnut Street, Milford, DE 19963 (together with its successors and/or assigns, "**Landlord**"), and Milford DE BESS 1 LLC, a Delaware limited liability company, having a mailing address of c/o Lightshift Energy 1201 Wilson Blvd., 25th Floor, Arlington, VA 22209 (together with its successors and/or assigns, "**Tenant**"), with regards to the following:

1. Lease Agreement. Landlord and Tenant entered into that certain Lease and Easement Agreement (the "**Agreement**"), dated [_____] (the "**Effective Date**"), as may be amended, which affects certain real property located at 252 Milford Harrington Highway, Milford, DE 19963, as more particularly described in Exhibit B attached hereto (the "**Leased Premises**"), which is a portion of the real property more particularly described in Exhibit A attached hereto (the "**Landlord's Property**").

2. Grant of Rights. The Agreement grants Tenant an exclusive leasehold interest in the Leased Premises, and grants to Tenant the easements in, on, under, over or about the Landlord's Property specified therein; such easement rights include, without limitation, (a) an access easement for access and ingress and egress to and from the Leased Premises; and (b) an interconnection easement to extend transmission lines across a portion of the Landlord's Property and to interconnect with a utility structure located on or adjacent to the Landlord's Property.

3. Term. The term ("**Term**") Term of the Agreement shall commence on the Effective Date and expire on the twentieth (20th) anniversary of the date that the battery storage project to be constructed on the Leased Premises commences commercial operations. The Term may be extended, at Tenant's option, for up to four (4) additional terms of five (5) years each. Tenant shall have a six (6) month period following the expiration of the Term or the earlier termination of the Agreement to decommission the battery storage project.

4. Ownership of Project and Facility. Landlord shall have no right, title, ownership or other interest in any improvements, personal property or fixtures installed or erected by Tenant on Landlord's Property. All improvements installed or erected on Landlord's Property by Tenant shall not be deemed to be permanent fixtures (even if permanently affixed to Landlord's Property) and shall be and remain the sole, personal property of Tenant.

5. Assignment. Tenant's rights and obligations under the Agreement and Tenant's interest in the Leased Premises may not be assigned or otherwise transferred (including any transfer by operation of law without Landlord's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall be entitled (i) to collaterally assign its interests under the Agreement to secure any Tenant indebtedness relating to the battery storage facility, (ii) to assign the Agreement to an entity that is controlled by or under common control with Tenant, or (iii) to assign the Agreement in connection with a sale of the battery storage facility, in each case without Landlord consent.. The burdens of the Agreement and other rights contained in the Agreement shall run with and against the Leased Premises and easement areas, and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landlord and its successors and assigns. Landlord shall notify Tenant in writing of any sale, assignment or transfer of any of Landlord's interest in the Leased Premises, or any part thereof, and shall cause any such successor to agree to be bound by the terms of the Agreement.

6. Subordination. The Agreement provides that from and after its effective date, any right, title or interest created by Landlord in favor of or granted to any third party shall be subject to the Agreement and all of Tenant's rights, title and interests created thereby; provided that Tenant will enter into certain commercially reasonable subordination and non-disturbance agreements.

7. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Landlord and Tenant executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Tenant's rights thereunder.

8. Addresses.

If to Landlord:	If to Tenant:
The City of Milford 201 S. Walnut Street Milford, DE 19963 Attn: City Manager	Milford DE BESS 1 LLC c/o Lightshift Energy 1201 Wilson Blvd, 25th Floor Arlington, Virginia 22209 Attn: Rory Jones and Michael Herbert Email: roryjones@lightshift.com and michaelherbert@lightshift.com

9. Location of Original Agreement. A copy of the original Agreement is on file with Landlord and Tenant.

10. Right of First Offer. The Agreement contains a right of first offer in favor of Tenant with regards to Landlord's Property.

11. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

LANDLORD:

CITY OF MILFORD, DELAWARE,

a political subdivision of the State of Delaware

By: _____
Name:
Title:

STATE OF _____)
)§
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, sworn to and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Affix seal here)

_____
Signature of Notary
Commission Expires: _____
Notary ID No.: _____

TENANT:

MILFORD DE BESS 1 LLC,

a Delaware limited liability company

By: _____
Name: Michael Herbert
Title: Authorized Signatory

COMMONWEALTH OF VIRGINIA)
)§
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, sworn to and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Affix seal here)

_____
Signature of Notary
Commission Expires: _____
Notary ID No.: _____

EXHIBIT A TO
MEMORANDUM OF LEASE AND EASEMENT

Description of the Landlord's Property

Address: 252 Milford Harrington Highway, Milford, DE 19963

Parcel ID: 5-16-17300-01-602-0000

Legal Description: All that certain lot, piece or parcel of land, situate, lying and being in the City of Milford, Kent County, State of Delaware, containing 10.479 acres, more or less, and being known and designated as LOT 1A on a plot entitled "Milford Solar" prepared by Davis, Bowen & Friedel, Inc., dated September 2012 and recorded in the Office of the Recorder of Deeds, in and for Kent County, Delaware in Plot Book 119 page 2.

EXHIBIT B TO
MEMORANDUM OF LEASE AND EASEMENT

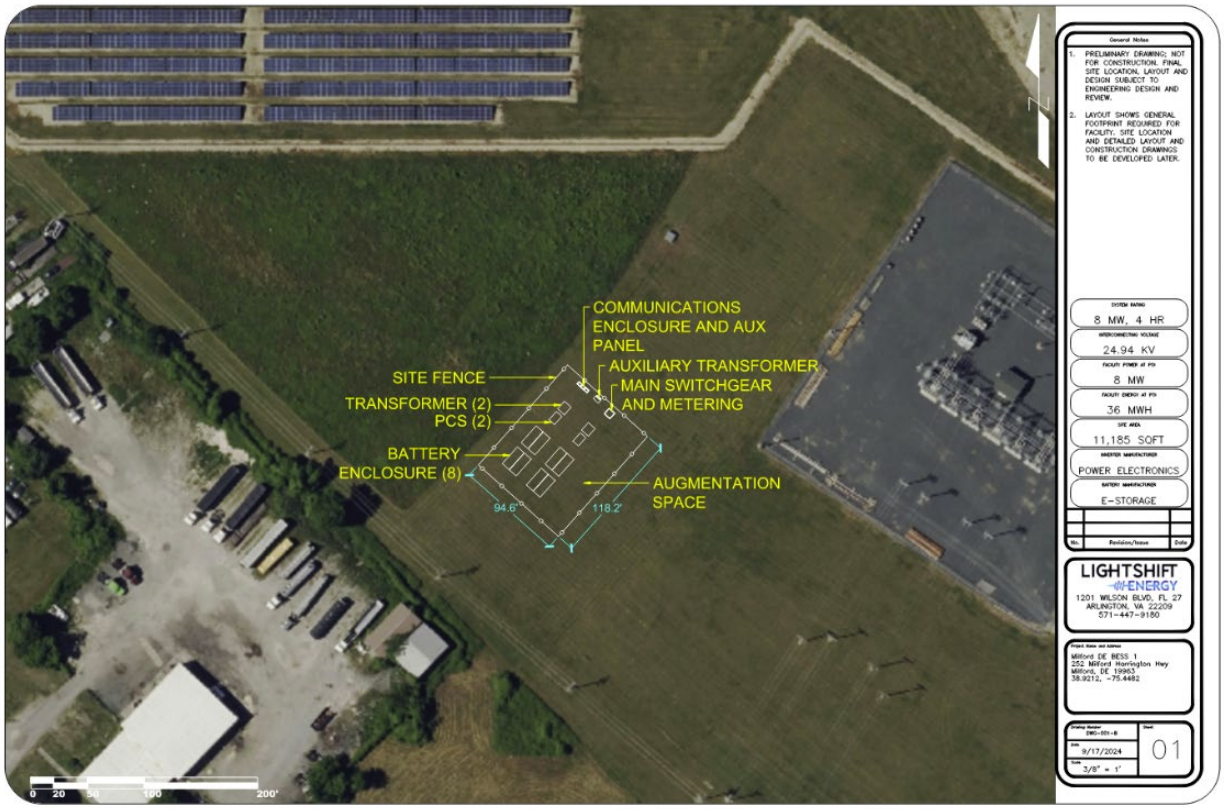
Description of the Leased Premises, Easement Areas and Site Plan

