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

Council Meeting Agenda
August 25, 2025

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6:30 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

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1. 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. Approval of Previous Minutes

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8. Recognition

9. Public Hearings/Comments/Final Determination ℗

Ordinance 2025-12 Electric Rules and Regulations ℗

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Ordinance 2025-14 Carlisle Lane, LLC/Preliminary Major Subdivision ℗

b. Carlisle Lane - Packet 98 - 235

10. Communications & Correspondence

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11. Unfinished Business

12. New Business

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Board of Adjustment
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Parks & Recreation Advisory Board

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Authorization/Bayhealth Fiber Lease Agreement

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Authorization/Sewer and Water Agreement/Lands belonging to Laura Quintero-4 Lexington Drive County Tax Parcel 3-30-11.00-163.00

c. SEWER AND WATER AGREEMENT - QUINTERO - 4 LEXINGTON DR - 081925 Rev2 260 - 265

Authorization/Annexation Plan of Services/Revocable Trust of Pamela Davis Thompson/2 Brandywine Rd

d. Plan of Services - 081525 266 - 416

13. 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.

081825
081925 Item removed & rescheduled for 090825

CITY OF MILFORD
CITY COUNCIL MEETING MINUTES
February 24, 2025

The City Council of the City of Milford met in the Joseph Ronnie Rogers Council Chambers in Regular Session on Monday, February 24, 2025.

PRESIDING:	Mayor F. Todd Culotta
IN ATTENDANCE:	Councilmembers Daniel Marabello, Madula Kalesis, Nadia Zychal, Lori Connor, Michael Stewart, Nirmala Samaroo, and Jason James, Sr.
STAFF:	City Manager Mark Whitfield, Chief Cecilia Ashe, and City Clerk Katrina White
COUNSEL:	Solicitor David Rutt, Esquire

Public Comment Period

Brian Beachaver, 1008 Lemuel Street, Milford, DE 19963, spoke and had concerns about safety in the area of Lulu Ross Elementary School. He would like to see sidewalks put in the area so that the children can walk safely.

Call to Order - Mayor F. Todd Culotta

Mayor Culotta called the regular meeting to order at 6:03 pm.

Roll Call

Roll Call showed that there were nine members present. Councilmember Connor was present virtually.

Invocation and Pledge of Allegiance

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

Approval of the Agenda

Councilmember Stewart made the motion to approve the agenda. Councilmember James seconded.

The motion carried unanimously. 8-0

Approval of Previous Minutes

Councilmember Stewart made the motion to approve November 25, 2024, meeting minutes. Councilmember Zychal seconded.

The motion carried unanimously. 8-0

Recognition

There was no recognition.

Public Comments/Final Determination ℗

Ordinance 2025-02 ℗

Amendment to City of Milford Code

Chapter 174 Property Maintenance/Habitual Offenders

Solicitor Rutt read the Rules of public comments.

Planning Director Rob Pierce reviewed Ordinance 2025-02 which amended Milford City Code Chapter 174 Property Maintenance to include Habitual Offenders. The ordinance was included in the packet.

Councilmember Marabello inquired about who would be responsible for enforcing the violations. Director Pierce responded that Code Enforcement would be responsible for enforcing the ordinance.

The floor was opened for public comment. There were no public comments.

Councilmember James made the motion to adopt Ordinance 2025-02 to amend Chapter 174 Property Maintenance adding language pertaining the habitual offenders and increasing the minimum and maximum property maintenance code violation fine amounts. Councilmember Zychal seconded.

Yes Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson and Jason James

The motion carried unanimously. 8-0

Ordinance 2025-03 ℗

Amendment to City of Milford Code

Chapter 125 Fiber Optics

Electric Director Tony Chipola reviewed the ordinance 2025-03 that amends Milford City Code Chapter 125 Fiber Optics and removes the existing table of fees.

The floor was opened for public comment. There were no public comments.

Councilmember Samaroo made the motion to adopt Ordinance 2025-03 to amend Chapter 125 Fiber Optics as described. The amendment will streamline the process for managing fiber optic cable leases, and ensure fairness and current pricing to reduce administrative burden on the city staff. Councilmember Wilson seconded.

Yes Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson and Jason James

The motion carried unanimously. 8-0

Communications & Correspondence

Councilmember Wilson recognized February as being Black History Month and expressed pride in being a black American and in representing the African American community. She also expressed gratitude for the progress made in which everyone lives and interacts together in the City of Milford.

Councilmember Kalesis reported receiving a call from Mr. Beachaver regarding the sidewalks and visited the area to observe the situation. She suggested that the council also inspect the area and stated that she believes that it warrants attention.

Mayor Culotta thanked Police Chief Ashe and the Milford Police Department for assisting his father after a fall, and acknowledged the assistance provided by Corporal Breckner and Officer Omens.

Unfinished Business

There was no unfinished business.

New Business

Authorization/ DNREC/Mosquito Control Service

City Manager Whitfield reviewed the DNREC Mosquito Control Service Agreement that was included in the packet that permits spraying within the city each year.

Councilmember Marabello made a motion to approve the renewal of the DNREC Mosquito Control Service Agreement for this year. Councilmember Zychal seconded.

Yes Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson and Jason James

The motion carried unanimously. 8-0

Adoption/Resolution 2025-02/ Proposal for Bond Issuance and Establishment of Hearing Date

Lou Vitola, Senior Accountant, reviewed Resolution 2025-02 which sets a public hearing date for the project for growth driven water improvements that include a water tower, production wells and water treatment and the referendum process.

Councilmember James made the motion to approve Resolution 2025-02 to initiate the no tax increase, no utility rate increase bond referendum to meet the funding requirements for the water infrastructure improvement plan for the northwest area of the city. Councilmember Wilson seconded.

Yes Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson and Jason James

The motion carried unanimously. 8-0

Adoption/Resolution 2025-03/ Solid Waste Refuse Rates

Lou Vitola, Senior Accountant, explained that Utility Financial Solutions, LLC is nationally recognized in the area of rate studies, cost of service studies and other financial and accounting related studies that meet the best practices of publicly owned utilities throughout the country. They do a lot of work on behalf of Appa, which is the American Public Power Association, and the firm has done work for the City of Milford in terms of solid waste rates, water and sewer rates, the electric cost of service study in 2019, the cost of service study in 2019, and the rate refresh that was just did in 2022 or 2023. He also stated that they are also working on water and sewer rate refreshes and the impact fee studies along with electric connection fee studies. He said that they do excellent work.

Dawn Lund, UFS, Utility Financial Solutions, LLC reviewed the presentation that was included in the packet.

Councilmember Marabello made the motion approve Resolution 2025-03 to accept the new rates for the next 5 years as proposed on the schedule that was provided. Councilmember Kalesis seconded.

Yes Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson and Jason James

The motion carried unanimously. 8-0

Adjournment

Mayor Culotta asked for a motion to adjourn at 6:36.

Councilmember Marabello made the motion to adjourn. Councilmember Stewart seconded.

Yes Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson and Jason James

The motion carried unanimously. 8-0

Workshop

Mayor Culotta opened the workshop at 6:42 pm.

Presentation/Elevated LLC/Armory

Lillian Harrison, Elevated Community Development Corporation, reviewed the presentation that was included in the packet and gave an update on their operations highlighting their role as a workforce organization housed within the Milford Armory, which also functions as a separate community service center.

She stated that their mission is to elevate communities by fostering economic self-sufficiency, providing opportunities for individuals to thrive, creating an equitable society, and advocating for social change. They have consistently adhered to this mission since their inception, expanding services across Delaware and into Maryland's Eastern Shore.

She explained that ECDC has significantly grown its team, hiring an Executive Director, two Site Managers, and a Marketing person, with plans for additional staff and interns working in various career paths statewide.

Ms. Harrison noted ECDC's core programs:

Workforce Development**:** Offers skills training, job placement in diverse sectors (e.g., medical, banking, legal, construction – not just entry-level), and internships that are free to employers and often lead to full-time positions.

Reentry Program: Their flagship program, it focuses on job placement for formerly incarcerated men (with wages ranging from $15 to $38/hour), providing counseling, mentoring, and wraparound services. They are looking to deepen services by engaging individual's pre-release and expanding transitional housing.

Community Development: This program involves neighborhood revitalization, including the development of 13 affordable single-family homes in Seaford and 30 studio units in Georgetown, with segments carved out for individuals with disabilities, aging-in-place residents, and displaced veterans. They also provide housing counseling (foreclosure mediation, credit establishment, home purchasing assistance) and are heavily involved in advocacy and policy, holding seats on numerous state and county boards, including the Governor's housing task forces.

She continued to explain that that ECDC has a 96% success rate across its core programs. They have created over 100 jobs, supported entrepreneurs through business advising and access to capital (including a unique credit-building mechanism for incarcerated individuals), and serviced over 200 individuals. Their housing projects alone represent over $3 million in development.

Historically reliant on private donations, ECDC is actively diversifying its funding sources to ensure long-term sustainability, seeking corporate sponsors and exploring investment opportunities.

ECDC prioritizes professional development, mentoring, and continued education for its growing team in partnering with Delaware Technical and Community College. They aim to significantly increase volunteer engagement in the coming year, becoming more visible and active within the community.

She concluded with the organization is deeply committed to diversity, equity, and inclusion, and the Milford Armory serves as a vibrant community hub hosting various activities, classes, and events.

The Council thanked Ms. Harrison for the good work that she is doing with Elevated CDC in the community.

Pay Study Update/Evergreen Solutions, LLC

City Manager Whitfield stated that the City of Milford is conducting a pay study with Evergreen Solutions to ensure fair pay across all departments and to keep salaries competitive with the market. He explained that Evergreen Solutions LLC is the same firm that did the previous study four years ago and was chosen again for its expertise and cost-effectiveness.

Michael Misrahi, a consultant from Evergreen Solutions LLC gave an update and explained the three phases of the current pay study:

Internal Data Collection: Reviewing the city's current compensation practices.

Employee Data Collection: Surveying employees to update job descriptions and understand their actual duties.

External Market Data Collection: Benchmarking city positions against 38 peer organizations in Delaware and Maryland.

He also provided key points of clarification:

Cost of Living: The study adjusts all data for regional cost of living differences to ensure fair comparisons.

Job Titles vs. Duties: The study focuses on actual job responsibilities, not just titles, to ensure that employees are appropriately classified and compensated. The consultant noted that their work often leads to recommendations for job title changes to better reflect the work being performed.

Evergreen Solutions LLC expects to present draft recommendations to the city within the next 30 days.

Presentation/Customer Service Update

Suzannah Frederick gave the Customer Service update that was included in the packet on pages 100-108.

The customer service and billing department has been busy with staffing changes, new software implementations, and a growing workload due to city expansion.

Staffing & Team Roles: The department recently hired a new cash operations clerk, Stacey Wilkins, who has 20 years of lending experience. Other key team members include Julie Eisenbrey and Vicki Jones, who are billing leads. Julie manages utility rates and third-party vendors, while Vicki was instrumental in the recent Tyler Tax software implementation. Carol Scott focuses on manual deed entry and property updates, and the bilingual staff member, Zuli Ramos-Diaz, is a key asset for communication with a diverse customer base.

Payment & Operations: While there's a push for online payments, 43% of payments are still manually entered. The department also handles a high volume of phone payments, with an average of 400 calls per month. With the new Tyler Tax system and the existing Central Square and Avalon software, the cash operations clerks now work with multiple systems, requiring extensive cross-training.

Technology & Efficiency: The department utilizes a Rave system to send automated calls and emails to customers at risk of disconnection. This has made the process more efficient and reduced the number of actual disconnects. The team also uses a real-time leak report, running it twice a week, to proactively notify customers of potential leaks and prevent costly bills.

Growth & Workload: The city's rapid growth has led to a significant increase in electric and tax accounts, with over 1,300 new electric accounts since 2020. The department's workload is consistently high, handling an estimated 2,000 phone calls a month in addition to other operational tasks.

Future Initiatives: The department is exploring further training opportunities through DMEC and other municipalities to improve customer service skills and conflict management. They are also considering a new document management software and are in discussions to potentially upgrade their utility billing software to a more automated system.

Proposed Deed Restrictions/MCC

Planning Director Rob Pierce reviewed the proposed deed restrictions for the Milford Corporate Center. He explained that the City of Milford is considering new deed restrictions for the Milford Corporate Center that would create a structure similar to a homeowner’s association. The goal is to set standards for property use and architectural design to maintain a high-quality, professional appearance for the park

Property Use Restrictions: The proposed restrictions would cover aspects such as nuisances, parking, signage, and maintenance. While some of these already align with city code, others would be new standards.

Architectural Review Committee: The draft calls for an Architectural Review Committee to oversee new projects and building modifications.

Director Pierce posed two main questions to the council:

Level of City Involvement: Should the city's role be short-term, with control eventually turned over to the property owners (similar to a residential HOA), or should the city maintain long-term oversight in perpetuity?

Architectural Standards: Does the council want staff to develop specific architectural design standards for the buildings?

Council members expressed a strong preference for the city to maintain long-term control over the corporate center. They voiced concerns that handing over management to a private association could lead to a decline in standards, as seen in some residential HOAs.
The consensus was that while the city should avoid being overly restrictive and scaring off potential customers, it must maintain a level of oversight to ensure the corporate center remains aesthetically pleasing and a source of pride for the city.

The council agreed that the Planning Commission, which currently serves this function for other business parks, could act as the review body for new projects. However, the ultimate authority and decision-making for these matters should remain with the City Council.

The discussion highlighted a desire to finalize these guidelines in collaboration with Emory Hill, the firm managing the project, and the city solicitor, with the understanding that the first few tenants will set a precedent for future development.

Enterprise Permitting & Licensing Credit Card Fees

Planning Director Pierce reviewed the Enterprise Permitting & Licensing Credit Card Fees presentation that was included in the packet on pages 154-159.

He explained that the city is incurring significant credit card transaction fees, which is especially problematic for payments like the Kent County sewer fee, where the city gets nothing in return. This issue is also anticipated for large utility bill payments.

He explained that the solutions were that the city could either absorb the fees as a cost of doing business or charge a convenience fee to the customer.

Council members generally agreed that the city should not absorb the fees and that they should be passed on to the customer. They emphasized the need for transparency, stating that the fee should be clearly outlined to the customer as an option.

Lou Vitola, Senior Accountant explained the difference between governmental transactions (like permits and taxes), where passing on the fee is standard practice, and utility operations, where absorbing the fee can be a strategic way to mitigate collection risk.

The consensus was to outline the fee and provide customers with a choice between using a credit card and paying the fee or using an alternative payment method.

Adjournment

The workshop concluded at 8:28 pm

Respectfully submitted,

Katrina L. White, MMC
City Clerk/Recorder

CITY OF MILFORD

CITY COUNCIL MINUTES

April 28, 2025

The City Council of the City of Milford met in the Milford City Hall in Regular Session on Monday, April 28, 2025.

PRESIDING:	Mayor F. Todd Culotta
IN ATTENDANCE:	Councilmembers Daniel Marabello, Madula Kalesis, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson and Jason James, Sr.
STAFF:	City Manager Mark Whitfield, Chief Cecilia Ashe, and City Clerk Katrina White
COUNSEL:	Solicitor David Rutt, Esquire

Public Comment

Solicitor Rutt read the public comment rules.

Kathy Stetson, 311 S. Walnut Street, Milford, DE 19963, spoke in favor of the Deep Branch Park project. She highlighted the benefits of parks for citizens of all ages, including beautiful spaces, outdoor gathering, and community building. She noted that the city had already taken significant steps, including purchasing the property, obtaining grant funding, and developing plans that appear beautiful and thoughtfully designed with various recreational opportunities. She encouraged the Council to continue developing the park for the benefit of all Milford residents

She also stated that May 1, 2025, was National Law Day and requested the Milford City Council to adopt a resolution affirming its commitment to the rule of law, a foundational principle of the United States celebrated nationally since 1958. She asked for the resolution to specifically state the city's commitment to due process for all accused individuals and the right to defend oneself in court before incarceration.

Call to Order - Mayor F. Todd Culotta

Mayor Culotta called the meeting to order at 6:04 pm.

Roll Call

There were nine members present.

Invocation and Pledge of Allegiance

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

Approval of the Agenda

Councilmember James made a motion to approve the agenda. Councilmember Samaroo seconded.

Yes	Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson, and Jason James

The motion carried unanimously. 8-0

Recognition

Proclamation 2025-06 Professional Municipal Clerks Week

Mayor Culotta read Proclamation 2025-06 for Professional Municipal Clerks Week.

Proclamation 2025 06 Professional Municipal Clerks Week

Mayor Culotta acknowledged City Clerk White's coordination, and organization of the recent Special Election.

Public Hearings/Comments/Final Determination ℗

Ordinance 2025-07 Personnel/Emergency Conditions

Solicitor Rutt read the public hearing rules into the record.

City Manager Whitfield introduced the purpose of Ordinance 2025 07 - Personnel/Emergency Conditions. He stated that this ordinance is being updated to reflect the city's increased capacity for employees to work from home, a change prompted by past emergency situations where buildings closed. Previously, employees who worked during emergency closures received time and a half. Now, with most employees able to work remotely, the ordinance is being adjusted to allow employees to work from home during such situations. For those unable or unwilling to work from home, the option of using benefit time for a day off will be available.

Human Resources Director Jamesha Williams explained that the proposed work-from-home policy aligns with the personnel manual, which was adopted in April 2018 and is regularly updated to reflect changes in the workforce and policies. This new policy enables remote work capabilities for both essential and non-essential employees. While some essential personnel will still need to report to the office, this policy aims to ensure the continuity of

daily operations for the majority of the workforce, even during weather events or other emergencies.

There were no public comments.

Councilmember Samaroo made the motion to adopt Ordinance 2025-07. Councilmember Wilson seconded.

Yes	Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson, and Jason James

The motion carried unanimously. 8-0

2025 07 Personnel Section 6.08 Emergency Conditions

Communications & Correspondence

Councilmember Zychal reported that she had a resident who wanted to thank the city for its involvement in the Bug and Bud Festival that went off flawlessly with the inclement weather and appreciated the addition of the city trucks blocking off the areas along with the barriers.

City Clerk White thanked numerous individuals and departments for their crucial assistance in the recent special election/referendum. She thanked the Public Works Department, Charlie Nordberg, Brian Jester for set up, Parks & Recreation for the downtown banner, the IT Department for morning set up, Customer Service, Finance, Milford PD, Milford Library, Milford Chamber (for posting notices), Lauren Swain and Valerie Heritage (for website and online postings), Lou Vitola and Kevin Gaboriault for behind-the-scenes financial work, the Board of Election - Karen Boone, Carlene Wilson, Donna Merchant, and the election day workers, Kayla Boone, Laurie Earhart, William Hughes, Shanika Kirby, Lisa Levis, Sean O'Neill, Tommy Henderson, RJ Skinner, and Deputy City Clerk Milanie Velazquez. She stated that the success of the special election/referendum was a collective effort.

She then read the Special Election Report for April 26, 2025.

The Board of Election for the city of Milford met on Monday, April 28, 2025, to certify the results of the 2025 Milford Water Utility Project Funding Special Election. Upon completion of the audit and certification of machine and absentee votes, cast the Board members hereby certify the following results:

For the proposed borrowing - 135

Against the proposed borrowing - 21.

The total votes: 157

1 undervote and 0 rejected absentee ballots.

Therefore, the proposal is hereby approved by the city of Milford Board Members, Karen Boone, Carlene Wilson, and Donna Merchant.

Councilmember Samaroo reported that she had a resident from the 3rd ward complain about the smell from Seawatch.

City Manager Whitfield reported that the Council on Development Financing with the State approved an additional $1.4 million in Site Readiness funds for the Milford Corporate Center. This brings the total Site Readiness funding received by the city for this project to $2.5 million. He acknowledged and thanked Lauren Swain, Rob Pierce, Lou Vitola, and Kevin Gaboriault for their work in preparing and applying to obtain the funding.

Councilmember Wilson reported that they held the first meeting for the annual Juneteenth Celebration, which will take place on June 19, 2025. They are actively planning for what they hope will be a wonderful event, aiming for it to be as good as or even better than the previous year, and they encourage everyone to come out and show their support.

Councilmember Zychal thanked the Carlisle Fire Department for writing a letter emphasizing the importance of public safety regarding water infrastructure and the necessity of passing the recent referendum

City Solicitor Comments

City Solicitor Rutt submitted a letter of resignation. He stated that it has been his pleasure to serve the city council and offered well wishes as they determine Milford's place in the future.

Unfinished Business

There was no unfinished business.

New Business

Charter Change Update

City Manager Whitfield gave an update on the charter change, as directed by the Council. He contacted Representatives Shupe and Postles to attend the meeting. While Representative Postles did not respond, Representative Shupe did. After discussing the Council's concerns and deliberations regarding the charter change, Representative Shupe stated that he would endorse and champion it in the House if a single change was made. This change involved restricting the use of eminent domain for recreational purposes both inside and outside the

city. Currently, it only restricted outside the city. Representative Shupe also indicated that he spoke with Representative Postles, who would also support this change.

Councilmember James made the motion that the charter change that was presented to the state legislators be amended to remove the language "of outside of city limits" so that it included inside and outside. Councilmember Wilson seconded.

Yes	Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson, and Jason James

The motion carried unanimously. 8-0

Authorization/Change Order/ 2024 Utilities and Street Rehabilitation Contract 2023-EN/ST-002

Public Works Director Shaffer explained the change order that was included in the packet. He stated that staff would like Council's approval to create a change order to the contract for an additional $500,000 to do additional roadways.

Councilmember James made the motion to authorize a change order to contract 2023-EN/ST-002 in the amount of $500,000 to proceed with additional road improvements. Councilmember Samaroo seconded.

Yes	Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson, and Jason James

The motion carried unanimously. 8-0

Change Order Utility and Street Rehab Contract

Authorization/Purchase/Public Works/Gas Chlorine System

Director Shaffer explained the need for the purchase of the gas Chlorine System. He stated that staff would like to get Council's approval, to purchase the first chlorine scrubber for 10th Street at a contract price of $75,000.

Councilmember James made the motion to authorize a purchase order in the amount of $75,000 to acquire the chlorine scrubber system to replace the chlorine tablets to move to gas. Councilmember Zychal seconded.

Yes	Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson, and Jason James

The motion carried unanimously. 8-0

Water Treatment Chlorine Scrubber Purchase

Authorization/S. Washington Street Well-3R/Additional Maintenance

Director Willis explained the S. Washington St. Well project. City Manager Whitfield stated that they were requesting Council's authorization to do the change order to do the relining.

Director Willis explained that relining is a process like what's done with sanitary sewers, where a thin layer is installed inside the existing pipe or casing.

Councilmember James made the motion for Council to approve the total cost to rehabilitate Well-3R in the amount of $77,720 to come out of O&M budget and CIP $42,000 and $35,000 out of O&M Budget. Councilmember Marabello seconded.

Yes Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson, and Jason James

The motion carried unanimously. 8-0

Required Additional Maintenance Well 3-R

EXECUTIVE SESSION

Mayor Culotta thanked Councilmember Samaroo. He acknowledged her four years of service and noted that this was her last council meeting before the Annual Organizational Meeting.

Motion to Recess into Executive Session

Mayor Culotta asked for a motion to go into Executive Session at 6:47 pm.

Councilmember James made a motion to go into Executive Session. Councilmember Connor seconded.

Yes Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson, and Jason James

The motion carried unanimously. 8-0

Councilmember James made the motion that the Executive Session would include Solicitor Rutt, City Clerk White, HR Director Jamesha Williams, and City Manager Whitfield. Councilmember Marabello seconded.

Yes Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson, and Jason James

The motion carried unanimously. 8-0

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

Return to Open Session

Mayor Culotta asked for a motion to return to open session at 7:31 pm.

Councilmember James made a motion to return to open session. Councilmember Kalesis seconded.

Yes	Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson, and Jason James

The motion carried unanimously. 8-0

Clarification on City Manager Recruitment Process

City Manager Recruitment Process Memo

Potential Vote/Personnel – City Manager Recruitment Process

Councilmember James made the motion that all motions and votes after March 24, 2025, be rescinded related to the City Manager Recruitment. Councilmember Wilson seconded.

Yes	Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson, and Jason James

The motion carried unanimously. 8-0

Councilmember Connor stated that she would like to reaffirm her motion from March 24, 2025, to make it clear.

City Clerk White read Councilmember Connor's motion from March 24, 2025, for the record:
I'd like to make a motion to rescind the motion from March 20th and to have the recruiter reevaluate the most current documents for candidates, 1, 2, 3, and 4, and then for any candidates that are determined to meet all qualifications, return for a second round of interviews with council and city department panel, and have the recruiter prepare our documents and to oversee the process and kind of lead the way. I amend my prior motion to say that we will be rescinding all 3 motions from March the 20th.

Councilmember Connor made the motion, "I'd like to make a motion to rescind the motion from March 20th and to have the recruiter reevaluate the most current documents for candidates, 1, 2, 3, and 4, and then for any candidates that are determined to meet all qualifications, return for a second round of interviews with council and city department panel, and have the recruiter prepare our documents and to oversee the process and kind of lead

the way. I amend my prior motion to say that we will be rescinding all 3 motions from March the 20th. Councilmember Kalesis seconded.

Yes	Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson, and Jason James

The motion carried unanimously. 8-0

Councilmember Marabello asked if HR Director Williams would be in charge of the recruitment process.

Councilmember Connor stated that her motion clarified that they would like HR Director Williams and the recruiter to be a part of the process and lead the way.

The council was all in agreement.

Adjournment

Mayor Culotta asked for a motion to adjourn.

Councilmember Kalesis made the motion to adjourn. Councilmember Zychal seconded.

Yes	Madula Kalesis, Daniel Marabello, Lori Connor, Nadia Zychal, Michael Stewart, Nirmala Samaroo, Katrina Wilson, and Jason James

The motion carried unanimously. 8-0

The meeting adjourned at 7:36 pm.

Respectfully submitted,

Katrina L. White, MMC
City Clerk/Recorder

CITY OF MILFORD
CITY COUNCIL MEETING MINUTES
August 11, 2025

The City Council of the City of Milford met in the Joseph Ronnie Rogers Council Chambers in Regular Session on Monday, May 12, 2025.

PRESIDING:	Mayor F. Todd Culotta
IN ATTENDANCE:	Councilmembers Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson and Jason James, Sr.
ABSENT:	Councilmember Madula Kalesis
STAFF:	City Manager Christopher Coleman, Chief Cecilia Ashe, and City Clerk Katrina White
COUNSEL:	Solicitor David Rutt, Esquire

Public Comment

Julie Morris, 74 Cedar Beach Road, Milford, DE 19963, was present and expressed concern regarding Truitt Ave and potential conflicts of interest. She first inquired about a bid from Brendon Warfel Construction for the new police department pole barn. She questioned whether the bid includes the cost of material removal and labor, and what the city's anticipated costs would be for interior finishing. She feels these details were not explicitly stated.

She expressed strong opposition to the development on Truitt Avenue, which she stated had been granted 32 separate variances. She highlighted specific issues. One being Flood Risk. She stated that parts of the project are in a FEMA-designated floodway (Zone A) and that new residential construction is prohibited there unless a "no rise" in flood levels can be proven. She cited Delaware data indicating a 26% flood damage risk over a 30-year mortgage. Another issue being Environmental Violations. She stated that the project violates wetland buffers, sidesteps the rezoning process, lacks state approval (DNREC), and ignores open space requirements by counting floodplains as recreational areas.

Ms. Morris also expressed concern regarding the Board of Adjustment. She stated that the Board of Adjustment is acting as a "rubber stamp" for developers and requested that the City Council remove the entire board for dereliction of duty. She noted that this request is supported by a petition.

She stated that she filed a formal ethics complaint with the Delaware Public Integrity Commission that alleges that Mayor Todd Culotta accepted high-value VIP seats to NASCAR races from Brendan Warfel, who is the chairman of the Board of Adjustment. She concluded her comments by urging the City Council to halt new housing developments, remove the Board of Adjustment, and restore integrity to the city's decision-making process.

Trish Marvel, 6525 Shawnee Rd, Milford, DE 19963, was present and stated that she wanted to apologize for using a previous meeting's public platform to express her personal feelings about a particular media

outlet. While she stated that she still believes in what she said, she acknowledged that the platform was not the appropriate venue for those comments and stated that she would avoid such use in the future.

Nina Pletcher, 428 S. Walnut St Milford, De 19963, was present and raised a concern about the public's ability to participate in meetings. She stated that she was on the phone trying to make a public comment at a recent Wednesday meeting but discovered that phone access is not available for the public. She asked the City Council to extend this opportunity to people who are on the phone.

Moira Cleary, 510 Truitt Ave, was present and expressed concerns regarding the proposed Truitt Avenue development. She stated that she lives in the neighborhood and signed the online petition in opposition to the project for several reasons. She stated that many neighbors were unaware of how far the project had progressed and were strongly against it. One primary concern was the lack of guest parking in the plans. She stated that while the townhomes include garage and driveway space, she questioned where visitors and additional household vehicles (such as a teenager's car) would park. She also stated that she believes that the scale of the development could potentially lead to an increase in crime and would not be good for the character of the neighborhood.

She also expressed concerns about flooding issues stating that the area is prone to flooding and her property, which backs up to the creek, experiences flooding when it rains hard.

She concluded by urging the city to conduct an extremely careful review of the proposal and to consider asking the developer to reduce the number of units to a "more reasonable" count, such as 24, to address these concerns.

Call to Order - Mayor F. Todd Culotta

Mayor Culotta called the meeting to order at 6:12 pm

Roll Call

Roll Call showed that there were eight members present. Councilmember Kalesis was not present.

Invocation and Pledge of Allegiance

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

Approval of the Agenda

Councilmember Zychal made the motion to approve the agenda. Councilmember Connor seconded.

Yes	Daniel Marabello, Lori Connor, Danny Perez, Jason James, Nadia Zychal, Michael Stewart, and Katrina Wilson

The motion carried. 7-0

Recognition

Streets Supervisor Charlie Nordberg introduced Two new hires have joined the city's Public Works team. Travis Harris was hired as a Public Works Equipment Operator 2 for Streets and Utilities. He began on Monday, June 9, 2025, after gaining experience as a temporary worker for the city since December 2024. Lance Mass was also hired as a Public Works Equipment Operator. He started on Monday, July 28, 2025. Lance previously worked as an equipment operator for Sussex County Public Works.

Staff Reports

Police Report

Chief Ashe gave an update on the department's recent activities. She highlighted the department's focus on community engagement with local youth and the use of a new community engagement trailer that was funded by a grant which they plan to use for events like "Coffee with a Cop" to build positive relationships in neighborhoods.

She announced the promotions of Corporal Garrett Smith and Leah Brasure and also detailed the success of the department's Behavioral Health Unit. Since securing a federal grant to expand the unit, the city has seen a significant reduction in substance-related incidents. The chief reported an 80% reduction in heroin overdoses and a 46% decrease in calls related to such issues. She noted that Milford, which was once the third highest in the state for overdose rates, is now also seeing a reduction in overdose deaths. She credited these successes to the entire team, including both sworn officers and civilian staff.

Councilmember Wilson made the motion to approve the Police Report. Councilmember James seconded.

Yes	Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

Police Report July 2025

City Clerk

City Clerk Katrina White reviewed the city clerk report that was included in the packet. She reported that the City Clerk's office successfully handled a large number of Freedom of Information Act (FOIA) requests. The City Clerk and Deputy Clerk Velazquez attended the Employee Rewards and Recognition Committee meeting to kick off the annual back-to-school supply drive, with donations from employees and the council. The committee is also planning a volunteer event at the Milford Food Bank. The office coordinated an orientation session for Councilman Perez on July 23.

She announced several upcoming special events, including the Hippie Fest on August 17, the Frozen Rhythm Social on August 30, First Friday on September 5, the First Responders Touch a Truck event on September 11, and the Riverwalk Freedom Festival on September 20.

Councilmember Zychal made the motion to approve the City Clerk's Report. Councilmember Wilson seconded.

Yes	Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

City Clerk Report July 2025

City Manager

City Manager Coleman thanked the council and everyone who reached out for their warm welcome and patience while he scheduled meetings to get acquainted with everyone.

Councilmember Zychal made the motion to approve the city manager and departmental reports that were included in the packet. Councilmember Perez seconded.

Yes	Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

Public Works

Public Works Director Willis Shaffer reviewed the Public Works report that was included in the packet.

Public Works Report July 2025

Electric

Electric Director Tony Chipola reviewed the electric report that was included in the packet.

Electric Department Report July 2025

Planning & Zoning

Planning Director Rob Pierce reviewed the Planning and Zoning report that was included in the packet.

Planning Report July 2025

Parks & Recreation

Parks & Recreation Director Brad Dennehy reviewed the parks & recreation report that was included in the packet.

MP& R Report July 2025 2

Human Resources

Human Resources Director Jamesha Williams was virtual and reviewed the HR report that was included in the packet.

HR Report-July 2025

Economic Development & Community Engagement

Economic Development & Community Engagement Administrator Lauren Swain reviewed the ED & Community Engagement report that was included in the packet.

ED & Community Engagement Report July 2025

Information Technology

IT Director Bill Pettigrew was virtual and reviewed the IT report that was included in the packet.

IT Report August 2025

Finance

Lou Vitola, Senior Accountant, reviewed the finance report that was included in the packet.

Finance Staff Report 2025-07

Monthly Finance Report

Senior Accountant Lou Vitola gave an update on the city's financial status. He reported that cash is down by approximately $400,000, which is an expected seasonal decline due to ongoing capital projects.

The city is currently a little ahead of its Fiscal Year 2025 budget in both the General Fund and the Enterprise Fund. However, performance is slightly below the actuals from Fiscal Year 2024, which was the end of a very strong five-year period.

Finally, he pointed out that the city's reserve fund policies are dynamic and will be updated in the upcoming July report to reflect the start of Fiscal Year 2026. This report will show how funds are being allocated to projects and will ensure that strong reserves are maintained for emergencies.

Councilmember Wilson made the motion to accept the Monthly Finance Report for June 2025. Councilmember James seconded.

Yes	Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

Finance Report - Jun 2025

Communications & Correspondence

City Clerk White announced the upcoming SCAT dinner scheduled for September 3 at the Lewis Yacht Club.

Unfinished Business

There was no unfinished business.

New Business

Presentation- DelDOT Rehabilitation of Bridges 2-008A&B**

Jonathan Moore, the State's Bridge Maintenance and Construction Engineer for DelDOT, gave a presentation on an upcoming repair project for the two bridges on US-113 over the Haven Lake Spillway.

He explained that the project is necessary because a recent painting contract on the 62-year-old bridges revealed that the bridge bearings were severely deteriorated, causing a "floating" or "slamming" motion under heavy traffic. While not an immediate safety hazard, this condition will cause rapid deterioration if not addressed.

The work will involve physically lifting the bridge with hydraulic jacks to replace the bearings and will also include repairs to the expansion joints and concrete. The project will begin on September 2, 2025, with traffic reduced to a single lane in each direction during the phased construction. Delays are anticipated initially but are expected to lessen as commuters find alternate routes.

BR 2-008A&B US113 over Haven Lake Spillway (1)

Adoption/Resolution 2025-10 City of Milford Investment Policy ℗

Senior Accountant Vitola reviewed Resolution 2025-10 which proposes two changes to the city's annual investment policy. The policy will now refer to "Nationally Recognized Statistical Ratings Organizations" (NRSROs) instead of specific ratings agencies. Also, the maximum portfolio allocation for asset-backed securities will be increased from 10% to 20%, and the maximum term for these investments will be extended from two to three years.

This substantive change is intended to give the city's investment advisors more flexibility to manage the portfolio, especially when market conditions make it difficult to find high-quality investment options in other areas like treasuries or corporate securities.

Council members inquired about the risks associated with the proposed changes to the city's investment policy. The investment advisor from PFM Asset Management, Jeff Fasino, clarified that the changes will not increase the risk profile of the portfolio.

He also explained that the investments the city makes, including asset-backed securities, are very high-quality and highly rated. The policy update simply gives the city's advisors more flexibility to diversify the portfolio when market conditions require it. PFM Asset Management will be responsible for selecting the specific investments and moving within the new sector allocations as the market dictates. He also explained that PFM does not use "stop losses" but implements a number of "guardrails" and uses tools like Bloomberg to ensure all investments stay within the limits set by the city's policy.

Julie Morris 74 Cedar Beach Road, Milford, DE 19963, asked about the audits conducted on the city's investments. Senior Accountant Vitola explained that an external auditor reviews the city's investments and balances every year. The city receives monthly statements from its investment advisor, PFM Asset Management, which allows staff to ensure that all investments comply with the city's investment policy. The securities are held by a separate firm, U.S. Bank, which acts as the custodian. This "delivery versus payment" system means PFM trades the securities, but the bank holds them, providing an independent check. Only the mayor, vice mayor, and city manager have signing authority for the investment account, similar to the city's operating cash accounts.

Councilmember James made the motion to adopt Resolution 2025-10. Councilmember Wilson seconded.

Yes	Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

Investment Policy Statement - Rev 2025

Adoption/Resolution 2025-11 Sidewalk Waiver/600 Dixie Avenue ℗

Director Pierce reviewed Resolution 2025-11 and a request for a temporary waiver from the owner, Joseph Wolfe, 18 Delaware Avenue, Milford, DE 19963, of a new home at 600 Dixie Avenue asking not to install sidewalk and curbing, as there are no sidewalks on that entire street. The waiver is temporary, with a stipulation that the owner would be required to install the curbing and sidewalks in the future if the city deems it necessary.

Councilmember James raised a procedural question about including the applicant's formal request in the packet, which Planning Director Pierce agreed to do for future requests.

There were no public comments.

Councilmember Wilson made the motion to adopt Resolution 2025-11. Councilmember Connor seconded.

Yes Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

2025 11 Sidewalk Waiver - 600 Dixie Avenue

Sidewalk Waiver Request - 600 Dixie Avenue

Authorization/Annexation Committee/Revocable Trust of Pamela Davis Thompson/2 Brandywine Road

Planning Director Pierce presented a formal request for annexation from the owner of 2 North Brandywine Road. The property, located near South Rehoboth Boulevard in the Shawnee Acres development, is requesting to be annexed by the city. The council was asked to authorize sending the petition to the Annexation Committee for investigation. This step does not approve the annexation but simply allows the committee to begin its review.

Councilmember Wilson made them motion to have the request submitted for review to the Annexation Committee. Councilmember Zychal seconded.

Yes Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

Annexation_Send_to_Committee - 081125

Authorization/Milford Corporate Center/Chesapeake Utilities Gas Main Relocation/Appropriation of Funds

Director Pierce explained the request for appropriation of funds for relocation of the Chesapeake Utilities gas main. During construction of the Milford Corporate Center project, a conflict was discovered between five new stormwater pipes and an existing natural gas main.

Two of the pipe segments require immediate relocation of the gas main underneath them to allow construction to proceed. The relocation will be handled by Chesapeake Utilities and is expected to cost $130,598.

This cost was not in the original project budget, and staff is recommending that the City Council authorize payment using funds from the Realty Transfer Tax Reserves. The money is expected to be recovered later through the sale of lots in the corporate center. The city is still evaluating the remaining three pipe conflicts to determine if they also require a redesign or relocation.

During the discussion about the $130,598 cost for relocating a gas main at the Milford Corporate Center, council members raised several questions. Councilmember James asked if additional costs were expected for the remaining three pipe conflicts and questioned why this conflict wasn't discovered during the design phase. Director Pierce confirmed that more relocation costs are possible, but the design team is exploring alternatives to avoid them and explained that while the gas line was shown on the plans, it was found to be shallower than anticipated. He noted that even if the conflict had been known earlier, the two specific pipes requiring immediate relocation could not have been redesigned, so the gas main would have needed to be moved regardless.

Councilman Stewart suggested waiting to approve the payment until the costs for the other three pipes are known, to get a single, total estimate. Director Pierce advised against this, citing the potential for delays to the construction project, which would be more costly in the long run. He also explained that the relocation costs would initially be paid from the Realty Transfer Tax Reserves, with the goal of recovering the funds later through lot sales. He also mentioned the possibility of seeking reimbursement through TIF (Tax Increment Financing) and a future agreement with Chesapeake Utilities.

The discussion concluded with clarification that the $130,598 request covers the relocation for the first two of the five conflicting pipes.

Councilmember Marabello made the motion to authorize the payment in the amount of $130,598 to Chesapeake Utilities as outlined by the Planning Director. Councilmember Wilson seconded.

Yes	Daniel Marabello, Nadia Zychal, Lori Connor, Danny Perez, Katrina Wilson, and Jason James
No	Michael Stewart

The motion carried. 6-1

Chesapeake Reloc Memo - 081125

Authorization/ Purchase Order/Public Works/Vehicle Purchases (3)

Director Shafer reviewed the Public Works request for the purchase of three new vehicles: two replacements and one new addition.

Ford F-150 Lightning (Replacement): This electric pickup will replace an F-250 with 92,000 miles that has an unsafe undercarriage and suspension. The cost is $59,000, with funds available in the equipment replacement reserve.

Ford F-450 Utility Vehicle (Replacement): This vehicle, with 124,000 miles, has a failing transmission that would cost $15,000 to repair. The department believes a full replacement is a better use of funds. The cost is $104,200, also from the equipment replacement reserve.

Ford F-150 Lightning (New): A new electric vehicle for the Facilities and Refuse supervisor, who currently uses a personal vehicle for work. This vehicle will transport tools and equipment and support the Solid Waste Collection Division.

Council members asked about the change from an F-250 to an F-150 for the first replacement. It was explained that the F-150 is sufficient for the Engineering Division's needs, which mainly involve site inspections. It was also noted that the department is moving toward more EV technology for its fleet.

Senior Accountant Vitola confirmed that all three vehicle purchases are either at or below the budgeted amounts for the year. All vehicles will be purchased through the Delaware State contract.

Councilmember Connor made the motion to approve $59,000 to acquire the Ford F-150 Lightning pickup truck. Councilmember Zychal seconded.

Yes Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

Councilmember Connor made the motion to approve $104,200 to acquire the Ford F-450 Utility Vehicle. Councilmember James seconded.

Yes Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

Councilmember Connor made the motion to approve $66,000 to acquire the Ford F-150 Lightning pickup truck. Councilmember Zychal seconded.

Yes Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

Public Works Vehicle Purchase 2025

Authorization/Police/Parking Lot Lighting

Chief Ashe reviewed the proposal to approve a capital improvements project for parking lot lighting at the police department. This project, with a total budget of $8,500, was included in the Fiscal Year 2026 Capital Improvements Plan (CIP). She explained that the goal was to improve the lighting in front of the police station to create a more welcoming and safer atmosphere. She noted that the building's current lighting design does not fully reflect that it is a public safety facility. The parking lot is a high-traffic area used for various activities, including drop-offs, making better lighting essential.

Councilmember Wilson made the motion to proceed with the purchase and installation of additional lighting for the police department. Councilmember Connor seconded.

Yes Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

Parking Lot Lighting Memo & Proposal

Authorization/Police/John Deere Plow & Salt Spreader

Chief Ashe reviewed the proposal to approve a capital improvements project to purchase a snowplow and salt spreader for an existing John Deere off-road vehicle. She explained that this was a direct result of a suggestion from Councilmember James, which allowed the city to avoid purchasing new equipment. The project has a budget of $7,600, which represents a cost savings of approximately $50,000 over the initial request of $57,000.

Councilmember Zychal made the motion to approve the purchase of equipment for the salt and plow. Councilmember Connor seconded.

Yes Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

John Deere Plow & Salt Spreader Memo & Quote

Ordinance Introduction:

Carlisle Lane, LLC/Preliminary Major Subdivision

Director Pierce introduced Ordinance 2025 14 and announced the preliminary major subdivision for a property on the west side of Truitt Avenue is scheduled for review by the Planning Commission on August 19, 2025. Also, a public hearing on the matter will be held before the City Council on August 25, 2025.

Carlisle Lane - Packet

EXECUTIVE SESSION***

Motion to Recess into Executive Session

Mayor Culotta asked for a motion to move into executive session at 7:39.

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

Councilmember Marabello made the motion to move into executive session. Councilmember Wilson seconded.

Yes Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

Return to Open Session

Mayor Culotta asked for a motion to return to open session at 8:33pm.

Councilmember Zychal made the motion to move into executive session. Councilmember Marabello seconded.

Yes Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

Potential Motion/Real Estate

Mayor Culotta recused himself due to a conflict of interest.

Councilmember Marabello made a motion to go with a new appraisal for the real estate that was discussed in executive Session. Councilmember Zychal seconded.

Yes Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

Potential Motion/Personnel

Councilmember Connor made the motion to change the City Clerk's pay grade, as a result of her annual review, to a Pay Grade 9 step 10 for the December 2024 date to July 1, 2025. And then move her current pay grade to Step 11, effective July 1, 2025.

There was a discussion on how to apply a retroactive pay increase to a different pay scale. A new pay chart for Fiscal Year 2026 became effective on July 1, 2025, which replaced the previous 2024 pay grades.

Human Resources Director Jamesha Williams explained that an employee could not be retroactively moved to a "Grade 9" for December 2024 because that specific grade did not exist at the time. Instead, any retroactive pay would need to be calculated as a percentage amount based on the older pay structure.

Councilmember Connor stated that she would like to amend her motion to approve the 1.5% raise from December 29, 2024 to July 1, 2025 and then effective July 1, 2025, the City Clerk would move to Grade 9, Step 11. Councilmember Stewart seconded.

Yes Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

Adjournment

Mayor Culotta asked for a motion to adjourn at 8:38pm.

Councilmember Stewart made the motion to adjourn. Councilmember Connor seconded.

Yes Daniel Marabello, Nadia Zychal, Lori Connor, Michael Stewart, Danny Perez, Katrina Wilson, and Jason James

The motion carried. 7-0

Respectfully submitted,

Katrina L. White, MMC
City Clerk/Recorder

Notice of City of Milford Ordinance Review
Public Comments – Monday, August 11, 2025

NOTICE IS HEREBY GIVEN the following ordinance is under review by the City Council of the City of Milford. Public comments will be taken during a regular session on Monday, August 11, 2025 that begins at 6:00 pm. Interested parties are also invited to submit written comments to cityclerk@milford-de.gov on the amendment up to noon on Monday, August 11, 2025.

Ordinance 2025-12
Code of the City of Milford
Part II-General Legislation
Appendix B
Electric Rules and Regulations and Electric Tariff

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

WHEREAS, the General Assembly of the State of Delaware has enacted House Bill No. 62 (2025-2026 Legislative Session), signed into law on May 22, 2025, which amends Titles 22 and 26 of the Delaware Code relating to the termination of utility services; and

WHEREAS, House Bill No. 62 establishes updated and expanded state regulations concerning the termination of heating and cooling services to dwelling units, including specific prohibitions on termination during certain hours, temperatures, and holidays, as well as enhanced notice and communication requirements; and

WHEREAS, the City of Milford operates its own municipal electric utility and provides other utility services, and it is in the best interest of the health, safety, and welfare of the citizens of Milford to align the City's local ordinances governing utility service termination with the new requirements set forth in state law, thereby ensuring consistent and robust consumer protections; and

WHEREAS, this Ordinance is intended to adopt and incorporate the essential provisions of Delaware House Bill No. 62 into the City of Milford Code, specifically within Part II, Appendix B, which governs utility regulations.

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

Section 1. Amendment of Part II, Appendix B of the City of Milford Code.

Part II, Appendix B, of the City of Milford Code is hereby amended by adding a new Section 5.10 and by amending Section 16 to read as follows:

APPENDIX B ELECTRIC RULES AND REGULATIONS

City of Milford

—-Electric Division—-

Rules and Regulations
Including the
Electric Tariff

For

City of Milford
201 South Walnut Street
Milford, Delaware 19963
Phone 302-424-1111
Fax 302-424-3558

APPENDIX B
ELECTRIC RULES AND REGULATIONS[1]

SECTION 1 GENERAL CONDITIONS

1.1 PURPOSE

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

1.2 REVISIONS

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

1.3 STATEMENT BY AGENTS

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

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[1]Editor's note(s)—Contained herein are the City of Milford Electric Rules and Regulations adopted Oct. 9, 2023, by Ord. No. 2023-38, and effective Oct. 19, 2023. Where further amendatory ordinances have been incorporated, citations are in brackets following the amended provisions. The system of headings, catchlines, capitalization, citation to state statutes, and expression of numbers in text remains unchanged. See Code Comparative Table for detailed history of derivation.

1.4 RULES AND REGULATIONS

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

1.5 NO PREJUDICE OF RIGHTS

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

1.6 GRATUITIES TO EMPLOYEES

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

1.7 DISPUTES

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

1.8 USE OF "HE" OR "HIS

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

1.9 HOURS OF OPERATION

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

1.10 EXTENDED HOURS OF OPERATION

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

SECTION 2 DEFINITIONS

2.1 APPLICANT

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

2.2 BASE RATES

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

2.3 CITY

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

2.4 COMMERCIAL PROPERTY OWNER

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

2.5 CUSTOMER

Customer shall mean any person, firm, association, partnership, corporation, institution, public body, or any agency of the Federal, State, or Local government being supplied with electric service by the City. The term

also refers to developers and builders during the planning and construction stages of new facilities, and the period prior to the sale or rent of the facility.

2.6 CUSTOMER CLASS

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

2.7 DELIVERY SERVICE CHARGE

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

2.8 DEVELOPER

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

2.9 DWELLING UNIT

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

2.10 DEMAND SIDE MANAGEMENT (DSM)

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

2.11 DSM RESOURCES

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

2.12 EXTRA FACILITIES

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

2.13 FERC

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

2.14 OFF-PEAK HOURS

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

2.15 ON-PEAK HOURS

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

2.16 PJM

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

2.17 POINT OF ATTACHMENT

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

2.18 POINT OF DELIVERY

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

2.19 PURCHASED POWER COST

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

2.20 RATE SCHEDULE

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

2.21 RESIDENCE[2]

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

2.22 RESIDENTIAL PROPERTY OWNER

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

2.23 RULES AND REGULATIONS

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

2.24 SECONDARY SERVICE

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

2.25 SERVICE

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

2.26 SERVICE CALL

[2]Note(s)—This definition is based on the 2006 IBC/IBR/IPMC International Building Code definition for "Dwelling Unit."

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

2.27 SERVICE CLASSIFICATION

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

2.28 SUPPLY SERVICE CHARGES

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

2.29 TARIFF

1. The monetary rates applied by the City to electric service provided and the conditions of the electric service.
2. As used in these Rules and Regulations, "Tariff" also refers to those sheets in the "Service Classifications" section of this document.
3. The word "Tariff" also is used to refer to all of the rules and regulations governing the operation of the Electric Department and the supply of electric service. Consequently, "Tariff" is sometimes synonymous with "Rules and Regulations".

2.30 UTILITY

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

SECTION 3 APPLICATION AND CONTRACT FOR SERVICE

3.1 APPLICATION FOR SERVICE FOR OWNER OCCUPIED PROPERTIES

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

3.2 APPLICATION FOR SERVICE FOR NON-OWNER OCCUPIED PROPERTIES

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

3.3 RIGHT TO REJECT APPLICATION

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

3.4 ONE POINT OF DELIVERY

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

3.5 SERVICE AT NEW LOCATIONS

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

3.6 PERMANENT SERVICE CONTRACTS

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

3.7 TEMPORARY SERVICE

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

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

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

3.8 RIGHT-OF-WAY

3.8.A GENERAL

The Applicant(s) requesting Service shall furnish to the City suitable Right-of-Way for the installation and maintenance of facilities on, over, under and across the premises. Right-of-Way is for the purpose

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

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

Applicant shall be responsible for clearing all trees, tree stumps and other obstructions from the construction area as designated by the City and the said clearing to be completed in reasonable time to meet Service requirements to the City's satisfaction determined by the City at its sole discretion. The Right-of-Way construction area as designated by the City shall be graded to within six (6) inches of final grade before the City will commence construction. If subsequent to construction start-up, the City is required to relocate or adjust any of its installed lines or change plans, the cost of such adjustments of relocation shall be borne by the Applicant, his successors or assigns.

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

3.8.B REQUIRED PROPERTY INFORMATION

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

3.8.C TREE TRIMMING

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

3.9 NON-TRANSFERABILITY OF SERVICE

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

SECTION 4 CUSTOMER ADVANCE/ USAGE, IMPACT FEES AND DEPOSITS

4.1 GENERAL

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

4.2 RESIDENTIAL CUSTOMERS

4.2.A RESIDENTIAL CUSTOMERS WHO RENT PROPERTY

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

4.2.B RESIDENTIAL CUSTOMERS WHO OWN PROPERTY

Residential Customers who own the property associated with the electric account may not initially be charged a Deposit. However, if the Customer is delinquent in any two consecutive months after Service is initiated, a Deposit may be charged at the same rate as if the Customer is a renter. (See the Electric Fee Schedule) Service may be terminated for failure to pay the Deposit when requested. If the Customer fails to pay his bill, a lien may be placed against his property and his Service may be terminated in accordance with Section 5.6 and Section 16. On presentation of facts indicating that payment of a Deposit would create a severe hardship, the City may allow payment of the required Deposit to be deferred to the first month's bill or paid in three consecutive billing periods.

4.3 COMMERCIAL CUSTOMERS

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

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

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

4.4 PROVISIONS FOR DEPOSITS

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

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

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

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

1. The Customer has been taking uninterrupted Service for a minimum period of three (3) years from July 1;

2. The Customer has not been sent more than three (3) disconnect notices by the City;

3. The Customer's checks have not been returned more than three (3) times.

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

4.5 ELECTRIC SYSTEM IMPACT FEES

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

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

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

SECTION 5 PAYMENT TERMS

5.1 BILLING PERIOD

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

5.2 WHEN BILLS ARE PAYABLE

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

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

5.3 PAYMENTS OF DELINQUENT BILLS

The Customer may avoid Service termination for non-payment of bills by making payment of the total unpaid balance to the City cashier during the Hours of Operation (See Section 1.9 prior to the close of business on the day prior to the scheduled disconnection. The City may give a grace period, n for the payment of delinquent payments before disconnecting the Service. (See Section 5.7) Delinquent payments received at the City Offices or placed in the drop box after the close of business on the day prior to the scheduled disconnection may be subject to an administrative fee that must be paid prior to the restoration of Service. During non-hours of operation, delinquent payments may be made at the Customer Service Center at 119 South Walnut Street, Milford, DE 19963, 302-422-6616 during Extended Hours of Operation. (See Section 1.10)

5.4 ESTIMATED BILLS

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

a. Discovery of inoperable or defective meters as covered in Section 10,

b. Significantly varying readings from past electric consumption, or

c. The area in which the meter is located is not accessible in a reasonably safe way.

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

5.5 RETURNED CHECKS

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

5.6 AUTHORITY TO DISCONTINUE SERVICE FOR NON-PAYMENT.

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

5.7 DELINQUENT CHARGE INSTALLMENT AGREEMENT

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

The installment payment agreement constitutes a contract between the Customer and the City, which guarantees payment by the Customer for the amount of the agreement over the specified period. Requests for installment payment agreements are subject to City approval and must be approved by the City's billing supervisor or designee.

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

5.8 BUDGET BILLING

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

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

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

5.9 POST-DATED CHECKS

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

5.10 MEDICAL NECESSITY

1. The City may not suspend or terminate utility service to a dwelling unit if:

- The City received a signed statement from a licensed physician, physician's assistant, or advanced nurse practitioner of the State of Delaware or a state with similar accreditation certifying that an occupant of the dwelling unit is so ill that termination will adversely affect their health or recovery.

A certified statement is effective for 120 days from the date it is signed.

It may be renewed by the City upon receipt of a new signed certified statement only if a customer has been making a good faith effort to make payment towards services.

Disputes: The City must create a dispute resolution process where disputes may be reviewed. When possible, no termination may occur without advance notice to any known case manager or coordinator of an occupant in affected dwelling. NOTE: This could be a panel of 3 or 5 persons including either the Finance Director or Director of Public Works; a member of Council; and a private citizen appointed by Council. If more than 3 Council can randomly decide who should serve.

SECTION 6 ADMINISTRATION OF SERVICE CLASSIFICATION

6.1 LOAD INSPECTION

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

6.2 CHOICE OF SERVICE CLASSIFICATION

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

6.3 CITY ASSISTANCE

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

6.4 CHANGING SERVICE CLASSIFICATIONS

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

6.5 INTERDEPARTMENTAL BILLING

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

SECTION 7 CUSTOMER'S INSTALLATION

7.1 CUSTOMER'S WIRING

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

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

Note(s)—The National Electrical Code is a registered trademark of the National Fire Association.

Note(s)—The National Electrical Safety Code is a registered trademark of the Institute of Electrical and Electronics Engineers, Inc.

7.2 DESCRIPTION OF INSTALLATION

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

7.3 ELECTRICAL INSPECTION

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

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

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

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

7.4 REVERSE PHASE RELAY

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

7.5 PHASE PROTECTION

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

7.6 MOTORS

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

7.6.A MOTORS, GENERAL

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

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

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

7.6.B MOTORS RESIDENTIAL

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

7.6.C MOTORS COMMERCIAL

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

7.6.D MOTORS INDUSTRIAL

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

7.6.E MOTOR PROTECTIVE DEVICES

All motors should be provided with devices that will protect the motor and circuit against overload or short circuit in any wire. Refer to the NEC for motor protection details. Motor equipped with reduced voltage starters that cannot be safely subjected to full voltage at starting should be provided with a device to insure that on the failure of the supply voltage, the motor will be disconnected from the line or the starter returned to the "off" position, unless the motor is equipped with automatic restarting means. To prevent unnecessary shutdowns, it is recommended that this starter be equipped with a time delay feature to prevent the starter from dropping out and to permit the motor to continue to operate during a momentary voltage change.

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

7.6.F WELDERS

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

7.6.G GENERATORS

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

7.7 RIGHT TO INSPECT

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

7.8 PROTECTION FOR COMPUTERS AND ELECTRONIC EQUIPMENT

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

7.9 POWER QUALITY

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

7.9.A WAVE FORM DISTORTION

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

7.9.B HARMONIC DISTORTION

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

7.9.C COMMUTATION NOTCHES

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

7.9.D STAGGERED STARTUPS

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

7.10 DAMAGE TO CITY'S SYSTEM

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

SECTION 8 SECONDARY SERVICES AND TRANSFORMER INSTALLATIONS

8.1 GENERAL

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

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

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

Only authorized City personnel are permitted to connect or disconnect a Customer's facility to the City's distribution system. The Customer or Customer's representative (electrician) should arrange with the City to have the meter disconnected prior to performing any modification to the Customer's electric Service. The City will reseal the meter when the modification is complete. (See Electric Fee Schedule, for the appropriate charge) In the case when, in conjunction with electrical work on the Customer's facility, the meter has been disconnected without City involvement, a resealing fee will be applied (See Electric Fee Schedule).

8.2 RESIDENTIAL OVERHEAD SERVICE

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

8.3 COMMERCIAL OVERHEAD SERVICE

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

8.4 UNDERGROUND SERVICE

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

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

8.5 RELOCATION OF SERVICE

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

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

8.6 TRANSFORMER INSTALLATION

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

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

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

8.7 DISCONTINUED SERVICE

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

8.8 SUPPLY VOLTAGES

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

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

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

8.9 METERS

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

8.10 TREE TRIMMING

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

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

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

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

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

SECTION 9 METER INSTALLATIONS

9.1 METER SOCKETS SUPPLIED BY CUSTOMER

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

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

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

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

9.2 METERS SUPPLIED BY THE CITY

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

9.3 METER LOCATIONS

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

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

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

9.4 RIGHT TO REMOVE CITY'S EQUIPMENT

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

1. Evidence of illegal tampering

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

9.5 REVERSE REGISTRATION

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

9.6 PERIODIC TEST SCHEDULE

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

9.7 REMOTE AUTOMATIC READING DEVICES

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

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

9.8 ELECTRIC PULSE INITIATOR

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

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

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

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

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

If the pulse initiator, contacts, fuses, or conductors that transmit data to the Customer fail, the City does not guarantee continuity and shall not be responsible for loss of pulses and no adjustment to the bill will be made. Should loss of pulses occur frequently, the City may terminate offering data pulses or the Customer may elect to install his own initiator equipment at his cost which would be under his own control and maintenance.

9.9 MOBILE METER READING DEVICES

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

9.10 CAPACITY OF METERS

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

9.11 METER RELOCATION

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

9.12 BROKEN METER SEALS

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

SECTION 10 ADJUSTMENT OF CHARGES

10.1 FAST WATT-HOUR METER

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

10.1.A KNOWN DATE OF ERROR

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

10.1.B UNKNOWN DATE OF ERROR

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

10.2 SLOW OR STOPPED METER

When a meter is found, upon test made by the City, to have a negative average error, that is, when it under registers or is slow in excess of two percent (2%), or the meter has stopped working, or in case of a poly phase meter, to be operating with an inactive element, and the error in registration or failure to operate is not attributable to the negligence of the City, but is due to some unpredictable cause, such as lightening or unauthorized overload, the City may estimate the proper charge for the normal periods or by such method as may be determined by the City or its electric consultant. Except in cases of tampering, theft, inaccessibility to meter, or unauthorized overload, such an estimate for a slow or stopped meter may cover a period of not more than three (3) years.

10.3 DEMAND METER

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

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

10.4 REQUEST FOR METER TESTS

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

10.5 ADJUSTMENTS FOR INCORRECT BILLINGS

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

10.6 ROUTINE METER TESTING

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

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

SECTION 11 CONTINUITY OF SERVICE BY CITY

11.1 CITY LIABILITY

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

11.2 NOTICE OF TROUBLE

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

11.3 PREARRANGED INTERRUPTION OF SERVICE

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

SECTION 12 CUSTOMER'S USE OF SERVICE

12.1 RESALE FORBIDDEN

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

12.2 FLUCTUATIONS

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

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

12.3 UNBALANCED LOADS

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

12.4 TRANSIENT VOLTAGES

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

12.5 SUPERIMPOSING ELECTRIC SIGNALS ON THE CITY'S ELECTRIC SYSTEM

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

12.6 POWER FACTOR

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

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

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

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

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

12.7 USE OTHER THAN STATED IN CONTRACT

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

12.8 CHARACTERISTICS OF SERVICE

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

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

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

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

12.9 CHANGE OF INSTALLATION AND SERVICE OVERLOAD

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

12.10 LIMITATION OF USE

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

SECTION 13 DEFECTS IN CUSTOMER'S INSTALLATION

13.1 CITY'S RIGHT TO INSPECT

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

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

13.2 DEFECTIVE INSTALLATIONS

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

13.3 CUSTOMER'S RESPONSIBILITY

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

13.4 CITY LIABILITY

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

SECTION 14 ACCESS TO PREMISES

14.1 ACCESS TO PREMISES

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

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

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

to be free of trees, plantings, or other obstructions to within nine feet in the front and three feet on the sides and rear of any edge of the concrete or fiberglass pad.

The City must attempt to maintain the integrity of its electric lines through periods of winds and storms. The City may trim any portion of a tree within (50) fifty feet of electric lines. The City is the sole judge of the need to trim branches or remove trees to protect the integrity of its facilities. However, the City will provide advance notice, to the maximum extent possible, to the occupants/owners of the premises about the date and time when the City is planning to trim branches or remove trees.

14.3 PENALTY FOR NON-ACCESSIBILITY OF METER

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

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

SECTION 15 TAMPERING WITH AND THEFT OF CITY PROPERTY

15.1 TAMPERING EXPRESSLY FORBIDDEN

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

15.2 THEFT OF CITY PROPERTY

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

15.3 LIABILITY FOR TAMPERING OR THEFT OF CITY PROPERTY

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

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

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

SECTION 16 CITY'S RIGHT TO DISCONTINUE SERVICE

16.1 RIGHT TO DISCONTINUE SERVICE

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

16.1.A WITHOUT PRIOR NOTICE

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

16.1.B WITH PRIOR NOTICE

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

~~16.1.C TIMING FOR NOTICE AND SERVICE TERMINATION~~

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

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

16.1.C NOTICE OF TERMINATION

The City will not discontinue services to a dwelling unit due to nonpayment of past charges for services without **at least 72 hours' notice** to the occupants of the dwelling of the intention to terminate, *except as otherwise provided in this section*.

- **Voluntary Third-Party Notification**

- The Customer may designate, in writing, a third party to receive this notice of termination of services on customer's behalf.
- The designated third party must indicate, in writing, a willingness to receive such notice on behalf of the customer and may not be held liable to the electric company under third-party status.

During heating or cooling seasons, there shall be no termination of electric service only for nonpayment of past bills unless **at least 14 calendar days prior, written notice** is given from the City to the account holder or the designated third party. The heating season is defined as the period from November 1 to March 31, and the cooling season is defined as the period from June 1 to September 30.

NOTE: *If the billing address is different from the dwelling unit's address, written notice will be sent to both addresses.*

Heating Season: Prior to actual termination at least **2 documented attempts** will be made on separate days to contact the account holder by telephone, text message, or email prior to actual termination. *One attempt will be after 5 p.m.*

Cooling Season: Prior to actual termination at least **1 documented attempt** will be made to contact the account holder by telephone, text message, or email prior to actual termination.

Written Notice will Include:

- **The date** on or after which **termination** of services will occur unless a satisfactory arrangement is made for payment of undisputed delinquent bills *(date noted will not be less than 14 calendar days from the mailing of the written notice).*
- **If there is a good faith dispute** concerning the bill, termination of service will not take place pending determination of the dispute, provided the City is notified in writing of the existence and nature of the dispute prior to the date stated for termination in the notice.
- If the occupant or other payor is unable to pay the full amount of the undisputed bill, **termination of service may be avoided** by entering into an initial payment installment agreement with the City in accordance with the City's tariff.
- **A reference** to a charitable or government assistance programs, including LIHEAP.
- If an occupant is ill and termination will adversely affect the person's health or recovery, the occupant or payor may defer termination under the **medical necessity process** above.

NOTE: *The City may discontinue service to a dwelling if the account holder requests that service be discontinued and the request is voluntary.*

16.1.D DAY/TIME OF TERMINATION

The City will not suspend or terminate service to a dwelling unit outside of **8am to 4pm** (**Monday through Thursday**) unless:

- The City provides facilities for payment and restoration of services at all times during such period.
- Should Thursday or Friday be a legal, state, or national holiday, Wednesday will be substituted. If the holiday occurs on a Monday, the next business day shall be substituted.

16.2 SERVICE DISCONNECTION DURING EXTREME CONDITIONS

No Dwelling Unit shall have Service disconnected ~~if the temperature is 32 degrees Fahrenheit, or less, at 10:00 AM on the day Service is to be terminated, as verified by two (2) independent weather agencies.~~ if the National Weather Service reports that the 8 a.m. temperature measured *at an airport in the same county as the dwelling unit* is **35 degrees Fahrenheit or below** on the date when service is scheduled for termination.

The same applies if the National Weather Service 8 a.m. forecast includes a special weather statement or other information predicting that the *Heat Index* for the day will be **95 degrees or above**. Service may be terminated, when in the sole judgment of the City, an emergency situation exists which requires the immediate termination of Service.

NOTE: When terminating is deferred due to temperature conditions, notice of deferral will be given to the account holder on the date it was to take place stating that unless proper payment arrangements are made, service will be terminated on the next day that temperature restrictions no longer apply.

If termination is for an apartment complex, trailer park, or other grouping of individual residential dwelling units where service is through a **master meter** (without individual meters), *notice will be given to all* occupants of each dwelling where service will be terminated.

16.3 LOAD LIMITING DEVICES

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

16.4 MEDICAL PRIORITY POLICY

The City has a policy relating to Customers with a medical priority status. This policy addresses the qualifications, terms and conditions of the medical priority program and the responsibilities of the City and the Customer. This policy is an administrative policy and may be amended without any prior notice. (See Section 5.10)

16.5 RECONNECTION CHARGES

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

16.6 AFTER HOURS RECONNECTION CHARGES

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

SECTION 17 DISCONTINUANCE OF SERVICE BY CUSTOMER

17.1 NOTICE TO DISCONTINUE

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

any contract or Service or Rate Classification. With a written Notice to the City, the Owner of a property may keep the Service connected after the Service to a tenant is discontinued.

17.2 COMPLETION OF TERM

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

17.3 FINAL BILL

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

SECTION 18 PRIMARY EXTENSIONS

18.1 GENERAL

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

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

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

18.2 DISTRIBUTION LINE EXTENSION POLICY

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

18.2.A RESIDENTIAL - SINGLE FAMILY DWELLINGS

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

18.2.B NON-RESIDENTIAL[3]

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

In the event that the Customer is a primary metered Customer, served under the appropriate Service or Rate Schedule, then the City's responsibility and ownership will terminate at the point of Metering. Any work performed by the City beyond the point of metering under a separate agreement with the

[3]Note(s)—"Non-Residential" includes Commercial and Industrial customers.

Customer will remain the property of the Customer and the Customer will be responsible for the maintenance of these facilities. If the Customer desires, he may contract with the City to maintain his facilities and the City may perform the maintenance at the Customer's costs.

18.2.C RESIDENTIAL SUB-DIVISION

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

SECTION 19 PURCHASE POWER COST ADJUSTMENT (PPCA)

19.1 GENERAL

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

SECTION 20 GENERAL COST ADJUSTMENT

20.1 APPLICABILITY

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

As deemed necessary by the City Manager, bills rendered under all Service Classifications of this Tariff may be increased to offset any new or increased special taxes, licenses, franchise fees, rentals, or assessments imposed by any governmental authority against the City in the distribution or sale of electrical energy or its electrical operations or production or sale of electrical energy or the receipts or earnings there from. The City Manager will also have the right to include the GCA in the bills rendered to Customers to reflect the changes in the City's budgeted or actual Operating Expenses. The GCA will be limited to an increase in the Operating Expenses by maximum of ten percent (10.0%).

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

SECTION 21 DELAWARE PUBLIC UTILITY TAX

21.1 STANDARD TAX

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

21.2 WITH MANUFACTURER'S DISCOUNT

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

SECTION 22 GREEN/RENEWABLE ENERGY FUND PROGRAM

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

SECTION 23 AGGREGATION OF RETAIL CUSTOMER DEMAND RESPONSE

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

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

SECTION 24 SERVICE CLASSIFICATIONS AND SCHEDULES

24-1. RES—RESIDENTIAL SERVICE SCHEDULE

1. AVAILABILITY

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

2. TERM OF SERVICE

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

3. MONTHLY RATES

   See Electric Fee Schedule

4. BILLING PERIOD

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

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

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

6. GENERAL COST ADJUSTMENT

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

7. GREEN/RENEWABLE ENERGY FUND RATE

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

8. MONTHLY FACILITIES CHARGE

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

9. MINIMUM CHARGE

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

10. LOAD MANAGEMENT

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

11. RULES AND REGULATIONS

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

24-2. SGS—SMALL GENERAL SERVICE SCHEDULE

1. AVAILABILITY

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

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

This rate is available to any Customer having a maximum monthly usage of less than 3,500 KWH and desiring Service at secondary voltage as defined in Section 12.8 of the Rules and Regulations. Any Customer taking Service under this Service Classification whose KWH usage for any four consecutive billing months is equal to or exceeds 3,500 KWH shall be automatically transferred to Service Classification MGS, effective with the next succeeding billing month. Any Customer so transferred shall remain on MGS for at least 12 billing months, even though the Customer's monthly usage in succeeding billing months may be less than 3,500 kWh. After 12 billing months, at the Customer's request or when the City observes that the Customer has not exceeded 3,500 KWH upon a periodic review of the Customer's records, the Customer will be transferred back to this Service Classification (SGS) provided that the Customer has not used more than 3,500 kWh for any two consecutive billing months within the most recent 12 months.

2. TERM OF SERVICE

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

3. MONTHLY RATES

See Electric Fee Schedule

4. BILLING PERIOD

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

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

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

6. GENERAL COST ADJUSTMENT

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

7. GREEN/RENEWABLE ENERGY FUND RATE

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

8. MONTHLY FACILITIES CHARGE

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

9. MINIMUM CHARGE

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

10. LOAD MANAGEMENT

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

11. AGRICULTURAL IRRIGATION USAGE

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

12. PUBLIC UTILITIES TAX

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

13. RULES AND REGULATIONS

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

24-3. MGS—MEDIUM GENERAL SERVICE SCHEDULE

1. AVAILABILITY

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

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

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

2. TERM OF SERVICE

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

3. MONTHLY RATES

   See Electric Fee Schedule

4. BILLING PERIOD

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

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

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

6. GENERAL COST ADJUSTMENT

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

7. GREEN/RENEWABLE ENERGY FUND RATE

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

8. MONTHLY FACILITIES CHARGE

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

9. MINIMUM CHARGE

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

10. MEASURED DEMAND

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

11. BILLING DEMAND

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

12. LOAD MANAGEMENT

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

13. AGRICULTURAL IRRIGATION USAGE

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

14. PUBLIC UTILITIES TAX

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

15. RULES AND REGULATIONS

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

24-4 LGS—LARGE GENERAL SERVICE SCHEDULE

1. AVAILABILITY

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

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

2. TERM OF SERVICE

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

3. MONTHLY RATES

See Electric Fee Schedule

4. BILLING PERIOD

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

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

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

6. GENERAL COST ADJUSTMENT

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

7. GREEN/RENEWABLE ENERGY FUND RATE

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

8. MEASURED DEMAND

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

9. ON-PEAK AND OFF-PEAK HOURS

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

10. POWER FACTOR

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

11. BILLING DEMAND (TIME-OF-USE)

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

12. MONTHLY FACILITIES CHARGE

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

13. MINIMUM CHARGE

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

14. LOAD MANAGEMENT

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

15. AGRICULTURAL IRRIGATION USAGE

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

16. PUBLIC UTILITIES TAX

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

17. RULES AND REGULATIONS

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

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

1. AVAILABILITY

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

2. TERM OF SERVICE

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

3. MONTHLY RATES

See Electric Fee Schedule

4. BILLING PERIOD

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

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

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

6. GENERAL COST ADJUSTMENT

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

7. GREEN/RENEWABLE ENERGY FUND RATE

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

8. MEASURED DEMAND

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

9. ON-PEAK HOURS

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

10. POWER FACTOR

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

11. BILLING DEMAND (TIME-OF-USE)

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

12. MONTHLY FACILITIES CHARGE

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

13. MINIMUM CHARGE

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

14. LOAD MANAGEMENT

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

15. AGRICULTURAL IRRIGATION USAGE

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

16. PUBLIC UTILITIES TAX

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

17. RULES AND REGULATIONS

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

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

1. AVAILABILITY

This rate applies to customers throughout the territory served by the City. Service will be rendered through a single metering installation under this rate schedule for lighting and/or power requirements of offices, institutions, and professional, commercial, or industrial establishments at primary voltage when the Customer has executed an Electric Service Agreement with the City for full requirements Service with a term of at least five years, and the Customer owns and maintains the required transforming, switching, and protection equipment, and expected peak loads will be greater than 500 kW.

2. TERM OF SERVICE

Service under this Service Schedule is available for the initial term and subsequent renewal terms as stated in the Electric Service Agreement. Upon expiration or cancellation of the Service Agreement, continued Service will be available under the appropriate Service Schedule then in effect.

3. MONTHLY RATES

See Electric Fee Schedule

4. BILLING PERIOD

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

5. PURCHASED POWER COST ADJUSTMENT (PPCA) CHARGE

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

6. GENERAL COST ADJUSTMENT

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

7. MEASURED DEMAND

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

8. GREEN/RENEWABLE ENERGY FUND RATE

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

9. ON-PEAK HOURS

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

10. POWER FACTOR

The average power factor of the Customer's installation, expressed to the nearest whole percent, shall be determined by metering installed by the City ratcheted to prevent reverse registration. If the actual average Power Factor is determined to be below or above a Base Power Factor as defined in Section

12.6 for any given month, the billing demand will be adjusted as per Section 12.6 of the Rules and Regulations.

11. BILLING DEMAND (TIME-OF-USE)

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

12. MONTHLY FACILITIES CHARGE

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

13. MINIMUM CHARGE

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

14. LOAD MANAGEMENT

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

15. PUBLIC UTILITIES TAX

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

16. RULES AND REGULATIONS

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

24-7 PL—PRIVATE AREA LIGHTING SCHEDULE

1. AVAILABILITY

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

2. CHARACTER OF SERVICE

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

3. TERM OF SERVICE

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

4. BILLING PERIOD

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

5. DESCRIPTION OF EQUIPMENT TO BE SUPPLIED

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

6. TERMS AND CONDITIONS OF SERVICE

a. Private Lighting Service is available to individual Customers provided the City has in place existing secondary Service facilities.

b. When additional circuits or poles are required on the Customer's premises, such additional circuits and poles shall be paid for, owned, and maintained by Customer.

c. Any additional secondary circuits or equipment necessary on City's poles shall be installed by City at Customer's expense but will be owned and maintained by the City. The Customer will bear the cost of any new poles or conductor over 100 feet in length.

d. Where the lighting unit is attached to a City owned pole and is located along a public right-of-way, the lighting unit furnished under this Service Classification must then extend over the Customer's property and not over the public right-of-way unless written permission is received from the government entity responsible for the right-of-way. The decision as to the location of a private lighting unit on City poles or other structures rests solely with the City.

e. The City will maintain and service only equipment which it owns.

f. Lamps shall be lighted from dusk to dawn each night, approximately 4,300 hours per year.

g. New installations shall remain in Service for a minimum of one (1) year. The City may require payment for removals or relocation of new installations in Service for less than one (1) year. A Service call fee may be charged for such Service. (See Chargeable Service Call in the Electric Fee Schedule)

h. The City will supply electricity, revamp when necessary, and maintain the equipment and optics which it owns. All other maintenance such as repairs/replacement of Customer owned pole will be at Customer's expense.

i. It is the Customer's responsibility to notify the City of any outage or problem with the operation of the Customer's private area light. No prorated credit on the Customer's bill will be allowed by the City for lack of Service when the City has not been notified of a problem.

j. Lamp renewals and/or maintenance will be performed during normal working hours within a reasonable period following notification of a problem by the Customer to the City.

k. All Private Area Lighting installations must be accessible to the City's maintenance trucks and personnel for revamping and repairs.

l. The City reserves the right to discontinue Service where cost of Service is excessive because of vandalism or other reasons.

7. Rate Schedules by equipment installation

   See Electric Fee Schedule

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

8. GENERAL COST ADJUSTMENT

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

9. GREEN ENERGY FUND RATE

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

10. RULES AND REGULATIONS

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

11. PUBLIC UTILITIES TAX

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

24-8. AGR—AGRICULTURAL SERVICE SCHEDULE

1. AVAILABILITY

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

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

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

2. TERM OF SERVICE

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

3. MONTHLY RATES

See Electric Fee Schedule

4. BILLING PERIOD

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

5. PURCHASED POWER COST ADJUSTMENT CHARGE (PPCA) CHARGE

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

6. GENERAL COST ADJUSTMENT

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

7. GREEN/RENEWABLE ENERGY FUND RATE

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

8. MONTHLY FACILITIES CHARGE

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

9. MINIMUM CHARGE

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

10. MEASURED DEMAND

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

11. BILLING DEMAND

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

12. LOAD MANAGEMENT

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

13. PUBLIC UTILITIES TAX

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

14. RULES AND REGULATIONS

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

24-9. EDR—ECONOMIC DEVELOPMENT RATE SCHEDULE

1. PURPOSE

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

2. AVAILABILITY

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

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

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

Strikes, equipment failures, temporary plant shutdowns; or other similar circumstances are what allow the Customer to claim eligibility for discounts under this Rate; or (4) The economic development purpose of this Rate is not being served.

3. DEFINITIONS

3.1 New Load - For a New Customer, New Load is the total Metered Demand and Energy attributable to initial permanent Service. For an Expansion Customer, New Load is the net demand and energy attributable to the expansion, as determined by the City.

3.2 Investment Unit - An investment Unit is equal to 1 non-seasonal, full-time job or $100,000 in capital investment.

3.3 Operational Date - The Operational Date for a New or Expansion Customer shall be the first day of full operation of the new or expanded facility. In no event, however, shall the Operational Date be later than 2 years after the New Customer or Expansion Customer applies for the discount available under this Rate.

4. DETERMINATION OF THE DISCOUNT

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

5. APPLICATION OF DISCOUNT

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

6. SERVICE AGREEMENT

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

7. GENERAL PROVISIONS

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

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

New Customers or Expansion Customers will give the City access to information reasonably required by the City to determine continuing eligibility. Unless expressly altered by this Rate, the terms, and

conditions of Service to a New Customer or an Expansion Customer will be governed by the Tariff and Service Agreement under which the City provides Service to the New Customer or Expansion Customer.

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

8. LOSS OR REDUCTION OF NEW LOAD

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

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

9. OTHER TERMS AND CONDITIONS

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

24-10. EXTRA FACILITIES SCHEDULE

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

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

"Extra Facilities" shall include but not be limited to such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, or other equipment installed for the exclusive use of the contracting Customer, in addition to the facilities which the City furnishes to the Customer without cost under its other Rate or Service Schedules.

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

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

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

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

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

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

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

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

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

1. AVAILABILITY

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

2. CHARACTER OF SERVICE

Service will be provided to those Customers who volunteer to receive their energy from Green/Renewable Energy Resources. Customers can take service in Blocks consisting of 100 kWh per Block. "Green/Renewable/ Energy" means electrical energy generated by means of a low- or zero-emissions generation technology that has substantial long-term production potential and may include, without limitation, solar, wind, hydropower, ocean energy, geothermal, landfill gas, anaerobically-digested waste biomass or fuel cells that are not fossil fueled, and any other generation technology approved by the State of Delaware. Green/Renewable Energy does not include any fossil fuel or nuclear energy.

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

3. TERM OF SERVICE

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

4. MONTHLY RATES

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

5. MONTHLY MINIMUM

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

6. OTHER TERMS AND CONDITIONS

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

7. PUBLIC UTILITY TAX

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

RETAIL CUSTOMERS DEMAND RESPONSE AGGREGATION

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

ANCILLARY SERVICES PROVIDED BY DEMAND RESPONSE RESOURCES

1. The City or any entity that applies to be an authorized Curtailment or Demand Response Service Provider and is subsequently approved by the City Manager or his designee is permitted to bid demand response on behalf of the Customers served by the City directly into PJM for energy imbalance, spinning reserves, supplemental reserves, reactive power and voltage control, or regulation and frequency response Ancillary Services or their functional equivalent as defined in the PJM's Open Access Transmission Tariff.
2. Customers served by the City wishing to bid their demand response into PJM for energy imbalance, spinning reserves, supplemental reserves, reactive power and voltage control, or regulation and frequency response ancillary services or its functional equivalent may do so by participating in the program established by the City or with a Curtailment or Demand Service Provider duly approved in advance by the City.

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

1. PREREQUISITE

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

2. PURPOSE

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

A. Establish technical requirements which will promote the safe and reliable parallel operation of Distributed Generation resources;

B. Enhance the reliability of electric service;

C. Facilitate the implementation and use of distributed resources technologies;

D. Enhance economic efficiency in the production and consumption of electricity and other energy resources; and

E. Promote the use of distributed resources in order to provide electric system benefits during periods of capacity constraint.

3. APPLICABILITY

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

4. DEFINITIONS

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

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

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

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

Grid—The interconnected arrangement of lines and transformers that make up the City's electric power system. IEEE Standard 929—IEEE Standard entitled Recommended Practice for Utility

Interface of Photovoltaic (PV) Systems, P929 Draft 11, dated July, 1999, or subsequent approved revision thereof.

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

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

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

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

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

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

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

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

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

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

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

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

5. INTERCONNECTION APPLICATION

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

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

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

7. PRE-INTERCONNECTION STUDIES

A. In many instances the City will wish to conduct a service study, coordination study, or facilities impact study prior to interconnection of a Distributed Generation unit. In instances where such studies are deemed necessary, the scope of such studies shall be based on the characteristics of the particular Distributed Generation unit to be interconnected and the proposed point of interconnection.

B. A Generator Owner who qualifies under the special NMS Rider Tariff and all generators less than 25kW are exempt from the pre-interconnection study requirement.

C. Completion of Pre-interconnection Study - Upon completion of the interconnection study, the City will notify the Generator Owner that his application has been approved or indicate insufficient detail why the application cannot be approved. The conducting of such pre-interconnection studies shall not unduly delay the interconnection of the Distributed Generation. In no event will such studies take longer to complete than 4 weeks after receipt of signed Customer application and Customer submittal of all required data.

D. Pre-interconnection Study Fee - The City will perform a pre-interconnection study without charge up to the typical and customary cost that the City would expend for the study work of similar type of Customer interconnection. If the cost to the City is expected to exceed this typical and customary amount, or if multiple submittals by the Generator Owner are necessary, the City will advise the Generator Owner of the expected cost of such study work by the City before such work begins. The Generator Owner will be responsible for payment of all costs above the typical and customary amount.

8. NETWORK INTERCONNECTION OF DISTRIBUTED GENERATION

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

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

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

10. CONNECTION APPROVAL

The Generator Owner can connect their generation to the City System only after the Interconnection Application has been approved and the Generation Owner has received a

written approval notification. The City will provide notification within four weeks after the receipt of the Interconnection Application and all required data.

11. INTERCONNECTED GENERATION SITE WARNING LABEL

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

12. DISCONNECTION AND RECONNECTION

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

A. Application Termination - Upon termination of the approved Interconnection Application.

B. Non-Compliance - For non-compliance with the technical guidelines specified in this document or other requirement contained in the applicable Tariff, provided that the City has given notice to the Generator Owner and provided the Generator Owner reasonable time (consistent with the condition) to correct such non-compliance. The City will reconnect the unit only upon receipt of certification from the Generator Owner and verification by the City that the unit complies. The City will provide verification within a reasonable time period.

C. In Case of a system emergency outage of the City's primary Electrical Sources - The Generator Owner's generation equipment must be installed and configured so that parallel operation must automatically cease immediately and automatically during outages or loss of the City's electric source in accordance with these guidelines. The Generation Owner must also cease parallel operation upon notification by the City of a system emergency, abnormal condition or in cases where such operation is determined to be unsafe, interferes with the supply of service to other Customers or interferes with the City's system maintenance or operation. In addition, the City may disconnect the generator from the system for system emergencies without notice. However, the City will use reasonable efforts to notify the Generation Owner prior to disconnecting.

D. For Routine Maintenance and Repairs - The City may disconnect a Customer/Generation Owner for routine maintenance and repairs on the City's system consistent with applicable tariffs and agreements. The City will make reasonable efforts to provide advance notice to the Customer/Generation Owner of service interruptions resulting from routine maintenance.

E. The City will reconnect the Customer/Generation Owner as quickly as possible following any such service interruption.

13. TERMINATION

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

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

14. PRIVILEGED COMMUNICATIONS CONCERNING PROPOSED DISTRIBUTED GENERATION PROJECTS

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

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

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

16. APPROVAL FOR INTERCONNECTION

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

A. GENERAL INTERCONNECTION AND PROTECTION REQUIREMENTS

1. The Generator Owner's generation and interconnection installation must meet all applicable national, state, and local construction and safety codes.

a. The Generator Owner's generator shall be equipped with protective hardware and software designed to prevent the generator from energizing one of the City's de-energized circuits. The Generator Owner's generator must automatically disconnect from the City's system if the Grid source is lost, irrespective of connect loads or other generators.

b. The generator shall be equipped with the necessary protective hardware and software designed to prevent sustained parallel operation of the generating equipment with the City's system unless the system service voltage and frequency are within acceptable magnitudes as defined in Section 15.

c. Pre-approved equipment shall be accepted as part of an interconnection proposal without the need to re-review the equipment itself. However, the application, design and setting of

pre-approved units and/or equipment must be reviewed and coordinated according to the unique needs of the specific location of the proposed installation. Where a complete unit or system has been pre-approved, only location-specific issues will typically need to be reviewed.

d. The Generator Owner shall be responsible for protecting its own generating and interconnection equipment in such a manner so that City system outages, short circuits, single phasing conditions or other disturbances including zero sequence currents and Ferro resonant over-voltages do not damage the Generator Owner's generating equipment. The protective equipment shall also prevent excessive or unnecessary tripping that would adversely affect the City's service reliability to other Generator Owners and Customers.

e. The generator and interface protection schemes shall be continuously monitored and functioning, and the generator shall immediately disconnect from the City's system for any condition that would make the protection scheme inoperable.

f. The operating power required for the protection and control schemes for the generator and the control power used to disconnect the generator from the City must not be dependent on the City grid power.

g. Where multiple generators are connected to the system through a single point of common coupling, the sum of the ratings of the generators will be used to determine the applicability of these guidelines. Protection scheme performance with one or more units offline will have to be considered.

h. Applicable circuit breakers or other interrupting devices at the Generator Owner's facility must be capable of interrupting the maximum available fault current at the site, including any contribution from the Owner's generator(s).

i. The Generator Owner will furnish and install a manual disconnect device which, when opened, will have the effect of isolating the generator from the City's system. The disconnect device shall have a visual break (a disconnect switch, a draw-out breaker, fuse block, etc. as appropriate to the voltage level), will, at times, be accessible to the City's personnel, and shall be capable of being locked in the open position via a City padlock. The City shall use reasonable efforts to utilize padlocks of a size consistent with typical manufacturer's specifications. The Generator Owner shall follow the City's switching, clearance and tagging procedures which the City shall provide and attach the Warning Label noted in Section 11.

   (1) On generation installations of 25kW or less, the Generator Owner may elect not to install a manual disconnect switch provided that the meter can be safely "pulled" by the City to isolate the generation equipment from the City's System. If the Generator Owner elects not to install a manual disconnect device, the Generator Owner assumes all risks and

consequences when a meter must be "pulled" to disconnect the generator thereby also interrupting electric service to the Customer.

j. The design, procurement, installation, and maintenance of the equipment at the Generator Owner's site is the responsibility of the Generator Owner and at the Generator Owner's expense.

k. Any necessary enhancements or improvements needed within the City's system and/or at the Customer sites to accommodate the parallel interconnection of the Generator Owner's generation will be at the Generator Owner's expense.

l. The Generator Owner has full responsibility and liability for the safe and proper operation of their equipment and the power originating from their generator. The Generator Owner is also responsible for synchronizing their generator(s) with the City's system and maintaining synchronous operation.

m. The Generator Owner must immediately cease parallel operation upon notification by the City if such operation is determined to be unsafe, interferes with the supply of service to other Customers, or interferes with the City's system maintenance or operation.

n. The City reserves the right to specify the type of transformer connection (e.g., delta-delta, wye-delta, wye-wye) that will be employed for all multiphase interface transformers consistent, where reasonable, with the Generator Owner's power system.

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

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

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

Generating Systems with Inverters Up to 25kw	Generating Systems with Inverters Greater than 25kw	Non-Inverter or Rotating Machine Generating Systems
·Trip in 0.1 second for <50% ·Trip in 2 second for 50%≤V<88% ·Trip in 2 seconds for 06%<V<137% ·Trip in 0.03 second for 137%≤V (Above times and voltages taken directly from IEEE 929)	·Trip in 0.1 second for V <50% ·Trip within 0.1 to 30 seconds for 50%≤V<88% ·Trip within 0.1 to 30 seconds for 106%<V<137% ·Trip in 0.03 second for 137%≤V (Specific voltage and time delay set points will be determined for each installation.)	·Trip in 0.1 second for V≥115% ·Trip within 0.1 to 30 seconds for V>110% or V<90% (Specific voltage and time delay set points will be determined for each installation.)

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

2. On three phase generator installations, full three phase voltage sensing should be employed. Voltages must be sensed on the high side of any interface transformer if the transformer high voltage winding is ungrounded.
3. The Generator Owner may reconnect to the grid when the system voltage returns to normal range and is stabilized as defined in Section III, Definitions.
4. Flicker—The Generator Owner shall not cause excessive voltage flicker on the company's system. This flicker shall not exceed the "Borderline of Irritation" curve, Fig. 10.3, as defined in IEEE Std 519-1992, Recommended Practices and Requirements for Harmonic Control in Electric Power Systems. Lower levels of flicker may be required in areas where equipment such as computers and instrumentation are impacted.
5. Frequency—The operating frequency of the generating equipment shall not deviate more than the values noted in the table below.

Generating Systems with Inverters Up to 25kw	Generating Systems with Inverters Greater than 25kw	Non-Inverter or Rotating Machine Generating Systems
· Trip in 0.1 second for F<59.3 Hz · Trip in 0.1 second for F>60.5 Hz · (Set points taken from IEEE 929)	· Trip in 0.1 second for F<59.3 Hz · Trip in 0.1 second for F>60.5 Hz (Other frequency and time delay set points may be necessary for a specific installation.)	· Trip in 0.1 second for <59.3 Hz · Trip in 0.1 second for F>60.5 Hz (Other frequency and time delay set points may be necessary for a specific installation.)

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

6. The Generator Owner may reconnect when the system frequency returns to normal range and is stabilized as defined in Section III, Definitions.
7. Harmonics—Non-linear circuit elements such as inverters can produce harmonics. Per IEEE Std 519, Recommended Practices and Requirements for Harmonic Control in Electric Power Systems, Table 11.1, the total harmonic distortion (THD) voltage shall not exceed 5% of the fundamental 60 Hz frequency nor 3% of the fundamental for any individual harmonic as measured at the location where the Customer interfaces with the City's system (Point of Common Coupling). In addition, the level of harmonic current that the Customer is allowed to inject into the City's system shall not exceed that specified in Table 10.3 in IEEE Std 519. Furthermore, any commutation notch should be limited as defined by Table 10.2 in IEEE Std 519. The preceding requirements apply to all types of generation systems.

8. The Generator Owner is responsible for the installation of any necessary controls or hardware to limit the voltage and current harmonics generated by his equipment to defined levels.

9. Power Factor—The generator must not adversely impact the power factor of the Generator Owner site. Most inverters are designed to operate close to unity power factor. The operating power factor of the generator shall be contained within the limits defined in the table below.

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

10. To the extent that a Generator Owner's power factor at the Point of Common Coupling falls below 0.9 lagging as a direct result of the installation of the generating unit(s), the Generator Owner must obtain, install, and maintain, at his expense, corrective apparatus that compensates for the drop in power factor caused by the installation of the generator.

11. Current—In some cases, directional over-current protection may be required to limit fault current flowing onto the Grid in the event of a line fault. DC inverters that are incapable of producing fault current do not require directional over-current protection.

12. Inverter systems should not inject DC current greater than 0.5% of rated inverter output in the AC interface point under either normal or abnormal conditions.

13. Fault and Line Clearing—The Generator Owner shall automatically disconnect from the City's system during electrical faults to the City's electrical system and upon loss of the City's electric source. The Generator Owner may reconnect when the system voltage and frequency return to normal range and is stabilized as defined in Section III, Definitions. Detection of the loss of the City's primary electric system, where the Generator Owner is operating on an island with other Customer load, becomes increasingly difficult as the level of dispersed generation on a feeder approaches the connected load. For generating units 25kw and below, the over/under voltage and over/under frequency settings described previously along with the anti-islanding provisions of IEEE 929/UL 1746 inverters, should be sufficient to satisfy this provision. For units greater than 25kw the voltage and frequency set-points are to be adjustable, with the actual setting determined by the City based on the electrical characteristics of the generator and the City's electrical system. In addition, additional protection such as power directional or directional overcurrent functions may be required. For units 500kw or larger, a direct tripping scheme to trip the

generator upon loss of the City's feeder may be required by the City. This decision will be based on the saturation of Distributed Generation on a particular feeder circuit and in those cases where under voltage or under frequency sensing may not adequately detect loss of the City source.

14. Automatic Reclosing—The Generator Owner is responsible for protecting his equipment from the effects of switching or automatic reclosing of the City's feeder circuit. The Generator Owner may request the City to delay high speed reclosing on the City's feeder to allow the interconnected generator sufficient time to remove itself from an islanding or de-energized feeder prior to automatic reclose. Since delaying the automatic reclose time degrades the level of service provided to other Customers on the circuit, the City will limit the automatic reclose time delays to a few seconds or less. The Generator Owner may also request that a direct transfer trip scheme be added to remove the interconnected Generator from service prior to automatic reclosing by using communications equipment between the generator site and the City. Similarly, the Generation Owner may request that a synchronizing check, or reclose blocking scheme be installed on the City's feeder to prevent out of phase reclosing. The Generation Owner is responsible for all costs associated with the installation and maintenance of these requested modifications.

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

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

a. Control, Protection and Safety Equipment for Generators of 25 kW[1] or Less Connected to Secondary or Primary System.

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

Notes:

1) Exporting to the City system may require additional operational/protection devices.

2) Generator Owner may elect to have the meter act as the disconnect device.

(See XIV.A.10)

3) For synchronous and other types of generators with stand-alone capability.

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

1. Generators greater than 25 kW must be three phase machines connected to three phase circuits.

a. Three Phase Synchronous Generators. Generator circuit breakers shall be three phase devices with electronic or electromechanical control. The Generation Owner is solely responsible for properly synchronizing his generator with the City's system. For a synchronous generator, the excitation system response ratio shall not be less than 0.5 (five-tenth). The generator's excitation system(s) shall confirm, as near as reasonably achievable, to the field voltage vs. time criteria specified in American National Standards Institute Standard C50.13-1989 in order to permit adequate field forcing during transient conditions.

b. Three Phase Induction Generators and Inverter Systems. Induction generation may be connected and brought up to synchronous speed (as an induction motor) if it can be demonstrated that the initial voltage drop measured on the City's side at the point of common coupling is within the visible flicker limits stated in Section XIV.B.2. Otherwise, the Generator Owner may be required to install hardware to other techniques to bring voltage fluctuations to acceptable levels. Line-commutated inverters do not require synchronizing equipment. Self-commutated inverters whether of the utility-interactive type or stand-alone type shall be used in parallel with the City system only with synchronizing equipment.

Control, Protection and Safety Equipment[1]

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

Notes:

1) Exporting to the City's system may require additional operating/protection devices and will require coordination of operations with the City.

2) For installations of 25kW or less, the Generation Owner may elect to have the meter act as the disconnect device. (See XIV.A.10)

3) Selection depends on grounding system, if required, by the City.

4) For synchronous and other types of generators with stand-alone capability.

5) To be determined on a site-specific basis. The relay will operate if the power flow from the generator into the Grid exceeds a predetermined level. A time delay will have to be incorporated into this relay to prevent it from operating during synchronous swings.

6) May be required as part of any necessary transfer tripping/reclose blocking protection scheme.

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

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

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

Generator Size Up to 1 MW	
Over-Voltage Trip	X
Under Voltage Trip	X
Synchronizing Check[1]	
Manual or Automatic	
Excessive Closed Time Trip[2]	X

Notes:

1) For synchronous and other types of generators with stand-alone capability.

2) Scheme will trip generator if closed transition parallel mode remains in effect longer than 0.1 second. Reverse power relay and current transformer may be required by the City.

F. INVERTER TYPE

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

G. INSPECTION AND START-UP TESTING

The Generator Owner shall provide the City with reasonable prior notice at least 2 weeks before the initial energizing and start-up testing of the Generator Owner's generating equipment and the City, at its discretion, shall witness the

testing of any equipment and protective systems associated with the interconnection. The Generator Owner shall revise and re-submit the application information for any proposed modification that may affect the safe and reliable operation of the City's system. The generator may be reconnected to the City system only after the modified application has been reviewed, testing has been confirmed and the City has given approval to reconnect.

H. SITE TESTING AND COMMISSIONING

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

I. METERING

Metering requirements will be reviewed on each specific installation.

J. DEDICATED TRANSFORMER

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

K. SUGGESTED REFERENCES

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

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

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

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

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

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

24-12. NET METERING SERVICE

1. AVAILABILITY

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

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

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

2. APPLICATION FOR THE NMS RIDER

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

3. CONNECTION TO THE CITY'S SYSTEM

A. The Customer Generator cannot be connected to the City's system unless it meets all applicable safety and performance standards set forth by the following: The Technical Considerations Covering Parallel Operations of Customer Owned Generation dated January 1, 2007, National Electric Safety Code, Underwriters Laboratories, Institute of Electrical and Electronic Engineers, North America Electric Reliability Council ("NERC") and the City's Electric Service Handbook. Special Attention should be given to the National Electric Code Sections 690 and 705. The Customer must, at his expense, obtain any and all necessary permits, inspections, and approvals required by any local public authorities and any other governing regulations in effect at that time. All the interconnection with the City's System shall be either done by the City or approved by the City.

B. The Customer Generator must be installed and configured so that parallel operation must cease immediately and automatically during system outages or loss of the City's primary power supply. The Customer must also cease parallel operation upon notification by the City of a system emergency, abnormal condition, or in cases where such operation is determined to be unsafe, interferes with the City's supply of service to other Customers, or with the operation or maintenance of the City's system. Customer Generator system and equipment that comply with the above listed codes and standards shall be deemed to have generally complied with these requirements.

1. If it is necessary for the City to extend or modify portions of its systems to accommodate the delivery of electricity from the Customer Generator, such extension or modification

shall be performed by the City at the Customer's expense. For new Customers, such expense shall be determined by the difference between the total cost and the investment the City would make to install a normal service without the Customer Generator.

C. In the event that a net-metering customer abandons the property where the energy generating equipment is located, the equipment may remain connected to the electric distribution system, unless the equipment presents a risk to the safety and reliability of the electric distribution system.

4. DELIVERED VOLTAGE

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

5. CONTRACT TERM

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

6. RATE

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

7. METERING

An electric meter service will be installed at the Customer's location to measure the energy consumed and the energy delivered to the City system. The City will furnish, install, maintain, and own all metering equipment. Cost will be determined under the Additional Costs and Responsibilities clause below.

8. ADDITIONAL COSTS AND RESPONSIBILITIES

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

9. FAILURE TO COMPLY

The City may disconnect the Customer's Service from the City's electric system if the Customer fails to comply with any of the provisions of the NMS Rider. The City also retains the right to disconnect the Customer Generator if it interferes with the City's Service or poses a safety or reliability risk to the

City's electric system. The Customer shall also be responsible for all the penalties and costs caused by Customer's failure to comply with this Section.

10. RULES AND REGULATIONS

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

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

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

Contact Information

Customer's Name:
(As it appears on your electric bill)

Customer's Account Number:
(Found on your electric bill)

Service Address:
(Customer's street address)

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

( ) _____ - _____

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

_____Blocks X VGRE Rate, $/Block = $_____

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

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

_____ _____

Signature of Customer Date

Mail To Customer Service Center at:

City of Milford
119 S Walnut Street
Milford, DE 19963

Section 2. Dates.
Introduction: 07/28/2025
Projected Adoption: 08/11/2025

Section 3.
Effective Date is Ten Days Following Adoption by City Council.

Published: DSN 08/01/25

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 CARLISLE LANE, LLC

Development Advisory Committee: October 2, 2024

Planning Commission Meeting: August 19, 2025

Application Number / Name	:	MJSP 004-2024 / Carlisle Lane, LLC
Applicant	:	Carlisle Lane, LLC 4330 Big Stone Beach Road Milford, DE 19963
Owner	:	Same
Application Type	:	Preliminary Major Subdivision
Comprehensive Plan Designation	:	Moderate Density Residential
Zoning District	:	R-3 (Garden Apartment & Townhouse District)
Present Use	:	Vacant Land & (2) Single Family-Detached Dwellings
Proposed Use	:	Major Subdivision – 39 Townhouses & 1 Single-family Detached
Area and Location	:	4.59 +/- acres of land located along the west side of Truitt Avenue between NW Third Street and NW Sixth Street.
Property Identification Numbers	:	5-16-18306-01-0700 & 0800 5-16-18310-01-0100, 1200 & 1300

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

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

THE CITY of Milford DELAWARE

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

STAFF ANALYSIS REPORT
July 29, 2025

Application Number / Name	:	MJSP 004-2024 / Carlisle Lane, LLC
Property Identification Numbers	:	5-16-18306-01-0700 & 0800 5-16-18310-01-0100, 1200 & 1300
Area and Location	:	4.59 +/- acres of land located along the west side of Truitt Avenue between NW Third Street and NW Sixth Street.

I. BACKGROUND INFORMATION:

- The applicant proposes to consolidate five existing parcels and subdivide the land into thirty-nine (39) townhouse lots and one (1) single-family detached dwelling lot as shown on the provided preliminary major subdivision plans.

II. STAFF ANALYSIS:

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

- The applicant is seeking several waivers from Chapter 200 Subdivision of Land, which are outlined below and listed on the cover sheet of the preliminary major subdivision plans.
    - Chapter 200-8(A)(14)(a) requires a pavement width of 36 feet for local residential streets with parking on both sides. The applicant is seeking permission to reduce the pavement width for Lilac Lane to 30 feet.
    - Chapter 200-8(A)(14)(a) requires a right-of-way width of 60 feet for local residential streets. The applicant is seeking permission to reduce the right-of-way width for Lilac Lane to 43.34 feet.
    - Chapter 200-8(E)(8) states "no lots shall be platted on land subject to flooding by the 100-year flood elevation or any other use where danger to life or property or an aggravation of flood hazard may result. Such land should be set aside for uses which would not be endangered by periodic or occasional inundations." The applicant is seeking permission to allow Lots 24, 37, 38 and 39 to be platted within the 100-year floodplain. It should be noted that the proposed dwellings would be located outside of the 100-year floodplain.
    - Chapter 200-8(E)(9) states "no lots shall be platted within 25 feet of land under the jurisdiction of the U.S. Army Corps of Engineers." The applicant is seeking permission to allow Lots 23, 24, 35, 36, 37, 38 and 39 to be platted within 25 feet of the delineated wetlands.

- Chapter 200-8(G)(1)(f) requires "shade trees 150 feet on center each side of the road." The applicant is seeking a waiver from this requirement.

- The Board of Adjustment reviewed and approved thirty-two (32) variance requests associated with the preliminary major subdivision plan at the March 13, 2025 public hearing. The applicant sought relief from the following;
  - Chapter 230-11(D)(3)(e) states the "minimum front yard setback line shall be 30 feet." The Board granted permission to reduce the front yard setback for Lot 7 from 30 feet to 20.9 feet along Lilac Lane, resulting in a 9.1-foot encroachment into the required front yard setback.
  - Chapter 230-11(D)(3)(e) states the "minimum front yard setback line shall be 30 feet." The Board granted permission to reduce the front yard setback for Lot 8 from 30 feet to 20.9 feet along Lilac Lane, resulting in a 9.1-foot encroachment into the required front yard setback.
  - Chapter 230-11(D)(3)(g) states the "minimum side yard setback shall be 10 feet, aggregate 30 feet." The Board granted permission to reduce the aggregate side yard setback for Lot 15 from 30 feet to 24.5 feet, resulting in a 5.5-foot reduction in the required side yard aggregate.
  - Chapter 230-11(D)(3)(c) states the "maximum lot coverage shall be 60%." The Board granted permission to increase the maximum lot coverage for Lot 16 from 60% to 65%, resulting in a 5% exceedance from the maximum permitted lot coverage.
  - Chapter 230-11(D)(3)(c) states the "maximum lot coverage shall be 60%." The Board granted permission to increase the maximum lot coverage for Lot 17 from 60% to 65%, resulting in a 5% exceedance from the maximum permitted lot coverage.
  - Chapter 230-11(D)(3)(e) states the "minimum front yard setback line shall be 30 feet." The Board granted permission to reduce the front yard setback for Lot 18 from 30 feet to 14.5 feet along the west side of the lot, resulting in a 15.5-foot reduction in the required front yard setback.
  - Chapter 230-11(D)(3)(g) states the "minimum side yard setback shall be 10 feet, aggregate 30 feet." The Board granted permission to reduce the aggregate side yard setback for Lot 19 from 30 feet to 24.5 feet, resulting in a 5.5-foot reduction in the required side yard aggregate.
  - Chapter 230-11(D)(3)(g) states the "minimum side yard setback shall be 10 feet, aggregate 30 feet." The Board granted permission to reduce the aggregate side yard setback for Lot 24 from 30 feet to 24.5 feet, resulting in a 5.5-foot reduction in the required side yard aggregate.
  - Chapter 230-43(D) states "No buildings, structures, impervious surface, fill, obstructions to drainage, or land disturbance shall be situated nearer than 25 feet to a delineated wetlands area. The placement of fill, regrading, or other obstructions to surface sheet flow, or the clearing or removal of natural vegetation within this setback area, shall be prohibited, unless in conjunction with a permit to fill and/or eliminate the wetland areas under State and/or federal permit, including nationwide permits authorized by the United States Army Corps of Engineers. Notwithstanding all of the foregoing, limited cuts into the surface area of this twenty-five-foot setback area in conjunction with the placement of outfall stabilization facilities therein (such as stone rip-rap, turf stabilization, or other geosynthetic materials) may be permitted for the purpose of stabilizing and/or installing stormwater management outfalls, thus providing for a non-erosive flow condition at the outfall, provided that such encroachments into the twenty-five-foot setback area shall be limited to a maximum distance into the wetland buffer of 15 feet measured from the twenty-five-foot wetland buffer line, and shall be limited to a maximum width of 20 feet." The Board granted permission to allow 945 square feet of land disturbance on Lot 24 for grading activities within the 25-foot wetland setback.
  - Chapter 230-11(D)(3)(g) states the "minimum side yard setback shall be 10 feet, aggregate 30 feet." The Board granted permission to reduce the aggregate side yard setback for Lot 25 from 30 feet to 24 feet, resulting in a 6-foot reduction in the required side yard aggregate.

- Chapter 230-11(D)(3)(e) states the "minimum front yard setback line shall be 30 feet." The Board granted permission to reduce the front yard setback for Lot 31 from 30 feet to 14 feet along the south side of the lot, resulting in a 16-foot encroachment into the required front yard setback.
- Chapter 230-11(D)(3)(g) states the "minimum side yard setback shall be 10 feet, aggregate 30 feet." The Board granted permission to reduce the aggregate side yard setback for Lot 32 from 30 feet to 20 feet, resulting in a 10-foot reduction in the required side yard aggregate.
- Chapter 230-11(D)(3)(f) states the "minimum rear yard setback shall be 30 feet." The Board granted permission to reduce the rear yard setback for Lot 32 from 30 feet to 16.3 feet, resulting in a 13.7-foot reduction in the rear yard setback.
- Chapter 230-11(D)(3)(c) states the "maximum lot coverage shall be 60%." The Board granted permission to increase the maximum lot coverage for Lot 33 from 60% to 66%, resulting in a 6% exceedance from the maximum permitted lot coverage.
- Chapter 230-11(D)(3)(f) states the "minimum rear yard setback shall be 30 feet." The Board granted permission to reduce the rear yard setback for Lot 33 from 30 feet to 18.4, resulting in a 11.6-foot reduction in the rear yard setback.
- Chapter 230-11(D)(3)(c) states the "maximum lot coverage shall be 60%." The Board granted permission to increase the maximum lot coverage for Lot 34 from 60% to 65%, resulting in a 5% exceedance from the maximum permitted lot coverage.
- Chapter 230-11(D)(3)(f) states the "minimum rear yard setback shall be 30 feet." The Board granted permission to reduce the rear yard setback for Lot 34 from 30 feet to 20.5, resulting in a 9.5-foot reduction in the rear yard setback.
- Chapter 230-11(D)(3)(c) states the "maximum lot coverage shall be 60%." The Board granted permission to increase the maximum lot coverage for Lot 35 from 60% to 63%, resulting in a 3% exceedance from the maximum permitted lot coverage.
- Chapter 230-11(D)(3)(f) states the "minimum rear yard setback shall be 30 feet." The Board granted permission to reduce the rear yard setback for Lot 35 from 30 feet to 22.7, resulting in a 7.3-foot reduction in the rear yard setback.
- Chapter 230-11(D)(3)(c) states the "maximum lot coverage shall be 60%." The Board granted permission to increase the maximum lot coverage for Lot 36 from 60% to 62%, resulting in a 2% exceedance from the maximum permitted lot coverage.
- Chapter 230-11(D)(3)(f) states the "minimum rear yard setback shall be 30 feet." The Board granted permission to reduce the rear yard setback for Lot 36 from 30 feet to 24.3, resulting in a 5.7-foot reduction in the rear yard setback.
- Chapter 230-11(D)(3)(c) states the "maximum lot coverage shall be 60%." The Board granted permission to increase the maximum lot coverage for Lot 37 from 60% to 62%, resulting in a 2% exceedance from the maximum permitted lot coverage.
- Chapter 230-11(D)(3)(f) states the "minimum rear yard setback shall be 30 feet." The Board granted permission to reduce the rear yard setback for Lot 37 from 30 feet to 25.9, resulting in a 4.1-foot reduction in the rear yard setback.
- Chapter 230-11(D)(3)(c) states the "maximum lot coverage shall be 60%." The Board granted permission to increase the maximum lot coverage for Lot 38 from 60% to 61%, resulting in a 1% exceedance from the maximum permitted lot coverage.
- Chapter 230-11(D)(3)(f) states the "minimum rear yard setback shall be 30 feet." The Board granted permission to reduce the rear yard setback for Lot 38 from 30 feet to 27.6, resulting in a 2.4-foot reduction in the rear yard setback.
- Chapter 230-11(D)(3)(g) states the "minimum side yard setback shall be 10 feet, aggregate 30 feet." The Board granted permission to reduce the aggregate side yard setback for Lot 39 from 30 feet to 20 feet, resulting in a 10-foot reduction in the required side yard aggregate.

- Chapter 230-11(D)(3)(f) states the "minimum rear yard setback shall be 30 feet." The Board granted permission to reduce the rear yard setback for Lot 39 from 30 feet to 29.2, resulting in a 0.8-foot reduction in the rear yard setback.
- Chapter 230-43(D) states "No buildings, structures, impervious surface, fill, obstructions to drainage, or land disturbance shall be situated nearer than 25 feet to a delineated wetlands area. The placement of fill, regrading, or other obstructions to surface sheet flow, or the clearing or removal of natural vegetation within this setback area, shall be prohibited, unless in conjunction with a permit to fill and/or eliminate the wetland areas under State and/or federal permit, including nationwide permits authorized by the United States Army Corps of Engineers. Notwithstanding all of the foregoing, limited cuts into the surface area of this twenty-five-foot setback area in conjunction with the placement of outfall stabilization facilities therein (such as stone rip-rap, turf stabilization, or other geosynthetic materials) may be permitted for the purpose of stabilizing and/or installing stormwater management outfalls, thus providing for a non-erosive flow condition at the outfall, provided that such encroachments into the twenty-five-foot setback area shall be limited to a maximum distance into the wetland buffer of 15 feet measured from the twenty-five-foot wetland buffer line, and shall be limited to a maximum width of 20 feet." The Board granted permission to allow 815 square feet of land disturbance on Lot 39 for grading activities within the 25-foot wetland setback.
- Chapter 230-11(D)(1)(a) states the "minimum lot area shall be 7500 square feet." The Board granted permission to reduce the minimum lot area for Lot 40 from 7,500 square feet to 3,986 square feet, resulting in a reduction in the minimum lot area of 3,514 square feet.
- Chapter 230-11(D)(1)(c) states the "minimum lot width shall be 60 feet." The Board granted permission to reduce the minimum lot width for Lot 40 from 60 feet to 46.5 feet, resulting in a reduction in the minimum lot width of 13.5 feet.
- Chapter 230-11(D)(1)(d) states the "minimum front yard setback line shall be 30 feet." The Board granted permission to reduce the front yard setback for Lot 40 from 30 feet to 8.5 feet along the south side of the lot, resulting in a 21.5-foot encroachment into the required front yard setback.
- Chapter 230-43(D) states "No buildings, structures, impervious surface, fill, obstructions to drainage, or land disturbance shall be situated nearer than 25 feet to a delineated wetlands area. The placement of fill, regrading, or other obstructions to surface sheet flow, or the clearing or removal of natural vegetation within this setback area, shall be prohibited, unless in conjunction with a permit to fill and/or eliminate the wetland areas under State and/or federal permit, including nationwide permits authorized by the United States Army Corps of Engineers. Notwithstanding all of the foregoing, limited cuts into the surface area of this twenty-five-foot setback area in conjunction with the placement of outfall stabilization facilities therein (such as stone rip-rap, turf stabilization, or other geosynthetic materials) may be permitted for the purpose of stabilizing and/or installing stormwater management outfalls, thus providing for a non-erosive flow condition at the outfall, provided that such encroachments into the twenty-five-foot setback area shall be limited to a maximum distance into the wetland buffer of 15 feet measured from the twenty-five-foot wetland buffer line, and shall be limited to a maximum width of 20 feet." The Board granted permission to allow 8600 square feet of land disturbance on Open Space Parcel 1 for grading activities within the 25-foot wetland setback.

- Chapter 230-19.74(A)(5) states "all residential developments shall provide recreational areas in a size equal to 275 square feet per dwelling unit or one-half acre of land, whichever is greater." The minimum required recreational open space for the proposed subdivision is 0.5 acres. The applicant is seeking permission to provide cash-in-lieu of recreational area construction as outlined in Chapter 230-19.7(A)(6), which states the following;

- Determination of suitability for cash donation. If the City determines that the construction of recreation is not practical due to close proximity to existing available recreation facilities or infeasible due to natural characteristics of the land or will not benefit the residents of the development, the City shall require a full or partial cash in lieu of areas of donation to be made by the developer in lieu of a full or partial dedication of land.
- Separate recreation account. The cash donation shall be deposited in a separate account to be used for parks, playgrounds or recreational purposes.
- Amount of cash donation. The total amount of cash-in-lieu of active recreation open space shall be equivalent to the appraised pre-improvement value of the land area required. The appraised pre-improvement value shall be based upon an appraisal of the subject property completed at the applicant's expense within six months prior to the date of request for consideration of cash in lieu of recreation area. If the City and/or the applicant do not agree on the land value estimate established by the appraisal, a new appraisal shall be performed by an independent third-party professional real estate appraiser at the applicant's expense. This appraisal shall be awarded on a competitive bid basis to a qualified, certified appraiser that submits the lowest bid. The City shall manage the bid process.
- Payment of cash donation. One hundred percent cash donation provided under this section shall be collected prior to issuing the first building permit for the development.

An appraisal report dated May 5, 2025 is enclosed within the packet for reference. The total land area that was appraised was 4.75 acres with a total value of $520,000, which equates to $110,169.50 per acre. Based on the required recreational open space of 0.5 acres, the applicant would need to provide a cash donation of $55,084.75.

- A FEMA Letter of Map Change (LOMC) will be required prior to final major subdivision approval to correct the location of the 100-year floodplain based on the surveyed topography of the property. The applicant is not proposing to place any fill within the existing 100-year floodplain.

- Other than the aforementioned waiver requests, the thirty-two variance approvals and the recreational open space cash-in-lieu request, the application is consistent with Chapter 230 Zoning and Chapter 200 Subdivision of Land.

- The preliminary major subdivision plans have been reviewed for general compliance with the City's Construction Standards and Specifications. See plan review comment letter dated June 19, 2025 and applicant's responses.

- The following comments must be addressed prior to Final Major Subdivision approval;
  - Obtain approvals or no objection letters from State Fire Marshal's Office, Kent Conservation District, DNREC WPCC and DHSS;
  - Address remaining Preliminary Major Subdivision review comments (copy of which is included in the packet) from the Planning Department;
  - Obtain final approval of engineering plans from the City Engineer; and
  - Address additional department and agency comments outlined in Section III.

III. AGENCY & DEPARTMENT COMMENTS:

- **DelDOT**
  No comments provided.

- **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.

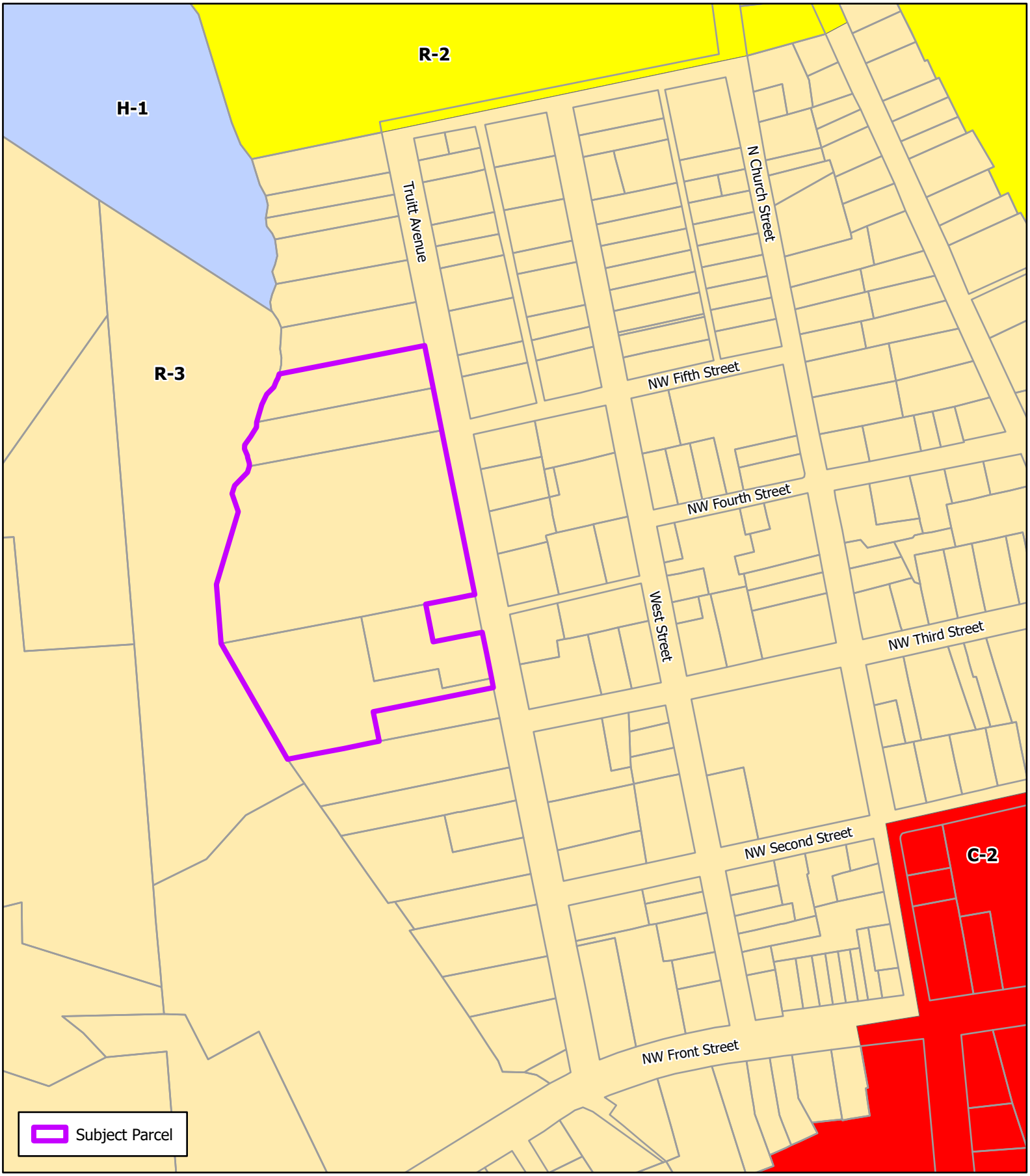
- **Carlisle Fire Company**
  No comments provided.

- **City of Milford Public Works Department, City Engineer**
  See attached Preliminary Major Subdivision and Site Plan review comments dated June 19, 2025.

- **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: 0 120 240 Feet

Drawn by: WRP

Date: 09/16/24

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Title:

Preliminary Major Subdivision

Carlisle Lane, LLC

Location & Zoning Ma-

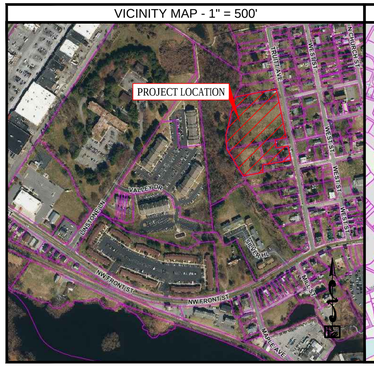
TRUITT TOWNHOMES

PRELIMINARY MAJOR SUBDIVISION PLANS

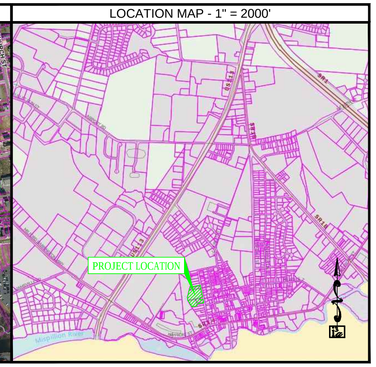
504 TRUITT AVENUE
MILFORD, DELAWARE, 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID 5-16-18306-01-0700-00001

PRELIMINARY SET
MAY 2025

VICINITY MAP - 1" = 500'



LOCATION MAP - 1" = 2000'



SHEET LIST TABLE

SHEET INDEX	SHEET NUMBER	SHEET TITLE
GENERAL		
1A	G1.0	COVER SHEET / INDEX
1B	G1.1	GENERAL NOTES
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2	C1.0	EXISTING CONDITIONS PLAN
3	C1.1	PHASING PLAN
4	C1.2	SITE PLAN
5	C1.3	GRADING PLAN
6	C2.0	UTILITY PLAN
7	C2.1	PIPE SCHEDULES & STRUCTURE TABLES
8	C3.0	ENTRANCE PLAN
9	F1.0	FIRE MARSHAL PLAN
10	L1.0	LANDSCAPE PLAN
11	R1.0	RECORD PLAN

VARIANCES REQUESTED

ON MARCH 13, 2025, THE CITY OF MILFORD BOARD OF ADJUSTMENT HELD A PUBLIC HEARING FOR THIRTY-TWO VARIANCE REQUESTS ASSOCIATED WITH THIS APPLICATION, FOR WHICH THE BOARD GRANTED APPROVAL FOR THE FOLLOWING:

LOT 7

1. VARIANCE FROM 230-11(D)(3)(E) TO PERMIT A 20.9' FRONT YARD SETBACK AT CORNER LOT (30 FEET REQUIRED)

LOT 8

2. VARIANCE FROM 230-11(D)(3)(E) TO PERMIT A 20.9' FRONT YARD SETBACK AT CORNER LOT (30 FEET REQUIRED)

LOT 15

3. VARIANCE FROM 230-11(D)(3)(G) TO PERMIT A 10' AGGREGATE SIDE YARD SETBACK (30 FEET REQUIRED)

LOT 16

4. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 65% LOT COVERAGE (60% MAXIMUM ALLOWED)

LOT 17

5. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 65% LOT COVERAGE (60% MAXIMUM ALLOWED)

LOT 18

6. VARIANCE FROM 230-11(D)(3)(E) TO PERMIT A 14.5' FRONT YARD SETBACK AT CORNER LOT (30 FEET REQUIRED)

LOT 19

7. VARIANCE FROM 230-11(D)(3)(G) TO PERMIT A 14.0' AGGREGATE SIDE YARD SETBACK (30 FEET REQUIRED)

LOT 24

8. VARIANCE FROM 230-11(D)(3)(G) TO PERMIT A 10.5' AGGREGATE SIDE YARD SETBACK (30 FEET REQUIRED)
9. VARIANCE FROM 230-43(D) TO PERMIT 945 SQUARE FEET OF LAND DISTURBANCE FOR GRADING ACTIVITIES IN THE WETLAND BUFFER

LOT 25

10. VARIANCE FROM 230-11(D)(3)(G) TO PERMIT A 10.0' AGGREGATE SIDE YARD SETBACK (30 FEET REQUIRED)

LOT 31

11. VARIANCE FROM 230-11(D)(3)(E) TO PERMIT A 14.0' FRONT YARD SETBACK AT CORNER LOT (30 FEET REQUIRED)

LOT 32

12. VARIANCE FROM 230-11(D)(3)(G) TO PERMIT A 10.0' AGGREGATE SIDE YARD SETBACK (30 FEET REQUIRED)
13. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 16.30' REAR YARD SETBACK (30 FEET REQUIRED)

LOT 33

14. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 66% LOT COVERAGE (60% MAXIMUM ALLOWED)
15. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 18.4' REAR YARD SETBACK (30 FEET REQUIRED)

LOT 34

16. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 65% LOT COVERAGE (60% MAXIMUM ALLOWED)
17. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 20.5' REAR YARD SETBACK (30 FEET REQUIRED)

LOT 35

18. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 63% LOT COVERAGE (60% MAXIMUM ALLOWED)
19. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 22.7' REAR YARD SETBACK (30 FEET REQUIRED)

LOT 36

20. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 62% LOT COVERAGE (60% MAXIMUM ALLOWED)
21. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 24.3' REAR YARD SETBACK (30 FEET REQUIRED)

LOT 37

22. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 62% LOT COVERAGE (60% MAXIMUM ALLOWED)
23. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 25.9' REAR YARD SETBACK (30 FEET REQUIRED)

LOT 38

24. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 61% LOT COVERAGE (60% MAXIMUM ALLOWED)
25. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 27.6' REAR YARD SETBACK (30 FEET REQUIRED)

LOT 39

26. VARIANCE FROM 230-11(D)(3)(G) TO PERMIT A 10' AGGREGATE SIDE YARD SETBACK (30 FEET REQUIRED)
27. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 29.2' REAR YARD SETBACK (30 FEET REQUIRED)
28. VARIANCE FROM 230-43(D) TO PERMIT 815 SQUARE FEET OF LAND DISTURBANCE FOR GRADING ACTIVITIES IN THE WETLAND BUFFER

LOT 40

29. VARIANCE FROM 230-11(D)(1)(A) TO PERMIT A 3986 SQUARE FEET LOT AREA (7500 SQUARE FEET MINIMUM REQUIRED)
30. VARIANCE FROM 230-11(D)(1)(C) TO PERMIT A 46.5' LOT WIDTH (60 FEET MINIMUM REQUIRED)
31. VARIANCE FROM 230-11(D)(1)(D) TO PERMIT A 8.5' FRONT YARD SETBACK AT CORNER LOT (30 FEET REQUIRED)

PARCEL #1

32. VARIANCE FROM 230-43(D) TO PERMIT 8600 SQUARE FEET OF LAND DISTURBANCE FOR GRADING ACTIVITIES IN THE WETLAND BUFFER

REQUESTED WAIVERS

1. TO PERMIT A 30 FOOT STREET WIDTH AT THE NORTH AND WEST OF THE SUBDIVISION, TO BE KNOWN AS LILAC LANE (36 FEET STREET WIDTH REQUIRED PER 200-8(A)(14)(a)).
2. TO PERMIT A 43.34 FOOT RIGHT-OF-WAY AT THE NORTH AND WEST OF THE SUBDIVISION, TO BE KNOWN AS LILAC LANE (60 FEET RIGHT-OF-WAY WIDTH REQUIRED PER 200-8(A)(14)(a)).
3. TO PERMIT THE EXISTING RIGHT-OF-WAY WIDTH TO REMAIN AT THE EAST OF THE SUBDIVISION, KNOWN AS TRUITT AVENUE (60 FEET RIGHT-OF-WAY WIDTH REQUIRED PER 200-8(A)(14)(a)).
4. TO PERMIT LOT 24 TO BE PLATTED WITHIN THE 100-YEAR FLOODPLAIN (RESIDENTIAL LOTS OR ANY OTHER USES WHERE DANGER TO LIFE OR PROPERTY OR AN AGGRAVATION OF FLOOD HAZARD MAY RESULT MAY NOT BE PLATTED WITHIN THE FLOODPLAIN PER 200-8(E)(8)).
5. TO PERMIT LOT 37 TO BE PLATTED WITHIN THE 100-YEAR FLOODPLAIN (RESIDENTIAL LOTS OR ANY OTHER USES WHERE DANGER TO LIFE OR PROPERTY OR AN AGGRAVATION OF FLOOD HAZARD MAY RESULT MAY NOT BE PLATTED WITHIN THE FLOODPLAIN PER 200-8(E)(8)).
6. TO PERMIT LOT 38 TO BE PLATTED WITHIN THE 100-YEAR FLOODPLAIN (RESIDENTIAL LOTS OR ANY OTHER USES WHERE DANGER TO LIFE OR PROPERTY OR AN AGGRAVATION OF FLOOD HAZARD MAY RESULT MAY NOT BE PLATTED WITHIN THE FLOODPLAIN PER 200-8(E)(8)).
7. TO PERMIT LOT 39 TO BE PLATTED WITHIN THE 100-YEAR FLOODPLAIN (RESIDENTIAL LOTS OR ANY OTHER USES WHERE DANGER TO LIFE OR PROPERTY OR AN AGGRAVATION OF FLOOD HAZARD MAY RESULT MAY NOT BE PLATTED WITHIN THE FLOODPLAIN PER 200-8(E)(8)).
8. TO PERMIT LOT 23 TO BE PLATTED WITHIN 25 FEET OF LAND UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS (PRIVATE LOTS MAY NOT BE PLATTED WITHIN 25 FEET OF SAID JURISDICTION PER 200-8(E)(9)).
9. TO PERMIT LOT 24 TO BE PLATTED WITHIN 25 FEET OF LAND UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS (PRIVATE LOTS MAY NOT BE PLATTED WITHIN 25 FEET OF SAID JURISDICTION PER 200-8(E)(9)).
10. TO PERMIT LOT 35 TO BE PLATTED WITHIN 25 FEET OF LAND UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS (PRIVATE LOTS MAY NOT BE PLATTED WITHIN 25 FEET OF SAID JURISDICTION PER 200-8(E)(9)).
11. TO PERMIT LOT 36 TO BE PLATTED WITHIN 25 FEET OF LAND UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS (PRIVATE LOTS MAY NOT BE PLATTED WITHIN 25 FEET OF SAID JURISDICTION PER 200-8(E)(9)).
12. TO PERMIT LOT 37 TO BE PLATTED WITHIN 25 FEET OF LAND UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS (PRIVATE LOTS MAY NOT BE PLATTED WITHIN 25 FEET OF SAID JURISDICTION PER 200-8(E)(9)).
13. TO PERMIT LOT 38 TO BE PLATTED WITHIN 25 FEET OF LAND UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS (PRIVATE LOTS MAY NOT BE PLATTED WITHIN 25 FEET OF SAID JURISDICTION PER 200-8(E)(9)).
14. TO PERMIT LOT 39 TO BE PLATTED WITHIN 25 FEET OF LAND UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS (PRIVATE LOTS MAY NOT BE PLATTED WITHIN 25 FEET OF SAID JURISDICTION PER 200-8(E)(9)).

CITY ENGINEER APPROVAL

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

CITY ENGINEER _____ DATE _____

CITY OF MILFORD APPROVAL

MARK WHITFIELD CITY MANAGER _____ DATE _____

CERTIFICATION OF PLAN ACCURACY

I, EDWARD H. IDE, III, P.E., HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER WITH A BACKGROUND IN CIVIL ENGINEERING IN THE STATE OF DELAWARE AND THAT ALL OF THE INFORMATION ON THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY ACCEPTED SURVEYING STANDARDS AND PRACTICES AND BY THE CITY OF MILFORD CODE OF ORDINANCES.

EDWARD H. IDE, III, P.E. LICENSE NO. 9691 _____ DATE _____

CERTIFICATION OF OWNERSHIP

I, CARLISLE LANE LLC , HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAN AND THAT THE LAND USE ACTION PROPOSED BY THIS PLAN IS MADE AT MY DIRECTION AND THAT I AUTHORIZE THIS PLAN TO BE RECORDED IN ACCORDANCE WITH THE CITY OF MILFORD CODE OF ORDINANCES.

CARLISLE LANE LLC _____ 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.

DATA COLUMN - SUBDIVISION

TAX PARCEL ID:	5-16-18306-01-0700-00001 5-16-18306-01-0800-00001 5-16-18310-01-0100-00001 5-16-18310-01-1300-00001 5-16-18310-01-1200-00001
PROPERTY OWNER / DEVELOPER:	CARLISLE LANE LLC 4330 BIG STONE BEACH ROAD MILFORD, DELAWARE 19963 (302) 745-0793
EXISTING ZONING:	R3 - GARDEN APARTMENT AND TOWNHOUSE
PROPOSED ZONING:	R3 - GARDEN APARTMENT AND TOWNHOUSE
EXISTING USE:	1 SINGLE FAMILY RESIDENCE AND 1 CHURCH
PROPOSED USE:	RESIDENTIAL SUBDIVISION W/ 39 TOWNHOUSE LOTS AND 1 SINGLE-FAMILY LOT
SITE AREA WITH BOUNDARIES:	4.59 AC [199,905 S.F.]
MINIMUM PROJECT AREA REQUIRED:	1.0 AC
EXISTING WETLAND AREA:	0.18 AC ON MARCH 5, 2024, HILLIS-CARNES ENGINEERING ASSOCIATES, INC. PERFORMED A WETLAND STUDY AND SITE EVALUATION AND DETERMINED WETLANDS EXIST ON THE SITE
WETLAND AREA DISTURBANCE:	0.00 AC
REQUIRED OPEN SPACE:	275 SQUARE FEET PER DWELLING UNIT OR 0.5 AC. (WHICHEVER IS GREATER) 40 D.U. X 275 S.F./D.U. = 11,000 S.F. THEREFORE, 0.5 ACRES PREVAILS
PROVIDED OPEN SPACE:	27,157 S.F. CITY TO DETERMINE CASH-IN-LIEU FOR RECREATION AREA PARCEL #1 = 12,938 S.F. PARCEL #2 = 14,219 S.F.
REQUIRED PARKING:	2.5 SPACES PER DWELLING UNIT 40 UNITS x 2.5 SPACES/UNIT = 100 SPACES
PROVIDED PARKING:	2 SPACES PER DWELLING UNIT 40 UNITS x 2 SPACES/UNIT = 80 SPACES (1 DRIVEWAY SPACE, 1 GARAGE SPACE PER UNIT)
UTILITY PROVIDERS:	WATER: CITY OF MILFORD SEWER: CITY OF MILFORD ELECTRIC: CITY OF MILFORD
ESTIMATED NUMBER OF EDUs:	39 TOWNHOUSE UNITS + 1 SINGLE-FAMILY UNIT = 40 EDUs
FLOODPLAIN:	100-YEAR FLOODPLAIN (ZONE AE) EXISTS WITHIN THE PROPOSED SUBDIVISION BOUNDARY PER FEMA FIRM MAP NUMBER 10005C0041K PANEL 41 OF 660, LAST REVISED MARCH 16, 2015.
TOWNHOUSE REQUIREMENTS:	3 TO 8 DWELLING UNITS PER BUILDING
ARCHITECTURAL REQUIREMENTS:	CHAPTER 230-11(D)(3) j: THERE SHALL BE WITHIN ANY CONTIGUOUS GROUP OF TOWNHOUSES AT LEAST THREE DIFFERENT ARCHITECTURAL PLANS HAVING SUBSTANTIALLY DIFFERENT DESIGNS AND BUILDING MATERIALS. IN ADDITION, NO MORE THAN THREE CONTINUOUS TOWNHOUSES SHALL HAVE THE SAME FRONT SETBACK, AND THE VARIATIONS IN FRONT SETBACK SHALL BE AT LEAST FOUR FEET.
MAXIMUM DENSITY:	12 UNITS PER ACRE
PROPOSED DENSITY:	40 UNITS / 4.59 AC = 8.7 UNITS PER ACRE

DATA COLUMN - SINGLE-FAMILY DWELLING

TAX PARCEL ID:	5-16-18310-01-1200-00001
EXISTING ZONING:	R3 - GARDEN APARTMENT AND TOWNHOUSE
PROPOSED ZONING:	R3 - GARDEN APARTMENT AND TOWNHOUSE
EXISTING USE:	1 SINGLE-FAMILY DWELLING
PROPOSED USE:	1 NEW SINGLE-FAMILY DWELLING

***NOTE: SEE CITY OF MILFORD ZONING REQUIREMENTS TABLE FOR USE AND AREA REGULATIONS.**

CITY OF MILFORD ZONING REQUIREMENTS

R-3 ZONING REQUIREMENTS - TOWNHOUSES	REQUIRED	PROPOSED
MINIMUM LOT SIZE	2000 S.F.	VARIES, SEE SITE PLAN
MINIMUM LOT WIDTH	20'	22'
FRONT YARD SETBACK	30'	30'
SIDE YARD SETBACK	10', 30' AGGREGATE	VARIES, SEE SITE PLAN
MAXIMUM LOT COVERAGE	60%	VARIES, SEE SITE PLAN
MAXIMUM HEIGHT	35'	35'
OPEN SPACE REQUIRED	0.5 ACRES	CASH-IN-LIEU
MAXIMUM DENSITY	12 UNITS/ACRE	8.7 UNITS/ACRE
R-3 ZONING REQUIREMENTS - SINGLE FAMILY	**REQUIRED**	**PROPOSED**
MINIMUM LOT SIZE	7500 S.F.	3986 S.F.
MINIMUM LOT WIDTH	60'	46.5'
FRONT YARD SETBACK	30'	30' AND 8.5' (CORNER)
SIDE YARD SETBACK	8'	8'
MAXIMUM LOT COVERAGE	40%	37%
MAXIMUM HEIGHT	35'	35'

REVISION	DATE
-	-

i3 IDE ASSOCIATES

CONSULTING ENGINEERS

CONSTRUCTION MANAGERS

P.O. BOX 498
SMYRNA, DE 19977
Tel: 302 659-9090
Fax: 302 659-0909
Email: ed@i3allc.com

PROJECT#: MATT FEINDT
DRAWN: G.P.C
CHECKED: E.H.I.
SCALE: AS NOTED
SUBMISSION: PRELIMINARY
DATE#: MAY 29, 2025

PROJECT DATA:

Truitt Townhomes

504 TRUITT AVENUE
MILFORD, DE 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID# 5-16-18306-01-0700-00001

DRAWING TITLE:

COVER SHEET / INDEX

DRAWING NUMBER: G1.0

GENERAL MAJOR SUBDIVISION NOTES

1. THE BOUNDARY INFORMATION SHOWN ON THESE DRAWINGS IS BASED ON A SURVEY PERFORMED BY CONSTRUCTION LAYOUT SERVICES, ON APRIL 8, 2024.
2. A TOPOGRAPHIC SURVEY WAS PERFORMED BY CONSTRUCTION LAYOUT SERVICES OF NEWARK, DELAWARE ON APRIL 8, 2024. ELEVATIONS ARE BASED ON CONTROL MONUMENT HU0039, WITH AN ELEVATION OF 19.14 FEET NGVD88.
3. HORIZONTAL DATUM IS BASED ON DELAWARE STATE GRID, NAD83/91, CONTROL MONUMENTS HU0039.
4. HYDRIC SOILS ARE INDICATED AS BEING PRESENT ACCORDING TO THE (KENT OR SUSSEX) COUNTY SOIL SURVEY. SOILS HAVE BEEN INSPECTED BY MATTHEW HEDGER OF HILLIS-CARNES ENGINEERING ASSOCIATES, A LICENSED WETLANDS SCIENTIST.
5. EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETENESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATION AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTOR'S EXPENSE. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY DELMARVA (800-282-8555) A MINIMUM OF THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO ANY EXCAVATION.
6. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. MATERIALS AND WORKMANSHIP SHALL MEET THE REQUIREMENTS OF THE CITY OF MILFORD STANDARD SPECIFICATIONS FOR INSTALLATION OF UTILITY CONSTRUCTION AND SUBDIVISION PAVEMENT DESIGN, AND ALL APPLICABLE AGENCIES HAVING JURISDICTION OVER THE PROPOSED IMPROVEMENTS.
7. USE ONLY SUITABLE AND APPROVED GRANULAR MATERIAL FOR BACKFILLING TRENCHES.
8. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL RIGHT-OF-WAY LINES AND PROPERTY LINES TO HIS OWN SATISFACTION. ANY DISTURBED AREAS BEYOND THE RIGHT-OF-WAY OR EASEMENT LINES SHALL BE RESTORED IMMEDIATELY TO THEIR ORIGINAL CONDITION.
9. ALL VALVE CLOSURES AND CUT-INS SHALL BE COORDINATED WITH THE CITY. CITY OFFICIALS WILL CARRY OUT ALL NECESSARY VALVE CLOSURES. CONTRACTOR SHALL COORDINATE ISOLATION OF EXISTING WATER MAINS WITH THE CITY AND NOTIFY AFFECTED RESIDENTS AT LEAST 48 HOURS PRIOR TO CUT-IN.
10. PIPELINE DETECTION TAPE SHALL BE COLOR CODED, APPROPRIATELY LABELED, AND INSTALLED 18 INCHES BELOW THE GROUND SURFACE AND DIRECTLY ABOVE ALL PROPOSED NON-METALLIC WATER MAIN, SEWER MAIN, SEWER LATERALS, AND WATER SERVICES.
11. 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.
12. PRIOR TO ISOLATION AND CUT-IN PROCEDURES, CONTRACTOR SHALL EXCAVATE, LOCATE, AND OBSERVE FUNCTION OF ALL EXISTING VALVES TO ASSIST IN THE SYSTEM ISOLATION.
13. SHOP DRAWINGS FOR ANY ITEM(S) WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE ORDERING OF AND/OR INSTALLATION OF THE ITEM(S).
14. ALL SANITARY SEWER MAINS AND FORCEMAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 42 INCHES AS MEASURED FROM THE TOP OF PIPE TO PROPOSED GRADE. SEWER LATERALS SHALL HAVE A MINIMUM DIAMETER OF SIX (6) INCHES AND HAVE A MINIMUM COVER OF 36 INCHES.
15. THERE SHALL BE A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER MAINS AND FORCEMAINS OF 10 FEET, AS MEASURED FROM EDGE OF PIPE TO EDGE OF PIPE. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 18 INCHES BETWEEN WATER MAINS AND SANITARY SEWER MAINS OR FORCEMAINS AT CROSSINGS. ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO THAT BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE AT CROSSINGS.
16. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 12 INCHES BETWEEN ANY STORM DRAIN PIPE AND ANY WATER MAIN OR SEWER MAIN. IF 12 INCHES CANNOT BE MAINTAINED, A MINIMUM OF SIX (6) INCHES IS REQUIRED AND PROVISIONS SHALL BE MADE ACCEPTABLE TO THE CITY OF MILFORD FOR PROPERLY ENCASING THE PIPE IN CONCRETE.
17. 100-YEAR FLOODPLAIN (ZONE AE) EXISTS WITHIN THE PROPOSED SUBDIVISION BOUNDARY PER FEMA FIRM MAP NUMBER 10005C0041K PANEL 41 OF 660, LAST REVISED MARCH 16, 2015.
18. ALL ROADWAYS ARE TO BE SWEPT FREE OF SEDIMENT ON A DAILY BASIS.
19. THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESET OR RECONSTRUCT ALL OBSTRUCTIONS IN THE WORK AREA, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGNS, LANDSCAPING, LIGHTING, PLANTERS, CULVERTS, DRIVEWAYS, PARKING AREAS, CURBS, GUTTERS, FENCES, OR OTHER NATURAL OR MAN-MADE OBSTRUCTIONS. TRAFFIC CONTROL REGULATORY, WARNING AND INFORMATIONAL SIGNS SHALL REMAIN FUNCTIONAL AND VISIBLE TO THE APPROPRIATE LANES OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE.
20. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PAVING IS INSTALLED TO THE ELEVATIONS SHOWN AND THAT NO PONDING OF WATER WILL OCCUR AFTER PAVING IS COMPLETE.
21. THE STORM DRAINAGE SYSTEM HAS BEEN DESIGNED USING THE CRITERIA OF THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION DEVELOPMENT COORDINATION MANUAL, LATEST EDITION.
22. ALL FIRE LANES, FIRE HYDRANTS, EXITS, AND STANDPIPES WILL BE MARKED IN ACCORDANCE WITH STATE FIRE PREVENTION REGULATIONS.
23. DELAWARE REGULATIONS PROHIBIT THE BURIAL OF CONSTRUCTION DEMOLITION DEBRIS, INCLUDING TREES AND STUMPS ON CONSTRUCTION SITES. ANY SOLID WASTE FOUND DURING THE EXCAVATION FOR STRUCTURES AND UTILITY LINES ON AND OFF SITE MUST BE REMOVED AND PROPERLY DISCARDED. ANY REMEDIAL ACTION REQUIRED IS THE RESPONSIBILITY OF THE OWNER.
24. DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
25. CONTRACTOR SHALL GRADE, TOPSOIL, SEED AND MULCH ALL DISTURBED AREAS OF CONSTRUCTION, INCLUDING PIPE INSTALLATION OR DITCH CONSTRUCTION. EROSION CONTROL MATTING SHALL BE PROVIDED ON ALL SLOPES GREATER THAN 3:1.
26. THE OWNER AND/OR THEIR CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE SERVICES OF A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF DELAWARE FOR THE 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.
27. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING THE SERVICES OF A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF DELAWARE FOR THE PLACEMENT OF PERMANENT MONUMENTS ON EACH CORNER OF ANY BUILDING LOT AND ALONG THE PROJECT BOUNDARY AND THE RIGHT-OF-WAY AT ALL CORNERS AND TANGENT POINTS PRIOR TO FINAL SETTLEMENT FOR THE PROPERTY.
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.
30. SEWER AND WATER CAPACITY ARE NOT GUARANTEED UNTIL BUILDING PERMITS ARE ISSUED, ALL FEES ARE PAID AND SUITABLE UTILITIES ARE IN PLACE FOR PROPER CONVEYANCE, TREATMENT AND DISPOSAL.
31. PRELIMINARY APPROVAL FROM CITY COUNCIL SHALL BE VOID AFTER TWENTY-FOUR (24) MONTHS, UNLESS AN EXTENSION IS REQUESTED BY THE OWNER AND APPROVED BY CITY COUNCIL PRIOR TO THE DATE OF EXPIRATION.
32. THE APPROVAL OF A CONDITIONAL USE IN CONJUNCTION WITH A MAJOR SUBDIVISION APPLICATION SHALL EXPIRE UPON EXPIRATION OF THE ASSOCAITED MAJOR SUBDIVISION.
33. WITHIN 90 DAYS OF FINAL APPROVAL FROM CITY COUNCIL, THE SUBDIVIDER SHALL RECORD THE PLAT AT THE COUNTY RECORDER OF DEEDS OFFICE. FAILURE TO RECORD THE APPROVED PLAT WITHIN 90 DAYS FROM THE DATE OF CITY COUNCIL APPROVAL SHALL VOID THE FINAL APPROVAL. IN ORDER TO OBTAIN FINAL APPROVAL AFTER IT HAS BEEN VOIDED, THE SUBDIVIDER MUST MAKE APPLICATION FOR PRELIMINARY AND FINAL APPROVALS AGAIN.
34. IF CONSTRUCTION OF IMPROVEMENTS SHOWN ON THE RECORDED SUBDVIISION PLANS DO NOT COMMENCE WITHIN FIVE YEARS OF THE ORIGINAL RECORDATION DATE, AND CONTINUE PROGRESSING TOWARDS COMPLETION, THE SUBDIVISION IS SUBJECT TO EXPIRATION PER CHAPTER 200-7 OF THE CITY CODE.
35. 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. PER KENT COUNTY GEOGRAPHIC INFORMATION SYSTEM MAPPING, THE SITE IS NOT WITHIN A SOURCE WATER PROTECTION AREA.
41. PER WETLANDS INVESTIGATION PERFORMED BY HILLIS-CARNES ENGINEERING ASSOCIATES INC. ON MARCH 5, 2024, THE PRESENCE OF WETLANDS WERE FOUND ON THE SITE. REFER TO DATA COLUMN FOR ACREAGE OF WETLANDS EXISTING AND TO BE DISTURBED.
42. ALL RIGHT OF WAYS SHOWN ON THIS PLAT SHALL BE DEDICATED TO THE PUBLIC USE UPON RECORDATION OF THESE PLATS.
43. ALL SUBDIVISION LOTS SHALL HAVE A 5-FOOT-WIDE GENERAL UTILITY EASEMENT ON EACH SIDE LOT LINE, A 10-FOOT-WIDE GENERAL UTILITY EASEMENT ALONG THE REAR PROPERTY LINE, AND A 15-FOOT-WIDE GENERAL UTILITY EASEMENT ALONG THE FRONTAGE OF THE LOT FOR THE INSTALLATION OF CITY UTILITIES AND CONVEYANCE OF DRAINAGE.
44. NO PLANTINGS OR IMPROVEMENTS MAY BE PLACED IN THE DEDICATED EASEMENT AREAS, EXCEPT FOR FENCES.
45. NO BUILDINGS, STRUCTURES, OR PAVED SURFACES, EXCEPT STAIRS AND RAMPS, FENCES, OPEN DECKS, PATIOS OR DOCKS SHALL BE PERMITTED TO BE CONSTRUCTED UNDER NATURALLY OCCURRING RIPARIAN BUFFER CONDITIONS NEARER THAN FIFTY (50) FEET TO THE SHORELINE AS DEFINED BY THE MEAN HIGH-WATER LINE OF ANY NON-TIDAL FRESHWATER WATER BODY, LAKE, POND, OR BLUE-LINE STREAM AS DEPICTED ON THE MOST RECENT REVISIONS OF THE UNITED STATES GEOLOGICAL SURVEY TOPOGRAPHIC QUADRANGLE MAP.

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RESIDENTIAL LOT TABLE

1a

LOT NO.	LOT SIZE REQUIRED (SF)	ACTUAL LOT SIZE (SF)	LOT COVERAGE ALLOWED	ACTUAL IMPERVIOUS (SF)	ACTUAL LOT COVERAGE	FRONT YARD REQUIRED (FT)	FRONT YARD ACTUAL (FT)	CORNER LOT?	CORNER YARD REQUIRED (FT)	END UNIT?	SIDE YARD REQUIRED (FT)	L SIDE YARD ACTUAL (FT)	R SIDE YARD ACTUAL (FT)	30' AGG. SIDE YARD APPLIES?	ACTUAL AGGREGATE SIDE YARD (FT)	REAR YARD REQUIRED (FT)	REAR YARD ACTUAL (FT)	PARKING REQUIRED	ACTUAL PARKING	UNITS IN BUILDING
1	2000	3685	60%	1459	0.40	30	30	NO	N/A	YES	10	10	0 - ADJOINS	NO	N/A	30	30	2.5	2	
2	2000	2552	60%	1473	0.58	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
3	2000	2552	60%	1473	0.58	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
4	2000	2552	60%	1473	0.58	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	7
5	2000	2552	60%	1473	0.58	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
6	2000	2552	60%	1473	0.58	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
7	2000	4903	60%	1455	0.30	30	30	YES	30	YES	30 PREVAILS	0 - ADJOINS	20.95	NO	N/A	30	34	2.5	2	
8	2000	4478	60%	1455	0.32	30	30	YES	30	YES	30 PREVAILS	20.95	0 - ADJOINS	NO	N/A	30	30	2.5	2	
9	2000	2464	60%	1473	0.60	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
10	2000	2464	60%	1473	0.60	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
11	2000	2464	60%	1473	0.60	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	7
12	2000	2485	60%	1473	0.59	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
13	2000	2489	60%	1473	0.59	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
14	2000	3615	60%	1467	0.41	30	30	NO	N/A	YES	10	0 - ADJOINS	10	NO	N/A	30	30	2.5	2	
15	2000	3551	60%	1459	0.41	30	30	NO	N/A	YES	30 AGG.	0 - ADJOINS	10	YES	10	30	30	2.5	2	
16	2000	2281	60%	1473	0.65	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	4
17	2000	2281	60%	1473	0.65	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
18	2000	2863	60%	1455	0.51	30	30	YES	30	YES	30 PREVAILS	0 - ADJOINS	14.58	NO	N/A	30	30	2.5	2	
19	2000	4000	60%	1459	0.36	30	30	NO	N/A	YES	30 AGG.	0 - ADJOINS	14	YES	14	30	30	2.5	2	
20	2000	2464	60%	1473	0.60	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	YES	N/A	30	30	2.5	2	
21	2000	2464	60%	1473	0.60	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	6
22	2000	2464	60%	1473	0.60	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
23	2000	2492	60%	1476	0.59	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
24	2000	4128	60%	1520	0.37	30	30	NO	N/A	YES	30 AGG.	10.58	0 - ADJOINS	YES	10.58	30	30	2.5	2	
25	2000	3551	60%	1459	0.41	30	30	NO	N/A	YES	10	10	0 - ADJOINS	NO	N/A	30	30	2.5	2	
26	2000	2464	60%	1473	0.60	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
27	2000	2464	60%	1473	0.60	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
28	2000	2464	60%	1473	0.60	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	7
29	2000	2464	60%	1473	0.60	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
30	2000	2464	60%	1473	0.60	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	30	2.5	2	
31	2000	4060	60%	1455	0.36	30	30	YES	30	YES	30 PREVAILS	0 - ADJOINS	14.3	NO	N/A	30	30	2.5	2	
32	2000	3137	60%	1455	0.46	30	30	NO	N/A	YES	30 AGG.	10	0 - ADJOINS	YES	10	30	16.33	2.5	2	
33	2000	2234	60%	1473	0.66	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	18.47	2.5	2	
34	2000	2281	60%	1473	0.65	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	20.61	2.5	2	
35	2000	2322	60%	1473	0.63	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	22.73	2.5	2	8
36	2000	2358	60%	1473	0.62	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	24.36	2.5	2	
37	2000	2394	60%	1473	0.62	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	25.99	2.5	2	
38	2000	2430	60%	1473	0.61	30	30	NO	N/A	NO	0	0 - ADJOINS	0 - ADJOINS	NO	N/A	30	27.62	2.5	2	
39	2000	3493	60%	1459	0.42	30	30	NO	N/A	YES	30 AGG.	0 - ADJOINS	10	YES	10	30	29.26	2.5	2	
40	7500	3986	40%	1491	0.37	30	30	YES	30	N/A	30	8.58	8.07	NO	N/A	15	15	2.5	2	1

GRAPHIC LEGEND

PROPERTY LINE
BUILDING SETBACK LINE
PAVING SETBACK LINE
RIGHT OF WAY LINE (R/W)
LIMIT OF DISTURBANCE (LOD)
EASEMENT LINE
SOIL DIVISION AND TYPES (MtA, Up)
69 CURB DEPRESSION

PIN FOUND
MONUMENT TO BE SET
FIRE DEPARTMENT CONNECTION
STORM SEWER MANHOLE (SD)
STORM SEWER INLET
SANITARY CLEANOUT (CO)
SANITARY MANHOLE (S)
WATER METER (WM)
WATER VALVE
UTILITY POLE
SITE LIGHT
OF PARKING SPACES IN A ROW (6)
ADA PARKING SIGN
STABILIZED CONSTRUCTION ENTRANCE (SCE)
CONCRETE WASHOUT (CW)
INLET PROTECTION (IP-2)
DEMOLITION AREAS
PROPOSED CONCRETE SIDEWALK
PROPOSED PERVIOUS AREA
PROPOSED FULL-DEPTH PAVEMENT
PROPOSED CONCRETE FLATWORK

	EXISTING	PROPOSED
TREELINE		
SANITARY SEWER	SS, S, CO	SS, S, CO
STORM SEWER	SD, IN	SD, IN
WATER	W	W
ELECTRIC	E	E
CONTOUR	##	##
SPOT GRADES	(50.97)	54.55
FENCE LINE	x x x	
HYDRANT	FH	
GAS LINE	GAS GAS	GAS GAS
CURB		
CURB AND GUTTER		

REVISION	DATE
-	-

CONSULTING ENGINEERS
CONSTRUCTION MANAGERS
P.O. BOX 498
SMYRNA, DE 19977
Tel: 302 659-9090
Fax: 302 659-0909
Email: ed@i3allc.com

PROJECT#: MATT FEINDT
DRAWN: G.P.C
CHECKED: E.H.I.
SCALE: AS NOTED
SUBMISSION: PRELIMINARY
DATE#: MAY 29, 2025

PROJECT DATA:

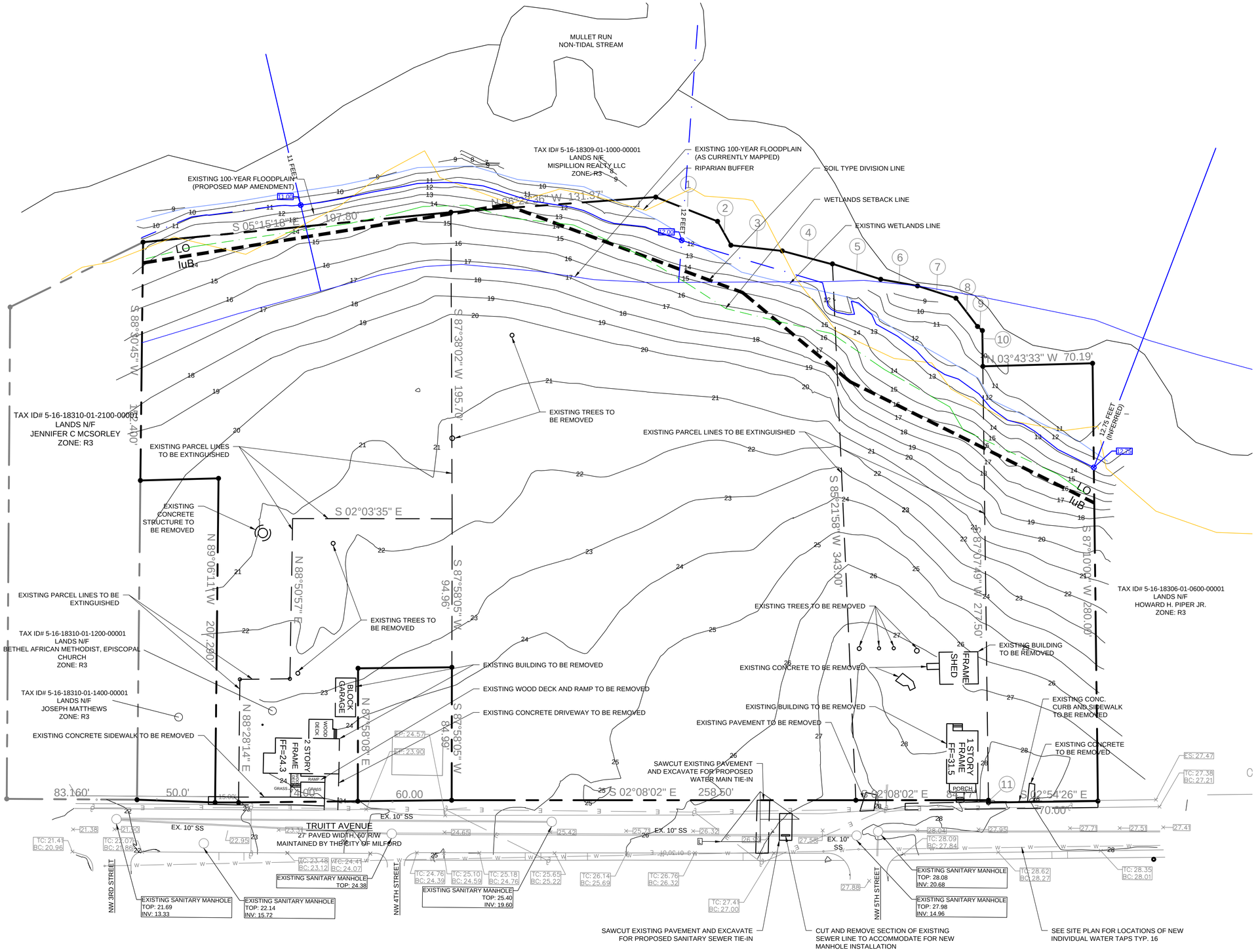
Truitt Townhomes

504 TRUITT AVENUE
MILFORD, DE 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID# 5-16-18306-01-0700-00001

DRAWING TITLE:

GENERAL NOTES

DRAWING NUMBER: G1.1



BOUNDARY SCHEDULE			
LINE	BEARING	DISTANCE (FT)	
1	S 19°20'41" W	42.46	
2	S 58°37'57" W	17.46	
3	S 04°13'02" W	33.02	
4	S 12°52'36" W	33.28	
5	S 15°35'15" W	32.40	
6	S 08°00'44" W	23.92	
7	S 15°38'42" W	25.77	
8	S 50°29'33" W	22.77	
9	S 37°57'07" W	4.08	
10	S 87°07'49" W	22.87	
11	S 87°10'00" W	1.50	
12	N 87°14'02" E	84.41	PROPOSED
13	S 02°47'35" E	46.52	PROPOSED

0' 30' 60' 90'

SCALE: 1"=30'

REVISION	DATE
-	-

CONSULTING ENGINEERS
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PROJECT DATA:

Truitt Townhomes

504 TRUITT AVENUE
MILFORD, DE 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID# 5-16-18306-01-0700-00001

DRAWING TITLE:

EXISTING CONDITIONS PLAN

DRAWING NUMBER: C1.0

SANITARY SEWER PIPE SCHEDULE

TAG	INVERT IN	INVERT OUT	LENGTH (LF)	SIZE (IN.)	SLOPE (FT./FT.)	TYPE	REMARKS
S-A-1	14.90	14.80	32	8"	0.003	PVC SDR-35	
S-A-2	15.35	15.00	115	8"	0.003	PVC SDR-35	
S-A-3	15.74	15.45	95	8"	0.003	PVC SDR-35	
S-A-4	15.91	15.84	24	8"	0.003	PVC SDR-35	
S-A-5	16.84	16.01	276	8"	0.003	PVC SDR-35	

SANITARY STRUCTURE SCHEDULE

TAG	STRUCTURE	TOP	INVERT IN	INVERT OUT	BOX SIZE (I.D.)
SS-1	MANHOLE	27.00	14.80	14.70	48"Ø
SS-2	MANHOLE	26.15	15.00	14.90	48"Ø
SS-3	MANHOLE	24.00	15.45	15.35	48"Ø
SS-4	MANHOLE	22.70	15.84	15.74	48"Ø
SS-5	MANHOLE	21.95	16.01	16.84	48"Ø
SS-6	MANHOLE	21.00	16.94	16.84	48"Ø

STORM STRUCTURE SCHEDULE

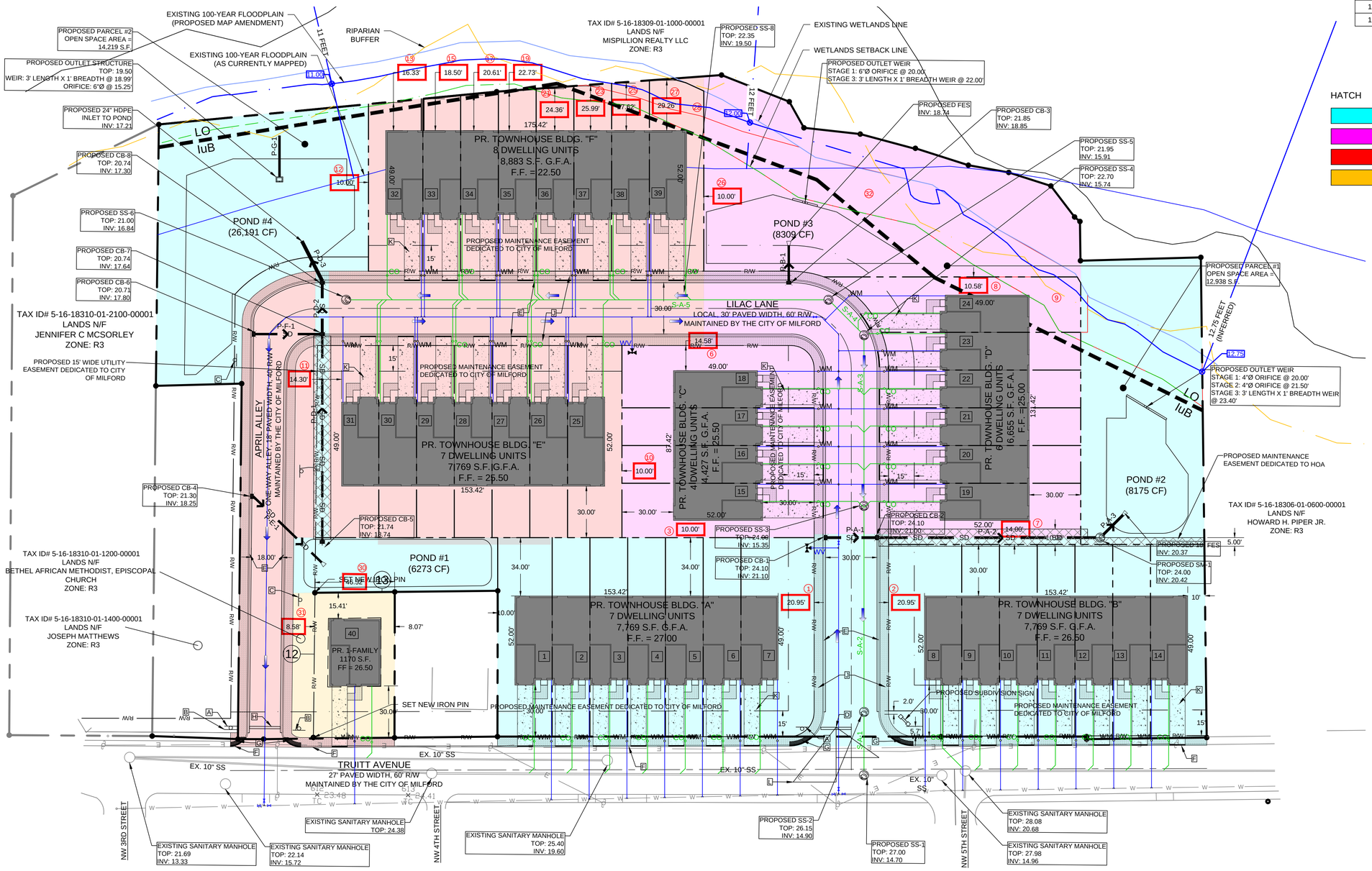
TAG	STRUCTURE	TOP	INVERT IN	INVERT OUT	BOX SIZE (I.D.)	GRATE	TOP UNIT
CB-1	CATCH BASIN	24.10	21.10	21.10	34"X24"	TYPE 1	TYPE C
CB-2	CATCH BASIN	24.10	21.10	21.10	34"X24"	TYPE 1	TYPE C
CB-3	CATCH BASIN	21.85	18.95	18.85	34"X24"	TYPE 1	TYPE C
CB-4	CATCH BASIN	21.30	18.25	18.25	34"X24"	TYPE 1	TYPE C
CB-5	CATCH BASIN	21.74	18.74	18.74	34"X24"	TYPE 1	TYPE C
CB-6	CATCH BASIN	20.71	17.80	17.80	34"X24"	TYPE 1	TYPE C
CB-7	CATCH BASIN	20.74	17.74	17.64	34"X24"	TYPE 1	TYPE C
CB-8	CATCH BASIN	20.74	17.40	17.30	34"X24"	TYPE 1	TYPE C
SM-1	STORM MANHOLE	24.00	20.52	20.42	48"Ø		

STORM PIPE SCHEDULE

TAG	INVERT IN	INVERT OUT	LENGTH (LF)	SIZE (IN.)	SLOPE (FT./FT.)	TYPE	REMARKS
P-A-1	21.10	21.00	28	18	0.0036	HDPE	
P-A-2	20.90	20.52	127	18	0.003	HDPE	
P-A-3	20.42	20.37	16	18	0.0031	HDPE	
P-B-1	18.85	18.74	28	15	0.0039	HDPE	
P-D-1	18.74	17.74	123	15	0.0081	HDPE	
P-D-2	17.64	17.55	28	18	0.0032	RCP	
P-D-3	17.30	17.21	27	24	0.0033	HDPE	
P-E-1	21.30	18.25	55	15	0.0045	RCP	
P-F-1	17.80	17.74	42	15	0.0014	RCP	
P-G-1	15.25	15.00	24	6	0.0104	PVC	

BOUNDARY SCHEDULE

LINE	BEARING	DISTANCE (FT)	
1	S 19°20'41" W	42.46	
2	S 58°37'57" W	17.46	
3	S 04°13'02" W	33.02	
4	S 12°52'36" W	33.28	
5	S 15°35'15" W	32.40	
6	S 08°00'44" W	23.92	
7	S 15°38'42" W	25.77	
8	S 50°29'33" W	22.77	
9	S 37°57'07" W	4.08	
10	S 87°07'49" W	22.87	
11	S 87°10'00" W	1.50	
12	N 87°14'02" E	84.41	PROPOSED
13	S 02°47'35" E	46.52	PROPOSED



LEGEND (APPLIES TO PLAN)

- A "STOP" SIGN, POST MOUNTED
- B "DO NOT ENTER" SIGN, POST MOUNTED
- C "ONE WAY" SIGN, POST MOUNTED
- D 16" X 15' PAINTED STOP BAR
- E TYPE 3-6 P.C.C. CURB AND GUTTER
- F TYPE 1-6 P.C.C. CURB
- G TACTILE PAVERS IN ACCESSIBLE SIDEWALK RAMP
- H 16" X 18' PAINTED STOP BAR
- J 5' WIDE CONCRETE SIDEWALK
- K 9' WIDE CONCRETE DRIVEWAY (TYP. ALL PR. DWELLING UNITS)
- L 25' SIGHT TRIANGLE PER CITY OF MILFORD 230-24.23(C)(1)

PROJECT PHASING

HATCH	PHASE NO.	LOD AREA
	1	1.88 AC.
	2	1.30 AC.
	3	1.37 AC.
	4	0.11 AC.
	TOTAL LOD =	4.66 AC.

0' 30' 60' 90'

SCALE: 1"=30'

REVISION	DATE
-	-

i3 DE | ASSOCIATES

CONSULTING ENGINEERS

CONSTRUCTION MANAGERS

P.O. BOX 498
SMYRNA, DE 19977
Tel: 302 659-9090
Fax: 302 659-9909
Email: ed@i3allc.com

PROJECT#: MATT FEINDT
DRAWN: G.P.C
CHECKED: E.H.I.
SCALE: AS NOTED
SUBMISSION: PRELIMINARY
DATE#: MAY 29, 2025

PROJECT DATA:

Truitt Townhomes

504 TRUITT AVENUE
MILFORD, DE 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID# 5-16-18306-01-0700-00001

DRAWING TITLE:

PHASING PLAN

DRAWING NUMBER: C1.1

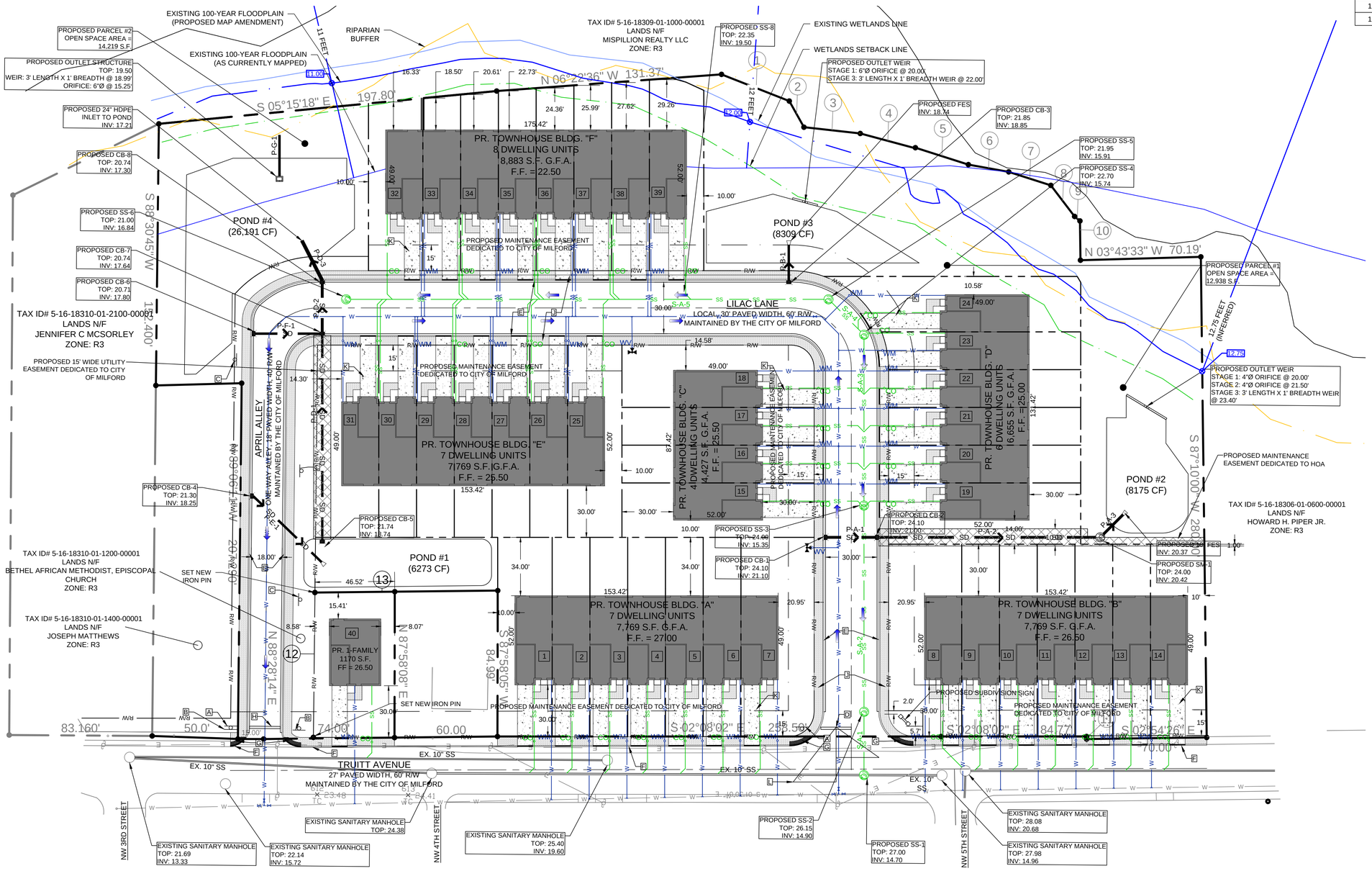
SANITARY SEWER PIPE SCHEDULE							
TAG	INVERT IN	INVERT OUT	LENGTH (LF)	SIZE (IN.)	SLOPE (FT./FT.)	TYPE	REMARKS
S-A-1	14.90	14.80	32	8"	0.003	PVC SDR-35	
S-A-2	15.35	15.00	115	8"	0.003	PVC SDR-35	
S-A-3	15.74	15.45	95	8"	0.003	PVC SDR-35	
S-A-4	15.91	15.84	24	8"	0.003	PVC SDR-35	
S-A-5	16.84	16.01	276	8"	0.003	PVC SDR-35	

SANITARY STRUCTURE SCHEDULE					
TAG	STRUCTURE	TOP	INVERT IN	INVERT OUT	BOX SIZE (I.D.)
SS-1	MANHOLE	27.00	14.80	14.70	48"Ø
SS-2	MANHOLE	26.15	15.00	14.90	48"Ø
SS-3	MANHOLE	24.00	15.45	15.35	48"Ø
SS-4	MANHOLE	22.70	15.84	15.74	48"Ø
SS-5	MANHOLE	21.95	16.01	16.84	48"Ø
SS-6	MANHOLE	21.00	16.94	16.84	48"Ø

STORM STRUCTURE SCHEDULE								
TAG	STRUCTURE	TOP	INVERT IN	INVERT OUT	BOX SIZE (I.D.)	GRATE	TOP UNIT
CB-1	CATCH BASIN	24.10	21.10	21.10	34"X24"	TYPE 1	TYPE C
CB-2	CATCH BASIN	24.10	21.10	21.10	34"X24"	TYPE 1	TYPE C
CB-3	CATCH BASIN	21.85	18.95	18.85	34"X24"	TYPE 1	TYPE C
CB-4	CATCH BASIN	21.30	18.25	18.25	34"X24"	TYPE 1	TYPE C
CB-5	CATCH BASIN	21.74	18.74	18.74	34"X24"	TYPE 1	TYPE C
CB-6	CATCH BASIN	20.71	17.80	17.80	34"X24"	TYPE 1	TYPE C
CB-7	CATCH BASIN	20.74	17.74	17.64	34"X24"	TYPE 1	TYPE C
CB-8	CATCH BASIN	20.74	17.40	17.30	34"X24"	TYPE 1	TYPE C
SM-1	STORM MANHOLE	24.00	20.52	20.42	48"Ø		

STORM PIPE SCHEDULE							
TAG	INVERT IN	INVERT OUT	LENGTH (LF)	SIZE (IN.)	SLOPE (FT./FT.)	TYPE	REMARKS
P-A-1	21.10	21.00	28	18	0.0036	HDPE	
P-A-2	20.90	20.52	127	18	0.003	HDPE	
P-A-3	20.42	20.37	16	18	0.0031	HDPE	
P-B-1	18.85	18.74	28	15	0.0039	HDPE	
P-D-1	18.74	17.74	123	15	0.0081	HDPE	
P-D-2	17.64	17.55	28	18	0.0032	RCP	
P-D-3	17.30	17.21	27	24	0.0033	HDPE	
P-E-1	21.30	18.25	55	15	0.0045	RCP	
P-F-1	17.80	17.74	42	15	0.0014	RCP	
P-G-1	15.25	15.00	24	6	0.0104	PVC	

BOUNDARY SCHEDULE			
LINE	BEARING	DISTANCE (FT)	
1	S 19°20'41" W	42.46	
2	S 58°37'57" W	17.46	
3	S 04°13'02" W	33.02	
4	S 12°52'36" W	33.28	
5	S 15°35'15" W	32.40	
6	S 08°00'44" W	23.92	
7	S 15°38'42" W	25.77	
8	S 50°29'33" W	22.77	
9	S 37°57'07" W	4.08	
10	S 87°07'49" W	22.87	
11	S 87°10'00" W	1.50	
12	N 87°14'02" E	84.41	PROPOSED
13	S 02°47'35" E	46.52	PROPOSED



LEGEND (APPLIES TO PLAN)

- A "STOP" SIGN, POST MOUNTED
- B "DO NOT ENTER" SIGN, POST MOUNTED
- C "ONE WAY" SIGN, POST MOUNTED
- D 16" X 15' PAINTED STOP BAR
- E TYPE 3-6 P.C.C. CURB AND GUTTER
- F TYPE 1-6 P.C.C. CURB
- G TACTILE PAVERS IN ACCESSIBLE SIDEWALK RAMP
- H 16" X 18' PAINTED STOP BAR
- J 5' WIDE CONCRETE SIDEWALK
- K 9' WIDE CONCRETE DRIVEWAY (TYP. ALL PR. DWELLING UNITS)
- L 25' SIGHT TRIANGLE PER CITY OF MILFORD 230-24.23(C)(1)

0' 30' 60' 90'

SCALE: 1"=30'

REVISION	DATE
-	-

i3 DE | ASSOCIATES

CONSULTING ENGINEERS

CONSTRUCTION MANAGERS

P.O. BOX 498
SMYRNA, DE 19977
Tel: 302 659-9090
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PROJECT#: MATT FEINDT
DRAWN: G.P.C
CHECKED: E.H.I.
SCALE: AS NOTED
SUBMISSION: PRELIMINARY
DATE#: MAY 29, 2025

PROJECT DATA:

Truitt Townhomes

504 TRUITT AVENUE
MILFORD, DE 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID# 5-16-18306-01-0700-00001

DRAWING TITLE:

SITE PLAN

DRAWING NUMBER: C1.2

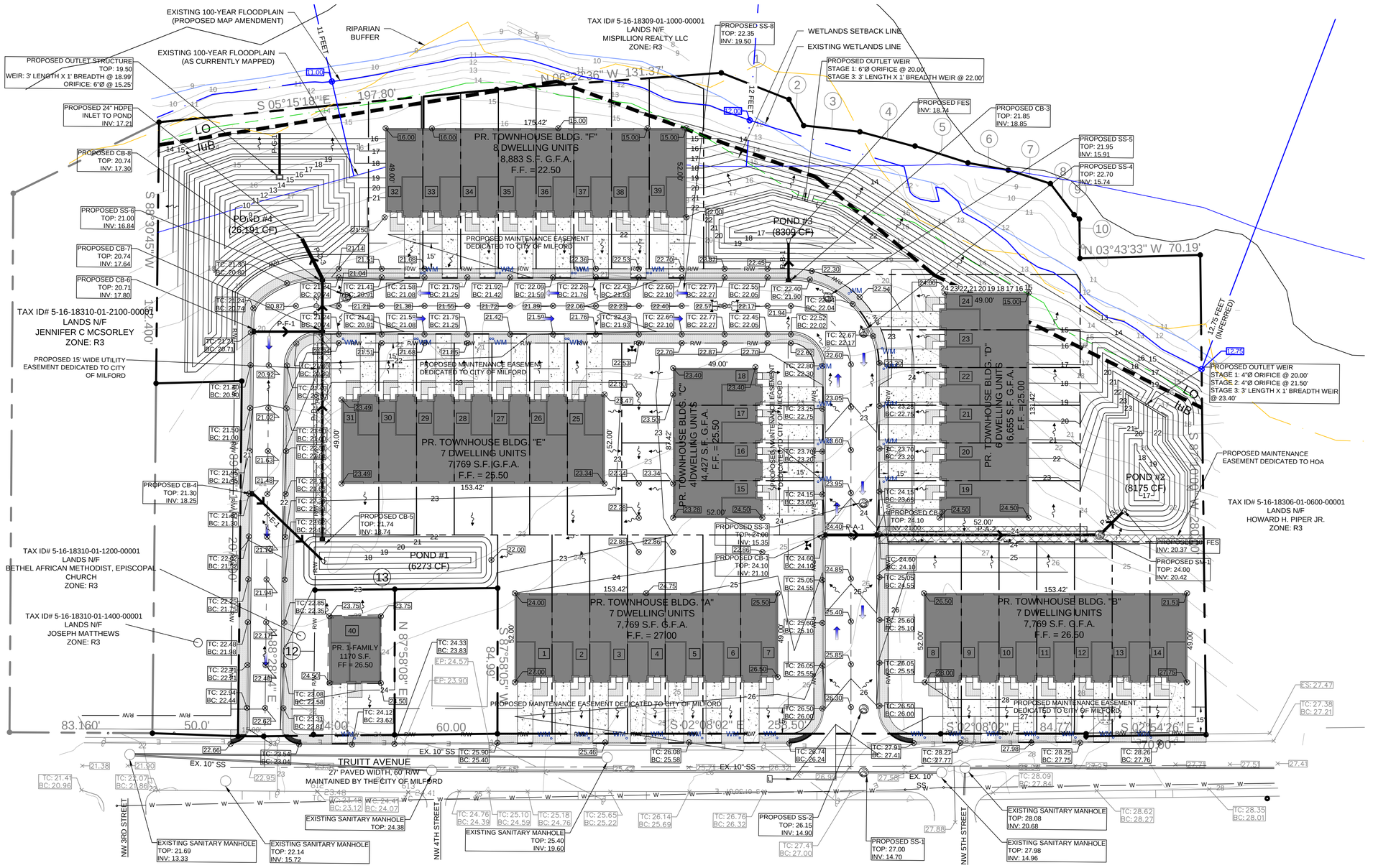
SANITARY SEWER PIPE SCHEDULE							
TAG	INVERT IN	INVERT OUT	LENGTH (LF)	SIZE (IN.)	SLOPE (FT./FT.)	TYPE	REMARKS
S-A-1	14.90	14.80	32	8"	0.003	PVC SDR-35	
S-A-2	15.35	15.00	115	8"	0.003	PVC SDR-35	
S-A-3	15.74	15.45	95	8"	0.003	PVC SDR-35	
S-A-4	15.91	15.84	24	8"	0.003	PVC SDR-35	
S-A-5	16.84	16.01	276	8"	0.003	PVC SDR-35	

SANITARY STRUCTURE SCHEDULE					
TAG	STRUCTURE	TOP	INVERT IN	INVERT OUT	BOX SIZE (I.D.)
SS-1	MANHOLE	27.00	14.80	14.70	48"Ø
SS-2	MANHOLE	26.15	15.00	14.90	48"Ø
SS-3	MANHOLE	24.00	15.45	15.35	48"Ø
SS-4	MANHOLE	22.70	15.84	15.74	48"Ø
SS-5	MANHOLE	21.95	16.01	16.84	48"Ø
SS-6	MANHOLE	21.00	16.94	16.84	48"Ø

STORM STRUCTURE SCHEDULE							
TAG	STRUCTURE	TOP	INVERT IN	INVERT OUT	BOX SIZE (I.D.)	GRATE	TOP UNIT
CB-1	CATCH BASIN	24.10	21.10	21.10	34"X24"	TYPE 1	TYPE C
CB-2	CATCH BASIN	24.10	21.10	21.10	34"X24"	TYPE 1	TYPE C
CB-3	CATCH BASIN	21.85	18.95	18.85	34"X24"	TYPE 1	TYPE C
CB-4	CATCH BASIN	21.30	18.25	18.25	34"X24"	TYPE 1	TYPE C
CB-5	CATCH BASIN	21.74	18.74	18.74	34"X24"	TYPE 1	TYPE C
CB-6	CATCH BASIN	20.71	17.80	17.80	34"X24"	TYPE 1	TYPE C
CB-7	CATCH BASIN	20.74	17.74	17.64	34"X24"	TYPE 1	TYPE C
CB-8	CATCH BASIN	20.74	17.40	17.30	34"X24"	TYPE 1	TYPE C
SM-1	STORM MANHOLE	24.00	20.52	20.42	48"Ø		

STORM PIPE SCHEDULE							
TAG	INVERT IN	INVERT OUT	LENGTH (LF)	SIZE (IN.)	SLOPE (FT./FT.)	TYPE	REMARKS
P-A-1	21.10	21.00	28	18	0.0036	HDPE	
P-A-2	20.90	20.52	127	18	0.003	HDPE	
P-A-3	20.42	20.37	16	18	0.0031	HDPE	
P-B-1	18.85	18.74	28	15	0.0039	HDPE	
P-D-1	18.74	17.74	123	15	0.0081	HDPE	
P-D-2	17.64	17.55	28	18	0.0032	RCP	
P-D-3	17.30	17.21	27	24	0.0033	HDPE	
P-E-1	21.30	18.25	55	15	0.0045	RCP	
P-F-1	17.80	17.74	42	15	0.0014	RCP	
P-G-1	15.25	15.00	24	6	0.0104	PVC	

BOUNDARY SCHEDULE			
LINE	BEARING	DISTANCE (FT)	
1	S 19°20'41" W	42.46	
2	S 58°37'57" W	17.46	
3	S 04°13'02" W	33.02	
4	S 12°52'36" W	33.28	
5	S 15°35'15" W	32.40	
6	S 08°00'44" W	23.92	
7	S 15°38'42" W	25.77	
8	S 50°29'33" W	22.77	
9	S 37°57'07" W	4.08	
10	S 87°07'49" W	22.87	
11	S 87°10'00" W	1.50	
12	N 87°14'02" E	84.41	PROPOSED
13	S 02°47'35" E	46.52	PROPOSED



REVISION	DATE
-	-

i3 IDE ASSOCIATES

CONSULTING ENGINEERS

CONSTRUCTION MANAGERS

P.O. BOX 498
SMYRNA, DE 19977
Tel: 302 659-9090
Fax: 302 659-9909
Email: ed@i3allc.com

PROJECT#: MATT FEINDT
DRAWN: G.P.C
CHECKED: E.H.I.
SCALE: AS NOTED
SUBMISSION: PRELIMINARY
DATE#: MAY 29, 2025

PROJECT DATA:

Truitt Townhomes

504 TRUITT AVENUE
MILFORD, DE 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID# 5-16-18306-01-0700-00001

DRAWING TITLE:

GRADING PLAN

DRAWING NUMBER: C1.3

BOUNDARY SCHEDULE			
LINE	BEARING	DISTANCE (FT)	
1	S 19°20'41" W	42.46	
2	S 58°37'57" W	17.46	
3	S 04°13'02" W	33.02	
4	S 12°52'36" W	33.28	
5	S 15°35'15" W	32.40	
6	S 08°00'44" W	23.92	
7	S 15°38'42" W	25.77	
8	S 50°29'33" W	22.77	
9	S 37°57'07" W	4.08	
10	S 87°07'49" W	22.87	
11	S 87°10'00" W	1.50	
12	N 87°14'02" E	84.41	PROPOSED
13	S 02°47'35" E	46.52	PROPOSED

UTILITY PLAN NOTE:
ALL PROPOSED SERVICE LINES SHALL CONFORM TO AWWA C901 AND ASTM D-2737

MULLET RUN
NON-TIDAL STREAM

EXISTING 100-YEAR FLOODPLAIN (PROPOSED MAP AMENDMENT)

EXISTING 100-YEAR FLOODPLAIN (AS CURRENTLY MAPPED)

RIPARIAN BUFFER

11 FEET

PROPOSED OUTLET STRUCTURE
TOP: 19.50
WEIR: 3' LENGTH X 1' BREADTH @ 18.99'
ORIFICE: 6"Ø @ 15.25

PROPOSED 24" HDPE INLET TO POND
INV: 17.21

PROPOSED CB-8
TOP: 20.74
INV: 17.30

PROPOSED SS-6
TOP: 21.00
INV: 16.84

PROPOSED CB-7
TOP: 20.74
INV: 17.64

PROPOSED CB-6
TOP: 20.71
INV: 17.80

TAX ID# 5-16-18310-01-2100-00001
LANDS N/F
JENNIFER C MCSORLEY
ZONE: R3

PROPOSED 15' WIDE UTILITY EASEMENT DEDICATED TO CITY OF MILFORD

APRIL ALLEY
18' PAVED WIDTH, 40' R/W
ONE-WAY ALLEY
MAINTAINED BY THE CITY OF MILFORD

PROPOSED CB-4
TOP: 21.30
INV: 18.25

PROPOSED 8" PVC C-900 WATER MAIN

TAX ID# 5-16-18310-01-1200-00001
LANDS N/F
BETHEL AFRICAN METHODIST, EPISCOPAL CHURCH
ZONE: R3

TAX ID# 5-16-18310-01-1400-00001
LANDS N/F
JOSEPH MATTHEWS
ZONE: R3

PR. 4" PVC SDR35 SANITARY SEWER LATERAL TYP. 7

PHASE 3: PR. WATER TAP TO CLOSE SUBDIVISION WATER LOOP. PHASE 1 & 2 FIRE HYDRANTS TO REMAIN

S 05°15'18" E 197.80'

S 88°30'45" W 152.40'

N 88°28'14" E 207.90'

N 06°22'36" W 131.37'

S 87°58'08" E 49.50'

S 87°10'00" W 200.00'

N 03°43'33" W 70.19'

PR. TOWNHOUSE BLDG. "F"
8 DWELLING UNITS
8,883 S.F. G.F.A.
F.F. = 22.50

PR. TOWNHOUSE BLDG. "E"
7 DWELLING UNITS
7,769 S.F. G.F.A.
F.F. = 25.50

PR. TOWNHOUSE BLDG. "C"
4 DWELLING UNITS
4,427 S.F. G.F.A.
F.F. = 25.50

PR. TOWNHOUSE BLDG. "D"
6 DWELLING UNITS
6,655 S.F. G.F.A.
F.F. = 25.00

PR. TOWNHOUSE BLDG. "A"
7 DWELLING UNITS
7,769 S.F. G.F.A.
F.F. = 27.00

PR. TOWNHOUSE BLDG. "B"
7 DWELLING UNITS
7,769 S.F. G.F.A.
F.F. = 26.50

PR. 1-FAMILY
1170 S.F.
FF = 26.50

POND #4
(26,191 CF)

POND #3
(8309 CF)

POND #2
(8175 CF)

POND #1
(6273 CF)

PROPOSED SS-8
TOP: 22.35
INV: 19.50

PROPOSED OUTLET WEIR
STAGE 1: 6"Ø ORIFICE @ 20.00'
STAGE 3: 3' LENGTH X 1' BREADTH WEIR @ 22.00'

PROPOSED FES
INV: 18.74

PROPOSED CB-3
TOP: 21.85
INV: 18.85

PROPOSED SS-5
TOP: 21.95
INV: 15.91

PROPOSED SS-4
TOP: 22.70
INV: 15.74

WETLANDS SETBACK LINE

EXISTING WETLANDS LINE

PROPOSED 6" PVC C-900 WATER MAIN

PR. 1" SDR-9 COPPER WATER SERVICE TYP. 10

LILAC LANE
LOCAL, 30' PAVED WIDTH, 60' R/W
MAINTAINED BY THE CITY OF MILFORD

PR. 4" PVC SCH40 SANITARY SEWER LATERAL TYP. 10

PR. FIRE HYDR. FOR TEMP. BLOW OFF FOR PHASE 2

PROPOSED OUTLET WEIR
STAGE 1: 4"Ø ORIFICE @ 20.00'
STAGE 2: 4"Ø ORIFICE @ 21.50'
STAGE 3: 3' LENGTH X 1' BREADTH WEIR @ 23.40'

PROPOSED MAINTENANCE EASEMENT DEDICATED TO HOA

TAX ID# 5-16-18306-01-0600-00001
LANDS N/F
HOWARD H. PIPER JR.
ZONE: R3

PROPOSED SS-3
TOP: 24.00
INV: 15.35

PROPOSED CB-1
TOP: 24.10
INV: 21.10

PROPOSED CB-2
TOP: 24.10
INV: 21.00

FIRE HYDRANT TO SERVE AS TEMPORARY BLOWOFF FOR PHASE 1

PR. 8" PVC C-900 WATER MAIN

PROPOSED SS-2
TOP: 26.15
INV: 14.90

PROPOSED SS-1
TOP: 27.00
INV: 14.70

PROPOSED ISOLATION VALVES AT EACH LEG OF THE PROPOSED WATER TAP. (TYP. 2 TAP LOCATIONS)

PROPOSED 12" x 8" TAPPING SLEEVE (TYP. 2 TAP LOCATIONS)

TRUITT AVENUE
27' PAVED WIDTH, 60' R/W
MAINTAINED BY THE CITY OF MILFORD

EX. 10" SS

EXISTING SANITARY MANHOLE
TOP: 24.38

EXISTING SANITARY MANHOLE
TOP: 21.69
INV: 13.33

EXISTING SANITARY MANHOLE
TOP: 22.14
INV: 15.72

EXISTING SANITARY MANHOLE
TOP: 25.40
INV: 19.60

EXISTING SANITARY MANHOLE
TOP: 28.08
INV: 20.68

EXISTING SANITARY MANHOLE
TOP: 27.98
INV: 14.96

NW 3RD STREET

NW 4TH STREET

NW 5TH STREET

12.75' (INFERRED)

0' 30' 60' 90'
SCALE: 1"=30'

REVISION	DATE
-	-

i3 IDE3 ASSOCIATES
CONSULTING ENGINEERS
CONSTRUCTION MANAGERS
P.O. BOX 498
SMYRNA, DE 19977
Tel: 302 659-9090
Fax: 302 659-0909
Email: ed@i3allc.com

PROJECT#: MATT FEINDT
DRAWN: G.P.C
CHECKED: E.H.I.
SCALE: AS NOTED
SUBMISSION: PRELIMINARY
DATE#: MAY 29, 2025

PROJECT DATA:

Truitt Townhomes

504 TRUITT AVENUE
MILFORD, DE 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID# 5-16-18306-01-0700-00001

DRAWING TITLE:

UTILITY PLAN

DRAWING NUMBER: C2.0

SANITARY SEWER PIPE SCHEDULE							
TAG	INVERT IN	INVERT OUT	LENGTH (LF)	SIZE (IN.)	SLOPE (FT./FT.)	TYPE	REMARKS
S-A-1	14.90	14.80	32	8"	0.003	PVC SDR-35	
S-A-2	15.35	15.00	115	8"	0.003	PVC SDR-35	
S-A-3	15.74	15.45	95	8"	0.003	PVC SDR-35	
S-A-4	15.91	15.84	24	8"	0.003	PVC SDR-35	
S-A-5	16.84	16.01	276	8"	0.003	PVC SDR-35	

SANITARY STRUCTURE SCHEDULE					
TAG	STRUCTURE	TOP	INVERT IN	INVERT OUT	BOX SIZE (I.D.)
SS-1	MANHOLE	27.00	14.80	14.70	48"Ø
SS-2	MANHOLE	26.15	15.00	14.90	48"Ø
SS-3	MANHOLE	24.00	15.45	15.35	48"Ø
SS-4	MANHOLE	22.70	15.84	15.74	48"Ø
SS-5	MANHOLE	21.95	16.01	16.84	48"Ø
SS-6	MANHOLE	21.00	16.94	16.84	48"Ø

STORM STRUCTURE SCHEDULE							
TAG	STRUCTURE	TOP	INVERT IN	INVERT OUT	BOX SIZE (I.D.)	GRATE	TOP UNIT
CB-1	CATCH BASIN	24.10	21.10	21.10	34"X24"	TYPE 1	TYPE C
CB-2	CATCH BASIN	24.10	21.10	21.10	34"X24"	TYPE 1	TYPE C
CB-3	CATCH BASIN	21.85	18.95	18.85	34"X24"	TYPE 1	TYPE C
CB-4	CATCH BASIN	21.30	18.25	18.25	34"X24"	TYPE 1	TYPE C
CB-5	CATCH BASIN	21.74	18.74	18.74	34"X24"	TYPE 1	TYPE C
CB-6	CATCH BASIN	20.71	17.80	17.80	34"X24"	TYPE 1	TYPE C
CB-7	CATCH BASIN	20.74	17.74	17.64	34"X24"	TYPE 1	TYPE C
CB-8	CATCH BASIN	20.74	17.40	17.30	34"X24"	TYPE 1	TYPE C
SM-1	STORM MANHOLE	24.00	20.52	20.42	48"Ø		

STORM PIPE SCHEDULE							
TAG	INVERT IN	INVERT OUT	LENGTH (LF)	SIZE (IN.)	SLOPE (FT./FT.)	TYPE	REMARKS
P-A-1	21.10	21.00	28	18	0.0036	HDPE	
P-A-2	20.90	20.52	127	18	0.003	HDPE	
P-A-3	20.42	20.37	16	18	0.0031	HDPE	
P-B-1	18.85	18.74	28	15	0.0039	HDPE	
P-D-1	18.74	17.74	123	15	0.0081	HDPE	
P-D-2	17.64	17.55	28	18	0.0032	RCP	
P-D-3	17.30	17.21	27	24	0.0033	HDPE	
P-E-1	21.30	18.25	55	15	0.0045	RCP	
P-F-1	17.80	17.74	42	15	0.0014	RCP	
P-G-1	15.25	15.00	24	6	0.0104	PVC	

SANITARY SEWER LATERAL SCHEDULE							
LATERAL TO UNIT #	INVERT IN	INVERT OUT	LENGTH (LF)	SIZE (IN.)	SLOPE (FT./FT.)	TYPE	REMARKS
1	15.15	14.10	52.25	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
2	15.29	14.16	56.25	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
3	15.27	14.22	52.25	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
4	15.41	14.28	56.25	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
5	15.39	14.34	52.25	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
6	15.53	14.40	56.25	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
7	15.51	14.46	52.25	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
8	21.68	20.68	50	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
9	21.73	20.65	54	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
10	21.58	20.58	50	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
11	21.59	20.51	54	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
12	21.44	20.44	50	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
13	21.45	20.37	54	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
14	21.30	20.30	50	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
15	16.60	15.42	59.07	4"	0.02	PVC SDR-35	
16	16.75	15.49	63.07	4"	0.02	PVC SDR-35	
17	16.74	15.56	59.07	4"	0.02	PVC SDR-35	
18	16.89	15.63	63.07	4"	0.02	PVC SDR-35	
19	16.39	15.42	48.27	4"	0.02	PVC SDR-35	
20	16.38	15.49	44.27	4"	0.02	PVC SDR-35	
21	16.53	15.56	48.27	4"	0.02	PVC SDR-35	
22	16.52	15.63	44.27	4"	0.02	PVC SDR-35	
23	16.67	15.70	48.27	4"	0.02	PVC SDR-35	
24	16.57	15.77	40.27	4"	0.02	PVC SDR-35	
25	17.53	16.40	56.67	4"	0.02	PVC SDR-35	
26	17.73	16.53	59.67	4"	0.02	PVC SDR-35	
27	17.67	16.53	56.67	4"	0.02	PVC SDR-35	
28	17.85	16.66	59.67	4"	0.02	PVC SDR-35	
29	17.79	16.66	56.67	4"	0.02	PVC SDR-35	
30	17.98	16.79	59.67	4"	0.02	PVC SDR-35	
31	17.92	16.79	56.67	4"	0.02	PVC SDR-35	
32	17.77	16.78	49.67	4"	0.02	PVC SDR-35	
33	17.64	16.65	46.67	4"	0.02	PVC SDR-35	
34	17.70	16.65	49.67	4"	0.02	PVC SDR-35	
35	17.51	16.52	46.67	4"	0.02	PVC SDR-35	
36	17.57	16.52	49.67	4"	0.02	PVC SDR-35	
37	17.38	16.39	46.67	4"	0.02	PVC SDR-35	
38	17.44	16.39	49.67	4"	0.02	PVC SDR-35	
39	17.24	16.25	46.67	4"	0.02	PVC SDR-35	
40	14.69	13.75	46.85	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.
41	14.87	13.81	53.10	4"	0.02	PVC SDR-35	VERIFY ELEVATION OF EX. SEWER IN THE FIELD. PR. LATERAL 2% SLOPE MIN.

REVISION	DATE
-	-

CONSULTING ENGINEERS

CONSTRUCTION MANAGERS

P.O. BOX 498
SMYRNA, DE 19977
Tel: 302 659-9090
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Email: ed@i3allc.com

PROJECT#: MATT FEINDT

DRAWN: G.P.C

CHECKED: E.H.I.