Address: 252 Milford Harrington Highway, Milford, DE 19963

Parcel ID: 5-16-17300-01-602-0001

Leased Premises Description: A 0.3-acre portion of the property located at 252 Milford Harrington Highway, Milford, DE 19963.

Site Plan:



PUBLIC WORKS DEPARTMENT
180 Vickers Drive
Milford, DE 19963

THE CITY of Milford DELAWARE

PHONE 302.422.1110
FAX 302.422.1117
www.cityofmilford.com

To: Mayor and City Councilmembers
From: Tony Chipola, Electric Director
Subject: Land Lease Agreement for Battery Storage Project
Date: July 9, 2025

This memo requests the City Council's consideration and approval of a land lease agreement with Lightshift Energy. The agreement is for constructing and operating a battery storage system that interconnects to the City's municipal electric utility. This project is important for enhancing the reliability and efficiency of the electric grid, especially with the increase of solar energy generation within the city.

Lightshift plans to install an 8MW / 40MWh battery energy storage system (BESS) on City-owned land located at 252 Milford Harrington Highway (Parcel ID: 5-16-17300-01-602-0000) and currently zoned C-3 (Highway Commercial District). This BESS will work with the City of Milford's electric utility to provide key grid support services.

The project offers several key benefits to Milford and its residents:

- Grid Stabilization: The BESS will act as a controllable load during high solar generation, absorbing excess energy and preventing potential reverse power conditions at substations.
- Enhanced Reliability: The BESS will help maintain a consistent power supply by storing and dispatching energy as needed, especially during low solar production or grid disturbances.
- Support for Solar Integration: The BESS will assist with the further integration of renewable energy sources, such as existing or planned solar projects.
- Potential Cost Savings: By managing energy flows, the BESS can potentially reduce peak demand charges for the municipal utility, benefiting residents.
- Environmental Sustainability: This project supports the City's commitment to clean energy and reducing its carbon footprint.

The developer will be responsible for the design, construction, operation, and maintenance of the BESS, including securing all necessary permits and approvals. The developer will also work with the City of Milford's electric utility to ensure seamless interconnection and operation of the BESS with the local grid.

Recommendation:

Staff recommends that City Council approve the land lease agreement with Lightshift Energy and authorize the Mayor to execute the necessary documents.

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

THE CITY of Milford DELAWARE

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

TO: Mayor and City Council

FROM: Rob Pierce, AICP - Planning Director

CC: Mark Whitfield – City Manager

DATE: July 14, 2025

RE: Demolition of Accessory Structure – 111 & 113 Lovers Lane

---

The Planning Department requests an appropriation of $6,100 from General Fund Reserves to the Planning Department *Demolition* budget line (10174051-596810) to cover expenses associated with the demolition and clean-up of a dilapidated detached garage located at 111 and 113 Lovers Lane. The detached garage is shared between the two property owners and is situated half on one parcel and half on the other parcel. Written quotes were obtained with MOB Ventures of DE, LLC being the lowest bid. The expenses associated with the demolition will be placed equally on both parcel's property taxes.

Staff recommends City Council authorize the appropriation of $6,100 from General Fund Reserves be allotted to the Planning Department Demolition budget line (10174051-596810) for the demolition of a detached garage located at 111 and 113 Lovers Lane.