SCALE: AS NOTED

SUBMISSION: PRELIMINARY

DATE#: MAY 29, 2025

PROJECT DATA:

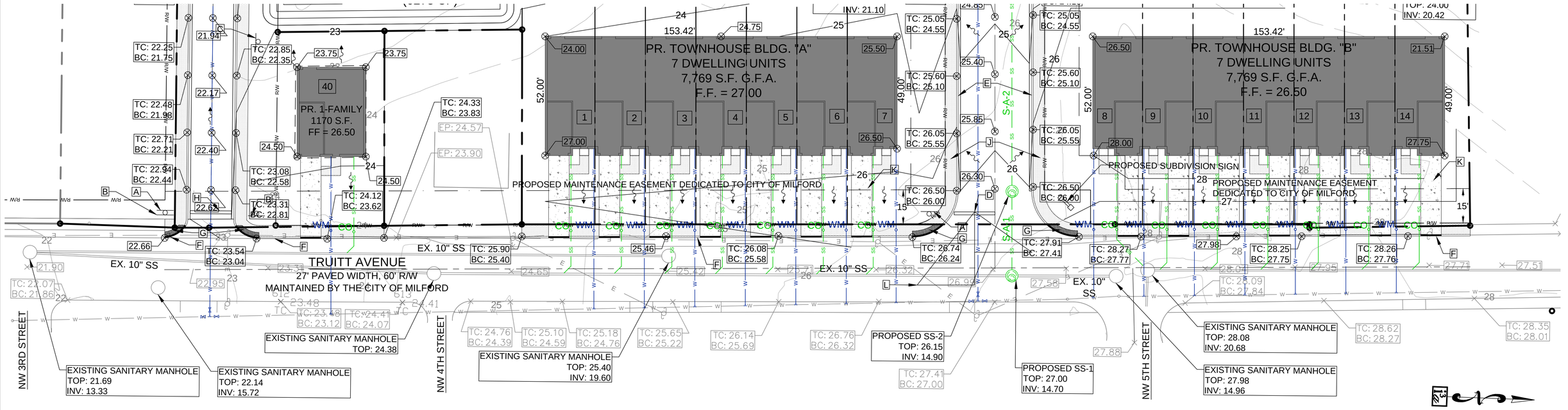
Truitt Townhomes

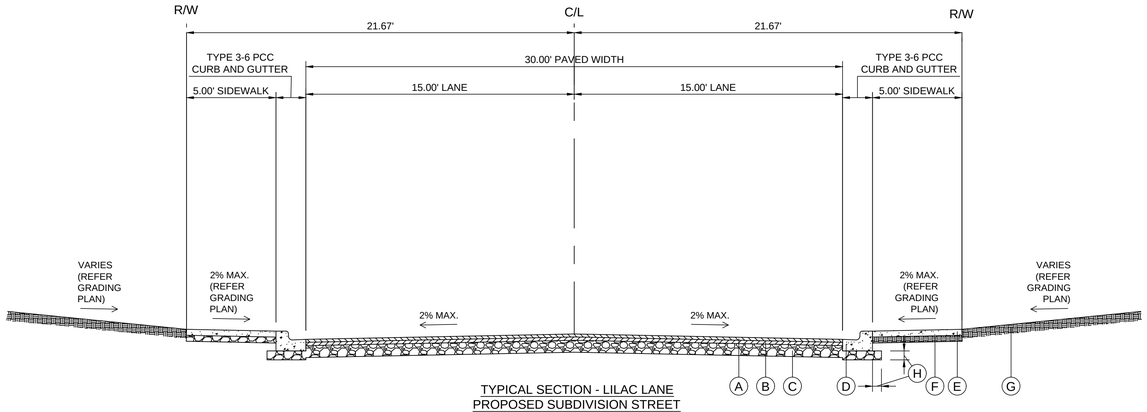
504 TRUITT AVENUE
MILFORD, DE 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID# 5-16-18306-01-0700-00001

DRAWING TITLE:

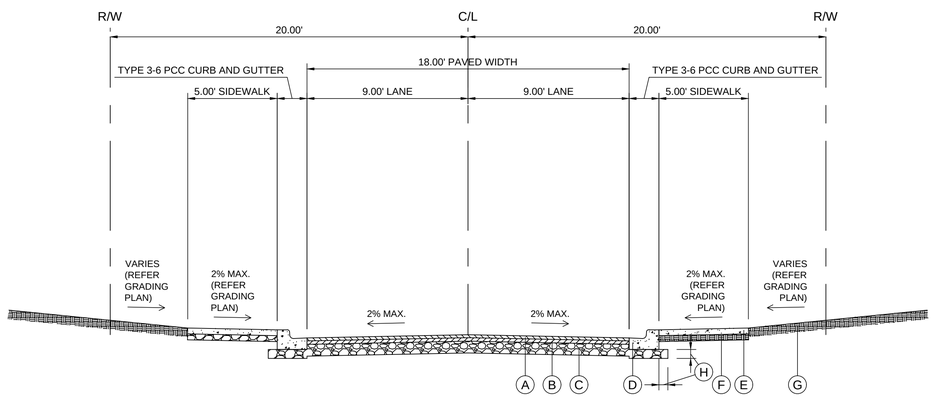
PIPE SCHEDULES & STRUCTURE TABLES

DRAWING NUMBER: C2.1





TYPICAL SECTION - LILAC LANE
PROPOSED SUBDIVISION STREET
NTS



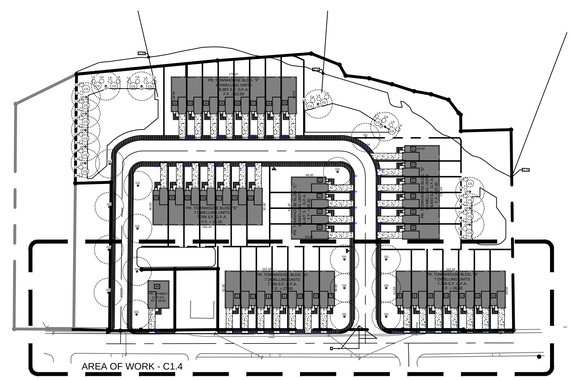
TYPICAL SECTION - APRIL ALLEY
PROPOSED SUBDIVISION STREET
NTS

LEGEND (APPLIES TO CROSS SECTIONS)

- Ⓐ 2" SUPERPAVE TYPE C, PG 64-22 (SN CONTRIBUTION PER INCH = 0.40)
- Ⓑ 2.25" SUPERPAVE TYPE B, PG 64-22 (SN CONTRIBUTION PER INCH = 0.40)
- Ⓒ 8" COMPACTED CRUSHER RUN (SN CONTRIBUTION PER INCH = 0.14)
- Ⓓ TYPE 3-6 PORTLAND CEMENT CONCRETE CURB AND GUTTER
- Ⓔ 4000 PSI CONCRETE SIDEWALK. STANDARD THICKNESS SHALL BE 4". FOR DEPRESSED AND TRANSITION AREAS, SIDEWALK SHALL BE 6" THICK
- Ⓕ 4" COMPACTED SELECT FILL. FOR DEPRESSED AND TRANSITION AREAS, 6" THICKNESS SHALL BE USED. COMPACT TO 95% OF ASTM D 1557
- Ⓖ MIN. 6" TOPSOIL AND GRASS SEEDING
- Ⓗ 6" GABC FROM BOTTOM OF CURB AND 6" FROM BACK FACE OF CURB PER DELDOT STANDARD CONSTRUCTION DETAILS

LEGEND (APPLIES TO PLAN)

- A "STOP" SIGN, POST MOUNTED
- B "DO NOT ENTER" SIGN, POST MOUNTED
- C "ONE WAY" SIGN, POST MOUNTED
- D 16" X 15' PAINTED STOP BAR
- E TYPE 3-6 P.C.C. CURB AND GUTTER
- F TYPE 1-6 P.C.C. CURB
- G TACTILE PAVERS IN ACCESSIBLE SIDEWALK RAMP
- H 16" X 18' PAINTED STOP BAR
- J 5' WIDE CONCRETE SIDEWALK
- K 9' WIDE CONCRETE DRIVEWAY (TYP. ALL PR. DWELLING UNITS)
- L 25' SIGHT TRIANGLE PER CITY OF MILFORD 230-24.23(C)(1)



KEY PLAN
SCALE: 1" = 100'

0' 20' 40' 60'
SCALE: 1"=20'

REVISION	DATE
-	-

CONSULTING ENGINEERS
CONSTRUCTION MANAGERS
P.O. BOX 498
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PROJECT DATA:

Truitt Townhomes

504 TRUITT AVENUE
MILFORD, DE 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID# 5-16-18306-01-0700-00001

DRAWING TITLE:

ENTRANCE PLAN

DRAWING NUMBER: C3.0

SANITARY SEWER PIPE SCHEDULE							
TAG	INVERT IN	INVERT OUT	LENGTH (LF)	SIZE (IN.)	SLOPE (FT./FT.)	TYPE	REMARKS
S-A-1	14.90	14.80	32	8"	0.003	PVC SDR-35	
S-A-2	15.35	15.00	115	8"	0.003	PVC SDR-35	
S-A-3	15.74	15.45	95	8"	0.003	PVC SDR-35	
S-A-4	15.91	15.84	24	8"	0.003	PVC SDR-35	
S-A-5	16.84	16.01	276	8"	0.003	PVC SDR-35	

STORM PIPE SCHEDULE							
TAG	INVERT IN	INVERT OUT	LENGTH (LF)	SIZE (IN.)	SLOPE (FT./FT.)	TYPE	REMARKS
P-A-1	21.10	21.00	28	18	0.0036	HDPE	
P-A-2	20.90	20.52	127	18	0.003	HDPE	
P-A-3	20.42	20.37	16	18	0.0031	HDPE	
P-B-1	18.85	18.74	28	15	0.0039	HDPE	
P-D-1	18.74	17.74	123	15	0.0081	HDPE	
P-D-2	17.64	17.55	28	18	0.0032	RCP	
P-D-3	17.30	17.21	27	24	0.0033	HDPE	
P-E-1	21.30	18.25	55	15	0.0045	RCP	
P-F-1	17.80	17.74	42	15	0.0014	RCP	
P-G-1	15.25	15.00	24	6	0.0104	PVC	

BOUNDARY SCHEDULE			
LINE	BEARING	DISTANCE (FT)	
1	S 19°20'41" W	42.46	
2	S 58°37'57" W	17.46	
3	S 04°13'02" W	33.02	
4	S 12°52'36" W	33.28	
5	S 15°35'15" W	32.40	
6	S 08°00'44" W	23.92	
7	S 15°38'42" W	25.77	
8	S 50°29'33" W	22.77	
9	S 37°57'07" W	4.08	
10	S 87°07'49" W	22.87	
11	S 87°10'00" W	1.50	
12	N 87°14'02" E	84.41	PROPOSED
13	S 02°47'35" E	46.52	PROPOSED

EXISTING 100-YEAR FLOODPLAIN (PROPOSED MAP AMENDMENT)
EXISTING 100-YEAR FLOODPLAIN (AS CURRENTLY MAPPED)
RIPARIAN BUFFER
11 FEET
PROPOSED OUTLET STRUCTURE TOP: 19.50 WEIR: 3' LENGTH X 1' BREADTH @ 18.99' ORIFICE: 6"Ø @ 15.25'
PROPOSED 24" HDPE INLET TO POND INV: 17.21
PROPOSED CB-8 TOP: 20.74 INV: 17.30
PROPOSED SS-6 TOP: 21.00 INV: 16.84
PROPOSED CB-7 TOP: 20.74 INV: 17.64
PROPOSED CB-6 TOP: 20.71 INV: 17.80
TAX ID# 5-16-18310-01-2100-00001 LANDS N/F JENNIFER C MCSORLEY ZONE: R3
PROPOSED 15' WIDE UTILITY EASEMENT DEDICATED TO CITY OF MILFORD
APRIL ALLEY ONE WAY ALLEY, 18' PAVED WIDTH, 40' R/W MAINTAINED BY THE CITY OF MILFORD
TAX ID# 5-16-18310-01-1200-00001 LANDS N/F BETHEL AFRICAN METHODIST, EPISCOPAL CHURCH ZONE: R3
TAX ID# 5-16-18310-01-1400-00001 LANDS N/F JOSEPH MATTHEWS ZONE: R3
PROPOSED CB-4 TOP: 21.30 INV: 18.25
PROPOSED CB-5 TOP: 21.74 INV: 18.74
S 05°15'18" E 197.80'
N 06°29'36" W 131.37'
S 88°30'45" W 174.00'
N 88°28'14" E 83.160'
N 87°58'08" E 84.99'
S 87°58'05" W 84.77'
S 02°08'02" E 23.50'
S 02°08'00" E 84.77'
S 02°54'26" E 70.00'
N 03°43'33" W 70.19'
N 87°10'00" W 280.00'
175.42'
PR. TOWNHOUSE BLDG. "F" 8 DWELLING UNITS 8,883 S.F. G.F.A. F.F. = 22.50
PR. TOWNHOUSE BLDG. "E" 7 DWELLING UNITS 7,769 S.F. G.F.A. F.F. = 26.50
PR. TOWNHOUSE BLDG. "C" 4 DWELLING UNITS 4,427 S.F. G.F.A. F.F. = 25.50
PR. TOWNHOUSE BLDG. "D" 6 DWELLING UNITS 6,655 S.F. G.F.A. F.F. =25.00
PR. TOWNHOUSE BLDG. "A" 7 DWELLING UNITS 7,769 S.F. G.F.A. F.F. = 27.00
PR. TOWNHOUSE BLDG. "B" 7 DWELLING UNITS 7,769 S.F. G.F.A. F.F. = 26.50
PR. 1-FAMILY 1170 S.F. FF = 26.50
POND #4 (26,191 CF)
POND #3 (8309 CF)
POND #1 (6273 CF)
POND #2 (8175 CF)
4" PVC SCH40 SANITARY SEWER LATERAL TYP. 15
PR. 2" SDR7 PVC WATER SERVICE TYP. 15
PROPOSED MAINTENANCE EASEMENT DEDICATED TO CITY OF MILFORD
PROPOSED HYDRANT
PROPOSED SS-8 TOP: 22.35 INV: 19.50
WETLANDS SETBACK LINE
EXISTING WETLANDS LINE
PROPOSED OUTLET WEIR STAGE 1: 6"Ø ORIFICE @ 20.00' STAGE 3: 3' LENGTH X 1' BREADTH WEIR @ 22.00'
PROPOSED FES INV: 18.74
PROPOSED CB-3 TOP: 21.85 INV: 18.85
PROPOSED SS-5 TOP: 21.95 INV: 15.91
PROPOSED SS-4 TOP: 22.70 INV: 15.74
PROPOSED 8" SDR7 PVC WATER MAIN
PR. 2" SDR7 PVC WATER SERVICE TYP. 10
LILAC LANE LOCAL, 30' PAVED WIDTH, 60' R/W MAINTAINED BY THE CITY OF MILFORD
PROPOSED OUTLET WEIR STAGE 1: 4"Ø ORIFICE @ 20.00' STAGE 2: 4"Ø ORIFICE @ 21.50' STAGE 3: 3' LENGTH X 1' BREADTH WEIR @ 23.40'
PROPOSED MAINTENANCE EASEMENT DEDICATED TO HOA
TAX ID# 5-16-18306-01-0600-00001 LANDS N/F HOWARD H. PIPER JR. ZONE: R3
PROPOSED CB-2 TOP: 24.10 INV: 21.00
PROPOSED SS-3 TOP: 24.66 INV: 15.35
PROPOSED CB-1 TOP: 24.10 INV: 21.10
PROPOSED SM-1 TOP: 24.00 INV: 20.42
PR. 8" SDR7 PVC WATER MAIN
PR. 2" SDR7 PVC WATER SERVICE TYP. 14
PROPOSED SUBDIVISION SIGN
PROPOSED SS-2 TOP: 26.15 INV: 14.90
PROPOSED SS-1 TOP: 27.00 INV: 14.70
EXISTING SANITARY MANHOLE TOP: 24.38
EXISTING SANITARY MANHOLE TOP: 21.69 INV: 13.33
EXISTING SANITARY MANHOLE TOP: 22.14 INV: 15.72
EXISTING SANITARY MANHOLE TOP: 25.40 INV: 19.60
EXISTING SANITARY MANHOLE TOP: 28.08 INV: 20.68
EXISTING SANITARY MANHOLE TOP: 27.98 INV: 14.96
EX. 10" SS
TRUITT AVENUE 27' PAVED WIDTH, 60' R/W MAINTAINED BY THE CITY OF MILFORD
NW 3RD STREET
NW 4TH STREET
NW 5TH STREET
12.75' FEET (INFERRED)

LEGEND (APPLIES TO PLAN)

- A "STOP" SIGN, POST MOUNTED
- B "DO NOT ENTER" SIGN, POST MOUNTED
- C "ONE WAY" SIGN, POST MOUNTED
- D 16" X 15' PAINTED STOP BAR
- E TYPE 3-6 P.C.C. CURB AND GUTTER
- F TYPE 1-6 P.C.C. CURB
- G TACTILE PAVERS IN ACCESSIBLE SIDEWALK RAMP
- H 16" X 18' PAINTED STOP BAR
- J 5' WIDE CONCRETE SIDEWALK
- K 9' WIDE CONCRETE DRIVEWAY (TYP. ALL PR. DWELLING UNITS)
- L 25' SIGHT TRIANGLE PER CITY OF MILFORD 230-24.23(C)(1)

0' 30' 60' 90'
SCALE: 1"=30'

REVISION	DATE
-	-

i3 IDE ASSOCIATES
CONSULTING ENGINEERS
CONSTRUCTION MANAGERS
P.O. BOX 498
SMYRNA, DE 19977
Tel: 302 659-9090
Fax: 302 659-0909
Email: ed@i3allc.com

PROJECT#: MATT FEINDT
DRAWN: G.P.C
CHECKED: E.H.I.
SCALE: AS NOTED
SUBMISSION: PRELIMINARY
DATE#: MAY 29, 2025

PROJECT DATA:

Truitt Townhomes

504 TRUITT AVENUE
MILFORD, DE 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID# 5-16-18306-01-0700-00001

DRAWING TITLE:

FIRE MARSHAL PLAN

DRAWING NUMBER: F1.0

PLANTING SCHEDULE					
KEY	QTY.	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
GS	16	GLEDITSIA TRIACANTHOS	HONEY LOCUST	B&B	2 - 2-1/2"
QP	12	QUERCUS PHELLOS	WILLOW OAK	B&B	2 - 2-1/2"
CS	18	CORNUS SERICEA	RED TWIG DOGWOOD	B&B	7 - 10 FEET
CA	18	CLETHRA ALNIFOLIA	SWEET PEPPERBUSH	B&B	4 - 6 FEET
LA	18	LEUCOTHOE AXILLARIS	COASTAL DOGHOBBLE	B&B	3 - 5 FEET

CITY OF MILFORD LANDSCAPING REQUIREMENTS:
1. CHAPTER 200-8(G)(1)(f): SHADE TREES AT 150' O.C. ON EACH SIDE OF STREET
   ACTUAL: PROVIDED AS POSSIBLE GIVEN SITE CONSTRAINTS; SEE PLAN
2. CHAPTER 230-19.8(F)(2): ONE (1) TREE PER 10,000 S.F. OF LOT AREA FOR RESIDENTIAL DEVELOPMENT REQUIRED.
   REQUIRED: 199,905 S.F. / 10,000 S.F./TREE = 20 TREES REQUIRED
   ACTUAL: 28 TREES PROVIDED; SEE PLAN

BOUNDARY SCHEDULE			
LINE	BEARING	DISTANCE (FT)	
1	S 19°20'41" W	42.46	
2	S 58°37'57" W	17.46	
3	S 04°13'02" W	33.02	
4	S 12°52'36" W	33.28	
5	S 15°35'15" W	32.40	
6	S 08°00'44" W	23.92	
7	S 15°38'42" W	25.77	
8	S 50°29'33" W	22.77	
9	S 37°57'07" W	4.08	
10	S 87°07'49" W	22.87	
11	S 87°10'00" W	1.50	
12	N 87°14'02" E	84.41	PROPOSED
13	S 02°47'35" E	46.52	PROPOSED

MULLET RUN
NON-TIDAL STREAM

EXISTING 100-YEAR FLOODPLAIN
(PROPOSED MAP AMENDMENT)

EXISTING 100-YEAR FLOODPLAIN
(AS CURRENTLY MAPPED)

RIPARIAN BUFFER

PROPOSED PARCEL #2
OPEN SPACE AREA =
14,219 S.F.

TAX ID# 5-16-18309-01-1000-00001
LANDS N/F
MISPILLION REALTY LLC
ZONE: R3

N 06°22'36" W 131.37'

S 05°15'18" E 197.80'

PR. TOWNHOUSE BLDG. "F"
8 DWELLING UNITS
8,883 S.F. G.F.A.
F.F. = 22.50

POND #4
(26,191 CF)

POND #3
(8309 CF)

PROPOSED MAINTENANCE EASEMENT
DEDICATED TO CITY OF MILFORD

N 03°43'33" W 70.19'

PROPOSED PARCEL #1
OPEN SPACE AREA =
12,938 S.F.

LILAC LANE
LOCAL, 30' PAVED WIDTH, 60' R/W
MAINTAINED BY THE CITY OF MILFORD

TAX ID# 5-16-18310-01-2100-00001
LANDS N/F
JENNIFER C MCSORLEY
ZONE: R3

PROPOSED 15' WIDE UTILITY
EASEMENT DEDICATED TO CITY
OF MILFORD

APRIL ALLEY
ONE-WAY, 20' R/W, 16' PAVED WIDTH, 40' R/W
MAINTAINED BY THE CITY OF MILFORD

PR. TOWNHOUSE BLDG. "E"
7 DWELLING UNITS
7,769 S.F. G.F.A.
F.F. = 26.50

PR. TOWNHOUSE BLDG. "C"
4 DWELLING UNITS
4,427 S.F. G.F.A.
F.F. = 25.50

PR. TOWNHOUSE BLDG. "D"
6 DWELLING UNITS
6,655 S.F. G.F.A.
F.F. = 25.00

POND #2
(8475 CF)

PROPOSED MAINTENANCE
EASEMENT DEDICATED TO HOA

TAX ID# 5-16-18306-01-0600-00001
LANDS N/F
HOWARD H. PIPER JR.
ZONE: R3

POND #1
(6273 CF)

TAX ID# 5-16-18310-01-1200-00001
LANDS N/F
BETHEL AFRICAN METHODIST, EPISCOPAL
CHURCH
ZONE: R3

TAX ID# 5-16-18310-01-1400-00001
LANDS N/F
JOSEPH MATTHEWS
ZONE: R3

PR. 1-FAMILY
1170 S.F.
FF = 26.50

PR. TOWNHOUSE BLDG. "A"
7 DWELLING UNITS
7,769 S.F. G.F.A.
F.F. = 27.00

PR. TOWNHOUSE BLDG. "B"
7 DWELLING UNITS
7,769 S.F. G.F.A.
F.F. = 26.50

PROPOSED SUBDIVISION SIGN

TRUITT AVENUE
27' PAVED WIDTH, 60' R/W
MAINTAINED BY THE CITY OF MILFORD

NW 3RD STREET
NW 4TH STREET
NW 5TH STREET

LEGEND (APPLIES TO PLAN)

A "STOP" SIGN, POST MOUNTED

B "DO NOT ENTER" SIGN, POST MOUNTED

C "ONE WAY" SIGN, POST MOUNTED

D 16" X 15' PAINTED STOP BAR

LANDSCAPE CERTIFICATION

Debora Mulholland CNP
D. Mulholland
May 30, 2025
Jos Wick Nursery
Dover, DE

SCALE: 1"=30'

REVISION	DATE
-	-

CONSULTING ENGINEERS
CONSTRUCTION MANAGERS
P.O. BOX 498
SMYRNA, DE 19977
Tel: 302 659-9090
Fax: 302 659-0909
Email: ed@i3allc.com

PROJECT#: MATT FEINDT
DRAWN: G.P.C
CHECKED: E.H.I.
SCALE: AS NOTED
SUBMISSION: PRELIMINARY
DATE#: MAY 29, 2025

PROJECT DATA:

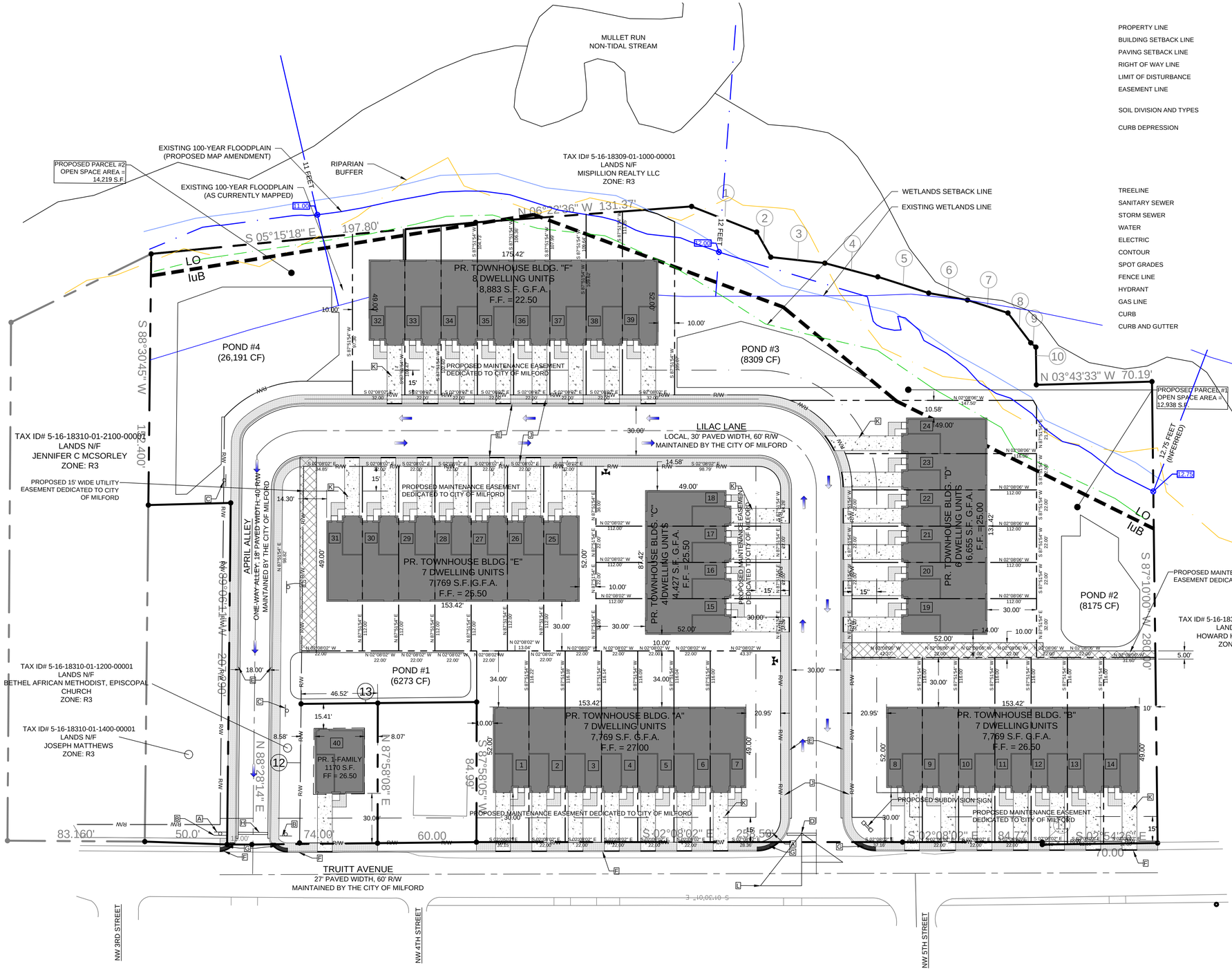
Truitt Townhomes

504 TRUITT AVENUE
MILFORD, DE 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID# 5-16-18306-01-0700-00001

DRAWING TITLE:

LANDSCAPE PLAN

DRAWING NUMBER: L1.0



GRAPHIC LEGEND

PROPERTY LINE	PIN FOUND
BUILDING SETBACK LINE	MONUMENT TO BE SET
PAVING SETBACK LINE	FIRE DEPARTMENT CONNECTION
RIGHT OF WAY LINE	STORM SEWER MANHOLE
LIMIT OF DISTURBANCE	STORM SEWER INLET
EASEMENT LINE	SANITARY CLEANOUT
SOIL DIVISION AND TYPES	SANITARY MANHOLE
CURB DEPRESSION	WATER METER
	WATER VALVE
	UTILITY POLE
	SITE LIGHT
	# OF PARKING SPACES IN A ROW
	ADA PARKING SIGN
	STABILIZED CONSTRUCTION ENTRANCE
	CONCRETE WASHOUT
	INLET PROTECTION
	DEMOLITION AREAS
	PROPOSED CONCRETE SIDEWALK
	PROPOSED PERVIOUS AREA
	PROPOSED FULL-DEPTH PAVEMENT
	PROPOSED CONCRETE FLATWORK

	EXISTING	PROPOSED
TREELINE		
SANITARY SEWER	SS	SS
STORM SEWER	SD	SD
WATER	W	W
ELECTRIC	E	E
CONTOUR	##	##
SPOT GRADES	(50.97)	54.55
FENCE LINE		
HYDRANT	FH	
GAS LINE	GAS	GAS
CURB		
CURB AND GUTTER		

LEGEND (APPLIES TO PLAN)

A	"STOP" SIGN, POST MOUNTED
B	"DO NOT ENTER" SIGN, POST MOUNTED
C	"ONE WAY" SIGN, POST MOUNTED
D	16" X 15' PAINTED STOP BAR
E	TYPE 3-6 P.C.C. CURB AND GUTTER
F	TYPE 1-6 P.C.C. CURB
G	TACTILE PAVERS IN ACCESSIBLE SIDEWALK RAMP
H	16" X 18' PAINTED STOP BAR
J	5' WIDE CONCRETE SIDEWALK
K	9' WIDE CONCRETE DRIVEWAY (TYP. ALL PR. DWELLING UNITS)

BOUNDARY SCHEDULE

LINE	BEARING	DISTANCE (FT)	
1	S 19°20'41" W	42.46	
2	S 58°37'57" W	17.46	
3	S 04°13'02" W	33.02	
4	S 12°52'36" W	33.28	
5	S 15°35'15" W	32.40	
6	S 08°00'44" W	23.92	
7	S 15°38'42" W	25.77	
8	S 50°29'33" W	22.77	
9	S 37°57'07" W	4.08	
10	S 87°07'49" W	22.87	
11	S 87°10'00" W	1.50	
12	N 87°14'02" E	84.41	PROPOSED
13	S 02°47'35" E	46.52	PROPOSED

i3 IDE & ASSOCIATES

CONSULTING ENGINEERS

CONSTRUCTION MANAGERS

P.O. BOX 498
SMYRNA, DE 19977
Tel: 302 659-9090
Fax: 302 659-0909
Email: ed@i3allc.com

REVISION	DATE
-	-

PROJECT#:	MATT FEINDT
DRAWN:	G.P.C
CHECKED:	E.H.I.
SCALE:	AS NOTED
SUBMISSION:	PRELIMINARY
DATE#:	MAY 29, 2025

PROJECT DATA:

Truitt Townhomes

504 TRUITT AVENUE
MILFORD, DE 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID# 5-16-18306-01-0700-00001

DRAWING TITLE:

RECORD PLAN

DRAWING NUMBER: R1.0

IDE³ ASSOCIATES

Consulting Engineers | Construction Management

P.O. Box 498 Smyrna, DE 19977 Ph: 302-659-9090 Fax: 302-659-0909

July 25, 2025

Rob Pierce
Planning Director
City of Milford
180 Vickers Drive
Milford, Delaware 19963

REF: Truitt Townhomes – Waiver Requests

Dear Rob,

We are representing the developer in this application for the Planning Commission and City Council meetings for the above-mentioned project. We respectfully request the following waivers from the City of Milford Code to be granted. The waivers and our justification for their approval are:

1. TO PERMIT A 30 FOOT STREET WIDTH AT THE NORTH AND WEST OF THE SUBDIVISION, TO BE KNOWN AS LILAC LANE (36 FEET STREET WIDTH REQUIRED PER 200-8(A)(14)(a)).

   The proposed subdivision meets the City of Milford off-street parking requirements through each unit having enough driveway space for 1.5 cars and a garage space for 1 car, totaling 2.5 parking spaces per unit. Therefore, the proposed subdivision street width of 30' accounts for two-way traffic with street parking on one side. At the same time, a 36' wide street would physically prohibit a balanced development of the townhouses due to the size and irregular shape of the subdivision boundary.

   An important factor is each lot's conformity with the City's bulk regulations for the R-3 zone uniformity with one another, and impact to the surrounding area. We have addressed the balance through our testimony and approval from the Board of Adjustment on lot-related variances.

2. TO PERMIT A 43.34 FOOT RIGHT-OF-WAY AT THE NORTH AND WEST OF THE SUBDIVISION, TO BE KNOWN AS LILAC LANE (60 FEET RIGHT-OF-WAY WIDTH REQUIRED PER 200-8(A)(14)(a)).

On a 30’ paved width street, a 43.34’ ROW places the ROW line on the back edge of the proposed sidewalk, as shown on the plan. Beyond said line, a 15’ wide maintenance easement dedicated to the City of Milford is proposed.

In this subdivision layout, this configuration is appropriate since it allows for front yard conformity to the City of Milford code while allowing ample space for the City’s access to the ROW.

3. TO PERMIT THE EXISTING RIGHT-OF-WAY WIDTH TO REMAIN AT THE EAST OF THE SUBDIVISION, KNOWN AS TRUITT AVENUE (60 FEET RIGHT-OF-WAY WIDTH REQUIRED PER 200-8(A)(14)(a)).

   The alignment of the centerline with respect to the existing front property lines and existing edge of pavement / curb line varies throughout Truitt Avenue, so establishing a new ROW without significant alterations to the physical alignment of Truitt Avenue would be unfeasible, especially for the existing single-family parcel between lot 1 and lot 40, which is not owned by Carlisle Lane LLC and has frontage along Truitt Avenue. Therefore, we propose letting the existing frontage property lines on Truitt Avenue define the ROW, which inherently varies in width. Beyond said line, there is a proposed maintenance easement dedicated to the City of Milford.

4. TO PERMIT LOT 24 TO BE PLATTED WITHIN THE 100-YEAR FLOODPLAIN (RESIDENTIAL LOTS OR ANY OTHER USES WHERE DANGER TO LIFE OR PROPERTY OR AN AGGRAVATION OF FLOOD HAZARD MAY RESULT MAY NOT BE PLATTED WITHIN THE FLOODPLAIN PER 200-8(E)(8)).

   The encroachment of the floodplain is minimal and outside of the proposed building footprint.

5. TO PERMIT LOT 37 TO BE PLATTED WITHIN THE 100-YEAR FLOODPLAIN (RESIDENTIAL LOTS OR ANY OTHER USES WHERE DANGER TO LIFE OR PROPERTY OR AN AGGRAVATION OF FLOOD HAZARD MAY RESULT MAY NOT BE PLATTED WITHIN THE FLOODPLAIN PER 200-8(E)(8)).

   The encroachment of the floodplain is marginal and outside of the proposed building footprint.

6. TO PERMIT LOT 38 TO BE PLATTED WITHIN THE 100-YEAR FLOODPLAIN (RESIDENTIAL LOTS OR ANY OTHER USES WHERE DANGER TO LIFE OR PROPERTY OR AN AGGRAVATION OF FLOOD HAZARD MAY RESULT MAY NOT BE PLATTED WITHIN THE FLOODPLAIN PER 200-8(E)(8)).

   The encroachment of the floodplain is marginal and outside of the proposed building footprint.

7. TO PERMIT LOT 39 TO BE PLATTED WITHIN THE 100-YEAR FLOODPLAIN (RESIDENTIAL LOTS OR ANY OTHER USES WHERE DANGER TO LIFE OR PROPERTY OR AN AGGRAVATION OF FLOOD HAZARD MAY RESULT MAY NOT BE PLATTED WITHIN THE FLOODPLAIN PER 200-8(E)(8)).

The encroachment of the floodplain is marginal and outside of the proposed building footprint.

8. TO PERMIT LOT 23 TO BE PLATTED WITHIN 25 FEET OF LAND UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS (PRIVATE LOTS MAY NOT BE PLATTED WITHIN 25 FEET OF SAID JURISDICTION PER 200-8(E)(9)).

   Grading activities in this section of the wetland buffer were previously approved by the Board of Adjustment. These activities and the proposed building will not encroach the delineated wetlands.

9. TO PERMIT LOT 24 TO BE PLATTED WITHIN 25 FEET OF LAND UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS (PRIVATE LOTS MAY NOT BE PLATTED WITHIN 25 FEET OF SAID JURISDICTION PER 200-8(E)(9)).

   Grading activities in this section of the wetland buffer were previously approved by the Board of Adjustment. These activities and the proposed building will not encroach the delineated wetlands.

10. TO PERMIT LOT 35 TO BE PLATTED WITHIN 25 FEET OF LAND UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS (PRIVATE LOTS MAY NOT BE PLATTED WITHIN 25 FEET OF SAID JURISDICTION PER 200-8(E)(9)).

    Grading activities in this section of the wetland buffer were previously approved by the Board of Adjustment. These activities and the proposed building will not encroach the delineated wetlands.

11. TO PERMIT LOT 36 TO BE PLATTED WITHIN 25 FEET OF LAND UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS (PRIVATE LOTS MAY NOT BE PLATTED WITHIN 25 FEET OF SAID JURISDICTION PER 200-8(E)(9)).

    Grading activities in this section of the wetland buffer were previously approved by the Board of Adjustment. These activities and the proposed building will not encroach the delineated wetlands.

12. TO PERMIT LOT 37 TO BE PLATTED WITHIN 25 FEET OF LAND UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS (PRIVATE LOTS MAY NOT BE PLATTED WITHIN 25 FEET OF SAID JURISDICTION PER 200-8(E)(9)).

    Grading activities in this section of the wetland buffer were previously approved by the Board of Adjustment. These activities and the proposed building will not encroach the delineated wetlands.

13. TO PERMIT LOT 38 TO BE PLATTED WITHIN 25 FEET OF LAND UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS (PRIVATE LOTS MAY NOT BE PLATTED WITHIN 25 FEET OF SAID JURISDICTION PER 200-8(E)(9)).

    Grading activities in this section of the wetland buffer were previously approved by the Board of Adjustment. These activities and the proposed building will not encroach the delineated wetlands.

14. TO PERMIT LOT 39 TO BE PLATTED WITHIN 25 FEET OF LAND UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS (PRIVATE LOTS MAY NOT BE PLATTED WITHIN 25 FEET OF SAID JURISDICTION PER 200-8(E)(9)).

    Grading activities in this section of the wetland buffer were previously approved by the Board of Adjustment. These activities and the proposed building will not encroach the delineated wetlands.

15. TO PERMIT RELIEF FROM THE MINIMUM STREET TREE SPACING ALONG THE STREET TO BE KNOWN AS LILAC LANE (150 FOOT MINIMUM SPACING BETWEEN STREET TREES ON EACH SIDE OF THE ROAD REQUIRED PER 200-8(G)(1)(f)).

    The landscape plan meets the minimum tree spacing requirements along the subdivision street at most points, but due to the spacing of the driveways and the sewer and water laterals parallel and proximity to them, placing trees there would be prohibitive to the maintenance capabilities. Therefore, the plan calls for a tighter spacing along the street where it can be achieved with clusters of trees around the proposed stormwater management ponds so that the total tree requirement can be met.

If you have any questions or comments, please do not hesitate to contact Gary Cimaglia at (302) 659-9090.

Respectfully Submitted,

Edward H. Ide, III, P.E.
President
i3a Consulting Engineers . Construction Managers

APPRAISAL OF REAL PROPERTY

Land Only
w/Extraordinary Assumption

LOCATED AT

504 Truitt Ave
Milford, DE 19963

W. SD. TRUITT AVE., MILFORD, LOT + #1-W. LINE TRUITT AVE., LOT #2:#2-LOT ADJ. #1 + W. TRUITT AVE., #1- LOT #31:#2-LOT #12 TO 17, 22-26,32 TO 34 + 304 TRUITT AVE + W. SIDE TRUITT AVE., MILFORD, 41,733 SQ. F

FOR

Carlisle Lane LLC
4330 Big Stone Beach Rd
Milford, DE 19963

OPINION OF VALUE

520,000

$520,000 / 4.72 acres
$110,169.50 / acre
0.5 acres = $55,084.75

AS OF

May 5, 2025

BY

Mark D McDaniel
Masten Realty LLC
6103 South Rehoboth Blvd
Milford, DE 19963
Office: (302)422-1850
Cell: (302)270-1003
MacksREA@outlook.com

Client	Carlisle Lane LLC			File No.			
Property Address	504 Truitt Ave						
City	Milford	County	Kent	State	DE	Zip Code	19963
Owner	Carlisle Lane LLC						

TABLE OF CONTENTS

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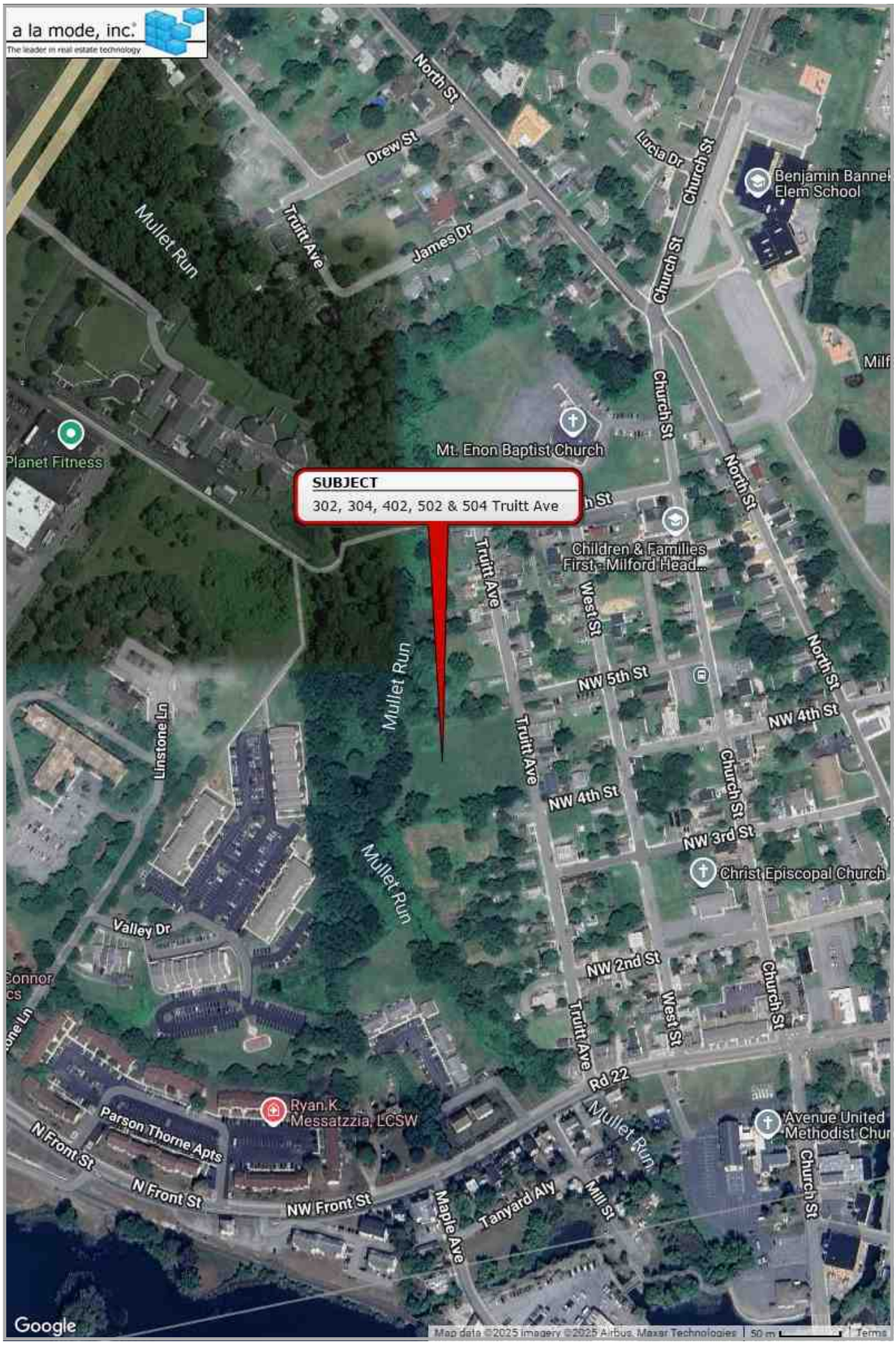
Comparable Photos 4-6 15

Location Map

Client	Carlisle Lane LLC						
Property Address	504 Truitt Ave						
City	Milford	County	Kent	State	DE	Zip Code	19963
Owner	Carlisle Lane LLC						



Subject Land Photo Page

Client	Carlisle Lane LLC						
Property Address	504 Truitt Ave						
City	Milford	County	Kent	State	DE	Zip Code	19963
Owner	Carlisle Lane LLC						

504 Truitt Ave

302,304,402,502,504 Truitt Ave

Sales Price	
Date of Sale	
Site Area	4.72
Location	Residential
Zoning	R-3

502 Truitt Ave

402 Truitt Ave

Subject Land Photo Page

Client	Carlisle Lane LLC						
Property Address	504 Truitt Ave						
City	Milford	County	Kent	State	DE	Zip Code	19963
Owner	Carlisle Lane LLC						

304 Truitt Ave

302,304,402,502,504 Truitt Ave

Sales Price	
Date of Sale	
Site Area	4.72
Location	Residential
Zoning	R-3

302 Truitt Ave

Subject Street

FIRREA / USPAP ADDENDUM

Client	Carlisle Lane LLC				File No.		
Property Address	504 Truitt Ave						
City	Milford	County	Kent	State	DE	Zip Code	19963
Owner	Carlisle Lane LLC						

Purpose

The purpose of this appraisal is to develop an independent, objective, opinion of market value for the fee simple interest of the subject real property as unimproved land.

Scope of Work

The scope of this appraisal involves a detailed review of the property, local marketplace, and surrounding areas. This includes but is not limited to interviews with local appraisers, property owners, buyers, sellers, realtors, contractors, tax assessors, city and county planning/zoning, public records, and other related city/county officials. The highest and best use of the property is concluded and the appropriate approaches to value are employed. The value of the property is then reconciled by judging the most appropriate valuation approach or approaches.

Intended Use / Intended User

Intended Use: **The intended use of this appraisal is to provide an independent, objective, opinion of market value for the "land only" fee simple interest of the subject real property in connection with determining the "cash-in-lieu of recreational area" for the City of Milford.** There is no other intended use. This report is prepared specifically to meet the needs of the client. The report should not be relied upon for any other purpose. No other use of the appraisal is intended, contemplated, or authorized by the appraiser.

Intended User(s): **Carlisle Lane LLC**. No party other than the intended user should rely upon this appraisal for any purpose whatsoever. The fact that some party other than the client paid for the appraisal, either directly or indirectly, does not make them an intended user.

History of Property

Current listing information: Not for sale in MLS as of effective date of appraisal.

Prior sale: 302 Truitt: 2/5/24 @ $75,000; 304 Truitt (Improved) 8/8/24 @ $120,000; 402/502 Truitt (Improved) 10/8/24 @ $320,000; 504 Truitt 3/17/23 @ $55,000.

Exposure Time / Marketing Time

The reasonable exposure time for the subject property as proposed is 60-150 days when listed within 10% of the reported market value.

Personal (non-realty) Transfers

None during the three years prior to the effective date.

Additional Comments

The information gathered from the sources is believed to be reliable and has been verified by the parties in the various transactions. When conflicting information is presented the source deemed most reliable is used. The data believed to be unreliable is not included in the report and not used in the valuation process.

The appraiser, Mark D. McDaniel, is a Certified Residential Real Property Appraiser. Your appraiser has no financial or other interest in the subject property/transaction.

The appraiser has performed no services as an appraiser regarding the property that is the subject of this report within the three year period immediately preceding the acceptance of this assignment.

This is a restricted appraisal report as set forth in Standard 2 of USPAP. The use of this report is limited to the client only. The rational for how the appraiser arrived at the opinions and conclusions set forth in the report may not be fully understood properly without consulting with the appraiser.

The comparable sales pictures used in this report may be from the realtor's MLS system or a satellite mapping system to best reflect the condition of the property at the time of the sale. Your appraiser inspected each comparable sale property by performing a drive-by visual inspection.

The appraiser has been engaged to form an opinion of value. If subsequent developments or disagreements should arise, users of this appraisal agree that the appraiser may not be held liable for damages in excess of the amount paid for doing the appraisal. Acceptance of and/or use of this appraisal report constitutes acceptance of the aforementioned conditions.

Certification Supplement

1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser:	Mark D McDaniel	Supervisory Appraiser:	
Signed Date:	05/10/2025	Signed Date:	
Certification or License #:	X2-0010749	Certification or License #:	
Certification or License State:	DE Expires: 10/31/2025	Certification or License State:	Expires:
Effective Date of Appraisal:	May 5, 2025	Inspection of Subject:	☐ Did Not ☐ Exterior Only ☐ Interior and Exterior

LAND APPRAISAL REPORT

File No.:

SUBJECT

Property Address: 504 Truitt Ave | City: Milford | State: DE | Zip Code: 19963

County: Kent | Legal Description: W. SD. TRUITT AVE., MILFORD, LOT + #1-W. LINE TRUITT AVE., LOT #2:#2-LOT ADJ. #1 + W. TRUITT AVE., #1- LOT #31:#2-LOT #12 TO 17, 22-26,32 TO 34 + 304 TRUITT AVE + W. SIDE TRUITT AVE., MILFORD, 41,733 SQ. FT.

Assessor's Parcel #: MD-16-183.10-01-1.00-000 + 7.00-000 + 8.00-000 +12.00-000 + 13.00-0(| Tax Year: 2024 | R.E. Taxes: $ 2,756 | Special Assessments: $

Market Area Name: City of Milford | Map Reference: 20100 | Census Tract: 0425.00

Current Owner of Record: Carlisle Lane LLC | Borrower (if applicable):

Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe) | HOA: $ ☐ per year ☐ per month

Are there any existing improvements to the property? ☐ No ☒ Yes | If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☒ Vacant ☒ Not habitable

If Yes, give a brief description: 304 Truitt Ave is improved by a house that is not habitable. However, this appraisal is developed with the Extraordinary Assumption that improvements do not exist.

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)

This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective

Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)

Intended Use: **The intended use of this appraisal is to provide an independent, objective, opinion of market value for the "land only" fee simple interest of the subject real property in connection with determining the "cash-in-lieu of recreational area" for the City of Milford.**

Intended User(s) (by name or type): **Carlisle Lane LLC**. No party other than the intended user should rely upon this appraisal for any purpose whatsoever. The fact that some party other than the client paid for the appraisal, either directly or indirectly, does not make them an intended user.

Client: Carlisle Lane LLC | Address: 4330 Big Stone Beach Road, Milford, DE 19963

Appraiser: Mark D McDaniel | Address: Masten Realty LLC, 6103 Rehoboth Blvd., Milford, DE 19963

MARKET AREA DESCRIPTION

Characteristics				Predominant Occupancy	One-Unit Housing			Present Land Use		Change in Land Use
					PRICE $(000)		AGE (yrs)			
Location:	☒ Urban	☐ Suburban	☐ Rural	☒ Owner ~64				One-Unit	~89 %	☒ Not Likely
Built up:	☒ Over 75%	☐ 25-75%	☐ Under 25%	☒ Tenant ~27				2-4 Unit	<2 %	☐ Likely * ☐ In Process *
Growth rate:	☐ Rapid	☒ Stable	☐ Slow	☐ Vacant (0-5%)	100	Low	0	Multi-Unit	<1 %	* To:
Property values:	☐ Increasing	☒ Stable	☐ Declining	☒ Vacant (>5%)	760	High	244	Comm'l	~8 %	
Demand/supply:	☐ Shortage	☒ In Balance	☐ Over Supply		330	Pred	37		%	
Marketing time:	☐ Under 3 Mos.	☒ 3-6 Mos.	☐ Over 6 Mos.						%	

Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	☐	☒	☐	☐	☐	Adequacy of Utilities	☒	☐	☐	☐	☐
Convenience to Employment	☐	☒	☐	☐	☐	Property Compatibility	☒	☐	☐	☐	☐
Convenience to Shopping	☐	☒	☐	☐	☐	Protection from Detrimental Conditions	☒	☐	☐	☐	☐
Convenience to Schools	☐	☒	☐	☐	☐	Police and Fire Protection	☒	☐	☐	☐	☐
Adequacy of Public Transportation	☐	☐	☒	☐	☐	General Appearance of Properties	☐	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐	☐	Appeal to Market	☐	☒	☐	☐	☐

Market Area Comments: As of the effective date of appraisal, supply and demand are approaching equilibrium in the market environment. Interest rates have nearly doubled during the two years prior to the effective date which has driven some buyers from the market. The market area is considered to be the City of Milford. Similar properties in the market area sell in 60-150 days when listed within 10% of the estimated market value. According to an analysis of single family home sales published in the PenFed Realty Market Watch the median price of single family homes in the Milford market increased 4% during the year prior to the effective date of appraisal.

SITE DESCRIPTION

Dimensions: 407' x 71' x 61' x71' x 75' x 196' x 48' x 150' x 655' | Site Area: +/-4.72a

Zoning Classification: R3 | Description: Townhouse & Garden Apartments

Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements

Uses allowed under current zoning: Two-family dwelling, Townhouses, Garden Apartments

Are CC&Rs applicable? ☐ Yes ☒ No ☐ Unknown | Have the documents been reviewed? ☐ Yes ☐ No | Ground Rent (if applicable) $ ____ / ____

Comments:

Highest & Best Use as improved: ☒ Present use, or ☒ Other use (explain) The highest and best use of these properties is bundled as appraised. The larger site provides more robust opportunities/flexibility for development.

Actual Use as of Effective Date: Vacant Residential Land | Use as appraised in this report: Vacant Residential Land

Summary of Highest & Best Use: As Appraised - Bundle of 302, 304, 402, 502 & 504 Truitt Ave as one property. As aggregated, the subject properties provide more opportunities and flexibility for development as permitted in R3 zoning.

Utilities	Public	Other	Provider/Description
Electricity	☒	☐	City of Milford
Gas	☐	☒	Private
Water	☒	☐	City of Milford
Sanitary Sewer	☒	☐	City of Milford
Storm Sewer	☒	☐	City of Milford
Telephone	☐	☒	Private
Multimedia	☐	☒	Private

Off-site Improvements	Type	Public	Private
Street	Two Lane/Asphalt	☒	☐
Width	Typical 2-Lane		
Surface	Asphalt		
Curb/Gutter	Typical	☒	☐
Sidewalk	Typical	☒	☐
Street Lights	Typical	☒	☐
Alley	NA	☐	☐

Frontage	~407'
Topography	Gently Sloping/Mostly Clear
Size	+/-4.72a
Shape	Irregular (five parcels)
Drainage	Adequate
View	Residential

Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)

FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No | FEMA Flood Zone X | FEMA Map # 10005C0041K | FEMA Map Date 3/16/2015

Site Comments: The appraised subject is a combination of five parcels: 302,304, 402, 502 & 504 Truitt Ave. They are located on the west side of the street and are bounded on the west by a stream, Mullet Run and open space that adjacent to Silver Hill Apartments. Vacant R3 parcels of this size are scarce within the Milford City boundaries.

GP LAND

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LAND APPRAISAL REPORT

File No.:

TRANSFER HISTORY

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): BrightMLS/City of Milford

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: The individual parcels comprising the subject property as appraised were purchased on a variety of dates as follows: 302 Truitt: 2/5/24 @ $75,000; 304 Truitt (Improved) 8/8/24 @ $120,000; 402/502 Truitt (Improved) 10/8/24 @ $320,000; 504 Truitt 3/17/23 @ $55,000.
Date: Multiple Dates	
Price: Multiple Prices	
Source(s): BrightMLS/Sussex County	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	302,304,402,502,504 Truitt Ave Milford, DE 19963	11 S Dupont Hwy Milford, DE 19963		800 Airport Rd Milford, DE 19963		15 17& 20 Pennsylvania Ave Milford, DE 19963	
Proximity to Subject		0.50 miles W		1.00 miles NW		1.30 miles S	
Sale Price	$		$ 975,000		$ 435,000		$ 120,000
Price/	$	$ 104,055.50		$ 103,818.62		$ 78,947.37	
Data Source(s) Verification Source(s)	BrightMLS/Inspection Kent County/City of Milford	BrightMLS Kent County		BrightMLS Kent County		BrightMLS SussexCounty	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Sales or Financing Concessions		Unknown		Cash		Cash	
Date of Sale/Time		12/23	+50,000	12/23	+25,000	01/24	+6,000
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Residential	Hwy Comm	0	Office/Comm	0	Residential/Comm	0
Site Area	4.72	9.37	-510,000	4.19	+60,000	1.52	+370,000
Zoning	R-3	C-3	0	OC1	0	R-1	0
Net Adjustment (Total, in $)		☐ + ☒ -	$ -460,000	☒ + ☐ -	$ 85,000	☒ + ☐ -	$ 376,000
Adjusted Sale Price (in $)			$ 515,000		$ 520,000		$ 496,000

Summary of Sales Comparison Approach: The search for comparables with characteristics similar to the subject includes sale during the two years prior to the effective date and located less than 15 miles from the subject. The sales best representing the subject property are selected for inclusion in the Sales Comparison Approach. All selected comps are within the boundaries of the City of Milford. When examining land sales in the search area, the per acre value of properties with "in-town" settings were similar regardless of the zoning. Therefore, multiple zoning types are used in the analysis without adjustments. All Comps have a parcel size that significantly differs from the subject an require Site Area adjustments based on land sales data within the search parameters. All Comps also receive a Time adjustment that reflects the change in the market since their date of sale. Comp 3 is a similar assemblage of multiple lots. Comp 2 has the most similar Site Area and has the lowest gross adjustment percentage. Comp 1 brackets Site Area and is located approx. 1/2 mile from the subject. Because it is the most similar size, Comp 2 is given greatest consideration when developing the value conclusion. The range of comparables is $496,000 - $520,000.

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 520,000

Final Reconciliation: The Sales Comparison approach is typically the best measure of value for vacant residential properties. The cost and income approach are usually not applicable measures of value for vacant parcels. The subject property is given the value of $520,000 as of the effective date of appraisal.

This appraisal is made ☐ "as is", or ☒ subject to the following conditions: This appraisal is for the "land only" value of the combined five individual parcels.

☒ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 520,000 , as of: May 5, 2025 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 15 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

☒ Scope of Work ☒ Limiting cond./Certifications ☐ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☐ Additional Sales ☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☒ Extraordinary Assumptions ☐

SIGNATURES

Client Contact: Matt Feindt Client Name: Carlisle Lane LLC

E-Mail: Address: 4330 Big Stone Beach Road, Milford, DE 19963

APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Appraiser Name: Mark D McDaniel	Supervisory or Co-Appraiser Name:
Company: Masten Realty LLC	Company:
Phone: Office: (302)422-1850 Fax:	Phone: Fax:
E-Mail: Cell: (302)270-1003	E-Mail:
Date of Report (Signature): 05/10/2025	Date of Report (Signature):
License or Certification #: X2-0010749 State: DE	License or Certification #: State:
Designation: Certified Residential Real Property Appraiser	Designation:
Expiration Date of License or Certification: 10/31/2025	Expiration Date of License or Certification:
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection: May 5, 2025	Date of Inspection:

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ADDITIONAL COMPARABLE SALES

File No.:

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	302,304,402,502,504 Truitt Ave Milford, DE 19963	402 & 502 Truitt Ave Milford, DE 19963					
Proximity to Subject		0.04 miles N					
Sale Price	$		$ 320,000		$		$
Price/	$	$ 110,344.83		$		$	
Data Source(s)	BrightMLS/Inspection	BrightMLS					
Verification Source(s)	Kent County/City of Milford	Kent County					
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Sales or Financing Concessions		Cash					
Date of Sale/Time		07/24	+10,000				
Rights Appraised	Fee Simple	Fee Simple					
Location	Residential	Residential	0				
Site Area	4.72	2.9	+210,000				
Zoning	R-3	R-3	0				
Net Adjustment (Total, in $)		☒ + ☐ −	$ 220,000	☐ + ☐ −	$	☐ + ☐ −	$
Adjusted Sale Price (in $)			$ 540,000		$		$

Summary of Sales Comparison Approach: Comp 4 is the most recent sale and is a portion (two parcels) of the aggregated subject properties. Comp 4 lends additional support to the value conclusion.

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Comparable Land Photo Page

Client	Carlisle Lane LLC						
Property Address	504 Truitt Ave						
City	Milford	County	Kent	State	DE	Zip Code	19963
Owner	Carlisle Lane LLC						

Comparable 1

11 S Dupont Hwy

Prox. to Subj.	0.50 miles W
Sales Price	975,000
Date of Sale	12/23
Site Area	9.37
Location	Hwy Comm
Zoning	C-3

Comparable 2

800 Airport Rd

Prox. to Subject	1.00 miles NW
Sales Price	435,000
Date of Sale	12/23
Site Area	4.19
Location	Office/Comm
Zoning	OC1

Comparable 3

15 17& 20 Pennsylvania Ave

Prox. to Subject	1.30 miles S
Sales Price	120,000
Date of Sale	01/24
Site Area	1.52
Location	Residential/Comm
Zoning	R-1

Comparable Photo Page

Client	Carlisle Lane LLC						
Property Address	504 Truitt Ave						
City	Milford	County	Kent	State	DE	Zip Code	19963
Owner	Carlisle Lane LLC						

Comparable 4

402 & 502 Truitt Ave

Prox. to Subject	0.04 miles N
Sale Price	320,000
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Residential
View	
Site	2.9
Quality	
Age	

Location Map

Client	Carlisle Lane LLC						
Property Address	504 Truitt Ave						
City	Milford	County	Kent	State	DE	Zip Code	19963
Owner	Carlisle Lane LLC						

Assumptions, Limiting Conditions & Scope of Work

File No.:

Property Address:	504 Truitt Ave	City:	Milford	State:	DE	Zip Code:	19963
Client:	Carlisle Lane LLC	Address:	4330 Big Stone Beach Road, Milford, DE 19963				
Appraiser:	Mark D McDaniel	Address:	Masten Realty LLC, 6103 Rehoboth Blvd., Milford, DE 19963				

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

– The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

– The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.

– If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

– The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

– The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

– The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

– The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

– An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser–client relationship. Any persons receiving this appraisal report because of disclosure requirements

applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

– The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.

– Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

EXTRAORDINARY ASSUMPTION:
For the purpose of this appraisal the Extraordinary Assumption is made that the subject has no improvements. The value appraised is for "Land Only."

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Certifications & Definitions

File No.:

Property Address: 504 Truitt Ave City: Milford State: DE Zip Code: 19963
Client: Carlisle Lane LLC Address: 4330 Big Stone Beach Road, Milford, DE 19963
Appraiser: Mark D McDaniel Address: Masten Realty LLC, 6103 Rehoboth Blvd., Milford, DE 19963

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

– The statements of fact contained in this report are true and correct.

– The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

– I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

– Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

– I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

– My engagement in this assignment was not contingent upon developing or reporting predetermined results.

– My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

– My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

– I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.

– Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.

– Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised and acting in what they consider their own best interests;

3. A reasonable time is allowed for exposure in the open market;

4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*** This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.**

SIGNATURES

Client Contact: Matt Feindt Client Name: Carlisle Lane LLC
E-Mail: Address: 4330 Big Stone Beach Road, Milford, DE 19963

APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Appraiser Name: Mark D McDaniel	Supervisory or Co-Appraiser Name:
Company: Masten Realty LLC	Company:
Phone: Office: (302)422-1850 Fax:	Phone: Fax:
E-Mail: Cell: (302)270-1003	E-Mail:
Date Report Signed: 05/10/2025	Date Report Signed:
License or Certification #: X2-0010749 State: DE	License or Certification #: State:
Designation: Certified Residential Real Property Appraiser	Designation:
Expiration Date of License or Certification: 10/31/2025	Expiration Date of License or Certification:
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection: May 5, 2025	Date of Inspection:

GP LAND
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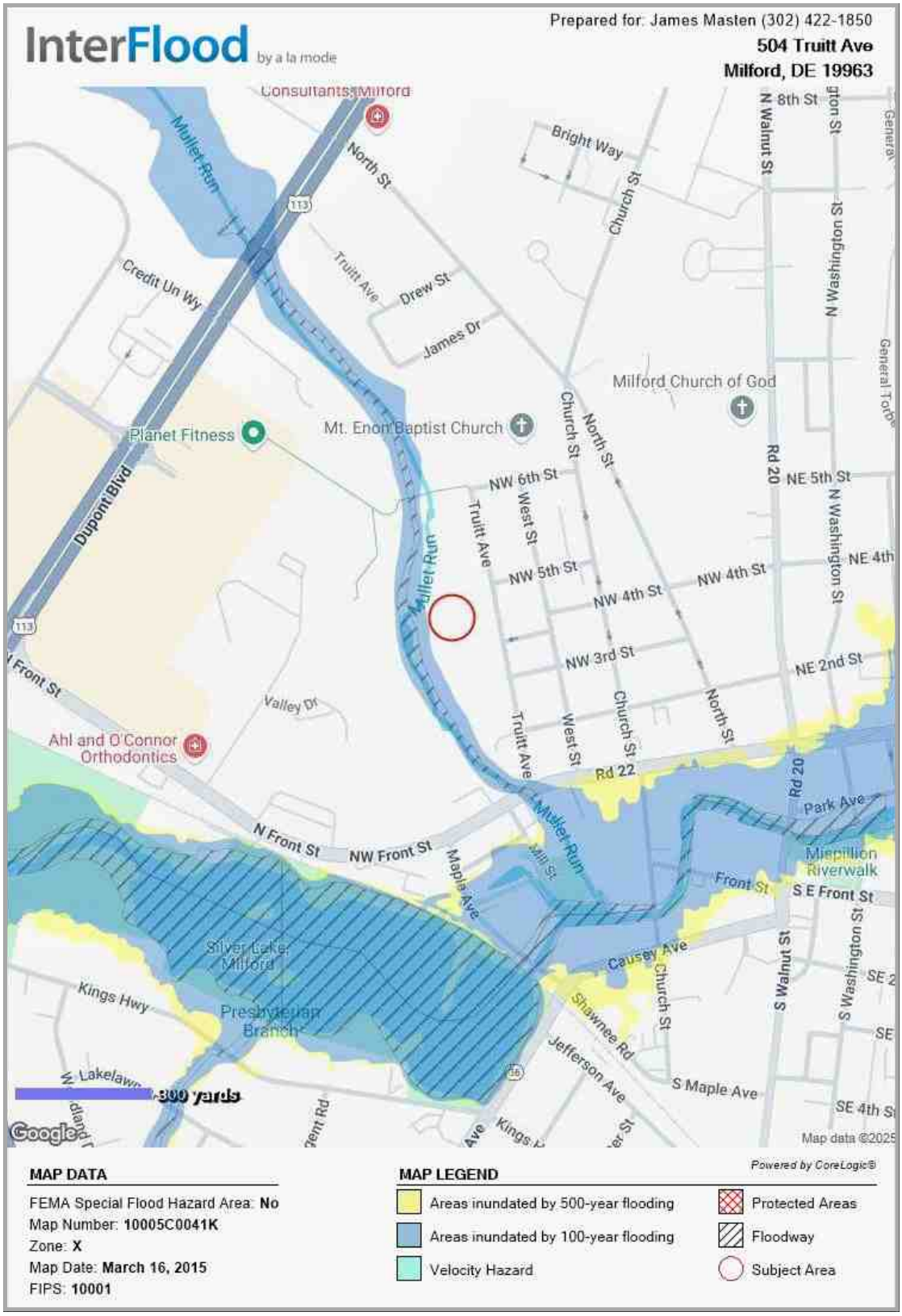
Flood Map

Client	Carlisle Lane LLC						
Property Address	504 Truitt Ave						
City	Milford	County	Kent	State	DE	Zip Code	19963
Owner	Carlisle Lane LLC						



40'
40'

WEST ST
NW 5TH ST
NW 4TH ST
TRUITT AVE
40'
30'
01
02
02.01
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18
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20.01
80
2.1A
1.0A
4.9A

Property Information - 302 TRUITT AVE, MILFORD - (5 16 18310 01 1300 000)

Summary | Buildings | Transfers | Billing | Permits | Map | Taxable Assessment

PRINT BACK NEW SEARCH

Parcel Information

Map Number: 5 16 18310 01 1300 000
Location ID/User Account#: 25484
Property Type: R - Residential - Vacant Land
Account Type:
Lot#:
Subdivision:
Legal Description:
W. SIDE TRUITT AVE., MILFORD, 41,733 SQ. FT.

Tax Account ID: 25484
GIS Coord: E-494850 N-333414
Deed BVP: D12856/252
Plat Book: 00000
Acres: 1.00
Total Living Area: 0 SQFT
Total Bedrooms: **Full BA:** **Half BA:**

District Information

Levy Court District: 4TH
(https://www.kentcountyde.gov/Elected-Officials/Fourth-District-Commissioner)
Fire: 42_F Carlisle (Milford)
School District: SC40 MILFORD
Ambulance: 42_A Carlisle (Milford)
Storm Water Management:
Tax Ditch:

Sewer:
Trash:
Light:

Owner

Name:
CARLISLE LANE LLC
Owners Mailing Address:
4330 BIG STONE BEACH RD
MILFORD, DE 19963

Location Information

Location Addresses:
302 TRUITT AVE, MILFORD, DE 19963

Zoning Information

Zone:
R3 - Garden Apt. and Townhouse

Assessed Values

Land : $116,500
Buildings: $0
Total: $116,500

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Property Information - 302 TRUITT AVE, MILFORD - (5 16 18310 01 1300 000)

Tax Account Contact Number: 302-744-2341
Sewer Account Contact Number: 302-744-2391

Current Tax Account Information

Map Number: 5 16 18310 01 1300 000
Tax ID: 25484
User Account: 25484
Pending: $0.00
Base Tax: $0.00
Penalty/Interest: $0.00
Other: $0.00

Account Type: R
Improvement Status: VACANT

Billing Address

Billing To: CARLISLE LANE LLC
Address:
4330 BIG STONE BEACH RD
MILFORD, DE 19963

Sewer Billing

Sewer Account #:
Sewer Customer #:
Sewer Units: 0.0
Current Bal: $0.00

Tax Credit Legend

S/C = School Credit Adjustment
V/SC = Veteran School Credit
V/CC = Veteran County Credit

Tax Billing Details

Entity Code	Tax description	Tax Amount
CNTY	COUNTY TAX	66.64
LI40	LIBRARY DISTRICT	14.10
S 40	MILFORD SCHOOL	327.02
VOCA	VOCATIONAL SCHOOL	31.22
	TOTAL TAX FOR YEAR 2024	**438.98**

Tax Billing History

Date	Type	Code	Tax Year	Roll	Period	Amount	Tax Receipt
9/27/24	PAYMENT	TX				438.98-	0051518
6/01/24	BILL		2024	P	1	438.98	2616980
2/06/24	PAYMENT	TX				417.62-	0000203
6/01/23	BILL		2023	P	1	188.74	2527688
6/01/22	BILL		2022	P	1	184.46	2438902
3/30/22	PAYMENT	TX				185.73-	0001096
9/30/21	PAYMENT	TX				200.00-	0000350
6/01/21	BILL		2021	P	1	187.67	2350747
3/08/21	PAYMENT	TX				200.00-	0000414
6/01/20	BILL		2020	P	1	353.51	2262241
4/29/20	PAYMENT	TX				894.44-	0000674
3/17/20	ADDED M	AMC	2017	P	1	80.00	GINA
6/01/19	BILL		2019	P	1	355.31	2173684
10/03/18	PAYMENT	TX				500.00-	0002486
6/01/18	BILL		2018	P	1	356.48	2085230
3/28/18	PAYMENT	TX				300.00-	0001128

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Milford, DE : Residential Property Record Card

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Search For Properties

Parcel ID

Street Name

TRUITT AVE

Search | Reset Search

Parcel ID	Card	Map-Block-Lot	Location	Zoning	State Class	Acres
MD-16-183.10-01-13.00-000	1	1121	302 TRUITT AVE	R3	R00	1.000

Owner Information

Matthews, Joseph
300 Truitt Ave
Milford DE 19963

Property Picture

Deed Information

Book/Page:	0
Sale Date:	n/a

Dwelling Information

Living Units:	0
Style:	
Story Height:	0
Exterior Wall:	
Attic Living:	
Basement:	
Year Built:	0
Ground Floor Area:	0
Fin BSMT Living:	0
Tot Living Area:	0
Rec Room:	0 x 0
Tot Rooms:	0
Bedrooms:	0
Full Baths:	0
Half Baths:	0
Mas Fire Place	0
Frame Fire Place	0
Heating Type:	

Valuation

Land:	$28,100
Building:	$0
Total:	$28,100

Sales History

Document No	Date	Price	Type	Validity

Permit History

Date	Purpose	Price
2017/03/15	DEMO HOUSE	$1,500
2017/01/24	DEMO BARN	$0

Out Building Information

Type	Qty	Year	Size1	Size2

Building Sketch

Bill: 6442 | Year: 2024 | Type: REGULAR/ORIGINAL

Installments

Installment	Due date	Amount billed	Payments	Interest	Amount due
1	09/30/2024	$165.79	$165.79	$0.00	**Paid**

Payments

Posted date	Reference / paid by	Amount
09/27/2024	CARLISLE LANE LLC	$165.79

Charges and adjustments

Description	Taxable value	Tax rate	Charge amount
ANNUAL PROPERTY TAX	$28,100.00	0.59	$165.79

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Okay

Property Information - 304 TRUITT AVE, MILFORD - (5 16 18310 01 1200 000)

Summary | Buildings | Transfers | Billing | Permits | Map | Taxable Assessment | PRINT | BACK | NEW SEARCH

Parcel Information

Map Number: 5 16 18310 01 1200 000
Location ID/User Account#: 59068
Property Type: R - Single Family Dwelling
Account Type:
Lot#:
Subdivision:
Legal Description:
304 TRUITT AVE

Tax Account ID: 113227
GIS Coord: E-494981 N-333483
Deed BVP: D13130/302
Plat Book: 00000
Acres: 0.40
Total Living Area: 1552 SQFT
Total Bedrooms: 3 **Full BA:** 1 **Half BA:** 1

District Information

Levy Court District: 4TH
(https://www.kentcountyde.gov/Elected-Officials/Fourth-District-Commissioner)
Fire: 42_F Carlisle (Milford)
School District: SC40 MILFORD
Ambulance: 42_A Carlisle (Milford)
Storm Water Management:
Tax Ditch:

Sewer:
Trash:
Light:

Owner

Name:
CARLISLE LANE LLC
Owners Mailing Address:
4330 BIG STONE BEACH RD
MILFORD, DE 19963

Location Information

Location Addresses:
304 TRUITT AVE, MILFORD, DE 19963

Zoning Information

Zone:
R3 - Garden Apt. and Townhouse

Assessed Values

Land : $74,200
Buildings: $145,200
Total: $219,400

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Property Information - 304 TRUITT AVE, MILFORD - (5 16 18310 01 1200 000)

Tax Account Contact Number: 302-744-2341
Sewer Account Contact Number: 302-744-2391

Current Tax Account Information

Map Number: 5 16 18310 01 1200 000
Tax ID: 113227
User Account: 59068
Pending: $0.00
Base Tax: $0.00
Penalty/Interest: $0.00
Other: $0.00

Account Type: R
Improvement Status: IMPROVED

Billing Address

Billing To: CARLISLE LANE LLC
Address:
4330 BIG STONE BEACH RD
MILFORD, DE 19963

Sewer Billing

Sewer Account #:
Sewer Customer #:
Sewer Units: 0.0
Current Bal: $0.00

Tax Credit Legend

S/C = School Credit Adjustment
V/SC = Veteran School Credit
V/CC = Veteran County Credit

Tax Billing Details

Entity Code	Tax description	Tax Amount
CNTY	COUNTY TAX	125.50
LI40	LIBRARY DISTRICT	26.55
S 40	MILFORD SCHOOL	615.86
VOCA	VOCATIONAL SCHOOL	58.80
	TOTAL TAX FOR YEAR 2024	**826.71**

Tax Billing History

Date	Type	Code	Tax Year	Roll	Period	Amount	Tax Receipt
9/27/24	PAYMENT	TX				826.71-	0051518
6/01/24	BILL		2024	P	1	826.71	2616979
9/11/23	PAYMENT	TX				683.06-	0004553
6/01/23	BILL		2023	P	1	683.06	2527687
8/29/22	PAYMENT	TX				667.56-	0008496
6/01/22	BILL		2022	P	1	667.56	2438901
9/14/21	PAYMENT	TX				679.17-	0007008
6/01/21	BILL		2021	P	1	679.17	2350746
9/11/20	PAYMENT	TX				684.52-	0005852
6/01/20	BILL		2020	P	1	684.52	2262240
9/03/19	PAYMENT	TX				687.98-	0000500
6/01/19	BILL		2019	P	1	687.98	2173683
6/01/18	BILL		2018	P	1	.00	2085229
6/01/17	BILL		2017	P	1	.00	1996492
6/01/16	BILL		2016	P	1	.00	1907592
6/01/15	BILL		2015	P	1	.00	1818102

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Milford, DE : Residential Property Record Card

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Search For Properties

Parcel ID

Street Name

TRUITT AVE

Search | Reset Search

Parcel ID	Card	Map-Block-Lot	Location	Zoning	State Class	Acres
MD-16-183.10-01-12.00-000	1	1120	304 TRUITT AVE	R3	R12	0.383

Owner Information

Bethel African Methodist Church
205 Nw Fourth St
Milford DE 19963

Property Picture

Deed Information

Book/Page:	0
Sale Date:	n/a

Dwelling Information

Living Units:	1
Style:	Old Style
Story Height:	2
Exterior Wall:	Asbestos
Attic Living:	None
Basement:	Full
Year Built:	1920
Ground Floor Area:	976
Fin BSMT Living:	0
Tot Living Area:	1592
Rec Room:	0 x 0
Tot Rooms:	6
Bedrooms:	3
Full Baths:	1
Half Baths:	0
Mas Fire Place	0
Frame Fire Place	0
Heating Type:	Basic

Valuation

Land:	$27,000
Building:	$43,200
Total:	$70,200

Sales History

Document No	Date	Price	Type	Validity

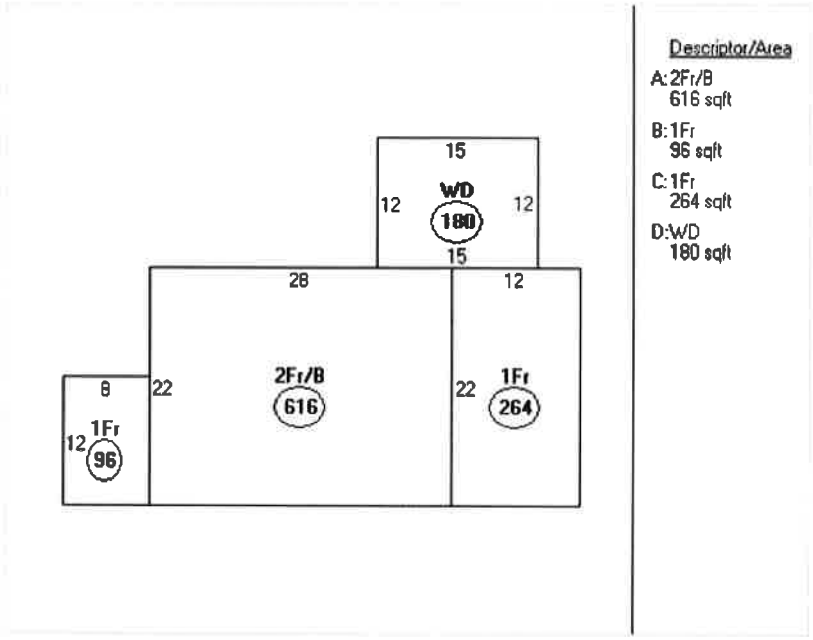
Permit History

Date	Purpose	Price
2020/06/08	RAMP	$725

Out Building Information

Type	Qty	Year	Size1	Size2
Garage-1/2s	1	1930	13	24

Building Sketch



Comparable Sales Information

Parcel ID	Location	Sale Date	Price	Area Style	Grade	Year	Bedrooms	FB	HB	Acres
3-30-7.17-223.00	804 SE FRONT ST	2011/02/28	$98,300	1624 OLD STYLE	C	1940	3	2	0	0.154
MD-16-183.06-04-31.00-000	411 EAST ST	2010/08/31	$159,900	1708 OLD STYLE	C	1920	3	1	1	0.165
3-30-7.17-189.00	108 FISHER AVE	2011/08/15	$135,500	1452 OLD STYLE	C	1940	3	1	0	0.137
3-30-11.05-192.00	519 MCCOLLEY ST	2011/05/26	$142,000	1638 CONVENTIONAL	C	1925	5	2	0	0.260
3-30-10.08-080.00	531 S WASHINGTON ST	2011/03/04	$170,000	1572 RANCH	C	1955	3	2	0	0.262

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Comments regarding this service should be directed to: sfrederick@milford-de.gov

BUILT BY
bigRoom
STUDIOS

Bill: 6441 | Year: 2024 | Type: REGULAR/ORIGINAL

Installments

Installment	Due date	Amount billed	Payments	Interest	Amount due
1	09/30/2024	$414.18	$414.18	$0.00	**Paid**

Payments

Posted date	Reference / paid by	Amount
09/27/2024	CARLISLE LANE LLC	$414.18

Charges and adjustments

Description	Taxable value	Tax rate	Charge amount
ANNUAL PROPERTY TAX	$70,200.00	0.59	$414.18

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Okay

Property Information - 402 TRUITT AVE, MILFORD - (5 16 18310 01 0100 000)

Parcel Information

Map Number: 5 16 18310 01 0100 000
Location ID/User Account#: 23418
Property Type: R - Residential - Vacant Land
Account Type:
Lot#:
Subdivision:
Legal Description:
W. TRUITT AVE., #1- LOT #31:#2-LOT #12 TO 17, 22-26,32 TO 34

Tax Account ID: 23418
GIS Coord: E-494872 N-333661
Deed BVP: D13093/242
Plat Book: 00000
Acres: 2.14
Total Living Area: 0 SQFT
Total Bedrooms: **Full BA:** **Half BA:**

District Information

Levy Court District: 4TH
(https://www.kentcountyde.gov/Elected-Officials/Fourth-District-Commissioner)
Fire: 42_F Carlisle (Milford)
School District: SC40 MILFORD
Ambulance: 42_A Carlisle (Milford)
Storm Water Management:
Tax Ditch:

Sewer:
Trash:
Light:

Owner

Name:
CARLISLE LANE LLC
Owners Mailing Address:
4330 BIG STONE BEACH RD
MILFORD, DE 19963

Location Information

Location Addresses:
402 TRUITT AVE, MILFORD, DE 19963

Zoning Information

Zone:
R3 - Garden Apt. and Townhouse

Assessed Values

Land : $159,600
Buildings: $0
Total: $159,600

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Property Information - 402 TRUITT AVE, MILFORD - (5 16 18310 01 0100 000)

Tax Account Contact Number: 302-744-2341
Sewer Account Contact Number: 302-744-2391

Current Tax Account Information

Map Number: 5 16 18310 01 0100 000
Tax ID: 23418
User Account: 23418
Pending: $0.00
Base Tax: $0.00
Penalty/Interest: $0.00
Other: $0.00

Account Type: R
Improvement Status: VACANT

Billing Address

Billing To: CARLISLE LANE LLC
Address:
4330 BIG STONE BEACH RD
MILFORD, DE 19963

Sewer Billing

Sewer Account #:
Sewer Customer #:
Sewer Units: 0.0
Current Bal: $0.00

Tax Credit Legend

S/C = School Credit Adjustment
V/SC = Veteran School Credit
V/CC = Veteran County Credit

Tax Billing Details

Entity Code	Tax description	Tax Amount
CNTY	COUNTY TAX	91.29
LI40	LIBRARY DISTRICT	19.31
S 40	MILFORD SCHOOL	448.00
VOCA	VOCATIONAL SCHOOL	42.77
	TOTAL TAX FOR YEAR 2024	**601.37**

Tax Billing History

Date	Type	Code	Tax Year	Roll	Period	Amount	Tax Receipt
9/27/24	PAYMENT	TX				599.56-	0051518
8/02/24	CREDIT	CRED	2023	P	1	1.81	TX421U
6/01/24	BILL		2024	P	1	601.37	2616969
8/29/23	PAYMENT	TX				159.38-	0005894
8/16/23	PAYMENT	TX				200.00-	0000455
6/01/23	BILL		2023	P	1	170.76	2527677
6/01/22	BILL		2022	P	1	166.88	2438891
8/27/21	PAYMENT	TX				169.79-	0008446
6/01/21	BILL		2021	P	1	169.79	2350736
8/27/20	PAYMENT	TX				171.13-	0008035
6/01/20	BILL		2020	P	1	171.13	2262230
9/11/19	PAYMENT	TX				171.99-	0004226
6/01/19	BILL		2019	P	1	171.99	2173673
8/31/18	PAYMENT	TX				172.56-	0000362
6/01/18	BILL		2018	P	1	172.56	2085220
10/02/17	PAYMENT	TX				176.18-	0000768

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Milford, DE : Residential Property Record Card

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Search For Properties

Parcel ID **Street Name**

TRUITT AVE Search Reset Search

Parcel ID	Card	Map-Block-Lot	Location	Zoning	State Class	Acres
MD-16-183.10-01-01.00-000	1	1111	402 TRUITT AVE	R3	R00	2.400

Owner Information

Larrimore, Joseph Knowles - Rev Trust Larrimore, Linda D
15159 Hudson Rd
Milton DE 19968

Property Picture

Deed Information

Book/Page: 11707/170
Sale Date: 2022/01/24

Dwelling Information

Living Units: 0
Style:
Story Height: 0
Exterior Wall:
Attic Living:
Basement:
Year Built: 0
Ground Floor Area: 0
Fin BSMT Living: 0
Tot Living Area: 0
Rec Room: 0 x 0
Tot Rooms: 0
Bedrooms: 0
Full Baths: 0
Half Baths: 0
Mas Fire Place 0
Frame Fire Place 0
Heating Type:

Valuation

Land:	$44,900
Building:	$0
Total:	$44,900

Sales History

Document No	Date	Price	Type	Validity

Permit History

Date	Purpose	Price
2009/01/23	DEMO	$10

Out Building Information

Type	Qty	Year	Size1	Size2

Building Sketch

Bill: 6431 | Year: 2024 | Type: REGULAR/ORIGINAL

Installments

Installment	Due date	Amount billed	Payments	Interest	Amount due
1	09/30/2024	$264.91	$264.91	$0.00	**Paid**

Payments

Posted date	Reference / paid by	Amount
09/27/2024	CARLISLE LANE LLC	$262.70
08/26/2024	Transferred from 20 2023 32930	$2.21

Charges and adjustments

Description	Taxable value	Tax rate	Charge amount
ANNUAL PROPERTY TAX	$44,900.00	0.59	$264.91

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Property Information - 502 TRUITT AVE, MILFORD - (5 16 18306 01 0800 000)

Summary | Buildings | Transfers | Billing | Permits | Map | Taxable Assessment | PRINT | BACK | NEW SEARCH

Parcel Information

Map Number: 5 16 18306 01 0800 000
Location ID/User Account#: 24876
Property Type: R - Single Family Dwelling
Account Type:
Lot#:
Subdivision:
Legal Description:
#1-W. LINE TRUITT AVE., LOT #2:#2-LOT ADJ. #1 502 TRUITT AVENUE

Tax Account ID: 24876
GIS Coord: E-494851 N-333845
Deed BVP: D13093/242
Plat Book: 00000
Acres: 0.50
Total Living Area: 870 SQFT
Total Bedrooms: 1 **Full BA:** 1 **Half BA:** 0

District Information

Levy Court District: 4TH
(https://www.kentcountyde.gov/Elected-Officials/Fourth-District-Commissioner)
Fire: 42_F Carlisle (Milford)
School District: SC40 MILFORD
Ambulance: 42_A Carlisle (Milford)
Storm Water Management:
Tax Ditch:

Sewer:
Trash:
Light:

Owner

Name:
CARLISLE LANE LLC
Owners Mailing Address:
4330 BIG STONE BEACH RD
MILFORD, DE 19963

Location Information

Location Addresses:
502 TRUITT AVE, MILFORD, DE 19963

Zoning Information

Zone:
R3 - Garden Apt. and Townhouse

Assessed Values

Land : $81,300
Buildings: $77,800
Total: $159,100

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Property Information - 502 TRUITT AVE, MILFORD - (5 16 18306 01 0800 000)

Tax Account Contact Number: 302-744-2341
Sewer Account Contact Number: 302-744-2391

Current Tax Account Information

Map Number: 5 16 18306 01 0800 000
Tax ID: 24876
User Account: 24876
Pending: $0.00
Base Tax: $0.00
Penalty/Interest: $0.00
Other: $0.00

Account Type: R
Improvement Status: IMPROVED

Billing Address

Billing To: CARLISLE LANE LLC
Address:
4330 BIG STONE BEACH RD
MILFORD, DE 19963

Sewer Billing

Sewer Account #:
Sewer Customer #:
Sewer Units: 0.0
Current Bal: $0.00

Tax Credit Legend

S/C = School Credit Adjustment
V/SC = Veteran School Credit
V/CC = Veteran County Credit

Tax Billing Details

Entity Code	Tax description	Tax Amount
CNTY	COUNTY TAX	91.01
LI40	LIBRARY DISTRICT	19.25
S 40	MILFORD SCHOOL	446.59
VOCA	VOCATIONAL SCHOOL	42.64
	TOTAL TAX FOR YEAR 2024	**599.49**

Tax Billing History

Date	Type	Code	Tax Year	Roll	Period	Amount	Tax Receipt
9/27/24	PAYMENT	TX				599.49-	0051518
6/01/24	BILL		2024	P	1	599.49	2616521
12/12/23	PAYMENT	TX				484.77-	0000657
8/14/23	PAYMENT	TX				500.00-	0000346
6/01/23	BILL		2023	P	1	462.86	2527228
6/01/22	BILL		2022	P	1	452.36	2438445
1/07/22	PAYMENT	TX				111.01-	0000261
12/21/21	PAYMENT	TX				130.00-	0001095
10/27/21	PAYMENT	TX				230.00-	0003742
6/01/21	BILL		2021	P	1	460.23	2350289
3/05/21	PAYMENT	TX				80.94-	0000342
2/18/21	PAYMENT	TX				100.00-	0000607
12/31/20	PAYMENT	TX				100.00-	0000138
11/30/20	PAYMENT	TX				200.00-	0000097
6/01/20	BILL		2020	P	1	463.86	2261780
1/04/20	PAYMENT	TX				279.39-	0000135

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Milford, DE : Residential Property Record Card

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Search For Properties

Parcel ID

Street Name

TRUITT AVE

Search | Reset Search

Parcel ID	Card	Map-Block-Lot	Location	Zoning	State Class	Acres
MD-16-183.06-01-08.00-000	1	730	502 TRUITT AVE	R3	R10	0.504

Owner Information

Larrimore, Joseph Knowles - Rev Trust Larrimore, Linda D
15159 Hudson Road
Milton DE 19968

Property Picture

Deed Information

Book/Page:	11707/170
Sale Date:	2022/01/24

Dwelling Information

Living Units:	1
Style:	Bungalow
Story Height:	1
Exterior Wall:	Alum/Vinyl
Attic Living:	Unfin
Basement:	Part
Year Built:	1940
Ground Floor Area:	696
Fin BSMT Living:	0
Tot Living Area:	696
Rec Room:	0 x 0
Tot Rooms:	5
Bedrooms:	1
Full Baths:	1
Half Baths:	0
Mas Fire Place	0
Frame Fire Place	0
Heating Type:	Basic

Valuation

Land:	$28,600
Building:	$15,300
Total:	$43,900

Sales History

Document No	Date	Price	Type	Validity
n/a	2011/12/15	$35,000	Land + Bldg	0

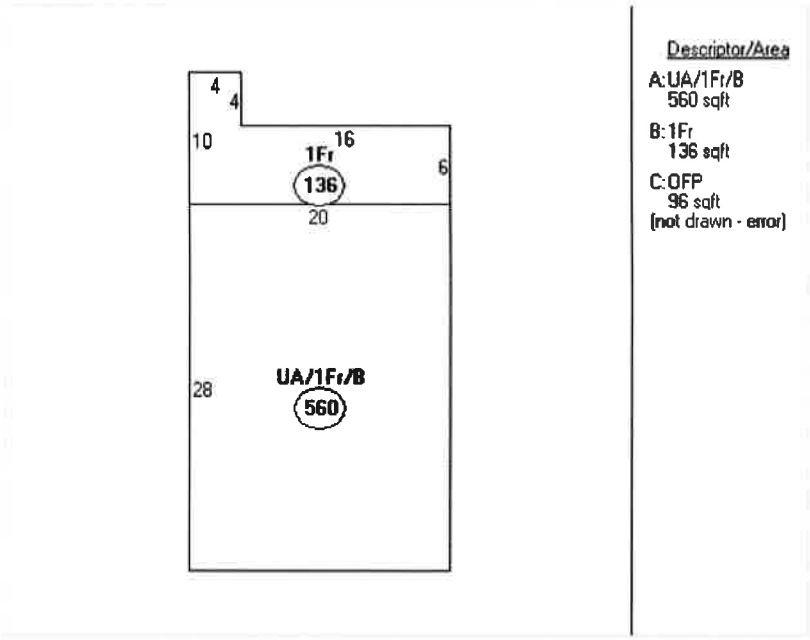
Permit History

Date	Purpose	Price

Out Building Information

Type	Qty	Year	Size1	Size2

Building Sketch



Comparable Sales Information

Parcel ID	Location	Sale Date	Price	Area	Style	Grade	Year	Bedrooms	FB	HB	Acres
3-30-11.05-036.00	204 LOVERS LANE	2011/08/29	$139,000	750	COTTAGE	C	1945	2	1	0	0.195
MD-16-183.06-04-15.00-000	10 NE FIFTH ST	2010/01/15	$90,000	864	RANCH	C-	1996	2	1	1	0.116
MD-16-174.14-01-43.00-000	203 NE TENTH ST	2011/08/26	$90,000	720	CAPE	C	1950	2	1	0	0.165
3-30-11.05-024.00	905 SE THIRD ST	2010/10/08	$86,000	973	RANCH	C-	1960	3	1	0	0.196
MD-16-174.18-01-08.00-000	16 NW TENTH ST	2010/02/15	$110,000	1008	CAPE	C	1950	3	1	0	0.196

Notice

The information delivered through this on-line database is provided in the spirit of open access to government information and is intended as an enhanced service and convenience for citizens of Milford, DE.

The providers of this database: Tyler/CLT, Big Room Studios, and Milford, DE assume no liability for any error or omission in the information provided herein.

Comments regarding this service should be directed to: sfrederick@milford-de.gov

BUILT BY
big Room
STUDIOS

Bill: 5985 | Year: 2024 | Type: REGULAR/ORIGINAL

Installments

Installment	Due date	Amount billed	Payments	Interest	Amount due
1	09/30/2024	$259.01	$259.01	$0.00	**Paid**

Payments

Posted date	Reference / paid by	Amount
09/27/2024	CARLISLE LANE LLC	$260.11
03/14/2025	Transferred to 20 2023 28270	-$1.10

Charges and adjustments

Description	Taxable value	Tax rate	Charge amount
ANNUAL PROPERTY TAX	$43,900.00	0.59	$259.01

Print Page

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Property Information - 504 TRUITT AVE, MILFORD - (5 16 18306 01 0700 000)

Summary | Buildings | Transfers | Billing | Permits | Map | Taxable Assessment

PRINT BACK NEW SEARCH

Parcel Information

Map Number: 5 16 18306 01 0700 000
Location ID/User Account#: 26495
Property Type: R - Residential - Vacant Land
Account Type:
Lot#:
Subdivision:
Legal Description:
W. SD. TRUITT AVE., MILFORD, LOT 504 TRUITT AVENUE

Tax Account ID: 26495
GIS Coord: E-494869 N-333918
Deed BVP: D12411/292
Plat Book: 00000
Acres: 0.44
Total Living Area: 0 SQFT
Total Bedrooms: **Full BA:** **Half BA:**

District Information

Levy Court District: 4TH
(https://www.kentcountyde.gov/Elected-Officials/Fourth-District-Commissioner)
Fire: 42_F Carlisle (Milford)
School District: SC40 MILFORD
Ambulance: 42_A Carlisle (Milford)
Storm Water Management:
Tax Ditch:

Sewer:
Trash:
Light:

Owner

Name:
CARLISLE LANE LLC
Owners Mailing Address:
4330 BIG STONE BEACH RD
MILFORD, DE 19963

Location Information

Location Addresses:
504 TRUITT AVE, MILFORD, DE 19963

Zoning Information

Zone:
R3 - Garden Apt. and Townhouse

Assessed Values

Land : $77,100
Buildings: $0
Total: $77,100

« Back | New Search »

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Property Information - 504 TRUITT AVE, MILFORD - (5 16 18306 01 0700 000)

Tax Account Contact Number: 302-744-2341
Sewer Account Contact Number: 302-744-2391

Current Tax Account Information

Map Number: 5 16 18306 01 0700 000
Tax ID: 26495
User Account: 26495
Pending: $0.00
Base Tax: $0.00
Penalty/Interest: $0.00
Other: $0.00

Account Type: R
Improvement Status: VACANT

Billing Address

Billing To: CARLISLE LANE LLC
Address:
4330 BIG STONE BEACH RD
MILFORD, DE 19963

Sewer Billing

Sewer Account #:
Sewer Customer #:
Sewer Units: 0.0
Current Bal: $0.00

Tax Credit Legend

S/C = School Credit Adjustment
V/SC = Veteran School Credit
V/CC = Veteran County Credit

Tax Billing Details

Entity Code	Tax description	Tax Amount
CNTY	COUNTY TAX	44.10
LI40	LIBRARY DISTRICT	9.33
S 40	MILFORD SCHOOL	216.42
VOCA	VOCATIONAL SCHOOL	20.66
	TOTAL TAX FOR YEAR 2024	**290.51**

Tax Billing History

Date	Type	Code	Tax Year	Roll	Period	Amount	Tax Receipt
9/27/24	PAYMENT	TX				290.51-	0051518
6/01/24	BILL		2024	P	1	290.51	2616520
12/29/23	PAYMENT	TX				185.67-	0001510
6/01/23	BILL		2023	P	1	179.75	2527227
9/30/22	PAYMENT	TX				175.67-	0050411
6/01/22	BILL		2022	P	1	175.67	2438444
9/27/21	PAYMENT	TX				178.73-	0039951
6/01/21	BILL		2021	P	1	178.73	2350288
9/30/20	PAYMENT	TX				180.13-	0046861
8/27/20	PAYMENT	TX				509.52-	0007562
7/17/20	ADDED M	AMC	2018	P	1	80.00	GINA
6/01/20	BILL		2020	P	1	180.13	2261779
6/01/19	BILL		2019	P	1	181.04	2173222
6/01/18	BILL		2018	P	1	181.65	2084787
1/17/18	PAYMENT	TX				2,213.59-	0000646
1/12/18	ADDED M	AMC	2012	P	1	75.00	LISA

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Milford, DE : Residential Property Record Card

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Search For Properties

Parcel ID

Street Name

TRUITT AVE

Search | Reset Search

Parcel ID	Card	Map-Block-Lot	Location	Zoning	State Class	Acres
MD-16-183.06-01-07.00-000	1	729	504 TRUITT AVE	R3	R00	0.434

Owner Information

Carlisle Lane Llc
4330 Big Stone Road
Milford DE 19963

Property Picture

Deed Information

Book/Page: 12411/292
Sale Date: 2023/03/22

Dwelling Information

Living Units: 0
Style:
Story Height: 0
Exterior Wall:
Attic Living:
Basement:
Year Built: 0
Ground Floor Area: 0
Fin BSMT Living: 0
Tot Living Area: 0
Rec Room: 0 x 0
Tot Rooms: 0
Bedrooms: 0
Full Baths: 0
Half Baths: 0
Mas Fire Place 0
Frame Fire Place 0
Heating Type:

Valuation

Land:	$27,700
Building:	$0
Total:	$27,700

Sales History

Document No	Date	Price	Type	Validity
12411/292	2023/03/22	$55,000	Land Only	

Permit History

Date	Purpose	Price
2009/01/28	DEMO	$10

Out Building Information

Type	Qty	Year	Size1	Size2

Building Sketch

Bill: 5984 | Year: 2024 | Type: REGULAR/ORIGINAL

Installments

Installment	Due date	Amount billed	Payments	Interest	Amount due
1	09/30/2024	$163.43	$163.43	$0.00	**Paid**

Payments

Posted date	Reference / paid by	Amount
09/27/2024	CARLISLE LANE LLC	$166.72
03/14/2025	Transferred to 20 2023 28260	-$3.29

Charges and adjustments

Description	Taxable value	Tax rate	Charge amount
ANNUAL PROPERTY TAX	$27,700.00	0.59	$163.43

Print Page

Okay

Kent County
Eugenia Thornton
Recorder of Deeds
DOVER, DE 19901

Instrument Number: 2024-488317

Recorded On: February 07, 2024 **As-Deed**

Parties: MATTHEWS JOSEPH E

To CARLISLE LANE LLC

# of Pages: 3

Comment:

DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT

Deed		61.00
# of Pages	2	
# of Parcel IDs	1	
Total:		61.00

Realty Tax Information

Affidavit Attached-No

Milford - NEW 2017 RATE

Value	75,000.00
State of Delaware	1,875.00
Munic-Milford	1,125.00
	3,000.00

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Kent County,

DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT

File Information:

Document Number: 2024-488317
Receipt Number: 492074
Recorded Date/Time: February 07, 2024 07:58:11A
Book-Vol/Pg: BK-RE VL-12856 PG-252
User / Station: B Beck - Cashier4

Record and Return To:

WALTER G FEINDT
PO BOX 1184
MILFORD DE 19963

Eugenia Thornton

$61

Accepted for Filing in:
Kent County
Doc# 488317
On: Feb 07,2024 at 07:58A

TAX MAP NO: 5-16-183.10-01-13.00/000

PREPARED BY AND
RETURN TO: WALTER G. FEINDT, P.A.
P.O. Box 1184
Milford, De. 19963

THIS DEED, made this 5th day of February 2024, BETWEEN **JOSEPH E. MATTHEWS,** 300 Truitt Avenue, Milford, Delaware 19963, Party of the first part, **-AND-CARLISLE LANE, LLC**, a Delaware Limited Liability Company, 4330 Big Stone Beach Road, Milford, Delaware 19963, Party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS ($10.00) AND OTHER VALUABLE CONSIDERATION, current lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said party of the second part, its successors and assigns,

ALL that certain lot, piece or parcel of land in the Town of Milford, Kent County, State of Delaware, lying on the west side of Truitt Avenue, being more particularly described in a survey of McCann Surveyors, Inc., dated May 30, 1984 as follows, to-wit:

BEGINNING at an iron pipe situate on the westerly right-of-way of Truitt Avenue, said iron pipe being 100 feet, more or less, southerly from the centerline of Fourth Street, said iron pipe being a corner of these lands and lands now or formerly of Bethel African Methodist Episcopal Church; thence by and with the westerly right-of-way line of Truitt Avenue(1) South 00 degrees 22 minutes 00 seconds West 15.0 feet to an iron pipe, said iron pipe being a corner of these lands, lands now or formerly of Stella A. Mills and being located on the westerly right-of-way line of Truitt Avenue; thence by and with lands now or formerly of Stella A. Mills (2) North 89 degrees 06 minutes 11 seconds West, 207.29 feet to a point, said point being a corner of these lands and lands now or formerly of Stella A. Mills; thence by and with lands now or formerly of Stella A. Mills (3) South 01 degrees 13 minutes 40 seconds East 1.87 feet to an iron pipe; thence continuing the same course 48.13 feet (in all measuring a total distance of 50.0 feet) to an iron pipe, said iron pipe being a corner of these lands, lands now or formerly of Stella A. Mills and lands now or formerly of James C. Sipple, Jr.; thence by and with lands now or formerly of James C. Sipple, Jr., (4) North 89 degrees 03 minutes 40 seconds West, 152.40 feet to a fence post, said fence post being a corner of these lands, lands now or formerly of James. C. Sipple, Jr., and being a point on line of lands now or formerly of Violet C. Marvel; thence by and with lands now or formerly of Violet C. Marvel (5) North 05 degrees 15 minutes 18 seconds West, 197.80 feet to a pump pipe, said pump pipe being a corner of these lands and being a point on line of lands now or formerly of Violet C. Marvel and being a corner of lands now or formerly of John D. Betts; thence by and with lands now or formerly of John D. Betts (6) South 89 degrees 56 minutes 23 seconds East, 196.06 feet to an iron pipe, said iron pipe being a corner of these lands

and being a point on line of lands now or formerly of John D. Betts and being a corner of lands now or formerly of Bethel African Methodist Episcopal Church; thence by and with lands now or formerly of Bethel African Methodist Episcopal Church the following four courses and distances; (7) South 00 degrees 22 minutes 00 seconds West, 102.00 feet to an iron stob found, (8) South 88 degrees 43 minutes 28 seconds East, 102.46 feet to an iron pipe; thence (9) South 00 degrees 22 minutes 00 seconds West 32.0 feet to an iron pipe; thence (10) South 89 degrees 06 minutes 11 seconds East, 79.15 feet to an iron pipe being the place of beginning. The above described parcel of lands contains 41,733 square feet of land, be the same more or less.

BEING the same lands conveyed unto **JOSEPH E. MATTHEWS** by deed of **ALBERT J. LEBO, JR.** and **DEBORAH A. LEBO**, his wife, dated May 31, 1984, recorded May 31, 1984 in the Kent County, Delaware Recorder of Deeds Office **in Deed Record I, Volume 39, at Page 336.**

THE GRANTOR reserving a 15 foot wide easement for purposes of ingress, egress and regress along the southerly border of said property (adjacent to 300 Truitt Avenue) for himself, but not his successors, heirs and/or assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his Hand and Seal on the day and year first aforesaid.

Sealed and Delivered
In the Presence Of:

WITNESS

JOSEPH E. MATTHEWS (SEAL)

STATE OF DELAWARE :
: SS.
COUNTY OF Kent :

BE IT REMEMBERED, that on this 5th day of February in the year of our Lord two thousand twenty four personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, **JOSEPH E. MATTHEWS**, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his Act and Deed.

GIVEN under my Hand and Seal of Office on the day and year aforesaid.

WALTER G. FEINDT ESQUIRE
NOTARIAL OFFICER PURSUANT TO
29 DEL. CODE SECT. 4323
ATTORNEY AT LAW
DELAWARE

NOTARIAL OFFICER

70 2024 00498470

Kent County
Eugenia Thornton
Recorder of Deeds
DOVER, DE 19901

Instrument Number: 2024-498470

Recorded On: August 14, 2024 As-Deed

Parties: CH-BETHEL AFRICAN METHODIST EPISCOPAL CHURCH

To CARLISLE LANE LLC

# of Pages: 4

Comment:

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Deed		71.00
# of Pages	3	
# of Parcel IDs	1	
Total:		71.00

Realty Tax Information

Affidavit Attached-No

Milford - NEW 2017 RATE

	Value	120,000.00
State of Delaware		3,000.00
Munic-Milford		1,800.00
		4,800.00

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Kent County,

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Document Number: 2024-498470
Receipt Number: 500171
Recorded Date/Time: August 14, 2024 11:53:05A
Book-Vol/Pg: BK-RE VL-13130 PG-302
User / Station: C Moore - DEE-DT-9ZVGDZ3

Record and Return To:

WALTER G FEINDT
PO BOX 1184
MILFORD DE 19963

Eugenia Thornton

S
$71

Accepted for Filing in:
Kent County
Doc# 498470
On: Aug 14,2024 at 11:53A

PARCEL #: MD-16-183.10-01-12.00-000
PREPARED BY & RETURN TO:
Bonnie M. Benson, P.A.
2116 S. DuPont Highway
Unit 2
Camden, DE 19934
File No. 24-1962/CK

NO NEW TITLE SEARCH OR SURVEY REQUESTED OR PERFORMED

THIS DEED, made this 8th day of August, 2024,

- BETWEEN -

BETHEL AFRICAN METHODIST EPISCOPAL CHURCH, MILFORD, DELAWARE, INC. A/K/A BETHEL AFRICAN METHODIST EPISCOPAL CHURCH, MILFORD, DELAWARE, a Delaware Corporation, of 205 NW 4th Street, Milford, DE 19963, party of the first part,

- AND -

CARLISLE LANE, LLC, of 4330 Big Stone Beach Road, Milford, DE 19963, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of **One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00)**, lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the party of the second part, and its heirs and assigns, in fee simple, the following described lands, situate, lying and being in Kent County, State of Delaware:

PARCEL 1

ALL that certain lot, piece and parcel of land on the west side of Truitt Avenue in the City of Milford, Kent County and State of Delaware, together with improvements thereon erected, and more fully described as follows, to-wit:

BEGINNING at a point on the west line of Truitt Avenue, a corner for lands formerly of Philip R. Jacobs and Helen T. Lynn, now of Delbert McColley; thence westerly with line of said McColley lot eighty-five (85) feet to a stake for a corner; thence southerly and parallel with

Truitt Avenue, seventy-four (74) feet to a stake for a corner; thence easterly and parallel with the line of said McColley lot eight-five (85) feet to the west line of Truitt Avenue; thence northerly with west line of Truitt Avenue seventy-four (74) feet, home to the place of beginning, containing 6,290 superficial square feet of land, be the same more or less.

PARCEL 2

ALL that certain lot, piece and parcel of land lying at the rear and adjoining Tract No. 1 above described, and more fully described as follows, to-wit:

BEGINNING at a stake for a corner with the northwest corner of lot formerly of Philip R. Jacobs and Helen T. Lynn, now of Delbert McColley, and John D. Hill lot; thence westerly with line of John D. Hill lot one hundred two (102) feet to a stake for a corner; thence southerly one hundred two (102) feet and parallel with Truitt Avenue to a stake for a corner; thence easterly and parallel with John D. Hill line one hundred two (102) feet to a stake for a corner; thence northerly and parallel with Truitt Avenue one hundred two (102) feet home to the place of beginning, containing 10,404 superficial square feet of land, be the same more or less;

The Grantors, their heirs and assigns, give unto the Grantee, its successors and assigns, the perpetual right of ingress and egress through a 15 foot alley adjoining the southside of tract No. 1 herein conveyed.

BEING the same lands conveyed to Bethel African Methodist Episcopal Church Milford, Delaware, a Religious Corporation of the State of Delaware from William Earl Messick and Beulah H. Messick, his wife, by deed dated October 29, 1965 and recorded in the Office of the Recorder of Deeds in and for Kent County, Delaware on October 29, 1965 in Deed Book Y 23, Page 461.

SUBJECT to any and all restrictions, reservations, conditions, easements and agreements of record in the Office of the Recorder of Deeds in and for Kent County, Delaware.

IN WITNESS WHEREOF, the said Bethel African Methodist Episcopal Church, Milford, Delaware, Inc. A/K/A Bethel African Methodist Episcopal Church, Milford, Delaware, has caused this deed to be executed by Larry Potts, Authorized Signer, the day and year first above written.

BETHEL AFRICAN METHODIST EPISCOPAL CHURCH, MILFORD, DELAWARE, INC. A/K/A BETHEL AFRICAN METHODIST EPISCOPAL CHURCH, MILFORD, DELAWARE

Witness

By: Larry Potts (SEAL)
Larry Potts, Authorized Signer

STATE OF DELAWARE, COUNTY OF Sussex : to-wit

BE IT REMEMBERED, that on this 8th day of August, 2024, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Larry Potts, Authorized Signer for Bethel African Methodist Episcopal Church, Milford, Delaware, Inc., A/K/A Bethel African Methodist Episcopal Church, Milford, Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and deed and the act and deed of said corporation.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

WALTER G. FEINDT ESQUIRE
NOTARIAL OFFICER PURSUANT TO
29 DEL. CODE SECT. 4323
ATTORNEY AT LAW
DELAWARE

Notary Public

My Commission Expires: _____

Kent County
Eugenia Thornton
Recorder of Deeds
DOVER, DE 19901

Instrument Number: 2024-497042

Recorded On: July 22, 2024 **As-Deed**

Parties: LARRIMORE JOSEPH KNOWLES

To CARLISLE LANE LLC

# of Pages: 4

Comment:

DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT

Deed		76.00
# of Pages	3	
# of Parcel IDs	2	
Total:		**76.00**

Realty Tax Information

Affidavit Attached-No

Milford - NEW 2017 RATE

	Value	320,000.00
State of Delaware		8,000.00
Munic-Milford		4,800.00
		12,800.00

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Kent County,

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File Information:

Document Number. 2024-497042
Receipt Number: 499063
Recorded Date/Time: July 22, 2024 09:16:31A
Book-Vol/Pg: BK-RE VL-13093 PG-242
User / Station: C Moore - DEE-DT-9ZVGDZ3

Record and Return To:

WALTER G FEINDT
PO BOX 1184
MILFORD DE 19963

Eugenia Thornton

3
2 pages
$7.6

Accepted for Filing in:
Kent County
Doc# 497042
On: Jul 22,2024 at 09:16A

TAX MAP NO: MD-16-183.10-01-01.00/000 &
MD-16-183.06-01-08.00/000

PREPARED BY AND
RETURN TO: WALTER G. FEINDT, P.A.
P.O. Box 1184
Milford, De. 19963

THIS DEED, made this 16th day of July, 2024, BETWEEN **JOSEPH KNOWLES LARRIMORE AND LINDA D. LARRIMORE, TRUSTEES UNDER REVOCABLE TRUST AGREEMENT OF JOSEPH KNOWLES LARRIMORE AND LINDA D. LARRIMORE DATED 1/19/22**, 15159 Hudson Road, Milton, Delaware 19968, Parties of the first part, **-AND- CARLISLE LANE, LLC,** a Delaware Limited Liability Company, 4330 Big Stone Beach Road, Milford, Delaware 19963, Party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of TEN DOLLARS ($10.00) AND OTHER VALUABLE CONSIDERATION, current lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part, its successors and assigns:

PARCEL ONE:

ALL that certain lot, piece or parcel of land with any improvements thereon erected, situated in the City of Milford, Kent County and State of Delaware as shown on a recent survey performed by Douglas J. Annand, PLS, dated July 24, 2008 as follows, to wit: BEGINNING at a st pipe on the westerly right-of-way line of Truitt Avenue (40' wide), said point being a corner of these lands and lands of Harvey W. Riley (Deed Book C-55-221), said point being distant South 02 deg. 08 min. 02 sec. East 8' +/- from the point of intersection of said right-of-way line and the extended centerline of N.W. Fifth Street; thence with said right-of-way line (1) South 02 deg. 08 min. 02 sec. East a distance of 258.50 feet to a set iron pipe at the corner of lands of Ernest Curry (Deed Book R-47-210); thence with said Curry and the lands of Bethel African Methodist Episcopal Church of Milford/Delaware (Deed Book Y-23-461), (2) South 87 deg. 58 min. 05 sec. West, a distance of 180.31 feet to a found iron pipe at a corner of lands of Joseph E. Matthews, passing over a found iron pipe at 78.15 feet from the beginning of this line; thence with said Matthews (3) South 87 deg. 38 min. 02 sec. West, a distance of 195.70 feet to a found well point in line of lands of Harvey G. Marvel, Jr. (Deed Book A-46-283); thence with said Marvel (4) North 06 deg. 22 min. 36 sec. West a distance of 131.37 feet to a point in the centerline of Mullet Run, passing over a set iron pipe at 106.7 feet from the beginning of this line; thence continuing with said Marvel and the centerline of Mullet Run the following four courses and distances: (5) North 19 deg. 20 min. 41 sec. East a distance of 42.46 feet; (6) North 58 deg. 37 min. 57 sec. East a distance of 17.46 feet; (7) North 04 deg. 13 min. 02 sec. East a distance of 33.02 feet; (8) North 12 deg. 52 min. 36 sec. East a distance of 33.28 feet to a point at a corner for lands of

aforesaid Riley; thence with said Riley (9) North 85 deg. 21 min. 58 sec. East a distance of 343.00 feet to the point and place of beginning, passing over a set iron pipe at 22.63 feet from the beginning of this line. Containing within these metes and bounds are 2.136 acres of land, more or less.

BEING PARCEL ONE of lands conveyed unto **JOSEPH KNOWLES LARRIMORE AND LINDA D. LARRIMORE, TRUSTEES UNDER REVOCABLE TRUST AGREEMENT OF JOSEPH KNOWLES LARRIMORE AND LINDA D. LARRIMORE DATED 1/19/22** by deed of **JOSEPH KNOWLES LARRIMORE, a/k/a JOSEPH K. LARRIMORE, a/k/a JOSEPH K. LARIMORE** and **LINDA D. LARRIMORE, a/k/a LINDA LARRIMORE**, husband and wife, dated January 19, 2022 as filed for record in the Recorder of Deeds Office, in and for Kent County, at Dover, Delaware, in **Deed Record Book 11707, at Page 170**.

PARCEL TWO:

ALL that certain lot, piece or parcel of land situated in the City of Milford, Kent County, State of Delaware located on the westerly side of Truitt Avenue, more particularly described as follows, to wit: BEGINNING at a found iron pipe on the westerly right-of-way line of Truitt Avenue (40 feet wide), said point being a corner of these lands and other lands of Joseph K. Larrimore (Deed Book 5016, Page 172), said point located South 02 deg. 08 min. 02 sec. East, a distance of 64 feet from the point of intersection of the westerly right-of-way line of Truitt Avenue and the centerline extended of North West Fifth Street; thence with said other lands of Joseph K. Larrimore (1) South 85 deg. 21 min. 58 sec. West, a distance of 343.00 feet to a point in line of lands now or formerly of Harvey G. Marvel, Jr. (Deed Book A-46-283) and the centerline of Mullet Run, passing over a found iron pipe at 320.47 feet from the beginning of this line; thence with said Marvel and following the centerline of Mullet Run (2) North 15 deg. 35 min. 15 sec. East a distance of 32.40 feet, (3) North 08 deg. 00 min. 44 sec. East 23.92 feet, (4) North 15 deg. 38 min. 42 sec. East 25.77 feet, (5) North 50 deg. 29 min. 33 sec. East 22.77 feet, (6) North 37 deg. 57 min. 07 sec. East 4.08 feet to a pint at a corner for lands now or formerly of Harry E. Thayer; thence with line of lands of Thayer North 87 deg. 07 min. 49 sec. East 298.82 feet to set iron pipe on the aforesaid westerly right-of-way line of Truitt Avenue, passing over a set iron pipe at 98.82 feet from the beginning of this line; thence with said westerly right-of-way line of Truitt Avenue South 02 deg. 08 min. 02 sec. East such distance as will reach the place of beginning, be the contents thereof what they may.

BEING PARCEL TWO of lands conveyed unto **JOSEPH KNOWLES LARRIMORE AND LINDA D. LARRIMORE, TRUSTEES UNDER REVOCABLE TRUST AGREEMENT OF JOSEPH KNOWLES LARRIMORE AND LINDA D. LARRIMORE DATED 1/19/22** by deed of **JOSEPH KNOWLES LARRIMORE, a/k/a JOSEPH K. LARRIMORE, a/k/a JOSEPH K. LARIMORE** and **LINDA D. LARRIMORE, a/k/a LINDA LARRIMORE**, husband and wife, dated January 19, 2022 as filed for record in the Recorder of Deeds Office, in and for Kent County, at Dover, Delaware, in **Deed Record Book 11707, at Page 170**.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their Hands and Seals on the day and year first aforesaid.

Sealed and Delivered
In the Presence Of:

WITNESS

Joseph K. Larrimore TRUSTEE (SEAL)

JOSEPH KNOWLES LARRIMORE, TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF JOSEPH KNOWLES LARRIMORE AND LINDA D. LARRIMORE DATED 1/19/22

WITNESS

Linda D. Larrimore Trustee (SEAL)

LINDA D. LARRIMORE, TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF JOSEPH KNOWLES LARRIMORE AND LINDA D. LARRIMORE DATED 1/19/22

STATE OF DELAWARE :
: SS.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 16th day of July in the year of our Lord two thousand twenty four personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, **JOSEPH KNOWLES LARRIMORE AND LINDA D. LARRIMORE, TRUSTEES UNDER REVOCABLE TRUST AGREEMENT OF JOSEPH KNOWLES LARRIMORE AND LINDA D. LARRIMORE DATED 1/19/22**, parties to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their Act and Deed.

GIVEN under my Hand and Seal of Office on the day and year aforesaid.

WALTER G. FEINDT ESQUIRE
NOTARIAL OFFICER PURSUANT TO
29 DEL. CODE SECT. 4323
ATTORNEY AT LAW
DELAWARE

NOTARIAL OFFICER

Kent County
Eugenia Thornton
Recorder of Deeds
DOVER, DE 19901

Instrument Number: 2023-470888

Recorded On: March 22, 2023 As-Deed

Parties: STEWART SIMEONETTE

To CARLISLE LANE LLC

# of Pages: 6

Comment:

DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT

Deed		91.00
# of Pages	5	
# of Parcel IDs	1	
Total:		91.00

Realty Tax Information

Affidavit Attached-No

Milford - NEW 2017 RATE

	Value	55,000.00
State of Delaware		1,375.00
Munic-Milford		*825.00*
		2,200.00

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Kent County,

DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT

File Information:

Document Number: 2023-470888
Receipt Number: 479205
Recorded Date/Time: March 22, 2023 09:25:34A
Book-Vol/Pg: BK-RE VL-12411 PG-292
User / Station: B Beck - BBECK-967

Record and Return To:

WALTER G FEINDT
PO BOX 1184
MILFORD DE 19963

Eugenia Thornton

Accepted for Filing in:
Kent County
Doc# 470888
On: Mar 22,2023 at 09:25A

Parcel #5-16-18306-01-0700-000
Prepared by:
Fuqua, Willard & Schab, P.A.
P.O. Box 755, 9 Chestnut Street
Georgetown, DE 19947
File No. 230069

Return to:
Carlisle Lane, LLC
4330 Big Stone Road
Milford, DE 19963

THIS DEED is made this 17th day of March, 2023, between:

Simeonette Stewart, of 226 Persimmon Circle, Reistertown, MD 21236, Julian F. Thayer, of 17 Kahlo Court, Irvine, CA 92617, Leon W. Thayer, of 14 S. Bradford Street, Apartment 7, Dover, DE 19904, and Harry E. Thayer, Jr., of 1260 S. Farmview Drive, Dover, DE 19904, parties of the first part,

and

Carlisle Lane, LLC, a Delaware limited liability company, of 4330 Big Stone Road, Milford, DE 19963, party of the second part.

WITNESSETH: That the parties of the first part, for and in consideration of the sum of Fifty-Five Thousand and 00/100 Dollars ($55,000.00), lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the party of the second part, the following described lands, situate, lying and being in Kent County, State of Delaware;

All that certain lot, piece or parcel of land situate, lying and being in the City of Milford, Kent County, State of Delaware, together with any improvements located thereon, lying on the west side of Truitt Avenue and being more particularly described as follows, to wit:

BEGINNING at a stake in the westerly edge of Truitt Avenue at the back edge of the sidewalk, a corner for this lot and lands now or late of Howard Piper; then with the same, South 3 degrees 9 minutes East a distance of 70 feet to a stake at the back edge of the sidewalk, a corner for this lot and lands now or late of Causey Ross; then with the lands now or late of Causey Ross and an old fence line, South 87 degrees 10 minutes West a distance of 279 feet to the run of Cullen's Branch and lands now or late of James R. Draper; then northerly with the run of Cullen's Branch a distance of 78 feet, more or less, to a stake being

a corner for this lot and lands now or formerly of Howard Piper; then, with Piper lands, North 87 degrees 10 minutes East a distance of 280 feet and passing over an old marker 2 feet from the sidewalk to the point and place of beginning, containing 19,400 square feet of land, be the same more or less.

BEING the same land conveyed unto Harry E. Thayer and Armetea M. Thayer, by Deed of Harvey Tunnell, Jr. and Frances H. Tunnell, dated April 13, 1966, and recorded in the Office of the Recorder of Deeds, in and for Kent County, Delaware in Deed Book H-24, Page 267. Harry E. Thayer died on September 16, 1973, at which time title vested solely in Armetea M. Thayer as surviving tenant by the entirety. Armetea M. Thayer died intestate on December 20, 1991. Under the Delaware laws of intestate succession, her estate passed to her four children, being Simeonette Stewart, Julian F. Thayer, Leon W. Thayer, and Harry E. Thayer, Jr., grantors herein.

SUBJECT to any and all restrictions, reservations, conditions, easements and agreements of record in the Office of the Recorder of Deeds in and for Kent County, Delaware.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year written below.

Witness

Simeonette Stewart (SEAL)

State of Delaware :
: S.S.
County of Kent :

BE IT REMEMBERED, that on this 17th day of March, 2023, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Simeonette Stewart, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

WALTER G. FEINDT ESQUIRE
NOTARIAL OFFICER PURSUANT TO
29 DEL. CODE SECT. 4323
ATTORNEY AT LAW
DELAWARE

Notary Public
Printed Name: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year written below.

Witness _____ Julian F. Thayer _____(SEAL)

State of : CALIFORNIA
: S.S.
County of : ORANGE

BE IT REMEMBERED, that on this 13 day of March, 2023, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Julian F. Thayer, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

CAITLYN HANNAH TIMOTIUS
Commission # 2433700
Notary Public - California
ORANGE County
My Comm. Expires JAN 9, 2027

Notary Public
Printed Name: CAITLYN HANNAH TIMOTIUS
My Commission Expires: JAN 9, 2027

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year written below.

Witness

Leon W. Thayer (SEAL)

State of Delaware :
: S.S.
County of Kent :

BE IT REMEMBERED, that on this 17th day of March, 2023, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Leon W. Thayer, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

Notary Public
Printed Name: Leanna Rochelle Beachy
My Commission Expires: 2/6/25

LEANNA ROCHELLE BEACHY
Notary Public
State of Delaware
My Commission Expires On
February 06, 2025

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year written below.

Witness _____ Harry E. Thayer, Jr. _____ (SEAL)

State of Delaware :
: S.S.
County of Kent :

BE IT REMEMBERED, that on this 14 day of March, 2023, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Harry E. Thayer, Jr., party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

_____
Notary Public
Printed Name: Leanna Rochelle Beachy
My Commission Expires: 2/6/25

LEANNA ROCHELLE BEACHY
Notary Public
State of Delaware
My Commission Expires On
February 06, 2025

APPRAISER RESUME

Mark D. McDaniel

Delaware Licensed Real Property Appraiser
License #: X3-0000305

Masten Realty, LLC
6103 S. Rehoboth Blvd.
Milford, DE 19963
Office: (302)422-1850
Cell: (302)270-1003
MacksREA@outlook.com

EDUCATION

2004	Ed.D. Education Innovation & Leadership Wilmington College
1994	Master of Business Administration Wilmington College
1987	B.A. Music Merchandising Mansfield University

APPRAISAL COURSEWORK

Basic Appraisal Principals
Residential Sales Comparison and Income Approaches
Residential Report Writing and Case Studies
Delaware Laws and Regulations
Complex Properties
Residential Market Analysis and Highest & Best Use
Advanced Residential Applications and Case Studies
Basic Appraisal Procedures
Residential Site Valuation and Cost Approach
Real Estate Finance, Statistics, and Valuation Modeling
Uniform Standards of Professional Appraisal Practice
Appraisal of 24 Unit Properties
Supervisor-Trainee Course

EXPERIENCE

2015 – Present	**Masten Realty, Milford, DE - Residential Real Property Appraiser** Over 2200 hours of experience including Complex Properties, Rural Residential Properties, 2-4 Unit Homes, Single Family Homes, Land, New Construction, and Mobile/Manufactured Homes.
1997 – 2020	**Milford School District, Milford, DE - Education Administration** Multiple positions including: Marketing Teacher, Assistant Principal (HS/MS), Principal (MS), and Career & Tech Education Supervisor.
1992 – 1997	**Jobs for DE Graduates, Dover, DE – School to Work Transition Teacher**
1989 – 2000	**Mack's Ice Cream of Delaware Inc, Rehoboth Beach, DE – President/Owner**

VOLUNTEER / COMMUNITY INVOLVEMENT

Member Rehoboth Concert Band 2015 - Present
Member Milford Community Bands 1998 – Present
Member Milford School District Citizens Oversight Budget Committee 2010 - 2017
Chair/Member of CSS-MSA School Validation Teams 2000-2008
Board of Directors for Greater Milford Boys & Girls Club 2008-2015
2009 Delaware DECA Honorary Life Membership Award
2001 Delaware DECA Business Person of the Year

NOT TRANSFERABLE

STATE OF DELAWARE
DIVISION OF PROFESSIONAL REGULATION

CANNON BUILDING
861 SILVER LAKE BLVD., SUITE 203
DOVER, DELAWARE 19904-2467

PROFESSIONAL LICENSE

PROFESSION:	Real Estate Appraisers
LICENSE TYPE:	Cert. Residential Real Property Appr
LICENSE NUMBER:	X2-0010749
LICENSE STATUS:	Active
ISSUE DATE:	03/29/2022
EXPIRATION DATE:	10/31/2025
ISSUED TO:	MARK D MCDANIEL
SIGNATURE:	

THIS CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO
CONDUCT OR ENGAGE IN THE PROFESSION INDICATED ABOVE.
THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE

Department of State
Division of Professional Regulation
Our mission is to credential qualified professionals to ensure the protection of the public's health, safety, and welfare

Online Services

The Division of Professional Regulation is proud of our professional and responsive customer service. To receive renewal notices and other critical information, be sure to keep your professional license contact information up-to-date.

To manage your license, log into DELPROS. Visit our web site at dpr.delaware.gov for essential reference information and 24/7 access to online services.

Can't find what you need online? Send an email to customerservice.dpr@delaware.gov and let us know what you need.

IDE³ ASSOCIATES
Consulting Engineers | Construction Management
P.O. Box 498 Smyrna, DE 19977 Ph: 302-659-9090 Fax: 302-659-0909

May 29, 2025

Ardalan Faghri & Thomas Fruehstorfer
KCI Technologies
1352 Marrows Road, Suite 100
Newark, Delaware 19711

REF: Truitt Townhomes – Preliminary Site and Record Plan
Response to February 26, 2025 Review Comments

Dear Project Review Team:

Below you will find the list of comments provided by your office referencing the preliminary plans for this project. Bolded responses are our additions/revisions to satisfy the comment. Items with strikethroughs were previously addressed. Underlined are new comments or remaining conditions of previous comments

1. Add the following to the Data Column on the cover sheet:

a. Provide the actual lot coverage. Comment Remains. Lot coverage for townhouses is 60%. In addition, add a note that specific variances to exceed can be found in the variance request notes. Comment Remains – Confirm that the lot coverage for the proposed single-family detached dwelling does not exceed 40%.

Please refer to the Residential Lot Table on sheet G1.1; actual lot coverage for Lot 40 is 37%, which complies.

~~b. Currently, the proposed use lists 41 townhouses; however, 39 units are listed for the provided parking calculation. Revise the number of required parking so it reflects the correct number of dwelling units. Comment Remains. Provide the variance approvals with the final plan submission. Each parking reduction for each lot would be a separate variance application.~~

~~**Addressed.**~~

~~c. Currently, the proposed use lists 41 townhouses; however, the estimated number of EDUs takes 39 units into account. Revise the estimated number of EDUs so it reflects the correct number of dwelling units. Comment Remains. Indicate the number of units in the Data Column that 41 EDUs is accounted for.~~

~~**Addressed.**~~

~~d. Provide a note for the 100-year flood plain based on FEMA Flood Map for the site.~~

~~**Addressed.**~~

~~e. Existing use for the entire project area is not vacant. update the existing use.~~

~~Addressed.~~

~~f. The proposed use appears to be 39 townhouses and one duplex. Update the proposed use.~~

~~Addressed.~~

g. Update the required amount of recreational open space to reflect the requirements of Chapter 230-19.7(4)(a) (5), which is 275 square feet per dwelling unit. Comment Remains. Per Chapter 230-19.7(A)(5) "all residential developments shall provide recreational areas in a size equal to 275 square feet per dwelling unit or one-half acre of land whichever is greater." The minimum required recreational open space in this instance is 0.5 acres. Revise the data column accordingly. Comment Remains – The applicant must provide 0.5 acres of recreational open space or submit a request for the cash-in-lieu option. See Chapter 230-19.7(E)(2) for cash in lieu option. The city will need an appraisal provided by the applicant indicating the pre-improvement value of the property within six months prior to the date of the request for consideration of cash-in-lieu of recreational area.

Appraisal submitted to the City of Milford on 5/14/2025.

~~h. Add the minimum project area requirement of one acre.~~

~~Addressed.~~

~~i. Add the proposed maximum lot coverage for the townhouse properties.~~

~~Addressed.~~

~~j. Add the requirement of 3 to 8 units per townhouse building per Chapter 230-11(D)(3)~~

~~Addressed.~~

~~h. Add the minimum project area requirement of one acre.~~

~~Addressed.~~

~~k. Add the architectural requirements per Chapter 230-11(D)(3) j.~~

~~Addressed.~~

~~l. Add the maximum allowed density of 12 units per acre and the actual density being sought. Comment Remains. Currently, the proposed duplex is not included in the density calculations.~~

~~Addressed.~~

m. Incorporate the R-3 requirements for duplexes into the data column similar to what was done for the townhouses. Determine if a lot coverage variance is required for the two duplex lots. Comment Remains – Since there are multiple unit types proposed, the data column needs to be organized in a way that shows what the required and provided area standards are for both townhouses and single-family detached dwellings. This could be accomplished by something similar to the below. Note that example information is from an older version of the zoning code. In addition, lot coverage is not listed in the variances requested under lot 40.

"City of Milford Zoning Requirements" block added to G1.0, listing standards in the R-3 zone for single-family and townhouses.

2. In the requested waivers note, update waiver requests 1 and 3 to be more specific. Note 3 appears to request 18-foot wide throughout the subdivision. Ensure all waiver and variance requests are listed on the cover sheet. Only items from Chapter 200 can be waived by the Planning Commission and City Council. Any variances from Chapter 230 zoning require variance applications and approval from the

board of adjustment. Comment Remains. Move the variance notes from multiple sheets to the cover sheet and remove from other sheets. Make an application for each variance sought from Chapter 230 Zoning Code for each lot. Comment remains – see below:

a. Waiver 4 is not required since the city permits a paved one-way alley width of 18 feet.

Waiver 4 removed.

b. Waiver 3 should be to keep the Truitt Avenue right-of-way width at its current width.

Waiver 3 revised to request the existing right-of-way width to remain.

c. Waivers 5 through 12 are incorrectly labeled. Section 200-8(E)(8) states "No lots shall be platted on land subject to flooding by the 100-year flood elevation for residential or any other use where danger to life or property or an aggravation of flood hazard may result. Such land should be set aside for uses which would not be endangered by periodic or occasional inundations." This section does not pertain to the 25-foot wetland buffer.

Lots 24, 37, 38, and 39 each request an individual waiver regarding the floodplain.

Be aware that if the Planning Commission and City Council do not grant the right-of-way width reduction waivers, variances from the Board of Adjustment would be required for encroachment into the front yard setback.

Comment noted.

~~3. Change the Title of the plan set on the cover sheet to Preliminary Major Subdivision Plans.~~

~~**Addressed.**~~

~~4. In the sheet index and on the corresponding sheet, change the site plan sheet to phasing plan.~~

~~**Addressed.**~~

5. Sheets ES1.0 through ES4.2 are not included in the packet for review. Comment Remains.

These sheets have been removed from the Major Subdivision Plans and will be provided under a Sediment and Stormwater Management Plan when it is produced.

~~6. Provide a statement regarding presence or absence of state or federal wetland. In addition, provide a wetland certification statement on the cover sheet.~~

~~**Addressed.**~~

7. Update the General Site Plan Notes with the attached. Make sure all General Notes are completed. Comment Remains. Updated the General Major Subdivision Notes with the attached and make sure all notes are completed. Move the notes to a separate sheet so that all of the waiver and variance requests can be listed on the cover sheet.

General notes updated and completed. Waiver and variance requests moved to cover sheet.

~~8. Change the title of sheet C1.1 to Phasing Plan.~~

~~**Addressed.**~~

~~9. Include the proposed duplex as part of the phasing plan, utility plan, and record plan and revise the plans accordingly.~~

~~**Addressed.**~~

10. Label all curbing, sidewalk, sidewalk width, crosswalk, and handicap ramps locations on the site plan. Comment Remains. Clarify if upright to depressed curb transitions will be provided between each townhouse driveway. The City Code requires a grass buffer between the curb and sidewalk when upright curbing is not provided.

Curb depressions will be provided at each driveway. Curb depressions are shown on the graphic legend and imposed on the site plans.

11. Show the location of the proposed new subdivision sign with dimensions to the front property line. In addition, ensure the sign is setback from the property lines per Chapter 230-24.11. The sign must be placed in an easement dedicated to the HOA for long term maintenance. Comment Remains. Per City of Milford's zoning code Section 230-24.12 B(1)(C), freestanding signs shall have a minimum setback of 10 feet from the front lot line and a minimum setback of 15 feet from adjacent property line. Revise the location of the sign accordingly so it meets this requirement or seek a variance from the zoning code.

After discussion with Rob Pierce, the sign has been situated per the requirements of 230-24.23(C)(1) regarding sightline clearance.

~~12. There are labels pointing to signs and pavement markings on the site plan; however, there is no legend to describe the labels. Provide a legend and revise the plans accordingly.~~

~~**Addressed.**~~

~~13. Label the buildings with letter A, B, C, or lot numbers.~~

~~**Addressed.**~~

14. Show the existing flood plain. Per Chapter 200-8(E)(8), no lots shall be created within the floodplain. Remove any flood plain areas from private lots and add this space to the proposed open space. Comment Remains. Show the mapped floodplain limits along with the proposed floodplain map amendment limits on the plan sheets. The applicant has the option to request a waiver from Chapter 200 related to 200- 8(E)(8). Waiver should be listed on the cover sheet.

Existing mapped floodplain limits and the proposed floodplain map amendment limits shown and called out on the site plans.

15. Per Chapter 200-8(E)(9), no lots shall be platted within 25 feet of land under the jurisdiction of the U.S. Army Corps of Engineers. Remove the wetland buffers from private lots and place this area in the open space. Comment Remains. The requested waivers should include lots 23 and 24 since these 2 lots are within the City of Milford's 25' wetland buffer.

All private lots to be platted on the wetland buffer now have individual waiver requests.

~~16. Driveways only fit one car. If a second car is added, the vehicle would block the sidewalk. Each parcel must be able to accommodate at least two vehicles. Will the units have garages?~~

~~**Addressed.**~~

~~17. Label the street types per Chapter 200-8(A)(14)(a).~~

~~**Addressed.**~~

~~18. Per Chapter 200-8(B)(2), reserve grass strips are required between rolled curbing and the sidewalk. Adjust plan accordingly. Comment Remains - Clarify if upright to depressed transitions will be provided between each townhouse driveway. The City code requires a grass buffer between the curb and sidewalk when upright curbing is not provided.~~

~~**Addressed.**~~

~~19. Eliminate the 90-degree curb intersection adjacent to Lot 24 and provide a curved curb radius.~~

~~**Addressed.**~~

~~20. Label the 18' wide road as one-way and indicate the direction. In addition, add appropriate signs.~~

~~**Addressed.**~~

~~21. Provide spot grades and arrows so the drainage can be verified. Comment Remains. Provide spot grades behind building F and show how the proposed contours are tied into the existing contours. In addition, provide spot grades between buildings A, C, and E to verify positive drainage.~~

~~**Addressed.**~~

~~22. Provide grading (contours) for the road in the south of the subdivision.~~

~~**Addressed.**~~

~~23. Show easement areas and add note related to maintenance responsibilities. Comment Remains. Easement shall be provided for pipe P-D-1 next to lot 31.~~

~~**Addressed.**~~

~~24. How will the HOA access pond #2 for maintenance? There doesn't appear to be enough room for maintenance.~~

~~**Addressed.**~~

~~25. Storm drain pipe P-D-1 is very close to dwelling unit 31, revise accordingly to provide at least 10 ft of clearance for maintenance.~~

~~**Addressed.**~~

~~26. How will drainage in the rear yard areas be handled to minimize flooding issues on the residential lots?~~

~~**Addressed.**~~

~~27. Contour 22 (see image below) stops abruptly. Revise the grading so the contours continue or tie-in to existing.~~

~~**Addressed.**~~

~~28. The location below is showing the flow toward the building. Revise the grading so the flow is always away from the building.~~

~~**Addressed.**~~

~~29. See the image below, grading is such that the flow is going toward the building. Revise the grading so the flow is away from the building.~~

~~**Addressed.**~~

~~30. Currently, the 21 contour does not continue (see image below).~~

~~**Addressed.**~~

~~31. Add additional labels to all existing contours so the proposed contour tie-ins can be confirmed.~~

~~**Addressed.**~~

~~32. Provide spot elevation at each corner of the buildings on the grading plan.~~

~~**Addressed.**~~

~~33. Show the proposed water connection on the utility plan and specify the connection type. Comment Remains. The water connection shall be a 12" X 8" tapping sleeve. Revise label accordingly.~~

~~**Addressed.**~~

~~34. Verify if the water line that is shown along the east of Truitt Avenue is existing or proposed. If this is an existing water main, show in gray scale.~~

~~**Addressed.**~~

~~35. Loop the water line down the 18" wide roadway and connect into Truitt Avenue. In addition, install temporary blow-off or a fire hydrant at any location the water line ends at the end of each phase.~~

~~**Addressed.**~~

~~36. Show the 50' riparian buffer per Chapter 230-44(B)(2). Comment Remains – Add a note to the cover sheet that no buildings, structure, or paved surfaces, except stairs and ramps, fences, open decks, patios or docks shall be permitted to be constructed under naturally occurring riparian buffer conditions nearer than fifty feet to the shoreline as defined by the mean high-water line of any non-tidal freshwater water body, lake, pond, or blue-line stream as depicted on the most recent revisions of the United States Geological Survey Topographic Quadrangle Map. This primarily applies to lot 24.~~

~~**Addressed.**~~

~~37. Per City of Milford's Standard Specifications, sanitary sewer laterals and water services must maintain a minimum of ten feet (10') of separation. Revise the plans accordingly.~~

~~**Addressed.**~~

~~38. Currently, the size of the water main and services are not labeled. Provide the water size and material on the utility plan and revise the plan accordingly. Comment Remains. Per City of Milford's Standard Specifications, the water main shall be PVC C-900. In addition, water service lines shall be polyethylene, 1-inch diameter SDR-9 copper tube size. Service line shall conform to AWWA C901 and ASTM D-2737. Revise accordingly.~~

~~**Addressed.**~~

~~39. Per City of Milford's Standard Specifications, there shall be a sanitary cleanout 5' from each residential lot. Revise the plans accordingly.~~

~~**Addressed.**~~

~~40. Place all proposed water meters and sanitary sewer cleanouts centered in the sidewalk. Water meter pits cannot be located within the driveways. Comment Remains. Sanitary sewer cleanouts shall be in the sidewalk and not in the driveways.~~

~~**Addressed.**~~

~~41. Provide P-G-1 in the storm pipe schedule and revise the plan accordingly.~~

~~**Addressed.**~~

42. Currently, the storm drain pipes P-C-1 and P-C-2 are marked to be fill 6" in the Storm Drain Schedule. Clarify why these pipes need to fill 6". Comment Remains. Comment Remains – The outlet pipe for pond #3 shall be attached to a structure with multi-stage flow discharge to regulate the in-flow to pond #4. Half-filling P-C-1 and P-C-2 pipes is not practical and will create more problems like blockage down the road. We will be looking to KCD to comment on the situation as the pipe is part of a SWM facility. In addition, the direction of the arrow for pipe P-C-1 should be reversed to show the correct flow direction.

Comment noted. P-C-1 and P-C-2 were removed and a multi-stage weir was added to Pond #3 to discharge to the rear of the site instead of Pond #4. The preliminary weir design regulates the discharge to pre-development flow rates and volume.

~~43. Specify the size and material of the sewer lateral in the plan.~~

~~**Addressed.**~~

~~44. Provide the slope for all sanitary sewer laterals. In addition, provide the inverts for the laterals so the slopes can be verified. Sanitary sewer laterals shall not be less than 2%.~~

~~**Addressed.**~~

~~45. For lots 1-14, water and sewer services shall come straight out into the street and connect to the existing main. A new parallel main or joint service line will not be permitted on private property as shown, revise accordingly.~~

~~**Addressed.**~~

~~46. Loop the water line down the 18' wide roadway and connect into Truitt Avenue.~~

~~**Addressed.**~~

~~47. Provide a cross-section for the 18' wide roadway.~~

~~**Addressed.**~~

~~48. Label the duplex residual lot on Truitt Avenue and show the water and sewer services to the property.~~

~~**Addressed.**~~

~~49. Currently, the water main is shown to be very close to sanitary sewer manhole SS-2. Revise the plans so the water main is at least 10' from the sanitary sewer line.~~

~~**Addressed.**~~

~~50. Provide isolation valves at the Tee at the junction of Truitt Ave. and Lilac Lane. Comment Remains. See the image below for water main layout.~~

~~**Addressed.**~~

~~51. Identify all features with labels or show in the legend in the Fire Marshall Plan. For example, the water main and the storm drain piping are not clearly identified.~~

~~**Addressed.**~~

52. Townhomes must be separated by internal two-hour rated assemblies (Class "C" Fire Barrier). Provide sectional detail of fire assembly between dwellings in Fire Marshall Plan. Comment Remains.

Comment previously noted. We will coordinate with the architect of record to determine the appropriate fire assembly for this construction.

53. Provide a tree planting and preservation plan meeting the requirements of Chapter 230-19.8(F). The code requires a rate of 1 tree per 10,000 square feet. Street trees count towards this ratio. Additionally, show all landscape buffers, recreational amenities, etc. Cash in lieu option is also available. Comment Remains. Comment Remains – A Landscape plan is required as part of the preliminary major subdivision review. Chapter 200-8(G)(1)(f) requires shade trees 150 feet on center on each side of the road. Add trees to the Landscaping plan or request a waiver from this requirement. In addition, Chapter 230-19.8(F)(2) requires one tree per 10,000 square feet of lot area for residential development. Provide the required tree planting or request a variance from this requirement. The city code does not provide for a cash-in-lieu option for tree planting.

Landscape plan signed by a DE certified nurserymen provided in resubmission set.

54. Per Chapter 200-8(G)(f), show the required street trees or request a waiver. Comment Remains.

Landscape plan signed by a DE certified nurserymen provided in resubmission set.

~~55. Label any proposed curbing on the Record Plan and revise the plan accordingly.~~

~~**Addressed.**~~

~~56. Turn-off the utilities layer in the record plan. Only show the proposed utility easements.~~

~~**Addressed.**~~

~~57. Label the width of the proposed sidewalk on the record plan.~~

~~**Addressed.**~~

~~58. Currently, the Record Plan does not show the location of ADA ramps. Revise the plans to show the location of all the ADA ramps. In addition, show detectable warning surfaces for the ADA ramps and revise the plans accordingly.~~

~~**Addressed.**~~

~~59. Provide the metes and bounds for the proposed properties in the record plan.~~

~~**Addressed.**~~

~~60. Provide a unique identifier for each open space parcel and add a list of open space parcels with their areas to the Data Column on the cover sheet.~~

~~**Addressed.**~~

61. Adjust the plans or submit individual variance applications for the following lots. All variance and waiver requests need to be added to the cover sheet. The waiver and variance approval dates will need to be added with the final plans if they are approved. Comment Remains. Provide approval from the Board of Adjustment. In addition, the variance note should include the code requirement and the requested reduction or exceedance from the zoning code requirement. Corner lots have two front setbacks, not a front and a side setback. Any corner lot that does not meet the setback requirement will need variance approval from the Board of Adjustment. Some of the variance notes listed are incorrect and refer to a side setback reduction. Comment Remains – There are variances that are not listed in the front page, see comment 1.m and 11.

a. Lot 7 – front along Lilac Lane.
b. Lot 8 – front along Lilac Lane.
c. Lot 18 – front along Lilac Lane.
d. Lot 31 – front – along 18-foot-wide Lilac Lane.
e. Lot 15 – Side – aggregate not 30 feet.
f. Lot 19 – Side – aggregate not 30 feet.
g. Lot 24 – Side – aggregate not 30 feet.
h. Lot 32 – Side – aggregate not 30 feet.
i. Lot 39 – Side – aggregate not 30 feet.
j. Lot 32 through 39 – rear (individual applications for each).

On March 13, 2025, the City of Milford Board of adjustment reviewed and approved all variances listed on the attached plan submission.

~~62. Show the building restriction line for the proposed two-family dwelling. Comment Remains – The building restriction line is shown incorrectly. The setbacks are 30 feet from the front property line. Corner lots have two front yards. Provide setback dimensions for the duplex lots.~~

~~**Addressed.**~~

~~63. Label the proposed road types per Chapter 200-8(A)(14)(a) in the record plan.~~

~~**Addressed.**~~

~~64. Will the developer be providing fire lines to each building? If so, show these on the preliminary utility plan.~~

~~**Addressed.**~~

65. Coordinate electric design with the Electric Department.

Comment noted.

~~66. Currently the City is reviewing the water and sewer system impacts and may require capacity improvements.~~

~~**Addressed. UFC was completed and we have received a copy.**~~

67. Submit the following for final approval:

a. Kent Conservation District Approval for the Stormwater and Erosion & Sediment Control Plans. Comment Remains

b. Fire Marshal Approval. Comment Remains

c. DHSS Office of Engineering. Comment Remains

Comment noted. Approvals will be provided prior to City final approval.

~~68. Lot breakdown table to show the actual lot areas is not shown on the plan. Provide lot breakdown table.~~

~~**Addressed.**~~

69. Depressed curb shall be proposed in front of ADA ramps and driveways. Add depressed curb to the legend and labels in the plan that shows the location of depressed curb. Comment Remains – Label a typical depressed curb in the plan view.

Typical depressed curb labeled in graphic legend.

70. Provide storm drain and sanitary sewer profiles with the final submission.

Comment noted. Profiles will be provided with the final submission.

~~71. Provide flow arrows for the storm drain pipes.~~

~~**Addressed.**~~

~~72. There needs to be a consistent curb line and right-of-way cross section for Truitt Avenue along the entire extents of the project. The curb line appears to follow the current edge of pavement which is inconsistent through this area.~~

~~**Addressed.**~~

~~73. The front setbacks for all lots appear to be dimensioned from the back of sidewalk instead of the edge of the public right-of-way. Update the plan to meet the setback requirements or request variances for each front setback individually.~~

~~**Addressed.**~~

~~74. Chapter 230-43(D) states:~~

~~"No buildings, structures, impervious surface, fill, obstructions to drainage, or land disturbance shall be situated closer than 25 feet to a delineated wetlands area. The placement of fill, regrading, or other obstructions to surface sheet flow, or the clearing or removal of natural vegetation within this setback area, shall be prohibited, unless in conjunction with a permit to fill and/or eliminate the wetland areas under State and/or federal permit, including nationwide permits authorized by the United States Army Corps of Engineers." There is significant grading proposed within the wetland buffer area. Revise the grading plan or submit a variance application to the Board of Adjustment indicating the proposed amount of disturbance. Also, the wetland buffer appears to be extremely close to the proposed townhouses on Lots 24 & 39. During the construction of these two units, grading activities would likely occur within the required wetland buffer area and a variance should be sought.~~

~~**Addressed.**~~

~~75. How will the interior lots access their rear yards?~~

~~**Addressed**~~

76. A FEMA LOMC (Letter of Map Change) will be required prior to final major subdivision approval.

Comment noted. The line of floodplain has been corrected and will be submitted to FEMA to obtain approval a LOMC.

77. Currently, the materials for sanitary sewer main and services are not listed correctly on the utility plans and on the sanitary sewer schedule. Pipe material for all proposed sanitary sewer main and services are PVC pipe and shall equal or exceed the requirement of ASTM-D-3034 and shall have a minimum standard dimension ratio (SDR) of 35. Revise the labels on the utility plan and the type on the sanitary sewer tables on sheet C2.1.

Sanitary sewer main and laterals are listed as PVC SDR-35.

78. We recommend revising the water and sewer services to lots 25-31 and 32 to 39 to have adequate (10') horizontal separation. This can be achieved by having a water-water-sewer-sewer connection pattern.

Water and sewer services revised for lots 25-39 to have water-water-sewer-sewer connection pattern.

If you have any questions or comments, please do not hesitate to contact Gary Cimaglia at (302) 659-9090.

Respectfully Submitted,

Edward H. Ide, III, P.E.
President
i3a Consulting Engineers . Construction Managers

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

June 19, 2025

City of Milford
201 South Walnut Street
Milford, Delaware 19963

Attention: Rob Pierce

Subject: **Truitt Townhomes – Preliminary Site and Record Plan**
KCI Job No. 00006472_00001.014 - Task 71P

Dear Mr. Pierce:

As requested, KCI Technologies reviewed the Preliminary Plans for Truitt Townhomes per the City of Milford's Standard Specifications, codes, and general engineering best practices. These plans were submitted by IDE^3 Associates and are dated May 29, 2025.

We offer the following comments for your consideration. Submit Final Site Plan with your next submission. Provide a point-by-point reply as to how each comment was addressed.

1. Add the following to the Data Column on the cover sheet:
    a. Provide the actual lot coverage. Comment Remains. Lot coverage for townhouses is 60%. In addition, add a note that specific variances to exceed can be found in the variance request notes. Comment Remains – Confirm that the lot coverage for the proposed single-family detached dwelling does not exceed 40%. **Addressed.**
    b. Currently, the proposed use lists 41 townhouses; however, 39 units are listed for the provided parking calculation. Revise the number of required parking so it reflects the correct number of dwelling units. Comment Remains. Provide the variance approvals with the final plan submission. Each parking reduction for each lot would be a separate variance application. **Addressed.**
    c. Currently, the proposed use lists 41 townhouses; however, the estimated number of EDUs takes 39 units into account. Revise the estimated number of EDUs so it reflects the correct number of dwelling units. Comment Remains. Indicate the number of units in the Data Column that 41 EDUs is accounted for. **Addressed.**
    d. Provide a note for the 100-year flood plain based on FEMA Flood Map for the site. **Addressed.**
    e. Existing use for the entire project area is not vacant. update the existing use. **Addressed.**

f. The proposed use appears to be 39 townhouses and one duplex. Update the proposed use. **Addressed.**

g. Update the required amount of recreational open space to reflect the requirements of Chapter 230-19.7(4)(a) (5), which is 275 square feet per dwelling unit. Comment Remains. Per Chapter 230-19.7(A)(5) "all residential developments shall provide recreational areas in a size equal to 275 square feet per dwelling unit or one-half acre of land whichever is greater." The minimum required recreational open space in this instance is 0.5 acres. Revise the data column accordingly. Comment Remains – The applicant must provide 0.5 acres of recreational open space or submit a request for the cash-in-lieu option. See Chapter 230-19.7(E)(2) for cash in lieu option. The city will need an appraisal provided by the applicant indicating the pre-improvement value of the property within six months prior to the date of the request for consideration of cash-in-lieu of recreational area. **Addressed with comment. Per engineer's response, appraisal submitted to the city of Milford on 5/14/2025.**

h. Add the minimum project area requirement of one acre. **Addressed.**

i. Add the proposed maximum lot coverage for the townhouse properties. **Addressed.**

j. Add the requirement of 3 to 8 units per townhouse building per Chapter 230-11(D)(3) h. **Addressed.**

k. Add the architectural requirements per Chapter 230-11(D)(3) j. **Addressed.**

l. Add the maximum allowed density of 12 units per acre and the actual density being sought. Comment Remains. Currently, the proposed duplex is not included in the density calculations. **Addressed.**

m. Incorporate the R-3 requirements for duplexes into the data column similar to what was done for the townhouses. Determine if a lot coverage variance is required for the two duplex lots. Comment Remains – Since there are multiple unit types proposed, the data column needs to be organized in a way that shows what the required and provided area standards are for both townhouses and single-family detached dwellings. This could be accomplished by something similar to the below. Note that example information is from an older version of the zoning code. In addition, lot coverage is not listed in the variances requested under lot 40. **Addressed.**

R-3 ZONING SINGLE FAMILY DETACHED	REQUIRED	PROPOSED
LOT SIZE	7,500 S.F.	7,800 S.F.
LOT WIDTH	60'	60'
FRONT YARD SETBACK	30'	30'
SIDE YARD SETBACK	8'	8'
REAR YARD SETBACK	15'	15'
MAXIMUM LOT COVERAGE	45%	
MAXIMUM HEIGHT	35' OR 3 STORIES	
OPEN SPACE REQUIRED	400 S.F. PER DWELLING UNIT	

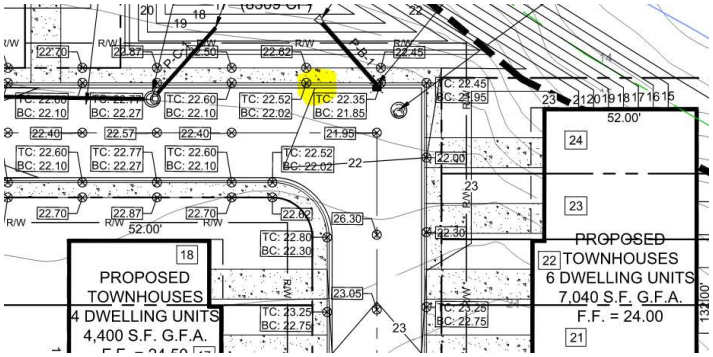
R-3 ZONING REQUIREMENTS TOWNHOUSES	
MINIMUM LOT SIZE ALLOWED	2,000 S.F.
MINIMUM LOT WIDTH	20'
FRONT YARD SETBACK	30'
SIDE YARD SETBACK	8'
REAR YARD SETBACK	15'
MAXIMUM LOT COVERAGE	60%
MAXIMUM HEIGHT	35' OR 3 STORIES
OPEN SPACE REQUIRED	400 S.F. PER DWELLING UNIT
MAXIMUM DENSITY	12 UNITS PER ACRE

2. In the requested waivers note, update waiver requests 1 and 3 to be more specific. Note 3 appears to request 18-foot wide throughout the subdivision. Ensure all waiver and variance requests are listed on the cover sheet. Only items from Chapter 200 can be waived by the Planning Commission and City Council. Any variances from Chapter 230 zoning require variance applications and approval from the board of adjustment. Comment Remains. Move the variance notes from multiple sheets to the cover sheet and remove them from other sheets. Make an application for each variance sought from Chapter 230 Zoning Code for each lot. Comment remains. See below: **Addressed.**
    a. Waiver 4 is not required since the city permits a paved one-way alley width of 18 feet. **Addressed.**
    b. Waiver 3 should be to keep the Truitt Avenue right-of-way width at its current width. **Addressed.**
    c. Waivers 5 through 12 are incorrectly labeled. Section 200-8(E)(8) states "No lots shall be platted on land subject to flooding by the 100-year flood elevation for residential or any other use where danger to life or property or an aggravation of flood hazard may result. Such land should be set aside for uses which would not be endangered by periodic or occasional inundations." This section does not pertain to the 25-foot wetland buffer. **Addressed.**

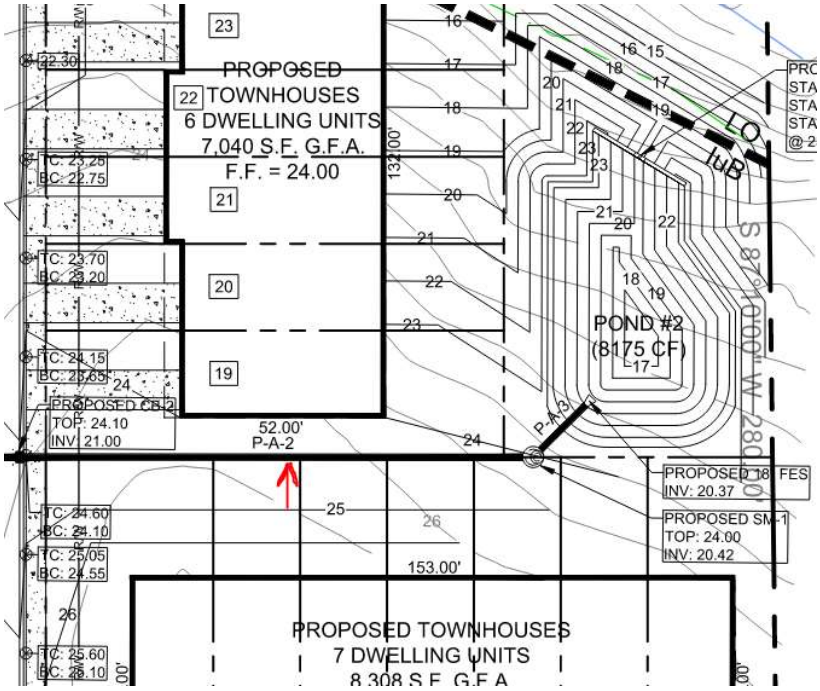
    Be aware that if the Planning Commission and City Council do not grant the right-of-way width reduction waivers, variances from the Board of Adjustment would be required for encroachment into the front yard setback.
3. Change the Title of the plan set on the cover sheet to Preliminary Major Subdivision Plans. **Addressed.**
4. In the sheet index and on the corresponding sheet, change the site plan sheet to phasing plan. **Addressed.**
5. Sheets ES1.0 through ES4.2 are not included in the packet for review. Comment Remains. **Addressed with comment. Per engineer's response, these sheets will be provided under the Sediment and Stormwater Management Plan.**

6. Provide a statement regarding the presence or absence of state or federal wetlands. In addition, provide a wetland certification statement on the cover sheet. **Addressed.**
7. Update the General Site Plan Notes with the attached. Make sure all General Notes are completed. Comment Remains. Updated the General Major Subdivision Notes with the attached and make sure all notes are completed. Move the notes to a separate sheet so that all of the waiver and variance requests can be listed on the cover sheet. Addressed with comment – Some notes are not completed. Complete all the notes and revise the plan accordingly. **Addressed.**
8. Change the title of sheet C1.1 to Phasing Plan. **Addressed.**
9. Include the proposed duplex as part of the phasing plan, utility plan, and record plan and revise the plans accordingly. **Addressed.**
10. Label all curbing, sidewalk, sidewalk width, crosswalk, and handicap ramps locations on the site plan. Comment Remains. Clarify if upright to depressed curb transitions will be provided between each townhouse driveway. The City Code requires a grass buffer between the curb and sidewalk when upright curbing is not provided. **Addressed.**
11. Show the location of the proposed new subdivision sign with dimensions to the front property line. In addition, ensure the sign is setback from the property lines per Chapter 230-24.11. The sign must be placed in an easement dedicated to the HOA for long term maintenance. Comment Remains. Per City of Milford's zoning code Section 230-24.12 B(1)(C), freestanding signs shall have a minimum setback of 10 feet from the front lot line and a minimum setback of 15 feet from adjacent property line. Revise the location of the sign accordingly so it meets this requirement or seek a variance from the zoning code. Comment Remains – The subdivision sign shall meet the requirement of city of Milford zoning section 230-24.23(C)(1). Add the variance (if required) for the placement of the subdivision sign on the cover sheet. **Comment Remains. Provide an easement for the sign.**
12. There are labels pointing to signs and pavement markings on the site plan; however, there is no legend to describe the labels. Provide a legend and revise the plans accordingly. **Addressed.**
13. Label the buildings with letter A, B, C, or lot numbers. **Addressed.**
14. Show the existing flood plain. Per Chapter 200-8(E)(8), no lots shall be created within the floodplain. Remove any flood plain areas from private lots and add this space to the proposed open space. Comment Remains. Show the mapped floodplain limits along with the proposed floodplain map amendment limits on the plan sheets. The applicant has the option to request a waiver from Chapter 200 related to 200-8(E)(8). Waivers should be listed on the cover sheet. Comment Remains – Add waiver request to cover sheets for lots 37, 38, and 39. In addition, on sheet C1.0, the existing 100-year Floodplain (As currently mapped) does not appear to match information provided by FEMA. Also, the existing 100-year Floodplain (Proposed Map Amendment) should continue near the 13 contour through the project area. **Comment Remains. A FEMA LOMC (Letter of Map Change) will be required prior to final major subdivision approval.**

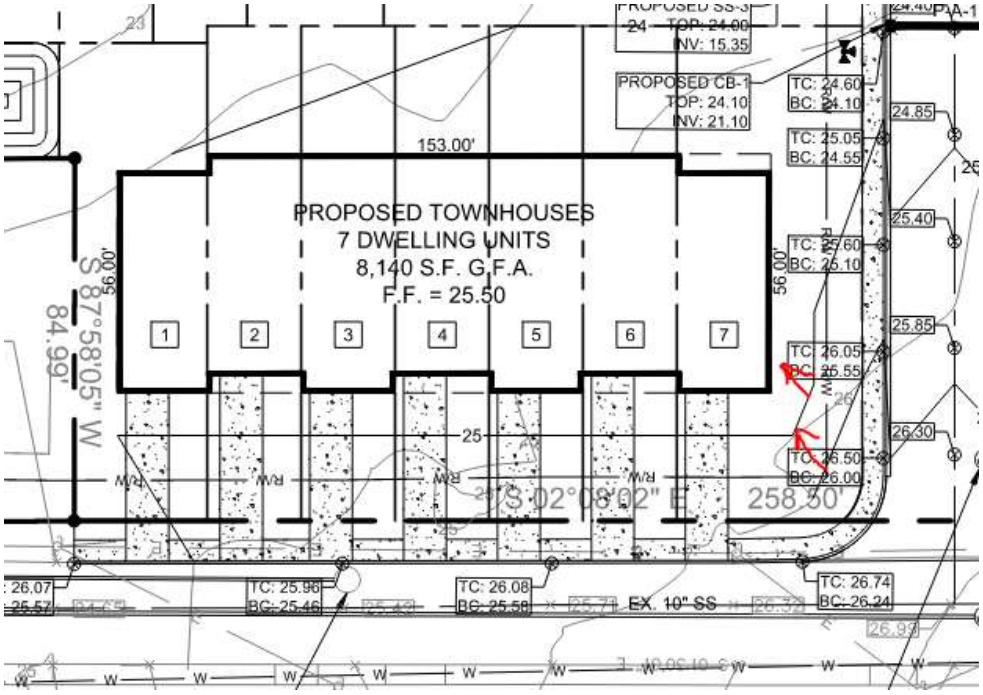
15. Per Chapter 200-8(E)(9), no lots shall be platted within 25 feet of land under the jurisdiction of the U.S. Army Corps of Engineers. Remove the wetland buffers from private lots and place this area in open space. Comment Remains. The requested waivers should include lots 23 and 24 since these 2 lots are within the City of Milford's 25' wetland buffer. **Addressed.**
16. Driveways only fit one car. If a second car is added, the vehicle would block the sidewalk. Each parcel must be able to accommodate at least two vehicles. Will the units have garages? **Addressed.**
17. Label the street types per Chapter 200-8(A)(14)(a). **Addressed.**
18. Per Chapter 200-8(B)(2), reserve grass strips are required between rolled curbing and the sidewalk. Adjust plan accordingly. Comment Remains - Clarify if upright to depressed transitions will be provided between each townhouse driveway. The City code requires a grass buffer between the curb and sidewalk when upright curbing is not provided. **Addressed.**
19. Eliminate the 90-degree curb intersection adjacent to Lot 24 and provide a curved curb radius. **Addressed.**
20. Label the 18' wide road as one-way and indicate the direction. In addition, add appropriate signs. **Addressed.**
21. Provide spot grades and arrows so the drainage can be verified. Comment Remains. Provide spot grades behind building F and show how the proposed contours are tied into the existing contours. In addition, provide spot grades between buildings A, C, and E to verify positive drainage. **Addressed.**
22. Provide grading (contours) for the road in the south of the subdivision. **Addressed.**
23. Show easement areas and add note related to maintenance responsibilities**.** Comment Remains. Easement shall be provided for pipe P-D-1 next to lot 31. **Addressed.**
24. How will the HOA access pond #2 for maintenance? There doesn't appear to be enough room for maintenance. **Addressed.**
25. Storm drain pipe P-D-1 is very close to dwelling unit 31. Revise accordingly to provide at least 10 ft of clearance for maintenance. **Addressed.**
26. How will drainage in the rear yard areas be handled to minimize flooding issues on the residential lots? **Addressed.**
27. Contour 22 (see image below) stops abruptly. Revise the grading so the contours continue or tie-in to existing. **Addressed.**



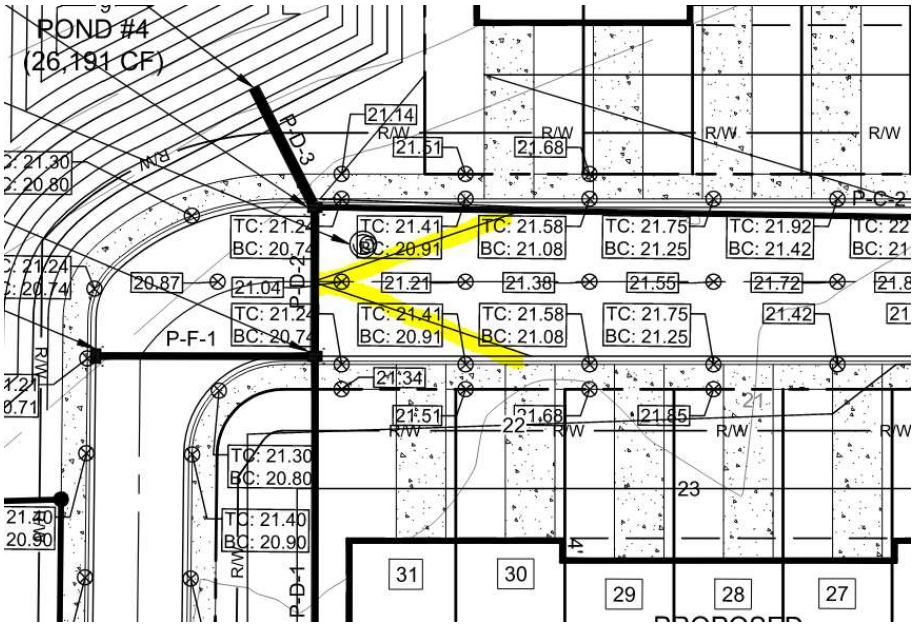
28. The location below is showing the flow toward the building. Revise the grading so the flow is always away from the building. **Addressed.**



29. See the image below, grading is such that the flow is going toward the building. Revise the grading so the flow is away from the building. **Addressed.**



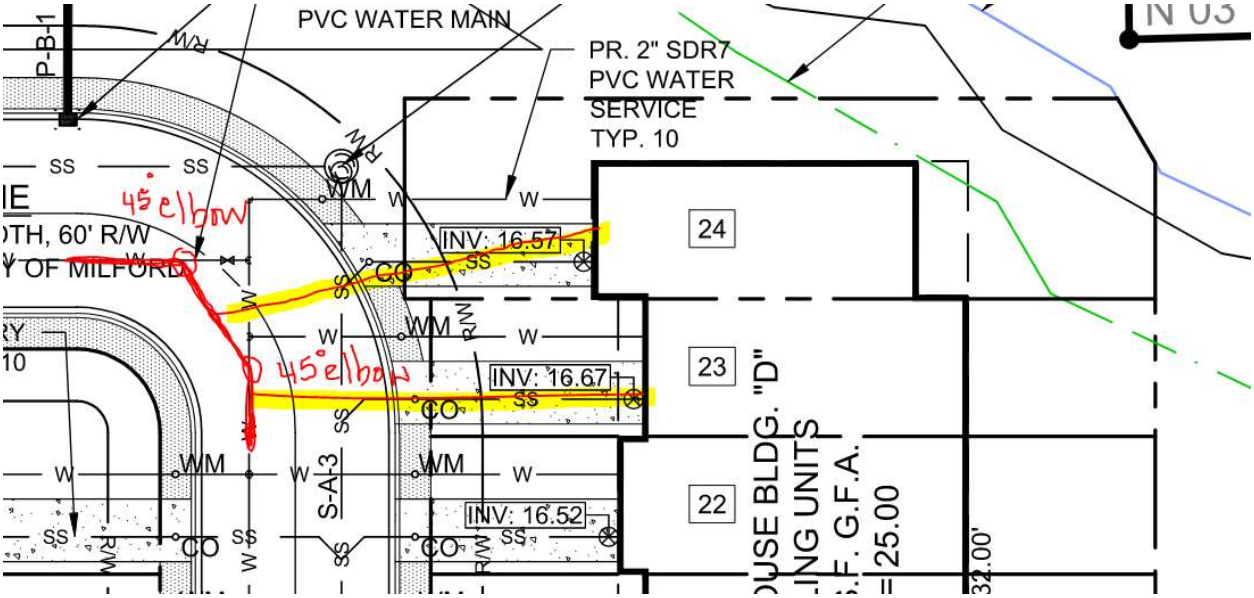
30. Currently, the 21 contour does not continue (see image below). **Addressed.**

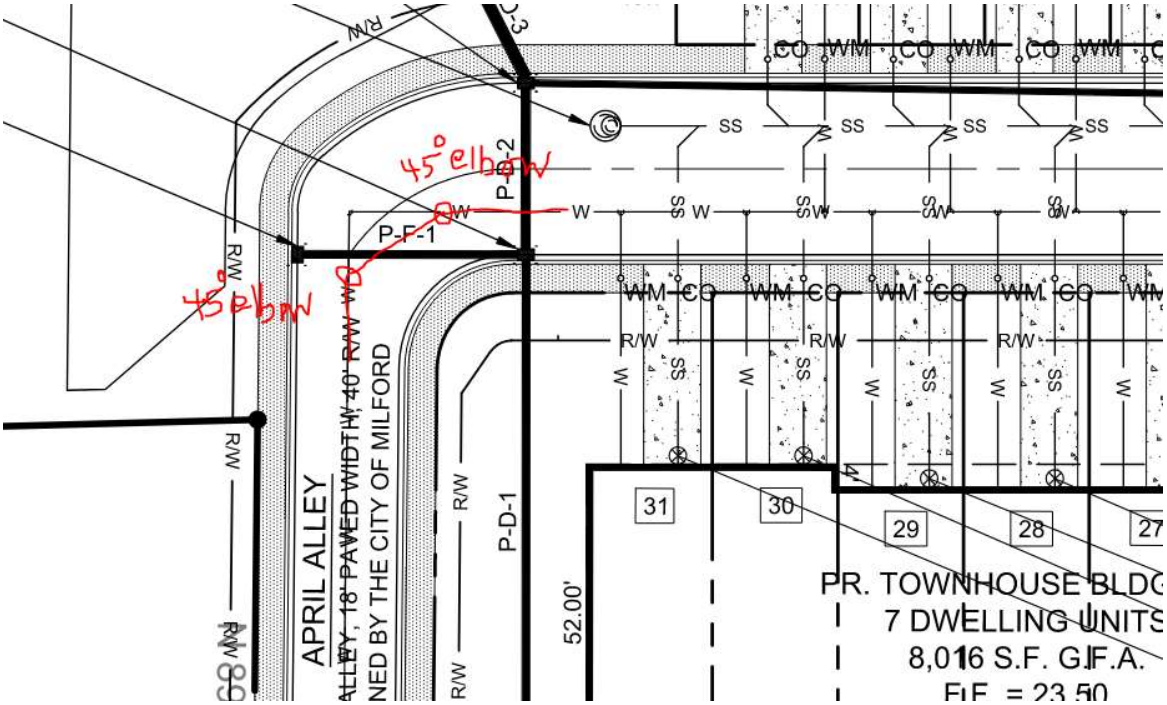


31. Add additional labels to all existing contours so the proposed contour tie-ins can be confirmed. **Addressed.**
32. Provide spot elevation at each corner of the buildings on the grading plan. **Addressed.**

33. Show the proposed water connection on the utility plan and specify the connection type. Comment Remains. The water connection shall be a 12" X 8" tapping sleeve. Revise label accordingly. **Addressed.**
34. Verify if the water line that is shown along the east of Truitt Avenue is existing or proposed. If this is an existing water main, show in gray scale. **Addressed.**
35. Loop the water line down the 18" wide roadway and connect into Truitt Avenue. In addition, install temporary blow-off or a fire hydrant at any location where the water line ends at the end of each phase. **Addressed.**
36. Show the 50' riparian buffer per Chapter 230-44(B)(2). Comment Remains – Add a note to the cover sheet that no buildings, structure, or paved surfaces, except stairs and ramps, fences, open decks, patios or docks shall be permitted to be constructed under naturally occurring riparian buffer conditions nearer than fifty feet to the shoreline as defined by the mean high-water line of any non-tidal freshwater water body, lake, pond, or blue-line stream as depicted on the most recent revisions of the United States Geological Survey Topographic Quadrangle Map. This primarily applies to lot 24. **Addressed.**
37. Per City of Milford's Standard Specifications, sanitary sewer laterals and water services must maintain a minimum of ten feet (10') of separation. Revise the plans accordingly. **Addressed.**
38. Currently, the size of the water main and services are not labeled. Provide the water size and material on the utility plan and revise the plan accordingly. Comment Remains. Per City of Milford's Standard Specifications, the water main shall be PVC C-900. In addition, water service lines shall be polyethylene, 1-inch diameter SDR-9 copper tube size. The service line shall conform to AWWA C901 and ASTM D-2737. Revise accordingly. **Addressed.**
39. Per City of Milford's Standard Specifications, there shall be a sanitary cleanout 5' from each residential lot. Revise the plans accordingly. **Addressed.**
40. Place all proposed water meters and sanitary sewer cleanouts centered in the sidewalk. Water meter pits cannot be located within the driveways. Comment Remains. Sanitary sewer cleanouts shall be in the sidewalk and not in the driveways. **Addressed.**
41. Provide P-G-1 in the storm pipe schedule and revise the plan accordingly. **Addressed.**
42. Currently, the storm drain pipes P-C-1 and P-C-2 are marked to be fill 6" in the Storm Drain Schedule. Clarify why these pipes need to fill 6". Comment Remains. Comment Remains – The outlet pipe for pond #3 shall be attached to a structure with multi-stage flow discharge to regulate the in-flow to pond #4. Half-filling P-C-1 and P-C-2 pipes is not practical and will create more problems like blockage down the road. We will be looking to KCD to comment on the situation as the pipe is part of a SWM facility. In addition, the direction of the arrow for pipe P-C-1 should be reversed to show the correct flow direction. **Comment Remains. Provide KCD approval.**
43. Specify the size and material of the sewer lateral in the plan. **Addressed.**
44. Provide the slope for all sanitary sewer laterals. In addition, provide the inverts for the laterals so the slopes can be verified. Sanitary sewer laterals shall not be less than 2%. **Addressed.**

45. For lots 1-14, water and sewer services shall come straight out into the street and connect to the existing main. A new parallel main or joint service line will not be permitted on private property as shown, revise accordingly. **Addressed.**
46. Loop the water line down the 18’ wide roadway and connect into Truitt Avenue. **Addressed.**
47. Provide a cross-section for the 18’ wide roadway. **Addressed.**
48. Label the duplex residual lot on Truitt Avenue and show the water and sewer services to the property. **Addressed.**
49. Currently, the water main is shown to be very close to sanitary sewer manhole SS-2. Revise the plans so the water main is at least 10’ from the sanitary sewer line. **Addressed.**
50. Provide isolation valves at the Tee at the junction of Truitt Ave. and Lilac Lane. Comment Remains. See the image below for water main layout. **Addressed.**





51. Identify all features with labels or show in the legend in the Fire Marshall Plan. For example, the water main and the storm drain piping are not clearly identified. **Addressed.**
52. Townhomes must be separated by internal two-hour rated assemblies (Class "C" Fire Barrier). Provide sectional detail of fire assembly between dwellings in Fire Marshall Plan. Comment Remains. **Comment Remains. Per engineer's response, they will coordinate with the architect of record to determine the appropriate fire assembly.**
53. Provide tree planting and preservation plan meeting the requirements of Chapter 230-19.8(F). The code requires a rate of 1 tree per 10,000 square feet. Street trees count towards this ratio. Additionally, show all landscape buffers, recreational amenities, etc. Cash in lieu option is also available. Comment Remains. Comment Remains – A Landscape plan is required as part of the preliminary major subdivision review. Chapter 200-8(G)(1)(f) requires shade trees 150 feet on center on each side of the road. Add trees to the Landscaping plan or request a waiver from this requirement. In addition, Chapter 230-19.8(F)(2) requires one tree per 10,000 square feet of lot area for residential development. Provide the required tree planting or request a variance from this requirement. The city code does not provide for a cash-in-lieu option for tree planting. **Comment Remains. A waiver shall be requested if shade trees cannot be located 150 feet on center on both sides of the street.**
54. Per Chapter 200-8(G)(f), show the required street trees or request a waiver. Comment Remains. Comment Remains. Comment Remains – Per engineer's response, the owner will either retain a landscape architect or negotiate a cash-in-lieu option with the city. **Comment Remains. A waiver shall be requested if shade trees cannot be located 150 feet on center on both sides of the street.**

55. Label any proposed curbing on the Record Plan and revise the plan accordingly. **Addressed.**
56. Turn off the utilities layer in the record plan. Only show the proposed utility easements. **Addressed.**
57. Label the width of the proposed sidewalk on the record plan. **Addressed.**
58. Currently, the Record Plan does not show the location of ADA ramps. Revise the plans to show the location of all the ADA ramps. In addition, show detectable warning surfaces for the ADA ramps and revise the plans accordingly. **Addressed.**
59. Provide the metes and bounds for the proposed properties in the record plan. **Addressed.**
60. Provide a unique identifier for each open space parcel and add a list of open space parcels with their areas to the Data Column on the cover sheet. **Addressed.**
61. Adjust the plans or submit individual variance applications for the following lots. All variance and waiver requests need to be added to the cover sheet. The waiver and variance approval dates will need to be added with the final plans if they are approved. Comment Remains. Provide approval from the Board of Adjustment. In addition, the variance note should include the code requirement and the requested reduction or exceedance from the zoning code requirement. Corner lots have two front setbacks, not a front and a side setback. Any corner lot that does not meet the setback requirement will need variance approval from the Board of Adjustment. Some of the variance notes listed are incorrect and refer to a side setback reduction. Comment Remains – There are variances that are not listed in the front page, see comment 1.m and 11. **Addressed.**
    a. Lot 7 – front along Lilac Lane.
    b. Lot 8 – front along Lilac Lane.
    c. Lot 18 – front along Lilac Lane.
    d. Lot 31 – front – along 18-foot-wide Lilac Lane.
    e. Lot 15 – Side – aggregate not 30 feet.
    f. Lot 19 – Side – aggregate not 30 feet.
    g. Lot 24 – Side – aggregate not 30 feet.
    h. Lot 32 – Side – aggregate not 30 feet.
    i. Lot 39 – Side – aggregate not 30 feet.
    j. Lot 32 through 39 – rear (individual applications for each).

62. Show the building restriction line for the proposed two-family dwelling. Comment Remains – The building restriction line is shown incorrectly. The setbacks are 30 feet from the front property line. Corner lots have two front yards. Provide setback dimensions for the duplex lots. **Addressed with comment. Per engineer's response "After deliberation with the owner, a single-family dwelling is more achievable in place of a two-family dwelling."**

63. Label the proposed road types per Chapter 200-8(A)(14)(a) in the record plan. **Addressed.**
64. Will the developer be providing fire lines to each building? If so, show these on the preliminary utility plan. **Acknowledged.**
65. Coordinate electric design with the Electric Department. **Comment noted by the engineer.**
66. Currently the City is reviewing the water and sewer system impacts and may require capacity improvements. **Addressed with comment. The UFC was completed, and a copy was provided to the applicant.**
67. Submit the following for final approval:
    a. Kent Conservation District Approval for the Stormwater and Erosion & Sediment Control Plans. **Comment Remains.**
    b. Fire Marshal Approval. **Comment Remains.**
    c. DHSS Office of Engineering. **Comment Remains.**
68. Lot breakdown table to show the actual lot areas is not shown on the plan. Provide lot breakdown table. **Addressed.**
69. Depressed curb shall be proposed in front of ADA ramps and driveways. Add depressed curb to the legend and labels in the plan that shows the location of depressed curb. Comment Remains – Label a typical depressed curb in the plan view. **Addressed.**
70. Provide storm drain and sanitary sewer profiles with the final submission. **Comment Remains.**
71. Provide flow arrows for the storm drain pipes. **Addressed.**
72. There needs to be a consistent curb line and right-of-way cross section for Truitt Avenue along the entire extents of the project. The curb line appears to follow the current edge of pavement which is inconsistent through this area. **Addressed.**
73. The front setbacks for all lots appear to be dimensioned from the back of sidewalk instead of the edge of the public right-of-way. Update the plan to meet the setback requirements or request variances for each front setback individually. **Addressed.**
74. Chapter 230-43(D) states:

    "No buildings, structures, impervious surface, fill, obstructions to drainage, or land disturbance shall be situated closer than 25 feet to a delineated wetlands area. The placement of fill, regrading, or other obstructions to surface sheet flow, or the clearing or removal of natural vegetation within this setback area, shall be prohibited, unless in conjunction with a permit to fill and/or eliminate the wetland areas under State and/or federal permit, including nationwide permits authorized by the United States Army Corps of Engineers." There is significant grading proposed within the wetland buffer area. Revise the grading plan or submit a variance application to the Board of Adjustment indicating the proposed amount of disturbance. Also, the wetland buffer appears to be extremely close to the proposed townhouses on Lots 24 & 39. During the

construction of these two units, grading activities would likely occur within the required wetland buffer area and a variance should be sought. **Addressed.**

75. How will the interior lots access their rear yards? **Addressed.**
76. A FEMA LOMC (Letter of Map Change) will be required prior to final major subdivision approval. **Comment Remains.**
77. Currently, the materials for sanitary sewer main and services are not listed correctly on the utility plans and on the sanitary sewer schedule. Pipe material for all proposed sanitary sewer main and services are PVC pipe and shall equal or exceed the requirement of ASTM-D-3034 and shall have a minimum standard dimension ratio (SDR) of 35. Revise the labels on the utility plan and the type on the sanitary sewer tables on sheet C2.1. **Addressed.**
78. We recommend revising the water and sewer services to lots 25-31 and 32 to 39 to have adequate (10') horizontal separation. This can be achieved by having a water-water-sewer-sewer connection pattern. **Addressed.**

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

Sincerely,

Ardalan Faghri,
Senior Design Engineer

Thomas K. Fruehstorfer
Senior Project Manager

City of Milford, Delaware
Development Advisory Committee

Comment Sheet

****

DATE OF REVIEW: September 17, 2024

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

INDIVIDUAL REVIEWERS: **William C. Kelly, CFI, Asst. Chief Technical Services**
Jefferson L. Cerri, CFI, Sr. Fire Protection Specialist

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

RE: MJSP 004-2024 / Carlisle Lane, LLC

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. (Mercantile)
- Water distribution system capable of delivering at least 1000 gpm for 1-hour duration, at 20-psi residual pressure is required. Fire hydrants with 800 feet spacing on centers. (Assembly and Townhouses)
- Where a water distribution system is proposed for single-family dwellings it shall be capable of delivering at least 500 gpm for 1-hour duration, at 20-psi residual pressure. Fire hydrants with 1000 feet spacing on centers are required. (One & Two- Family Dwelling)
  - One- and Two-Family dwellings are required by law to offer the homeowner an automatic sprinkler system, therefore infrastructure should accommodate water needs.
- 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

- For townhouse buildings, provide a section / detail and the UL design number of the 2-hour fire rated separation wall on the Site plan.

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 Truitt Avenue 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)
- Townhouse 2-hr separation wall details shall be shown on site plans
- 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

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
OCTOBER 2024

APPLICATION: Carlisle Lane, LLC
APPLICATION #: MJSP 004-2024
REVIEWING AGENCY: Kent Conservation District
CONTACT PERSON: Cullen Baker
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 1 acre, 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.). A completed application, review fee, stormwater report, site plans, and review checklist are due at the time of 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. The 100-year flood zone is missing from the plans. It appears that the proposed townhomes on the west side of the property, as well as pond 4 are placed within the floodplain. These should be relocated.
2. The 6 unit townhomes to the NW of the property encroach into the wetland setback area. These should be adjusted.
3. There is no maintenance access to pond 2. Please add a permanent 15ft easement behind lots 8-14 to access the stormwater pond.
4. Most current forms, fee schedules, and checklists may be accessed from KCD's website https://www.kentcd.org/services/sediment-stormwater/design-permitting/
5. A letter of no objection to recordation will be provided upon approval of a Sediment and Stormwater Management Plan.

May 5, 2025

To: City of Milford, Delaware

Planning Commission and
City Council

Here on Truitt Ave, some of us recently became aware of a proposal to allow 38 townhomes to be built in a vacant lot in the 300-500 area

I live at 510 Truitt Ave and am disabled. I have tried to walk the neighborhood and knock on doors to get signatures to encourage both the Planning Commission and the City Council to reconsider the scope of this proposed work.

A few items became clear.

1) Most of the people in this neighborhood were unaware of this proposal and the scope of this proposal

2) Upon realizing the extent of the building project, the lack of quest parking, the number of potential cars that would be added to the neighborhood and local traffic many were opposed to this plan as it was proposed

I am sure I did not follow some preset rules about collecting signatures, but I have tried.
I am giving you the one original and a copy of the original.

We generally object to this proposal for the following reasons:

1) Not enough notificaion to the current owners and residents
2) not enough parking and guest parking in the planning. Increase in traffic
3) A vision that will enrich the owner but it is perceived it will not contribute to the local community in a positive manner.
4) The concern that many of these units will end up as rentals and crime will increase.

I encourage the City Council and Planning Commision to review this proposal carefully and to think of the people living in this small neighborhood. Also I think it would be wise to create a package clearly spelling out the scope of work, time frame, numbef of units etc., and send this to all families in this area and allow a vote to be taken.

Sincerely

Moira Cleary
510 Truitt Ave
Milford, DE 19963
661-309-2520
moiracleary@ymail.com

Stop or Amend the Proposed Development of 39 Town homes on Truitt Ave

We live in a quiet neighborhood on Truitt Ave that we love and value. Over the years, it has become a sanctuary for us, an escape from the hustle and bustle of the world. But now, our peace is threatened by a proposal to develop 39 town homes in our street.

This development would not only disrupt our tranquility but would also put an immense strain on our local infrastructure and might even disrupt our local flora and fauna. According to the U.S. Census Bureau, such heavy intensification endeavors can lead to a 30-40% increase in noise pollution (U.S. Census Bureau, 2020). Not to mention the probable traffic problems due to the increase in the number of residents.

We ask the city council and the planning department of the City of Milford to reconsider this decision. Preserve the character of our neighborhood on Truitt Ave and stop or reduce the proposed town home development from 39 units down to a maximum of 20.

Our main concerns are as follows:

a) The town homes not being owner occupied but end up as rental units;

b) Increase in crime;

c) Substantial increase in traffic;

d) Street parking as the current plan has no guest parking and a bare minimum of 2 spaces per unit but the units are to be 3 bedrooms each;

e) Reduction in the value of our single residential homes.

Please, sign the petition and lend your voice to our cause.

NAME	ADDRESS	Milford	SIGNATURE
Violet E Sorden	507 Truitt Ave.	Milford	Violet E Sorden
Hanif Pajic	506 Truitt Ave	Milford	Hanif Pajic

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c) Substantial increase in traffic
d) Street parking as the current plan has no guest parking and a bare minimum of 2 spaces per unit but the units are to be 3 bedrooms each
e) Reduction in the value of our single residental homes

Please, sign the petition and lend your voice to our cause.

PRINT NAME	ADDRESS	CITY	SIGNATURE
Joseph Reed Jr.	501 Truitt Ave	Milford DE 19963	
Miriam Carrillo	407 Truitt Ave	MILFORD	
Everett Warner	303 Truitt Ave	MILFORD	
Jasmoney	502 West St	MILFORD	Jasmon Gray
		MILFORD	
		MILFORD	
		MILFORD	
		MILFORD	
		MILFORD	
		MILFORD	
		MILFORD	
		MILFORD	
		MILFORD	

Print	Address		Signature
Shelaine Wright	306 Truitt Avenue	Milford	(302) 382-7183
Lorraine Riddick	318 Northwest 5th St.	Milford	302-682-1531
Vanessa Riddick	310 Northwest 5th St.	Milford	302-682-1527
Sandy Saldana	306 West St.	Milford	
Luis A Saldana	306 West St	Milford	Luis Saldana 6
Gina Scott	518 Truitt AVE.	Milford	Gina Scott
Elaine Lofland	512 Truitt AVE	Milford	Elaine Lofland
Eric Smith	517 Truitt AVE	Milford	
Brianna Chorder	517 Truitt AVE	Milford	
		Milford	
		Milford	
		Milford	

THE CITY of Milford DELAWARE

Scale: 0 120 240 Feet

Drawn by: WRP

Date: 09/16/24

Filepath: MajorSub_CarlisleLane.aprx

Title:

Preliminary Major Subdivision

Carlisle Lane, LLC

Location & Zoning Ma

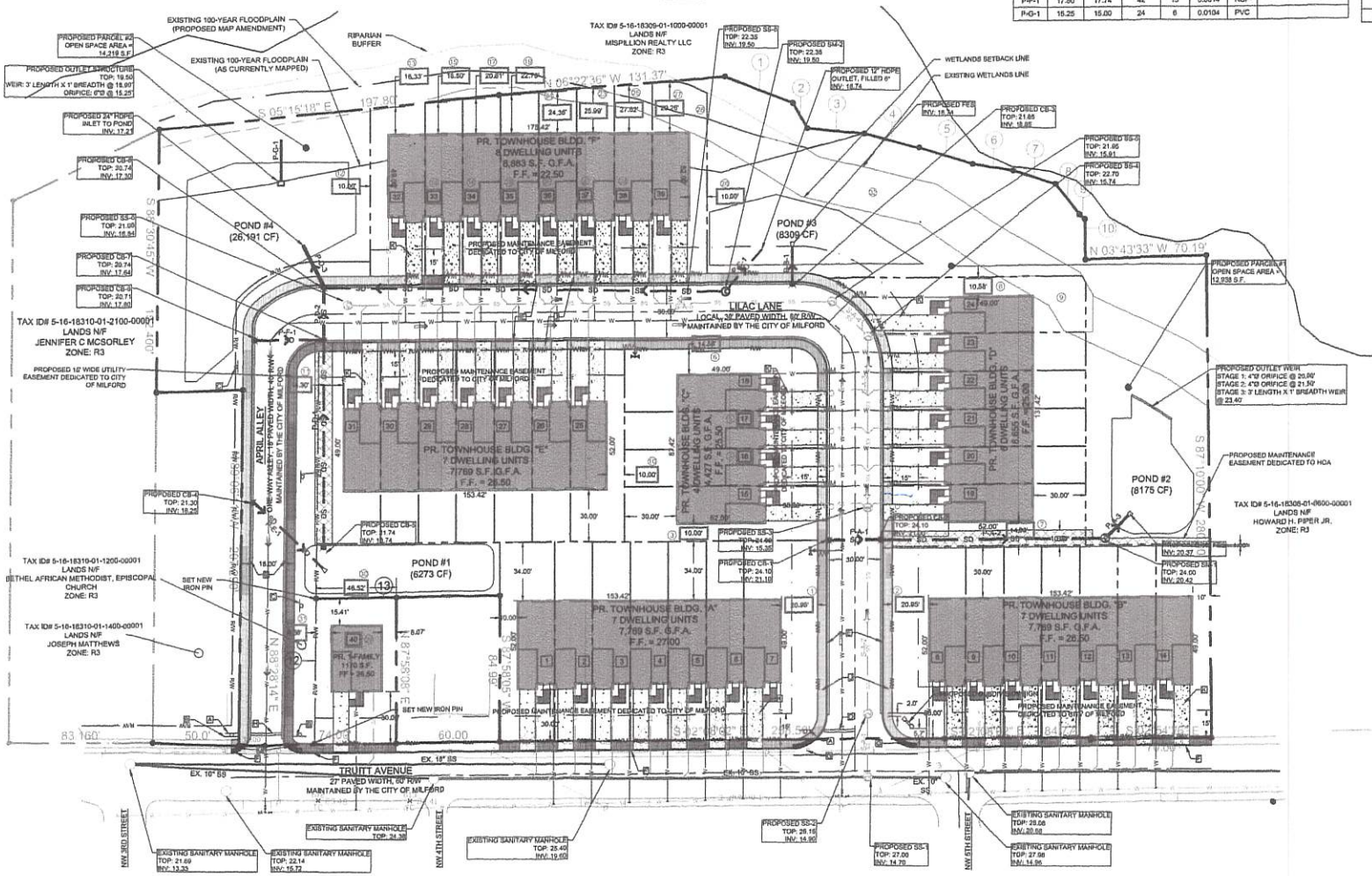
SANITARY SEWER PIPE SCHEDULE							
TAG	INVERT IN	INVERT OUT	LENGTH (LF)	SIZE (IN.)	SLOPE (FT./FT.)	TYPE	REMARKS
S-A-1	14.90	14.80	32	8"	0.003	SCH40 PVC	
S-A-2	15.35	15.00	116	8"	0.003	SCH40 PVC	
S-A-3	15.74	15.45	95	8"	0.003	SCH40 PVC	
S-A-4	15.91	15.84	24	8"	0.003	SCH40 PVC	
S-A-5	16.84	16.01	278	8"	0.003	SCH40 PVC	

SANITARY STRUCTURE SCHEDULE					
TAG	STRUCTURE	TOP	INVERT IN	INVERT OUT	BOX SIZE (I.D.)
SS-1	MANHOLE	27.00	14.80	14.70	48"Ø
SS-2	MANHOLE	26.15	15.00	14.80	48"Ø
SS-3	MANHOLE	24.00	15.45	15.35	48"Ø
SS-4	MANHOLE	22.70	15.84	15.74	48"Ø
SS-5	MANHOLE	21.95	16.01	16.84	48"Ø
SS-6	MANHOLE	21.00	16.94	16.84	48"Ø

STORM STRUCTURE SCHEDULE							
TAG	STRUCTURE	TOP	INVERT IN	INVERT OUT	BOX SIZE (I.D.)	GRATE	TOP UNIT
CB-1	CATCH BASIN	24.10	21.10	21.10	34"X24"	TYPE 1	TYPE C
CB-2	CATCH BASIN	24.10	21.10	21.10	34"X24"	TYPE 1	TYPE C
CB-3	CATCH BASIN	21.85	18.85	18.85	34"X24"	TYPE 1	TYPE C
CB-4	CATCH BASIN	21.30	18.25	18.25	34"X24"	TYPE 1	TYPE C
CB-5	CATCH BASIN	21.74	18.74	18.74	34"X24"	TYPE 1	TYPE C
CB-6	CATCH BASIN	20.71	17.80	17.80	34"X24"	TYPE 1	TYPE C
CB-7	CATCH BASIN	20.74	17.74	17.64	34"X24"	TYPE 1	TYPE C
CB-8	CATCH BASIN	20.74	17.40	17.30	34"X24"	TYPE 1	TYPE C
SM-1	STORM MANHOLE	24.00	20.52	20.42	48"Ø		
SM-2	STORM MANHOLE	22.35	19.80	19.50	48"Ø		

STORM PIPE SCHEDULE							
TAG	INVERT IN	INVERT OUT	LENGTH (LF)	SIZE (IN.)	SLOPE (FT./FT.)	TYPE	REMARKS
P-A-1	21.10	21.00	28	18	0.0036	HDPE	
P-A-2	20.99	20.52	127	18	0.003	HDPE	
P-A-3	20.42	20.37	16	18	0.0031	HDPE	
P-B-1	18.85	18.74	28	15	0.0039	HDPE	
P-C-1	19.87	19.59	30	12	0.020	HDPE	FILL PIPE 6"
P-C-2	19.50	17.40	225	12	0.0093	HDPE	FILL PIPE 6"
P-D-1	18.74	17.74	123	15	0.0081	HDPE	
P-D-2	17.64	17.55	28	18	0.0032	RCP	
P-D-3	17.39	17.21	27	24	0.0033	HDPE	
P-E-1	21.30	18.25	55	15	0.0045	RCP	
P-F-1	17.80	17.74	42	15	0.0014	RCP	
P-G-1	16.25	15.00	24	6	0.0104	PVC	

BOUNDARY SCHEDULE			
LINE	BEARING	DISTANCE (FT)	
1	S 19°20'41" W	42.46	
2	S 58°37'57" W	17.46	
3	S 04°13'02" W	33.02	
4	S 12°52'36" W	33.28	
5	S 16°35'15" W	32.40	
6	S 06°00'44" W	23.92	
7	S 16°35'42" W	25.77	
8	S 50°29'33" W	22.77	
9	S 37°57'07" W	4.08	
10	S 87°07'49" W	22.87	
11	S 87°10'00" W	1.50	
12	N 87°14'02" E	84.41	PROPOSED
13	S 02°47'35" E	48.52	PROPOSED



LEGEND (APPLIES TO PLAN)

- A "STOP" SIGN, POST MOUNTED
- B "DO NOT ENTER" SIGN, POST MOUNTED
- C "ONE WAY" SIGN, POST MOUNTED
- D 16" X 15' PAINTED STOP BAR
- E TYPE 3-6 P.C.C. CURB AND GUTTER
- F TYPE 1-6 P.C.C. CURB
- G TACTILE PAVERS IN ACCESSIBLE SIDEWALK RAMP
- H 16" X 18' PAINTED STOP BAR
- J 5' WIDE CONCRETE SIDEWALK
- K 9' WIDE CONCRETE DRIVEWAY (TYP, ALL PR. DWELLING UNITS)

39.

0' 30' 60' 90'
SCALE: 1"=30'

REVISION	DATE
-	

CONSULTING ENGINEERS
CONSTRUCTION MANAGERS
P.O. BOX 488
SMYRNA, DE 19977
Tel: 302 659-0000
Fax: 302 659-0909
Email: ed@i3allc.com

PROJECT#: MATT FEINDT
DRAWN: G.P.C
CHECKED: E.H.I.
SCALE: AS NOTED
SUBMISSION: PRELIMINARY
DATE: FEBRUARY 6, 2025

PROJECT DATA:

Truitt Townhomes

506 TRUITT AVENUE
MILFORD, DE 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID# 5-16-18306-01-0700-00001

DRAWING TITLE:

SITE PLAN

DRAWING NUMBER: C1.2

IDE³ ASSOCIATES

Consulting Engineers | Construction Management

P.O. Box 498 Smyrna, DE 19977 Ph: 302-659-9090 Fax: 302-659-0909

February 27, 2025

Rob Pierce
Planning Director
City of Milford
180 Vickers Drive
Milford, Delaware 19963

REF: Truitt Townhomes – Variance Application BOA-087-2025

Dear Rob,

We are representing the developer in this application to the Board of Adjustment for the above-mentioned project. We are seeking relief from the zoning code for the following variances and our reasoning, respectively:

Variance #1

Chapter 230-11(D)(3)(e) states the "minimum front yard setback line shall be 30 feet." For Proposed Lot 7, the applicant is seeking a variance to reduce the front yard setback from 30 feet to 20.9 feet along Lilac Lane, resulting in a 9.1-foot reduction in the front yard setback.

1. **The nature of the zone where the property lies.**
   Lot 7 is in the R-3 Garden Apartment and Townhouse zoning district. The proposed townhouse is a permitted used in this zoning district.
2. **The character and use of the immediate vicinity and the contained uses therein.**
   Lot 7 is part of the Truitt Townhouses subdivision under an active land development application with the City of Milford. Along Truitt Avenue, there are existing single-family dwellings that are within 30 feet from the street frontage.
3. **Whether, if the restriction upon the applicant's property were removed, such removal would seriously affect such neighboring properties and uses.**
   In this case, the removal of the restriction would not seriously affect the neighboring properties because the lot is uniform with the rest of the proposed lots regarding bulk coverage, bulk area, and rear and front yard setbacks.
4. **Whether, if the restriction is not removed, the restriction would create unnecessary hardship or exceptional practical difficulty for the owner in relation to his efforts to make normal**

TRUITT TOWNHOMES

PRELIMINARY MAJOR SUBDIVISION PLANS

504 TRUITT AVENUE
MILFORD, DELAWARE, 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID 5-16-18306-01-0700-00001

PRELIMINARY SET
NOVEMBER 13, 2024

VARIANCES REQUESTED

LOT 7
1. VARIANCE FROM 230-11(D)(3)(E) TO PERMIT A 20.0' FRONT YARD SETBACK AT CORNER LOT (30 FEET REQUIRED)

LOT 8
2. VARIANCE FROM 230-11(D)(3)(E) TO PERMIT A 20.0' FRONT YARD SETBACK AT CORNER LOT (30 FEET REQUIRED)

LOT 15
3. VARIANCE FROM 230-11(D)(3)(G) TO PERMIT A 10' AGGREGATE SIDE YARD SETBACK (30 FEET REQUIRED)

LOT 16
4. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 65% LOT COVERAGE (60% MAXIMUM ALLOWED)

LOT 17
5. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 65% LOT COVERAGE (60% MAXIMUM ALLOWED)

LOT 18
6. VARIANCE FROM 230-11(D)(3)(E) TO PERMIT A 14.5' FRONT YARD SETBACK AT CORNER LOT (30 FEET REQUIRED)

LOT 19
7. VARIANCE FROM 230-11(D)(3)(G) TO PERMIT A 14.0' AGGREGATE SIDE YARD SETBACK (30 FEET REQUIRED)

LOT 24
8. VARIANCE FROM 230-11(D)(3)(G) TO PERMIT A 10.5' AGGREGATE SIDE YARD SETBACK (30 FEET REQUIRED)
9. VARIANCE FROM 230-43(D) TO PERMIT 945 SQUARE FEET OF LAND DISTURBANCE FOR GRADING ACTIVITIES IN THE WETLAND BUFFER

LOT 25
10. VARIANCE FROM 230-11(D)(3)(G) TO PERMIT A 10.0' AGGREGATE SIDE YARD SETBACK (30 FEET REQUIRED)

LOT 31
11. VARIANCE FROM 230-11(D)(3)(E) TO PERMIT A 14.0' FRONT YARD SETBACK AT CORNER LOT (30 FEET REQUIRED)

LOT 32
12. VARIANCE FROM 230-11(D)(3)(G) TO PERMIT A 10.0' AGGREGATE SIDE YARD SETBACK (30 FEET REQUIRED)
13. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 16.30' REAR YARD SETBACK (30 FEET REQUIRED)

LOT 33
14. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 66% LOT COVERAGE (60% MAXIMUM ALLOWED)
15. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 19.4' REAR YARD SETBACK (30 FEET REQUIRED)

LOT 34
16. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 65% LOT COVERAGE (60% MAXIMUM ALLOWED)
17. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 20.5' REAR YARD SETBACK (30 FEET REQUIRED)

LOT 35
18. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 63% LOT COVERAGE (60% MAXIMUM ALLOWED)
19. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 22.7' REAR YARD SETBACK (30 FEET REQUIRED)

LOT 36
20. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 62% LOT COVERAGE (60% MAXIMUM ALLOWED)
21. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 24.3' REAR YARD SETBACK (30 FEET REQUIRED)

LOT 37
22. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 62% LOT COVERAGE (60% MAXIMUM ALLOWED)
23. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 25.8' REAR YARD SETBACK (30 FEET REQUIRED)

LOT 38
24. VARIANCE FROM 230-11(D)(3)(C) TO PERMIT 61% LOT COVERAGE (60% MAXIMUM ALLOWED)
25. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 27.6' REAR YARD SETBACK (30 FEET REQUIRED)

LOT 39
26. VARIANCE FROM 230-11(D)(3)(G) TO PERMIT A 10' AGGREGATE SIDE YARD SETBACK (30 FEET REQUIRED)
27. VARIANCE FROM 230-11(D)(3)(F) TO PERMIT A 29.2' REAR YARD SETBACK (30 FEET REQUIRED)
28. VARIANCE FROM 230-43(D) TO PERMIT 815 SQUARE FEET OF LAND DISTURBANCE FOR GRADING ACTIVITIES IN THE WETLAND BUFFER

LOT 40
29. VARIANCE FROM 230-11(D)(1)(A) TO PERMIT A 3986 SQUARE FEET LOT AREA (7500 SQUARE FEET MINIMUM REQUIRED)
30. VARIANCE FROM 230-11(D)(1)(C) TO PERMIT A 46.5' LOT WIDTH (60 FEET MINIMUM REQUIRED)
31. VARIANCE FROM 230-11(D)(1)(D) TO PERMIT A 8.5' FRONT YARD SETBACK AT CORNER LOT (30 FEET REQUIRED)

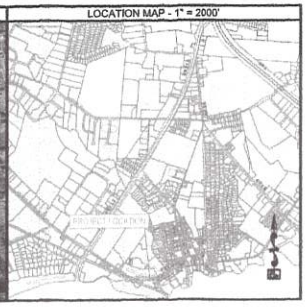
PARCEL #1
32. VARIANCE FROM 230-43(D) TO PERMIT 8600 SQUARE FEET OF LAND DISTURBANCE FOR GRADING ACTIVITIES IN THE WETLAND BUFFER

REQUESTED WAIVERS

1. TO PERMIT A 30 FOOT STREET WIDTH AT THE NORTH AND WEST OF THE SUBDIVISION, TO BE KNOWN AS LILAC LANE. (36 FEET STREET WIDTH REQUIRED PER 200-8(A)(14)(a))
2. TO PERMIT A 43.34 FOOT RIGHT-OF-WAY AT THE NORTH AND WEST OF THE SUBDIVISION, TO BE KNOWN AS LILAC LANE. (60 FEET RIGHT-OF-WAY WIDTH REQUIRED PER 200-8(A)(14)(a))
3. TO PERMIT A 38.34 FOOT RIGHT-OF-WAY AT THE EAST OF THE SUBDIVISION, KNOWN AS TRUITT AVENUE. (60 FEET RIGHT-OF-WAY WIDTH REQUIRED PER 200-8(A)(14)(a))
4. TO PERMIT AN 18 FOOT STREET WIDTH AT THE SOUTH OF THE SUBDIVISION, TO BE KNOWN AS APRIL ALLEY (36 FEET STREET WIDTH REQUIRED PER 200-8(A)(14)(a))
5. TO PERMIT LOT 23 TO BE PLATTED WITHIN THE 25 FOOT WETLAND BUFFER (PRIVATE LOTS MAY NOT BE PLATTED WITHIN THE BUFFER PER 200-8(E)(8))
6. TO PERMIT LOT 24 TO BE PLATTED WITHIN THE 25 FOOT WETLAND BUFFER (PRIVATE LOTS MAY NOT BE PLATTED WITHIN THE BUFFER PER 200-8(E)(8))
7. TO PERMIT LOT 32 TO BE PLATTED WITHIN THE 25 FOOT WETLAND BUFFER (PRIVATE LOTS MAY NOT BE PLATTED WITHIN THE BUFFER PER 200-8(E)(8))
8. TO PERMIT LOT 35 TO BE PLATTED WITHIN THE 25 FOOT WETLAND BUFFER (PRIVATE LOTS MAY NOT BE PLATTED WITHIN THE BUFFER PER 200-8(E)(8))
9. TO PERMIT LOT 36 TO BE PLATTED WITHIN THE 25 FOOT WETLAND BUFFER (PRIVATE LOTS MAY NOT BE PLATTED WITHIN THE BUFFER PER 200-8(E)(8))
10. TO PERMIT LOT 37 TO BE PLATTED WITHIN THE 25 FOOT WETLAND BUFFER (PRIVATE LOTS MAY NOT BE PLATTED WITHIN THE BUFFER PER 200-8(E)(8))
11. TO PERMIT LOT 38 TO BE PLATTED WITHIN THE 25 FOOT WETLAND BUFFER (PRIVATE LOTS MAY NOT BE PLATTED WITHIN THE BUFFER PER 200-8(E)(8))
12. TO PERMIT LOT 39 TO BE PLATTED WITHIN THE 25 FOOT WETLAND BUFFER (PRIVATE LOTS MAY NOT BE PLATTED WITHIN THE BUFFER PER 200-8(E)(8))

VICINITY MAP - 1" = 500'

LOCATION MAP - 1" = 2000'



SHEET LIST TABLE

SHEET INDEX	SHEET NUMBER	SHEET TITLE
GENERAL		
1A	G1.0	COVER SHEET / INDEX
1B	G1.1	GENERAL NOTES
SITE CONSTRUCTION		
2	C1.0	EXISTING CONDITIONS PLAN
3	C1.1	PHASING PLAN
4	C1.2	SITE PLAN
5	C1.3	GRADING PLAN
6	C2.0	UTILITY PLAN
7	C2.1	PIPE SCHEDULES & STRUCTURE TABLES
8	C3.0	ENTRANCE PLAN
9	F1.0	FIRE MARSHAL PLAN
10	L1.0	LANDSCAPE PLAN
11	R1.0	RECORD PLAN

DATA COLUMN - SUBDIVISION

TAX PARCEL ID:	5-16-18306-01-0700-00001 5-16-18306-01-0800-00001 5-16-18310-01-0100-00001 5-16-18310-01-1300-00001 5-16-18310-01-1200-00001
PROPERTY OWNER / DEVELOPER:	CARLISLE LANE LLC 4330 BIG STONE BEACH ROAD MILFORD, DELAWARE 19963 (302) 745-0793
EXISTING ZONING:	R3 - GARDEN APARTMENT AND TOWNHOUSE
PROPOSED ZONING:	R3 - GARDEN APARTMENT AND TOWNHOUSE
EXISTING USE:	1 SINGLE FAMILY RESIDENCE AND 1 CHURCH
PROPOSED USE:	RESIDENTIAL SUBDIVISION W/ 39 TOWNHOUSE LOTS AND 1 SINGLE-FAMILY LOT
SITE AREA WITH BOUNDARIES:	4.59 AC [199,905 S.F.]
MINIMUM PROJECT AREA REQUIRED:	1.0 AC
EXISTING WETLAND AREA:	0.18 AC ON MARCH 5, 2024, HILLIS-CARNES ENGINEERING ASSOCIATES, INC. PERFORMED A WETLAND STUDY AND SITE EVALUATION AND DETERMINED WETLANDS EXIST ON THE SITE
WETLAND AREA DISTURBANCE:	0.00 AC
MINIMUM LOT AREAS:	2000 SF
ACTUAL LOT AREAS:	SEE RESIDENTIAL LOT BREAKDOWN TABLE
MINIMUM LOT WIDTHS:	20 FEET
ACTUAL LOT WIDTHS:	22 FEET
REQUIRED BUILDING SETBACKS:	FRONT: 30 FEET SIDE: 10 FEET, 30 FEET AGGREGATE REAR: 30 FEET
MAXIMUM LOT COVERAGE:	60%
ACTUAL LOT COVERAGE:	60% - REFER VARIANCE REQUEST NOTES FOR LOTS THAT EXCEED.
MAXIMUM BUILDING HEIGHT:	35 FEET
PROPOSED BUILDING HEIGHT:	35 FEET
REQUIRED OPEN SPACE:	275 SQUARE FEET PER DWELLING UNIT OR 0.5 AC (WHICHEVER IS GREATER) 40 D.U. X 275 S.F./D.U. = 11,000 S.F. THEREFORE, 0.5 ACRES PREVAILS
PROVIDED OPEN SPACE:	27,167 S.F. CITY TO DETERMINE CASH-IN-LIEU FOR RECREATION AREA PARCEL #1 = 12,938 S.F. PARCEL #2 = 14,219 S.F.
REQUIRED PARKING:	2.5 SPACES PER DWELLING UNIT 40 UNITS x 2.5 SPACES/UNIT = 100 SPACES
PROVIDED PARKING:	2 SPACES PER DWELLING UNIT 40 UNITS x 2 SPACES/UNIT = 80 SPACES (1 DRIVEWAY SPACE, 1 GARAGE SPACE PER UNIT)
UTILITY PROVIDERS:	WATER: CITY OF MILFORD SEWER: CITY OF MILFORD ELECTRIC: CITY OF MILFORD
ESTIMATED NUMBER OF EDUs:	39 TOWNHOUSE UNITS + 1 SINGLE-FAMILY UNIT = 40 EDUs
FLOODPLAIN:	100-YEAR FLOODPLAIN (ZONE AE) EXISTS WITHIN THE PROPOSED SUBDIVISION BOUNDARY PER FEMA FIRM MAP NUMBER 10005C0041K PANEL 41 OF 800, LAST REVISED MARCH 16, 2015.
TOWNHOUSE REQUIREMENTS:	3 TO 8 DWELLING UNITS PER BUILDING
ARCHITECTURAL REQUIREMENTS:	CHAPTER 230-11(D)(3)): THERE SHALL BE WITHIN ANY CONTIGUOUS GROUP OF TOWNHOUSES AT LEAST THREE DIFFERENT ARCHITECTURAL PLANS HAVING SUBSTANTIALLY DIFFERENT DESIGNS AND BUILDING MATERIALS. IN ADDITION, NO MORE THAN THREE CONTINUOUS TOWNHOUSES SHALL HAVE THE SAME FRONT SETBACK, AND THE VARIATIONS IN FRONT SETBACK SHALL BE AT LEAST FOUR FEET.
MAXIMUM DENSITY:	12 UNITS PER ACRE
PROPOSED DENSITY:	40 UNITS / 4.59 AC = 8.7 UNITS PER ACRE

DATA COLUMN - SINGLE-FAMILY DWELLING

TAX PARCEL ID:	5-16-18310-01-1200-00001
EXISTING ZONING:	R3 - GARDEN APARTMENT AND TOWNHOUSE
PROPOSED ZONING:	R3 - GARDEN APARTMENT AND TOWNHOUSE
EXISTING USE:	1 SINGLE-FAMILY DWELLING
PROPOSED USE:	1 NEW SINGLE-FAMILY DWELLING
MINIMUM LOT AREA:	7500 SF
ACTUAL LOT AREAS:	7500 SF - REFER VARIANCE REQUEST NOTES FOR LOTS THAT EXCEED
MINIMUM LOT WIDTHS:	60 FEET
ACTUAL LOT WIDTHS:	60 FEET - REFER VARIANCE REQUEST NOTES FOR LOTS THAT EXCEED
REQUIRED BUILDING SETBACKS:	FRONT: 30 FEET SIDE: 6 FEET, 0 FEET FOR SHARED WALL IN SEMI-DETACHED BUILDINGS REAR: 15 FEET
MAXIMUM LOT COVERAGE:	40%
ACTUAL LOT COVERAGE:	40% - REFER VARIANCE REQUEST NOTES FOR LOTS THAT EXCEED

CITY ENGINEER APPROVAL

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

CITY ENGINEER _____ DATE _____

CITY OF MILFORD APPROVAL

MARK WHITFIELD, CITY MANAGER _____ DATE _____

CERTIFICATION OF PLAN ACCURACY

I, EDWARD H. IDE, III, P.E., HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER WITH A BACKGROUND IN CIVIL ENGINEERING IN THE STATE OF DELAWARE AND THAT ALL OF THE INFORMATION ON THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY ACCEPTED SURVEYING STANDARDS AND PRACTICES AND BY THE CITY OF MILFORD CODE OF ORDINANCES.

EDWARD H. IDE, III, P.E. LICENSE NO. 9691 DATE _____

CERTIFICATION OF OWNERSHIP

I, CARLISLE LANE LLC, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAN AND THAT THE LAND USE ACTION PROPOSED BY THIS PLAN IS MADE AT MY DIRECTION AND THAT I AUTHORIZE THIS PLAN TO BE RECORDED IN ACCORDANCE WITH THE CITY OF MILFORD CODE OF ORDINANCES.

CARLISLE LANE LLC DATE _____

CITY PLANNING DEPARTMENT APPROVAL

PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH THE MOST RECENTLY ADOPTED AND/OR IDENTIFIED 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.

REVISION	DATE

CONSULTING ENGINEERS
CONSTRUCTION MANAGERS
P.O. BOX 498
SMYRNA, DE 19977
Tel: 302 659-9090
Fax: 302 659-0909
Email: ed@i3dc.com

PROJECT#: MATT FEINDT
DRAWN: G.P.C
CHECKED: E.H.I.
SCALE: AS NOTED
SUBMISSION: PRELIMINARY
DATE#: FEBRUARY 6, 2025

PROJECT DATA:

Truitt Townhomes

504 TRUITT AVENUE
MILFORD, DE 19963
CITY OF MILFORD
KENT COUNTY, DELAWARE
TAX ID# 5-16-18306-01-0700-00001

DRAWING TITLE:

COVER SHEET / INDEX

DRAWING NUMBER: G1.0

§ 200-4. Application procedure.

A. Preliminary Major Subdivision Review.

(1) A preliminary plan and documents, as specified by the Planning Department, shall be prepared by the applicant and submitted in accordance with the submission schedule as determined by the Planning Director, along with the appropriate fees, as specified in § 230-57.

(2) The Development Advisory Committee (DAC) shall review the application and plan. Comments from the DAC must be addressed via either submitting revised plans and/or necessary documents or via a narrative submitted to the Planning Director. The application shall be reviewed by the Planning Department and the City Engineer for general compliance with Chapter 230 Zoning, Chapter 200 Subdivision of Land, the Comprehensive Plan, the City Standard Construction Specifications and other City ordinances. Upon confirmation by the Planning Director that all DAC issues and plan review comments have been addressed satisfactorily, the application will then be scheduled to be heard by the Planning Commission. A preliminary application shall be considered withdrawn if plan review comments are not satisfactorily addressed and preliminary approval is not obtained within twelve (12) months of initial preliminary submission.

(3) A public hearing on the preliminary plan shall be conducted by the Planning Commission. The Planning Commission shall review the application and shall recommend to City Council the approval of the application with or without conditions, denial of the application, or table the application. In case of an unfavorable recommendation for denial by the Planning Commission, such application shall not be approved except by a favorable vote of 3/4 of the City Council.

(4) No hearing shall be held by the Commission until notice of time and place thereof has been provided to the applicant, property owners within 200 feet of the subject property, and to such other interested parties as may be determined by the Planning Director at least 10 days before the date of said hearing. Notice shall be provided as follows:

(a) The Planning Department shall notify by mail all property owners within 200 feet of the extreme limits of the subject parcel as their names appear in the City or County tax record at least 10 days prior to the hearing.

(b) The Planning Department shall provide notice to the general public of the public hearing before the Planning Commission by publishing the date, time, place and nature of the hearing at least 10 days before the hearing in a newspaper of general circulation in the City and posting the same information in City Hall and on the City website.

(c) The Planning Department will also post a notice outlining the date, time, place, and nature of the hearing in a conspicuous location on the property. The published and posted notices shall contain reference to the time and place within the City where text, maps and plans for the proposal may be examined.

(5) City Council shall review the application and shall approve the application with or without conditions, deny the application, or table the application.

(6) Preliminary approval from City Council shall be void after 24 months unless final major subdivision approval is obtained or an extension is requested by the owner and approved for good cause by the City Council prior to the expiration.

B. Final Major Subdivision Review.

(1) A final plat and construction documents, as specified by the Planning Department, shall be prepared by the subdivider and submitted in accordance with the submission schedule as determined by Planning Director, along with the appropriate fees, as specified in § 230-57.

(2) The application shall be reviewed by the Planning Department and the City Engineer for compliance with Chapter 230 Zoning, Chapter 200 Subdivision of Land, the Comprehensive Plan, the City Standard Construction Specifications and other City ordinances. At this time, the applicant shall provide a digital copy of the subdivision plan to the City electric division in order for the City to begin designing the electric infrastructure for the subdivision.

(3) Upon confirmation by the City Planner and City Engineer that all agency approvals have been obtained and all plan review comments have been addressed satisfactorily, the application may be administratively approved by the Planning Director.

(4) Within 90 days of final approval from the City, the subdivider shall record the plat at the County Recorder of Deeds office and provide the Planning Director a receipt of the recordation including the deed book and page number. Prior to recording the plat, at least three copies of the record plat and three copies of the final construction plans must be submitted to the Planning Director for stamping and signing. Two sets will be retained by the City. The City Manager, Planning Director and City Engineer shall sign the approved record plats and construction plans.

(5) Failure to record the approved plat within 90 days from the date of City approval shall void the final approval. In order to obtain final approval after it has been voided, the subdivider must make application for preliminary approval again.

C. Construction Procedures.

(1) Prior to commencement of construction, the developer shall request a pre-construction meeting with the City Engineer. Payment of the required development inspection fee, as adopted by City Council and found in the City Fee Schedule, shall be made prior to the scheduling of the pre-construction meeting.

(2) Improvements within the development shall be constructed per the approved construction plans and the City's Standard Construction Specifications. Any deviations from the construction plans must be submitted to the City Engineer in writing for review and approval.

(3) A performance bond in the amount of 125% of the cost of installation shall be required for the construction of recreational and open space amenities, including but not limited to community buildings, playgrounds, walking paths, landscaping and landscape screening. The performance bond shall be posted prior to the issuance of the first building permit.

(4) Conditional Acceptance of Infrastructure by City Engineer.

(a) Prior to the issuance of building permits, the developer shall obtain conditional acceptance from the City Engineer as outlined in the City's Standard Construction Specifications.

(b) A maintenance bond shall be provided by the developer in the amount of 10% of the improvements to be taken over and maintained by the City.

(c) A performance bond shall be provided by the developer in the amount of 125% of the cost of the top coat and any other item that has not been satisfactorily completed as approved by the City Engineer.

(5) Final Acceptance of Infrastructure by City Council.

(a) Final top coat shall be paved after 75% of building permits have been issued for a project or phase of a project and prior to 90% of building permits having been issued for a project or phase of a project.

(b) Final acceptance of utilities shall not occur until after the paving top coat has been completed.

(c) Upon completion of the top coat paving, the City Engineer may release the top coat performance bond. The 10% maintenance bond will remain in place until one-year after acceptance of the final top coat paving.

(d) Upon completion of the required one-year maintenance period, the right-of-way improvements may be accepted by City Council by resolution.

(e) Upon acceptance by City Council, the maintenance bond shall be released by the City Engineer in its entirety.

[Ord. No. 2022-05, § 3, 1-24-2022; Ord. No. 2023-27, § 3, 7-24-2023]

§ 200-8. General requirements and design standards.

The following shall be deemed to be minimum requirements and may be varied or waived by the Commission only under circumstances set forth in § 200-6:

A. Streets.

(1) The layout, character, extent, width, grade and location of proposed streets shall be established with due regard to:

(a) Public convenience and safety.

(b) Proposed uses of the land to be served by said streets.

(c) Proper relation and connection with and continuation and projection of streets in the adjacent areas, whether these streets are existing or proposed in another subdivision in a neighborhood plan, in the development plan or in the Official Map, as approved or adopted by the Commission.

(d) Topography and other land features.

(2) The layout of proposed streets shall furthermore be arranged in a manner acceptable to the Commission and City Council.

(3) Local streets shall be laid out so as to discourage their use by through traffic.

(4) Where a subdivision abuts or contains an existing or proposed arterial street, limited-access highway or railroad, the City Council may require marginal access or service streets, reverse frontage with screen planting contained in a nonaccess reservation along the rear property line and deep lots with rear service alleys or other treatment, such as parks, which may be necessary for the protection of residential properties and for separation of through and local traffic, with due regard for the requirements of future approach grades and grade separations.

(5) Where a tract of land is subdivided into lots substantially larger than the minimum size required in the zoning district in which a subdivision is located, the Commission may require that streets and lots be laid out so as to permit future resubdivision in accordance with the requirements of this chapter.

(6) Reserve strips controlling access to streets shall be prohibited except where the control and disposal of land comprising such strips has been placed in the governing body under conditions approved by the City Council such as provided in Subsection A(4) above.

(7) Certain proposed streets may be required to be extended to the boundary line of the subdivision to provide access to tracts which may be subdivided in the future. Wherever necessary, when a

street is carried to the boundary line of the subdivision, the City Council may require a temporary turnaround improved to the satisfaction of the City Engineer and of the size specified in Subsection A(16) below at the stub end.

(8) The creation of interconnected streets will be encouraged wherever the City Council finds that such layout will not interfere with traffic convenience and safety. The City Council shall determine the number of connections of streets in the proposed subdivision with existing streets. At least two such connections shall be provided, except where a proposed subdivision only contains one dead-end street.

(9) Street jogs shall be prohibited. Street intersections, where center lines do not meet, shall have center-line offsets of 150 feet or more.

(10) A tangent at least 100 feet long shall be introduced between reverse curves on arterial and collector streets and may be required on all other streets.

(11) Street right-of-way lines deflecting from each other at any point shall be connected with a curve, the radius of which for the inner right-of-way lines shall not be less than 500 feet on arterial streets, 300 feet on collector streets and 100 feet on local streets. The outer right-of-way line shall be parallel to said inner right-of-way line.

(12) Streets shall be laid out so as to intersect as nearly as possible at right angles. The inner right-of-way line of a street intersecting another street at an angle of less than 90° shall be tangent to and follow a curve with a minimum radius of 150 feet centered on the nearest right-of-way line of the intersecting street. The outer right-of-way line shall be parallel to said inner right-of-way line.

(13) Street right-of-way lines at intersections shall be connected with a curve, the radius of which shall be 25 feet.

(14) Street rights-of-way and roadway widths shall be as shown on the official map or development plan and, if not shown thereon, said widths for the various street types, shall not be less than as follows:

(a)

Street Type (feet)	Right-of-Way Width (feet)	Pavement Width (feet)	Pavement Width with Parking One-Side (feet)	Pavement Width with Parking Both Sides (feet)
Arterial	80 to 110	60 to 80	N/A	N/A
Collector	60	38	38	38
Local for all residential areas	60	24	30	36
Local for commercial areas	60	26	32	38
Cul-de-sac and Dead-ends	60	24	30	36
Marginal access	60	24	30	36
*Alley, one-way	20	12	18	24

Note:

* The City reserves the right to modify the minimum right-of-way and roadway widths where utilities or other items exist which would necessitate a wider access.

(b) Proposed subdivision streets serving lots with a lot width of less than 60 feet shall be required to provide on-street parking as outlined Chapter 200-8(A)(14)(a). On-street parking for each side of the street shall be determined based on the proposed minimum lot width for each side of the street.

(15) Half streets shall be prohibited except where essential to the reasonable development of a subdivision in conformity with the requirements of this chapter and where the Commission finds that it shall be practicable to require the dedication of the other half when the abutting property is subdivided. Wherever an approved half street shall be adjacent to a subdivision, the other half of the street shall be platted within said subdivision.

(16) Dead-end streets, designed to be so permanently, shall not be longer than 400 feet and shall be provided at the closed end with a turnaround having an outside roadway diameter of 80 feet and a street right-of-way diameter of 100 feet. Dead-end streets are prohibited in alleys where public services are to be provided.

(17) Street names.

(a) Street names shall be selected so as not to duplicate or be confused with the names of existing streets. Street names shall be subject to the approval of the Commission. It is recommended that all new streets shall be named in the following manner:

General direction	Long	Short (under 1,000 feet)
North and south	Streets	Places
East and west	Avenues	Courts
Diagonal	Roads	Ways
Curving	Drives	Lanes or Circles
Arterial Streets shall be named Boulevards		

(18) Street grades shall not exceed 5%.

(19) Street grades shall be not less than 0.5% wherever feasible.

(20) Changes in street grades shall be connected by vertical curves of suitable length.

(21) The width of streets adjacent to areas designed, proposed or zoned for nonresidential use shall be increased by such amount as may be deemed necessary by the Commission to assure the free flow of through traffic without interference by parked or parking cars and to provide adequate and safe parking space.

(22) All required roads shall be constructed in accordance with the City Standard Construction Specifications.

B. Sidewalks, curbs and shared-use paths.

(1) Sidewalks shall be required in all subdivisions on both sides of the street and shall have a minimum width of 5 feet.

(2) Curbs shall be required in all subdivisions to ensure proper drainage of stormwater.

(a) Where rolled curb is proposed, a minimum 3-foot-wide reserve grass strip shall be required between the sidewalk and the curb.

(b) Sidewalk may be placed directly against upright curb.

(3) All required sidewalks shall be constructed in accordance with the City Standard Construction Specifications.

(4) Shared-use paths shall be connected with existing paths and shall be consistent with the City's Bicycle Master Plan and Comprehensive Plan.

C. Easements.

(1) A stormwater or drainage right-of-way with adequate width shall be provided where a subdivision is traversed by a watercourse, drainageway, channel, pipe or stream. Parallel streets, parkways or greenways may be required in relation thereto.

(2) Each lot in a proposed subdivision shall provide a 5-foot-wide general utility easement on each side lot line, a 10-foot-wide general utility easement along the rear property line, and a 15-foot general utility easement along the frontage of the lot for the installation of City utilities and conveyance of drainage.

D. Blocks.

(1) The lengths, widths and shapes of blocks shall be determined with due regard to:

(a) The provision of building sites suitable to the needs of the type of use contemplated.

(b) Zoning requirements as to lot sizes and dimensions.

(c) The control, safety and convenience of pedestrian and vehicular traffic.

(d) The characteristics of topography.

(2) Block length shall not exceed 1,200 feet or be less than 500 feet in length between street lines.

(3) Block widths shall be not less than 275 feet nor more than 450 feet and shall be planned to provide two rows of lots.

(4) Pedestrian walkways other than those adjacent to streets may be required where deemed essential to provide for circulation or access to schools, playgrounds, shopping centers, transportation and other community facilities. Said walkways shall be not less than five feet wide.

E. Lots.

(1) Lot width, depth, shape and orientation and the building setback lines shall be appropriate for the location of the subdivision, for the type of development and for the use contemplated.

(2) Lot sizes shall conform to the requirements of Chapter 230, Zoning.

(3) Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to comply with the off-street parking and loading requirements contained in Chapter 230, Zoning.

(4) Corner lots shall have sufficient width to provide an adequate building site within all the yard requirements. Corner lots shall have two front yard setbacks fronting each street, one side yard setback, and one rear yard setback.

(5) All lots in a subdivision shall have frontage on a public street meeting the minimum lot width requirements of the zoning code.

(6) Double-frontage lots shall be avoided. Reverse-frontage lots shall be provided where necessary for protection of residential properties from through traffic and adverse nonresidential uses, for separation of through and local traffic and to overcome difficulties of topography or other specific conditions. Screen planting and a fence or wall shall be provided along the rear property line within an easement 10 feet or more in width, across which there shall be no right of access.

(7) Side lot lines shall be at right angles or radial to street lines.

(8) No lots shall be platted on land subject to flooding by the 100-year flood elevation for residential or any other use where danger to life or property or an aggravation of flood hazard may result. Such land should be set aside for uses which would not be endangered by periodic or occasional inundations.

(9) No lots shall be platted within 25 feet of land under the jurisdiction of the U.S. Army Corps of Engineers.

F. General grading.

(1) No final slope on the property shall exceed the normal angle of repose of the soil of said slope as determined by the City Engineer, except where said slope consists of a natural rock formation or is supported by a retaining wall or equivalent of a design acceptable to the City Engineer.

G. Improvements.

(1) In major subdivisions the following improvements are required:

(a) Paved streets.

(b) Street signs meeting the State of Delaware, Department of Transportation, Manual on Uniform Traffic Control Devices, latest edition.

(c) Curbs and gutters. Curbs shall be required on both sides of proposed streets as per the City Standard Construction Specifications.

(d) Sidewalks or shared use paths located on both sides of the street.

(e) Streetlighting.

(f) Shade trees. Shade trees 150 feet on center each side of the road shall be located so as not to interfere with utilities or sidewalks and shall be of the types recommended by a Registered Landscape Architect.

(g) Topsoil protection. No topsoil shall be removed from the site or used as spoil. Topsoil moved during the course of construction shall be redistributed so as to provide at least six inches of cover to all areas of the subdivision and shall be stabilized by seeding or planting.

(h) Monuments. Permanent monuments shall be placed on each corner of any building lot by the developer and along the project boundary and the right-of-way at all corners and tangent points prior to final settlement for the property.

(i) Water mains, culverts, storm sewers and sanitary sewers.

[1] All water installations shall be looped; all sewer and storm sewer systems shall be extended at minimum slope, maximum depth, and connected with an approved method and shall be adequate to handle all present and probable future development.

[2] Water and sewer services shall be made available to all adjacent properties.

[3] Utility easements shall be required to be granted and recorded by the subdivider to allow extension of utilities to neighboring properties.

[4] No underground utility installation shall be covered until inspected and approved by the City.

(2) The developer shall complete all utilities and street improvements not specifically waived by City Council in accordance with the City Standard Construction Specifications and with any additional

requirements specified by the City Council. (3) The developer shall pay the review and inspection fees as set forth in Chapter 230, Zoning, § 230-57, Planning, Zoning and Engineering Fees. The cost for each segment or phase of the development shall be paid prior to commencement of utility construction.

[Ord. No. 2013-7, § 1, 9-23-2013; Ord. No. 2019-13, § 1, 7-22-2019; Ord. No. 2022-05, § 3, 1-24-2022]

§ 200-9. Variances and waivers.

Applicants may request, at the time of application submission, the varying or waiving of requirements of Chapter 200, and the Planning Commission may, at its discretion, recommend to City Council the varying or waiving of said requirements and request conditions that substantially secure the objectives of the requirements so waived. Upon the findings of the City Council that, due to special conditions peculiar to a subdivision or a site, certain requirements of these regulations are inappropriate or that strict compliance with said requirements may cause extraordinary and unnecessary hardships, the City Council may vary or waive said requirements, provided that such variance or waiver shall not be detrimental to the public health, safety or general welfare or have the effect of nullifying the intent and purpose of the Official Map, Chapter 230, Zoning, the Development Plan or this chapter. In varying or waiving certain requirements, the City Council may specify such conditions at will, in its judgment, secure substantially the objectives of the requirements so varied or waived.

[Ord. No. 2019-13, § 2, 7-22-2019]

§ 230-11. R-3 Garden Apartment and Townhouse District.

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

A. Purpose. The purpose of the R-3 District is to provide for the orderly development of existing and proposed medium- to high-density residential areas where adequate public facilities exist. The district will permit development of garden-type apartments as well as townhouses that will yield high densities in selected areas, multifamily dwellings and a variety of housing types.

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

(1) All permitted uses in an R-2 District

(2) Two-family dwellings.

(3) Townhouses.

(4) Garden Apartments.

C. Conditional uses subject to special regulations. All uses specified as conditional uses in the R-1 District and the following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions of Article IX of this chapter and are subject to the area regulations for the R-1 zoning district unless otherwise noted below:

(1) Rooming or boarding houses.

(2) Business or Professional offices (nonresident); minimum lot size one acre.

(3) Nursing homes; minimum lot size one acre.

(4) Manufactured home parks.

(5) Tiny Home Village.

D. Area regulations.

(1) Single-family and two-family dwellings shall be subject to the following area regulations:

(a) Minimum lot area shall be 7,500 square feet.

(b) Maximum lot coverage shall be 40%.

(c) Minimum lot width shall be 60 feet.

(d) Minimum front yard setback line shall be 30 feet.

(e) Side yards shall be provided as follows: each lot shall have at least two side yards eight feet in width, except semi-detached structures, which shall have at least one side yard per lot eight feet in width.

(f) Minimum rear yard setback shall be 15 feet. For corner lots the rear yard setback may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(2) Single-family semi-detached

(a) Minimum interior lot area shall be 4,000 square feet and minimum corner lot area shall be 6,500 square feet.

(b) Maximum lot coverage shall be 40%.

(c) Minimum lot width shall be 40 feet.

(d) Minimum front yard setback line shall be 30 feet.

(e) Side yards shall be provided as follows: each lot shall have at least two side yards eight feet in width, except semi-detached structures, which shall have at least one side yard per lot eight feet in width.

(f) Minimum rear yard setback shall be 15 feet. For corner lots the rear yard setback may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(3) Townhouses or row dwellings, subject to the following requirements:

(a) Minimum townhouse project size shall be one acre.

(b) Minimum lot area shall be 2,000 square feet.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 20 feet.

(e) Minimum front yard setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 30 feet.

(g) Minimum side yard setback shall be 10 feet, aggregate 30 feet.

(h) The number of dwelling units per group shall not exceed eight nor be fewer than three.

(i) The number of dwelling units per acre shall not exceed 12.

(j) There shall be within any contiguous group of townhouses at least three different architectural plans having substantially different designs and building materials. In addition, no more than three continuous townhouses shall have the same front setback, and the variations in front setback shall be at least four feet.

(4) Garden or low-rise apartments, subject to the following requirements:

(a) Minimum apartment project size shall be one acre, with a minimum of 2,500 square feet of lot area for each dwelling unit.

(b) Maximum lot coverage shall be 80%.

(c) Minimum lot width shall be 50 feet.

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

(e) Minimum rear yard setback shall be 30 feet.

(f) Minimum side yard setback shall be 20 feet.

(g) The maximum number of dwelling units per building shall be 24.

(h) The number of dwelling units per acre shall not exceed 16.

(i) Distance between buildings or groups of buildings shall be as follows: each building or group of buildings shall be at least 25 feet from any other building or group of buildings.

(5) Manufactured Home Parks.

(a) The total area to be developed as a mobile home park shall be at least one acre.

(b) The number of dwelling units per acre shall not exceed 8.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 40 feet.

(e) Minimum lot area shall be 4,000 square feet.

(f) Minimum front yard setback shall be 25 feet.

(g) Minimum rear yard setback shall be 15 feet.

(h) Minimum side yard setback shall be 8 feet.

(i) Mobile homes must meet the requirements of the Federal Manufacturer Housing Construction and Safety Standard Act of 1974.

(6) Tiny Home Village.

(a) The total area to be developed as a tiny home village shall be at least one acre.

(b) The number of dwelling units per acre shall not exceed 12.

(c) Maximum lot coverage shall be 60%.

(d) Minimum lot width shall be 25 feet.

(e) Minimum lot area shall be 2,000 square feet.

(f) Minimum front yard setback shall be 20 feet.

(g) Minimum rear yard setback shall be 15 feet.

(h) Minimum side yard setback shall be 8 feet.

(i) Tiny homes must meet the requirements of the adopted building code of the City of Milford.

(7) Heights of buildings shall not exceed 35 feet. Accessory buildings shall not exceed 15 feet in height.

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

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

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

(11) Open space and recreational amenities shall comply with the requirements of Chapter 230-19.7.

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

(13) Accessory structures for non-residential uses shall be located in the side and rear lot areas.

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

[Ord. No. 2022-06, 1-24-2022; Ord. No. 2023-28, § 4, 8-14-2023]

§ 230-19.7. Open space, recreation and other public facilities.

The City of Milford shall require the reservation of open space, recreation and other public facilities in accordance with the provisions of this section as a condition of approval for all one-family dwelling, two-family dwelling and multiple-family dwelling residential developments requiring major subdivision or site plan approval from the City Planning Commission or City Council.

A. Recreation areas.

(1) Purpose. The purpose of this section is to ensure that active recreation areas are provided as an integral design element within residential developments and that such facilities are of an adequate scale in relation to the size of the residential development and which provide residents with a variety of active recreational pursuits.

(2) Dedication required. The City shall require the dedication or reservation of recreation areas, and the subsequent construction of recreation facilities of a character, extent and location suitable to the needs created by a development for recreation facilities as defined and in accordance with the design guidelines set forth.

(3) Definition. The following are illustrative of the types of recreation areas and subsequent facilities that shall be deemed to serve active recreational needs and therefore to count toward satisfaction of the recreation area requirements of this section: tennis courts, handball courts, racquetball courts, swimming pools, saunas and exercise rooms, meeting or activity rooms within clubhouses, baseball and soccer fields, basketball courts, volleyball courts, swings, slides and play apparatus, and developed walking, jogging or biking trails.

(4) Design guidelines.

(a) Accessible. Recreation areas shall be accessible within the development and arranged in a manner which affords reasonable access to all residents within the development. When warranted, recreation areas can be dispersed throughout the development, provided that each remote location is accessible.

(b) Pedestrian oriented. Recreation areas shall be pedestrian oriented and designed with linkages to existing and planned public walkways and with other existing or planned recreation areas.

(c) Age oriented. The nature and scope of planned recreation areas shall reflect an awareness of, and sensitivity toward, the anticipated age groups that would reside within the proposed development.

(d) Parking. Designs consider the need for parking facilities associated with recreation areas.

(e) Walking, jogging and biking trails. Recreation trails shall only be counted toward the recreation area requirement when constructed as an accessory to central recreation facilities. The developed trail shall be the only area counted toward the area requirement.

(f) Setbacks. No structure, equipment or game court surface required under this section shall be located nearer than 30 feet to any lot line of a lot to be used for residential purposes, nor nearer than 25 feet from any right-of-way line.

(g) Landscaping. Where warranted, visual screening of parking areas, game courts, playground areas and other features as necessary to preserve and protect the interests of adjoining residential properties may be required.

(h) Area. The minimum area of a remote recreation area shall be 2,000 square feet.

(5) Area required. All residential developments shall provide recreational areas in a size equal to 275 square feet per dwelling unit or one-half acre of land, whichever is greater. In no case shall the City require that more than 10% of the gross area of the development be so dedicated or reserved when the gross area is greater than five acres.

(6) Cash in lieu of recreation area construction.

(a) Determination of suitability for cash donation. If the City determines that the construction of recreation is not practical due to close proximity to existing available recreation facilities or infeasible due to natural characteristics of the land or will not benefit the residents of the development, the City shall require a full or partial cash in lieu of areas of donation to be made by the developer in lieu of a full or partial dedication of land.

(b) Separate recreation account. The cash donation shall be deposited in a separate account to be used for parks, playgrounds or recreational purposes.

(c) Amount of cash donation. The total amount of cash-in-lieu of active recreation open space shall be equivalent to the appraised pre-improvement value of the land area required. The appraised pre-improvement value shall be based upon an appraisal of the subject property completed at the applicant's expense within six months prior to the date of request for consideration of cash in lieu of recreation area. If the City and/or the applicant do not agree on the land value estimate established by the appraisal, a new appraisal shall be performed by an independent third-party professional real estate appraiser at the applicant's expense. This appraisal shall be awarded on a competitive bid basis to a qualified, certified appraiser that submits the lowest bid. The City shall manage the bid process.

(d) Payment of cash donation. One hundred percent cash donation provided under this section shall be collected prior to issuing the first building permit for the development.

B. Passive Open space.

(1) Purpose. The purpose of this [sub]section is to preserve areas of open space within residential developments which are designed to provide buffer spaces between developing areas, to preserve existing natural and historic features and to establish a network of open spaces within the built environment to provide a balance between developed and undeveloped lands, wildlife

habitat conservation, the preservation of scenic view corridors, and to provide residents opportunities to engage in passive recreation activities.

(2) Dedication required. The City shall require the dedication of open space for the purpose of buffering, landscaping and preservation of natural features which add value to the residential development and to the surrounding community.

(3) Definition. Open space shall include land or an area of water, or combination of land and water, within a development site, and designed and available for the use and enjoyment of residents of the development, not including off-street parking, areas set aside for public facilities and rights-of-way, and areas to be preserved as wetlands and floodplains as required. The following are illustrative of the types of open space areas that shall be deemed to serve buffering and preservation of natural features to count toward satisfaction of the open space requirements of this [sub]section: mature forests and groves, hedge rows, water courses, riparian buffers, historic landmarks and resources, landscaped buffers and berming designed to promote privacy, open landscaped areas suitable for being used and enjoyed for purposes of informal and unstructured recreation and relaxation, stormwater detention ponds when suitably designed to emulate natural features by incorporating irregular shapes, gradual slopes (no greater than 1:4) and appropriate landscape plantings, and irreplaceable environmental assets with values that have been adequately documented.

(4) Design guidelines.

(a) Width. Land areas shall be at least 20 feet in width.

(b) Clearing. Selective clearing of natural vegetation may be permitted to form trails and clearings within woodland areas in accordance with the provisions of Chapter 230-19.8 (tree planting and preservation).

(c) Linked. Open spaces shall attempt to be contiguous and designed with linkages to existing and planned public walkways and with other existing or planned recreation areas.

(5) Area required. In no case shall the City require that more than five percent of the gross area of the development be so dedicated or reserved.

C. Public facilities.

(1) Purpose. The purpose of this [sub]section is to afford the City the opportunity to reserve lands within developing areas which represent important and strategic locations for the distribution of essential public goods and services, such as potential educational facilities, emergency services, and recreational facilities. The Parks and Recreation Department shall advise City Council of any proposed subdivision or site plan that includes lands proposed for use as public parks to be operated by the City.

(2) Dedication optional. Where public facilities are shown or proposed in the City comprehensive plan, or in any other plan or study accepted by the City Council or other public body, and are located in whole or in part in a proposed subdivision or site plan, the City may require the dedication or reservation of the area required in lieu of the requirements of [sub]section 19.7(A).

(3) Definition. The following are illustrative of the types of public facilities that may be considered for reservation or dedication by this [sub]section: schools, utility service lines, future road rights-of-way (other than those planned to serve the proposed development), public buildings, parks, public trails, and recreation facilities.

(4) Area required. In no case shall the City require that more than five percent of the gross area of the development be dedicated for the public facility. Area dedications shall only be allowed when the facility is to be dedicated to the City of Milford for facilities to be operated by the City.

(5) Reservation. Any areas required by any other public bodies or any remaining areas beyond the five percent dedicated to the City under this [sub]section may be set aside by the City for a period of one year to allow the proper authority the opportunity to purchase the area. Upon failure of the proper authorities to purchase such site within one year after the date of the final approval of the project, the developer, upon application, shall be relieved of the responsibility of reserving such land for public purposes.

D. Management and maintenance of common open space and recreational areas.

(1) Management and maintenance required. There shall be provisions which ensure that the common open space land and all public facilities not dedicated to the City of Milford shall continue as such and be properly maintained. These provisions shall be in a form acceptable to the City of Milford. The developer shall either (a) retain ownership and responsibility for maintenance of such open land; or (b) provide for and establish one or more organizations for the ownership and maintenance of all common open space. In the case of (b) above, each organization shall be a nonprofit homeowners' corporation, unless the developer demonstrates that a community open space trust is a more appropriate form of organization.

(2) Homeowners' association requirements. If a homeowners' association or open space trust is formed, it shall be governed according to the following:

(a) Membership mandatory. Membership in the organization is mandatory for all purchasers of homes therein and their successors. The members of the organization shall share equitably the costs of maintaining and developing common open space and recreation areas, in accordance with procedures established by them.

(b) Responsibilities. The organization shall be responsible for maintenance, insurance and taxes on common open space, recreation facilities and open public facilities, including but not limited to roads, gutters, sidewalks, curbs, drainage systems, water distribution systems and sewer facilities not dedicated to the City of Milford.

E. Exemption to recreation area and open space dedication.

(1) Exemptions for small developments.

(a) Residential developments with less than five acres of land and less than ten dwelling units. These developments shall be exempt from the land requirements set forth in [sub]sections A and B, but shall require a full cash donation to be made by the developer in lieu of a dedication of land.

(b) Residential developments with less than five acres of land and between 10 and 20 dwelling units. These developments may be exempt from the one-half acre minimum requirement for recreation areas, but may be required to provide a lesser amount as recommended by the City Council. The City shall require a full or partial donation in lieu of a full or partial dedication of land.

(c) Residential phases. Phases or sections within developments that are commonly owned or commonly proposed for development shall not be considered as individual residential developments qualified for exemptions under this [sub]section.

(2) Amount of cash donation. The total amount of cash-in-lieu of active recreation open space shall be equivalent to the appraised pre-improvement value of the land area required. The appraised pre-improvement value shall be based upon an appraisal of the subject property completed at the applicant's expense within six months prior to the date of request for consideration of cash in lieu of recreation area. If the City and/or the applicant do not agree on the land value estimate established by the appraisal, a new appraisal shall be performed by an independent third-party

professional real estate appraiser at the applicant's expense. This appraisal shall be awarded on a competitive bid basis to a qualified, certified appraiser that submits the lowest bid. The City shall manage the bid process.

(3) Separate recreation account. The cash donation shall be deposited in a separate account to be used for parks, playgrounds or recreational purposes.

(4) Payment of cash donation. One hundred percent cash donation provided under this [sub]section shall be collected prior to issuing the first building permit for the development.

F. Construction phasing. The recreation and open space areas shall be completed in a proportion equal to or greater than the proportion of residential dwelling units completed, except that 100% of the recreation and open space areas shall be completed prior to issuing building permits for the final 20% of the dwelling units proposed. Building permits shall not be issued for dwelling units unless the requirements of this section are met.

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

§ 230-19.8. Tree Planting and Preservation.

A. Purpose. The purpose of this section is to establish standards and requirements for the protection and planting of trees and woodlands because it is recognized that woodlands and trees are not only desirable, but are essential to the health, safety, and welfare of the population in that they provide oxygen, reduce carbon dioxide, stabilize soil, cleanse the air by transpiring clean water into the atmosphere, cleanse water passing into the ground through the root system, provide protection for wildlife and their habitats, provide shade, reduce noise and glare, increase property values, and provide an important physical, aesthetic, and psychological balance to the built environment.

B. Definitions.

CALIPER DIMENSION — The term "caliper dimension" means an outside diameter measurement of the trunk of a tree measured at a vertical distance of three feet above grade.

CLEARING — The removal of trees from an area of 5,000 square feet or greater, whether by cutting or other means. The term "clearing" shall not include the removal of trees for landscaping purposes by individual lot owners.

DESIGN PROFESSIONAL — The term "design professional" shall be any person licensed as a landscape architect or architect, or Delaware certified nursery professional.

DEVELOPMENT AREA — The area containing all new site features (buildings, parking and drive areas, pedestrian walks, stormwater management areas, buffer areas etc. but not underground utilities) proposed by a plan. The development area shall be delineated using property lines and lines run straight across the property from one property line to another without bending or curving.

DRIPLINE — A line on the ground established by a vertical plane extending from a tree's outermost branch tips to the ground, i.e., the line enclosing the area directly beneath the tree's crown, from which rainfall would drip.

TREE — Any self-supporting, woody perennial plant, usually having a main stem or trunk and many branches and at maturity normally attaining a trunk diameter greater than three inches at any point and height of over ten feet.

TREE PROTECTION AREA — Any portion of a site wherein are located existing trees which are proposed to be retained in order to comply with the requirements of this section. The tree protection area shall include no

less than the total area beneath the tree canopy as defined by the dripline of the tree or group of trees collectively.

WOODLAND — An area of contiguous wooded vegetation (7,500 square feet or greater), where trees exist at a density of at least one tree with a caliper dimension of six inches or greater per 375 square feet of land and where the tree branches form a contiguous canopy.

C. Applicability. The terms and provisions of this section shall apply to any activity on real property which requires conditional use, site plan or subdivision approval of the Planning Commission or City Council as set forth in Chapter 200 and Chapter 230, except the provisions in [sub]section 19.8(D) which shall apply to all real property.

D. Tree preservation.

(1) Trees required by the City to be replaced. Trees required by the City as a part of a conditional use, subdivision, or site plan approval shall not be removed unless they are diseased or infested, or present a danger to life and property. In cases where such trees are removed, they must be replaced with a tree planting in accordance with the table of trees standards kept in the Planning Department.

(2) Trees of special value. Trees having a historic value, as determined by the state historic preservation officer, or that are of an outstanding nature due to type or species, age, or other professional criteria, may be required by the City to be preserved. Such trees may be prohibited from being removed by the Planning Director until such time that the City has granted approval to remove such trees.

(3) Tree preservation in wetlands. No portions of wetland areas shall be developed or cleared of vegetation unless granted permission under state and/or federal permit; and they shall remain as essentially undisturbed areas protected under the provisions set forth in Chapter 230.

(4) Clearing prohibited without approval. Clearing, as defined by this section, for any purpose whatsoever, except the establishment of trails and pathways (not greater than eight feet in width) and open yard areas, shall be prohibited unless approved by the City through the site plan, conditional use, or subdivision review process.

E. Woodland preservation.

(1) Tree preservation and selective clearing plan required. All site development proposals which involve the development of woodland areas and require City approval shall include a tree preservation and selective clearing plan as part of the preliminary submission plan. The tree preservation and selective clearing plan shall be prepared in accordance with the provisions of subsection 19.8(E), subsection 19.8(G) and subsection 19.8(H) of this section.

(2) Limited clearing for site development allowed. Generally, site development plans for the construction of a new building within existing woodland areas shall limit clearing of the land to those areas necessary to provide for the placement of the building or group of buildings, adequate access onto the property and to the proposed building or group of buildings, utility placement, off-street parking and yard areas to allow for daylight infiltration and building maintenance. When woodland areas are proposed to be cleared to allow for new construction, clearing within the area of the proposed construction shall be limited to an area of 30 feet from proposed building foundation, and 15 feet from off-street parking lots, and utility placement.

(3) Maximum clearing requirement. Specifically, no more than 50 percent of a lot, parcel or tract of land occupied by woodland vegetation may be cleared for any purpose.

F. Tree preservation and planting in nonwoodlands.

(1) Tree preservation and planting plan required. All developments requiring approval of the City shall be required to submit, with its application and plans, a tree preservation and planting plan as set forth in subsection 19.8(H), and shall conform with the following provisions.

(2) Tree density. For each property required to submit a tree preservation and planting plan, a development area as defined in this section shall be delineated within the nonwoodland area of the property. Within this development area, existing trees may be retained and new trees shall be planted such that the development area shall attain or exceed a tree density of one tree per 10,000 square feet of lot area for residential land development and one tree per 5,000 square feet of nonresidential land development.

(3) Minimum standards for new trees. For new trees to be counted toward the required tree density, they must be of a species and size as set forth in the table of trees approved by the City and kept on file in the office of the Planning Director, or be of an alternate species found acceptable by the City.

(4) Minimum standards for existing trees. For existing trees to be counted toward the required tree density, the tree shall have a minimum caliper dimension of two inches. No trees over eight inches in caliper dimension shall be removed unless within an area of 30 feet from the proposed building foundation, off-street parking lot, and utility placement.

G. Tree protection and planting requirements.

(1) Application. The following guidelines and standards shall apply to activities regulated under Chapter 200 or Chapter 230:

(2) Protection required. To protect the required trees or woodland and their critical root zone, a tree protection area delineated by the dripline of a tree or group of trees to be retained, shall be established. The protection area shall not be disturbed by site utility and grading work, by construction activities such as parking, material storage, concrete washout, sedimentation intrusion or erosion, or other activity. Damage to trees or woodlands and their critical root zones shall require tree plans to be revised to compensate for the loss as determined by the City Arborist or a qualified professional/consultant.

(3) Protection measures. Tree protection areas shall be protected by fencing, staking, or continuous ribbon and, where necessary, silt screens which shall be situated to coincide with the dripline of the tree or group of trees to be preserved. Protection measures shall be erected prior to construction, and must remain until final landscaping is installed.

(4) Planting requirements. New trees proposed to be planted for credit toward the density requirement shall have spacing that is compatible with the spatial site limitations and with responsible consideration toward species size when mature. Species selected for planting must be ecologically compatible with the specifically intended growing site. Trees selected for planting shall be free from injury, pest, disease, and disorders.

H. Tree preservation, planting and selective clearing plans.

(1) Plan specifications. A tree preservation and planting plan or a preservation and selective clearing plan, prepared by or in conjunction with a design professional, shall be shown on a copy of a preliminary major subdivision plat, or site plan, as appropriate to the proposed development, drawn to the same scale and covering the same area as the other plan documents prepared for the Planning Commission or City Council meeting. The plan may be combined with a required buffer and landscape plan for the project, at the option of the developer. The plan shall provide sufficient information and detail to clearly demonstrate that all applicable requirements and standards of this section will be fully satisfied.

I. Tree mitigation.

(1) City Council or Planning Commission waiver. The City Council or Planning Commission may waive the provisions of subsections 19.8(E)(2), 19.8(E)(3), and 19.8(F)(2), and require replacement planting for mitigation purposes should the City Council or Planning Commission determine, after demonstration by the applicant, that due to physical limitations of the land which would otherwise prohibit the reasonable use of the land, or for purposes of preserving, protecting and promoting the interest of public health, safety, welfare and/or public convenience. All tree mitigation plantings must occur within the corporate limits of the City of Milford. Tree mitigation may occur off-site in accordance with the provisions listed below in this ordinance:

(a) If a waiver is sought from the provisions of subsection 19.8(F)(2), new tree plantings are required at a rate of 1:1. All new tree plantings shall meet the minimum size at planting requirements of the City of Milford table of trees.

(b) If a waiver is sought from the provisions of subsection 19.8(E)(2) and/or subsection 19.8(E)(3), then mitigation must be in the form of newly created woodland areas. New woodlands shall be created at a rate of 1.25 times the amount of woodlands to be removed. A woodland mitigation plan shall be prepared by a licensed forester, landscape architect, or certified nursery professional, for the consideration of the City Council or Planning Commission.

(c) All tree mitigation must occur on-site unless an off-site location is specifically approved by the City Council or Planning Commission. When considering off-site locations for tree mitigation, the City Council or Planning Commission shall consider:

[1] A physical hardship related to the land which would otherwise prohibit compliance on the subject site.

[2] Whether the mitigation plan proposed by the applicant is superior in terms of environmental benefits, tree quality, or aesthetic qualities compared to strict compliance with the ordinance on-site.

(2) Tree mitigation required for unauthorized clearing. In the event that trees or woodland areas to be preserved under this ordinance or as a condition of a site plan, subdivision, or conditional use approval are illegally removed, tree mitigation shall be required. All tree mitigation plantings must be placed on the same lot, parcel, or tract on which the illegal clearing occurred. All replacement trees must be of the same or a similar variety as the trees illegally removed.

(a) If trees have been removed from non-woodland areas, new tree plantings shall be provided in accordance with the table below:

Caliper Dimension of Trees Removed	Number of Trees Required	Caliper dimension at Planting
25″ or larger	5 trees	3″
17″ to 24″	3 trees	3″
9″ to 16″	3 trees	3″
8″ or less	2 trees	3″

* Note—All trees replanted must be guaranteed to survive a minimum of one year.

(b) If trees have been removed from woodland areas, then mitigation must be in the form of newly created woodland areas. New woodlands shall be created at a rate of 1.75 times the amount of woodlands that were illegally removed. The woodland unlawfully removed must be replanted to satisfy a portion of this requirement. A woodland mitigation plan shall be prepared by a licensed forester, landscape architect, or certified nursery professional, for review and approval by the Planning Director.

(c) If the applicant wishes to provide replacement plantings on any property other than the one on which illegal clearing occurred, the mitigation plan must be reviewed and approved by the City Council or Planning Commission. When considering off-site locations for tree mitigation, the City Council or Planning Commission shall consider:

[1] A physical hardship related to the land which would otherwise prohibit compliance on the subject site.

[2] Whether the mitigation plan proposed by the applicant is superior in terms of environmental benefits, tree quality, or aesthetic qualities compared to strict compliance with the ordinance on-site.

(3) The City Council or Planning Commission may require tree mitigation areas to be planted in permanent conservation through deed restrictions, conservation easements, or donations to land trusts.

[Ord. No. 2022-06, 1-24-2022; Ord. No. 2023-28, § 4, 8-14-2023]

§ 230-43. Wetland areas.

A. A wetlands investigation shall be performed by a qualified wetlands specialist at the expense of the applicant in preparation for any activity on real property, which requires conditional use, site plan or subdivision plan approval by the Planning Commission and/or City Council as set forth in this chapter and Chapter 200, Subdivision of Land.

B. The limits of all wetlands determined to be present on the subject property shall be flagged by the wetlands specialist and identified on the subject property by customary survey markers and shall be delineated on the plan. Wetlands areas shall be tabulated on the plan in acres.

C. No portions of wetland areas shall be subdivided, filled, developed, or cleared of vegetation unless granted permission to fill and/or eliminate the wetlands area under state and/or federal permit, including nationwide permits authorized by the United States Army Corps of Engineers; they shall remain as essentially undisturbed natural areas.

D. No buildings, structures, impervious surface, fill, obstructions to drainage, or land disturbance shall be situated nearer than 25 feet to a delineated wetlands area. The placement of fill, regrading, or other obstructions to surface sheet flow, or the clearing or removal of natural vegetation within this setback area, shall be prohibited, unless in conjunction with a permit to fill and/or eliminate the wetland areas under State and/or federal permit, including nationwide permits authorized by the United States Army Corps of Engineers. Notwithstanding all of the foregoing, limited cuts into the surface area of this twenty-five-foot setback area in conjunction with the placement of outfall stabilization facilities therein (such as stone rip-rap, turf stabilization, or other geosynthetic materials) may be permitted for the purpose of stabilizing and/or installing stormwater management outfalls, thus providing for a non-erosive flow condition at the outfall, provided that such encroachments into the twenty-five-foot setback area shall be limited to a maximum distance into the wetland buffer of 15 feet measured from the twenty-five-foot wetland buffer line, and shall be limited to a maximum width of 20 feet.

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

§ 230-44. Water bodies, streams and other watercourses; riparian buffers.

A. Lakes, ponds, rivers, and streams shall be left as permanent open space. No filling, piping or diverting of water bodies, lakes, ponds, or streams shall be permitted except for required roads, to be approved by the U.S. Army Corps of Engineers, DelDOT, and/or DNREC as appropriate.

B. No buildings, structures, or paved surfaces, except stairs and ramps, fences, open decks, patios or docks shall be permitted to be constructed under naturally occurring riparian buffer conditions nearer than:

   (1) Twenty-five feet to the shoreline, as defined by the mean high-water line, of any tidal water body, tidal stream, or tidal marsh; or

   (2) Fifty feet to the shoreline, as defined by the mean high-water line of any non-tidal freshwater water body, lake, pond, or blue-line stream as depicted on the most recent revision of the United States Geological Survey Topographic Quadrangle Maps.

C. No buildings, structures, or paved surfaces, except stairs and ramps, fences, open decks, patios or docks with a combined area of 200 square feet or less, shall be permitted to be constructed under redevelopment conditions in previously disturbed or removed riparian buffers nearer than:

   (1) Ten feet to the shoreline, as defined by the mean high-water line, of any tidal water body, tidal stream, or tidal marsh; or

   (2) Ten feet to the shoreline, as defined by the mean high-water line of any non-tidal freshwater water body, lake, pond, or blue-line stream as depicted on the most recent revision of the United States Geological Survey Topographic Quadrangle Maps.

D. For projects located within a promulgated total maximum daily load basin, the preservation or reestablishment of riparian buffers facilitating the reduction of nutrients and other pollutants to the level necessary to ensure compliance with promulgated load reductions shall be required. The clearing or removal of natural vegetation within this setback area shall be prohibited. Existing riparian buffers shall either be preserved or planted to the limits as provided above under paragraphs B. or C. respectively.

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

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS
Planning Commission Hearing: Tuesday, August 19, 2025 @ 6:00 p.m.
City Council Hearing: Monday, August 25, 2025 @ 6:00 p.m.

NOTICE IS HEREBY GIVEN that the following proposed Ordinance is currently under review by the City of Milford Planning Commission and City Council with public comments scheduled on the times indicated above.

City Council has the option to approve or deny the application. All ordinances under consideration shall be written in the affirmative whereby the Council votes to approve the measure by voting yes (adopts the Ordinance) or not approve the measure by voting no (denial). This form of writing is not intended to influence any decision of City Council:

ORDINANCE 2025-14
Application MJSP 004-2024 / Carlisle Lane, LLC
Applicant & Owner: Carlisle Lane, LLC
4330 Big Stone Beach Road
Milford, DE 19963
Application Type: Preliminary Major Subdivision
Comprehensive Plan Designation: Moderate Density Residential
Zoning District: R-3 Garden Apartment & Townhouse District
Present Use: Vacant Land & (2) Single Family-Detached Dwellings
Proposed Use: Major Subdivision – 39 Townhouses & 1 Single-family Detached
Area and Location: 4.59 +/- acres of land located along the west side of Truitt Avenue between NW Third Street and NW Sixth Street.
Tax Map & Parcel: 5-16-18306-01-0700 & 0800 5-16-18310-01-0100, 1200 & 1300

WHEREAS, the applicant/owners of the property as above described propose to consolidate five existing parcels and subdivide the land into thirty-nine (39) townhouse lots and one (1) single-family detached dwelling lot as shown on the provided preliminary major subdivision plans; and

WHEREAS, the application is consistent with the requirements of the Code of the City of Milford Zoning and Subdivision Chapters and the Construction Standards and Specifications; and

WHEREAS, the City of Milford Planning Commission has considered the application at a Public Hearing where public comment was permitted on Tuesday, August 19, 2025; and

WHEREAS, Milford City Council held a Public Hearing on Monday, August 25, 2025, allowing for additional review and public comment at which time a final determination was made.

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

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

Section 1. The Application for a Preliminary Major Subdivision is consistent with Chapter 230 Zoning and Chapter 200 Subdivision of Land.
Section 2. The Application is compliant with the City's construction Standards and Specifications; and
Section 3. Agency and Department Comments shall be addressed prior to the approval of the Final Major Subdivision Plan.

Section 4. The Final Major Subdivision Plan will not be detrimental to the public health, safety and general welfare of the community.
Section 5. These changes and additions will not adversely affect the orderly development of adjacent properties and will maintain the preservation of property values.
Section 6. Dates.
City Council Introduction: August 11, 2025
Planning Commission Review & Public Hearing: August 19, 2025
City Council Public Hearing: August 25, 2025
Effective: Ten Days Following Adoption by City Council

Additional information may be obtained by contacting Rob Pierce in the Planning Department at either 302.424.8396 or RPierce@milford-de.gov.

073125

Published: Delaware State News 08-03-2025

Sussex County Association of Towns

39 The Circle Georgetown, DE 19947

Town of Bethany Beach
Town of Bethel
Town of Blades
Town of Bridgeville
Town of Dagsboro
Town of Delmar
Town of Dewey Beach
Town of Ellendale
Town of Fenwick Island
Town of Frankford
Town of Georgetown
Town of Greenwood
Town of Henlopen Acres
Town of Laurel
City of Lewes
City of Milford
Town of Millsboro
Town of Millville
Town of Milton
Town of Ocean View
City of Rehoboth Beach
City of Seaford
Town of Selbyville
Town of Slaughter Beach
Town of South Bethany
Sussex County Council

S.C.A.T. Dinner for Wednesday, September 3, 2025

LOCATION: Lewes Yacht Club
2701 Cedar St
Lewes, DE 19958

TIME: 5:30 pm – Cash Bar
6:00 pm – Dinner

HOST: City of Lewes

SPEAKER: Dr. David Tam, President & CEO of Beebe Healthcare

COST: $58.00 per person

MENU: **Plated Dinner- Choose a protein when RSVPing**

Protein: Chicken Marsala, Braised Short Ribs or

Grilled Salmon

Sides: Mashed Garlic Red Potatoes

Green Bean Almondine

For reservations, please contact Ashley Akgoren by email:
aakgoren@ci.lewes.de.us
no later than August 22nd, 2025

Please make checks payable to the **City of Lewes**
Mail to: City of Lewes
P.O. Box 227
Lewes, DE 19958

Reminder: S.C.A.T. Steering Committee Breakfast

Friday, September 5, 2025, at 9 AM, $11 per person
Location: First State Community Action Agency
308 North Railroad Avenue, Georgetown, DE 19947
RSVP to Kristen Dabrowski at kdabrowski@georgetowndel.com

Planning Commission Term Expiration Dates:

Sharp	Marvin C.	8/31/2027
DiCostanzo,	Shelby Nash	8/31/2026
Hammond	Charles T. Jr.	8/31/2026
Purcell	*Jim*	*8/31/2025*
Redden	Mark A.	8/31/2027
Sauls	*David*	*8/31/2025*
Wright	Ian	8/31/2026

Board of Adjustment Member Term Expiration Dates:

Warfel	*Brendon*	*8/31/2025*
Mescola	*Ronald*	*8/31/2027*
Rizzo	Ronald	*8/31/2026*
White	Andria	8/31/2027
Wiley	Joseph	*8/31/2027*

Tree Preservation & Advisory Board Member Term Expiration Dates:

Metzner	*Timothy*	*8/31/2025*
Heverly	Holly	8/31/2026
Muldrow	*Leigh*	*8/31/2027*
Wahl	*Eric*	*8/31/2027*
*Johnsen	Eric	8/31/2026

Parks & Recreation Advisory Board Member Term Expiration Dates:

Baltazar-Lopez	*Ronny*	*8/31/2025*
Johnson	Darron	*8/31/2026*
Shupe	*William*	*8/31/2027*
Schmidt	Meredith	8/31/2026
Walter	*Tiffany*	*8/31/2027*

*Resigned 08-13-25

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

FIBER USE LICENSE AGREEMENT

This Fiber Use Agreement is made and entered into as of **January 1, 2025**, between the ***City of Milford***, a Delaware municipal corporation acting on behalf of its Electric Utility (Licensor), and ***Bayhealth Medical Center, Inc.*** (Licensee) having its principal office at Milford, DE.

RECITALS

Licensor owns certain fiber optic facilities (Licensor's Facilities) and desires to license certain unused capacity on its Milford, Delaware metropolitan area fiber optic communications network to the Licensee to enhance utilization and to obtain additional revenues.

Licensee desires to expand its system within the Milford area, and in the interests of convenience and efficiency, Licensee finds that it prudent and economical to use space and capacity in existing facilities rather than to install additional facilities.

Licensor and Licensee entered into a Fiber Use License Agreement dated January 1, 2019 with an initial term of five (5) years (the "Initial Agreement"). Licensor and Licensee believe that the interests of the public and the Parties will be well served by renewing the Initial Agreement to extend the Licensee's use of a portion of Licensor's unused fiber optic capacity in accordance with the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings contained herein, the Parties agree as follows:

Article 1: Incorporation of Recitals

The above reference recitals are incorporated in this Agreement as if fully set forth herein.

Article 2: Grant of License

2.1. Licensor hereby grants to Licensee, a license to use fibers along Licensor's fiber optic network ("Licensed Fibers"), as identified on Exhibit A, incorporated by this reference. The Licensor retains the right to use and otherwise license additional fibers along the Licensor's fiber optic network.

No use of Licensor's Facilities or payment of any charges required under this License shall create or vest in Licensee any easements or other ownership of property rights of any nature in the Licensed Fibers or in Licensor's Facilities.

2.2 Technical Specifications: A detailed specification of the Licensed Fibers is contained in Exhibit B, incorporated herein.

2.3 Testing and Acceptance of Licensed Fibers: Licensor has performed acceptance tests to ensure that the Licensed Fibers meet the technical specifications described in Exhibit B. Licensor shall provide Licensee with written results of such tests, if required by Licensee. If the Licensed Fibers fail to meet the specifications, Licensor shall repair or substitute fibers that meet the required tests and specifications, unless Licensee otherwise accepts the original fibers. Upon receipt of test results, if required, Licensee shall accept the Licensed Fibers and such date of acceptance shall be the Acceptance Date.

2.4 Access Points: Licensee shall have the right to access the Licensed Fibers at the access points ("Access Points") shown on Exhibit C, incorporated by this reference. If additional access to locations is required after initial installation, Licensee shall provide to Licensor seventy-two (72) hour notice prior to accessing the site(s). At splice location(s) where Licensor is accessing the fiber and possible disruption of licensed fiber may occur, Licensor will provide forty-eight (48) hour notice to Licensee prior to accessing the site(s).

2.4.1 Contractor: Licensee shall supervise its contractor ("Licensee's Contractor") in performing work regarding Licensee's connection to the Licensed Fibers. The authorization of Licensee's contractor shall be subject to Licensor's written approval, pursuant to an approved contractor list, which approval shall not be unreasonably withheld or delayed. The Licensee's Contractor shall strictly follow Licensor's approved specifications and methods in the performance of any work on the Licensor's Facilities. All costs of Licensee's connection to any of the Licensed Fibers including splicing, placing of manholes/handholes, etc. shall be paid by Licensee. Licensor shall have right to review work done for connection to Licensed Fibers. If defects or damage is found due to Licensee's contractor, the Licensee shall be held liable for all costs to correct damage or unsuitable work. Licensee's Contractor is not necessarily to be considered an agent of Licensor, nor under the control and/or direction of Licensor.

Article 3: Term

3.1 The term of this Agreement and Licenses granted herein shall be five-years (5) from the date of the execution of this Agreement. At the end of the initial term of the agreement, Licensee shall have the right to renew this agreement for an additional 5 years at a mutually agreed to rate.

3.2 Immediately upon termination of this Agreement by the expiration of the term hereof or otherwise, Licensee shall peaceably quit and surrender the Licensed Fibers to Licensor in their original condition, with exception to reasonable wear and tear.

Article 4: Compensation

4.1 License Fee: Licensee shall pay to Licensor for use of the Licensed Fibers a license fee subject to adjustments as provided below.

4.1.1 Fees will be prorated based on the date of signing of agreement. The Fee is calculated at an individual fiber cost of $105.00 per fiber/mile/month.

Location(s)	Miles	Stands	Total Length (miles)	Unit Cost (Monthly)	Extended Costs (Monthly)	Extended Costs (Annual)
802 N. Dupont Blvd Ste 1 (fmr Dickenson Bldg)	6.31	2	12.62	$105.00	$1,325.10	$15,901.20
1020 Mattlind Way (fmr Imaging MMH)	7.51	2	15.02	$105.00	$1,577.10	$18,925.20
Total					**$2,902.20**	**$34,826.40**

4.1.2 Fees shall be paid annually, in advance, and shall be billed on the first business day of the calendar year for that year's lease at which time they will be considered due and payable.

4.1.3 No fees will be due until the Acceptance Date. If the Acceptance Date occurs after the beginning of a calendar year, the first year's fees shall be prorated from the Acceptance Date to December 31 of that year; however, the prorated fees shall be for that partial year only and are considered due and payable upon acceptance.

4.1.4 In the event of termination of this Agreement and License by the expiration of the term hereof or otherwise, Licensee shall pay a prorated portion of the fees due for the calendar year until the date of such termination. Any excess fees previously paid to Licensor shall be promptly refunded to Licensee upon termination, less any set-off for unpaid fees and charges or damages to the Licensed Fibers and/or Licensor's Facilities.

4.1.5 The annual fee for the Licensed Fiber will escalate based on the Consumer Price Index for all Urban Consumers (CPI-U) for the Philadelphia-Camden-Wilmington PA-DE-NJ-MD Area as published by the U.S. Department of Labor's Bureau of Labor Statistics, not to exceed 3% increase per year but not less than current year's fee.

4.2 Ownership of Access Points: Licensee will be responsible for all cost of material and installation of access points or splice points as listed in Exhibit C. At such time installation is complete at

access/splice point(s) listed in Exhibit C, Licensee shall give sole ownership of such location, including but not limited to hand hold, and splice enclosure to Licensor. Licensee shall retain ownership of designated splice tray, which contains Licensed Fibers, but shall not have ownership of any fibers.

4.3 Restoration: Licensor shall provide at no cost, monthly standby emergency restoration services for the fiber optic network. In the event of an outage requiring emergency restoration, Licensor will pay the initial amount of the emergency restoration cost with Licensee reimbursing Licensor based on prorated fiber quantities as follows. Licensor shall pay the percentage amount to restore the fiber network based on total quantity of fibers minus fibers leased to Licensee divided by total fibers. Licensee shall be responsible for the percentage of restoration costs based on the amount of fiber presently leased to them in relation to total quantity of fibers.

Article 5: Taxes, Licenses, Liens

5.1 During the term hereof, Licensee shall pay, when due, all taxes, including premise or property taxes, sales and use taxes, or any other fees in lieu of taxes assessed pursuant to the use of the Licensed Fibers by Licensee, which are directly assessed on Licensee's activities involving the Licensed Fibers, as well as Licensee's use of Licensor's Facilities. Licensee shall keep Licensor's Facilities and the Licensed Fibers free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Licensed Fibers by Licensee. If Licensee shall fail to pay the above mentioned taxes, assessments, or other fees when due, Licensor shall have the right to pay the same and charge the amount thereof to Licensee, who shall pay the same upon demand, or Licensor shall have the right to terminate Fiber Lease Agreement. Licensor's right to pay the same does not change the fact that Licensee's failure to pay such is a breach of this agreement.

5.2 Should any such tax or taxes be levied and/or assessed, Licensor shall notify Licensee accordingly as soon as is reasonably practical. Licensor shall also provide Licensee with copies of any and all notices, bills, and other pertinent documentation. Licensee shall, within 30 days of receipt of such written notification(s), pay all such amounts.

Article 6: Licensee's Racks and Equipment

6.1 As additional consideration, Licensee shall have the option to install racks and equipment, at its sole expense, within Licensor's Point of Presence, located at Access Points shown on Exhibit C with prior written approval by Licensor. Point of Presence is existing locations in which the Licensor's network has termination points for the fiber. The type and location of such racks and equipment and compensation, to Licensor for such, and any other terms specific to such installations shall be agreed to in writing between the Parties in separate agreement.

6.2 Said racks, as well as any and all electronic equipment installed therein, shall be and remain the sole and exclusive property of Licensee, and Licensor shall neither make any claim on or claim any property interest in such equipment so long as Licensee is not in default of this Agreement, nor shall Licensor permit any lien or other encumbrance upon Licensee's, equipment by Licensee or any third party.

6.3 Said racks and any and all equipment placed thereon shall be installed in accordance with the technical specifications as specified in separate agreement.

6.4 Absent emergency situations, Licensee shall be able to access said racks and equipment during the term of the Agreement upon reasonable notice to Licensor and shall be solely responsible for their operation, maintenance and repair.

6.5 Upon termination of this License by the expiration of the term hereof or otherwise, Licensee shall immediately remove said racks as well as any and all electronic equipment installed thereon and shall leave the area in its original condition, reasonable wear and tear excepted.

Article 7: <u>Maintenance</u>

7.1 <u>Licensed Fibers</u>

7.1.1 Licensee agrees to pay all costs (time and material) of maintenance of the network if the required maintenance is caused by the Licensee's improper connection to the Licensed Fibers.

7.1.2 Licensor agrees to use reasonable efforts to perform such maintenance, if required. Subject to Force Majeure, Licensor will notify Licensee to respond to outage emergencies in connection with the Licensed Fibers per restoration agreement as stated previously in Article 4. Licensor shall notify Licensee of any outages at 302-744-7196. Licensee shall notify Licensor of any outages at ***(302) 422-6616***.

7.1.4 In the event of interruptions longer than 24 hours, Licensor will, as soon as is reasonably possible, provide alternate capacity to Licensee subject to availability within Licensor's Facilities. In the event of an interruption longer than 24 hours, Licensee shall be entitled to an abatement of its lease to be deducted from the next payment otherwise due under this agreement.

7.1.5 The period(s) of any interruption(s) shall be measured from the time Licensor actually receives notice, to the time the service is reported restored to the Licensor. Scheduled outages, for maintenance purposes, shall not be counted as interruptions. Scheduled outages shall be those outages of which Licensee has at least a fourteen (14)-day advance

notice. The Licensor shall call Licensee at 302-744-7196 to schedule all maintenance operations and to report service interruptions.

7.1.6 Except in emergency situations, if the Licensor needs to repair or replace any of the Licensed Fibers to comply with the specifications stipulated in Exhibit B, the Licensor shall notify the Licensee in writing not less than fourteen (14) days prior to the time that the work will take place where the Licensee's use of the Licensed Fibers will be interrupted, and the estimated duration of the interruption. In the event of such a repair or replacement, the interruption will not be considered as one of the aforementioned interruptions. To the extent possible, Licensor and Licensee shall agree upon the times maintenance will be performed so as not to interfere with Licensee's business, however Licensor retains the right to perform maintenance on Licensed Fibers upon proper notification to Licensee without a mutual agreement between parties.

7.1.7 In the event of emergency situations, Licensor shall notify Licensee as soon as possible. In the event that Licensor's electrical and telecommunications service capacity and Licensee's telecommunications capacity are interrupted, restoration of Licensee's capacity shall be at all times, subordinate to restoration of Licensor's electrical and telecommunications capacity, unless otherwise previously agreed to in writing by both Parties. Should Licensor not be able to effect repairs within two hours after notice of the emergency, both parties agree to meet to determine methods to restore Licensee's fiber(s) including consideration of Licensor granting Licensee permission to make repairs to its connections or Licensed Fibers and to restore its capacity, as long as such restoration efforts do not interfere with Licensor's restoration activities. Both parties acknowledge that, in the event that an outage is caused by a natural disaster, weather, automobile accident or similar incident, which causes a simultaneous electrical power outage, that the electrical power must first be restored prior to the fiber network. It is further acknowledged by the Parties that as a Municipal Electric Utility, Licensor has a duty to provide electrical services to its customers, and that provision of said electrical services shall be Licensor's top priority.

7.2 Access Points: Licensee, at its sole expense, shall make and maintain its Access Points, as shown on Exhibit C unless such access point has become property of Licensor. Licensee however, at its sole expense shall be responsible for any items at the access point, which do not become property of the Licensor. Access by Licensee to the Licensed Fibers for purposes of repair, maintenance, or replacement of the connections shall be in accordance with procedures approved by Licensor, it being understood that such activities shall not conflict with Licensor's rightful use and/or operation of Licensor's Facilities. In the event both Licensor's electrical and telecommunication

service capacity and Licensee's telecommunications capacity are interrupted, restoration of Licensee's capacity shall be at all times subordinate to restoration of Licensor's electrical and telecommunication capacity, unless otherwise agreed in advance by both Parties. Nonetheless, Licensor shall permit Licensee to make repairs to its connections to restore its capacity, as long as such restoration efforts do not interfere with Licensor's restoration activities.

Article 8: Relocation

8.1 Licensed Fibers

8.1.1 Licensor shall make no changes in the location of the Licensed Fibers without sixty (60) days written notification to Licensee.

8.1.2 If for any reason, Licensor is required by any third party, including, but not limited to a government entity, to relocate any of the facilities used or required in providing the Licensed Fibers, Licensor shall give Licensee at least thirty (30) days, or as much time as Licensor reasonably can, prior written notice of any such relocation and Licensee shall be entitled to terminate this Agreement, without penalty, by giving at least thirty (30) days prior written notice to Licensor. If such notice does not terminate this Agreement, Licensor shall relocate the Licensed Fibers at Licensor's sole cost and expense. If Licensor desires, for any other reason, to relocate any of the facilities used or required in providing the Licensed Fibers, such relocation shall be undertaken at Licensor's sole cost and expense.

8.1.3 During relocation scheduled outages may occur. Licensor shall attempt to give Licensee at least thirty (30) days, or as much time as Licensor reasonably can, prior written notice of any such outages. Both parties acknowledge that, in the event of an outage caused by natural disaster, weather, automobile accident or similar capacity that causes a simultaneous power outage, that the power must be restored first prior to the fiber network. As a municipal electric utility, Milford has a duty to bring up electrical services as its' top priority.

8.2 Access Points

8.2.1 Licensee shall make no changes in the location or configuration of the Access Points to the Licensed Fibers without the prior written consent and approval of Licensor.

8.2.2 In the event relocation of Licensor's Facilities and Access Points is required by any third party, any governmental agency, or in conjunction with the electric system needs of

Licensor, all costs associated with such required relocation of Access Points, which are not paid by a third party shall be the sole responsibility of Licensor. In the event of such relocation requirement, Licensor shall use reasonable efforts to provide alternate locations for Access Points. Licensor shall give Licensee at least thirty (30) days, or as much time as Licensor reasonably can, prior written notice of any such relocation and Licensee shall be entitled to terminate this Agreement, without penalty, by giving at least thirty (30) days prior written notice to Licensor due to relocation.

8.3 Licensor agrees that any relocation required of the Licensed Fibers or Access Points shall be limited to the shortest practical route reasonably available. After any relocation is completed, Licensee's fee shall be adjusted accordingly with regard to the length of fiber used by Licensee.

Article 9: <u>Reclamation</u>

9.1 Subject to the terms, conditions and limitations set forth in this agreement, Licensor shall have the right to terminate from time to time the License of any or all of the Licensed Fibers on any or all segments of the network for use (and solely for use) directly by Licensor.

9.2 In the event that Licensor desires to reclaim any Licensed Fibers, Licensor shall give notice of such intent to Licensee at least twelve (12) months prior to the date of reclamation (Reclamation Notice). The Reclamation Notice shall identify each Licensed Fiber on each segment, which Licensor desires to reclaim, and the intended date of reclamation.

9.3 At any time following receipt of a Reclamation Notice, Licensee may initiate negotiations with Licensor as to possible alternatives to reclamation, including, for example, (1) greater compression of Licensee's traffic on the fibers within the network already in use by Licensor, (2) alternate or additional optoelectronic equipment, (3) alternate routes, and/or (4) installation of additional fibers along the network. Licensor and Licensee each shall conduct any such negotiations in good faith. The exact alternative(s) to reclamation (if any) and the allocation of the costs thereof between the parties shall be subject to mutual consent.

9.4 Unless otherwise agreed between Licensor and Licensee pursuant to paragraphs (9.2, 9.3) above, reclamation shall be effective on the date of reclamation set forth in the Reclamation Notice. Licensee shall be entitled to a fee adjustment with respect to the Licensed Fibers subject to the reclamation date.

Article 10: <u>Representations and Warranties</u>

10.1 Licensor represents that, to its knowledge, after due inquiry, it has the right and authority to enter into this agreement and grant the rights and Licenses contained herein.

10.2 Licensee represents that, to its knowledge, after due inquiry, it has all licenses, permits and rights authorizing it to enter into this Agreement.

10.3 Licensee is a municipally owned utility certified by the Board of Public Utilities in Delaware to provide electric and other services to Milford and some of the surrounding area.

Article 11: Assignment and Transfer

11.1 Unless specifically provided herein, Licensee shall not assign, transfer or sublet any of the privileges described in this Agreement without the prior written consent of the Licensor, said consent not to be unreasonably withheld, provided that Licensee may assign, transfer or sublet its rights hereunder to a parent, or wholly-owned affiliate or subsidiary company or purchaser of all or substantially all of its assets or stock without consent of the Licensor.

11.2 Licensee will not, directly or indirectly, or through a Controlled Affiliate of Licensee, transfer or sublet any of the privileges described in this Agreement to a third party for use as Energy-Related Services.

Article 12: Indemnification

12.1 The Licensee does hereby release and agrees to indemnify, defend and save harmless the City of Milford and its agents from and against all claims, actions, causes of action, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this Agreement and their employees, and arising out of or connected with, in any manner, directly or indirectly, the Licensee's operations or rights granted under this License.

Article 13: Insurance

13.1 Licensee agrees to execute and deliver to Licensor at the time of acceptance and execution of this Agreement a commercial general liability insurance policy, including public liability, contractual liability, premises liability, and property damage, acceptable to and approved by the Licensor, covering bodily injury and property damage, premises, operations described hereunder and products therein, in amounts of $150,000 per individual; $600,000 per occurrence.

13.2 The City of Milford shall be listed as an additional named insured in all required insurance policies. Such policies shall state that this coverage is to function as the "primary" insurance coverage for the Licensee.

13.3 Certified copies of the above policy, or a certificate evidencing the existence thereof, or a binder shall be delivered to the Licensor upon Licensor's request. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty days written notice thereof to Licensor.

13.4 A renewal certificate shall be delivered to Licensor at least fifteen days prior to a policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.

13.5 Licensee further shall at all times maintain adequate Workers' Compensation Insurance with an authorized insurance company insuring the payment of compensation to all employees engaged in the operation of the Licensed Fibers.

13.6 Failure to maintain or provide proof of insurance shall constitute an immediate breach of this Agreement and shall be considered cause for termination of this Agreement at the sole discretion of Licensor.

13.7 At all times during the term of this Agreement, Licensee shall maintain and shall require its contractor and subcontractors, which do any work in connection with this Agreement, to maintain insurance coverage as described herein and will produce proof of insurance on demand by Licensor.

13.8 Excess liability/umbrella coverage for limits of not less than $1,000,000 excess of $1,000,000 each occurrence. Such insurance shall name Licensor, its officers, agents, and employees as named insured.

13.9 Licensee shall provide Licensor with proof of such insurance coverage in the form of a Certificate of Insurance , and such insurance policies shall provide that Licensor shall receive not less than thirty (30) days written notice prior to the cancellation or reduction in coverage of such insurance.

13.10 In the event Licensee fails to obtain the required insurance, Licensor reserves the right to purchase insurance on the account of Licensee, but is not required to do so.

Article 14: <u>Default</u>

14.1 In the event either Party shall fail to observe or perform any of the terms and provisions of this Agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice from the non-defaulting party ("Default"), then the non-defaulting party may terminate this Agreement, provided however, that where such Default cannot reasonably be cured within

such period, and the defaulting party has proceeded promptly to cure the same and is prosecuting such cure with diligence, the time for curing such Default shall be extended for an amount of time, not to exceed sixty (60) days, as may be necessary under the circumstances to complete such cure.

Article 15: Termination

Licensor may, at its sole discretion, terminate this License upon the conditions set forth for cause and at its discretion.

15.1 For Cause, Without Illegality. Licensor may terminate this Agreement and may repossess the Licensed Fibers in the event that any payment or amount is not furnished the Licensor as set forth in Article 4 hereof, when due, upon giving fifteen days written notice to the Licensee of the Licensor's intention to terminate unless full and proper payment is made to the Licensor of all monies due on or before the expiration of the fifteen day period indicated in the notice. In like manner, upon thirty days written notice, the Licensor may terminate the License Agreement in the event any of the other terms of this Agreement other than involving violation of any penal law, have been violated, unless Licensee has fully rectified any such failure to conform to the conditions of the Agreement within such period.

15.2 For Cause, With Illegality. The Licensor may, at its sole discretion, terminate this License Agreement, effective immediately, upon the giving of written notice of termination, in the event that Licensee engages in, or permits, the violation, pursuant to the appropriate standard of proof provided by law, of any federal, state or city penal law or ordinance in the operation of said facility.

15.3 Surrender of Licensed Fibers Upon Termination On the License Expiration Date or any earlier termination of Licensee's rights to use any or all of the Licensed Fibers under this agreement, regardless of the reason for termination, Licensee shall promptly (1) remove all of its equipment and other property from Licensor's premises, and (2) peaceably quit and surrender the Licensed Fibers to Licensor in a condition consistent with condition of fiber and access points on the original acceptance date of this Agreement.

15.4 Either Party may terminate this Agreement by providing a minimum of ninety (90) days written notice of termination to the other Party.

Article 16: Renewal Provisions

16.1 Licensee shall provide ninety (90) days notice of intent to renew Fiber Use Lease Agreement prior to date of expiration of current Agreement.

Article 17: General Provisions

17.1 Confidentiality If either Party provides confidential information to the other in writing and is identified as such, the receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information. Neither Party shall, however, be required to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, by statute, is independently developed by the receiving Party or which becomes available to the receiving Party or which becomes available to the receiving party without known restrictions from a third party.

17.2 Costs Except as otherwise expressly provided above, each party shall bear all of its own attorney's fees and other expenses related to this Agreement.

17.3 No Third Party Beneficiaries. None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the Licensee receiving services or benefits under this Agreement shall be only an incidental beneficiary.

17.4 No Partnership The Parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, Licensor and Licensee.

17.5 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

17.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws.

17.7 Severability. In the event any term, covenant or condition of this Agreement, or the application of such term covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms covenants and conditions of Agreement.

17.8 Force Majeure. Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore, lack of transportation, the

imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.

17.9 Waiver. No delay or omission by either party to exercise any right or power occurring upon non-compliance or failure of performance by the other Party shall impair that right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions or agreements to be performed by the other Party shall not be construed to be a general waiver of any such covenants, conditions or agreements, but the same shall be and remain at all times in full force and effect.

17.10 Headings. The Article headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

17.11 Notices. All notices, requests or other communications (other than those normally required during the installation process) under this Agreement or required by law shall be in writing and shall be hand-delivered, sent by overnight delivery service, mailed by first-class, registered or certified mail, postage prepaid and return receipt requested, or transmitted by telegram or facsimile, addressed as follows: 201 S. Walnut Street, Milford, DE 19963 ATTN: City Clerk

17.12 No Implied Representations. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Agreement.

17.13 Integrated Agreement and Amendments. This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. The parties shall only amend this Agreement in writing with the proper official signatures attached thereto.

17.14 Fiber Lease Market Rates. The rates set forth in the Initial Agreement and this renewal Agreement were negotiated in good faith and benchmarked to regional fiber lease market rates. During the term of this Agreement, Licensee may request one renegotiation of the lease rate for the next immediate calendar year by submitting written notice of intent to renegotiate lease rate no later than September 30 of the current year. Such notice shall include the basis for the renegotiation request, including market-based research of viable alternatives. Licensor shall not unreasonably deny the request for renegotiation. Any reduction to the lease rate shall be determined through a written amendment to this Agreement executed by both parties by December 31 of the current year. In the event a renegotiation remains unresolved by December 31 of the current year, the lease rate for the current year, as adjusted based on the CPI-U pursuant to the Agreement, shall prevail for the following calendar year and the renegotiation request shall be considered closed. Licensee may submit one notice of intent to renegotiate per calendar year between January 1 and September 30.

17.15 Future Capacity. Both Licensor and Licensee are willing proceed with further negotiations on additional fiber build outs.

License Agreement by and between ***City of Milford*** (Licensor) and ***Bayhealth Medical Center*** (Licensee).

Signed, sealed and delivered in the presence of:

BAYHEALTH MEDICAL CENTER, INCORPORATED

_____ _____(SEAL)

Attest Printed Name:_____

Title:_____

Sworn to and subscribed before me this _____ day of _____, 20__.

_____ _____

Notary Public Date Commission Expires

Seal

CITY OF MILFORD

_____ _____(SEAL)

Attest/City Clerk By: Mayor

Sworn to and subscribed before me this_____ day of _____, 20__.

_____ _____

Notary Public Date Commission Expires

Seal

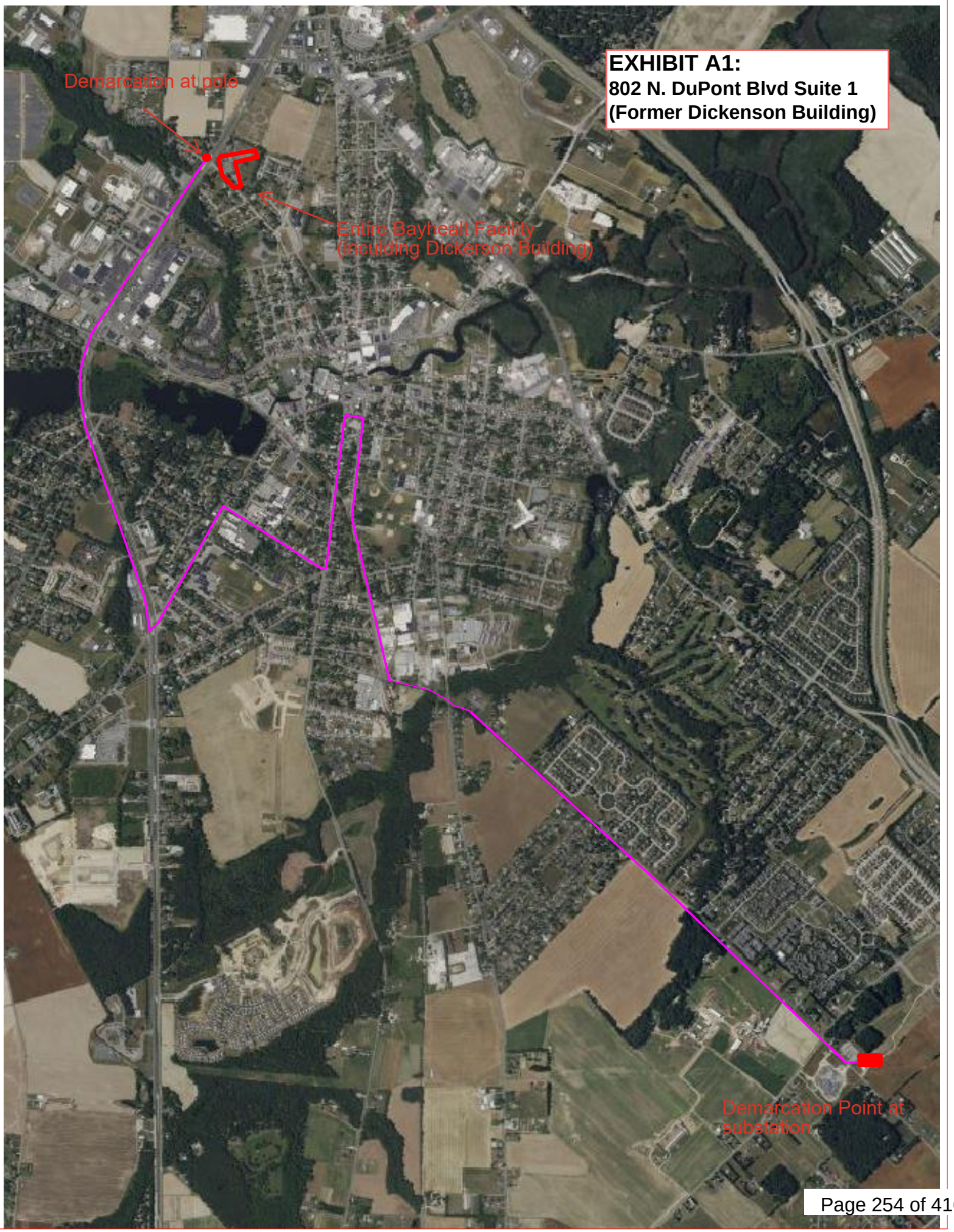
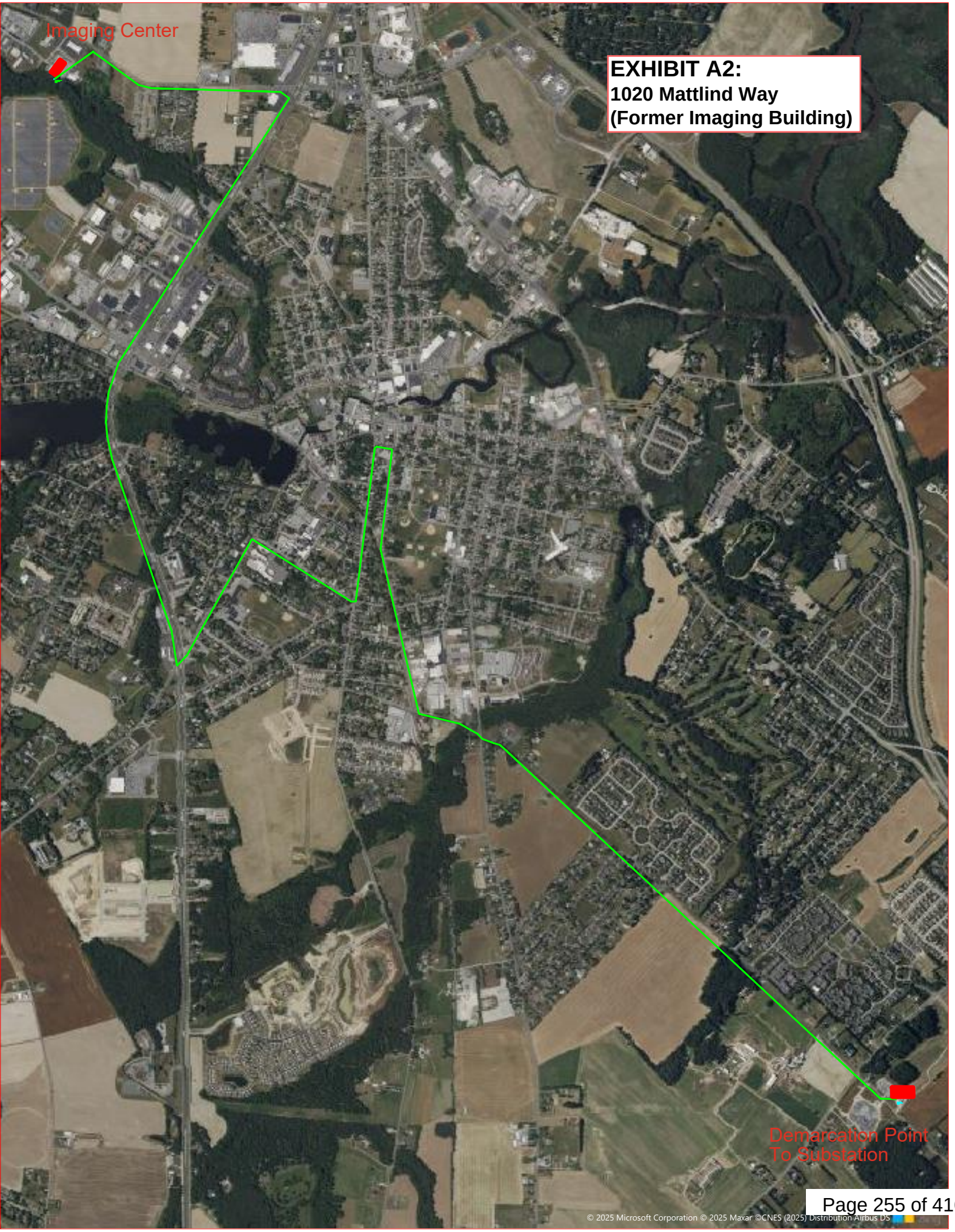


EXHIBIT A1:
802 N. DuPont Blvd Suite 1
(Former Dickenson Building)
Demarcation at pole
Entire Bayhealt Facility
(inculding Dickerson Building)
Demarcation Point at
substation

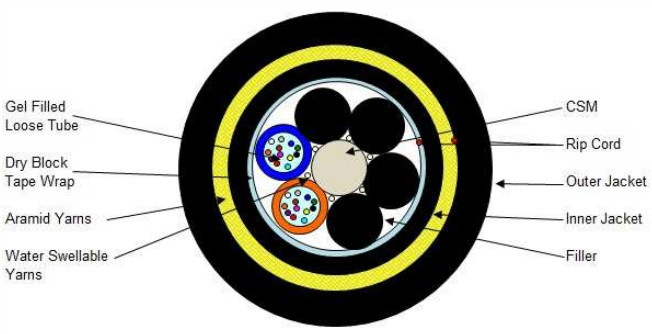

Imaging Center
EXHIBIT A2:
1020 Mattlind Way
(Former Imaging Building)
Demarcation Point
To Substation
© 2025 Microsoft Corporation © 2025 Maxar ©CNES (2025) Distribution Airbus DS

Product Specifications

Part No: 80-012-76E-MBSLWSHS Issue Date: 07/13/2021 Revision #: 02

80-Series Aerial Self Supporting
Gel Filled Loose Tube Fiber Optic Cable

Cable Cross Section



(Representation of a standard 24 fiber construction)

Scope

This document establishes the specification requirements for an aerial all dielectric self-supporting fiber optic cable 12 fibers. A loose buffer tube design, capable of spans up to 107 meters (350 feet), 0.5% installing sag (SL≤3.5% loaded and loaded sag is no greater than 10ft vertical, supporting NESC Heavy conditions in space potential areas less than 12kv.

Applications

Aerial self supporting

Applicable Documents

•TIA/EIA FOTP Standards 455
•Color Coding of Fiber Optic Cables TIA/EIA-598
•IEEE P1222
•Compliant with ANSI/TIA-568-C.3 standard

Cable Construction Details

•Buffer Tube
High Modulus Polymeric Material
•Buffer Tube Dimensions
2.8 mm (0.110 in.), nominal
•Loose Tube/Fiber Color Code:
As per TIA/EIA-598 standard or per customer requirement
•Filling Compound
Non-toxic dermatological safe antioxidant hydrocarbon based gel
•Dielectric Central Strength Member:
Epoxy Glass Rod (up-coated as required per construction)
•Cable Core:
The cable elements with water swellable yarns are stranded around the CSM, using reverse oscillation.
•Moisture Resistance:
A water blocking tape is applied over the cabled core with a 25% nominal overlap.
•Inner Sheath: UV resistant black medium density Polyethylene
Ripcord is applied under the inner sheath.
•Cable Strength:
Aramid yarns are torque balanced and helically applied over the cable core and under the outer sheath.
•Overall Sheath: UV resistant black high density Polyethylene
Nominal wall: 1.52mm (0.060 in.)
Ripcord is applied under the overall sheath.
•Surface Print:
REMFO 80-SERIES "SHS" FIBER OPTIC CABLE 12-SM OS2 REMEE PRODUCTS CORP. [telephone handset symbol] MM/YY (Month & Year of Manufacture), MADE IN THE USA (Lot #) + Sequential Footage Marking

All warranty information can be viewed at WWW.REMEE.COM

Continued

Remee Wire & Cable
1751 State Rte 17A
Florida, New York 10921
Phone: 800.431.3864
Fax: 845.651.4160
Email: info@remee.com
www.remee.com

MADE IN USA

Part No: 80-012-76E-MBSLWSHS Issue Date: 07/13/2021 Revision #: 02

Nominal Cable Dimensions & Weights				
Remee Products Part Number	Number of Fibers	Number of Fibers Per Sub Unit	Cable OD in (mm)	Cable Weight lbs/1000ft
80-012-76E-MBSLWSHS	12	12	0.566 (14.4)	105

**Cables requiring sequential meter marks will need to have a "-MR" suffix on the part number, otherwise the cable will be printed in feet.*

76E - Fiber Characteristics

Fiber Type	Single mode*
Maximum Attenuation @ 1310/1550nm	0.40/0.30 dB/km
Cladding Diameter	125.0 ± 0.7 µm
Maximum Core/Clad Concentricity Error	0.5 µm
Maximum Cladding Non-circularity	0.7%
Primary Coating Diameter	242 ± 7 µm
Cabled Cutoff Wavelength	<1260nm
Mode Field Diameter	8.8-9.6µm @1310nm 9.6-10.6µm @1550nm
Temperature Dependence	≤0.05dB/km (-60°C to 85°C)
Zero Dispersion Slope	0.090ps/nm^2-km
Maximum PMD Link Design Value	0.06ps/√km
Group Refractive Index @ 1310/1550	1.467 / 1.468
Proof Test	100 kpsi

*According to ITU.652.d

All warranty information can be viewed at WWW.REMEE.COM

Continued

Remee Wire & Cable
1751 State Rte 17A
Florida, New York 10921
Phone: 800.431.3864
Fax: 845.651.4160
Email: info@remee.com
www.remee.com

MADE IN USA

Part No: 80-012-76E-MBSLWSHS Issue Date: 07/13/2021 Revision #: 02

Mechanical & Environmental Performance

•Minimum Bending Radius
Loaded : 20 x Diameter
Unloaded : 10 x Diameter

•Temperature Rating
Operation : -40°C to +70°C
Installation : -30°C to +70°C
Storage : -50°C to +70°C
Humidity : 0 to 100%

Warranty Information

All warranty information can be viewed at www.remee.com. This product is RoHS compliant and is directive 2002/95/EC. It is the sole responsibility of the user to have the most current specification. Specifications are subject to change without notice.

Preparation for Shipment

The cable shall be packaged to preclude the inducement of damage due to handling and transportation, and shall be in accordance with the best commercial practices available. Shipping containers shall be constructed as to eliminate any possible damage to the cables due to shipment.

Note: While Remee Products Corp. has made every reasonable effort to ensure the accuracy of the information in this document. Remee Products Corp. reserves the right to make any adjustments to the information contained herein at any time without notice. Remee Products Corp. expressly disclaims all implied warranties regarding the information contained herein, including but not limited to, any implied warranties of merchantability or fitness for particular purpose. The dimensions in this documents are for reference purposes only and are subject to change without notice.

Spec Approval (Custom Designs Only)

Your signature constitutes that you have read and agreed to this specification sheet and upon confirmation of your order. The Remee Wire & Cable warranty is an integral part of this specification. This item may be non-cancelable and non-returnable.

Signature:_____Date:_____

All warranty information can be viewed at WWW.REMEE.COM

Remee Wire & Cable
1751 State Rte 17A
Florida, New York 10921
Phone: 800.431.3864
Fax: 845.651.4160
Email: info@remee.com
www.remee.com

MADE IN USA

Exhibit C

For Bayhealth Sussex Campus Demarcation

Weather proof patch panel enclosure located at south fence of hospital substation (GPS 38.881727-75.397917). This enclosure is the property of Bayhealth and it is the point of demarcation.

For 1020 Mattlind Way (formerly Imaging MMH)

Underground hand held box located next to transformer behind 1018 Mattlind Way.

For 802 N. Dupont Blvd Suite 1 (formerly Dickenson Building extension)

Pole Mounted weatherproof splice enclosure on Dupont BLVD. Pole number 550200/260135

Tax Parcel No. 3-30-11.00-163.00
Prepared by: City of Milford
201 S. Walnut St.
Milford, DE 19963
Return to: City Clerk
City of Milford, 201 S. Walnut St.
Milford, DE 19963

SEWER AND WATER AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between LAURA M. ALATORRE QUINTERO (hereinafter "OWNER") whose principal location is located at 12335 PONDER RD, ELLENDALE, DE 19941, and the City of Milford, a municipal corporation of the State of Delaware, with its principal offices located at 201 South Walnut Street, Milford Delaware, 19963 (hereinafter "CITY").

RECITALS

WHEREAS, the OWNER is the record title owner of a parcel of land consisting of 0.49 acres, more or less, said tract identified on the Sussex County, Delaware tax maps as Tax Parcel No. 3-30-11.00-163.00, said tract hereinafter referred to as the "PROPERTY"; and

WHEREAS the OWNER desires to have the City exercise exclusive authority to provide sanitary sewer and water service for all buildings located on the PROPERTY pursuant to the rules, regulations and rates established from time to time by the CITY and the State of Delaware.

NOW THEREFORE, in consideration of the OWNER'S request to receive CITY sanitary sewer service and in considerations to be paid by the OWNER through the City's Utility Permit application at the amounts adopted by the CITY in the City Fee Schedule, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Permits. The OWNER shall be responsible for obtaining a Utility Permit from the City of Milford and pay all applicable impact fees and inspection fees as required by the City Code and adopted fee schedule.

2. Costs. The OWNER shall be responsible for all costs associated with connecting to the sanitary sewer system, including the costs associated with properly abandoning the septic system previously serving the PROPERTY. The OWNER will be required to connect to City water if and when water becomes technically available to the PROPERTY. All costs associated with the water connection and abandonment of the well will be the responsibility of the OWNER and subject to all applicable City fees as adopted by City Council at the time of future connection.

3. Annexation. The OWNER acknowledges, if and when the PROPERTY becomes contiguous with the CITY municipal boundary, the OWNER shall annex the entire PROPERTY into the City limits. The OWNER must file a petition to annex with the City Planning Department within 90 days of when the property becomes contiguous with the City.

4. Governing Law. This Agreement shall be governed by the laws of the State of Delaware (notwithstanding the fact that one or more parties may now or later become a resident of another state) and the parties hereto agree that the courts of the State of Delaware shall have jurisdiction over any case or controversy and hereby consent to such jurisdiction.

5. Separability. If any section, paragraph, sentence or clause of this Agreement is determined or declared to be invalid or unenforceable by any court of competent jurisdiction, the remainder hereof shall remain in full force and effect.

6. Entire Agreement. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those herein contained.

7. Amendments. This Agreement shall not be amended except in writing executed by all parties hereto.

8. Binding Effect. This Agreement shall be binding upon the parties hereto, their administrators, successors, successors in interest and assigns.

9. Contra Proferentum. The fact that one party has drafted this Agreement shall in no way be used against that party in construing the terms, condition, and obligations hereunder.

10. Headings. Headings and captions used herein are solely for the convenience of the parties and shall have no legal significance in construing the terms of this Agreement.

11. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. Enforcement. In the event of a breach, this Agreement shall be enforced through a decree of specific performance, the parties agreeing that monetary damages would not provide an adequate remedy.

13. Recording. This agreement, duly executed by the City and OWNER, shall be recorded in the office of the Recorder of Deeds, in and for Sussex County, Delaware. The cost of recording shall be paid by the OWNER. The utility permit will be withheld until this agreement is recorded.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

PROPERTY OWNER

Attest: _____ By: _____
Laura M. Alatorre Quintero, Owner

CITY OF MILFORD

Attest: _____ By: _____ (Seal)
City Clerk F. Todd Culotta, Mayor

STATE OF DELAWARE :
:
COUNTY OF :

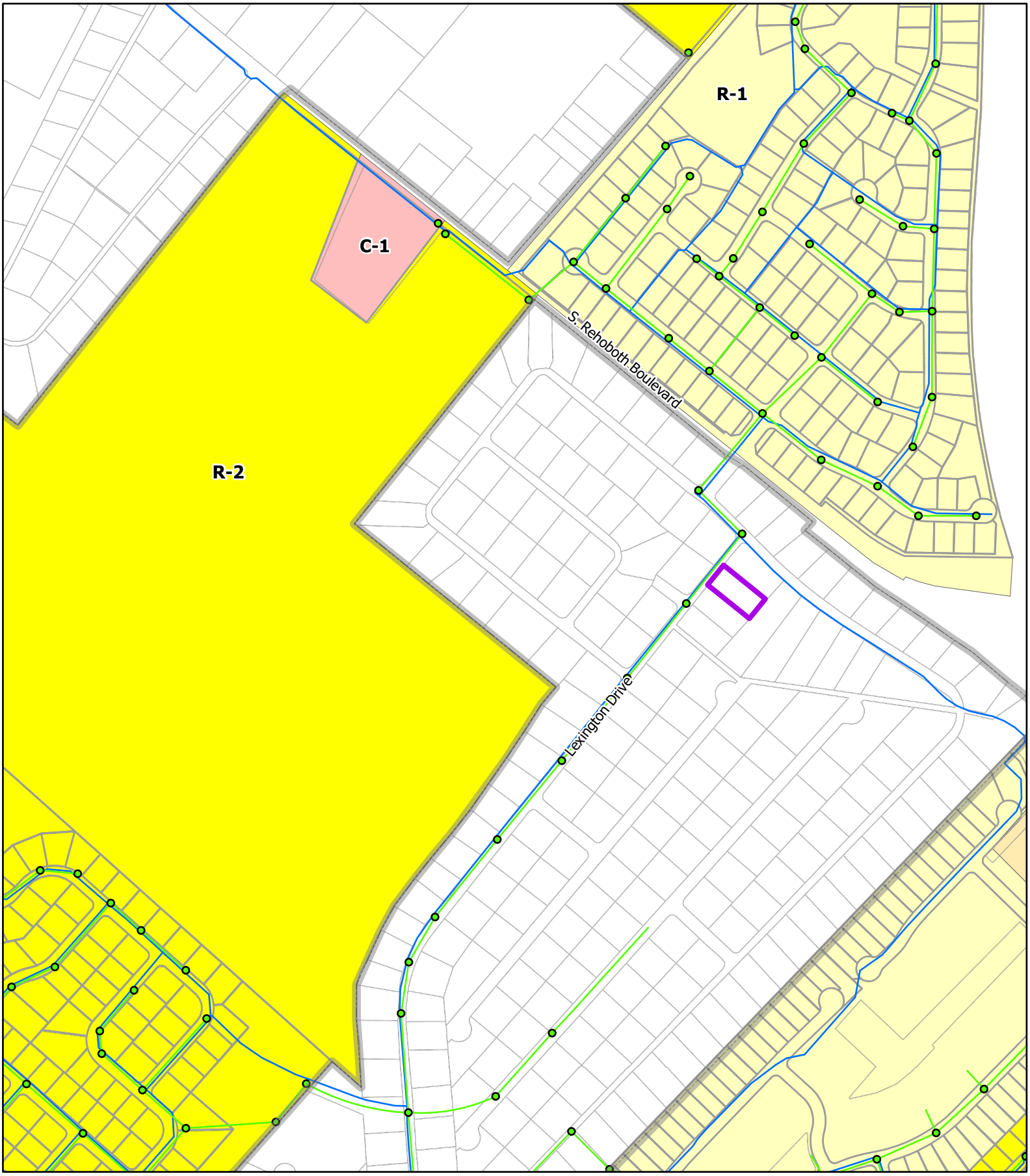
Signed and sworn to before me this _____ day of _____, 2025, by Laura M. Alatorre Quintero.

_____
Signature of Notary Public

STATE OF DELAWARE :
:
COUNTY OF SUSSEX :

Signed and sworn to before me this _____ day of _____, 2025, by F. Todd Culotta, Mayor of the City of Milford.

_____
Signature of Notary Public



THE CITY of Milford DELAWARE

Scale: 0 250 500 Feet

Drawn by: WRP

Date: 08/15/25

Filepath: UtilityAgreement_Quintero.aprx

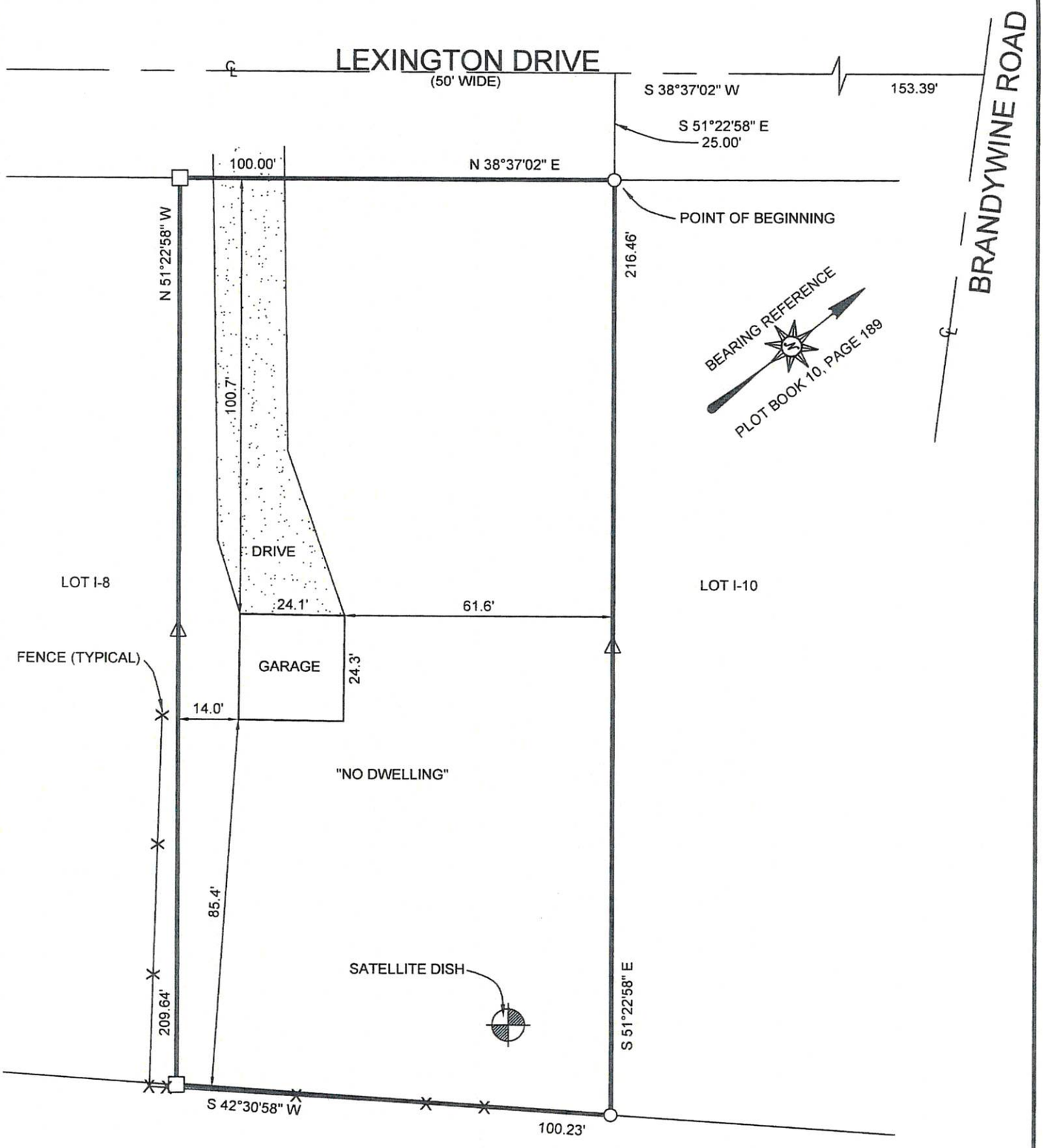
Title:

Sewer and Water Agreement

Lands of Laura Quintero

Location & Zoning Map

TAX MAP NO. 330-11.00-163.00



NOTES:

1) SOURCE OF TITLE: DEED BOOK 5649, PAGE 183
2) CLASS "B", SUBURBAN SURVEY
3) THIS BOUNDARY SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT AND IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH
4) ALL SETBACKS MUST BE VERIFIED BY THE HOMEOWNER AND/OR CONTRACTOR WITH THE APPROPRIATE REGULATORY AUTHORITY

LEGEND:

- ○ FOUND IRON PIPE
- □ FOUND CONCRETE MONUMENT
- △ SET WOOD STAKE P.O.L.

BOUNDARY SURVEY PLAN
PREPARED FOR
LAURA M. ALATORRE QUINTERO
LOT 9, BLOCK I, SHAWNEE ACRES
PLOT BOOK 10, PAGE 189
4 LEXINGTON DRIVE
AREA: 21,305± SQUARE FEET
SITUATE IN: CEDAR CREEK HUNDRED
SUSSEX COUNTY, STATE OF DELAWARE

I, THOMAS M. ORISICH, REGISTERED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF DELAWARE, HEREBY STATE THAT THE INFORMATION SHOWN ON THIS PLAN HAS BEEN PREPARED UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS ESTABLISHED BY THE STATE OF DELAWARE BOARD OF PROFESSIONAL LAND SURVEYORS. ANY CHANGES TO THE PROPERTY CONDITIONS, IMPROVEMENTS, BOUNDARY OR PROPERTY CORNERS AFTER THE DATE SHOWN HEREON SHALL NECESSITATE A NEW REVIEW AND CERTIFICATION FOR ANY OFFICIAL OR LEGAL USE.

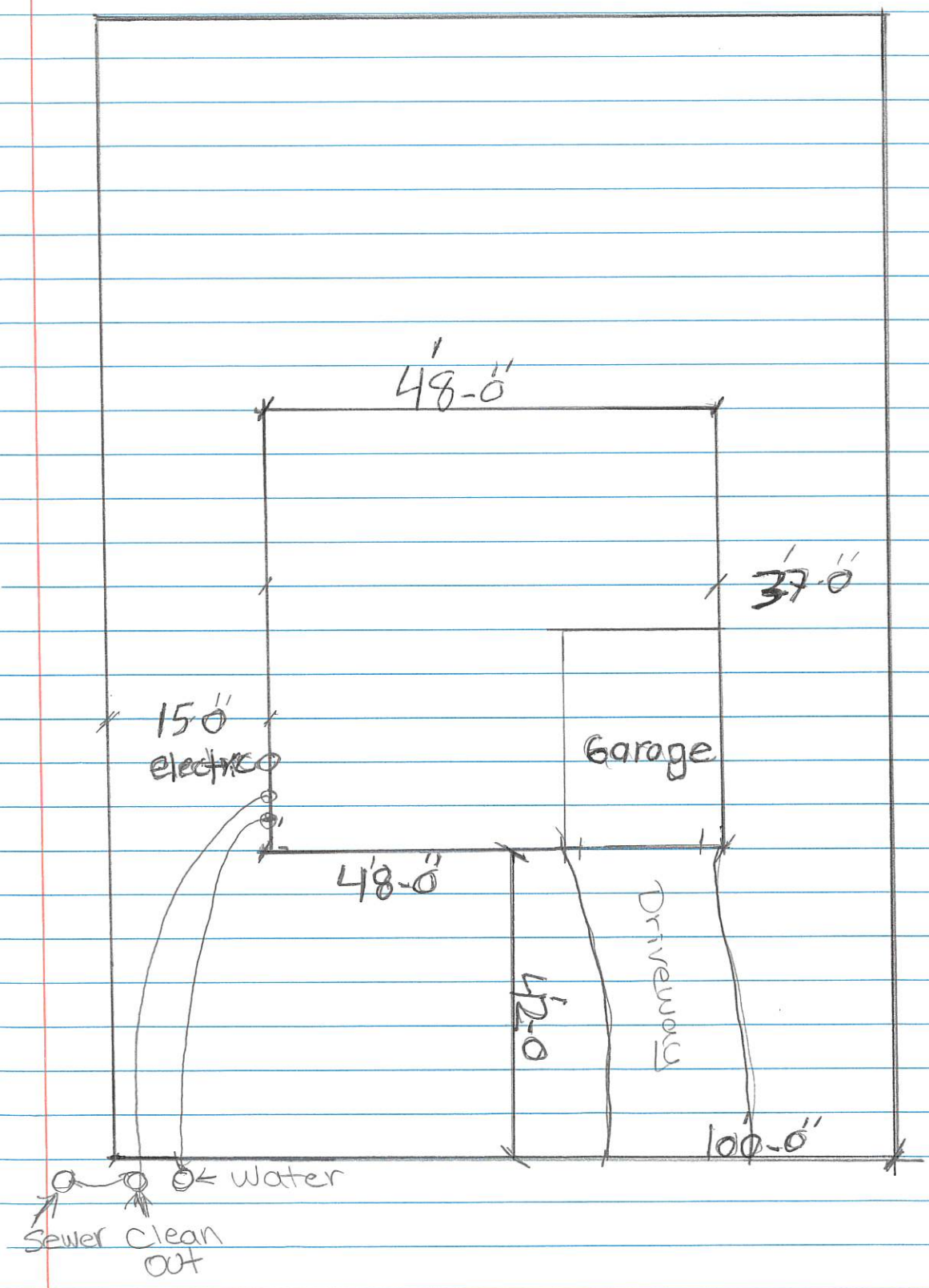
Karins and Associates
ENGINEERS • PLANNERS • SURVEYORS
NEWARK, DE • GEORGETOWN, DE
www.karinsengineering.com

17 POLLY DRUMMOND CENTER * SUITE 201
NEWARK, DELAWARE 19711
PHONE: (302) 369-2900

128 WEST MARKET STREET
GEORGETOWN, DELAWARE 19947
PHONE: (302) 856-6699

APPROVED:
THOMAS M. ORISICH, P.L.S. 630

DATE: 03-30-2022	SCALE: 1" = 30'	DRAWN: MBK	DRAWING: JOB# G 1798-A


48'-0"
37'-0"
15'-0"
electric
Garage
48'-0"
42'-0"
Driveway
100'-0"
water
Sewer
Clean out

Municipal Annexation Plan of Services

Pursuant to Title 22, Delaware Code, §101, any city or town proposing to extend its boundaries, irrespective of any municipal charter provisions, whether such extension is proposed by action of the General Assembly or pursuant to the provisions of a home rule charter, must submit a Plan of Services to the Office of State Planning Coordination. The Plan of Services must be received by our office for review and acceptance at least 20 working days prior to the final discretionary action taken by the municipal legislative body. Please review your charter to identify the final discretionary action for your particular jurisdiction. For example, in some municipalities, the act of voting to hold a special election obligates the jurisdiction to annex the property in advance, pending the outcome of the election. For your information, provisions of the Delaware Code applicable to annexations are attached at the end of the Plan of Services.

- If you complete the form electronically, the template will expand as you type. You must also send a signed original form through the regular mail. To submit attachments electronically, place your cursor in the area indicated at the end of the document and use the Insert function on your toolbar.
- A completed Plan of Services demonstrates the ability of your municipality to provide utilities and public services to the area proposed for annexation. We welcome the inclusion of supplemental materials that illustrate the character of the site, any proposed development, and the impact the proposed annexation will have on your community.
- The form and all attachments must be fully completed at the time of submission. The Plan of Services will not be reviewed unless all attachments have been provided. You can use the list below to be sure all attachments have been included with the Plan of Services.

Attachment Checklist

Locator map	☒ attached	
Annexation map from comprehensive plan	☒ attached	
Water facilities plan	☐ attached	☒ on file with OSPC
Water provider letter	☐ attached	☒ not applicable
Wastewater facilities plan	☐ attached	☒ on file with OSPC
Wastewater provider letter	☒ attached	☐ not applicable
Electric provider letter	☐ attached	☒ not applicable
Police, Fire, EMS letters	☒ attached	
Current municipal budget	☒ attached	☐ on file with OSPC
Current municipal audit	☒ attached	☐ on file with OSPC
Annexation agreements	☒ attached	☐ not applicable
Planning or Annexation Committee report	☒ attached	
Signatures of Mayor and Town Engineer	☒ attached	

NOTES:

MUNICIPAL ANNEXATION
PLAN OF SERVICES

1. Property Information

1.1	Property name/description: Revocable Trust of Pamela Davis Thompson		
1.2	Tax parcel identification number(s): 3-30-11.00-007.00		
1.3	Address: 2 N. Brandywine Road		
	City : Milford	State: DE	Zip code: 19963
1.4	Total acreage: 0.53		
1.5	Locator map which clearly shows the parcel(s) and demonstrates contiguity ☒ attached.		
1.6	Annexation map from the certified municipal comprehensive plan which clearly indicates the location of the parcel(s) ☒ attached.		
1.7	Name of petitioner for annexation: Pamela Davis Thompson		
	Address: 2 N. Brandywine Road		
	City : Milford	State: DE	Zip code: 19963
1.8	Municipality name: Milford	Contact person: Rob Pierce	
	Address: 201 S Walnut Street		
	City : Milford	State: DE	Zip code: 19963
	Phone: 302.424.8396	E-Mail: rpierce@milford-de.gov	

2. Planning Information

2.1	Is the property developed? ☐ Yes ☐ No		
2.2	How is the property identified in the certified municipal annexation plan?		
	Annexation area ☐	Short-term annexation area ☐	Long-term annexation area ☐
	Other (define):		
2.3	What is the land-use designation in the certified municipal annexation plan? Residential		
2.4	Current use: Single-family Detached Dwelling	Current county zoning: AR-1	
2.5	Proposed use: Low Density Residential	Proposed municipal zoning: R-1	
2.6	Proposed density: n/a	Maximum allowable density: 4 units/acre	
2.7	EDUs within current municipal boundaries: 11,370 Vacant acreage within current municipal boundaries: 1,965		

2.8

Utility/Service:	Provider:
Water	Milford
Wastewater transmission	Milford
Wastewater treatment	Kent County Levy Court
Electricity	Milford
Police	Milford
Fire	Carlisle Fire Company
EMS	Carlisle Fire Company/Kent County EMS
Road maintenance and repair	DelDOT
Other:	

3. Abbreviated Plan of Services

Indicate if any of the following conditions apply to the proposed annexation area and proceed to Section 9. If none apply, proceed to Section 4.

☐	The property is an enclave[1] of five (5) acres or less.
☐	The property is ten (10) acres or less and more than 50% is within municipal boundaries.
☐	The property has been subdivided and fully developed and utilities and services are currently provided by the municipality.
☐	The property has been subdivided and fully developed and utilities/services are provided by the municipality or another public utility. The public utility must supply a letter of concurrence describing their ability to provide necessary services to the proposed annexation area.

4. Water System

4.1	☒ Check here if the municipality will provide water to the proposed annexation area, attach relevant sections of the most recent water facilities plan and complete Items 4.2 through 4.7. If not, proceed to Item 4.8.
4.2	Current municipal system capacity (maximum gpd without capital expenditure): 5,489,000
4.3	Average municipal water usage (gpd): 2,759,747
4.4	DNREC permit allocation (gpd): 5,489, DNREC permit #: 88-007-A, B, CM, D
4.5	Estimated future water demand (gpd) within current municipal boundaries based on approved EDUs and full build-out of vacant acreage under current zoning: 5,000,000
4.6	Estimated future water demand for the proposed annexation area (gpd) based on EDUs for proposed density or maximum allowable density under the proposed zoning: 250
4.7	If the current infrastructure cannot meet the estimated demand of the proposed annexation area, indicate how this will be addressed: See paragraph D(3) of the attached annexation agreement.
4.8	If the municipality does not provide water, attach statement(s) from the water provider indicating their ability to serve the proposed annexation area and briefly describing system capacity and capital improvements needed to support either the proposed density or maximum allowable density under the proposed zoning. The provider should detail specific phasing plans or other special arrangements needed to supply service to the annexation area. ☐ letter attached

5. Wastewater System

5.1	☒ Check here if the proposed annexation area will be served by a public wastewater system and complete Items 5.2 through 5.8. If not, complete Items 5.8 and 5.9.
5.2	☐ Check here if the municipality will transmit and treat wastewater from the proposed annexation area, attach relevant sections of the wastewater facilities plan, and complete Items 5.3 through 5.8. ☐ Check here if the municipality will transmit wastewater to another treatment operator and proceed to Item 5.9. ☐ Check here if wastewater will be transmitted and treated by another treatment operator and proceed to Item 5.9.
5.3	Current municipal treatment capacity (daily maximum gpd without capital expenditure): n/a
5.4	Current municipal average wastewater flow (gpd): 2,842,624
5.5	DNREC permitted discharge (gpd): n/a
5.6	Estimated future wastewater demand (gpd) within current municipal boundaries based on approved EDUs and full build-out of vacant acreage under current zoning: 5,000,000

5.7	Estimated future wastewater demand for proposed annexation area (gpd) based on EDUs under the proposed density or maximum allowable density under the proposed zoning: 250
5.8	Describe any municipal or developer funded infrastructure improvements necessary to transmit and/or treat waste from the proposed annexation area. See annexation agreement, Paragraph D(3)
5.9	If the municipality does not provide wastewater transmission and/or treatment, attach statement(s) from the wastewater service provider and/or treatment operator indicating their ability to serve the proposed annexation area and briefly describing system capacity and capital improvements needed to support either the proposed density or maximum allowable density under the proposed zoning. The provider should detail specific phasing plans or other special arrangements needed to supply service to the annexation area. ☒ letter attached

6. Electricity

6.1	☒ Check here if the municipality will provide electric service to the proposed annexation area and complete Items 6.2 and 6.3. If not, proceed to Item 6.4.
6.2	Date of the most recent municipal electrical facilities plan: n/a
6.3	Describe electrical upgrades underway or planned within the next 5 years for the proposed annexation area: n/a
6.4	If electrical service is to be provided by another jurisdiction or a public utility regulated by the Delaware Public Service Commission, attach a statement from the provider indicating their ability to serve the proposed annexation area and briefly describing phasing plans or special arrangements needed to support either the proposed density or maximum allowable density under the proposed zoning. ☐ letter attached

7. Public Safety

7.1	Public safety and other non-municipal authorities are obligated to serve their territories and are to be notified of proposed annexations. Attach copies of notification letters *and any responses* to and from non-municipal police, fire, EMS, county or other authorities having jurisdiction in the proposed annexation area. ☒ letters attached

8. Fiscal Information

8.1	Attach a copy of the municipality's current fiscal year budget. ☐ budget attached ☐ budget on file with Office of State Planning Coordination ☐ budget not available; the fiscal management practices of the municipality are described as follows :
8.2	Attach a copy of the most recent audit prepared for the municipality. ☐ audit attached ☐ audit on file with Office of State Planning Coordination ☐ audit not available
8.3	If applicable, attach copies of any annexation agreement(s) with owners, potential buyers or developers, and/or service providers pertaining to the proposed annexation area. ☐ agreement(s) attached ☐ not applicable
8.4	If applicable, use the following table to indicate the source of funds to construct infrastructure necessary to develop the annexation area to either the proposed density or maximum allowable density under the proposed zoning. ☒ not applicable

Capital Infrastructure Improvements	Impact Fees or Annexation Fees from Developer or Public Utility	Other Municipal Funds
Water system	☐	☐
Wastewater transmission	☐	☐
Wastewater treatment	☐	☐
Electrical system	☐	☐
Public streets	☐	☐

8.5 If applicable, use the following table to indicate the source of funds to maintain the annexation area when developed to either the proposed density or maximum allowable density under the proposed zoning. ☒ not applicable

Operating and Maintenance Costs	Homeowner or Condominium Association Fees	Public Utility Fees or Enterprise Funds [2]	Other Municipal Funds
Water system	☐	☐	☐
Wastewater transmission	☐	☐	☐
Wastewater treatment	☐	☐	☐
Electrical system	☐	☐	☐
Public streets	☐	☐	☐

9. Certifications

The undersigned certify that the information provided in this Plan of Services is complete and accurate to the greatest extent practicable and that all letters required from service and utility providers are attached.

Mayor _____ Town Engineer _____

Place your cursor below this line and use the Insert function on your toolbar to attach documents electronically.

[1] **The Office of State Planning Coordination has final discretion and is available to help your municipality evaluate whether specific parcels meet these guidelines or merit additional consideration due to unusual boundary configurations or other special factors. An enclave is defined for the purpose of evaluating this Plan of Services as an individual lot, piece or parcel of land, a group of parcels or an entire subdivision of record; where**

a. the boundaries are not less than 50% contiguous with the boundaries of an annexing municipal corporation; and which is designated by the municipality's most recent certified comprehensive plan as an annexation area; and

b. is lawfully accessible by vehicular traffic over lands lying within the annexing municipal corporation; and

c. is receiving public services such as water, sewer, electric, police protection, fire protection or trash collection, from the said municipal corporation, its municipal electric company, or any water and/or sewer authority of which the said municipal corporation is a member; or

d. in addition to item B, is not currently receiving public services but will have available such public services as are provided to other properties within the annexing municipal corporation whether by the said municipal corporation, its municipal electric company, any water and/or sewer authority of which the said municipal corporation is a member, or by a public utility regulated by the Delaware Public Service Commission.

[2] **Enterprise funds, typically for municipal utilities, are financed by user fees for the utilities. The purpose of enterprise funds is to provide services to consumers at a price that will cover both the current cost of operations and the maintenance and financing of necessary capital assets.**

Provisions of the Delaware Code Applicable to Annexations

Title 22 § 101 Annexation by city or town

Any city or town proposing to extend its boundaries, irrespective of any municipal charter provisions, whether such extension is proposed by action of the General Assembly or pursuant to the provisions of a home rule charter, except any proposed annexation that has been submitted to the Office of State Planning Coordination prior to the effective date of this Act for review, shall conform to the following provisions:

(a) All annexations must be consistent with the most recently adopted municipal comprehensive plan meeting the requirements of Title 22, Chapter 7, Delaware Code. The area(s) being considered must be depicted as area(s) for future annexation on the adopted plan. If a municipality does not have an adopted comprehensive plan, or if its adopted comprehensive plan does not depict areas for future annexation, it shall prepare and adopt a plan or plan amendment within 12 months of the effective date of this Act. The municipality shall not approve any annexations until such plan or plan amendment is adopted, notwithstanding any other charter provisions; except that during the 12-month period a municipality may consider an annexation of already developed parcels where the proposed use(s) will not change from that currently authorized in the adjacent jurisdiction and where the primary purpose of the annexation is to address existing public health or safety issues such as, but not limited to, failing on-site wastewater disposal systems or contaminated or inadequate drinking water. In such cases the provisions of §101(b) through (f) of this section shall not apply.

(b) A city or town shall prepare a plan of services indicating those services it expects to provide to the newly annexed area, how such services will be provided, and the fiscal and operating capabilities of the municipality to provide such services. Should any services be provided by another jurisdiction or a public utility regulated by the Delaware Public Service Commission, the written comments of such provider on the provider's ability to provide the necessary services for the proposed annexation shall be obtained and included in the plan of services. The study shall be conducted in accordance with standards or criteria established by the Cabinet Committee on State Planning Issues as administered

by the Office of State Planning Coordination.

(c) At the time of annexation the jurisdiction shall by ordinance rezone the area being annexed to a zoning classification consistent with the adopted comprehensive plan or development strategy.

(d) A municipality proposing annexation must fully comply with the provisions of Chapter 92, Title 29, Delaware Code as to State notice, and must demonstrate that it has notified all other affected jurisdictions, conducted a public hearing, and provided a comment period of at least 30 days before formal annexation. The city or town proposing annexation shall file with the State Office of Planning Coordination any written comments received concerning such proposed annexation together with any response(s) thereto.

(e) The Advisory Council on Planning Coordination shall establish a mechanism for resolving disputes between jurisdictions regarding annexations. The mechanism developed by the Council shall address: determination of how the costs for the dispute resolution process are born among the parties; timeline for the dispute resolution process; and extent to which the dispute resolution process will be enforceable.

Title 22 § 702. Comprehensive development plan

(a) A planning commission established by any incorporated municipality under this chapter shall prepare a comprehensive plan for the city or town or portions thereof as the commission deems appropriate. It is the purpose of this section to encourage the most appropriate uses of the physical and fiscal resources of the municipality and the coordination of municipal growth, development and infrastructure investment actions with those of other municipalities, counties and the State through a process of municipal comprehensive planning.

(b) Comprehensive plan means a document in text and maps, containing at a minimum, a municipal development strategy setting forth the jurisdiction's position on population and housing growth within the jurisdiction, expansion of its boundaries, development of adjacent areas, redevelopment potential, community character, and the general uses of land within the community, and critical community development and infrastructure issues. The comprehensive planning process shall demonstrate coordination with other municipalities, the county and the State during plan preparation. The comprehensive plan for municipalities of greater than 2,000 population shall also contain, as appropriate to the size and character of the jurisdiction, a description of the physical, demographic and economic conditions of the jurisdiction; as well as policies, statements, goals and planning components for public and private uses of land, transportation, economic development, affordable housing, community facilities, open spaces and recreation, protection of sensitive areas, community design, adequate water and wastewater systems, protection of historic and cultural resources, annexation and such other elements which in accordance with present and future needs, in the judgment of the municipality, best promotes the health, safety, prosperity and general public welfare of the jurisdiction's residents.

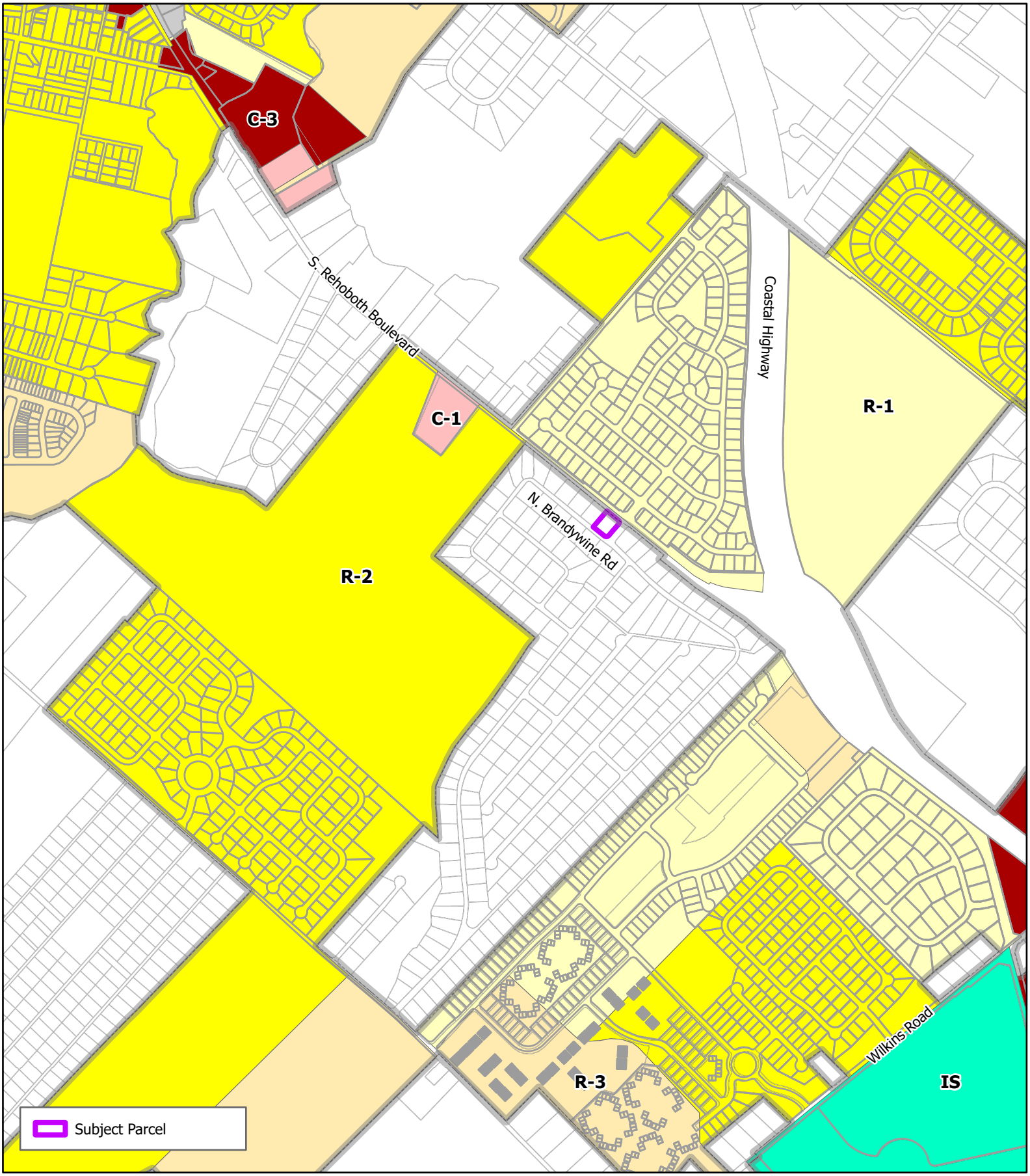
(c) The comprehensive plan shall be the basis for the development of zoning regulations as permitted pursuant to Chapter 3 of this title.

(d) After a comprehensive plan or portion thereof has been adopted by the municipality in accordance to this chapter, the comprehensive plan shall have the force of law and no development shall be permitted except as consistent with the plan.

(e) At least every 5 years a municipality shall review its adopted comprehensive plan to determine if its provisions are still relevant given changing conditions in the municipality or in the surrounding areas. The adopted comprehensive plan shall be revised, updated and amended as necessary, and re-adopted at least every 10 years.

(f) Municipalities shall file their adopted comprehensive plan with the Office of State Planning

Coordination within 90 days of the effective date of this section, and within 90 days after any re-adoption or revision, update or amendment thereto. Municipalities shall further provide to the Office of State Planning Coordination by December 31 of each year a report describing implementation of their comprehensive plan and identifying development issues, trends or conditions since the plan was last adopted or amended.



THE CITY of Milford DELAWARE

Scale: Feet
0 500 1,000

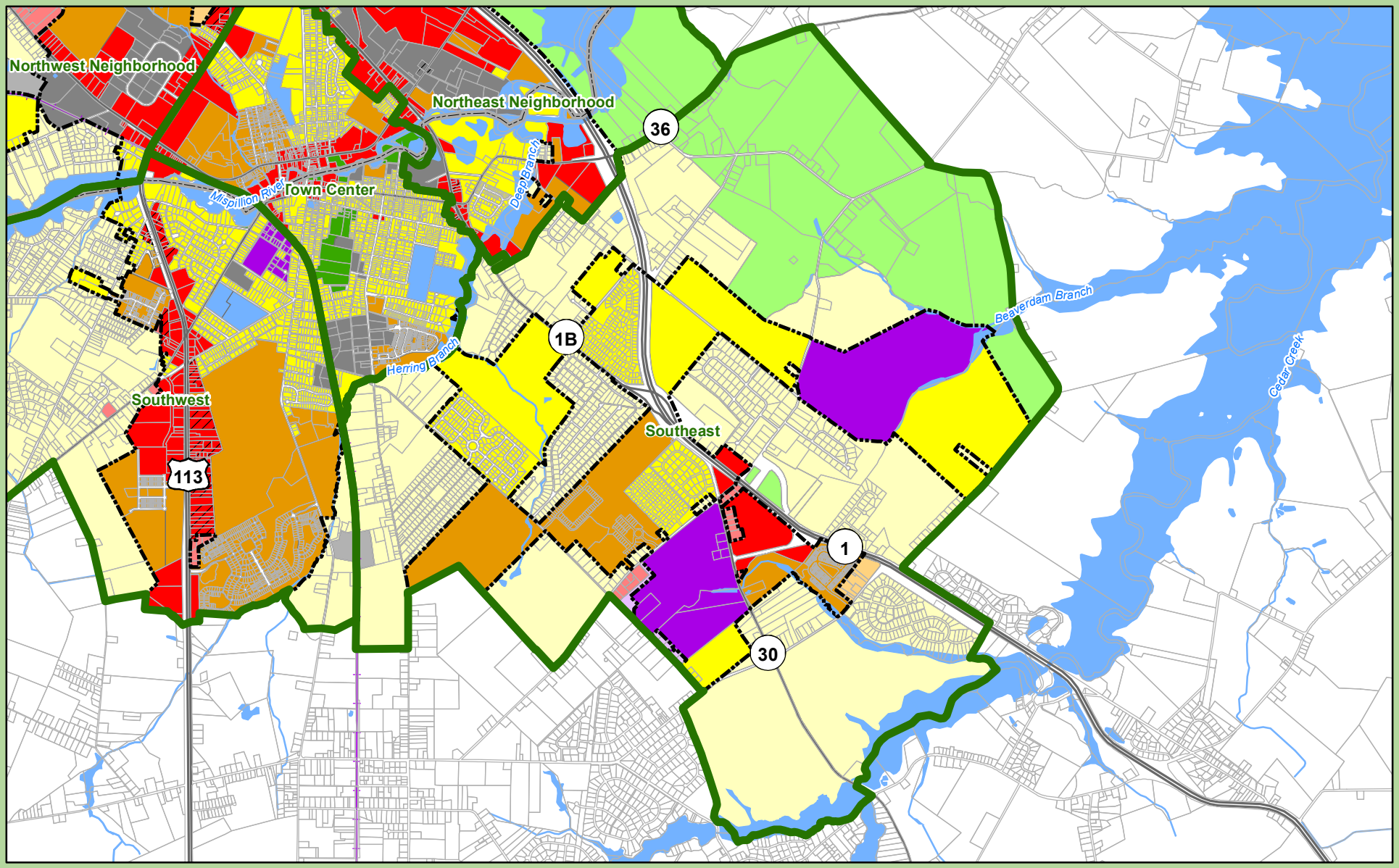
Drawn by: WRP

Date: 07/17/25

Filepath: Annexation_Thompson.aprx

Title:

Annexation
Revocable Trust of
Pamela Davis Thompson
Location & Zoning M



Neighborhoods

Land Use Type

- Open Space
- Proposed Open Space
- Low Density Residential
- Proposed Low Density Residential
- Moderate Density Residential
- Proposed Moderate Density Residential
- Employment
- Proposed Employment
- Institutional
- Commercial
- Proposed Commercial
- Industrial
- Proposed Industrial
- Transition Area
- Municipal Boundary
- County Boundaries
- State Parcels
- Routes
- Rail Lines
- Hydrology
- Bodies of Water

City of Milford, Delaware

Future Land Use

Southeast

Adopted Jan. 22, 2018, Certified TBD

0 0.2 0.4 0.8 1.2 1.6 Miles

Sources:

Municipal Boundaries - Delaware Office of State Planning Coordination, FirstMap 10/17.
DRAFT Future Landuse - City of Milford, Delaware 01/18.
Road and Rail Network - Delaware Department of Transportation, FirstMap 01/18.
Hydrology - USGS and EPA, FirstMap 01/18.

Note:This map is provided by the University of Delaware, Institute for Public Administration (IPA) solely for display and reference purposes and is subject to change without notice. No claims, either real or assumed, as to the absolute accuracy or precision of any data contained herein are made by IPA, nor will IPA be held responsible for any use of this document for purposes other than which it was intended.

THE CITY of Milford DELAWARE

UNIVERSITY OF DELAWARE

www.ipa.udel.edu

institute for Public Administration

KENT COUNTY LEVY COURT
555 Bay Rd Dover, DE 19901 (302) 744-2300 www.kentcountyde.gov

DEPARTMENT OF PUBLIC WORKS
Engineering Division (302) 744-2430 Fax (302) 736-2100 555 Bay Rd., Dover, DE 19901
Wastewater Facilities Division (302) 335-6000 Fax (302) 335-0365 139 Milford Neck Rd., Milford, DE 19963

Jully 31, 2025

Rob Pierce, AICP
Planning Director
City of Milford – Public Works Facility
180 Vickers Drive
Milford, DE 19963

RE: SEWER SERVICE AVAILABILITY LANDS OF REVOCABLE TRUST OF PAMELA DAVIS THOMPSON
CITY OF MILFORD – TAX PARCEL # 3-30-11.00-007.00

Dear Mr. Pierce,

We are in receipt of the City's request, complying with the Office of State Planning Coordination submission requirements, for sewer service availability. Your correspondence indicates the parcel in question, 3-30-11.00-007.00 is approximately 0.53 +/- total acres and located entirely in Sussex County. Based on the proposed R-1 (Single-family Residential District) and the land use limitation associated with this zoning classification, we expect the proposed flow volume of 250 gallons per day (1 EDU), which will generate from this parcel, to be negligible.

It appears that the resulting flow would be directed through the City of Milford's local gravity collection system to the County owned Pump Station 7 (PS 7). Any upgrades to the local/municipal system will be the responsibility of the City of Milford. Kent County has adequate capacity at PS 7 and in the downstream infrastructure to accommodate the proposed project.

The proposed maximum flows are within the City's previously requested flow envelope and are therefore covered by the City's Contract User Agreement. Please review your previous requests and update to include this request.

If you have any questions and/or comments, please do not hesitate to contact us.

Sincerely,

marie Betty Lafortune
Marie Betty Lafortune
Engineering Project Manager

cc: Joshua Thomas, AICP, State of Delaware, Office of Planning Coordination

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

July 29, 2025

Marie Betty Lafortune
Engineering Project Manager
Kent County Levy Court
555 Bay Road
Dover, DE 19901

RE: Proposed Annexation of Lands
Revocable Trust of Pamela Davis Thompson
Sussex County Tax Map No(s) – 3-30-11.00-007.00

Mrs. Lafortune,

In an effort to provide all relevant information to the Delaware Office of State Planning Coordination for annexations into the City of Milford, I am requesting a letter regarding sanitary sewer service for the above referenced parcel. Attached you will find the Plan of Services for the proposed annexation.

The annexation area contains one parcel totaling approximately 0.53 +/- acres currently zoned AR-1 (Agricultural Residential) within Sussex County. If the annexation is approved, the parcels would be zoned R-1 (Single-family Residential District) and the use of the property would be one existing single-family detached dwelling, totaling 1 EDU. It is anticipated that any flow associated with this project would occur within the next year. The sewage discharge will ultimately be conveyed to Kent County Pump Station No. 7.

Since the annexation process is time sensitive, the City would appreciate a response within thirty (30) days. Feel free to contact me at 302-424-8396 should you have any questions.

Sincerely,

William R. Pierce II

Rob Pierce, AICP
Planning Director

cc: Joshua Thomas, AICP – Delaware Office of State Planning Coordination

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

July 29, 2025

Shawn Hinton, Chief
Carlisle Fire Department
PO Box 292
Milford, DE 19963

RE: Proposed Annexation of Lands
Revocable Trust of Pamela Davis Thompson
Sussex County Tax Map No(s) – 3-30-11.00-007.00

Chief Hinton,

In an effort to provide all relevant information to the Delaware Office of State Planning Coordination for annexations into the City of Milford, I am requesting a letter regarding fire service for the above referenced parcel. Attached you will find the Plan of Services for the proposed annexation.

The annexation area contains one parcel totaling approximately 0.53 +/- acres currently zoned AR-1 (Agricultural Residential) within Sussex County. If the annexation is approved, the parcels would be zoned R-1 (Single-family Residential District) and the use of the property would be one existing single-family detached dwelling.

Since the annexation process is time sensitive, the City would appreciate a response within thirty (30) days. Feel free to contact me at 302-424-8396 should you have any questions.

Sincerely,

William R. Pierce II

Rob Pierce, AICP
Planning Director

cc: Joshua Thomas, AICP – Delaware Office of State Planning Coordination

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

July 29, 2025

Chief Cecilia Ashe
Milford Police Department
401 NE Front Street
Milford, DE 19963

RE: Proposed Annexation of Lands
Revocable Trust of Pamela Davis Thompson
Sussex County Tax Map No(s) – 3-30-11.00-007.00

Chief Ashe,

In an effort to provide all relevant information to the Delaware Office of State Planning Coordination for annexations into the City of Milford, I am requesting a letter regarding police service for the above referenced parcel. Attached you will find the Plan of Services for the proposed annexation.

The annexation area contains one parcel totaling approximately 0.53 +/- acres currently zoned AR-1 (Agricultural Residential) within Sussex County. If the annexation is approved, the parcels would be zoned R-1 (Single-family Residential District) and the use of the property would be one existing single-family detached dwelling.

Since the annexation process is time sensitive, the City would appreciate a response within thirty (30) days. Feel free to contact me at 302-424-8396 should you have any questions.

Sincerely,

William R. Pierce II

Rob Pierce, AICP
Planning Director

cc: Joshua Thomas, AICP – Delaware Office of State Planning Coordination

THE CITY of Milford DELAWARE

FY26 Budget Draft

Consolidated Budget Summary

Updated June 19, 2025

FY26 Budget Draft v1 – Operating & Capital Budget Summary

CITY OF MILFORD
FISCAL YEAR 2025-26
CONSOLIDATED BUDGET RECOMMENDATION (v1)

FY26 OPERATING & CAPITAL BUDGET SUMMARY
FINAL DRAFT (v1: 6/19/2025)

FUND / DEPARTMENT	CURRENT REVENUE	APPLICATION OF RESERVES	TOTAL FUNDING	OPERATIONS & MAINTENANCE	DEBT SERVICE	CAPITAL	TOTAL EXPENDITURES
GENERAL FUND							
ADMINISTRATION	14,677,731	1,069,493	15,747,224	946,140			946,140
PLANNING	704,920		704,920	983,290			983,290
FINANCE			-	909,990			909,990
INFORMATION TECHNOLOGY		24,879	24,879	1,090,104		24,879	1,114,983
POLICE	603,917	237,101	841,018	8,622,000	488,882	244,701	9,355,583
STREETS		2,376,177	2,376,177	1,067,785		2,576,177	3,643,962
PARKS & RECREATION	99,000	758,500	857,500	1,712,520		758,500	2,471,020
CITY CLERKS			-	369,640			369,640
COUNCIL / ELECTIONS			-	757,110			757,110
TOTAL GENERAL FUND	**$ 16,085,568**	**$ 4,466,150**	**$ 20,551,718**	**$ 16,458,579**	**$ 488,882**	**$ 3,604,257**	**$ 20,551,718**
WATER	4,204,619	3,109,135	7,313,754	3,038,760	365,275	3,909,719	7,313,754
SEWER	6,813,653	2,169,172	8,982,825	6,222,806	416,477	2,343,542	8,982,825
SOLID WASTE	1,863,130	236,033	2,099,163	2,006,925		92,238	2,099,163
ELECTRIC	35,636,634	839,301	36,475,935	35,331,923	319,815	824,197	36,475,935
OTAL BUDGET	**$ 64,603,604**	**$ 10,819,790**	**$ 75,423,394**	**$ 63,058,993**	**$ 1,590,449**	**$ 10,773,952**	**$ 75,423,394**

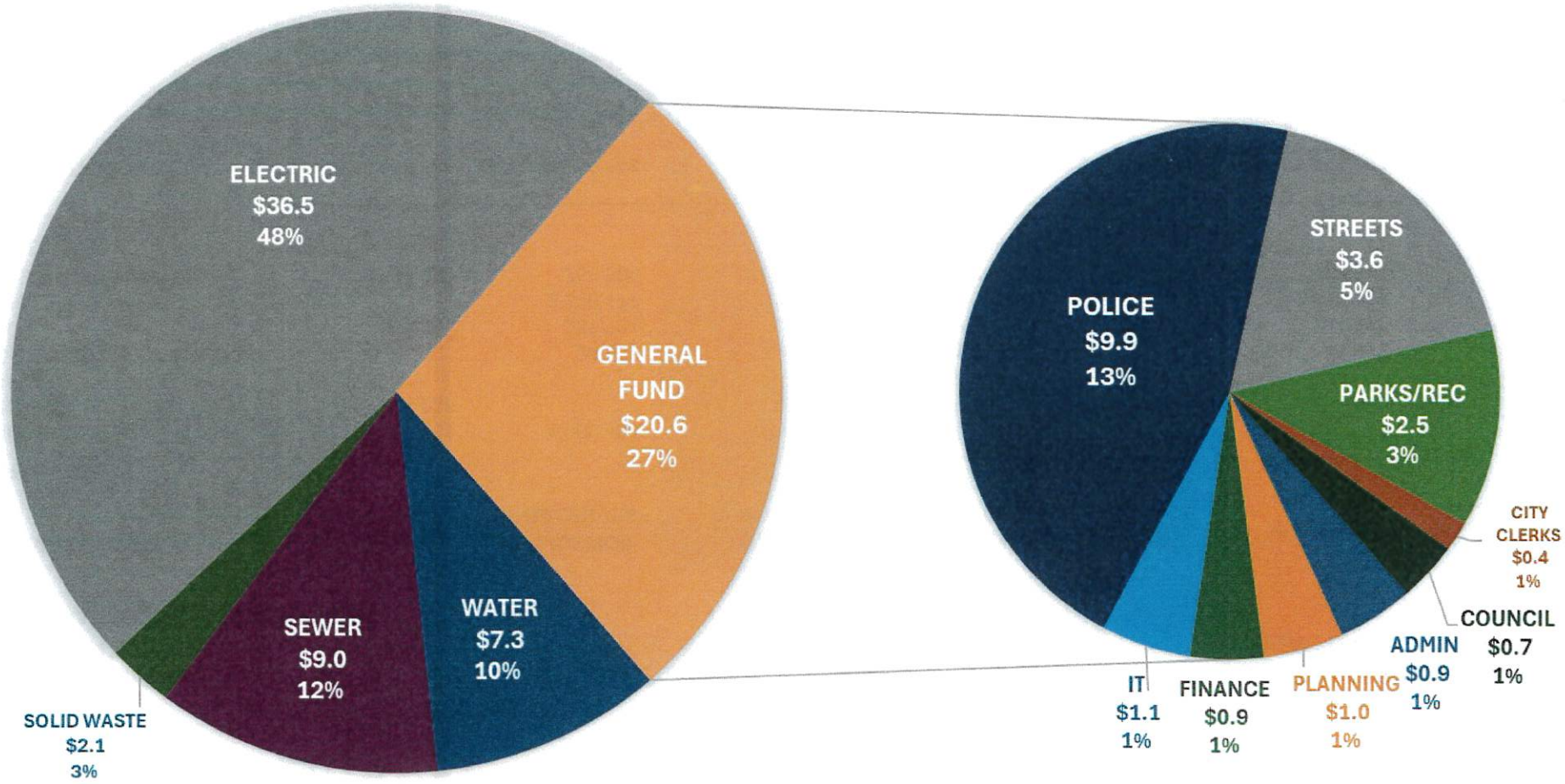
FY26 Budget Draft v2 – Operating & Capital Budget Summary

CITY OF MILFORD
FISCAL YEAR 2025-26
CONSOLIDATED BUDGET RECOMMENDATION (v2)

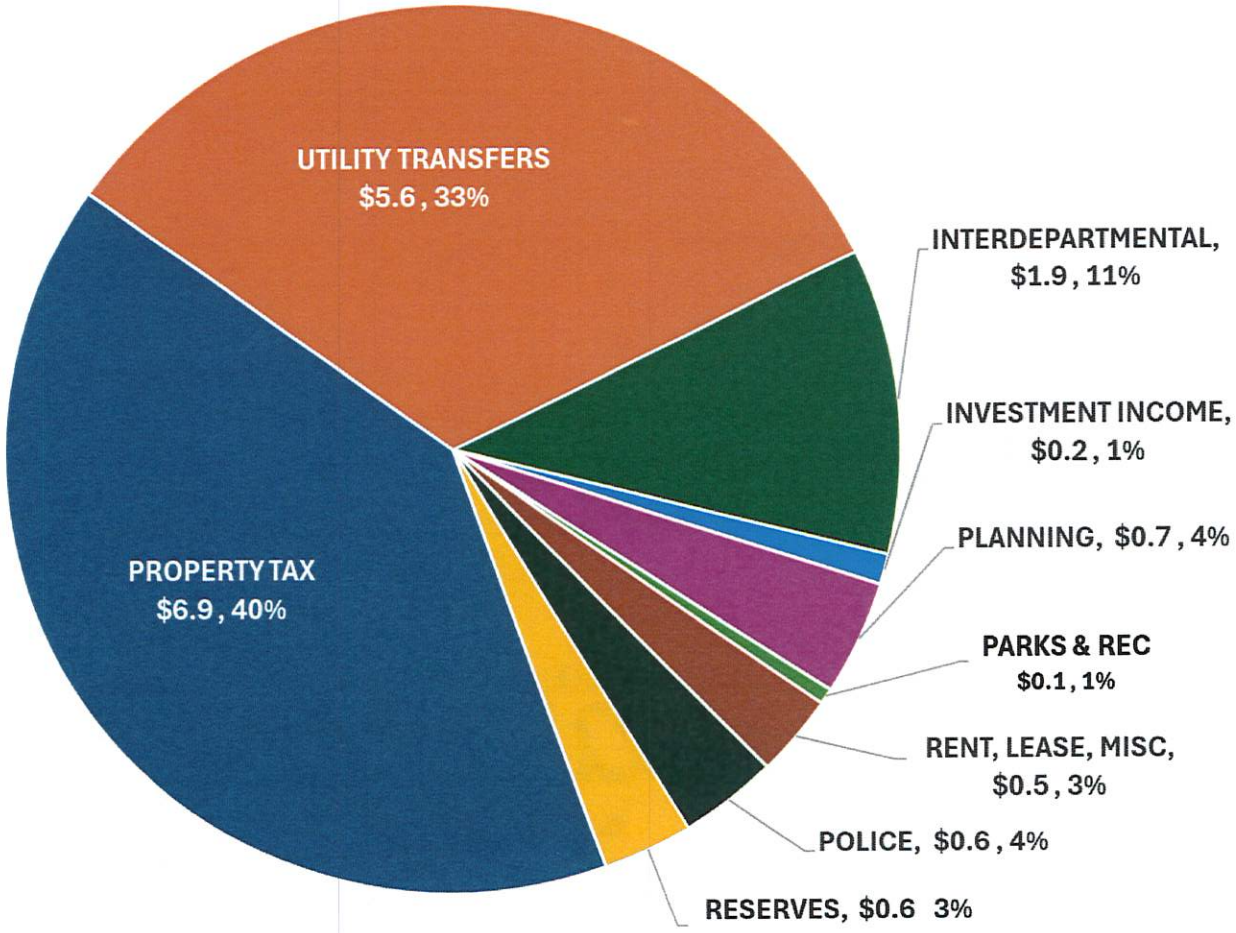
FY26 OPERATING & CAPITAL BUDGET SUMMARY
FINAL DRAFT (v2: 6/19/2025)

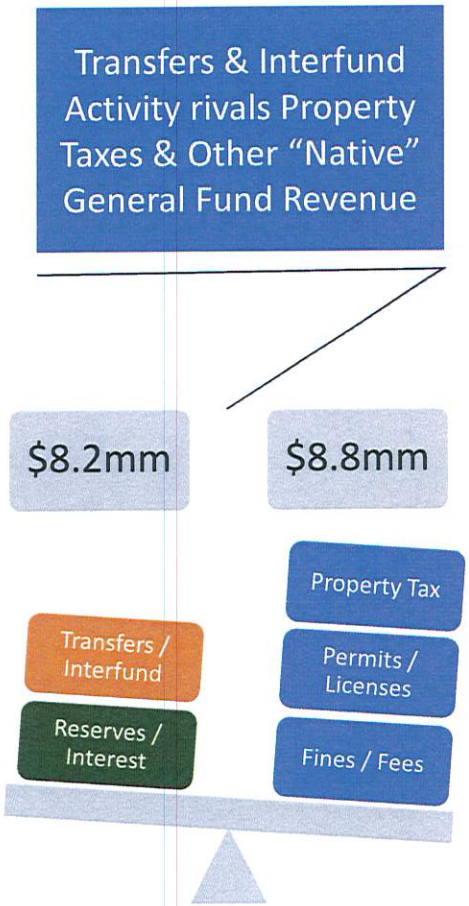
FUND / DEPARTMENT	CURRENT REVENUE	APPLICATION OF RESERVES	TOTAL FUNDING	OPERATIONS & MAINTENANCE	DEBT SERVICE	CAPITAL	TOTAL EXPENDITURES
GENERAL FUND							
ADMINISTRATION	14,677,731	1,069,491	15,747,222	938,340			938,340
PLANNING	704,920		704,920	982,915			982,915
FINANCE			-	906,333			906,333
INFORMATION TECHNOLOGY		24,879	24,879	1,074,154		24,879	1,099,033
POLICE	603,917	237,101	841,018	8,666,950	488,882	244,701	9,400,533
STREETS		2,376,177	2,376,177	1,066,710		2,576,177	3,642,887
PARKS & RECREATION	99,000	758,500	857,500	1,711,500		758,500	2,470,000
CITY CLERKS			-	368,815			368,815
COUNCIL / ELECTIONS			-	742,860			742,860
TOTAL GENERAL FUND	**$ 16,085,568**	**$ 4,466,148**	**$ 20,551,716**	**$ 16,458,577**	**$ 488,882**	**$ 3,604,257**	**$ 20,551,716**
WATER	4,204,619	3,109,135	7,313,754	3,038,760	365,275	3,909,719	7,313,754
SEWER	6,813,653	2,169,172	8,982,825	6,222,806	416,477	2,343,542	8,982,825
SOLID WASTE	1,863,130	236,033	2,099,163	2,006,925		92,238	2,099,163
ELECTRIC	35,636,634	839,301	36,475,935	35,331,923	319,815	824,197	36,475,935
OTAL BUDGET	**$ 64,603,604**	**$ 10,819,788**	**$ 75,423,392**	**$ 63,058,991**	**$ 1,590,449**	**$ 10,773,952**	**$ 75,423,392**

FY26 Budget Draft – Consolidated Expenditures



FY26 Budget Draft – General Fund Revenue by Source





THE CITY of Milford DELAWARE

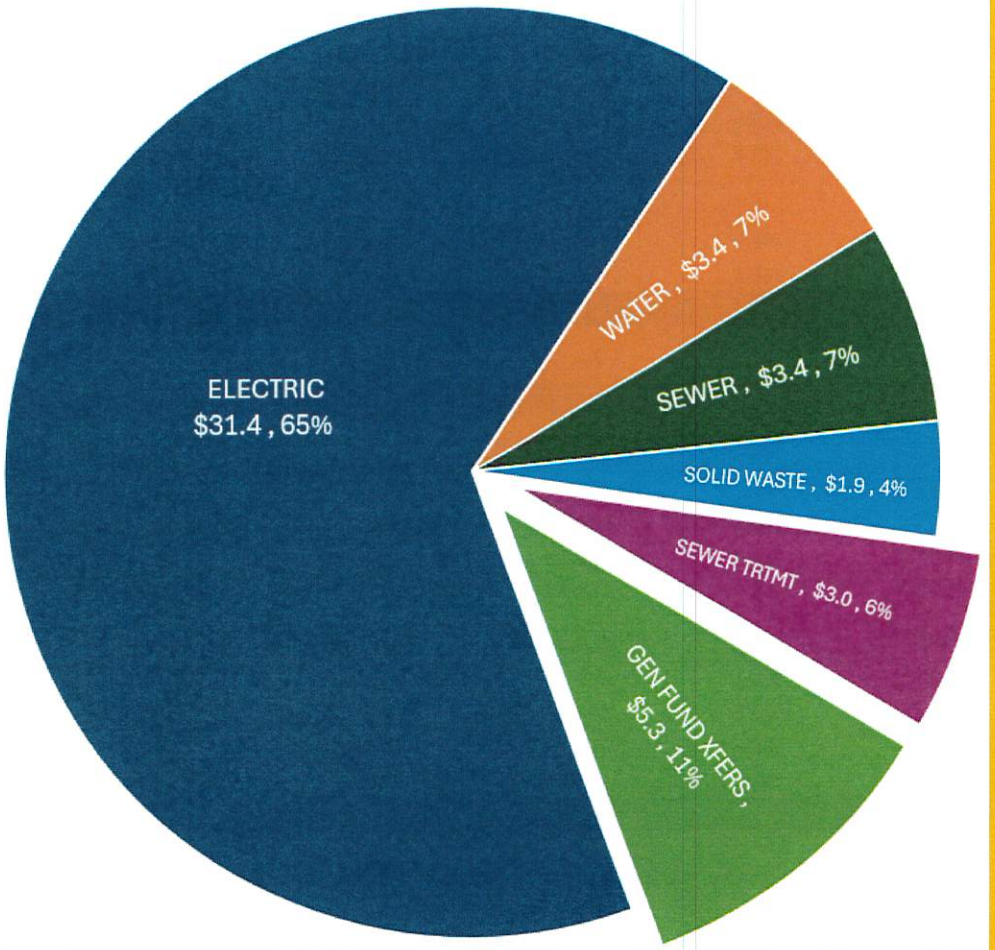
FY26 Budget Draft

Utility Fund Revenue

Updated June 19, 2025

FY26 Budget Draft
Utility Funds Current Revenue
(in $Millions)

$ 48.4 gross
$ 5.3 transfers out
$ 3.0 passthrough*
$ 40.1 net revenue



*Kent County Sewer Treatment Costs passed through in City rate structure and paid to Kent County

FY26 Budget Draft – Electric Fund

Electric Revenue, Power Costs & Margin ($000) with Operating Statistics

	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 11-1 PROJ	FY26 BUDGET	v FY25 BUD	v FY25 PROJ
VOLUMETRIC (METERED) BILLING	$ 18,931	$ 21,122	$ 22,186	$ 24,680	$ 24,637	11.1%	-0.2%
DEMAND (KW INTERVAL)	6,128	6,353	6,673	6,354	7,015	5.1%	10.4%
FACILITIES CHARGES (FIXED)	2,740	2,807	2,662	2,980	2,902	9.0%	-2.6%
PRIVATE SECURITY LIGHTING	122	123	121	123	123	1.5%	0.0%
TOTAL BILLED REVENUE	**$ 27,922**	**$ 30,405**	**$ 31,641**	**$ 34,138**	**$ 34,678**	**9.6%**	**1.6%**
VOLUMETRIC (CONSUMPTION)	$ 18,941	$ 20,804	$ 22,567	$ 23,105	$ 23,622	4.7%	2.2%
TRANSMISSION LOSSES	542	595	646	661	676	4.7%	2.2%
ADMIN CHARGES	573	673	752	743	767	2.0%	3.3%
EFFICIENCY SMART PLATFORM	114	100	122	77	123	0.8%	58.9%
TOTAL WHOLESALE POWER COSTS	**$ 20,169**	**$ 22,172**	**$ 24,087**	**$ 24,585**	**$ 25,188**	**4.6%**	**2.4%**
GROSS MARGIN	**$ 7,752**	**$ 8,233**	**$ 7,554**	**$ 9,552**	**$ 9,490**	**25.6%**	**-0.6%**
GROSS MARGIN (%)	*27.8%*	*27.1%*	*23.9%*	*28.0%*	*27.4%*	*14.6%*	*-2.2%*
TRANSFER TO GENERAL FUND	**$ 2,500**	**$ 3,750**	**$ 3,942**	**$ 4,253**	**$ 4,335**	**10.0%**	**1.9%**
(AS % OF BILLED ELEC REVENUE)	*9.0%*	*12.3%*	*12.5%*	*12.5%*	*12.5%*	*0.3%*	*0.3%*
(AS % OF GF OPEX)	*19.7%*	*28.9%*	*25.8%*	*27.5%*	*25.8%*	*0.3%*	*-6.2%*
POWER PURCHASED AND DELIVERED (MWH)							
WHOLESALE POWER REQUIREMENT	246,473	250,300	251,525	257,495	260,610	3.6%	1.2%
LESS: TRANSMISSION LOSSES	(6,855)	(6,962)	(6,996)	(7,162)	(7,249)	3.6%	1.2%
WHOLESALE POWER AT SUBSTATIONS	239,617	243,338	244,529	250,333	253,361	3.6%	1.2%
LESS: DISTRIBUTION LOSSES	(7,353)	(8,851)	(6,891)	(5,820)	(7,776)	12.8%	33.6%
POWER DELIVERED BY CITY OF MILFORD	232,264	234,487	237,637	244,513	245,586	3.3%	0.4%
DISTRIBUTION LOSS RATE	-3.07%	-3.64%	-2.82%	-2.32%	-3.07%		
CUMULATIVE DISTRIBUTION LOSS RATE	-3.07%	-3.64%	-2.97%	-2.97%	-3.00%		

FY26 Budget Draft – Water Fund

Water Revenue, Direct Operating Costs & Margin ($000) with Operating Statistics

	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 11-1 PROJ	FY26 BUDGET	v FY25 BUD	v FY25 PROJ
WATER REVENUE - CITY METERED VOL	$ 3,427	$ 3,515	$ 3,414	$ 3,641	$ 3,880	13.6%	6.5%
WATER REVENUE - CONNECTION FEES	41	64	25	27	28	12.0%	1.9%
WATER REVENUE - METER FEES	14	37	18	44	32	77.8%	-27.4%
TOTAL WATER REVENUE BILLED	**$ 3,481**	**$ 3,616**	**$ 3,457**	**$ 3,713**	**$ 3,940**	**14.0%**	**6.1%**
O&M-PUMPING POWER PURCHASED	$ 412	$ 625	$ 258	$ 258	$ 272	5.3%	5.4%
O&M-CHEMICALS	9	13	132	145	132	0.0%	-9.3%
O&M-SERVICE CONNECTIONS	43	45	15	13	15	0.0%	19.3%
TOTAL DIRECT SERVICE COSTS	**$ 465**	**$ 683**	**$ 405**	**$ 416**	**$ 419**	**3.4%**	**0.7%**
GROSS MARGIN	**$ 3,016**	**$ 2,933**	**$ 3,052**	**$ 3,297**	**$ 3,521**	**15.4%**	**6.8%**
GROSS MARGIN (%)	*86.6%*	*81.1%*	*88.3%*	*88.8%*	*89.4%*	*1.2%*	*0.6%*
TRANSFER TO GENERAL FUND	**$ -**	**$ 300**	**$ 315**	**$ 315**	**$ 491**	**55.9%**	**55.9%**
(AS % OF BILLED REVENUE)	*0.0%*	*8.3%*	*9.1%*	*8.5%*	*12.5%*	*36.8%*	*46.9%*
(AS % OF GF OPEX)	*0.0%*	*2.3%*	*2.1%*	*2.1%*	*3.7%*	*77.6%*	*76.6%*
WATER PRODUCTION AND DELIVERY (IN THOUSANDS OF GALLONS)							
BULK WATER PUMPED & TREATED	*979,876*	*1,007,308*	*978,347*	*1,028,212*	*1,047,640*	*7.1%*	*1.9%*
WATER METERED (DELIVERED)	*901,408*	*930,968*	*900,079*	*946,144*	*963,909*	*7.1%*	*1.9%*
WATER LOSSES	*(78,467)*	*(76,340)*	*(78,268)*	*(82,068)*	*(83,731)*	*7.0%*	*2.0%*
WATER LOSSES (%)	*-8.0%*	*-7.6%*	*-8.0%*	*-8.0%*	*-8.0%*	*-0.1%*	*0.1%*

FY26 Budget Draft – Sewer Fund

Sewer Revenue, Direct Service Costs & Margin ($000) with Operating Statistics

	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 10-2 PROJ	FY26 BUDGET	v FY25 BUD	v FY25 PROJ
SEWER REVENUE - CITY METERED VOL	$ 3,032	$ 3,151	$ 3,048	$ 3,279	$ 3,514	15.3%	7.2%
SEWER REVENUE - KENT CO TREATMENT	2,091	2,330	2,333	2,594	3,012	29.1%	16.1%
TOTAL SEWER REVENUE BILLED	**$ 5,123**	**$ 5,481**	**$ 5,381**	**$ 5,872**	**$ 6,526**	**21.3%**	**11.1%**
WASTEWATER TREATMENT	$ 2,091	$ 2,330	$ 2,333	$ 2,594	$ 3,012	29.1%	16.1%
WASTEWATER INFLOW & INFILTRATION	412	625	531	586	656	23.5%	12.1%
CHEMICAL TREATMENT COSTS	9	13	18	12	18	0.0%	52.2%
POWER COSTS - SEWER LIFT STATIONS	43	45	46	43	36	-21.6%	-16.0%
TOTAL DIRECT SERVICE COSTS	**$ 2,556**	**$ 3,013**	**$ 2,928**	**$ 3,234**	**$ 3,722**	**27.1%**	**15.1%**
GROSS MARGIN	**$ 2,567**	**$ 2,468**	**$ 2,453**	**$ 2,638**	**$ 2,804**	**14.3%**	**6.3%**
GROSS MARGIN (%)	*50.1%*	*45.0%*	*45.6%*	*44.9%*	*43.0%*	*-5.8%*	*-4.4%*
TRANSFER TO GENERAL FUND	**$ -**	**$ 300**	**$ 315**	**$ 315**	**$ 439**	**39.4%**	**39.4%**
(AS % OF BILLED REVENUE - CITY)	*0.0%*	*9.5%*	*10.3%*	*9.6%*	*12.5%*	*20.9%*	*30.0%*
(AS % OF GF OPEX)	*0.0%*	*2.3%*	*2.1%*	*2.0%*	*2.6%*	*27.1%*	*28.2%*
SEWER COLLECTION, TRANSMISSION & TREATMENT (IN THOUSANDS OF GALLONS)							
TREATMENT (KENT COUNTY)	970,178	1,040,577	902,864	933,565	955,055	5.8%	2.3%
COLLECTION & TRANS (CITY)	809,875	816,561	747,065	772,490	784,078	5.0%	1.5%
INFLOW & INFILTRATION	*(160,303)*	*(224,016)*	*(155,799)*	*(161,075)*	*(170,978)*	*9.7%*	*6.1%*
INFLOW & INFILTRATION (%)	*-16.5%*	*-21.5%*	*-17.3%*	*-17.3%*	*-17.9%*	*3.7%*	*3.8%*

FY26 Budget Draft – Solid Waste Fund

Solid Waste Revenue, Direct Service Costs & Margin ($000)

	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 11-1 PROJ	FY26 BUDGET	v FY25 BUD	v FY25 PROJ
SOLID WASTE REVENUE - RESIDENTIAL	$ 1,480	$ 1,615	$ 1,636	$ 1,737	$ 1,844	12.7%	6.2%
SOLID WASTE REVENUE - COMMERCIAL	71	76	79	82	86	9.5%	4.5%
REVENUE - CONTAINER REPLACEMENT	0	0	0	0	0	-50.0%	42.9%
REVENUE - BULK PICKUP	1	1	1	0	0	-88.9%	-33.3%
TOTAL SOLID WASTE REVENUE BILLED	**$ 1,552**	**$ 1,692**	**$ 1,716**	**$ 1,820**	**$ 1,930**	**12.5%**	**6.1%**
SOLID WASTE - LANDFILL COSTS	$ 304	$ 320	$ 299	$ 331	$ 325	8.6%	-1.7%
SOLID WASTE - YARD WASTE DISPOSAL	-	19	18	20	25	38.9%	22.8%
SOLID WASTE - CONTAINER COSTS	32	35	55	62	60	8.3%	-3.0%
SOLID WASTE - YARD WASTE CONTAINER	14	14	17	19	18	8.1%	-3.2%
VEHICLE FUEL	63	54	54	54	60	10.9%	10.5%
VEHICLE MAINTENANCE	147	103	140	133	145	3.6%	8.7%
DIRECT LABOR - VEHICLE MAINTENANCE	44	92	95	75	95	0.0%	26.3%
DIRECT LABOR - THIRD PARTY	82	44	88	92	40	-54.4%	-56.5%
DIRECT LABOR - VARIABLE	24	37	56	45	37	-34.0%	-18.5%
TOTAL DIRECT SERVICE COSTS	**$ 406**	**$ 398**	**$ 523**	**$ 501**	**$ 480**	**-8.2%**	**-4.2%**
GROSS MARGIN	**$ 1,146**	**$ 1,294**	**$ 1,193**	**$ 1,319**	**$ 1,450**	**21.5%**	**10.0%**
GROSS MARGIN (%)	*73.8%*	*76.5%*	*69.5%*	*72.5%*	*75.1%*	*8.0%*	*3.7%*
RANSFER TO GENERAL FUND	-	-	-	-	-		
(AS % OF BILLED REVENUE)	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*		
(AS % OF GF OPEX)	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*		

FY26 BUDGET - FINAL DRAFT - GENERAL FUND

Updated June 20, 2025

DEPT / DIVISION	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
CITY ADMIN	Allocations	ELECTRIC MARGIN ELIMINATN	-	-	(50,000)	-	(103,116)	(103,116)	(103,116
CITY ADMIN	Allocations	WS MARGIN ELIMINATION	-	-	(12,550)	-	(12,000)	(12,000)	(12,000
CITY ADMIN	Allocations	INTERDEPARTMENTAL TRFS	(1,701,741)	(1,371,976)	(1,444,373)	(1,444,373)	(1,588,810)	(1,756,606)	(1,756,604
CITY ADMIN	Allocations	TRANSFER IN FROM WATER	-	(1,790)	(1,000)	-	-	-	-
CITY ADMIN	Allocations	TRANSFER IN FROM SEWER	-	(1,790)	(1,000)	-	-	-	-
CITY ADMIN	Allocations	TRANSFER IN FROM ISF - GARAGE	-	(1,030)	(500)	-	-	-	-
CITY ADMIN	Allocations	TRANSFER IN FROM ISF - PW	-	(5,620)	(4,500)	-	-	-	-
CITY ADMIN	Allocations	TRANSFER IN FROM ISF - TECH	-	(1,540)	(2,000)	-	-	-	-
CITY ADMIN	Allocations	TRANSFER IN FROM ISF - CUST SV	-	(5,110)	(6,500)	-	-	-	-
CITY ADMIN	Application of Reserves	INTRAFUND TRANSFER IN-BUDGETED	-	-	-	-	(571,137)	(632,531)	(632,531)
CITY ADMIN	Application of Reserves	INTRAFUND TRANSFER IN-ECON DEV	-	-	(287,801)	(287,801)	(214,962)	(214,962)	(214,962)
CITY ADMIN	Application of Reserves	TRANSFERS IN / STORMWTR MAINT	-	-	(110,000)	(110,000)	(16,000)	(14,400)	(14,400)
CITY ADMIN	Application of Reserves	TRANSFER IN-RTT POLICE	(300,000)	(200,000)	(100,000)	(100,000)	-	-	-
CITY ADMIN	Interest Income	INTEREST INCOME-POOLED CASH	(107,810)	(9,428)	(35,269)	(36,151)	(55,860)	(55,860)	(55,860)
CITY ADMIN	Interest Income	INTEREST INCOME / INVESTMENTS	(10)	-	(300,300)	(307,808)	(128,950)	(128,950)	(128,950)
CITY ADMIN	Leases & Franchise Fees	TOWER RENTAL-SPRINT PCS	(18,172)	(18,172)	(29,733)	(20,285)	(18,172)	(18,172)	(18,172)
CITY ADMIN	Leases & Franchise Fees	TOWER RENTAL-TMOBILE	-	-	(7,200)	(16,507)	(29,232)	(29,232)	(29,232)
CITY ADMIN	Leases & Franchise Fees	TOWER RENTAL-VERIZON	(28,661)	(26,272)	(29,517)	(31,993)	(28,661)	(28,661)	(28,661)
CITY ADMIN	Leases & Franchise Fees	TOWER RENTAL-AT&T	(16,800)	(18,200)	(19,320)	(18,753)	(16,800)	(16,800)	(16,800)
CITY ADMIN	Leases & Franchise Fees	TOWER RENTAL-VERIZON-S.E TOWER	(27,755)	(30,976)	(29,964)	(32,869)	(30,329)	(30,329)	(30,329)
CITY ADMIN	Leases & Franchise Fees	TOWER RENTAL-VERIZON-10TH ST	(30,513)	(31,123)	(31,798)	(35,437)	(32,380)	(32,380)	(32,380)
CITY ADMIN	Leases & Franchise Fees	TOWER RENTAL-AT&T S.WASH TOWER	(28,026)	(31,220)	(29,733)	(33,190)	(30,625)	(30,625)	(30,625)
CITY ADMIN	Leases & Franchise Fees	FRANCHISE FEE-CHESAPEAKE GAS	(46,750)	(44,950)	(44,950)	(49,179)	(42,000)	(42,000)	(42,000)
CITY ADMIN	Leases & Franchise Fees	FRANCHISE FEE-PROPANE	-	(402)	(400)	(3,261)	(3,000)	(3,000)	(3,000)
CITY ADMIN	Leases & Franchise Fees	FRANCHISE FEE-CATV	(185,152)	(168,932)	(173,000)	(132,339)	(144,000)	(144,000)	(144,000)
CITY ADMIN	Leases & Franchise Fees	POLE AGREEMENTS-CATV	(7,539)	(7,539)	(7,600)	(16,974)	(15,206)	(15,206)	(15,206)
CITY ADMIN	Leases & Franchise Fees	LEASE REV-FIBER OPTIC RENTAL	(16,948)	(38,599)	(38,600)	(1,326)	(38,600)	(38,600)	(38,600)
CITY ADMIN	Miscellaneous	LATE PENALTIES	(2,992)	(1,525)	(2,000)	-	(1,525)	(1,525)	(1,525)
CITY ADMIN	Miscellaneous	OTHER REV-INSURANCE PROCEEDS	(1,000)	-	(80,260)	(36,567)	-	-	-
CITY ADMIN	Miscellaneous	FEES-RETURNED CHECK	(100)	(250)	-	(391)	(400)	(400)	(400)
CITY ADMIN	Miscellaneous	SALE OF EQUIPMENT	(11,263)	(24,113)	(2,000)	(79,699)	(30,000)	(30,000)	(30,000)
CITY ADMIN	Miscellaneous	REVENUE-MISCELLANEOUS	(5,079)	(7,226)	(12,000)	(7,175)	(12,000)	(12,000)	(12,000)
CITY ADMIN	Tax Receipts	TAX REVENUE-REAL PROPERTY	(4,991,943)	(5,706,434)	(6,290,516)	(6,517,927)	(6,825,300)	(6,825,300)	(6,825,300)
CITY ADMIN	Tax Receipts	TAX REVENUE-PENALTIES	(28,322)	(22,637)	(29,000)	(25,753)	(26,330)	(26,330)	(26,330)
CITY ADMIN	Utility Transfers	INTERFUND TRANSFER IN-WATER	(300,000)	(300,000)	(315,000)	(322,326)	(490,000)	(490,000)	(490,000)
CITY ADMIN	Utility Transfers	INTERFUND TRANSFER IN-SEWER	-	(300,000)	(315,000)	(322,326)	(438,000)	(438,000)	(438,000)
CITY ADMIN	Utility Transfers	INTERFUND TRANSFER IN-ELECTRIC	(2,500,000)	(3,756,130)	(3,946,500)	(3,942,000)	(4,334,700)	(4,334,700)	(4,334,700)
CITY ADMIN	O&M	O&M - TRAINING	15,148	7,466	13,736	7,524	16,000	16,000	15,200
CITY ADMIN	O&M	O&M-TUITION REIMBURSEMENT	12,998	(7,512)	2,200	(5,358)	10,500	10,500	10,500
CITY ADMIN	O&M	EMPLOYEE RECOGNITION	-	33,838	38,000	39,420	29,000	29,000	29,000
CITY ADMIN	O&M	O&M-TELEPHONE	3,025	3,409	3,500	3,093	2,550	2,550	2,550
CITY ADMIN	O&M	O&M-CELLPHONE	-	-	200	159	620	620	620
CITY ADMIN	O&M	O&M-MARKETING	19,337	20,661	21,340	23,604	22,690	22,690	22,690
CITY ADMIN	O&M	O&M-SUPPLIES	5,520	746	950	118	950	950	950
CITY ADMIN	O&M	O&M-COMPUTER	4,035	-	-	4,500	4,960	4,960	4,960

FY26 BUDGET - FINAL DRAFT - GENERAL FUND

Updated June 20, 2025

DEPT / DIVISION	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
CITY ADMIN	O&M	O&M-POSTAGE	(16,453)	-	50	-	50	50	50
CITY ADMIN	O&M	DISCRETIONARY FUNDS	6,194	1,600	7,500	2,567	7,500	7,500	2,500
CITY ADMIN	O&M	O&M-GENERAL EXPENSE	7,897	7,911	6,000	4,423	7,800	7,800	5,800
CITY ADMIN	O&M	COST ALLOC-CITY HALL TO ADMIN	35,173	17,858	17,731	18,143	21,390	21,390	21,390
CITY ADMIN	O&M	O&M-SOFTWARE MAINTENANCE	8,720	6,085	16,156	17,817	33,000	33,000	33,000
CITY ADMIN	O&M	O&M-COMPENSATION STUDY	-	5,625	30,000	27,907	59,200	30,000	30,000
CITY ADMIN	O&M	O&M-CONTRACT SERVICES	28,966	5,500	22,000	3,313	32,000	54,500	54,500
CITY ADMIN	O&M	O&M-LEGAL SERVICES	14,003	9,128	13,775	14,836	12,750	12,750	12,750
CITY ADMIN	O&M	O&M-AUDITING	201	936	6,820	3,598	2,610	2,610	2,610
CITY ADMIN	O&M	O&M-INSURANCE	8,718	5,611	8,579	9,576	9,140	9,380	9,380
CITY ADMIN	Personnel - Salary & Wages	SALARIES & WAGES	581,236	418,378	450,814	446,184	499,950	503,050	503,050
CITY ADMIN	Personnel - Taxes & Benefits	SOCIAL SECURITY	43,613	30,971	38,345	31,788	39,090	40,110	40,110
CITY ADMIN	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	1,469	595	1,175	803	850	850	850
CITY ADMIN	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	1,575	1,572	2,020	2,060	2,060
CITY ADMIN	Personnel - Taxes & Benefits	VISION CARE	334	227	247	221	-	-	-
CITY ADMIN	Personnel - Taxes & Benefits	VISION CARE	-	-	-	-	250	250	250
CITY ADMIN	Personnel - Taxes & Benefits	RETIREMENT	62,227	45,478	53,729	47,930	50,610	50,610	50,610
CITY ADMIN	Personnel - Taxes & Benefits	MEDICAL INSURANCE	89,062	47,342	63,720	60,395	71,480	76,660	76,660
CITY ADMIN	Personnel - Taxes & Benefits	LIFE INSURANCE	3,474	2,587	3,189	2,745	3,280	4,840	4,840
CITY ADMIN	Personnel - Taxes & Benefits	RETIREE MEDICAL BENEFITS	8,799	9,627	2,050	989	-	-	-
CITY ADMIN	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	1,698	1,557	3,749	2,867	1,460	1,460	1,460
CITY ADMIN Total			$ (9,411,180)	$ (11,457,359)	$ (12,962,754)	$ (13,161,674)	$ (14,336,394)	$ (14,559,544)	$ (14,567,342)

FY26 BUDGET - FINAL DRAFT - GENERAL FUND

Updated June 20, 2025

DEPT / DIVISION	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
CITY CLERKS	O&M	O&M - TRAINING	-	10,770	11,976	10,428	12,500	12,500	11,875
CITY CLERKS	O&M	O&M-CELLPHONE	-	-	480	362	510	510	510
CITY CLERKS	O&M	O&M-TELEPHONE	-	1,462	1,094	1,147	730	730	730
CITY CLERKS	O&M	O&M-ADVERTISING & PRINTING	-	12,151	21,000	22,383	25,600	25,600	25,600
CITY CLERKS	O&M	O&M - CONTRACT SERVICES	-	-	-	-	-	3,500	3,500
CITY CLERKS	O&M	O&M-SUPPLIES	-	1,702	2,500	722	2,500	2,500	2,300
CITY CLERKS	O&M	O&M-COMPUTER	-	-	-	2,000	1,490	1,490	1,490
CITY CLERKS	O&M	O&M-POSTAGE	-	265	400	248	400	400	400
CITY CLERKS	O&M	O&M-GENERAL EXPENSE	-	3,001	3,500	3,687	4,200	4,200	4,200
CITY CLERKS	O&M	COST ALLOC-CITY HALL TO ADMIN	-	17,858	17,731	18,143	21,390	21,390	21,390
CITY CLERKS	O&M	O&M-SOFTWARE MAINTENANCE	-	-	12,530	13,916	15,000	15,000	15,000
CITY CLERKS	O&M	O&M-LEGAL SERVICES	-	7,029	6,975	6,591	7,750	7,750	7,750
CITY CLERKS	O&M	RECORDS RETENTION	-	-	1,000	-	2,000	2,000	2,000
CITY CLERKS	O&M	O&M-AUDITING	-	936	2,430	1,326	1,040	1,040	1,040
CITY CLERKS	O&M	O&M-INSURANCE	-	5,611	3,710	2,290	4,570	4,690	4,690
CITY CLERKS	Personnel - Salary & Wages	SALARIES & WAGES	-	202,026	199,220	145,648	179,270	179,270	179,270
CITY CLERKS	Personnel - Salary & Wages	OVERTIME	-	5,110	5,200	5,131	4,200	4,200	4,200
CITY CLERKS	Personnel - Taxes & Benefits	VISION CARE	-	124	-	98	-	-	-
CITY CLERKS	Personnel - Taxes & Benefits	SOCIAL SECURITY	-	18,014	15,508	11,227	13,930	13,930	13,930
CITY CLERKS	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	-	415	870	581	480	480	480
CITY CLERKS	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	545	545	720	720	720
CITY CLERKS	Personnel - Taxes & Benefits	VISION CARE	-	-	130	-	-	-	-
CITY CLERKS	Personnel - Taxes & Benefits	VISION CARE	-	-	-	-	130	130	130
CITY CLERKS	Personnel - Taxes & Benefits	RETIREMENT	-	20,521	15,780	12,895	16,510	16,510	16,510
CITY CLERKS	Personnel - Taxes & Benefits	MEDICAL INSURANCE	-	35,998	36,240	18,263	49,510	49,510	49,510
CITY CLERKS	Personnel - Taxes & Benefits	LIFE INSURANCE	-	1,344	1,440	28,885	1,370	1,370	1,370
CITY CLERKS	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	-	628	250	172	220	220	220
CITY CLERKS Total			$ -	$ 344,965	$ 360,509	$ 306,688	$ 366,020	$ 369,640	$ 368,815

FY26 BUDGET - FINAL DRAFT - GENERAL FUND

Updated June 20, 2025

DEPT / DIVISION	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
CITY COUNCIL	O&M	O&M-TELEPHONE	201	1,216	608	642	730	730	730
CITY COUNCIL	O&M	O&M-CONTRACT SERVICES	-	-	-	-	-	18,000	18,000
CITY COUNCIL	O&M	O&M-COMPUTER EXPENSE	-	-	-	4,500	6,970	6,970	6,970
CITY COUNCIL	O&M	O&M-LEGAL SERVICES	30,816	46,198	38,500	40,434	33,500	33,500	33,500
CITY COUNCIL	O&M	O&M-LEGAL SP TOPIC-LITIGATION	-	-	-	-	15,000	15,000	11,000
CITY COUNCIL	O&M	PUBLIC OFFICIAL INSURANCE	14,897	14,223	20,680	23,085	23,670	23,330	23,330
CITY COUNCIL	O&M	CODIFICATION	11,028	10,595	10,850	6,312	18,000	18,000	18,000
CITY COUNCIL	O&M	ARMORY EXPENSES	9,780	14,957	20,000	18,003	25,000	25,000	25,000
CITY COUNCIL	O&M	FMR POST OFFICE BUILDING	-	-	-	-	11,400	11,400	11,400
CITY COUNCIL	O&M	RESIDENT SURVEY	-	-	26,400	29,470	-	-	-
CITY COUNCIL	O&M	EMERGENCY OPS PLAN	-	7,500	46,000	46,000	-	-	-
CITY COUNCIL	O&M	CITY HALL COST ALLOCATION	35,173	35,714	35,462	36,287	(42,780)	42,780	42,780
CITY COUNCIL	O&M	COUNCIL EXPENSE	28,169	37,057	40,002	36,216	40,000	40,000	30,000
CITY COUNCIL	O&M	CHRISTMAS DECORATIONS	2,728	560	3,500	61	2,000	2,000	2,000
CITY COUNCIL	O&M	CARLISLE FIRE COMPANY	205,000	205,000	205,000	205,000	205,000	205,000	205,000
CITY COUNCIL	O&M	MUSEUM	35,500	40,000	40,000	44,651	40,000	40,000	40,000
CITY COUNCIL	O&M	CARLISLE FIRE INCENTIVE	-	5,000	12,000	-	12,500	12,500	12,500
CITY COUNCIL	O&M	DOWNTOWN MILFORD INC.	47,500	50,000	50,000	55,814	50,000	50,000	50,000
CITY COUNCIL	O&M	MILFORD LIBRARY	26,750	28,000	28,000	31,256	28,000	28,000	28,000
CITY COUNCIL	O&M	COMMUNITY FESTIVALS	70,000	10,000	65,000	50,000	40,000	40,000	40,000
CITY COUNCIL	O&M	KENT ECONOMIC PARTNERSHIP	-	-	-	-	20,000	-	-
CITY COUNCIL	O&M	O&M-SOFTWARE MAINTENANCE	5,508	-	6,240	6,463	29,200	29,200	29,200
CITY COUNCIL	O&M	O&M-AUDITING	-	1,872	4,850	2,648	2,080	2,080	2,080
CITY COUNCIL	O&M	XFER TO CUSTOMER SVC (TAX)	-	46,053	48,200	49,321	(44,500)	44,500	44,500
CITY COUNCIL	Personnel - Salary & Wages	SALARIES & WAGES	31,605	43,170	51,080	49,115	51,080	51,080	51,080
CITY COUNCIL	Personnel - Taxes & Benefits	SOCIAL SECURITY	2,418	3,303	3,910	3,758	3,910	3,910	3,910
CITY COUNCIL Total			$ 557,073	$ 600,418	$ 756,282	$ 739,035	$ 570,760	$ 742,980	$ 728,980
ELECTIONS	O&M	ADVERTISING & PRINTING	2,305	5,081	5,000	2,422	5,200	5,200	5,200
ELECTIONS	O&M	O&M-ELECTION SUPPLIES	511	2,284	3,000	1,362	3,000	3,000	2,750
ELECTIONS	Personnel - Salary & Wages	SALARIES & WAGES	720	5,714	5,930	3,213	5,500	5,500	5,500
ELECTIONS	Personnel - Taxes & Benefits	SOCIAL SECURITY	-	-	-	-	420	420	420
ELECTIONS	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	-	-	-	-	10	10	10
ELECTIONS Total			$ 3,535	$ 13,079	$ 13,930	$ 6,997	$ 14,130	$ 14,130	$ 13,880

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Updated June 20, 2025

DEPT / DIVISION	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
STREETS DIV	Fleet Maintenance	O&M-VEHICLE GAS	16,979	14,889	22,473	28,858	26,000	26,000	26,000
STREETS DIV	Fleet Maintenance	O&M-VEHICLE GARAGE LABOR	17,470	19,964	20,000	25,967	28,080	29,660	29,660
STREETS DIV	Fleet Maintenance	O&M-VEH & EQUIP REPLACEMENT	1,500	1,500	65,300	65,300	65,300	65,300	65,300
STREETS DIV	Fleet Maintenance	O&M-VEHICLE MAINTENANCE	32,025	10,708	34,450	37,971	35,000	35,000	35,000
STREETS DIV	O&M	O&M - TRAINING	1,379	5,020	9,700	6,386	8,500	8,500	8,075
STREETS DIV	O&M	O&M-TELEPHONE	360	369	306	341	300	300	300
STREETS DIV	O&M	O&M-CELLPHONE	2,728	2,728	2,740	2,799	4,890	4,890	4,890
STREETS DIV	O&M	O&M-NATURAL GAS	672	881	1,172	1,264	1,330	1,330	1,330
STREETS DIV	O&M	O&M-RADIO GF	-	-	400	420	500	500	500
STREETS DIV	O&M	O&M-CONTRACT SERVICES	1,940	1,276	37,055	36,417	10,000	10,000	10,000
STREETS DIV	O&M	O&M-LEGAL SERVICES	990	990	837	934	1,100	1,100	1,100
STREETS DIV	O&M	O&M-AUDITING	604	5,617	8,378	7,951	6,230	6,230	6,230
STREETS DIV	O&M	O&M-ENGINEERING	-	-	-	-	10,000	10,000	10,000
STREETS DIV	O&M	O&M-ENVIRONMENTAL COMPLIANCE	1,800	1,890	2,000	2,110	14,000	14,000	14,000
STREETS DIV	O&M	O&M-INSURANCE	20,098	20,466	27,860	31,099	32,310	32,060	32,060
STREETS DIV	O&M	O&M-ADVERTISING & PRINTING	28	1,145	960	-	1,200	1,200	800
STREETS DIV	O&M	O&M-SUPPLIES	1,946	1,400	2,725	1,223	15,000	15,000	15,000
STREETS DIV	O&M	O&M-UNIFORMS	2,474	2,812	3,000	2,669	4,000	4,000	4,000
STREETS DIV	O&M	O&M-STREET SIGNS & MARKERS	18,965	9,992	24,000	20,328	45,000	45,000	45,000
STREETS DIV	O&M	O&M-STREET MATERIALS	6,734	12,731	17,000	10,534	30,000	30,000	30,000
STREETS DIV	O&M	O&M-SNOW & ICE REMOVAL	780	7,607	17,259	16,186	11,000	11,000	11,000
STREETS DIV	O&M	O&M-SIDEWALKS & CURBS	8,098	3,125	17,500	42	5,000	5,000	5,000
STREETS DIV	O&M	O&M-STREET LIGHTS	93,395	93,772	96,181	96,831	96,000	96,000	96,000
STREETS DIV	O&M	O&M-GENERAL EXPENSE	2,596	512	1,000	65	2,000	2,000	1,750
STREETS DIV	O&M	COST ALLOC-PW TO STREET	88,441	104,890	101,807	104,175	113,220	113,425	113,425
STREETS DIV	O&M	O&M-SOFTWARE MAINTENANCE	3,773	1,901	4,560	5,090	14,800	14,800	14,800
STREETS DIV	O&M	O&M-COMPUTER	-	-	-	500	1,490	1,490	1,490
STREETS DIV	Personnel - Salary & Wages	SALARIES & WAGES	242,784	245,412	247,151	244,572	280,940	282,140	282,140
STREETS DIV	Personnel - Salary & Wages	OVERTIME	5,629	9,476	9,000	14,779	10,800	10,800	10,800
STREETS DIV	Personnel - Salary & Wages	ON CALL PAY	6,879	8,735	9,700	8,825	8,900	8,900	8,900
STREETS DIV	Personnel - Taxes & Benefits	SOCIAL SECURITY	20,202	19,819	20,725	20,448	22,170	22,270	22,270
STREETS DIV	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	1,552	792	790	831	1,490	1,490	1,490
STREETS DIV	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	875	872	1,090	1,090	1,090
STREETS DIV	Personnel - Taxes & Benefits	VISION CARE	281	250	300	261	-	-	-
STREETS DIV	Personnel - Taxes & Benefits	VISION CARE	-	-	-	-	300	300	300
STREETS DIV	Personnel - Taxes & Benefits	RETIREMENT	21,190	18,823	24,230	21,782	20,950	21,040	21,040
STREETS DIV	Personnel - Taxes & Benefits	MEDICAL INSURANCE	70,210	72,717	73,404	78,215	84,860	84,860	84,860
STREETS DIV	Personnel - Taxes & Benefits	LIFE INSURANCE	1,934	1,797	2,270	2,079	2,250	2,260	2,260
STREETS DIV	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	8,019	8,186	9,190	7,844	8,820	8,850	8,850
STREETS DIV	Stormwater	O&M-STORM DRAINS	22	64,151	110,000	86,670	40,000	40,000	40,000
STREETS DIV Total			$ 704,474	$ 776,343	$ 1,026,297	$ 992,637	$ 1,064,820	$ 1,067,785	$ 1,066,710

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DEPT / DIVISION	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
POLICE DEPT	Police	PD REVENUE-SPECIAL DUTY	(71,348)	(122,358)	-	(130,000)	-	-	-
POLICE DEPT	Police	PD REVENUE-MISC	(2,500)	(225)	(42,285)	(45,153)	(21,117)	(21,117)	(21,117
POLICE DEPT	Police	PD REVENUE-STATE PENSION FUNDS	(255,002)	(263,066)	(270,000)	(274,104)	(290,800)	(290,800)	(290,800
POLICE DEPT	Police	PD REV-PRINTING & COPYING FEES	(19,005)	(16,645)	(17,000)	(15,427)	(17,000)	(17,000)	(17,000,
POLICE DEPT	Police	SALE OF PROPERTY & EQUIP.	(413)	(29,881)	(1,000)	(33,162)	(2,500)	(2,500)	(2,500)
POLICE DEPT	Police	PD REV-SRO SCHOOL FUNDING	(150,000)	(157,500)	(165,000)	(184,186)	(172,500)	(172,500)	(172,500)
POLICE DEPT	Police	PD REVENUE-POLICE FINES	(80,334)	(109,697)	(95,000)	(126,164)	(100,000)	(100,000)	(100,000)
POLICE DEPT	Debt Service	DEBT SVC - PRN - PD FACILITY	-	-	103,798	101,000	122,678	122,678	122,678
POLICE DEPT	Debt Service	DEBT SVC - INT - PD FACILITY	-	-	536,250	360,000	366,204	366,204	366,204
POLICE DEPT	Fleet Maintenance	O&M-VEHICLE GAS	81,460	100,614	120,000	98,957	100,000	100,000	100,000
POLICE DEPT	Fleet Maintenance	O&M-INSURANCE-AUTO	32,792	61,556	59,402	66,309	71,670	66,850	66,850
POLICE DEPT	Fleet Maintenance	O&M-VEHICLE GARAGE LABOR	64,481	81,417	104,000	79,651	79,560	84,030	84,030
POLICE DEPT	Fleet Maintenance	O&M-VEH & EQUIP REPLACEMENT	1,500	1,500	215,300	215,300	200,000	200,000	200,000
POLICE DEPT	Fleet Maintenance	O&M-VEHICLE MAINTENANCE	60,275	69,165	126,289	91,160	90,000	90,000	90,000
POLICE DEPT	O&M	O&M - TRAINING	47,383	39,465	40,000	37,932	50,000	50,000	47,500
POLICE DEPT	O&M	O&M-TELEPHONE	10,185	16,759	23,500	23,092	25,000	22,450	22,450
POLICE DEPT	O&M	O&M-CELLPHONE	13,359	18,248	23,050	22,532	24,450	23,750	23,750
POLICE DEPT	O&M	O&M-NATURAL GAS	-	5,229	12,500	10,332	13,500	13,500	13,500
POLICE DEPT	O&M	O&M-UTILITIES-POWER	19,025	36,695	38,400	47,208	49,200	49,200	49,200
POLICE DEPT	O&M	O&M-UTILITIES-WATER	2,928	4,384	5,400	4,403	5,300	5,300	5,300
POLICE DEPT	O&M	O&M-FUEL OIL & DIESEL	7,726	5,972	10,400	879	5,000	5,000	5,000
POLICE DEPT	O&M	O&M-COMPUTERS	11,914	12,346	12,400	12,400	18,400	18,400	18,400
POLICE DEPT	O&M	O&M-COPIER	(0)	5,737	7,000	3,909	7,000	7,000	7,000
POLICE DEPT	O&M	O&M-CONTRACT SERVICES	253,517	136,500	194,327	197,151	107,200	107,200	107,200
POLICE DEPT	O&M	O&M-BEHAVIORAL HEALTH UNIT	48,137	45,968	45,900	17,375	50,000	50,000	50,000
POLICE DEPT	O&M	O&M-LEGAL SERVICES	51,864	30,850	12,400	12,065	13,000	13,000	13,000
POLICE DEPT	O&M	O&M-AUDITING	1,006	9,362	28,610	15,544	11,940	11,940	11,940
POLICE DEPT	O&M	O&M-INSURANCE	51,288	51,591	61,850	66,147	68,910	62,140	62,140
POLICE DEPT	O&M	O&M-ADVERTISING & PRINTING	6,691	6,953	8,000	4,380	8,000	8,000	8,000
POLICE DEPT	O&M	O&M-SUPPLIES	21,931	22,786	19,000	18,266	19,000	19,000	19,000
POLICE DEPT	O&M	AMMUNITION & WEAPONRY	-	40,060	47,343	51,963	53,085	53,085	33,085
POLICE DEPT	O&M	O&M-UNIFORMS & ACCESSORIES	50,219	44,871	49,800	45,881	49,800	49,800	49,800
POLICE DEPT	O&M	O&M-EQUIPMENT REPAIR & MAINT.	17,743	9,000	15,900	11,900	20,900	20,900	20,900
POLICE DEPT	O&M	O&M-BUILDING MAINT & REPAIR	4,546	15,875	9,000	9,346	15,000	15,000	15,000
POLICE DEPT	O&M	O&M-POSTAGE	323	2,287	1,900	1,480	2,900	2,900	2,900
POLICE DEPT	O&M	O&M-GENERAL EXPENSE	15,976	7,465	10,000	9,997	8,500	8,500	8,500
POLICE DEPT	O&M	O&M-CRIMINAL INVESTIGATIONS	2,002	2,716	2,000	709	4,000	4,000	4,000
POLICE DEPT	O&M	O&M-COMMUNITY POLICING	4,621	5,871	7,000	6,138	7,000	7,000	7,000
POLICE DEPT	O&M	O&M-K-9	9,263	7,924	21,600	20,662	15,100	15,100	15,100
POLICE DEPT	O&M	O&M-SPECIAL OPS UNIT EXPENSE	2,840	7,844	8,000	6,078	8,000	8,000	8,000
POLICE DEPT	O&M	O&M-SOFTWARE MAINTENANCE	-	-	30,230	30,230	36,700	36,700	36,700

DEPT / DIVISION	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
POLICE DEPT	Personnel - Salary & Wages	SALARIES & WAGES	10,118	10,065	10,240	10,700	28,670	28,670	28,670
POLICE DEPT	Personnel - Salary & Wages	OVERTIME	248,878	266,413	185,000	224,083	185,000	185,000	178,000
POLICE DEPT	Personnel - Salary & Wages	SPECIAL DUTY PAY	71,868	100,676	-	106,551	-	-	-
POLICE DEPT	Personnel - Salary & Wages	OVERTIME (CIVILIAN)	-	-	65,500	91,296	72,000	72,000	65,000
POLICE DEPT	Personnel - Salary & Wages	VACATION REDEMPTION	14,369	11,020	12,890	13,676	23,190	23,510	24,590
POLICE DEPT	Personnel - Salary & Wages	ON CALL PAY	36,743	36,899	41,200	42,064	41,800	41,800	41,800
POLICE DEPT	Personnel - Salary & Wages	SHIFT DIFFERENTIAL DISPATCH	18,409	17,985	18,000	19,568	18,500	18,500	18,500
POLICE DEPT	Personnel - Salary & Wages	SHIFT DIFFERENTIAL	6,161	6,893	6,400	8,058	6,900	6,900	6,900
POLICE DEPT	Personnel - Salary & Wages	COURT STANDBY PAY	18,216	17,874	20,000	18,072	20,000	20,000	20,000
POLICE DEPT	Personnel - Salary & Wages	SALARIES & WAGES	709,045	749,341	962,450	893,552	995,500	997,855	997,855
POLICE DEPT	Personnel - Salary & Wages	POLICE DEPT SALARY	2,503,962	2,729,053	3,135,140	3,160,628	3,587,620	3,614,020	3,675,110
POLICE DEPT	Personnel - Salary & Wages	VACATION - SELL BACK	4,493	2,557	2,730	35,506	-	-	-
POLICE DEPT	Personnel - Taxes & Benefits	SOCIAL SECURITY	297,458	322,259	339,950	363,060	388,030	390,720	395,740
POLICE DEPT	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	3,769	8,477	9,260	9,298	10,150	10,150	10,150
POLICE DEPT	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	13,480	13,482	18,580	18,720	18,980
POLICE DEPT	Personnel - Taxes & Benefits	HOLIDAY BANK 2 - PAYOUT	47,870	43,691	45,500	52,139	52,000	52,000	52,000
POLICE DEPT	Personnel - Taxes & Benefits	VISION CARE	2,791	2,853	3,270	3,034	3,360	3,360	3,360
POLICE DEPT	Personnel - Taxes & Benefits	RETIREMENT	458,516	535,405	704,000	705,603	799,100	804,480	816,270
POLICE DEPT	Personnel - Taxes & Benefits	MEDICAL INSURANCE	628,944	726,949	960,868	892,795	946,520	909,330	909,330
POLICE DEPT	Personnel - Taxes & Benefits	LIFE INSURANCE	32,969	25,295	32,460	31,756	35,820	35,840	35,840
POLICE DEPT	Personnel - Taxes & Benefits	RETIREE MEDICAL BENEFITS	8,495	10,136	12,220	12,136	11,980	11,980	11,980
POLICE DEPT	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	102,880	115,059	132,560	136,565	148,470	149,420	151,630
POLICE DEPT Total			$ 5,542,346	$ 5,946,540	$ 8,133,382	$ 7,735,800	$ 8,516,270	$ 8,506,965	$ 8,551,915

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DEPT / DIVISION	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
PLANNING	Miscellaneous	CODE VIOLATION-GRASSCUTTING	(16,000)	700	(24,000)	(4,398)	(20,000)	(20,000)	(20,000
PLANNING	Miscellaneous	CODE ENFORCEMENT	(29,388)	(19,351)	-	(14,235)	(13,940)	(13,940)	(13,940
PLANNING	Permits & Licenses	LICENSE FEES-BUSINESS	-	-	-	(12,344)	(11,500)	(11,500)	(11,500
PLANNING	Permits & Licenses	PERMIT REV-BUILDING PERMITS	(306,810)	(301,597)	(250,000)	(381,767)	(320,530)	(320,530)	(320,530
PLANNING	Permits & Licenses	PERMIT REVENUE-EXPIRED PERMIT	(397)	(200)	-	(56)	-	-	-
PLANNING	Permits & Licenses	LICENSE FEES-CONTRACTOR	(71,035)	(72,945)	(67,000)	(62,534)	(62,500)	(62,500)	(62,500)
PLANNING	Permits & Licenses	LICENSE FEES-RENTAL	(127,500)	(114,775)	(120,000)	(146,065)	(152,000)	(152,000)	(152,000)
PLANNING	Permits & Licenses	PERMIT REVENUE-BUILDING VIOLTN	(4,435)	(3,295)	-	(2,550)	(3,000)	(3,000)	(3,000)
PLANNING	Permits & Licenses	DEVPMNT FEES-BOARD OF ADJSTMT	(6,300)	(6,300)	(3,000)	(10,716)	(9,180)	(9,180)	(9,180)
PLANNING	Permits & Licenses	DEVPMNT FEES-CONDITIONAL USE	(7,700)	(2,100)	(3,000)	(3,907)	(3,060)	(3,060)	(3,060)
PLANNING	Permits & Licenses	PLANNING / REZONING APP REV	(4,376)	(3,545)	(3,000)	(1,201)	(1,200)	(1,200)	(1,200)
PLANNING	Permits & Licenses	DEVPMNT FEES-SUB DIVISION	(52,220)	(35,755)	-	(29,475)	(28,900)	(28,900)	(28,900)
PLANNING	Permits & Licenses	FEES-SITE PLAN APPLICATION	(57,856)	(56,134)	-	(109,947)	(98,250)	(98,250)	(98,250)
PLANNING	Permits & Licenses	FEES-ANNEXATION FEE	-	-	-	(10,995)	(9,400)	(9,400)	(9,400)
PLANNING	Permits & Licenses	FEES-ZONING VERIFICATION	(220)	(300)	-	(447)	(400)	(400)	(400)
PLANNING	Permits & Licenses	FEES-LAND USE PLANNING REVIEW	(19,660)	(3,932)	(132,100)	(10,829)	(5,000)	(5,000)	(5,000)
PLANNING	Fleet Maintenance	O&M-VEHICLE GAS	2,036	2,161	2,500	2,417	2,700	2,700	2,700
PLANNING	Fleet Maintenance	O&M-VEHICLE GARAGE LABOR	2,144	4,792	7,000	3,697	4,680	4,940	4,940
PLANNING	Fleet Maintenance	O&M-VEHICLE MAINTENANCE	299	1,267	3,000	1,549	3,000	3,000	3,000
PLANNING	Fleet Maintenance	O&M-VEH & EQUIP REPLACEMENT	1,500	1,500	11,200	11,200	11,200	11,200	11,200
PLANNING	O&M	O&M - TRAINING	5,353	4,201	7,500	6,138	7,500	7,500	7,125
PLANNING	O&M	O&M-CREDIT CARD FEES	1,287	660	6,400	6,646	500	500	500
PLANNING	O&M	O&M-TELEPHONE	1,353	2,240	2,760	2,810	2,350	2,350	2,350
PLANNING	O&M	O&M-CELLPHONE	1,452	2,268	4,250	3,611	4,690	4,690	4,690
PLANNING	O&M	O&M-COPIER	0	2,923	2,730	3,025	3,215	3,215	3,215
PLANNING	O&M	O&M-CONTRACT SERVICES	11,969	3,735	8,700	3,198	15,000	15,000	15,000
PLANNING	O&M	O&M-LEGAL SERVICES	31,230	30,647	30,600	28,894	34,000	34,000	34,000
PLANNING	O&M	O&M-AUDITING SERVICE	201	1,872	4,850	2,648	2,080	2,080	2,080
PLANNING	O&M	ENGINEERING	-	-	-	-	1,000	1,000	1,000
PLANNING	O&M	O&M-INSURANCE	3,987	4,411	9,810	10,950	7,330	6,970	6,970
PLANNING	O&M	REIMBURSABLE PLAN REV FEES	94,128	126,727	132,100	68,175	-	-	-
PLANNING	O&M	O&M-SUPPLIES	2,635	2,962	4,000	1,127	4,000	4,000	4,000
PLANNING	O&M	O&M-UNIFORMS	1,107	1,527	1,620	536	1,200	1,200	1,200
PLANNING	O&M	O&M-PROPERTY MAINTENANCE	30,232	20,620	25,000	12,419	25,000	25,000	25,000
PLANNING	O&M	O&M-GENERAL EXPENSE	1,150	3,969	4,580	2,684	5,000	5,000	5,000
PLANNING	O&M	O&M-COMPUTER	4,618	-	-	4,000	4,960	4,960	4,960
PLANNING	O&M	O&M-POSTAGE	(0)	9,611	8,000	5,594	8,000	8,000	8,000
PLANNING	O&M	O&M-DEMOLITIONS	-	23,000	2,500	2,791	-	-	-
PLANNING	O&M	O&M-SOFTWARE MAINTENANCE	7,009	3,178	8,940	9,516	29,200	29,200	29,200
PLANNING	O&M	COST ALLOC-PUB WORKS	9,827	11,654	11,312	11,575	12,580	12,605	12,605

FY26 BUDGET - FINAL DRAFT - GENERAL FUND

Updated June 20, 2025

DEPT / DIVISION	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
PLANNING	Personnel - Salary & Wages	SALARIES & WAGES	410,094	466,219	522,980	524,069	548,630	548,630	548,630
PLANNING	Personnel - Salary & Wages	OVERTIME	1,950	1,878	3,000	3,315	2,500	2,500	2,500
PLANNING	Personnel - Taxes & Benefits	SOCIAL SECURITY	30,651	34,634	38,690	38,310	41,480	41,480	41,480
PLANNING	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	1,163	1,080	1,220	1,210	1,190	1,190	1,190
PLANNING	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	1,725	1,722	2,150	2,150	2,150
PLANNING	Personnel - Taxes & Benefits	VISION CARE	371	407	440	433	-	-	-
PLANNING	Personnel - Taxes & Benefits	VISION CARE	-	-	-	-	440	440	440
PLANNING	Personnel - Taxes & Benefits	RETIREMENT	36,510	41,227	49,240	48,473	50,300	50,300	50,300
PLANNING	Personnel - Taxes & Benefits	MEDICAL INSURANCE	104,039	123,338	135,255	131,460	141,320	141,320	141,320
PLANNING	Personnel - Taxes & Benefits	LIFE INSURANCE	3,145	3,438	4,160	4,148	4,200	4,200	4,200
PLANNING	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	1,618	2,019	4,040	4,041	1,970	1,970	1,970
PLANNING Total			$ 99,158	$ 320,638	$ 458,002	$ 160,914	$ 244,505	$ 244,430	$ 244,055

DEPT / DIVISION	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
PARKS & REC	Parks & Rec	REVENUE-RECREATION FEES	(82,139)	(45,871)	(83,000)	(83,000)	(99,000)	(99,000)	(99,000
PARKS & REC	Fleet Maintenance	O&M-VEHICLE GAS	16,307	14,540	17,000	10,636	17,000	17,000	17,000
PARKS & REC	Fleet Maintenance	O&M-VEHICLE GARAGE LABOR	19,044	25,650	18,000	20,971	28,080	29,660	29,660
PARKS & REC	Fleet Maintenance	O&M-VEH & EQUIP REPLACEMENT	5,000	5,000	34,500	34,500	34,500	34,500	34,500
PARKS & REC	Fleet Maintenance	O&M-VEHICLE MAINTENANCE	7,749	8,944	15,000	16,277	20,000	20,000	20,000
PARKS & REC	O&M	O&M - TRAINING	3,490	1,565	5,600	2,339	5,600	5,600	5,320
PARKS & REC	O&M	O&M-P&R ENTERPRISE EXPENSES	72,047	53,772	65,000	45,266	85,000	85,000	85,000
PARKS & REC	O&M	O&M-TELEPHONE	1,782	2,968	3,130	3,299	3,150	3,150	3,150
PARKS & REC	O&M	O&M-CELLPHONE	960	771	1,000	452	-	-	-
PARKS & REC	O&M	O&M-UTILITIES-POWER	11,577	10,280	12,250	14,965	14,750	14,750	14,750
PARKS & REC	O&M	O&M-UTILITIES-WATER	11,485	12,713	16,500	16,564	22,000	22,000	22,000
PARKS & REC	O&M	O&M-FUEL OIL	3,890	9,032	9,500	7,142	6,800	6,800	6,800
PARKS & REC	O&M	O&M-COPIER	3,220	2,912	4,305	3,024	3,215	3,215	3,215
PARKS & REC	O&M	O&M-CONTRACT SERVICES	201,253	310,760	292,000	285,883	315,000	337,400	337,400
PARKS & REC	O&M	O&M-LEGAL SERVICES	53	-	-	-	2,000	2,000	2,000
PARKS & REC	O&M	O&M-AUDITING	604	5,617	8,378	7,951	6,230	6,230	6,230
PARKS & REC	O&M	O&M-ENGINEERING	-	-	1,000	-	1,000	1,000	1,000
PARKS & REC	O&M	O&M-INSURANCE	18,824	24,468	31,045	34,655	34,740	34,530	34,530
PARKS & REC	O&M	O&M-ADVERTISING & PRINTING	1,760	-	2,000	48	500	500	500
PARKS & REC	O&M	O&M-SUPPLIES	3,899	2,204	4,000	2,511	3,000	3,000	3,000
PARKS & REC	O&M	O&M-UNIFORMS	3,000	-	5,000	3,709	-	-	-
PARKS & REC	O&M	O&M-UNIFORMS	1,139	3,856	-	-	5,000	5,000	5,000
PARKS & REC	O&M	O&M-OFFICE FURNITURE	1,322	1,503	1,740	112	1,740	1,740	1,000
PARKS & REC	O&M	O&M-BOYS AND GIRLS CLUB RENT	18,750	18,750	20,625	15,698	20,625	20,625	20,625
PARKS & REC	O&M	O&M-CLEANING SERVICE	7,521	9,823	16,500	10,910	16,500	16,500	16,500
PARKS & REC	O&M	O&M-BUILDING MAINT & REPAIR	1,969	12,493	17,000	5,280	5,000	5,000	5,000
PARKS & REC	O&M	O&M-FACILITY MAINTENANCE	73,303	109,520	85,000	67,564	85,000	85,000	85,000
PARKS & REC	O&M	O&M-POSTAGE	4	3	50	44	50	50	50
PARKS & REC	O&M	O&M-COMPUTER	-	-	-	3,500	3,970	3,970	3,970
PARKS & REC	O&M	O&M-GENERAL EXPENSE	552	1,325	1,500	1,454	1,700	1,700	1,700
PARKS & REC	O&M	O&M-SOFTWARE MAINTENANCE	10,311	9,660	13,980	11,472	29,400	29,400	29,400
PARKS & REC	Personnel - Salary & Wages	SALARIES & WAGES	481,615	521,641	549,976	581,129	656,260	657,020	657,020
PARKS & REC	Personnel - Salary & Wages	OVERTIME	5,251	6,072	6,100	7,581	6,000	6,000	6,000
PARKS & REC	Personnel - Taxes & Benefits	VACATION REDEMPTION	1,232	3,707	6,642	6,642	7,020	7,040	7,040
PARKS & REC	Personnel - Taxes & Benefits	SOCIAL SECURITY	37,357	40,427	46,490	45,435	51,810	51,870	51,870
PARKS & REC	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	2,294	1,414	1,740	1,642	1,690	1,690	1,690
PARKS & REC	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	1,770	1,767	2,650	2,650	2,650
PARKS & REC	Personnel - Taxes & Benefits	VISION CARE	381	348	460	343	-	-	-
PARKS & REC	Personnel - Taxes & Benefits	VISION CARE	-	-	-	-	510	510	510
PARKS & REC	Personnel - Taxes & Benefits	RETIREMENT	42,200	44,745	54,350	53,167	60,890	60,890	60,890
PARKS & REC	Personnel - Taxes & Benefits	MEDICAL INSURANCE	74,021	75,219	66,380	67,920	101,920	101,920	101,920
PARKS & REC	Personnel - Taxes & Benefits	LIFE INSURANCE	2,723	3,358	4,350	4,311	4,670	4,680	4,680
PARKS & REC	Personnel - Taxes & Benefits	O&M-TUITION REIMBURSEMENT	-	-	-	-	5,250	5,250	5,250
PARKS & REC	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	13,051	13,625	14,570	14,428	17,680	17,680	17,680
PARKS & REC Total			$ 1,078,802	$ 1,322,815	$ 1,371,430	$ 1,327,589	$ 1,588,900	$ 1,613,520	$ 1,612,500

FY26 BUDGET - FINAL DRAFT - GENERAL FUND

Updated June 20, 2025

DEPT / DIVISION	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
FINANCE	Contractual Services - Accour	O&M-CONTRACT SERV-ACCOUNTING	-	-	-	-	73,000	73,000	70,593
FINANCE	O&M	O&M - TRAINING	1,574	2,020	4,243	3,289	5,000	5,000	4,750
FINANCE	O&M	O&M-UTILITIES-POWER	2,855	3,169	3,700	4,096	4,300	4,300	4,300
FINANCE	O&M	O&M-TELEPHONE	1,601	3,014	3,210	3,211	3,100	3,100	3,100
FINANCE	O&M	O&M-CELLPHONE	480	526	500	491	510	510	510
FINANCE	O&M	O&M-UTILITIES-WATER	619	565	800	454	600	600	600
FINANCE	O&M	O&M-COPIER	0	3,658	3,650	3,618	4,180	4,180	4,180
FINANCE	O&M	O&M-CONTRACT SERVICES	12,153	11,840	3,000	2,789	2,000	2,000	2,000
FINANCE	O&M	O&M-AUDITING	201	1,872	4,850	2,648	2,080	2,080	2,080
FINANCE	O&M	O&M-INSURANCE	1,245	1,603	1,863	2,079	2,200	2,260	2,260
FINANCE	O&M	O&M-SUPPLIES	5,545	3,936	4,500	4,802	4,500	4,500	4,500
FINANCE	O&M	O&M-OFFICE FURNITURE	1,375	151	3,900	937	2,500	2,500	1,500
FINANCE	O&M	O&M-CLEANING SERVICE	4,574	4,344	5,500	4,849	5,500	5,500	5,500
FINANCE	O&M	O&M-BUILDING MAINTENANCE	3,773	4,661	4,700	4,239	4,700	4,700	4,700
FINANCE	O&M	O&M-GENERAL EXPENSE	1,134	1,788	1,000	378	1,000	1,000	1,000
FINANCE	O&M	O&M-COMPUTER	-	-	-	5,000	2,980	2,980	2,980
FINANCE	O&M	O&M-POSTAGE	0	3,159	2,350	2,356	2,700	3,300	3,300
FINANCE	O&M	O&M-SOFTWARE MAINTENANCE	3,912	-	4,940	5,514	19,500	21,500	21,500
FINANCE	Personnel - Salary & Wages	SALARIES & WAGES	373,349	467,935	520,270	527,725	557,910	557,910	557,910
FINANCE	Personnel - Salary & Wages	OVERTIME	644	355	3,500	1,634	3,500	3,500	3,500
FINANCE	Personnel - Taxes & Benefits	VACATION REDEMPTION	1,286	1,358	1,520	1,506	1,580	1,580	1,580
FINANCE	Personnel - Taxes & Benefits	SOCIAL SECURITY	29,181	36,062	40,680	40,511	44,280	44,280	44,280
FINANCE	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	883	853	831	831	850	850	850
FINANCE	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	1,740	1,732	2,300	2,300	2,300
FINANCE	Personnel - Taxes & Benefits	VISION CARE	248	300	310	310	310	310	310
FINANCE	Personnel - Taxes & Benefits	RETIREMENT	40,350	46,594	57,910	58,591	60,960	60,960	60,960
FINANCE	Personnel - Taxes & Benefits	MEDICAL INSURANCE	53,202	80,636	90,019	88,752	90,480	90,480	90,480
FINANCE	Personnel - Taxes & Benefits	LIFE INSURANCE	2,671	3,499	3,830	3,978	4,120	4,120	4,120
FINANCE	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	598	1,246	650	605	690	690	690
FINANCE Total			$ 543,452	$ 685,143	$ 773,965	$ 776,924	$ 907,330	$ 909,990	$ 906,333

FY26 BUDGET - FINAL DRAFT - GENERAL FUND

Updated June 20, 202

DEPT / DIVISION	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
IT	Fleet Maintenance	O&M-VEHICLE GAS	92	116	200	121	200	200	20
IT	Fleet Maintenance	O&M-VEHICLE GARAGE LABOR	255	1,502	2,500	-	1,875	1,980	1,98
IT	Fleet Maintenance	O&M-VEHICLE MAINTENANCE	-	55	900	-	1,500	1,500	1,50
IT	Fleet Maintenance	O&M-VEH & EQUIP REPLACEMENT	1,500	1,500	2,700	2,700	2,700	2,700	2,70
IT	O&M	O&M - TRAINING	4,604	21,791	24,974	18,821	25,000	25,000	23,750
IT	O&M	O&M-TELEPHONE	652	2,161	1,757	1,813	1,820	1,820	1,820
IT	O&M	O&M-CELLPHONE	916	2,239	2,700	2,879	4,350	4,350	4,350
IT	O&M	O&M-COPIER	-	-	850	-	-	-	-
IT	O&M	WEBSITE MAINTENANCE	11,247	14,391	15,050	16,138	38,125	38,125	38,125
IT	O&M	O&M-IT SECURITY & DR	16,146	16,019	68,310	61,361	143,400	143,400	136,000
IT	O&M	HARDWARE MAINTENANCE	-	555	24,000	2,344	17,000	17,000	12,000
IT	O&M	O&M-CONTRACT SERVICES	64,263	31,536	31,500	1,348	84,129	84,129	84,129
IT	O&M	O&M-AUDITING	201	1,872	4,850	2,648	2,080	2,080	2,080
IT	O&M	O&M-INSURANCE	615	1,197	1,415	1,579	2,260	2,210	2,210
IT	O&M	O&M-SUPPLIES	3,598	2,781	4,675	431	3,000	3,000	2,700
IT	O&M	O&M-GENERAL EXPENSE	104	1,054	10,000	955	7,000	7,000	5,000
IT	O&M	O&M-COMPUTER	21,025	72,587	50,000	50,000	30,900	30,900	30,900
IT	O&M	COST ALLOC-CITY HALL TO IT	12,396	12,605	12,516	12,807	(15,100)	15,100	15,100
IT	O&M	O&M-SOFTWARE MAINTENANCE	177,584	155,030	190,580	190,580	71,400	71,400	71,400
IT	Personnel - Salary & Wages	SALARIES & WAGES	252,581	356,396	391,330	405,313	462,370	462,370	462,370
IT	Personnel - Salary & Wages	OVERTIME	6,102	2,144	5,000	-	2,000	2,000	2,000
IT	Personnel - Taxes & Benefits	SOCIAL SECURITY	20,187	27,918	29,990	31,150	36,360	36,410	36,410
IT	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	905	579	930	967	850	850	850
IT	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	1,340	1,342	1,890	1,890	1,890
IT	Personnel - Taxes & Benefits	VISION CARE	180	247	250	247	-	-	-
IT	Personnel - Taxes & Benefits	VISION CARE	-	-	-	-	310	310	310
IT	Personnel - Taxes & Benefits	RETIREMENT	17,944	36,281	39,180	41,642	51,100	51,100	51,100
IT	Personnel - Taxes & Benefits	MEDICAL INSURANCE	37,274	54,814	65,130	64,982	83,070	79,210	79,210
IT	Personnel - Taxes & Benefits	LIFE INSURANCE	1,482	2,536	2,970	2,906	3,530	3,530	3,530
IT	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	409	941	450	429	540	540	540
IT Total			$ 652,262	$ 820,848	$ 986,046	$ 915,503	$ 1,063,659	$ 1,090,104	$ 1,074,154
Grand Total			$ (230,078)	$ (626,571)	$ 917,089	$ (199,587)	$ -	$ -	$ -

FY26 BUDGET - FINAL DRAFT - UTILITY FUNDS

Updated June 20, 2025

FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
WATER FUND	Investment Income	INTEREST INCOME-POOLED CASH	(200,991)	(11,204)	(42,000)	(43,050)	(42,280)	(42,280)	(42,280)
WATER FUND	Investment Income	INTEREST INCOME / INVESTMENTS	(3)	-	(189,000)	(193,725)	(214,540)	(214,540)	(214,540)
WATER FUND	Miscellaneous	REVENUE-MISCELLANEOUS	(2,010)	-	(2,000)	(500)	-	-	-
WATER FUND	Utility Fees	LATE PENALTIES-WATER	(7,614)	(10,524)	(6,300)	(8,362)	(7,000)	(7,000)	(7,000)
WATER FUND	Utility Revenue	CUSTOMER BILLING-WATER	(3,425,479)	(3,515,024)	(3,413,963)	(3,641,472)	(3,880,799)	(3,880,799)	(3,880,799)
WATER FUND	Utility Revenue	CONNECTION FEES-WATER	(40,751)	(63,795)	(25,000)	(27,475)	(28,000)	(28,000)	(28,000)
WATER FUND	Utility Revenue	NEW METER FEE-WATER	(13,800)	(37,000)	(18,000)	(44,050)	(32,000)	(32,000)	(32,000)
WATER FUND	Cost of Service	O&M-PUMPING POWER PURCHASED	224,997	241,753	258,200	258,000	272,000	272,000	272,000
WATER FUND	Cost of Service	O&M-NATURAL GAS	672	881	1,235	1,264	1,330	1,330	1,330
WATER FUND	Cost of Service	O&M-UTILITIES-WATER	906	1,484	1,570	1,579	1,600	1,600	1,600
WATER FUND	Cost of Service	O&M-CHEMICALS	109,478	127,283	152,000	145,491	132,000	132,000	132,000
WATER FUND	Debt Service	LOAN-WASH ST PLANT-INT.	19,030	17,423	15,801	15,801	15,801	15,801	15,801
WATER FUND	Debt Service	DEBT SVC-INT-2012 USDA #03	83,951	81,997	79,781	79,781	79,781	79,781	79,781
WATER FUND	Debt Service	LOAN-WASH ST PLANT-PRIN.	-	161,850	163,473	163,473	163,473	163,473	163,473
WATER FUND	Debt Service	DEBT SVC-PRN-2012 USDA #03	-	104,003	106,220	106,220	106,220	106,220	106,220
WATER FUND	Cost of Service	O&M-SERVICE CONNECTIONS	9,968	12,794	15,000	12,577	15,000	15,000	15,000
WATER FUND	Fleet Maintenance	O&M-VEHICLE GAS	11,490	10,658	16,300	16,168	16,000	16,000	16,000
WATER FUND	Fleet Maintenance	O&M-VEHICLE GARAGE LABOR	9,808	13,482	24,400	24,257	26,210	27,680	27,680
WATER FUND	Fleet Maintenance	O&M-VEHICLE MAINTENANCE	12,453	14,601	18,000	13,434	18,000	18,000	18,000
WATER FUND	Fleet Maintenance	O&M-VEH & EQUIP REPLACEMENT	74,938	74,950	46,250	46,250	50,200	50,200	50,200
WATER FUND	O&M	O&M - TRAINING	2,134	2,640	6,550	5,840	10,000	10,000	10,000
WATER FUND	O&M	O&M-TELEPHONE	422	500	310	334	350	350	350
WATER FUND	O&M	O&M-WELLS	15,038	52,726	85,000	27,105	85,000	85,000	85,000
WATER FUND	O&M	O&M-MAINS	14,853	21,998	25,000	27,800	25,000	25,000	25,000
WATER FUND	O&M	O&M-CELLPHONE	2,116	2,125	2,220	2,195	2,230	2,230	2,230
WATER FUND	O&M	O&M-COMPUTERS	-	-	-	1,000	500	500	500
WATER FUND	O&M	O&M-ADVERTISING & PRINTING	1,275	930	1,000	-	1,000	1,000	1,000
WATER FUND	O&M	O&M-SUPPLIES	2,654	1,601	4,000	2,432	4,000	4,000	4,000
WATER FUND	O&M	O&M-UNIFORMS	1,552	1,317	3,225	2,010	3,500	3,500	3,500
WATER FUND	O&M	O&M-METERS	-	-	10,000	3,662	10,000	10,000	10,000
WATER FUND	O&M	SIDEWALKS	-	-	29,626	4,242	40,000	40,000	40,000
WATER FUND	O&M	O&M-POSTAGE	10	18	100	10	100	100	100
WATER FUND	O&M	O&M-GENERAL EXPENSE	731	248	2,000	1,285	2,000	2,000	2,000
WATER FUND	O&M	COST ALLOC-ALL TO WATER	262,090	290,984	313,429	320,718	344,770	381,185	381,185
WATER FUND	O&M	COST ALLOC-METER TECH	172,020	192,099	209,559	214,432	222,385	222,420	222,420
WATER FUND	O&M	COST ALLOC-PW TO WATER	169,466	200,821	194,918	199,451	216,770	217,160	217,160
WATER FUND	O&M	COST ALLOC-BILLING TO WATER	150,150	168,765	193,886	198,395	203,065	202,890	202,890
WATER FUND	O&M	O&M-RADIO WATER	-	-	500	-	500	500	500
WATER FUND	O&M	O&M-BUILDING MAINTENANCE	2,702	4,920	10,000	8,392	10,000	10,000	10,000
WATER FUND	O&M	O&M-FACILITY MAINTENANCE	77,796	86,900	99,500	109,098	105,500	105,500	105,500
WATER FUND	O&M	O&M-SOFTWARE MAINTENANCE	2,636	-	3,120	3,349	15,800	15,800	15,800
WATER FUND	O&M	O&M-CONTRACT SERVICES	29,877	39,827	48,000	42,092	59,000	59,000	59,000
WATER FUND	O&M	O&M-LEGAL SERVICES	2,970	2,970	2,970	2,878	3,300	3,300	3,300
WATER FUND	O&M	O&M-AUDITING	1,208	11,235	15,860	8,103	18,110	18,110	18,110
WATER FUND	O&M	O&M-ENGINEERING	1,185	1,112	29,000	16,601	8,000	8,000	8,000
WATER FUND	O&M	O&M-INSURANCE	29,408	34,002	44,785	49,993	51,870	51,740	51,740
WATER FUND	O&M	O&M-STREET RESTORATION	-	574	26,000	1,663	60,000	60,000	60,000

FY26 BUDGET - FINAL DRAFT - UTILITY FUNDS

Updated June 20, 2025

FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
WATER FUND	Personnel - Salary & Wages	SALARIES & WAGES	235,413	242,175	295,590	289,339	323,460	324,650	324,650
WATER FUND	Personnel - Salary & Wages	OVERTIME	16,246	16,882	17,800	20,019	18,700	18,700	18,700
WATER FUND	Personnel - Salary & Wages	ON CALL PAY	16,666	15,823	14,600	16,432	16,640	16,640	16,640
WATER FUND	Personnel - Salary & Wages	VACATION - SELL BACK	5,183	-	-	8,336	-	-	-
WATER FUND	Personnel - Taxes & Benefits	SOCIAL SECURITY	19,933	20,760	24,180	25,144	27,010	27,100	27,100
WATER FUND	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	804	594	865	881	940	940	940
WATER FUND	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	924	924	1,290	1,300	1,300
WATER FUND	Personnel - Taxes & Benefits	VISION CARE	244	234	280	272	320	320	320
WATER FUND	Personnel - Taxes & Benefits	RETIREMENT	22,138	23,228	27,480	28,345	30,020	30,140	30,140
WATER FUND	Personnel - Taxes & Benefits	MEDICAL INSURANCE	46,005	50,325	71,770	70,688	80,370	80,370	80,370
WATER FUND	Personnel - Taxes & Benefits	LIFE INSURANCE	1,785	1,822	2,390	2,417	2,530	2,540	2,540
WATER FUND	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	7,311	8,929	10,460	9,422	10,990	11,020	11,020
WATER FUND	Transfers	INTRAFUND XFER CAP RESERVES	1,453,524	973,515	655,136	1,034,038	801,984	762,529	762,529
WATER FUND	Transfers	INTERFUND TRANSFER TO GEN FUND	365,415	301,790	316,000	315,000	490,000	490,000	490,000
WATER FUND Total			$ -	$ -	$ -	$ -	$ -	$ -	$ -

FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
SEWER FUND	Investment Income	INTEREST INCOME-POOLED CASH	(135,957)	(16,443)	(34,500)	(35,363)	(27,230)	(27,230)	(27,230)
SEWER FUND	Investment Income	INTEREST INCOME / INVESTMENTS	(1)	-	(215,000)	(220,375)	(248,210)	(248,210)	(248,210)
SEWER FUND	Miscellaneous	PROCEEDS-EQUIP&SCRAP	-	(9,482)	-	-	(1,000)	(1,000)	(1,000)
SEWER FUND	Utility Fees	LATE PENALTIES-SEWER	(12,542)	(17,790)	(10,600)	(13,220)	(11,700)	(11,700)	(11,700)
SEWER FUND	Utility Revenue	KENT COUNTY COST ADJUST.	(2,127,747)	(2,307,826)	(2,332,578)	(2,564,521)	(2,995,177)	(3,011,721)	(3,011,721)
SEWER FUND	Utility Revenue	CUSTOMER BILLING-SEWER	(3,032,114)	(3,150,905)	(3,048,291)	(3,168,650)	(3,503,869)	(3,513,792)	(3,513,792)
SEWER FUND	Cost of Service	O&M-WASTEWATER TREATMENT	2,090,644	2,372,454	2,332,578	2,612,800	2,995,177	3,011,721	3,011,721
SEWER FUND	Cost of Service	O&M-WASTEWATER TREATMENT I&I	408,232	634,070	531,273	589,200	653,135	656,163	656,163
SEWER FUND	Debt Service	2016 BOND ISSUE INTEREST	42,255	39,088	37,088	37,088	37,088	37,088	37,088
SEWER FUND	Debt Service	2012 STATE REV. FUND-INT.	9,390	8,258	7,103	7,103	7,103	7,103	7,103
SEWER FUND	Debt Service	KENT COUNTY BYPASS-INT.	23,838	23,223	22,594	22,594	22,594	22,594	22,594
SEWER FUND	Debt Service	2019 USDA LOAN-INTEREST	22,006	21,565	21,118	21,118	21,118	21,118	21,118
SEWER FUND	Debt Service	2016 BOND ISSUE PRINCIPAL	-	200,000	210,000	210,000	210,000	210,000	210,000
SEWER FUND	Debt Service	2012 STATE REV. FUND-PRIN	-	57,445	58,600	58,600	58,600	58,600	58,600
SEWER FUND	Debt Service	KENT COUNTY BYPASS-PRIN.	-	27,718	28,347	28,347	28,347	28,347	28,347
SEWER FUND	Debt Service	2019 USDA LOAN-PRINCIPAL	-	31,179	31,627	31,627	31,627	31,627	31,627
SEWER FUND	Cost of Service	O&M-CHEMICALS	9,219	12,855	17,500	5,013	17,500	17,500	17,500
SEWER FUND	Cost of Service	O&M-SERVICE CONNECTIONS	324	1,847	3,000	327	3,000	3,000	3,000
SEWER FUND	Cost of Service	O&M-PUMPING POWER PURCHASED	43,385	44,961	46,300	49,551	49,400	49,400	49,400
SEWER FUND	Fleet Maintenance	O&M-VEHICLE GAS	11,490	10,658	12,500	9,477	12,500	12,500	12,500
SEWER FUND	Fleet Maintenance	O&M-VEHICLE GARAGE LABOR	9,945	14,462	22,500	24,686	23,400	24,710	24,710
SEWER FUND	Fleet Maintenance	O&M-VEHICLE MAINTENANCE	5,636	9,842	11,000	11,606	20,000	20,000	20,000
SEWER FUND	Fleet Maintenance	O&M-VEH & EQUIP REPLACEMENT	10,000	10,000	98,000	98,000	98,000	98,000	98,000
SEWER FUND	O&M	O&M - TRAINING	846	555	1,500	804	1,500	1,500	1,500
SEWER FUND	O&M	COST ALLOC-ALL TO SEWER	262,090	290,984	313,429	320,718	344,770	381,185	381,185
SEWER FUND	O&M	O&M-TELEPHONE	314	369	170	188	150	150	150
SEWER FUND	O&M	O&M-NATURAL GAS	672	881	1,235	1,264	1,330	1,330	1,330
SEWER FUND	O&M	O&M-MAINS	4,998	155	10,000	-	10,000	10,000	10,000
SEWER FUND	O&M	O&M-LIFT STATIONS	50,241	66,971	70,000	66,777	70,000	70,000	70,000
SEWER FUND	O&M	O&M-COMPUTERS	-	-	-	1,000	500	500	500
SEWER FUND	O&M	O&M-ADVERTISING & PRINTING	851	891	1,000	-	1,000	1,000	1,000
SEWER FUND	O&M	O&M-SUPPLIES	767	1,074	4,000	1,153	4,000	4,000	4,000
SEWER FUND	O&M	O&M-UNIFORMS	1,481	597	3,225	155	3,500	3,500	3,500
SEWER FUND	O&M	SIDEWALKS	-	-	1,000	-	1,000	1,000	1,000
SEWER FUND	O&M	O&M-GENERAL EXPENSE	430	52	1,500	661	1,500	1,500	1,500
SEWER FUND	O&M	COST ALLOC-METER TECH	172,022	192,099	209,559	214,432	222,385	222,420	222,420
SEWER FUND	O&M	COST ALLOC-PUB WORKS	169,466	200,821	194,918	199,451	216,770	217,160	217,160
SEWER FUND	O&M	COST ALLOC-BILLING	150,150	168,765	193,886	198,395	203,065	202,890	202,890
SEWER FUND	O&M	O&M-MAINT. & REPAIR EQUIPMENT	4,045	3,205	5,000	3,832	5,000	5,000	5,000
SEWER FUND	O&M	O&M-FACILITY MAINTENANCE	565	751	5,000	2,327	5,000	5,000	5,000
SEWER FUND	O&M	O&M-SOFTWARE MAINTENANCE	2,448	-	3,120	3,349	15,800	15,800	15,800
SEWER FUND	O&M	O&M-CONTRACT SERVICES	22,999	27,276	39,000	19,450	30,000	30,000	30,000
SEWER FUND	O&M	O&M-LEGAL SERVICES	2,700	2,700	2,700	2,580	3,000	3,000	3,000
SEWER FUND	O&M	O&M-AUDITING	1,208	11,235	14,940	7,522	16,260	16,260	16,260
SEWER FUND	O&M	O&M-ENGINEERING	1,520	-	4,000	385	8,000	8,000	8,000
SEWER FUND	O&M	O&M-I&I STUDY	14,790	-	200,000	-	200,000	200,000	200,000

FY26 BUDGET - FINAL DRAFT - UTILITY FUNDS

Updated June 20, 2025

FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
SEWER FUND	O&M	O&M-INSURANCE	13,865	11,124	16,037	17,901	19,670	19,250	19,250
SEWER FUND	O&M	STREET RESTORATION	-	-	7,500	-	7,500	7,500	7,500
SEWER FUND	O&M	O&M-BOND DEBT EXPENSE	375	400	500	495	500	500	500
SEWER FUND	Personnel - Salary & Wages	SALARIES & WAGES	234,697	241,806	292,590	289,233	323,460	324,650	324,650
SEWER FUND	Personnel - Salary & Wages	OVERTIME	9,062	9,786	9,517	10,517	10,200	10,200	10,200
SEWER FUND	Personnel - Salary & Wages	ON CALL PAY	16,402	15,821	14,500	16,431	16,550	16,550	16,550
SEWER FUND	Personnel - Salary & Wages	VACATION - SELL BACK	5,183	-	-	8,336	-	-	-
SEWER FUND	Personnel - Taxes & Benefits	SOCIAL SECURITY	19,931	20,759	23,530	25,143	26,350	26,440	26,440
SEWER FUND	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	804	594	865	881	940	940	940
SEWER FUND	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	924	924	1,300	1,300	1,300
SEWER FUND	Personnel - Taxes & Benefits	VISION CARE	243	233	280	271	320	320	320
SEWER FUND	Personnel - Taxes & Benefits	RETIREMENT	22,136	23,226	26,990	28,344	29,550	29,670	29,670
SEWER FUND	Personnel - Taxes & Benefits	MEDICAL INSURANCE	46,005	50,324	72,770	70,688	80,370	80,370	80,370
SEWER FUND	Personnel - Taxes & Benefits	LIFE INSURANCE	1,784	1,822	2,390	2,416	2,530	2,540	2,540
SEWER FUND	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	7,327	8,914	9,588	9,422	10,650	10,690	10,690
SEWER FUND	Transfers	INTRAFUND XFER CAP RESERVES	1,314,167	326,844	76,679	344,546	166,177	134,067	134,067
SEWER FUND	Transfers	INTERFUND TRANSFER TO GEN FUND	65,415	301,790	316,000	315,000	438,000	438,000	438,000
SEWER FUND Total			$ -	$ -	$ -	$ -	$ -	$ -	$ -

FY26 BUDGET - FINAL DRAFT - UTILITY FUNDS

Updated June 20, 2025

FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
REFUSE FUND	Application of Reserves	INTRAFUND XFER IN-RESERVES	-	-	(122,700)	(122,700)	(69,581)	(83,240)	(83,240)
REFUSE FUND	Investment Income	INTEREST INCOME-POOLED CASH	(11,139)	(18,030)	(11,200)	(11,480)	(5,640)	(5,700)	(5,700)
REFUSE FUND	Investment Income	INTEREST INCOME / INVESTMENTS	(1)	-	(6,200)	(6,355)	(4,790)	(5,100)	(5,100)
REFUSE FUND	Utility Fees	LATE PENALTIES-SOLID WASTE	(4,454)	(5,179)	(3,600)	(5,317)	(4,100)	(5,200)	(5,200)
REFUSE FUND	Utility Revenue	COMMERCIAL TRASH BILLING	(71,286)	(76,496)	(78,655)	(81,142)	(84,784)	(86,095)	(86,095)
REFUSE FUND	Utility Revenue	RESIDENTIAL TRASH BILLING	(1,479,592)	(1,614,762)	(1,636,268)	(1,734,110)	(1,832,186)	(1,843,675)	(1,843,675)
REFUSE FUND	Utility Revenue	BULK TRASH	(950)	(750)	(900)	(150)	(100)	(200)	(200)
REFUSE FUND	Utility Revenue	CONTAINER REPLACEMENT FEE	(420)	(350)	(400)	(140)	(200)	(400)	(400)
REFUSE FUND	Cost of Service	INTEREST ON METER DEPOSIT	4	5	5	4	5	5	5
REFUSE FUND	Cost of Service	O&M-TRASH CONTAINERS	32,438	35,050	55,422	61,866	60,000	60,000	60,000
REFUSE FUND	Cost of Service	O&M-YARD WASTE CANS	13,597	13,635	16,653	18,589	18,000	18,000	18,000
REFUSE FUND	Cost of Service	PW YARD CONTAINERS	-	1,762	-	-	4,000	4,000	4,000
REFUSE FUND	Cost of Service	O&M-LANDFILL FEES	303,896	319,884	299,252	330,533	325,000	325,000	325,000
REFUSE FUND	Cost of Service	YARD WASTE FEES	-	18,902	22,000	20,366	25,000	25,000	25,000
REFUSE FUND	Fleet Maintenance	O&M-VEHICLE GAS	63,365	54,175	66,000	54,275	60,000	60,000	60,000
REFUSE FUND	Fleet Maintenance	O&M-VEHICLE GARAGE LABOR	41,418	92,222	100,000	75,225	93,600	98,865	98,865
REFUSE FUND	Fleet Maintenance	O&M-VEHICLE MAINTENANCE	116,929	102,773	148,000	133,431	145,000	145,000	145,000
REFUSE FUND	Fleet Maintenance	O&M-VEH & EQUIP REPLACEMENT	30,000	30,000	54,070	54,070	100,651	70,750	70,750
REFUSE FUND	Fleet Maintenance	O&M-VEHICLE LOAN PAYBACK	(142,860)	-	71,430	-	71,430	71,430	71,430
REFUSE FUND	O&M	O&M - TRAINING	4,573	4,065	8,000	8,442	9,000	9,000	9,000
REFUSE FUND	O&M	COST ALLOC-ALL TO SOL WASTE	143,244	145,968	160,325	164,054	176,360	194,980	194,980
REFUSE FUND	O&M	O&M-CELLPHONE	484	1,934	3,680	3,692	4,060	4,060	4,060
REFUSE FUND	O&M	O&M-COMPUTERS	-	-	-	-	500	500	500
REFUSE FUND	O&M	O&M-RADIO SOLID WASTE	-	-	-	-	2,500	2,500	2,500
REFUSE FUND	O&M	O&M-ADVERTISING & PRINTING	3,289	4,272	3,300	133	3,300	3,300	3,300
REFUSE FUND	O&M	O&M-SUPPLIES	1,262	832	1,075	379	1,300	1,300	1,300
REFUSE FUND	O&M	O&M-UNIFORMS	1,471	1,040	2,800	2,347	2,800	2,800	2,800
REFUSE FUND	O&M	O&M-POSTAGE	9	2	20	2	20	20	20
REFUSE FUND	O&M	O&M-GENERAL EXPENSE	148	596	49	-	800	800	800
REFUSE FUND	O&M	COST ALLOC-PUB WORKS	98,267	116,545	113,119	113,119	125,800	126,025	126,025
REFUSE FUND	O&M	COST ALLOC-BILLING	149,820	168,448	193,884	193,884	203,065	202,885	202,885
REFUSE FUND	O&M	O&M-SOFTWARE MAINTENANCE	9,256	16,317	14,890	20,951	15,000	15,000	15,000
REFUSE FUND	O&M	O&M-CONTRACT SERVICES	86,898	44,138	83,700	85,836	20,000	40,000	40,000
REFUSE FUND	O&M	O&M-AUDITING	1,208	11,234	10,900	4,848	12,450	12,450	12,450
REFUSE FUND	O&M	O&M-INSURANCE	13,552	15,948	14,920	16,561	16,720	16,560	16,560

FY26 BUDGET - FINAL DRAFT - UTILITY FUNDS

Updated June 20, 2025

FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
REFUSE FUND	Personnel - Salary & Wages	SALARIES & WAGES	206,346	273,319	262,950	256,826	327,970	309,790	309,790
REFUSE FUND	Personnel - Salary & Wages	OVERTIME	23,783	37,491	40,950	44,879	20,000	20,000	20,000
REFUSE FUND	Personnel - Taxes & Benefits	SOCIAL SECURITY	15,137	21,326	20,430	20,595	25,590	23,490	23,490
REFUSE FUND	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	1,269	1,307	880	913	1,350	1,350	1,350
REFUSE FUND	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	750	756	1,260	1,150	1,150
REFUSE FUND	Personnel - Taxes & Benefits	HOLIDAY BANK 2 - PAYOUT	-	305	500	-	500	500	500
REFUSE FUND	Personnel - Taxes & Benefits	VISION CARE	176	252	300	263	380	340	340
REFUSE FUND	Personnel - Taxes & Benefits	RETIREMENT	12,466	17,487	18,240	17,183	24,500	22,290	22,290
REFUSE FUND	Personnel - Taxes & Benefits	MEDICAL INSURANCE	51,486	65,425	60,960	59,392	85,180	122,930	122,930
REFUSE FUND	Personnel - Taxes & Benefits	LIFE INSURANCE	1,404	1,772	1,770	1,749	2,630	2,430	2,430
REFUSE FUND	Personnel - Taxes & Benefits	O&M-TUITION REIMBURSEMENT	-	-	-	-	5,250	5,250	5,250
REFUSE FUND	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	6,083	8,432	8,700	7,868	10,410	9,860	9,860
REFUSE FUND	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	277,423	88,703	-	188,362	-	-	-
REFUSE FUND Total			$ -	$ -	$ -	$ -	$ -	$ -	$ -

FY26 BUDGET - FINAL DRAFT - UTILITY FUNDS

Updated June 20, 2025

FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
ELECTRIC FUND	Application of Reserves	INTRAFUND XFER IN-RESERVES	-	(711,461)	(1,689,116)	-	-	(54,275)	(54,275)
ELECTRIC FUND	Investment Income	INTEREST INCOME-POOLED CASH	(390,471)	(52,280)	(59,500)	(60,988)	(33,990)	(33,990)	(33,990)
ELECTRIC FUND	Investment Income	INTEREST INCOME / INVESTMENTS	(37)	-	(833,148)	(853,977)	(758,370)	(758,370)	(758,370)
ELECTRIC FUND	Utility Fees	LATE PENALTIES-ELECTRIC	(64,878)	(86,706)	(55,500)	(99,785)	(75,000)	(75,000)	(75,000)
ELECTRIC FUND	Utility Fees	RET'D CHECK-RECONNECT FEE	(10,150)	(8,050)	(7,440)	(9,265)	(7,500)	(7,500)	(7,500)
ELECTRIC FUND	Utility Fees	CONNECTION FEES-ELEC	(369,287)	(561,453)	(192,200)	(172,934)	(137,500)	(137,500)	(137,500)
ELECTRIC FUND	Utility Revenue	CUSTOMER BILLING-ELECTRIC	(24,590,043)	(26,957,535)	(28,858,158)	(31,034,047)	(31,652,607)	(31,652,607)	(31,652,607)
ELECTRIC FUND	Utility Revenue	REVENUE-PRIVATE SECURITY LIGHT	(120,501)	(121,565)	(121,206)	(123,190)	(123,022)	(123,022)	(123,022)
ELECTRIC FUND	Utility Revenue	FACILITY CHARGE-ELECTRIC	(2,547,090)	(2,605,456)	(2,661,927)	(2,980,461)	(2,901,970)	(2,901,970)	(2,901,970)
ELECTRIC FUND	Utility Revenue	UNDERGROUND ELEC SVC FEE	(27,000)	(35,000)	(21,500)	(12,279)	-	-	-
ELECTRIC FUND	Utility Revenue	REV / TEMPORARY SERVICE	(450)	(330)	-	-	(550)	(550)	(550)
ELECTRIC FUND	Utility Revenue	SUBCONTRACTOR LABOR	(4,615)	-	(30,000)	(64,024)	-	-	-
ELECTRIC FUND	Utility Revenue	REV / SUBCONTRACTOR MATERIALS	(2,393)	-	(155,000)	(294,125)	-	-	-
ELECTRIC FUND	Utility Revenue	PROCEEDS-ELEC INVENTORY SALES	(6,475)	(810)	-	1,774	-	-	-
ELECTRIC FUND	Utility Revenue	PROCEEDS-SALE OF EQUIP/SCRAP	(13,112)	(3,235)	(4,000)	(16,338)	-	-	-
ELECTRIC FUND	Utility Revenue	SOLAR POWER PERMIT	(2,455)	(890)	(1,500)	(84)	(400)	(400)	(400)
ELECTRIC FUND	Utility Revenue	REVENUE-MISCELLANEOUS	(515,837)	(5,530)	(4,000)	(837)	-	-	-
ELECTRIC FUND	Cost of Service	O&M-DEMEC POWER PURCHASED	20,169,499	22,171,710	24,086,932	24,585,464	25,187,603	25,187,603	25,187,603
ELECTRIC FUND	Debt Service	2016 BOND INTEREST	85,941	82,215	79,815	79,815	79,815	79,815	79,815
ELECTRIC FUND	Debt Service	2016 BOND PRINCIPAL	-	240,000	240,000	240,000	240,000	240,000	240,000
ELECTRIC FUND	Fleet Maintenance	O&M-VEHICLE GAS	26,162	22,772	25,000	23,173	25,000	25,000	25,000
ELECTRIC FUND	Fleet Maintenance	O&M-VEHICLE GARAGE LABOR	19,757	39,547	44,000	37,699	37,440	39,545	39,545
ELECTRIC FUND	Fleet Maintenance	O&M-VEHICLE MAINTENANCE	44,838	23,133	40,000	36,459	35,000	35,000	35,000
ELECTRIC FUND	Fleet Maintenance	O&M-VEH & EQUIP REPLACEMENT	150,000	150,000	208,000	208,000	210,000	210,000	210,000
ELECTRIC FUND	O&M	O&M - TRAINING	14,876	17,766	26,250	17,084	21,000	21,000	21,000
ELECTRIC FUND	O&M	COST ALLOC-ALL TO GEN FUND	579,483	644,040	657,190	672,473	722,910	799,256	799,256
ELECTRIC FUND	O&M	COST ALLOC-METER TECH	344,043	384,196	419,117	428,864	444,780	444,865	444,865
ELECTRIC FUND	O&M	COST ALLOC-PUB WORKS	356,117	422,954	410,552	410,552	456,540	457,365	457,365
ELECTRIC FUND	O&M	COST ALLOC-BILLING	552,604	621,325	710,914	710,914	744,585	743,925	743,925
ELECTRIC FUND	O&M	O&M-TELEPHONE	2,259	2,662	2,450	2,707	2,650	2,650	2,650
ELECTRIC FUND	O&M	O&M-UTILITIES-WATER	2,267	2,355	2,470	2,520	2,600	2,600	2,600
ELECTRIC FUND	O&M	O&M-RADIO ELEC	-	-	3,500	2,142	5,500	5,500	5,500
ELECTRIC FUND	O&M	O&M-COMPUTERS	-	-	-	4,500	2,980	2,980	2,980
ELECTRIC FUND	O&M	O&M-SUPPLIES	1,454	2,044	2,500	461	2,500	2,500	2,500
ELECTRIC FUND	O&M	O&M-UNIFORMS	17,418	25,498	35,000	33,238	35,000	35,000	35,000
ELECTRIC FUND	O&M	O&M-SMALL TOOLS	16,043	8,748	8,000	8,127	10,000	10,000	10,000
ELECTRIC FUND	O&M	O&M-GENERAL EXPENSE	276	-	4,000	574	4,000	4,000	4,000
ELECTRIC FUND	O&M	O&M-SUBSTATIONS	117,676	25,287	56,000	24,942	77,500	77,500	77,500
ELECTRIC FUND	O&M	O&M-DISTRIBUTION LINES	206,076	378,477	272,500	251,210	325,000	325,000	325,000
ELECTRIC FUND	O&M	O&M-VEGETATION CONTROL	18,287	104,473	107,500	119,869	75,000	75,000	75,000
ELECTRIC FUND	O&M	O&M-CELLPHONE	2,520	3,643	4,180	4,481	4,220	4,220	4,220
ELECTRIC FUND	O&M	O&M-ENVIRONMENTAL COMPLIANCE	37,370	24,323	44,000	40,890	35,000	35,000	35,000
ELECTRIC FUND	O&M	EQUIPMENT RENTAL	-	-	2,500	-	2,500	2,500	2,500
ELECTRIC FUND	O&M	O&M-TRAFFIC SIGNALS	47,449	578	15,000	9,265	15,000	15,000	15,000
ELECTRIC FUND	O&M	SIDEWALKS	-	-	10,000	-	-	-	-
ELECTRIC FUND	O&M	O&M-SOFTWARE MAINTENANCE	6,254	3,153	12,200	11,645	38,800	38,800	38,800
ELECTRIC FUND	O&M	O&M-CONTRACT SERVICES	19,261	21,965	25,000	4,169	25,000	25,000	25,000

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Updated June 20, 2025

FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
ELECTRIC FUND	O&M	O&M-LEGAL SERVICES	1,643	1,440	1,440	1,366	1,600	1,600	1,600
ELECTRIC FUND	O&M	O&M-AUDITING	1,208	11,235	16,500	8,123	12,450	12,450	12,450
ELECTRIC FUND	O&M	O&M-ENGINEERING	4,973	2,654	20,000	-	20,000	20,000	20,000
ELECTRIC FUND	O&M	O&M-INSURANCE	135,420	165,354	213,847	238,713	228,300	232,140	232,140
ELECTRIC FUND	O&M	O&M-ADVERTISING & PRINTING	3,466	1,026	2,500	33	2,500	2,500	2,500
ELECTRIC FUND	O&M	O&M-WAREHOUSE EXPENSE	342	866	2,000	1,370	2,000	2,000	2,000
ELECTRIC FUND	O&M	O&M-BOND DEBT EXPENSE	375	425	500	495	500	500	500
ELECTRIC FUND	O&M	NEW SERVICES	-	63,449	185,000	168,364	125,000	125,000	125,000
ELECTRIC FUND	O&M	DEV-WATERGATE	-	34,670	-	3,834	-	-	-
ELECTRIC FUND	O&M	DEV-MILFORD PONDS, LLC	-	15,932	170,335	227,839	-	-	-
ELECTRIC FUND	O&M	DEV-WESTWOOD	-	6,009	260,336	7,221	-	-	-
ELECTRIC FUND	O&M	DEV-HICKORY GLEN	-	4,681	2,365	2,640	-	-	-
ELECTRIC FUND	O&M	DEV-RED CEDAR FARMS	-	-	415,350	17,478	-	-	-
ELECTRIC FUND	O&M	INTEREST ON METER DEPOSIT	721	762	700	792	750	750	750
ELECTRIC FUND	Personnel - Salary & Wages	SALARIES & WAGES	1,040,271	1,049,536	1,279,686	1,219,106	1,369,090	1,379,120	1,379,120
ELECTRIC FUND	Personnel - Salary & Wages	OVERTIME	54,579	84,013	74,582	78,582	80,000	80,000	80,000
ELECTRIC FUND	Personnel - Salary & Wages	ON CALL PAY	57,527	62,117	58,000	66,168	63,600	63,600	63,600
ELECTRIC FUND	Personnel - Salary & Wages	VACATION - SELL BACK	32,156	-	-	5,494	-	-	-
ELECTRIC FUND	Personnel - Taxes & Benefits	VACATION REDEMPTION	4,616	4,873	5,205	5,205	5,300	5,300	5,300
ELECTRIC FUND	Personnel - Taxes & Benefits	SOCIAL SECURITY	89,567	93,266	106,080	104,587	116,600	117,430	117,430
ELECTRIC FUND	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	2,969	2,363	2,240	2,264	2,850	2,850	2,850
ELECTRIC FUND	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	4,030	4,032	5,420	5,460	5,460
ELECTRIC FUND	Personnel - Taxes & Benefits	VISION CARE	736	736	750	711	780	780	780
ELECTRIC FUND	Personnel - Taxes & Benefits	RETIREMENT	85,986	91,511	117,600	115,786	123,800	124,950	124,950
ELECTRIC FUND	Personnel - Taxes & Benefits	MEDICAL INSURANCE	172,597	228,187	201,425	196,882	221,540	221,540	221,540
ELECTRIC FUND	Personnel - Taxes & Benefits	LIFE INSURANCE	7,678	7,739	9,480	9,000	9,820	9,830	9,830
ELECTRIC FUND	Personnel - Taxes & Benefits	O&M-TUITION REIMBURSEMENT	-	-	-	-	5,250	5,250	5,250
ELECTRIC FUND	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	37,495	38,463	41,040	37,602	45,500	45,810	45,810
ELECTRIC FUND	Personnel - Taxes & Benefits	O&M-TUITION REIMBURSEMENT	-	-	2,135	2,380	5,000	5,000	5,000
ELECTRIC FUND	Transfers	INTRAFUND XFER CAP RESERVES	1,466,430	-	-	970,252	40,636		
ELECTRIC FUND	Transfers	INTERFUND TRANSFER TO GEN FUND	2,626,108	3,756,130	3,946,500	4,253,000	4,334,700	4,334,700	4,334,700
ELECTRIC FUND Total			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grand Total			$ -	$ -	$ -	$ -	$ -	$ -	$ -

FY26 BUDGET - FINAL DRAFT - INTERNAL SERVICE FUNDS

Updated June 20, 2025

FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
GARAGE	Fleet Maintenance	O&M-VEHICLE GAS	1,339	1,722	1,826	1,568	2,000	2,000	2,000
GARAGE	Fleet Maintenance	O&M-VEHICLE MAINTENANCE	338	1,486	2,724	1,111	3,000	3,000	3,000
GARAGE	Fleet Maintenance	O&M-GARAGE EXPENSE	4,507	5,973	14,830	14,224	8,000	8,000	8,000
GARAGE	Fleet Maintenance	O&M-VEH & EQUIP REPLACEMENT	3,333	3,333	3,200	3,200	4,800	4,800	4,800
GARAGE	O&M	O&M - TRAINING	218	299	6,500	6,551	6,000	6,000	6,000
GARAGE	O&M	COST ALLOC-PUB WORKS	49,134	58,272	56,559	57,874	62,900	63,010	63,010
GARAGE	O&M	O&M-TELEPHONE	91	747	612	683	650	650	650
GARAGE	O&M	O&M-CELLPHONE	507	1,113	486	496	510	510	510
GARAGE	O&M	COMPUTER	347	-	-	500	990	990	990
GARAGE	O&M	O&M-SUPPLIES	3,189	3,892	4,000	4,218	4,000	4,000	4,000
GARAGE	O&M	O&M-UNIFORMS	1,272	2,296	3,500	3,092	3,500	3,500	3,500
GARAGE	O&M	O&M-BUILDING MAINTENANCE	3,263	9,973	3,600	3,485	3,600	3,600	3,600
GARAGE	O&M	O&M-FACILITY MAINT.-FUEL SYST	6,662	1,767	4,000	4,417	5,000	5,000	5,000
GARAGE	O&M	O&M-SOFTWARE MAINTENANCE	15,053	15,927	15,070	14,541	22,100	22,100	22,100
GARAGE	O&M	O&M-CONTRACT SERVICES	441	558	665	243	750	750	750
GARAGE	O&M	O&M-AUDITING	403	3,744	1,233	1,377	4,150	4,150	4,150
GARAGE	O&M	O&M-INSURANCE	3,516	3,891	4,725	5,274	4,720	4,690	4,690
GARAGE	Personnel - Salary & Wages	SALARIES & WAGES	81,127	128,280	136,030	136,331	140,130	155,650	155,650
GARAGE	Personnel - Salary & Wages	OVERTIME	581	287	2,892	2,892	500	500	500
GARAGE	Personnel - Taxes & Benefits	SOCIAL SECURITY	6,862	10,113	10,130	11,144	10,440	11,680	11,680
GARAGE	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	347	284	332	332	340	340	340
GARAGE	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	450	447	550	610	610
GARAGE	Personnel - Taxes & Benefits	VISION CARE	72	124	130	124	-	-	-
GARAGE	Personnel - Taxes & Benefits	VISION CARE	-	-	-	-	130	130	130
GARAGE	Personnel - Taxes & Benefits	RETIREMENT	7,728	10,394	10,810	11,582	10,850	12,250	12,250
GARAGE	Personnel - Taxes & Benefits	MEDICAL INSURANCE	16,776	27,687	30,530	30,553	30,430	30,430	30,430
GARAGE	Personnel - Taxes & Benefits	LIFE INSURANCE	586	973	1,120	1,111	1,140	1,270	1,270
GARAGE	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	2,824	3,930	4,210	4,190	4,220	4,680	4,680
GARAGE	Transfers	INTERFUND TRANSFER TO GEN FUND	-	1,030	500	500	-	-	-
GARAGE	Allocations	COST ALLOCATED TO GARAGE	(189,171)	(302,690)	(320,664)	(322,059)	(335,400)	(354,290)	(354,290)
GARAGE Total			$ 21,344	$ (4,593)	$ -	$ -	$ -	$ -	$ -

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FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
PUBLIC WORKS	DEV/PASSTHRU	DEV/INSPECTION EXP / WESTWOOD	-	-	101,500	45,707	-	-	-
PUBLIC WORKS	DEV/PASSTHRU	DEV/INSPECT EXP - HICKORY GLEN	-	-	91,905	79,386	-	-	-
PUBLIC WORKS	DEV/PASSTHRU	DEV-RED CEDAR FARMS	-	-	104,074	67,130	-	-	-
PUBLIC WORKS	DEV/PASSTHRU	SIMPSONS CROSSING	30,455	26,626	37,809	6,179	-	-	-
PUBLIC WORKS	DEV/PASSTHRU	INSPECTION EXPENSE-CYPRESS	36,637	30,095	8,741	9,758	-	-	-
PUBLIC WORKS	DEV/PASSTHRU	INSPECTION EXPENSE / WATERGATE	813	305	33,767	37,693	-	-	-
PUBLIC WORKS	DEV/PASSTHRU	INSPECTION EXPENSE-MILFORD PND	35,708	38,642	117,934	117,934	-	-	-
PUBLIC WORKS	DEV/PASSTHRU	INSPECTION EXPENSE / WICKERSHA	10,106	138,188	14,162	15,809	-	-	-
PUBLIC WORKS	DEV/PASSTHRU	PASS THROUGH EXPENSE	20,362	5,747	8,364	9,337	-	-	-
PUBLIC WORKS	Fleet Maintenance	O&M-VEHICLE GAS	2,515	1,943	2,500	2,310	3,400	3,400	3,400
PUBLIC WORKS	Fleet Maintenance	O&M-VEHICLE GARAGE LABOR	1,560	6,101	4,000	8,341	5,500	5,810	5,810
PUBLIC WORKS	Fleet Maintenance	O&M-VEHICLE MAINTENANCE	1,427	220	2,800	2,585	5,000	5,000	5,000
PUBLIC WORKS	Fleet Maintenance	O&M-VEH & EQUIP REPLACEMENT	1,500	1,500	4,800	4,800	11,100	11,100	11,100
PUBLIC WORKS	O&M	O&M - TRAINING	14,324	12,303	29,830	27,782	29,830	29,830	29,830
PUBLIC WORKS	O&M	O&M-TELEPHONE	1,870	2,892	4,010	4,054	4,550	4,550	4,550
PUBLIC WORKS	O&M	O&M-CELLPHONE	1,928	2,210	2,020	1,978	2,030	2,030	2,030
PUBLIC WORKS	O&M	O&M-RADIO PW	-	-	-	-	2,500	2,500	2,500
PUBLIC WORKS	O&M	O&M-COMPUTERS	-	-	-	4,500	15,880	15,880	15,880
PUBLIC WORKS	O&M	O&M-ADVERTISING & PRINTING	408	-	800	480	800	800	800
PUBLIC WORKS	O&M	O&M-SUPPLIES	9,647	6,487	7,200	6,316	8,000	8,000	8,000
PUBLIC WORKS	O&M	O&M-UNIFORMS	1,145	1,034	3,260	2,133	3,420	3,420	3,420
PUBLIC WORKS	O&M	O&M-OFFICE EQUIPMENT	3,853	130	7,265	7,758	5,000	5,000	5,000
PUBLIC WORKS	O&M	O&M-GENERAL EXPENSE	2,286	3,707	4,600	4,829	5,000	5,000	5,000
PUBLIC WORKS	O&M	O&M-POSTAGE	2,506	2,065	2,000	14	100	100	100
PUBLIC WORKS	O&M	O&M-NATURAL GAS	21,773	20,848	24,725	27,100	25,000	25,000	25,000
PUBLIC WORKS	O&M	O&M-UTILITIES-POWER	55,246	61,466	95,870	93,282	89,300	89,300	89,300
PUBLIC WORKS	O&M	O&M-UTILITIES-WATER	4,757	5,345	5,200	5,456	5,600	5,600	5,600
PUBLIC WORKS	O&M	O&M-COPIER	3,490	3,582	3,600	3,859	3,980	3,980	3,980
PUBLIC WORKS	O&M	O&M-BUILDING MAINTENANCE	19,753	48,793	41,900	43,225	93,020	93,020	93,020
PUBLIC WORKS	O&M	O&M-SOFTWARE MAINTENANCE	8,363	6,656	14,010	10,091	37,100	37,100	37,100
PUBLIC WORKS	O&M	O&M-CONTRACT SERVICES	12,694	15,026	9,300	5,472	11,370	11,370	11,370
PUBLIC WORKS	O&M	O&M-CLEANING	37,064	34,615	41,000	41,255	40,500	40,500	40,500
PUBLIC WORKS	O&M	O&M-AUDITING	805	7,490	6,800	2,753	8,300	8,300	8,300
PUBLIC WORKS	O&M	ENGINEERING	-	540	12,020	13,400	5,000	5,000	5,000
PUBLIC WORKS	O&M	O&M-INSURANCE	3,295	3,737	4,600	5,135	7,090	6,860	6,860
PUBLIC WORKS	O&M	INTERFUND TRANSFER TO GEN FUND	-	5,620	4,500	4,500	-	-	-

FY26 BUDGET - FINAL DRAFT - INTERNAL SERVICE FUNDS

Updated June 20, 2025

FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
PUBLIC WORKS	Personnel - Salary & Wages	SALARIES & WAGES	591,522	570,648	614,208	557,799	652,120	653,950	653,950
PUBLIC WORKS	Personnel - Salary & Wages	OVERTIME	3,134	7,439	10,012	11,016	7,000	7,000	7,000
PUBLIC WORKS	Personnel - Salary & Wages	VACATION - SELL BACK	23,316	-	-	6,750	-	-	-
PUBLIC WORKS	Personnel - Taxes & Benefits	SOCIAL SECURITY	44,426	44,939	43,400	41,778	50,180	50,330	50,330
PUBLIC WORKS	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	1,882	1,361	1,510	1,303	1,660	1,660	1,660
PUBLIC WORKS	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	1,760	1,764	2,570	2,580	2,580
PUBLIC WORKS	Personnel - Taxes & Benefits	VISION CARE	417	379	470	293	-	-	-
PUBLIC WORKS	Personnel - Taxes & Benefits	VISION CARE	-	-	-	-	470	470	470
PUBLIC WORKS	Personnel - Taxes & Benefits	RETIREMENT	45,942	48,028	47,840	47,309	49,260	49,470	49,470
PUBLIC WORKS	Personnel - Taxes & Benefits	MEDICAL INSURANCE	109,878	118,797	103,380	98,705	98,670	98,670	98,670
PUBLIC WORKS	Personnel - Taxes & Benefits	LIFE INSURANCE	3,962	3,976	4,670	4,142	4,700	4,710	4,710
PUBLIC WORKS	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	4,544	6,389	7,790	6,546	10,220	10,280	10,280
PUBLIC WORKS	Allocations	COST ALLOCATED TO WATER	(156,665)	(200,821)	(194,918)	(199,451)	(216,770)	(217,160)	(217,160)
PUBLIC WORKS	Allocations	COST ALLOCATED TO SEWER	(156,665)	(200,821)	(194,918)	(199,451)	(216,770)	(217,160)	(217,160)
PUBLIC WORKS	Allocations	COST ALLOCATED TO SOL WASTE	(95,815)	(116,545)	(113,119)	(115,750)	(125,800)	(126,025)	(126,025)
PUBLIC WORKS	Allocations	COST ALLOCATED TO ELECTRIC	(330,516)	(422,954)	(410,522)	(420,100)	(456,540)	(457,365)	(457,365)
PUBLIC WORKS	Allocations	COST ALLOCATED TO STREETS	(88,441)	(104,890)	(101,807)	(104,175)	(113,220)	(113,425)	(113,425)
PUBLIC WORKS	Allocations	COST ALLOCATED TO PLANNING	(9,827)	(11,654)	(11,312)	(11,575)	(12,580)	(12,605)	(12,605)
PUBLIC WORKS	Allocations	COST ALLOCATED TO TECH SVCS	(78,614)	(93,236)	(90,495)	(84,181)	(100,640)	(100,820)	(100,820)
PUBLIC WORKS	Allocations	COST ALLOCATED TO GARAGE	(49,134)	(58,272)	(56,559)	(66,292)	(62,900)	(63,010)	(63,010)
PUBLIC WORKS	Miscellaneous	REVENUE-CYPRESS HALL	(39,230)	-	(8,741)	(18,676)	-	-	-
PUBLIC WORKS	Miscellaneous	REVENUE / WATERGATE	-	-	(33,767)	(24,993)	-	-	-
PUBLIC WORKS	Miscellaneous	REVENUE-LIBORIO MILFORD	(62,721)	-	(37,809)	(37,809)	-	-	-
PUBLIC WORKS	Miscellaneous	REVENUE-MILFORD PONDS	(27,205)	(25,727)	(117,934)	(117,934)	-	-	-
PUBLIC WORKS	Miscellaneous	REVENUE / WICKERSHAM	(11,117)	(59,292)	(14,162)	(14,162)	-	-	-
PUBLIC WORKS	Miscellaneous	REVENUE-MISCELLANEOUS	-	-	-	(2,055)	-	-	-
PUBLIC WORKS	Permits & Licenses	REVENUE / INSPECTION FEES	-	-	(297,478)	(297,478)	-	-	-
PUBLIC WORKS	Permits & Licenses	ENGINEERING FEES	-	-	(8,364)	(8,364)	-	-	-
PUBLIC WORKS Total			$ 69,364	$ 1,656	$ -	$ (222,701)	$ -	$ -	$ -

FY26 BUDGET - FINAL DRAFT - INTERNAL SERVICE FUNDS

Updated June 20, 2025

FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
TECH SVCS	Fleet Maintenance	O&M-VEHICLE GAS	3,416	3,289	3,800	3,487	3,500	3,500	3,500
TECH SVCS	Fleet Maintenance	O&M-VEHICLE GARAGE LABOR	2,865	3,159	3,000	6,585	5,620	5,935	5,935
TECH SVCS	Fleet Maintenance	O&M-VEHICLE MAINTENANCE	1,315	591	3,000	2,998	3,000	3,000	3,000
TECH SVCS	Fleet Maintenance	O&M-VEH & EQUIP REPLACEMENT	5,250	5,250	8,800	8,800	8,800	8,800	8,800
TECH SVCS	O&M	O&M - TRAINING	3,799	1,533	3,896	-	4,000	4,000	4,000
TECH SVCS	O&M	O&M-GENERAL EXPENSE	-	-	200	38	200	200	200
TECH SVCS	O&M	O&M-TELEPHONE	178	369	650	646	300	300	300
TECH SVCS	O&M	O&M-RADIO TECH SV	-	-	1,000	-	1,000	1,000	1,000
TECH SVCS	O&M	O&M-SUPPLIES	502	102	500	216	500	500	500
TECH SVCS	O&M	O&M-UNIFORMS	247	2,730	6,000	1,908	6,000	6,000	6,000
TECH SVCS	O&M	O&M-SMALL TOOLS	235	461	1,000	54	1,000	1,000	1,000
TECH SVCS	O&M	O&M-CELLPHONE	1,995	2,022	1,945	1,956	2,180	2,180	2,180
TECH SVCS	O&M	O&M-COMPUTERS	-	-	-	2,000	990	990	990
TECH SVCS	O&M	O&M-METERS	118,424	176,558	150,000	214,372	157,700	157,700	157,700
TECH SVCS	O&M	O&M-FIBER MAINTENANCE	-	-	10,000	366	10,000	10,000	10,000
TECH SVCS	O&M	O&M-SCADA SYSTEM	25,448	12,760	25,000	26,501	25,000	25,000	25,000
TECH SVCS	O&M	COST ALLOC-PUB WORKS	78,614	93,236	90,495	92,600	100,640	100,820	100,820
TECH SVCS	O&M	O&M-SOFTWARE MAINTENANCE	221,204	183,333	181,780	181,780	29,070	29,070	29,070
TECH SVCS	O&M	O&M-SMARTMETERING	-	-	-	-	169,100	169,100	169,100
TECH SVCS	O&M	O&M-CONTRACT SERVICES	285	-	3,104	3,465	3,000	3,000	3,000
TECH SVCS	O&M	O&M-AUDITING	201	1,872	619	691	2,080	2,080	2,080
TECH SVCS	O&M	O&M-INSURANCE	2,930	3,057	3,649	4,074	7,570	7,230	7,230
TECH SVCS	O&M	INTERFUND TRANSFER TO GEN FUND	-	1,540	2,000	2,000	-	-	-
TECH SVCS	Personnel - Salary & Wages	SALARIES & WAGES	209,759	208,158	225,710	226,344	234,230	234,230	234,230
TECH SVCS	Personnel - Salary & Wages	OVERTIME	3,524	2,835	4,866	7,593	4,500	4,500	4,500
TECH SVCS	Personnel - Salary & Wages	ON CALL PAY	9,184	9,671	9,800	11,490	10,200	10,200	10,200
TECH SVCS	Personnel - Taxes & Benefits	VACATION REDEMPTION	1,268	1,344	1,420	1,404	1,460	1,460	1,460
TECH SVCS	Personnel - Taxes & Benefits	SOCIAL SECURITY	17,588	17,496	18,790	19,240	19,790	19,790	19,790
TECH SVCS	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	810	425	497	497	510	510	510
TECH SVCS	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	730	732	970	970	970
TECH SVCS	Personnel - Taxes & Benefits	VISION CARE	185	185	190	185	-	-	-
TECH SVCS	Personnel - Taxes & Benefits	VISION CARE	-	-	-	-	190	190	190
TECH SVCS	Personnel - Taxes & Benefits	RETIREMENT	21,941	23,259	25,320	25,685	25,750	25,750	25,750
TECH SVCS	Personnel - Taxes & Benefits	MEDICAL INSURANCE	32,200	37,574	41,730	41,459	41,280	41,280	41,280
TECH SVCS	Personnel - Taxes & Benefits	LIFE INSURANCE	1,458	1,590	1,720	1,853	1,730	1,730	1,730
TECH SVCS	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	6,263	6,484	7,023	6,928	7,690	7,690	7,690
TECH SVCS	Allocations	COST ALLOCATED TO WATER	(172,020)	(192,099)	(209,559)	(224,487)	(222,385)	(222,420)	(222,420)
TECH SVCS	Allocations	COST ALLOCATED TO SEWER	(172,022)	(227,025)	(209,559)	(224,487)	(222,385)	(222,420)	(222,420)
TECH SVCS	Allocations	COST ALLOCATED TO ELECTRIC	(344,043)	(349,269)	(419,117)	(448,973)	(444,780)	(444,865)	(444,865)
ECH SVCS Total			$ 83,007	$ 32,491	$ -	$ -	$ -	$ -	$ -

FY26 BUDGET - FINAL DRAFT - INTERNAL SERVICE FUNDS

Updated June 20, 2025

FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
CUST SVC	Fleet Maintenance	O&M-VEHICLE GAS	95	98	200	101	200	200	200
CUST SVC	Fleet Maintenance	O&M-VEHICLE GARAGE LABOR	425	392	1,000	1,027	1,410	1,490	1,490
CUST SVC	Fleet Maintenance	O&M-VEHICLE MAINTENANCE	10	137	400	274	1,500	1,500	1,500
CUST SVC	Fleet Maintenance	O&M-VEH & EQUP REPLACEMENT	-	-	900	900	900	900	900
CUST SVC	O&M	O&M-CAMA-SOFTWARE MAINT.	8,800	9,240	9,700	10,828	9,500	9,500	9,500
CUST SVC	O&M	O&M-TAX EXPENSE	6,379	4,021	6,500	5,317	5,000	5,000	5,000
CUST SVC	O&M	O&M-TAX ASSESSOR SERVICES	(9,100)	15,750	32,000	8,595	30,000	30,000	30,000
CUST SVC	O&M	O&M - TRAINING	629	1,104	740	825	3,700	3,700	3,700
CUST SVC	O&M	O&M-TELEPHONE	4,813	9,029	5,500	6,074	5,600	5,600	5,600
CUST SVC	O&M	O&M-COPIER	4,693	5,336	6,570	4,948	6,500	6,500	6,500
CUST SVC	O&M	O&M-COLLECTION EXPENSE	548	-	-	-	1,000	1,000	1,000
CUST SVC	O&M	O&M-INSURANCE	6,460	8,094	10,381	11,588	11,080	11,260	11,260
CUST SVC	O&M	O&M-BANK CHARGES-CREDIT CARD	138,832	162,515	174,867	151,807	200,000	200,000	200,000
CUST SVC	O&M	O&M-SUPPLIES	5,556	5,983	5,000	5,177	6,000	6,000	6,000
CUST SVC	O&M	O&M-OFFICE FURNITURE	3,042	-	-	-	2,000	2,000	2,000
CUST SVC	O&M	O&M-PITNEY BOWES EQUIP MAINT.	2,664	2,592	3,200	2,669	3,200	3,200	3,200
CUST SVC	O&M	O&M-GENERAL EXPENSE	1,281	916	1,750	1,754	2,000	2,000	2,000
CUST SVC	O&M	O&M-COMPUTER	-	-	-	6,500	7,440	7,440	7,440
CUST SVC	O&M	O&M-POSTAGE	8,938	10,858	13,250	13,540	15,000	15,000	15,000
CUST SVC	O&M	O&M-UTILITIES-POWER	10,639	10,814	11,280	10,818	10,700	10,700	10,700
CUST SVC	O&M	O&M-UTILITIES-WATER	661	629	700	500	630	630	630
CUST SVC	O&M	O&M-BUILDING MAINTENANCE	3,546	1,461	1,872	1,531	3,000	3,000	3,000
CUST SVC	O&M	O&M-SOFTWARE MAINTENANCE	25,205	23,680	32,987	36,078	47,000	47,000	47,000
CUST SVC	O&M	O&M-CONTRACT SERVICES	7,966	4,990	6,200	6,432	10,280	10,280	10,280
CUST SVC	O&M	O&M-BILLPRINT OPS	60,575	68,051	74,183	75,851	73,200	73,200	73,200
CUST SVC	O&M	O&M-CLEANING	6,021	6,638	6,419	7,165	8,000	8,000	8,000
CUST SVC	O&M	O&M-LEGAL SERVICES	1,182	805	837	934	6,000	6,000	6,000
CUST SVC	O&M	O&M-AUDITING	604	5,617	1,852	2,068	6,230	6,230	6,230
CUST SVC	O&M	ADVERTISING & PRINTING	17,510	10,672	11,400	11,040	20,000	20,000	20,000
CUST SVC	O&M	INTERFUND TRANSFER TO GEN FUND	-	5,110	6,500	6,500	-	-	-

FY26 BUDGET - FINAL DRAFT - INTERNAL SERVICE FUNDS

Updated June 20, 2025

FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
CUST SVC	Personnel - Salary & Wages	SALARIES & WAGES	474,027	543,992	601,369	573,072	613,260	611,970	611,970
CUST SVC	Personnel - Salary & Wages	OVERTIME	4,391	4,499	7,200	7,526	5,800	5,800	5,800
CUST SVC	Personnel - Taxes & Benefits	VACATION REDEMPTION	996	-	1,120	-	-	-	-
CUST SVC	Personnel - Taxes & Benefits	SOCIAL SECURITY	35,424	40,359	45,320	41,347	46,650	46,550	46,550
CUST SVC	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	1,948	1,565	1,690	1,614	1,860	1,860	1,860
CUST SVC	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	1,730	1,722	2,420	2,410	2,410
CUST SVC	Personnel - Taxes & Benefits	VISION CARE	552	593	620	557	-	-	-
CUST SVC	Personnel - Taxes & Benefits	VISION CARE	-	-	-	-	620	620	620
CUST SVC	Personnel - Taxes & Benefits	RETIREMENT	47,715	55,067	64,180	58,595	59,490	59,440	59,440
CUST SVC	Personnel - Taxes & Benefits	MEDICAL INSURANCE	126,508	160,626	185,704	171,899	165,410	165,410	165,410
CUST SVC	Personnel - Taxes & Benefits	LIFE INSURANCE	3,709	4,174	4,900	4,593	4,940	4,940	4,940
CUST SVC	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	760	1,395	750	650	760	760	760
CUST SVC	Allocations	COST ALLOCATED TO WATER	(150,150)	(168,765)	(193,886)	(178,195)	(203,065)	(202,890)	(202,890)
CUST SVC	Allocations	COST ALLOCATED TO SEWER	(150,150)	(168,765)	(193,886)	(178,195)	(203,065)	(202,890)	(202,890)
CUST SVC	Allocations	COST ALLOCATED TO SOL WASTE	(149,820)	(168,448)	(193,884)	(178,193)	(203,065)	(202,885)	(202,885)
CUST SVC	Allocations	COST ALLOCATED TO ELECTRIC	(552,604)	(621,325)	(710,914)	(666,864)	(744,585)	(743,925)	(743,925)
CUST SVC	Allocations	COST ALLOC-GENERAL FUND	(6,079)	(46,053)	(48,200)	(49,321)	(44,500)	(44,500)	(44,500)
CUST SVC	Miscellaneous	REVENUE-MISCELLANEOUS	(3,733)	(2)	-	(1,647)	-	-	-
CUST SVC Total			$ 1,466	$ 13,443	$ -	$ -	$ -	$ -	$ -

FY26 BUDGET - FINAL DRAFT - INTERNAL SERVICE FUNDS

Updated June 20, 2025

FUND TITLE	GROUP/FUNCTION DETAIL	ACCOUNT DESCRIPTION	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY25 PROJ	FY26 BUDGET (INITIAL)	FY26 BUDGET (v1 FINAL)	FY26 BUDGET (v2 FINAL)
CITY HALL	O&M	O&M-COPIER	-	3,582	7,290	6,151	5,590	5,590	5,590
CITY HALL	O&M	O&M-TELEPHONE	-	-	-	-	850	850	850
CITY HALL	O&M	O&M-UTILITIES-WATER	1,280	1,283	1,358	1,384	1,430	1,430	1,430
CITY HALL	O&M	O&M-FUEL OIL	9,464	7,834	8,900	9,802	8,700	8,700	8,700
CITY HALL	O&M	O&M-UTILITIES-POWER	10,838	10,314	10,995	10,998	11,300	11,300	11,300
CITY HALL	O&M	O&M-CONTRACT SERVICES	9,434	3,501	5,142	5,740	12,200	12,200	12,200
CITY HALL	O&M	O&M-MATERIALS & SUPPLIES	1,178	1,803	2,235	2,279	2,500	2,500	2,500
CITY HALL	O&M	O&M-CLEANING SERVICE	12,360	12,720	15,000	15,357	17,500	17,500	17,500
CITY HALL	O&M	O&M-BUILDING MAINTENANCE	35,135	34,602	29,766	29,128	38,640	38,640	38,640
CITY HALL	O&M	O&M-SOFTWARE MAINTENANCE	-	-	834	-	-	-	-
CITY HALL	Personnel - Salary & Wages	SALARIES & WAGES	2,131	1,293	1,385	1,381	1,390	1,390	1,390
CITY HALL	Personnel - Taxes & Benefits	SOCIAL SECURITY	135	94	100	99	110	110	110
CITY HALL	Personnel - Taxes & Benefits	UNEMPLOYMENT/TRAINING TAX	2	2	3	3	10	10	10
CITY HALL	Personnel - Taxes & Benefits	DE FMLA TAX	-	-	10	5	10	10	10
CITY HALL	Personnel - Taxes & Benefits	VISION CARE	2	1	10	1	-	-	-
CITY HALL	Personnel - Taxes & Benefits	VISION CARE	-	-	-	-	10	10	10
CITY HALL	Personnel - Taxes & Benefits	RETIREMENT	103	70	80	76	80	80	80
CITY HALL	Personnel - Taxes & Benefits	MEDICAL INSURANCE	88	244	270	269	270	270	270
CITY HALL	Personnel - Taxes & Benefits	LIFE INSURANCE	16	10	13	11	20	20	20
CITY HALL	Personnel - Taxes & Benefits	WORKERS COMP. PREMIUMS	58	37	50	38	50	50	50
CITY HALL	Allocations	COST ALLOCATED TO CITY ADMIN	(35,173)	(17,858)	(17,731)	(18,143)	(21,390)	(21,390)	(21,390)
CITY HALL	Allocations	COST ALLOCATED TO CITY COUNCIL	(35,173)	(35,714)	(35,462)	(33,627)	(42,780)	(42,780)	(42,780)
CITY HALL	Allocations	COST ALLOCATED TO IT	(12,396)	(12,605)	(12,516)	(12,807)	(15,100)	(15,100)	(15,100)
CITY HALL	Allocations	LESS ISF BILLING-CLERKS	-	(17,858)	(17,731)	(18,143)	(21,390)	(21,390)	(21,390)
CITY HALL Total			$ (520)	$ (6,645)	$ -	$ -	$ -	$ -	$ -
Grand Total			$ 174,660	$ 36,352	$ -	$ (222,701)	$ -	$ -	$ -

The City of Milford, Delaware

Annual Financial Statements

As of and for the Year Ended June 30, 2023

The City of Milford, Delaware
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TRANSMITTAL LETTER

November 25, 2024

The Honorable Mayor and Members of the City Council
City of Milford, Delaware

The Finance Department and City Manager's Office are pleased to submit the Annual Financial Report for the City of Milford, Delaware, for the fiscal year ended June 30, 2023.

This report is published to provide the City Council, City staff, our citizens, bondholders and other interested parties with detailed information concerning the financial condition and activities of the City government. Responsibility for both the accuracy of the data presented and the completeness and fairness of the presentation, including all disclosures, rests with the City.

To the best of our knowledge and belief, the enclosed data is accurate in all material respects, and is organized in a manner designed to fairly present the financial position and results of operations of the City as measured by the financial activity of its various funds. We also believe that all disclosures sufficiently inform that data to enable the reader to gain a complete understanding of the City's financial condition and performance.

REPORT STRUCTURE

The accompanying financial section includes a Management's Discussion and Analysis (MD&A), basic financial statements including combining and individual fund statements, required supplementary information and schedules, and addition information and reports, as well as the independent auditor's report on the basic financial statements upon completion of the audit. We expect Zelenkofske Axelrod LLC to issue an unmodified opinion on the City's financial statements for the year ended June 30, 2023. The independent auditor's report will be located at the front of the financial section of this report upon finalization of the audit process.

The MD&A is a narrative introduction, overview, and analysis to accompany the basic financial statements. This letter of transmittal is designed to complement and should be read in conjunction with the MD&A. The City of Milford's MD&A can be found immediately following the report of the independent auditors.

The Financial Section described above is prepared in accordance with generally accepted accounting principles for governments as prescribed by the Governmental Account Standards Board (GASB) and other professional associations, as applicable.

CITY PROFILE

Location & Demographics

The City of Milford is the fifth largest city in population in the State of Delaware, serving more than 13,000 residents within a rapidly growing corridor along U.S. Route 113/DE Route 1 in Kent and Sussex Counties. Located on the Mispillion River, within both Kent and Sussex Counties, the City is approximately 95 miles from Philadelphia, Pennsylvania, 85 miles from Baltimore, Maryland, and 100 miles from Washington, D.C. Locally, the City is 19 miles south of Dover, the State Capital.

Form of Government

The City is a home rule city operating under the Council-Manager form of government. The City Council is composed of the Mayor and eight Council members, who enact local laws, determine policies and adopt the annual budget. The City Manager is appointed by the City Council and is responsible for the daily management of the City. The Basic Financial Statements of the City include all government activities, organizations and functions for which the City is financially accountable as defined by the GASB. Based on these criteria, no other governmental organizations are included in this report.

OPERATIONS AND FINANCIAL MANAGEMENT

Services Provided

The City of Milford provides critical public services and utilities in the most efficient and cost-effective manner possible for the benefit of its citizens, the business community and non-resident utility customers. Major services provided under general government and enterprise functions include police protection, water and sewer services, electric services, sanitation services, park and recreational facilities, street improvements and general administrative services.

Accounting System and Budgetary Control

The City's accounting records for general governmental operations are maintained on a modified accrual basis with revenues recognized when available and measurable, and expenditures recorded when goods or services are received and associated liabilities are incurred. Accounting records for the City's utilities and other proprietary activities are maintained on the accrual basis.

In developing and maintaining the City's accounting system, consideration is given to the adequacy of the internal control structure. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding (1) the safeguarding of assets against loss from unauthorized use or disposition; and (2) the reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived, and (2) the evaluation of costs and benefits requires estimates and judgements by management.

All internal control evaluations occur within the context of the framework. We believe that the City's formal and informal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

The City Charter provides the City Council shall adopt the annual budget prepared by City Management. This budget is reviewed by the City Council and is formally adopted by the passage of a budget ordinance. The City Manager is authorized to transfer budgeted amounts between the items and departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

Budgetary control has been established at the major fund levels. Financial reports are produced showing current cash and investment balances, restricted and committed funding detail and actual expenditures by line item versus budget. Revenue performance versus levelized budgetary expectations is incorporated into the monthly financial report. The reporting package is published for public consumption and distributed monthly to City departmental and divisional management and presented to City Council in an open meeting for review and approval.

Internally, line-item detail is reviewed and analyzed for budgetary compliance at the purchase order level before discretionary spending is authorized. Personnel expenditures are monitored and controlled at the departmental level on a position-by-position basis, and capital expenditures are monitored to ensure compliance with budgetary approvals and funding methods.

OTHER INFORMATION

Independent Audit

The City Charter requires an annual audit of the accounts, financial records and transactions of the City by independent certified public accountants selected by the City Council. This requirement has been complied with, and the independent auditor's report has been included in this report. Additionally, the City of Milford's Director of Finance hears and reviews all recommendations made by the independent auditors.

Acknowledgements

The preparation of this report could not have been accomplished without the efficient and dedicated service of the City's Finance Department staff. We sincerely appreciate the efforts made by the Finance team as well as dedicated employees throughout the City.

We sincerely thank the Mayor, Milford City Council and the Finance & Audit Committee for their responsible oversight of the City's independent audit process. We especially appreciate the active interest and open support of our continued pursuit of improvements to the transparency, relevance and timeliness of the City's financial planning and reporting processes.

Respectfully submitted,

Mark A. Whitfield
City Manager

Louis C. Vitola
Finance Director

Zelenkofske Axelrod LLC
CERTIFIED PUBLIC ACCOUNTANTS
EXPERIENCE | EXPERTISE | ACCOUNTABILITY

INDEPENDENT AUDITOR'S REPORT

City Council
City of Milford, Delaware

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Milford (the "City"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2023, and the respective changes in financial position, and, where applicable, and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards (GAS)*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate where there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatements, whether due to fraud or error, and to issue and auditor's report that includes our opinions. Reasonable assurance is a high level of assurance, but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, of the override of internal control. Misstatements are considered material if there is substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatements of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtaining an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an option on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by managements, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate to those charged with governance regarding, amount other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we have identified during the audit.

Adoption of New Governmental Accounting Standards Board Pronouncements

As described in Note 1 to the financial statements, in 2023 the City adopted the provisions of Governmental Accounting Standards Board's Statements No. 91 "*Conduit Debt Obligations"*, Statement No. 94 "*Public-Private and Public-Public Partnerships and Availability Payment Arra*ngements", Statement No. 96 "*Subscription-Based Information Technology Arrangements"*, and part of Statement No. 99 "*Omnibus 2022"*. Our opinion is not modified with respect to these matters.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedule – General Fund, schedule of the city's proportionate share of the net pension liability, and the schedule of city contributions – pension plan on pages 4 through 16 and pages 60 through 63 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR), Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The Schedule of Expenditures of Federal Awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the report. The other information comprises the transmittal letter and the additional information but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 25, 2024, on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Zelenkofske Axelrod LLC

ZELENKOFSKE AXELROD LLC

Harrisburg, Pennsylvania
November 25, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

The Administrative and Financial Management of the City of Milford, Delaware are pleased to offer readers of the City's financial statements this narrative overview and analysis of the financial activities and financial position of the City for the fiscal year ended June 30, 2023. In the broadest context, the financial well-being of a government lies in the underlying means and willingness of its citizens and property owners to fund their pro rata allocation of taxes to support the vision of the government's elected and appointed leadership to deploy tax receipts strategically to ensure the City's tax base, service levels, City assets and the City's desirability will be maintained not just for the current year but well into the future. Financial reporting is limited in its ability to provide this "big picture" but rather focuses on financial position and the net changes in financial position from year to year. In other words, are revenues and expenses higher or lower than the previous year? Has net position (containing both short- and long-term assets and liabilities) or fund balances (the current "spendable" assets less current liabilities) of the City been maintained? We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal (pages i-iii of this report) as well as information contained in the City's annual budget and other community information that can be found by visiting the City's website at www.cityofmilford.com. It should be noted that small differences across different financial statements and tables may differ due to rounding. In addition, the Independent Auditor's Report describes the auditor's association with the various sections of this report and that all additional information from the website and other City sources is unaudited and has not been updated for events that may have occurred following the issuance of the respective report.

IN BRIEF

The assets (and deferred outflows of resources) of the City on a "government-wide" or consolidated basis exceeded its liabilities (and deferred inflows of resources) at the close of the most recent fiscal year by approximately $115.0 million (net position). This amount, while representing an increase in excess of $7.4 million (6.9%), must be viewed in the context that a significant portion of the City's net position ($66.5 million, or almost 57.8%) is invested in capital assets, net of related debt, and that most capital assets procured for governmental purposes do not directly generate revenue nor can they be sold to generate liquid capital. Net position totaling $16.7 million, or 14.5% of total net position, is restricted for capital improvements. The remaining $31.6 million represents unrestricted net position that may be used to meet the government's ongoing obligations to citizens and creditors in accordance with the City's fund designation and fiscal policies. This unrestricted portion of net position decreased by $4.2 million (11.6%) during fiscal year 2023 (FY23).

As of the close of FY23, the City's governmental activities (a subset of the government-wide information reported in the preceding paragraph) reported $34.1 million in total net position. Within this total, $27.2 million (79.5%) is invested in capital assets, net of related debt, and $7.4 million is restricted by specific legal requirements. This leaves a residual deficit of $0.5 million in unrestricted net position, which should not be interpreted as budgetary or operational inflexibility in terms of the governmental funds outlook. Rather, it is a function of interfund activity supporting large capital projects under construction at the close of FY23.

The City's business-type activities include water, sewer, electric and solid waste operations and, combined with the governmental activities, constitute the balance of the activity measured on a government-wide basis. Business-type activities closed the year with a $4.0 million (5.2%) increase in net position to $81.0 million, $39.5 million (48.8%) of which is invested in capital assets, net of related debt. Another $9.3 million (11.5%) is restricted by specific legal requirements. The remaining net position of $32.1 million (39.7%) is unrestricted at fiscal year-end.

Additional details regarding the structure of the City's financial reporting segments and the performance of the City's various funds and departments can be found in the sections that follow.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is presented by City management to introduce the City's basic financial statements, which include four major components: 1) government-wide financial statements, 2) fund financial statements, 3) notes to the financial statements, and 4) required supplementary information, including this MD&A narrative. This report also contains other important information, such as the report on internal controls governing federal grant awards.

Government-Wide Financial Statements – The government-wide financial statements are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business. The Statement of Net Position presents information on all of the City's assets (and deferred outflows of resources), liabilities (and deferred inflows of resources) with the difference between them reported as net position (similar to a private sector balance sheet). Net position can be divided into restricted and unrestricted net position, with the former representing balances that are legally or contractually reserved for a particular purpose. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. The Statement of Activities presents information showing how the City's net position changed during the fiscal year. All changes in net position are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g. tax revenue that has yet to be collected, or "compensated absences" – employee time off earned but unused this fiscal year). When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the City's policy is to apply restricted net position first.

The government-wide financial statements distinguish between functions of the City that are principally supported by (1) taxes and intergovernmental revenues (governmental activities) versus (2) functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government and administration, public safety, public works, and culture and recreation. The business-type activities of the City include water, sewer, electric and solid waste operations. The government-wide financial statements can be found on pages 18 and 19 of this report.

Fund Financial Statements – A fund is a self-balancing set of accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with internal assignments, approved funding commitments, and legal requirements. All City funds can be divided into two categories – governmental funds and proprietary funds.

Governmental Funds – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on current sources and uses of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Governmental fund balance can be divided into restricted, committed, assigned, and unassigned fund balance categories. In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended by fund balance class follows: restricted, followed by committed, assigned, and lastly unassigned. Non-financial "fixed" assets such as governmental buildings, roads, drainage ways, and park land that do not generate revenue or provide liquidity in the short term are excluded from the fund financial statements. Similarly, long-term liabilities such as bonds payable in ten years or pension liabilities with a multi-decade liability table will not be paid with current assets and are therefore excluded from the fund financial statements. Such long-lead future events are not as useful in evaluating a government's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the near-term, current information presented for governmental funds with the similar, but more comprehensive, long-term information presented for the governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds (short-term "fund" statements) and governmental activities (long-term "government-wide" statements). The governmental financial statements can be found on pages 20 and 22 of this report.

Proprietary Funds – The City maintains two types of proprietary funds. Enterprise funds are presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its water, sewer, electric and solid waste operations. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses its internal service funds to account for its fleet management, billing services, shared technical services, public works, and City Hall building maintenance cost allocation programs.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water, sewer, electric, and solid waste funds because all are classified as major funds of the City. All internal service funds are combined into a single aggregated presentation in the proprietary fund financial statements. The basic proprietary fund financial statements can be found on pages 24 through 26.

Notes to the Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 27 through 58.

Other information – In addition to the basic financial statements and accompanying notes, the basic financial statements contain required supplementary information, including this MD&A.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following table ("MDA Schedule 1") summarizes the City's net position resulting from both the governmental activities and business-type activities reported in Milford's government-wide financial statements as of June 30, 2023, including comparative tools as of June 30, 2022.

MDA Schedule 1

CITY OF MILFORD NET POSITION (*Unaudited*)
(Amounts in Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2022	2023	2022	2023	2022	2023
Current and other assets	$ 18,325	$ 10,343	$ 42,923	$ 46,637	$ 61,248	$ 56,981
Capital assets, net	23,640	30,740	54,424	54,311	78,064	85,050
Total Assets	41,965	41,083	97,347	100,948	139,312	142,031
Deferred outflows of resources	1,432	2,185	266	256	1,698	2,441
Long term liabilities	1,399	3,376	14,729	13,825	16,128	17,201
Other liabilities	5,491	4,847	5,959	6,422	11,450	11,269
Total Liabilities	6,890	8,223	20,688	20,246	27,578	28,469
Deferred inflows of resources	5,726	976	-	-	5,726	976
Net Position						
Net investment in capital assets	18,283	27,178	39,369	39,533	57,652	66,711
Restricted	5,173	7,382	8,683	9,303	13,856	16,685
Unrestricted	7,325	(490)	28,873	32,121	36,198	31,631
Total Net Position	$ 30,781	$ 34,069	$ 76,925	$ 80,957	$ 107,706	$ 115,027

Over time, a government's net position (especially changes in net position by category) may serve as a useful indicator of the organization's financial condition. The City of Milford is no different; the $7.4 million (6.9%) improvement in Milford's total net position from $107.7 million as of June 30, 2022 to $115.1 million as of June 30, 2023 reflects positive financial performance (See MDA Schedule 1). The City's net position in FY23 was influenced by strong investment in ongoing capital projects, many of which were funded through the application of federal and state grants. US Treasury American Rescue Plan Act ("ARPA") funding and Delaware Community Reinvestment Fund ("CRF") grants collected before and during FY23 were consumed in the pursuit of investments in the City's parks & recreation system, utility infrastructure, and capital equipment. Net position increased in total and within the governmental and business-type activities alike. However, the consumption of current resources in favor of investment in fixed assets contributed to an overall reduction in unrestricted net position. Though the change in the composition of the City's net position infers reduced flexibility in the short term, the reality is that unrestricted net position grew across all enterprise funds and internal service funds during FY23. Further, the

decrease in unrestricted funds across governmental activities (general funds) is neither a function of eroding assets – liquid or otherwise – nor a function of expanding liabilities. Rather, it is an effort by the City's elected officials and administrative leadership to ensure that existing funding remains available into the future for critical operations, capacity-driven capital improvements, and citizen-demanded facilities. By committing funding to traffic improvements, bike and walking trails, parkland and recreation, public safety initiatives like modern facilities and assigned vehicles, and even operational funding assignments, Milford is outwardly demonstrating its ongoing commitment to the community's wants and needs as manifested through professional, periodic citizen survey updates and strategic planning. In total, governmental net position increased in FY23 – and the shift in its composition away from unrestricted net position is evidence of the City's continued support for initiatives that have come to fruition in the form of new amenities, facilities and infrastructure – not an indication of financial inflexibility.

The largest portion of the City's net position, $66.7 million (57.8%) reflects investments in capital assets (e.g., land, building, equipment, improvements and infrastructure), less any outstanding debt used to acquire those assets. The City uses its capital assets and equipment to provide services to citizens; consequently, these assets are not available for future spending, and with the exception of business type assets, do not generate direct revenue for the City. They do, however, represent an obligation on the part of the City to maintain these assets into the future.

Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources required to repay this debt must be provided from other sources, as the capital assets themselves cannot be used to liquidate these liabilities. In addition to the capital assets, another $16.7 million (14.5%) of the City's net position is subject to legal and local restrictions; the majority of the restricted funds are intended for investment in the repair, maintenance and replacement of capital assets. The remaining balance of unrestricted net position may be used to meet the City's ongoing obligations to citizens, employees and creditors.

MDA Schedule 2 on the opposite page summarizes the City's operating results for the fiscal years ended June 30, 2023 and 2022. Total net position increased by $7.4 million (6.9%) during fiscal year 2023, which compares well to the City's 10-year compound annual growth rate of 6.2% in total net position. This year's improvement ranks the second and third highest in terms of absolute and percentage growth, respectively, in the last ten years. Milford's FY23 financial performance is the latest example of the City's ability to recognize and respond to economic and operational challenges to maintain strong, consistent results year after year. The overall increase in net position consists of a $3.4 million (11%) jump in governmental net position and a $4 million (5.2%) increase in net position across business-type activities. The governmental funds benefited from a combination of operating and capital grant revenue, which is made up of a diverse grant funding mix that is neither a sustainable certainty nor a significant risk of erosion or volatility. Property tax revenue increased on a mix of AV growth and the incremental annual rate increase of $0.01 per $100 of AV. The improvement in business-type activities is attributable to utility revenue growth through a combination of organic growth in volume and rate adjustments prescribed by multi-year utility rate studies. Additional detail is provided for the governmental and business-type activities in the next two sections.

The following table ("MDA Schedule 2") provides a summary of the City's operations for the fiscal years ended June 30, 2023 and 2022.

CITY OF MILFORD CHANGES IN NET POSITION (*Unaudited*)
(Amounts in Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2022	2023	2022	2023	2022	2023
Revenues						
Program Revenues:						
Fees, fines and charges for services	$ 157	$ 103	$ 35,651	$ 38,433	$ 35,808	$ 38,536
Operating grants and contributions	4,169	3,570	-	-	4,169	3,570
Capital grant	-	1,089	53	-	53	1,089
General Revenues:						
Property taxes	4,750	5,020	-	-	4,750	5,020
Real estate transfer taxes	1,413	1,295	-	-	1,413	1,295
Franchise taxes	1,160	1,852	-	-	1,160	1,852
Impact fees	-	-	362	693	362	693
Gain on sale of property	410	135	-	-	410	135
Investment earnings	54	292	50	758	104	1,050
Miscellaneous	416	250	(341)	(49)	75	201
Total revenues	$ 12,528	$ 13,606	$ 35,775	$ 39,835	$ 48,304	$ 53,441
Expenses						
General government	1,860	3,073	-	-	1,860	3,073
Public safety	6,411	6,291	-	-	6,411	6,291
Public works	1,001	1,124	-	-	1,001	1,124
Culture and recreation	1,760	1,325	-	-	1,760	1,325
Interest on long-term debt	-	-	325	298	325	298
Electric	-	-	22,854	25,678	22,854	25,678
Water	-	-	2,525	2,305	2,525	2,305
Sewer	-	-	4,601	4,451	4,601	4,451
Trash	-	-	1,392	1,576	1,392	1,576
Total expenses	$ 11,032	$ 11,813	$ 31,697	$ 34,308	$ 42,729	$ 46,121
Increase (decrease) in net assets before transfers and special items	1,496	1,793	4,078	5,528	5,574	7,320
Transfers	1,307	1,495	(1,307)	(1,495)	-	-
Change in net position	2,803	3,288	2,771	4,032	5,574	7,321
Net position, July 1	27,978	30,781	74,154	76,925	102,132	107,706
Net position, June 30	$ 30,781	$ 34,070	$ 76,925	$ 80,957	$ 107,706	$ 115,027

Government Activities – The two leftmost columns in MDA Schedule 2 summarize the City's governmental revenues, expenses, transfers and changes in net position, which ties from MDA Schedule 2 back to MDA Schedule 1.

Revenues generated by governmental activities increased 8.6% versus the prior year, excluding transfers from business-type activities and special items. While revenue increases are nearly always positive, the governmental revenue increase in FY23 must be couched with the reality that the increases were driven in part by operating and capital grants, investment earnings, and franchise fees, neither of which are guaranteed sources of recurring revenue. While franchise fees and other lease revenues are more reliable and stable income sources, they are also subject to long- and mid-term market pressures, regulatory risk and technological obsolescence, and are

not guaranteed to recur at the level of previous years. Property tax revenue, perhaps the City's most reliable and sustainable revenue source, increased in FY23 by $0.3 million (5.7%). The increase was driven by a three-part combination of a modest rate increase, parcel growth (count) and growth in assessed value (new construction, not reassessment-driven). The City's property tax rate did not change from 2007-2021, so property tax growth through fiscal year 2021 had been driven entirely by new development in Milford. The City increased the property tax rate from $0.48275 to $0.49275 per $100 of AV effective for the FY23 property tax levy, continuing an important step in a series of strategic efforts aimed at improving structural balance and revenue diversity. Other efforts include additional increases in the property tax rate of $0.01 per $100 of AV effective in fiscal years 2024 and 2025 as approved by City Council, diversion of nonrecurring and less reliable revenue sources from the operating budget to capital reserves, investments in tax base growth, and intergovernmental coordination to reduce duplicative services. Management expects these initiatives coupled with property tax revenue growth will further stabilize revenue in the event we face volatility in other revenue sources.

Governmental expenditures increased by $0.7 million (6.1%) in FY23, representing the second consecutive year of inflationary cost pressure. The increase was mixed; recreation and public safety expenditures decreased by a combined $0.5 million but were more than offset by general governmental and public works expense increases exceeding $1.1 million to drive the net increase versus fiscal year 2022 (FY22). The general governmental cost areas most responsible for the increase over FY22 include salary and benefits lines, in part due to wage inflation and in part due to increased staff retention, the latter of which is viewed as a positive result based on Milford's strategic retention efforts in the face of the former, which was one symptom among several labor challenges experienced throughout the national economy. Further, part of the personnel cost increase was attributable to the non-cash pension expense reported in the government-wide financial statements resulting from the City's participation in the State of Delaware pension plans; last year's pension credit exacerbated this year's negative variance.

Business-Type Activities – Net position from business-type activities increased by $4.0 million, or 5.2% from $77 million to $81 million during fiscal year 2023 (See MDA Schedule 2). For the third year in a row, all four major utilities contributed to the positive change in net position across business activities, with the water fund's $2.9 million (11%) increase in net position pacing the sewer and electric funds' increases of $0.9 million (5.4%) and $0.1 million (0.4%), respectively, followed by the solid waste fund's increase of $0.04 million (3%). The positive changes started with top-line revenue as all four utilities posted revenue increases over FY22. The City's revenue growth was balanced and healthy, comprised of steady, organic growth in rate base and controlled, phased increases in usage rates determined through cost-of-service studies conducted for all business-type activities. Further, the utilities controlled operating expenses extremely well, posting a year-over-year increase of just $0.2 million, or 0.7% across all four utility funds after adjusting for the $2.4 million year-over-year increase in wholesale power costs. The proprietary funds do not report on gross margin, but the wholesale power cost represents the City's electric fund "cost of services provided" and is instead reported as contractual services within operating expenses. Wholesale power costs were driven higher in FY23 by increased demand across global markets for natural gas (and in turn, power) as well as regulatory costs arising out of regulators' conflicting goals of coal plant retirement and grid reliability. The City

overcame the spikes in power costs through automatic purchased power cost adjustments (PPCAs) designed to pass unexpected changes in the wholesale costs of power through the existing rate structure across all rate classes, thereby mitigating the potential for market fluctuations that would otherwise negatively impact electric revenue, margin and rate requirements. Aside from personnel and contractual cost increases in the solid waste fund and incremental / inflationary operating cost increases in the electric fund, operating costs in the utility funds were reduced from FY22, particularly in the water and sewer funds, which saw 9% and 3% decreases in operating expenses, respectively, versus FY22. Once again, all four utilities, including the solid waste fund, generated positive income before transfers and positive changes in net position during FY23.

Investment Policies – The City's accumulated cash surplus and reserves attributable to governmental and business-type activities are combined and invested pursuant to the City's investment policies, as amended. Last year, the City completed an initiative started in fiscal year 2021 to reallocate investment balances to more heavily weight money market funds in response to changes in the market to capture additional yield without being exposed to incremental interest rate risk. By the end of FY22, 100% of the City's investable cash was consolidated into money market funds, which were combined with bank deposits and reported as cash and cash equivalents. That interest rate environment prevailed throughout FY23, promoting the consistent reporting from FY22 into FY23. Additional information about the City's cash and investments can be found in Note 7 on page 39. In response to changing market conditions early in FY24, the City procured investment advisory services through PFM Asset Management to implement the City's investment program pursuant to its investment policy statement.

FUND FINANCIAL STATEMENT ANALYSIS

Governmental Funds – The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unreserved fund balances may serve as a useful measure of a government's net resources available for spending in the next fiscal year. At the end of the fiscal year 2023, the City's combined governmental funds reported ending balances of $4.8 million (See Governmental Funds Balance Sheet on page 20). Within this total, $7.4 million is restricted by specific legal requirements, primarily for (a) capital investments in infrastructure and other eligible expenditures pursuant to the US Treasury's Final Rule governing the use of funding advanced through the American Rescue Plan Act of 2021 ("ARPA") and (b) street improvement funding advanced through the Realty Transfer Tax (RTT) and Municipal Street Aid (MSA) funds. Another $0.1 million representing prepaid expenses is classified as "nonspendable", leaving the residual deficit of $2.6 million in unassigned fund balance in the general fund. The unassigned deficit balance is a function of the narrowed scope of the fund financial statements, which feature a critically important caveat unique to the FY23 statements. That is, interfund receivables and payables – regardless of the stated term – are reported on the fund financial statements. Therefore, the $7.5 million in long-term interfund commitments are reported in the current liabilities of the governmental fund financial statements, while the corresponding $7.5 million in assets constructed using the interfund balances are not reported in the fund financial statements, causing an artificial deficit in the general fund section of the governmental funds balance sheet. The treatment is partially mitigated by the same treatment of the special revenue fund receivable in the current asset section of the general fund balance sheet. This phenomenon is captured in the MDA Schedule 2A, which restates excerpts from the Governmental Funds Balance Sheet excluding the $7.5 million in long-term interfund activity. Figures italicized in bold exhibit the changes, for illustration and discussion purposes only, as compared to the audited Governmental Funds Balance Sheet:

MDA Schedule 2A

CITY OF MILFORD, DE - BALANCE SHEET - AS OF JUNE 30, 2023
GOVERNMENTAL FUNDS AS ADJUSTED, UNAUDITED

	General Fund	Special Revenue Fund	Non-Major Governmental Fund	Total Governmental Funds
ASSETS				
Total Assets, as stated	$ 7,159,900	$ 9,715,623	$ 899,399	$ 17,774,922
Exclude long-term interfund receivables	***-***	***(5,000,000)***	***-***	***(5,000,000)***
Total Assets, as adjusted	***$ 7,159,900***	***$ 4,715,623***	***$ 899,399***	***$ 12,774,922***
LIABILITIES AND FUND BALANCES				
Total Liabilities, as stated	10,028,497	2,464,903	6,613	12,500,013
Exclude long-term interfund payables	***(7,500,000)***	***-***	***-***	***(7,500,000)***
Total Liabilities, as adjusted	***$ 2,528,497***	***$ 2,464,903***	***$ 6,613***	***$ 5,000,013***
DEFERRED INFLOWS OF RESOURCES	449,075	-	-	449,075
Fund Balances, as adjusted:				
Nonspendable	***50,702***	***-***	***-***	***50,702***
Restricted	***436,060***	***2,250,720***	892,786	***3,579,566***
Unassigned	***3,695,566***	-	-	***3,695,566***
Total Fund Balances, as adjusted:	***4,182,328***	***2,250,720***	892,786	***7,325,834***
Total Liabilities and Fund Balances	***$ 7,159,900***	***$ 4,715,623***	$ 899,399	***$ 12,774,922***
Total Fund Balances, as stated	(3,317,672)	7,250,720	892,786	4,825,834
Difference, Total Fund Balance, adjusted	*7,500,000*	*(5,000,000)*	*-*	*2,500,000*

Proprietary Funds – The City's proprietary fund statements provide the same type of information found in the government-wide financial statements, but in more detail (See pages 24-26). Unrestricted net position in the enterprise funds totaled $32.1 million, made up of the electric fund ($20.2 million), water fund ($4.9 million), sewer fund ($6.5 million) and solid waste fund ($0.5 million). The total net position across all enterprise funds at the end of the fiscal year was $81.0 million, representing an increase of $4.0 million versus FY22. The increases in net position in the electric, water, sewer, and solid waste funds of $0.1 million, $2.9 million, $1.0 million, and $0.04 million, respectively, versus the prior period resulted primarily from stable top-line revenue growth while utility operations teams contained expense growth through budget austerity measures and cost controls.

General Fund Budgetary Highlights – The City's operational budget contemplated a deficit of $8.2 million before principal debt service, capital outlay and other financing sources on $6.5 million in revenue and $14.6 million in operating expenditures. Actual results on a budgetary basis were $7.6 million in revenue and $11.0 million in operating expenditures, which represented a positive budget variance of $1.1 million and $3.7 million, respectively. Aside from franchise and lease revenue, all revenue lines exceeded anticipated revenue, most notably the licenses and permits, taxes, investment income and miscellaneous revenue. Including principal debt service, capital outlay and other financing sources, the City's comprehensive general fund budget expected a fund balance decrease in the current year of $7.5 million prior to the use of cash and reserves. The actual decrease in fund balance was $8.8 million, driven primarily by lower-than-expected capital outlays and the Council-approved swap in external financing sources (the bond anticipation note, or "BAN") for internal funding sources (the interfund transfers, which resulted in a principal prepayment on the BAN). Actual general fund expenditures were significantly below total budgeted expenses due to cost control measures and project timing. During the FY23, City Council made revisions to the original appropriations approved by the Council prior to the start of the fiscal year. Overall, these changes resulted in an increase in budgeted operating expenditures of $1.8 million, net of offsetting increases in anticipated revenues. The changes were primarily driven by grant-funded projects and related expenditures in general administration or public safety that are included in budget controls when grant revenue is anticipated and grant-funded expenditures are incurred through the ordinary requisition, purchase order and accounts payable processes.

DEBT ADMINISTRATION

As of June 30, 2023, the City's bonded indebtedness and outstanding note obligations (See MDA Schedule 3) totaled $16.2 million, all of which is backed by the full faith and credit of the City of Milford taxing authority.

MDA Schedule 3

Outstanding Debt at Fiscal Year End
Bonds and Notes Payable

	Government Activities		Business-Type Activities		Total	
	2022	2023	2022	2023	2022	2023
General Obligation Bonds	$ 41	$ 1,669	$ 6,260	$ 5,825	$ 6,301	$ 7,494
DE Revolving Fund Loans	-	-	2,426	2,210	2,426	2,210
USDA Loans	-	-	5,543	5,410	5,543	5,410
Kent County Note	-	-	1,070	1,042	1,070	1,042
Total	$ 41	$ 1,669	$ 15,300	$ 14,487	$ 15,341	$ 16,156

During fiscal year 2023, the City's outstanding debt increased by $0.82 million as a result of scheduled payments of debt obligations totaling $0.81 million and additional bond anticipation note (BAN) $1.63 million issued during the fiscal year to finance the construction of the City's new police headquarters facility.

The City's General Obligation Bond Rating is AA- as rated by S&P Global Credit. Additional information about the City's long-term debt obligations and a detailed roll-forward of long-term liabilities can be found in Note 9 on pages 43 to 47 of this report.

CAPITAL ASSETS

The City's investment in capital assets for its governmental and business-type activities as of June 30, 2023 amounts to $85.1 million (net of accumulated depreciation). This investment in capital assets includes land, building, equipment, improvements, and infrastructure assets. The total increase in the City's investment in capital assets, net of accumulated depreciation, for the current fiscal year was $11.6 million for governmental activities, representing an increase of 16.0% versus fiscal year 2022. The business-type activities had an increase in capital assets net of accumulated depreciation of $2.9. Additional information on the City's capital assets can be found in Note 8 on pages 40 to 42 of this report.

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Major capital asset purchases and projects completed or in process during fiscal year 2023 included the following:

General Fund

- $10.1 million toward the construction of the City's new Police Headquarters Facility
- $ 1.2 million in building and street improvements, technology, vehicles and equipment
- $ 1.1 million in additions to parkland and open space improvements

Electric Fund

- $ 0.2 million for physical security and data security upgrades
- $ 0.2 million for traffic light improvements and LED streetlight upgrades
- $ 0.2 million for electric vehicle (EV) charging stations, machinery & equipment

Water Fund

- $ 0.6 million in ongoing water line upgrades and system improvement projects
- $ 0.4 million in engineering and design costs related to the Milford Corporate Center
- $ 0.1 million in other water system infrastructure
- $ 0.1 million in equipment and data security upgrades

Sewer Fund

- $ 0.2 million in improvements to sewer mains, laterals and other infrastructure
- $ 0.1 million for sewer line camera with video inspection equipment
- $ 0.1 million in equipment and data security upgrades

Internal Service Funds

- $ 0.1 million in building improvements & equipment

ECONOMIC FACTORS AND FUTURE BUDGETS

The fiscal year 2024 and 2025 O&M budgets for general fund activity are 4.8% lower and 8.0% higher, respectively, than fiscal year 2023. Excluding the impact of the first full year of debt service on the Police Headquarters Facility project, the FY25 budget is only 3.6% higher than the FY23 operating budget. The balance between cost control and the delivery of broad services demanded by Milford residents was struck well during the 2024 and 2025 budget processes. Personnel costs in support of our diverse mix of valued employees represent the largest contribution to general fund costs, particularly in 2024 as scheduled contractual rate increases, personnel additions and full staffing levels added pressure to the operating budget. Most recently, health insurance premium growth further fueled personnel cost increases in the FY25 budget. The higher general fund costs will be offset with economic development initiatives, organic growth in the City's tax base, years three and four of a five-year plan to offset $0.1 million realty transfer tax reductions from O&M support for police operations with property taxes, and enhancements to utility transfers to the general fund. In addition, a greater mix of governmental capital expenditures are expected to be funded through grants and existing reserves. Staff remain

steadfast in their dedication to service excellence, fiscal responsibility and efficiency. Moreover, City leadership and staff are aligned in efforts to uphold and improve the quality of life in Milford through citywide accessibility to high-quality services, infrastructure, public safety, parks and recreation, backed by strategic investments in property, capital projects and infrastructure to support the City's growing population and thriving business community.

TIMING OF RECENT FINANCIAL STATEMENTS AND INDEPENDENT AUDIT REPORT

Staffing shortages in the City's Finance Department, exacerbated by a 42% reduction in third-party contract support, contributed to delayed financial statement production and audit processes in FY21, which in turn protracted the FY22 and FY23 audit processes. Internal staffing rebounded during FY22, while additional staff and resources were allocated in FY23, putting the department in position to return to the City's normal reporting cycle beginning with FY24. The City's FY24 and FY25 budgets include provisions to maintain staffing and contractual services levels to augment financial reporting and audit requirements. The City's financial and operating results remained strong throughout the last several fiscal years, as increases in revenue outpaced well-managed costs in an inflationary environment to improve the City's balance sheet for at least the eleventh consecutive year. The City's financial position remained healthy throughout FY24 and into FY25. Monthly, unaudited financial reports, the City's audits, budgets, capital improvement plans and other documents are reported regularly on the City's website for the benefit of Milford citizens and City stakeholders.

REQUEST FOR INFORMATION

The financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the City's financial structure and past performance. If you have questions about this report or if you would like to request additional information, please contact the Department of Finance, Attention: Finance Director, 10 SE 2nd Street, Milford, DE 19963, call 302-424-5141 or email the finance team at finance@milford-de.gov.

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BASIC FINANCIAL STATEMENTS

CITY OF MILFORD, DE
STATEMENT OF NET POSITION
JUNE 30, 2023

	Governmental Activities	Business-type Activities	Total
ASSETS			
Current Assets			
Cash and Equivalents	$ 10,295,572	$ 28,964,735	$ 39,260,307
Restricted Cash	1,426,220	9,303,453	10,729,673
Tax & Utility Receivables, net of allowances	241,175	3,049,871	3,291,046
Leases Receivable	449,075	-	449,075
Other Receivables	576,907	125,940	702,847
Internal Balances, net	(3,054,926)	3,054,926	-
Inventories	42,525	2,138,407	2,180,932
Prepaid Expenses	50,702	-	50,702
Total Current Assets	10,027,250	46,637,333	56,664,582
Non-Current Assets			
Capital Assets			
Assets Not Depreciated or Amortized			
Land	8,577,885	8,961,039	17,538,924
Construction in Process	12,279,717	703,628	12,983,345
Right-to-Use Software in Procress	902,775	-	902,775
Utility System & Infrastructure	11,282,401	71,000,445	82,282,846
Buildings and Improvements	5,663,852	7,348,799	13,012,651
Equipment and Vehicles	7,970,399	10,369,262	18,339,661
Lease Assets	89,725	-	89,725
Right-to-Use Software	129,041	-	129,041
Less: Accumulated Depreciation & Amortization	(16,156,202)	(44,072,567)	(60,228,769)
Net Capital Assets	30,739,593	54,310,606	85,050,199
Net Pension Asset	316,194	-	316,194
Total Assets	41,083,037	100,947,939	142,030,975
DEFERRED OUTFLOWS OF RESOURCES			
Pensions	2,185,143	-	2,185,143
Deferred Loss on Refunding	-	255,667	255,667
Total Deferrred Outflows of Resources	2,185,143	255,667	2,440,810
LIABILITIES			
Current Liabilities			
Accounts Payable and Accrued Expenses	2,163,790	4,776,304	6,940,094
Customer Deposits	179,158	801,890	981,048
Unearned Revenue	2,199,781	-	2,199,781
SBITA Payable	157,830	-	157,830
Leases Payable	19,683	-	19,683
Bonds and Notes Payable	-	821,362	821,362
Compensated Absences	126,732	22,011	148,743
Total Current Liabilities	4,846,974	6,421,567	11,268,541
Noncurrent Liabilities			
SBITA Payable	465,495	-	465,495
Leases Payable	44,290	-	44,290
Bonds and Notes Payable	1,669,226	13,687,685	15,356,911
Compensated Absences	1,197,036	137,203	1,334,239
Total Noncurrent Liabilities	3,376,047	13,824,888	17,200,935
Total Liabilities	8,223,021	20,246,455	28,469,476
DEFERRED INFLOWS OF RESOURCES			
Pensions	526,623	-	526,623
Leases	449,075	-	449,075
Total Deferred Inflows of Resources	975,698	-	975,698
NET POSITION			
Net Investment in Capital Assets	27,178,152	39,532,882	66,711,034
Restricted for Capital Improvements:	7,381,572	9,303,453	16,685,025
Unrestricted:			
Assigned by City Council	-	6,366,919	6,366,919
Unassigned	(490,263)	25,753,896	25,263,633
Total Net Position	$ 34,069,461	$ 80,957,150	$ 115,026,611

The accompanying notes are an integral part of these financial statements.

CITY OF MILFORD, DE
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023

Functions/Programs	Expenses	Program Revenue: Charges for Services	Program Revenue: Operating Grants and Contributions	Program Revenue: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Assets: Primary Government: Governmental Activities	Net (Expense) Revenue and Changes in Net Assets: Primary Government: Business-Type Activities	Net (Expense) Revenue and Changes in Net Assets: Primary Government: Total
Primary Government							
Governmental Activities							
General Government	$ 3,073,111	$ 20,880	$ 82,500	$ -	$ (2,969,731)		$ (2,969,731)
Public Safety	6,290,591	-	1,071,173	199,092	(5,020,326)		(5,020,326)
Public Works	1,124,093	-	2,329,430	881,149	2,086,486		2,086,486
Culture and Recreation	1,325,282	82,139	86,543	8,400	(1,148,200)		(1,148,200)
Total Governmental Activities	11,813,077	103,019	3,569,646	1,088,641	(7,051,771)		(7,051,771)
Business-Type Activities							
Electric Fund	25,775,055	28,120,115	-	-		2,345,060	2,345,060
Water Fund	2,407,703	3,491,998	-	-		1,084,295	1,084,295
Sewer Fund	4,549,080	5,181,252	-	-		632,172	632,172
Solid Waste Fund	1,575,740	1,639,794	-	-		64,054	64,054
Total Business-Type Activities	34,307,578	38,433,159	-	-		4,125,581	4,125,581
Total Primary Government	$ 46,120,655	$ 38,536,178	$ 3,569,646	$ 1,088,641	(7,051,771)	4,125,581	(2,926,190)
General Revenues:							
Taxes:							
Property Taxes, Levied for General Purposes					5,020,216	-	5,020,216
Real Estate Transfer Taxes					1,295,111	-	1,295,111
Franchise Taxes & Fees					1,851,679	-	1,851,679
Gain on Disposal of Capital Assets					135,208	-	135,208
Impact Fees					-	693,087	693,087
Unrestricted Investment Earnings					292,116	758,183	1,050,299
Miscellaneous					250,315	(49,394)	200,921
Transfers					1,495,238	(1,495,238)	-
Total General Revenues, Special Items, and Transfers					10,339,883	(93,362)	10,246,521
Change in Net Position					3,288,112	4,032,219	7,320,331
Net Position- Beginning of Year					30,781,349	76,924,931	107,706,280
Net Position - End of Year					$ 34,069,461	$ 80,957,150	$ 115,026,611

The accompanying notes are an integral part of these financial statements.

CITY OF MILFORD, DE
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2023

	General Fund	Special Revenue Fund	Non-Major Governmental Fund	Total Governmental Funds
ASSETS				
Cash and Cash Equivalents	$ 5,661,216	$ 3,271,451	$ 899,399	$ 9,832,066
Restricted Cash	436,060	990,160	-	1,426,220
Taxes Receivable, net of allowance for doubtful accounts	88,550	152,625	-	241,175
Lease Receivable	449,075	-	-	449,075
Other Receivables	256,062	301,387	-	557,449
Due From Other Funds	218,235	5,000,000	-	5,218,235
Prepaid Expenses	50,702	-	-	50,702
Total Assets	$ 7,159,900	$ 9,715,623	$ 899,399	$ 17,774,922
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts Payable	$ 1,345,509	$ -	$ 1,429	$ 1,346,938
Salaries and Wages Payable	279,945	356	-	280,301
Unearned Revenue	13,469	2,186,312	-	2,199,781
Due to Other Funds	7,994,926	278,235	-	8,273,161
Other Payables	394,648	-	5,184	399,832
Total Liabilities	10,028,497	2,464,903	6,613	12,500,013
DEFERRED INFLOWS OF RESOURCES	449,075	-	-	449,075
Fund Balances:				
Nonspendable	50,702	-	-	50,702
Restricted	-	6,488,786	892,786	7,381,572
Unassigned	(3,368,374)	761,934	-	(2,606,440)
Total Fund Balances	(3,317,672)	7,250,720	892,786	4,825,834
Total Liabilities and Fund Balances	$ 7,159,900	$ 9,715,623	$ 899,399	$ 17,774,922

The accompanying notes are an integral part of these financial statements.

CITY OF MILFORD, DE
RECONCILIATION OF THE GOVERNMENTAL FUNDS
BALANCE SHEET TO THE STATEMENT OF NET POSITION
FOR THE YEAR ENDED JUNE 30, 2023

Total Fund Balance, Governmental Funds	$	4,825,834
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the fund financial statements, but are reported in the governmental activities of the Statement of Net Position.		30,604,619
Internal service funds are used by management to charge the costs of centrally managed services to the funds and departments that consume the services. The assets and liabilities of the internal service funds are included in governmental activities in the Statement of Net Position. The increase is equal to the Internal Service Net Position, including Capital Assets net of accumulated depreciation.		203,061
Some liabilities and other items are not due and payable in the current period and are not included in the fund financial statements, but are included in the governmental activities of the Statement of Net Position.		
Compensated absences		(1,182,243)
Deferred financing inflows - retirement		(526,623)
Deferred financing outflows - retirement		2,185,143
Net Pension Asset		316,194
Bond Payable		(1,669,226)
Lease Liability		(63,973)
SBITA liability		(623,325)
Net Position of Governmental Activities	$	34,069,461

The accompanying notes are an integral part of these financial statements.

CITY OF MILFORD, DE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

	General Fund	Special Revenue Fund	Non-Major Governmental Fund	Total Governmental Funds
REVENUES				
Property Taxes	$ 5,020,216	$ -	$ -	$ 5,020,216
Real Estate Transfer Taxes	-	1,295,111	-	1,295,111
Fees and Fines	177,804	13,450	-	191,254
Licenses and Permits	1,242,042	-	207,492	1,449,534
Franchise and Lease Revenue	418,383	-		418,383
Intergovernmental	405,002	4,045,793		4,450,795
Charges for Services	20,880	-	82,139	103,019
Investment Earnings	112,904	179,212	-	292,116
Miscellaneous	211,320	38,995	-	250,315
Total Revenues	7,608,551	5,572,561	289,631	13,470,743
EXPENDITURES				
Current:				
General Government	2,384,966	-	55,000	2,439,966
Public Safety	6,154,327	136,264	-	6,290,591
Public Works	1,122,875	1,218	-	1,124,093
Culture and Recreation	1,266,743	-	58,539	1,325,282
Debt Service:				
Principal	7,125,395	-	-	7,125,395
Interest	47,545	-	-	47,545
Capital Outlay	12,627,105	8,230	-	12,635,335
Total Expenditures	30,728,956	145,712	113,539	30,988,207
(Deficiency) Excess of Revenues Over Expenditures	(23,120,405)	5,426,849	176,092	(17,517,464)
OTHER FINANCING SOURCES (USES)				
Transfers In	5,528,655	-	-	5,528,655
Transfers Out	(339,071)	(4,045,781)	-	(4,384,852)
Bond Anticipation Note	8,627,781	-	-	8,627,781
SBITA and Lease Proceeds	202,051	-	-	202,051
Proceeds from Asset Sales	278,648	-	-	278,648
Total Other Financing Sources (Uses)	14,298,064	(4,045,781)	-	10,252,283
Net Change in Fund Balances	(8,822,341)	1,381,068	176,092	(7,265,181)
Fund Balances - Beginning	5,504,669	5,869,652	716,694	12,091,015
Fund Balances - Ending	$ (3,317,672)	$ 7,250,720	$ 892,786	$ 4,825,834

The accompanying notes are an integral part of these financial statements.

CITY OF MILFORD, DE
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023

Net change in fund balances - total governmental funds:	$	(7,265,181)
Amounts reported for Governmental Activities in the Statement of Activities are different because:		
Some items reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Compensated absences expense		(184,527)
Pension expense		405,035
Change in contingent liabilities		203,516
Internal Service funds are used by management to charge the costs of centrally managed services to using funds and departments. The increase is equal to the change in the Internal Service Net Position		50,034
Governmental funds report proceeds from bond issuance as a financing source. In contrast, the Statement of Activities treats such proceeds as an increase in long-term liabilities. Repayment consumes curent financial resources of governmental funds.		
Bond Proceeds		(8,627,781)
Bond Principal Payments		7,000,000
Lease and SBITA Proceeds		(202,051)
Lease and SBITA Principal		125,395
Governmental funds report outlays for capital assets as expenditures because such outlays use current financial resources. In contrast, the Statement of Activities reports only a portion of the outlay as expense. The outlay is allocated over the assets' estimated useful lives as depreciation expense for the period in the Statement of Activities. This is the amount by which capital outlays of $12,844,359 exceeded depreciation/amortization expense of $917,245 in the current period.		11,927,112
Government funds report the proceeds from the sale of assets as revenue. In contrast, the Statement of Activities reports the difference between the amount of the proceeds and the net book value of the related assets as a gain or loss.		(143,440)
Change in net position of governmental activities	$	3,288,112

The accompanying notes are an integral part of these financial statements.

CITY OF MILFORD, DE
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2023

	Business Type Activities - Enterprise Funds					*Governmental Activities -Internal Service Fund*
	Electric	**Water**	**Sewer**	**Solid Waste**	**Total**	
ASSETS						
Current Assets						
Cash and Cash Equivalents	$17,180,662	$ 4,777,412	$ 6,632,315	$ 374,346	$ 28,964,735	$ 463,506
Restricted Cash	1,210,498	5,156,169	2,936,759	27	9,303,453	-
Accounts Receivable, net of allowance for doubtful accounts	2,213,075	291,341	441,380	104,075	3,049,871	14,608
Due from Other Funds	3,054,926	-	-	-	3,054,926	-
Other Receivables	7,477	-	-	118,463	125,940	4,850
Inventories	2,132,119	6,288	-	-	2,138,407	42,525
Total Current Assets	25,798,757	10,231,210	10,010,454	596,911	46,637,332	525,489
Non-Current Assets						
Capital Assets						
Land and Improvements	2,460,507	6,471,894	28,638	-	8,961,039	-
Construction in Process	268,257	435,371	-	-	703,628	-
Utility System	20,559,591	26,839,447	23,601,407	-	71,000,445	-
Buildings and Improvements	7,056,015	123,078	164,056	5,650	7,348,799	58,466
Vehicles and Equipment	4,653,917	1,997,904	1,883,158	1,834,283	10,369,262	269,480
Less Accumulated Depreciation	(20,743,032)	(10,695,155)	(11,720,096)	(914,284)	(44,072,567)	(192,972)
Net Capital Assets	14,255,255	25,172,539	13,957,163	925,649	54,310,606	134,974
Total Non-Current Assets	14,255,255	25,172,539	13,957,163	925,649	54,310,606	134,974
Total Assets	40,054,012	35,403,749	23,967,617	1,522,560	100,947,938	660,463
DEFERRED OUTFLOWS OF RESOURCES						
Deferred Charges On Refundings	145,364	-	110,303	-	255,667	-
LIABILITIES						
Current Liabilities:						
Accounts Payable	1,815,776	551,053	259,930	46,646	2,673,405	66,081
Salaries and Wages Payable	42,535	13,287	13,219	11,751	80,792	70,638
Other Accrued Expenses	1,736,557	-	285,550	-	2,022,107	-
Customer and Other Deposits	741,390	-	-	60,500	801,890	179,158
Compensated Absences	11,606	3,843	3,843	2,719	22,011	22,378
Bonds and Notes Payable	240,000	265,020	316,342	-	821,362	-
Total Current Liabilities	4,587,864	833,203	878,884	121,616	6,421,567	338,255
Non-Current Liabilities:						
Compensated Absences	82,562	26,094	26,094	2,453	137,203	119,147
Bonds and Notes Payable	3,599,331	5,414,908	4,673,446	-	13,687,685	-
Total Non-Current Liabilities	3,681,893	5,441,002	4,699,540	2,453	13,824,888	119,147
Total Liabilities	8,269,757	6,274,205	5,578,424	124,069	20,246,455	457,402
NET POSITION						
Net Investment in Capital Assets	10,553,617	19,027,389	9,027,272	924,604	39,532,882	134,974
Restricted for Capital Improvements	1,210,498	5,156,169	2,936,759	27	9,303,453	-
Unrestricted:						
Assigned by City Council	5,552,857	495,140	234,084	84,838	6,366,919	-
Unassigned	14,612,647	4,450,846	6,301,381	389,022	25,753,896	68,087
Total Net Position	$ 31,929,619	$ 29,129,544	$ 18,499,496	$ 1,398,491	$ 80,957,150	$ 203,061

The accompanying notes are an integral part of these financial statements.

CITY OF MILFORD, DE
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

	Business Type Activities - Enterprise Funds					*Governmental Activities -Internal Service Fund*
	Electric	**Water**	**Sewer**	**Solid Waste**	**Total**	
REVENUES						
Charges for Services	$ 27,620,356	$ 3,426,826	$ 5,173,043	$ 1,551,828	$ 37,772,053	$ 3,141,776
Miscellaneous	499,759	65,172	8,209	87,966	661,106	-
Total Operating Revenues	28,120,115	3,491,998	5,181,252	1,639,794	38,433,159	3,141,776
OPERATING EXPENSES						
Personnel Services	2,769,054	346,481	338,327	323,082	3,776,944	1,956,382
Contractual Services	20,237,546	35,240	2,513,477	387,444	23,173,707	257,324
Utilities	7,046	229,113	986	484	237,629	42,619
Repairs and Maintenance	571,478	124,426	20,553	191,072	907,529	551,252
Other Supplies and Expenses	665,053	912,894	889,218	525,402	2,992,567	309,644
Insurance Claims and Expenses	135,420	29,408	13,865	13,552	192,245	9,741
Bad Debt Expense	36,443	1,318	156	5,770	43,687	-
Depreciation	1,255,595	625,841	674,634	128,934	2,685,004	29,448
Total Operating Expenses	25,677,635	2,304,722	4,451,216	1,575,740	34,009,313	3,156,410
Operating Income (Loss)	2,442,480	1,187,276	730,036	64,054	4,423,847	(14,634)
NON-OPERATING REVENUES (EXPENSES)						
Interest and Investment Revenue	390,508	220,577	135,958	11,140	758,183	-
Impact Fees	110,250	382,477	200,360	-	693,087	-
Capital Grant	-	-	-	-	-	-
Miscellaneous	(54,811)	4,417	-	1,000	(49,394)	3,733
Interest Expense	(97,420)	(102,981)	(97,864)	-	(298,265)	-
Total Non-Operating Revenues (Expenses)	348,527	504,490	238,454	12,140	1,103,611	3,733
Income Before Transfers	2,791,007	1,691,766	968,490	76,194	5,527,457	(10,901)
Transfers In	-	1,600,673	53,492	-	1,654,165	60,935
Transfers Out	(2,651,709)	(383,465)	(78,215)	(36,014)	(3,149,403)	-
Change in Net Position	139,298	2,908,974	943,767	40,180	4,032,219	50,034
Net Position - Beginning of Year	31,790,321	26,220,570	17,555,729	1,358,311	76,924,931	153,027
Net Position - End of Year	$ 31,929,619	$ 29,129,544	$ 18,499,496	$ 1,398,491	$ 80,957,150	$ 203,061

The accompanying notes are an integral part of these financial statements.

CITY OF MILFORD, DE
STATEMENT OF CASH FLOWS
ALL PROPRIETARY FUND TYPES
FOR THE YEAR ENDED JUNE 30, 2023

	ENTERPRISE FUNDS					*Governmental Activities - Internal Service Fund*
	Electric	**Water**	**Sewer**	**Solid Waste**	**Total**	
Cash Flows from Operations:						
Receipts from Customers	$ 27,633,375	$ 3,421,368	$ 5,185,403	$ 1,553,998	$ 37,794,144	$ 3,222,470
Other Operating Receipts	(1,943,948)	131,931	830,961	(19,503)	(1,000,559)	(4,850)
Payments to Suppliers	(20,859,303)	(2,283,783)	(3,324,294)	(1,099,652)	(27,567,032)	(1,185,449)
Payments to Employees	(2,842,942)	(364,537)	(356,273)	(315,474)	(3,879,226)	(1,955,165)
Insurance Premiums Paid	(135,420)	(29,408)	(13,865)	(13,552)	(192,245)	(9,741)
Net Cash Provided by Operating Activities	1,851,762	875,571	2,321,932	105,817	5,155,082	67,265
Cash Flows from Non-Capital Financing Activities						
Operating Transfers In (Out)	(2,651,709)	1,217,208	(24,723)	(36,014)	(1,495,238)	60,935
Net Cash Flows Provided by (Used in) Non-Capital Financing Activities	(2,651,709)	1,217,208	(24,723)	(36,014)	(1,495,238)	60,935
Cash Flows Provided by (Used in) Capital and Related Financing Activities:						
Net cash for additions to Capital Assets	(782,422)	(1,056,432)	(260,881)	(498,436)	(2,598,171)	(49,986)
Principal Paid on Debt	(236,024)	(262,293)	(314,986)	-	(813,303)	-
Interest Paid on Debt	(97,420)	(102,981)	(97,864)	-	(298,265)	-
Other Nonoperating Items	(54,811)	4,417	-	1,000	(49,394)	3,733
Impact Fees and Other Development Fees	110,250	382,477	200,360	-	693,087	-
Net Cash Flows Provided by (Used in) Capital and Related Financing Activities	(1,060,427)	(1,034,812)	(473,371)	(497,436)	(3,066,046)	(46,253)
Cash Flows from Investing Activities						
Net Proceeds/(Purchases) from Sales						
Income on Investments	390,508	220,577	135,958	11,140	758,183	-
Net Cash Flows Provided by (Used in) Investing Activities	390,508	220,577	135,958	11,140	758,183	-
Net Increase (Decrease) in Cash and Cash Equivalents	(1,469,866)	1,278,544	1,959,796	(416,493)	1,351,980	81,947
Cash and Cash Equivalents - Beginning of Year	19,861,026	8,655,037	7,609,279	790,866	36,916,208	381,559
Cash and Cash Equivalents - End of Year						
Cash and Cash Equivalents	17,180,662	4,777,412	6,632,315	374,346	28,964,735	463,506
Restricted Cash	1,210,498	5,156,169	2,936,759	27	9,303,453	-
Total Cash	$ 18,391,160	$ 9,933,581	$ 9,569,074	$ 374,373	$ 38,268,188	$ 463,506
Reconciliation of Operating Income to Net Cash Cash Flows from Operating Activities						
Operating Income (Loss)	$ 2,442,480	$ 1,187,276	$ 730,036	$ 64,054	$ 4,423,846	$ (14,634)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by Operating Activities:						
Deferred Charges On Refundings	10,758	-	-	-	10,758	-
Depreciation and Amortization	1,255,595	625,841	674,634	128,934	2,685,004	29,448
Effect of Changes in Operating Assets & Liabilities:						
Accounts Receivable, net	(2,454,808)	62,619	835,268	(102,379)	(1,659,300)	22,605
Inventory	(703,298)	(203)	-	-	(703,501)	6,129
Accounts Payable & Accrued Expenses	1,325,118	(981,906)	99,940	4,750	447,902	(30,742)
Salaries Payable	(5,343)	2,008	2,118	4,734	3,517	19,978
Customer Deposits	49,805	-	-	2,850	52,655	53,242
Liability for Compensated Absences	(68,545)	(20,064)	(20,064)	2,874	(105,799)	(18,761)
Net Cash Provided by Operating Activities	$ 1,851,762	$ 875,571	$ 2,321,932	$ 105,817	$ 5,155,082	$ 67,265

The accompanying notes are an integral part of these financial statements.

NOTES TO THE BASIC FINANCIAL STATEMENTS

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Introduction

The City of Milford, Delaware (the "City"), operates under a Council-Manager form of government and provides the following services as authorized by its charter adopted on May 24, 1977, as amended: public safety (police), highways and streets, sanitation, health and social services, electric, water, parks and recreation, public improvements, planning and zoning, and administrative services.

The accounting and reporting policies of the City relating to the funds included in the accompanying basic financial statements conform to accounting principles generally accepted in the United States of America (GAAP) applicable to state and local governments. GAAP for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB).

The accounting and reporting framework and the more significant accounting policies and practices are discussed in subsequent sections of this Note. The remainder of the notes are organized to provide explanations, including required disclosures, of the City's financial activities for the year ended June 30, 2023. Please note that slight differences may exist due to rounding.

Financial Reporting Entity

The City's basic financial statements include the accounts of all City operations. The criteria for including organizations as component units within the City's reporting entity, as set forth in Section 2100 of GASB's Codification of Governmental Accounting and Financial Reporting Standards, include whether:

- the organization is legally separate (can sue and be sued in their own name)
- the City holds the corporate powers of the organization
- the City appoints a voting majority of the organization's board
- the City is able to impose its will on the organization
- the organization has the potential to impose a financial benefit/burden on the City
- there is fiscal dependency by the organization on the City

Based on the aforementioned criteria, the City has no component units.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results may differ from those estimates.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Encumbrances

Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of funds are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary control in governmental funds. Encumbrances as of the end of the fiscal year are reported as reservations of fund balance because they do not constitute expenditures or liabilities, but rather serve as authorization for expenditures in the following year. As of June 30, 2023, the City had no such encumbrances.

Government-Wide and Fund Financial Statements

The government-wide financial statements (statement of net position and statement of activities) report information on all of the non-fiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which are normally supported by taxes and inter-governmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or activity. Program revenues include (a) charges to customers who directly benefit from goods or services provided by a given function or activity and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or activity. Taxes and other items not properly included among program revenues are reported as general revenues.

The City uses Fund Accounting to provide separate financial statements for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements, while non-major funds are consolidated and reported in a single column in the fund financial statements.

The City reports the following governmental funds:

General Fund – The general fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

Special Revenue Fund – The special revenue fund accounts for revenues derived from earmarked revenue sources. Separate self-balancing funds are established to account for each restricted special revenue source.

Non-Major Governmental Fund – This fund accounts for revenues derived from activities provided by the City's parks and recreation department, which include primarily youth and adult sports leagues, summer camps and clinics. In addition, the fund accounts for building permit revenue levied for specific recreational and public safety initiatives, the latter of which are restricted for local fire and ambulance companies.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Government-Wide and Fund Financial Statements (continued)

The City reports the following proprietary funds:

Enterprise Funds – The Enterprise Funds of the City include the electric, water, wastewater ("sewer") and sanitation ("solid waste" or "trash") funds. Enterprise funds are used to account for operations (a) which are financed and operated in a manner similar to private business enterprises; where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body had decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, or accountability.

Internal Service Fund – Consists of five internal funds which are used to account for the financing of goods and services provided by one department to other departments of the City on a cost-recovery basis.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

Measurement focus refers to what is being measured; basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Financial resources used to acquire capital assets are capitalized in the government-wide financial statements, rather than reported as expenditures. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements, rather than as a source of financing. Amounts paid to reduce long-term debt of the City are reported as a reduction of the related liability, rather than as an expenditure in the government-wide financial statements.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter (within 60 days) to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due. Similarly, accrued compensated absences are recorded as expenditures only when paid.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

General capital asset acquisitions, including entering into contracts giving the City of Milford the right to use leased assets, are reported as expenditures in governmental funds. Issuance of long-term debt and financing through leases are reported as other financing sources.

Permits and fees, recreation fees, fines and court fees, franchise fees and taxes, other miscellaneous revenues and earned but unreimbursed state and federal grants associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Property taxes are measurable as of the date levied (assessed) and are recognized as revenues when they become available, which means when due, or past due, and received within the current period or collected soon enough thereafter to be used to pay liabilities of the current period. All other revenues are considered to be measurable and therefore only available and recordable upon receipt of cash.

Budgets and Budgetary Accounting

Budgetary Process

The City Council follows these procedures in establishing the budgetary data reflected within the financial statements:

1) In accordance with the City Charter, prior to June 1 each year, the City Manager submits to City Council a proposed operating budget for the fiscal year commencing the following July 1. The operating budget includes proposed expenditures and the means of financing them for the upcoming year, along with estimates for the current year.
2) Public hearings are conducted to solicit comment from taxpayers and ratepayers.
3) Prior to June 30, the budget is legally enacted through passage of an ordinance.
4) The City Manager is required by the City Charter to present a monthly report to City Council explaining any variances from the approved budget.
5) Formal budgetary integration is employed as a management control device during the year for the general fund.
6) The budget for the general fund is adopted on a basis consistent with GAAP as applicable to governments.
7) The budgets for the special revenue fund are approved on a program-by-program basis by the funding agencies.
8) Budgetary amendments are approved by City Council as required throughout the year. If revenues in excess of those estimated in the budget become available, the Council, by ordinance, may make supplemental appropriations for the year up to the amount of such excess.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash, checking and money market accounts generally maturing within three months.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Receivables

Receivables are shown net of the allowances for estimated uncollectible accounts. The allowance for uncollectible accounts is based upon historical data established according to experience and other factors which in the judgment of City officials should be recognized in estimating possible losses. Management believes that they have adequately provided for future probable losses.

Interfund Receivables/Payables

Advances between funds are accounted within the appropriate interfund receivable and payable accounts. These advances (reported as "due from/to other funds") are considered "available spendable resources."

Inventories

Inventory in the internal service fund consists of garage supplies, meter parts and fittings, gasoline and diesel fuel held for consumption. The inventory acquisitions are recorded in the inventory accounts initially and charged to expenditures when used. The inventory is reported at cost and is presented on an average cost basis.

Inventories in the water and electric funds consist primarily of meters and other equipment and appurtenances required for service connection and revenue billing. The electric fund also carries certain system infrastructure components and replacement parts that serve the dual purpose of internal consumption for repair and maintenance as well as for sale to third party developers required to share in the cost of new connections to the electric system. Inventories in the water and electric funds are reported at cost and presented on an average cost basis.

Capital Assets

Capital assets which include land, buildings, improvements, equipment, vehicles and infrastructure assets, consisting of roads, bridges, curbs and gutters, streets and sidewalks, drainage and lighting systems, are reported on the applicable governmental or business-type activities columns in the government-wide financial statements and the proprietary fund financial statements. Capital assets are recorded at historical cost (except for intangible right-to-use lease and SBITA assets, the measurement of which is discussed below) if purchased, and at fair market value if donated. The capitalization threshold for all capital assets is $5,000. No dollar threshold is set for land. Capital asset depreciation and amortization is recognized using the straight-line method over the estimated lives of the respective assets. Estimated useful lives are as follows:

Utility System & Infrastructure	10 - 50 years
Building and Improvements	10 - 20 years
Equipment and Vehicles	3 - 20 years
Lease Assets	2 - 6 years
SBITAs	2 - 5 years

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Subscription-Based IT Arrangements

The City implemented GASB Statement No. 96, Accounting for Subscription-Based IT Arrangements, for the period ended June 30, 2023. Subscription-Based IT Arrangement (SBITA) is an arrangement in which the City of Milford contracts with a third party for the right-to-use their cloud-based solution for the City's information technology needs. The City recognizes a SBITA liability and an SBITA asset in the government-wide financial statements. The City only recognizes SBITA agreements with annual payments greater than $5,000, noncancelable by both parties, and for longer than one year are recorded.

At the commencement of a SBITA, the City of Milford initially measures the SBITA liability at the present value of payments expected to be made during the SBITA term. Subsequently, the SBITA liability is reduced by the principal portion of SBITA payments made. The SBITA asset is initially measured at the initial amount of the SBITA liability, adjusted for SBITA payments made at or before the commencement date, plus certain initial direct costs. Subsequently, the SBITA asset is amortized on a straight-line basis over its useful life.

Key estimates and judgements related to SBITA include how the City of Milford determines (1) the discount rate it uses to discount the expected SBITA payments to present value, (2) SBITA term, and (3) SBITA payments.

- The City of Milford uses the interest rate charged by the third party as the discount rate. When the interest rate charged by the third party is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The SBITA term includes the noncancellable period of the agreement. SBITA payments included in the measurement of the SBITA liability are composed of fixed payments and purchase option price that the City of Milford is reasonably certain to exercise.

The City of Milford monitors changes in circumstance that would require a remeasurement of its SBITA and will remeasure the SIBITA asset and liability if certain changes occur that are expected to significantly affect the amount of the SBITA liability.

SBITA assets are reported with other capital assets and SBITA liabilities are reported with long-term debt on the statement of net position.

Leases

The City of Milford is a lessee for noncancellable leases of equipment. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of $5,000 or more.

At the commencement of a lease, the City of Milford initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured at the initial amount of the lease liability, adjusted for lease payments made at or

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

before the commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgements related to leases include how the City of Milford determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City of Milford uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City of Milford is reasonably certain to exercise.

The City of Milford monitors changes in circumstance that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Compensated Absences

A maximum of 30 days of vacation and 130 days of sick leave may be accumulated by each employee except for those hired before 1992, for whom carry-over is unlimited. The City accrues a liability for compensated absences which meet the following criteria:

- The City's obligation relating to employees' rights to receive compensation for future absences is attributable to employees' services already rendered.
- The obligation relates to rights that vest or accumulate.
- Payment of the compensation is probable.
- The amount can be reasonably estimated.

In accordance with the above criteria, the City has accrued a liability for vacation and sick pay which has been earned but not taken by City employees. For governmental activities, the liability for compensated absences is split between current and non-current liabilities in the government-wide financial statements. Only the current portion of compensated absences is reported on the governmental funds balance sheet. The liability for compensated absences is recorded in proprietary fund types as an accrued liability in accordance with GASBS No. 16 (GASB Cod. Sec. C60), Accounting for Compensated Absences.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions and pension expense, information about the fiduciary net position of the Delaware Public Employees' Retirement System (DPERS) and additions to/deductions from DPERS fiduciary net position have been determined on the same basis as they are reported by DPERS. For this purpose, benefit payments (including refunds of employee

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Long-Term Liabilities

In the government-wide financial statements, and in the proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business type activities, or proprietary fund type statements of net position. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are recorded net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and are amortized over the life of the related debt. In the fund financial statements, governmental fund types recognize bond premium and discounts, as well as debt issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuance are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs are reported as debt service expenditures.

Subsequent Events

Subsequent events were evaluated through the opinion date, which is the date the financial statements were available to be issued. Management of the City have disclosed the formal approval and submission of application for permanent financing through the United States Department of Agriculture (USDA) Community Facilities Program for the construction of the new Police Headquarters Facility. Please see Note 18: Subsequent Events for additional detail. Management of the City have determined that no events, including the disclosed events, resulted in any adjustment to the accounts reported in these financial statements.

Deferred Outflows of Resources

Decreases in net position that relate to future periods are recorded as deferred outflows of resources in a separate section of the City's government-wide statement of net position. Deferred outflows of resources generally include pension contributions made subsequent to the measurement date but may also include differences in pension plan actuarial data between measurement dates, such as differences between expected and actual plan experience, the effect of actuarial assumption changes, actual investment earnings below expected earnings on plan assets, and changes in the City's proportion of the broader plan. Deferred outflows of resources also include the difference in the carrying value of refunded debt and its reacquisition price, which is then amortized over the shorter of the life of the refunded or refunding bond.

Deferred Inflows of Resources

Increases in net position that apply to future periods are recorded as deferred inflows of resources in a separate section of the City's government-wide statement of net position. Deferred inflows of resources may include differences in pension plan actuarial data between

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

measurement dates, such as differences between expected and actual plan experience, the effect of actuarial assumption changes, actual pension plan investment earnings in excess of projected amounts, and changes in the City's proportion of the broader plan.

Lease-related amounts are recognized at the inception of the lease. The deferred inflow of resources is recorded in amount equal to the corresponding lease receivable plus certain additional amounts received from the lessee at or before commencement of the lease term that relate to future periods, less any incentives paid to, or on behalf of the lessee at or before commencement of the lease term. The inflow of resources is recognized in a systematic and rational manner over the term of the lease.

Deferred outflows and inflows of resources related to pensions, excluding employer-specific amounts, will be recognized as pension expense over five years, including the current year.

Government-Wide and Proprietary Fund Net Positions

Net position represents the extent to which the sum of assets and deferred outflows of resources differ from the sum of liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets net of accumulated depreciation and the outstanding balances of any borrowing spent for the acquisition, construction or improvements of those assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the City's policy is to apply restricted net position first.

Governmental Fund Balances

In the governmental fund financial statements, fund balances are classified as follows:

- Non-spendable - Amounts that cannot be spent either because they are in a non-spendable form or because they are legally or contractually required to be maintained intact.
- Restricted - Amounts that can be spent only for specific purposes due to the City Charter, City code, state or federal laws, or externally imposed conditions by grantor or creditors.
- Committed - Amounts that can be used only for specific purposes determined by a formal action by City Council ordinance or resolution. This includes the Budget Reserve Account.
- Assigned - Amounts that are designated by the Mayor for a particular purpose but are not spendable until a budget ordinance is passed or there is a majority vote approval (for capital projects or debt service) by City Council.
- Unassigned - All amounts not included in other spendable classifications.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended by fund balance class follows: restricted, followed by committed, assigned and lastly unassigned.

Interfund Transactions

The City records transactions between funds to support operations in certain funds, to return a risk premium to certain funds, to allocate administrative and overhead costs among funds, to construct assets, to distribute grant proceeds and to coordinate other activities that impact more than one fund. These transactions are generally reflected as operating transfers, which are transfers from a fund authorized to receive certain revenues to the fund through which the resources are expended. Interfund loans having repayment terms beyond one year are reported separately as noncurrent assets (lending fund) and noncurrent liabilities (borrowing fund) in the statements of net position.

NOTE 2: FINANCIAL INSTRUMENTS

The City invests its eligible reserves in a variety of financial instruments pursuant to its investment policy and records investments at adjusted cost. The City estimates that the fair value of all financial instruments as of June 30, 2023 does not differ materially from the aggregate carrying values of its financial instruments as reported in the accompanying balance sheet and statement of net position.

NOTE 3: REAL ESTATE TAXES

The millage rate levied by City Council on all non-exempt real estate in the City of Milford for the fiscal year ended June 30, 2023 was 4.9275 mills ($4.9275 per $1,000 of assessed valuation, or "AV"), and is commonly expressed as $0.49275 per $100 of AV. The City executes the annual tax billing, periodic supplemental billing and all real estate tax payment collection internally, though property assessment is conducted by a professional firm through a contractual arrangement. Delinquent taxes are subject to lien by the City. The schedules of real estate taxes levied for the fiscal year 2023 follow:

July 1:	Levy Date (effective date of enforceable lien)
August 1 - September 30:	Face Payment Period
October 1:	Penalty of 1% of cumulative past due balance each month

NOTE 4: IMPACT FEES

All applications for new service connections to water, sewage, and electric systems within the City of Milford's utility service territories are required to contribute a one-time impact fee. The purpose of the fee is to compensate for the impact of new users to the existing water and sewage systems, in order to provide for future expansion. All impact fees collected are restricted for the construction, maintenance and expansion of the City's utility infrastructure systems resulting from the growth demands of new development. The commercial impact fees for the year ended June 30, 2023 were $3,323 and $1,756 per Equivalent Dwelling Unit (EDU) for water and sewage, respectively, and $600 and $1,200 for electric connections of 200 amps and 400 amps, respectively.

The City has recorded as revenue in the proprietary funds Statement of Revenues, Expenses and Changes in Net Position and in the government-wide Statement of Activities the impact fee monies, as required by GASB No. 33. Restricted net position as of June 30, 2023 attributable to cumulative impact fee collections is $9,302,199.

NOTE 5: INTERFUND TRANSACTIONS

During the course of normal operations, the City has numerous transactions between funds including expenditures and transfers of resources primarily to provide services. The financial statements of the governmental and proprietary fund types generally reflect such transactions as transfers. Transfers that are not considered operating or residual equity transfers give rise to interfund receivables and payables within individual funds.

	Due To	Due From	Transfer In	Transfer Out
General Fund	$ 7,994,926	$ 218,235	$ 5,528,655	$ 339,071
Special Revenue Fund	278,235	5,000,000	-	4,045,782
Internal Service Fund	-	-	60,936	-
Electric Fund	-	3,054,926	-	2,651,709
Water Fund	-	-	1,600,673	383,465
Sewer Fund	-	-	53,492	78,215
Solid Waste Fund	-	-	-	36,014
Total, excluding Capital Assets	$ 8,273,161	$ 8,273,161	$ 7,243,756	$ 7,534,256
Capital Asset Transfers			290,500	-
Total, including Capital Assets			$ 7,534,256	$ 7,534,256

Presentation of Net Transfers - Fund Level vs. Government-wide Statements		
Interfund Transfers, Net (Fund Financial Statements)	$ 1,204,738	$ 1,495,238
Capital Asset Transfers	290,500	-
Interfund Transfers, Net (Statement of Activities)	$ 1,495,238	$ 1,495,238

The Statement of Revenues, Expenditures, and Changes in Net Position for the proprietary funds reports net transfers out of $1,495,238, which includes $290,500 in capital asset transfers. Because the governmental fund financial statements exclude capital assets, the transfers in likewise exclude capital asset transfers, reducing net incoming transfers to $1,204,738 as reported in the fund financial statements (including internal service funds). The Government-wide Statement of Activities reports transfers out from business-type activities and transfers into governmental activities of ($1,495,238) and $1,495,238, respectively.

NOTE 6: INTERGOVERNMENTAL RECEIVABLES

Amounts due from other governmental units represent receivables for revenues earned by the City or collections made by another governmental unit on behalf of the City.

NOTE 7: CASH AND EQUIVALENTS

It is the policy of the City of Milford to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City, while confirming to all state and local statutes governing the investment of public funds, using the "prudent person" standard for managing the overall portfolio. The primary objective of the policy is safety (preservation of capital), followed by liquidity, and lastly yield.

The City of Milford utilizes a pooled cash and investment concept for all funds to maximize transactional efficiency and the effectiveness of its investment management program. Investment income from this internal pooling is allocated to the respective funds based upon the sources of funds invested. The deposits and investments associated with the City's participation in the State of Delaware Police and Firefighters' Pension Fund and the State of Delaware County and Municipal Pension Plans are held and managed separately.

Custodial Credit Risk

Custodial credit risk is the risk of loss of City deposits in the event of financial institution failure. The City maintains a formal deposit policy within its broader Investment Policy Statement to manage custodial credit risk. As of June 30, 2023, the City of Milford's bank balances, including deposits and money market funds, totaled $50,119,000. FDIC insurance applied to $501,566 of the deposits, while the remainder of $49,617,434 was hedged against custodial credit risk because it was collateralized with securities pledged by the City's financial institution and held by its custodian in the name of the City of Milford. Deposits are classified as Category 1 if fully insured, registered or held by the agent in the City's name. The carrying amount of the deposits as of June 30, 2023 was $49,987,129, the City holds petty cash in the amount of $2,851, and is reported in the financial statements as follows:

Government-wide Statement of Net Position	
Governmental Activities	$11,721,792
Business-type Activities	38,268,188
Total carrying amount of deposits	$49,989,980

Assets whose use is limited to a specific purpose have been classified as "restricted" in the balance sheet and statement of net position. Restricted cash is composed of $436,060 in the general fund for capital projects, $990,160 in the special revenue fund for grants, $9,302,199 in the business-type funds for impact fees and $1,254 in the business-type funds for street improvements.

NOTE 8: CAPITAL ASSETS

The following schedule presents the capital activity of governmental activities for the fiscal year, including Internal Service Funds:

	FOR THE YEAR ENDED JUNE 30, 2023				
Asset Categories by Function	Balances June 30, 2022	Additions	Reductions	Adjustments & Transfers	Balances June 30, 2023
Total Governmental					
Capital Assets:					
Land	$ 8,601,885	$ -	$ (24,000)	$ -	$ 8,577,885
Street Improvements	11,148,458	-	-	133,943	11,282,401
Buildings and Improvements	5,742,973	40,320	(119,441)	-	5,663,852
Vehicles and Equipment	6,845,267	1,175,251	(50,119)	-	7,970,399
Construction in Progress	1,158,685	11,195,381	-	(74,349)	12,279,717
Right-to-Use Software in Progress	681,027	-	-	221,748	902,775
Right-to-Use Software	16,715	112,326	-	-	129,041
Lease Assets	-	89,725	-	-	89,725
Total Governmental Capital Assets	33,584,368	12,613,003	(193,560)	281,342	46,895,795
Accumulated Depreciation	(15,259,627)	(946,694)	50,119	-	(16,156,202)
Total Governmental Capital Assets, Net	$ 18,324,741	$ 11,666,310	$ (143,441)	$ 281,342	$ 30,739,594

The following schedule presents the capital activity of governmental activities for the fiscal year, excluding Internal Service Funds:

	FOR THE YEAR ENDED JUNE 30, 2023				
Asset Categories by Function	Balances June 30, 2022	Additions	Reductions	Adjustments & Transfers	Balances June 30, 2023
Governmental, excluding Internal Service Funds					
Capital Assets:					
Land	$ 8,601,885	$ -	$ (24,000)	$ -	$ 8,577,885
Street Improvements	11,148,458	-	-	133,943	11,282,401
Buildings and Improvements	5,704,941	19,886	(119,441)	-	5,605,386
Vehicles and Equipment	6,605,339	1,145,699	(50,119)	-	7,700,919
Construction in Progress	1,158,685	11,195,381	-	(74,349)	12,279,717
Right-to-Use Software in Progress	681,027	-	-	221,748	902,775
Right-to-Use Software	16,715	112,326	-	-	129,041
Lease Assets	-	89,725	-	-	89,725
Total Governmental Capital Assets	33,917,050	12,563,017	(193,560)	281,342	46,567,849
Acc. Depreciation & Amortization	(15,096,105)	(917,245)	50,119	-	(15,963,231)
Total Governmental Capital Assets, Net	$ 18,820,945	$ 11,645,772	$ (143,441)	$ 281,342	$ 30,604,618

NOTE 8: CAPITAL ASSETS, CONTINUED

The following schedule presents the capital activity of business-type activities for the fiscal year:

		FOR THE YEAR ENDED JUNE 30, 2023			
Asset Categories by Function	Balances June 30, 2022	Additions	Reductions	Adjustments & Transfers	Balances June 30, 2023
Electric Fund:					
Land	$ 2,460,507	$ -	$ -	$ -	2,460,507
Construction in Progress	-	411,953	(17,588)	(126,108)	268,257
Buildings and Improvements	7,056,015	-	-	-	7,056,015
Electric System	20,262,504	297,087	-	-	20,559,591
Vehicles and Equipment	4,463,840	190,077	-	-	4,653,917
Total Capital Assets	34,242,866	899,117	(17,588)	(126,108)	34,998,287
Accumulated Depreciation	(19,487,437)	(1,255,595)	-	-	(20,743,032)
Net Book Value	14,755,430	(356,478)	(17,588)	(126,108)	14,255,255
Water Fund:					
Land	6,471,894	-	-	-	6,471,894
Construction in Progress	2,559,631	-	(9,505)	(2,114,755)	435,371
Buildings and Improvements	123,078	-	-	-	123,078
Water System	23,640,867	1,130,862	-	2,067,718	26,839,447
Vehicles and Equipment	2,015,792	243	-	(18,131)	1,997,904
Total Capital Assets	34,811,262	1,131,106	(9,505)	(65,168)	35,867,695
Accumulated Depreciation	(10,069,314)	(625,841)			(10,695,155)
Net Book Value	24,741,948	505,265	(9,505)	(65,168)	25,172,540
Sewer Fund:					
Land	28,638	-	-	-	28,638
Construction in Progress	-	64,415	-	(64,415)	-
Buildings and Improvements	164,056	-	-		164,056
Waste Water System	23,601,407	-	-		23,601,407
Vehicles and Equipment	1,650,926	261,129	(28,651)	(247)	1,883,158
Total Capital Assets	25,445,027	325,544	(28,651)	(64,662)	25,677,259
Accumulated Depreciation	(11,074,114)	(674,633)	28,651		(11,720,096)
Net Book Value	14,370,913	(349,089)	-	(64,662)	13,957,162
Solid Waste Fund:					
Construction in Progress	9,176	19,746	(3,790)	(25,132)	-
Buildings and Improvements	5,650	-	-	-	5,650
Vehicles and Equipment	1,448,503	552,413	(157,203)	(9,430)	1,834,283
Total Capital Assets	1,463,329	572,159	(160,993)	(34,562)	1,839,933
Accumulated Depreciation	(907,182)	(128,934)	121,833		(914,284)
Net Book Value	$ 556,147	$ 443,225	(39,160)	$ (34,562)	$ 925,649

NOTE 8: CAPITAL ASSETS, CONTINUED

The following schedule summarizes the capital activity of business-type activities for the fiscal year:

		FOR THE YEAR ENDED JUNE 30, 2023			
Asset Categories by Function	Balances June 30, 2022	Additions	Reductions	Adjustments & Transfers	Balances June 30, 2023
Total Enterprise Funds					
Land	$ 8,961,039	$ -	$ -	$ -	$ 8,961,039
Construction in Progress	2,568,807	496,114	(30,883)	(2,330,410)	703,628
Buildings and Improvements	7,348,799	-	-	-	7,348,799
Electric System	20,262,504	297,087	-	-	20,559,591
Water System	23,640,867	1,130,862	-	2,067,718	26,839,447
Waste Water System	23,601,407	-	-	-	23,601,407
Vehicles and Equipment	9,579,061	1,003,862	(185,854)	(27,808)	10,369,262
Total Fixed Assets	95,962,484	2,927,925	(216,737)	(290,500)	98,383,173
Accumulated Depreciation	(41,538,047)	(2,685,003)	150,484	-	(44,072,566)
Net Book Value	$ 54,424,437	$ 242,922	$ (66,253)	$ (290,500)	$ 54,310,606

The following schedule summarizes the activity of internal service fund activities for the fiscal year:

		FOR THE YEAR ENDED JUNE 30, 2023			
Asset Categories by Function	Balances June 30, 2022	Additions	Reductions	Adjustments & Transfers	Balances June 30, 2023
Internal Service Funds:					
Land	$ -		$ -	$ -	$ -
Buildings and Improvements	38,032	20,434	-	-	58,466
Vehicles and Equipment	239,928	29,552	-	-	269,480
Total Internal Service Funds	277,960	49,986	-	-	327,946
Accumulated Depreciation	(163,523)	(29,449)	-	-	(192,972)
Total Internal Service Funds, Net	$ 114,437	$ 20,538	$ -	$ -	$ 134,975

Depreciation and amortization expense for governmental activities, which amounted to $917,245 for the year ended June 30, 2023, was charged to the general government function of the primary government. Depreciation expense of $2,685,003 for the business-type activities was charged to the funds as noted above.

NOTE 9: LONG-TERM DEBT OBLIGATIONS

Long-Term liability activity for the year ended June 30, 2023 is summarized as follows:

	FOR THE YEAR ENDED JUNE 30, 2023				
	Balances 06/30/22	Additions	Reductions	Balances 06/30/23	Current Portion
Governmental Activities:					
General Obligation Bonds	$ 41,445	$ 8,627,781	$ (7,000,000)	$ 1,669,226	$ -
Net Pension Liability (Asset)	(5,223,050)	-	4,906,853	(316,197)	-
Compensated Absences	1,315,693	8,075	-	1,323,768	126,732
Leases	-	89,725	(25,752)	63,973	19,683
SBITA[1]	610,642	112,326	(99,643)	623,325	157,830
Governmental Activities Total Debt Obligations:	$ (3,255,270)	$ 8,837,907	$ (2,218,542)	$ 3,364,095	$ 304,245
Business-Type Activities:					
General Obligation Bonds					
Series 2016	$ 6,260,000	$ -	$ (435,000)	$ 5,825,000	$ 440,000
Bond Premium	22,850	-	(1,856)	20,994	-
Total General Obligation Bonds	6,282,850	-	(436,856)	5,845,994	440,000
State of Delaware					
DNREC WPC RF, 2010	483,502	-	(56,313)	427,189	56,876
Water SRF, 2012A	1,942,939	-	(160,244)	1,782,695	161,850
Note Payable, Kent County	1,069,575	-	(27,103)	1,042,472	27,718
USDA Notes Payable					
Water Facilities, 2013	3,999,282	-	(102,049)	3,897,233	103,772
Sewer Facilities, 2019	574,319	-	(10,940)	563,379	11,132
Sewer Facilities, 2020	969,883	-	(19,798)	950,085	20,014
Total Bonds and Notes Payable	15,322,350	-	(813,303)	14,509,047	821,363
Other Liabilities					
Compensated Absences	265,013	-	(105,798)	159,215	22,011
Business-Type Activities Total Debt Obligations:	$ 15,587,363	$ -	$ (919,101)	$ 14,668,262	$ 843,374

[1]Beginning balances were adjusted to reflect the adoption of GASB 96

General Obligation Bonds

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds are direct obligations and pledge the full faith and credit of the City. Annually, the City is required to compute the rate of property tax required to provide a fund to pay interest and principal at maturity. The City is in compliance with this requirement.

NOTE 9: LONG-TERM DEBT OBLIGATIONS, CONTINUED

General Obligation Bonds, Series 2016

On December 6, 2016, the City issued General Obligation Bonds, Series 2016 in the aggregate principal amount of $8,065,000, with interest rates ranging from 2.0% to 2.55%. The proceeds of the 2016 bond issuance were utilized to currently refund the outstanding principal balance of $7,850,000 related to the General Obligation Bonds, Series 2011 A. The 2016 bonds are scheduled to mature January 1, 2037. Semi-annual interest payments commenced July 1, 2017, while annual principal payments commenced January 1, 2018. The bonds had an original issue premium of $37,171, the unamortized portion of which is included in the balance reflected in the financial statements as of June 30, 2023. The current refunding resulted in an economic gain (difference between the present values of the debt service payments on the old and new debt) of approximately $1.3 million.

General Obligation Bond Anticipation Notes, Series 2021

The City closed on a general obligation bond anticipation note (BAN), series 2021 with PNC Bank, N.A. in an amount not to exceed $20 million on November 30, 2021 as authorized by Council on December 14, 2020 and approved by referendum on January 26, 2021. The temporary, construction-period loan bears a variable rate of interest calculated daily based on the tax-exempt equivalent of the Bloomberg Short Term Bank Yield Index or "BSBY" plus a fixed margin, subject to a floor of 1.08%, billed monthly as applied only to outstanding principal balances drawn. The loan matures on November 30, 2024, at which point the entire principal balance is due and payable in full. The City anticipates satisfying the BAN in full on or before the maturity date with a permanent issuance of long-term, tax-exempt general obligation bonds at a fixed rate of interest. Through June 30, 2023, $8,669,226 was drawn against the BAN, and the City exercised its option to make principal prepayments, which totaled $7,000,000. As of June 30, 2023, $1,669,226 remained outstanding, all of which is reported in noncurrent liabilities in the government-wide statement of net position.

United States Department of Agriculture (USDA)

Water Facility Loan

In June 2013, the City issued bonds in an amount not to exceed $5 million in connection with its Southeast Water Expansion project. The funding for the project was provided by the USDA under the federal direct loan for rural water and waste disposal systems program. Pursuant to program terms, the City was eligible for distributions of loan proceeds only after incurring project expenditures. The project was completed and the City expended a cumulative total of $5 million through fiscal year 2017. The balance of the loan as of June 30, 2023 is $3,897,233, which represents total project expenditures under the program less principal payments made. Under the terms of the note, the City is required to make quarterly payments in the amount of $46,500, which include interest calculated at the fixed annual rate of 2.125% on the outstanding balance, with the remainder of each payment applied to the principal balance. The note is scheduled to mature June 28, 2053.

NOTE 9: LONG-TERM DEBT OBLIGATIONS, CONTINUED

Sewer Facility Loans

In September 2015, Milford City Council approved a resolution to borrow an amount not to exceed $1.6 million to finance various sewer infrastructure projects, including a supervisory control and data acquisition (SCADA) system, pump station upgrades, inflow and infiltration remediation, and related projects; collectively the "sewer project." A financing agreement was reached with the USDA under the federal direct loan for rural water and waste disposal systems program in two phases. The borrowing limit in phase one is $0.6 million subject to an annual rate of interest not to exceed 2.375%; the actual rate as determined at final loan closing in December 2019 was 1.75%. The borrowing limit in phase two is $1 million subject to an annual rate of interest not to exceed 2.125%; the actual rate as determined at final loan closing in December 2020 was 1.25%. Pursuant to program terms, the City was eligible for distributions of loan proceeds only after incurring project expenditures, which occurred during fiscal years 2020 and 2021 for phases one and two, respectively.

The balance of the 2019 facilities loan as of June 30, 2023 is $563,379, representing the balance attributable to phase one project financing. The balance of the 2020 facilities loan as of June 30, 2023 is $950,085, representing the balance attributable to phase two project financing. Under terms of the notes, the City is required to make quarterly payments in the amount of $5,226 and $7,960, which include interest calculated at the fixed annual rate of 1.75% and 1.25% on the outstanding balance of the phase one and two loans, respectively, with the remainder of each payment applied to the corresponding principal balance. The notes underlying loans phase one and two are scheduled to mature on December 31, 2059 and 2060, respectively.

State of Delaware Revolving Funds

Water Pollution Control Revolving Fund (WPC RF)

The City received funds in connection with its Wastewater Collection System Expansion project through financing agreements with the Delaware Water Pollution Control Revolving Fund. Funds received for the first part of the project were repaid in full during the fiscal year ended June 30, 2017. Additional funds were received for the second part of the project under a separate financing agreement. The balance of this obligation as of June 30, 2023 is $427,189. Semi-annual payments of $32,852 include interest calculated at an annual rate of 2.0%. The note is scheduled to mature of July 1, 2030.

Drinking Water State Revolving Fund (SRF)

The City has also received funds from the State of Delaware in connection with its Washington Street Water Treatment Facility Replacement Project. The funds were provided by the Delaware Drinking Water State Revolving Funding only as expenditures were incurred by the City and approved by the State, subject to a maximum funding commitment of $4 million. Interest only payments commenced September 1, 2012 and were due semi-annually at 1% per annum on the balancing outstanding as the project progressed. The project was completed during the fiscal year ended June 30, 2018 at a total cost of $3,832,876. In accordance with the agreement, upon

NOTE 9: LONG-TERM DEBT OBLIGATIONS, CONTINUED

completion of the project, thirty-five percent of the amounts advanced were forgiven, resulting in forgiveness of debt in the amount of $1,341,507 in fiscal year 2018. The remaining balance of $2,491,369 is being amortized over a twenty-year period from the original advance date with interest at 1% per annum. The balance of this obligation as of June 30, 2023 is $1,782,695. The note is scheduled to mature September 1, 2033.

Kent County Levy Court

Sewer Infrastructure Improvement Loan

Kent County constructed a new southern transmission bypass sewer line and related facilities (the "bypass") to remediate failing components of its sewer infrastructure. The County issued bonds to finance the cost of the improvements, a significant portion of which run through the City of Milford and benefit the users of Milford's sewer system. Pursuant to the Agreement for Services, as amended, between the City and Kent County, the City is responsible for the pro rata portion of the debt service attributable to the costs of the bypass installed in the City's sewer service territory. The City is required to remit payments in quarterly installments of $12,735, which include interest at the fixed rate of 2.25% per annum. The balance of the obligation as of June 30, 2023 is $1,042,472 and is scheduled to mature November 10, 2050.

The annual requirements to amortize all debt outstanding as of June 30, 2023 follow:

	Governmental Activities			Business-Type Activities		
Year(s) Ending June 30	Principal	Interest	Total	Principal	Interest	Total
2024	$ -	$ 35,950	$ 35,950	$821,363	$273,801	$1,095,163
2025	1,669,226	-	1,669,226	837,686	258,787	1,096,472
2026	-	-	-	853,864	243,497	1,097,360
2027	-	-	-	870,150	227,896	1,098,046
2028	-	-	-	881,321	212,064	1,093,385
2029-2033	-	-	-	4,226,726	813,795	5,040,522
2034-2038	-	-	-	2,366,415	474,434	2,840,849
2039-2043	-	-	-	1,147,536	300,619	1,448,155
2044-2047	-	-	-	1,269,803	178,026	1,447,829
2048-2052	-	-	-	859,558	54,517	914,075
2053-2057	-	-	-	246,799	16,921	263,720
2058-2062	-	-	-	106,832	2,623	109,455
Total	$1,669,226	$ 35,950	$1,705,176	$14,488,053	$3,056,979	$17,545,033

NOTE 9: LONG-TERM DEBT OBLIGATIONS, CONTINUED

Long-Term Debt outstanding as of June 30, 2023 is summarized as follows:

				Amounts Outstanding as of June 30, 2023 (in thousands)				
Obligation	Interest Rate (%)	Issue Date	Maturity Date	General Fund	Electric Fund	Water Fund	Sewer Fund	Total
General Obligation Bonds								
Series of 2016	2.00-2.55	12/6/16	1/1/37	$ -	$ 3,825	$ -	$ 2,000	$ 5,825
Series of 2021	1.80-5.00	11/30/21	11/30/24	1,669	-	-	-	1,669
USDA								
Note Payable, 2013	2.125	6/28/13	6/28/53	-	-	3,897	-	3,897
Note Payable, 2019	1.750	12/31/19	12/31/59	-	-	-	563	563
Note Payable, 2020	1.250	12/31/20	12/31/60	-	-	-	950	950
State of Delaware								
DNREC WPC RF, 2010	2.00	12/22/09	7/1/30	-	-	-	427	427
Drinking Water SRF, 2012A	1.00	3/15/12	9/1/33	-	-	1,783	-	1,783
Kent County, 2012	2.25	11/12/12	11/10/50	-	-	-	1,042	1,042
Total Long-Term Debt Obligations				$ 1,669	$ 3,825	$ 5,680	$ 4,983	$ 16,157

NOTE 10: COMMITMENTS AND CONTINGENCIES

In the ordinary course of the City's municipal and public utility operations, various commitments and contingent liabilities arise in addition to routine purchases of goods and services.

Commitments

City Council awarded a contract to Richard Y. Johnson & Son, Inc. ("RYJ") for the project management, construction and inspection activities for the City of Milford's new Police Headquarters Facility totaling $0.6 million, $0.2 million of which remained outstanding as of June 30, 2023. The firm executed a construction bid process on behalf of the City pursuant to USDA and City of Milford procurement requirements, resulting in City Council approval of contracts with 16 additional firms totaling $13.7 million for the construction of the Facility. As of June 30, 2023, $9.5 million was incurred pursuant to the contracts, which is reported as construction in process in Governmental Activities on the Government-wide Statement of Net Position. Of the improvements reported as construction in process, amounts incurred and paid with interim financing are reported in notes payable, while amounts incurred but unpaid are recognized in current liabilities, each in Governmental Activities on the Government-wide Statement of Net Position. $4.8 million of the contract commitment remained outstanding as of June 30, 2023.

Contingencies

The City does not anticipate material losses as a result of any claims arising in the ordinary course of municipal operations over and above the amounts reported in the statement of activities, which includes a provision for claims incurred.

NOTE 10: COMMITMENTS AND CONTINGENCIES, CONTINUED

Government Grant/Award Programs

The City participates in a number of federal and state-assisted programs. These programs are subject to program compliance audits by the grantors or their representatives. Accordingly, the City's compliance with applicable program requirements will be established at some future date. The amount of expenditures not already disclosed, if any, which may be disallowed by the granting agencies, cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

NOTE 11: DEFERRED COMPENSATION PLAN

The City's employee benefits program includes a deferred compensation plan under Internal Revenue Code (IRC) 457(b) which is available to substantially all full-time City employees. Participants may elect contributions through base salary deferral to the Plan not to exceed the lesser of the allowable calendar year maximum under IRC 457(b)(2) and 100% of net compensation. The City matches 100% of employee contributions up to a maximum of 6.0% of the base salary. The City made contributions into the Plan totaling $314,309 for the year ended June 30, 2023.

NOTE 12: ADOPTION OF GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

The City adopted the provisions of GASB Statement No. 96 Subscription-Based Information Technology Arrangements, which resulted in the recognition of right-to-use assets and subscription liabilities as well as additional disclosures (see Note 16). The City also adopted GASB Statement No. 91 Conduit Debt Obligations, GASB Statement No. 94 Public-Private and Public-Public Partnerships and Availability Payment Arrangements, and the required provisions of GASB Statement No. 99 Omnibus 2022. The adoption of these Statements had no effect on previously reported amounts.

NOTE 13: PENDING CHANGES IN ACCOUNTING PRINCIPLES

The GASB has approved the following:

- Statement No. 100, Accounting Changes and Error Corrections – an amendment of GASB Statement No. 62 (effective for 2024)
- Statement No. 101, Compensated Absences (effective for 2025)
- Statement No. 102, Certain Risk Disclosures (effective for 2025)
- Statement No. 103, Financial Reporting Model Improvements (effective for 2026)
- Statement No. 104, Disclosure of Certain Capital Assets (effective for 2026)

The City has not yet completed the various analysis required to estimate the financial impact, if any, of these new pronouncements.

NOTE 14: POST-RETIREMENT BENEFITS

Defined Contribution Plan

The City has a defined contribution plan under IRC 401(a) which was available to substantially all full-time City employees through December 31, 2004 (the "legacy plan"). For plan years beginning January 1, 2005, the City no longer makes contributions to the legacy plan, coinciding with the effective date of the City's election to participate in the State of Delaware's County and Municipal Pension Plans. All participants in the legacy plan will remain in the legacy plan until separation of employment from the City and may continue to invest funds in their respective accounts. The legacy plan is administered by VOYA Financial and was last amended and restated January 25, 2016 in order to comply with applicable IRS rules and regulations.

State of Delaware County and Municipal Pension Plans

Effective January 1, 2005, City Council elected, under provisions of the Delaware Code, to participate in the County and Municipal Police and Firefighter and the General Employees Retirement Funds. In connection with this election, the City agreed to fund prior service costs up to the maximum of 15 years of service for all eligible employees. Funding was provided from the City's Water and Sewer reserves and from assets of its existing retirement funds. Descriptions of the State of Delaware Plans, important disclosures and information follow.

Police and Firefighters' Pension Plan

The City contributes to a governmental cost-sharing multiple-employer defined benefit pension plan administered by the Delaware Public Employees' Retirement System (DPERS) and managed by the State Board of Pension Trustees. The plan, which is the State of Delaware County and Municipal Police and Firefighter Pension Plan, covers the City of Milford's sworn police officers.

The State of Delaware General Assembly is responsible for setting benefits and amending plan provisions. The State Board of Pension Trustees determines the contributions required. The board is composed of five members appointed by the Governor and confirmed by the State Senate, plus two ex-officio members. Service benefits under the plan include 2.5% of final average monthly compensation multiplied by years of credited service up to 20 years, plus 3.5% of final average monthly compensation multiplied by years of service in excess of 20 years. The final monthly compensation is the monthly average of the highest three consecutive years of compensation. There are also disability benefits as well as survivor benefits provided by the plan. An employee is vested upon five years of credited service.

Employer contributions to the plan are determined annually by the State Board of Pension Trustees. The employer contribution policy is set by State law and required contributions by active members and by participating employers. The contributions required by participating employers are based on an actuarial valuation and are expressed as a percentage of annual covered payrolls during the period for which the amount is determined. The employer contribution rate in fiscal year 2023 was 11.34% of payroll. In addition, employees are required to contribute 7.00% of compensation.

NOTE 14: POST-RETIREMENT BENEFITS, CONTINUED

Other Employees' Pension Plan

The City contributes to a governmental cost-sharing multiple-employer defined benefit pension plan administered by the Delaware Public Employees Retirement System and managed by the State Board of Pension Trustees. The plan, which is the State of Delaware County and Municipal Other Employees Pension Plan, covers all full-time non-uniformed City employees as well as elected officials. The State of Delaware General Assembly is responsible for setting benefits and amending plan provisions. The State Board of Pension Trustees determines the contributions required. The board is composed of five members appointed by the Governor and confirmed by the State Senate, plus two ex-officio members.

Service benefits include 1/60th of final average monthly compensation multiplied by years of credited service, subject to maximum limitations. For this plan, the final average monthly compensation is the monthly average of the highest five years of compensation. There are also disability benefits as well as survivor benefits provided by the plan. An employee is vested upon five years of credited service.

Employer contributions to the plan are determined annually by the State Board of Pension Trustees. The employer contribution policy is set by State law and required contribution by active members and by participating employers. The contributions required by participating employers are based on actuarial valuation and are expressed as a percentage of annual covered payrolls during the period for which the amount is determined. The employer contribution rate in fiscal year 2023 was 5.55% of pension-creditable payroll. In addition, employees are required to contribute 3.0% of compensation in excess of $6,000.

Pension Liabilities, Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The components of the total net pension liability (asset) of each plan as of the June 30, 2023 measurement date were as follows:

	Police & Firefighters	Other Employees
Total pension liability	$ 538,482,000	$ 86,080,000
Plan fiduciary net position	548,996,000	86,758,000
Employer net pension liability (asset)	(10,514,000)	(678,000)
Plan fiduciary net position as percentage of total pension liability	101.95%	100.79%
Proportionate share of net pension liability (asset)	$ (254,855)	$ (61,339)

NOTE 14: POST-RETIREMENT BENEFITS, CONTINUED

The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate net pension liability was determined by rolling forward the DPERs total pension liability as of June 30, 2021 to June 30, 2022. The City's proportionate share of the net pension liability was calculated utilizing the employer's one-year reported covered payroll as it related to the total one-year reported covered payroll. As of June 30, 2023 and 2022, the City's proportion for each plan is as follows:

	June 30, 2022	June 30, 2021	Increase (Decrease)
Police & Firefighters	2.4240%	2.4627%	-0.0387%
Other Employees	9.0386%	8.7574%	0.2812%

For the year ended June 30, 2023, the City recognized pension expenses for the plans as follows:

Police & Firefighters	$ 72,443
Other Employees	150,204
Total	$ 222,647

As of June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Police & Fire		Other Employees	
	Deferred Outflows	Deferred Inflows	Deferred Outflows	Deferred Inflows
Difference between expected and actual experience	$ 433,470	$ 105,962	$ 236,152	$ 98,983
Change of assumptions	91,694	206,920	63,751	48,903
Net difference between projected and actual investment earnings	422,262	-	276,020	-
Change in proportion	32,939	27,129	914	38,726
Contributions subsequent to the measurement date	280,739	-	347,202	
Total	$ 1,261,104	$ 340,011	$ 924,039	$ 186,612

NOTE 14: POST-RETIREMENT BENEFITS, CONTINUED

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year	Police & Fire	Other Employees	Total
2023	$ (20,509)	$ 9,551	$ (10,959)
2024	(60,021)	(11,961)	(71,982)
2025	(4,608)	(10,244)	(14,852)
2026	679,930	375,975	1,055,905
2027	38,709	8,014	46,723
Thereafter	6,853	18,890	25,743
Total	$ 640,354	$ 390,225	$ 1,030,579

Actuarial Assumptions

The total pension liability (asset) was determined by an actuarial valuation as of June 30, 2021, and update procedures were used to roll forward the total pension liability to June 30, 2022. The following actuarial assumptions were used and applied to all periods included in the measurement:

- Investment return – 7.0%, includes inflation at 2.50%
- Salary increases – Effective average of 2.50%, which reflects an allowance for inflation of 2.50%, plus merit.

The discount rate assumption of 7.0% is unchanged from the prior year. Mortality rates were based on the Pub-2010 tables with gender adjustments for healthy annuitants and disabled retirees and an adjusted version on MP-2020 mortality improvement scale on a fully generational basis.

The total pension liabilities are measured based on assumptions pertaining to interest rates, inflation rates and employee demographics in future years. It is likely that future experience will not exactly conform to these assumptions. To the extent that actual experience deviates from these assumptions, the emerging liabilities may be higher or lower than anticipated. The more the experience deviates the larger the impact on the future financial statements.

Investments

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by an asset allocation percentage which is based on the nature and mix of current and expected plan investments, and by adding expected inflation.

NOTE 14: POST-RETIREMENT BENEFITS, CONTINUED

Best estimates of geometric real rates of return for each major asset class as of June 30, 2023 are summarized in the following table:

Asset Class	Asset Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	31.8%	5.7%
International Equity	15.0%	5.7%
Fixed Income	23.6%	2.0%
Alternative Investments	21.5%	7.8%
Cash & Equivalents	8.1%	0.0%

Discount Rate

The discount rate used to measure the total pension liability (asset) was 7.0%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at rates determined by the Board of Pension Trustees, actuarially determined. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long- term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability (Asset)

The following presents the City's net pension liability, calculated using the discount rate of 7.0% as well as what the resulting net pension liability if calculated using a discount rate one percentage point lower (6.0%) or higher (8.0%) than the current rate:

	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
Police and Firefighters	$ 1,695,709	$ (254,855)	$ (1,844,179)
Other Employees	$ 1,158,929	$ (61,339)	$ (1,058,510)

Pension Plan Fiduciary Net Position

Detailed information about DPERS' fiduciary net position is available in DPERS Comprehensive Annual Financial Report which can be found on the System's website at https://open.omb.delaware.gov.

NOTE 15: LEASES

Pertinent information regarding leases is presented below.

Leases Payable

Date of Issue	Initial Liability	Purpose	Outstanding Liability Balance 6/30/2023	Asset Value 6/30/2023	Accumulated Amortization 6/30/2023
Various	$ 63,099	During 2023, the City of Milford had 2 active lease agreements for acquisition and use of copier machines ending in 2027. The City of Milford is required to make various monthly principal and interest payments between $274 and $989. The leases have no specified interest rates.	$ 55,897	$ 63,099	$ 8,890
Various	$ 26,626	During 2023, the City of Milford had 2 active lease agreements for acquisition and use of postage machines ending in various year between 2024-2025. The City of Milford is required to make various monthly principal and interest payments between $56 and $406. The leases have no specified interest rates.	$ 8,076	$ 26,626	$ 9,055
			$ 63,973	$ 89,725	$ 17,945

The future principal and interest lease payments as of June 30, 2023, were as follows:

Year Ending	Principal	Interest	Total
2024	$19,683	$ 3,098	$ 22,781
2025	13,562	2,205	15,767
2026	13,760	1,394	15,154
2027	14,048	558	14,606
2028	2,920	14	2,934
	$63,973	$ 7,269	$ 71,242

NOTE 15: LEASES, CONTINUED

Leases Receivable

Water Towers

The City of Milford, as the lessor, has entered into lease agreements permitting access to City property and the use of water tower space with Cellco Partnership (three individual agreements), New Cingular Wireless PCS, AT&T, and Sprint Spectrum Realty Company. An initial lease receivable was recorded in the amount of $500,344. No additional revenue was recorded for variable and other payments not included in the measurement of the lease receivable. As of June 30, 2023, the value of the lease receivable is $236,309 and the related deferred inflow for future payments expected to be collected on the lease is $236,309. The lessees are required to make monthly expiring fixed payments of $10,961 to $2,000 through September 2026. The leases have no interest rate; therefore, the City uses its incremental borrowing rate of approximately 6.0% to discount future payments. The City of Milford recognized lease revenue and interest of $143,035 and $17,623, respectively, for the fiscal year.

Fiber-Optic Cable Network

The City of Milford, as the lessor, has entered into three lease agreements extending the availability of capacity on the City's fiber optic network to lessees Dentsply Sirona, Bayhealth Imaging MMH-DI, Bayhealth Dickinson, and DHSS. An initial lease receivable was recorded in the amount of $235,490. No additional revenue was recorded for variable and other payments not included in the measurement of the lease receivable. As of June 30, 2023, the value of the lease receivable is $178,154 and the related deferred inflow for future payments expected to be collected on the lease is $178,154. The lessees are required to make monthly expiring fixed payments of $3,215 to $2,487 through April 2029. The leases have no interest rate; therefore, the City uses its incremental borrowing rate of approximately 6.0% to discount future payments. The City of Milford recognized lease revenue and interest of $28,505 and $10,084, respectively, for the fiscal year.

Land & Agricultural

The City of Milford, as the lessor, has entered into a lease agreement for the agricultural use of City-owned land with Fry Farms, Inc. An initial lease receivable was recorded in the amount of $77,446. No additional revenue was recorded for variable and other payments not included in the measurement of the lease receivable. As of June 30, 2023, the value of the lease receivable is $34,612 and the related deferred inflow for future payments expected to be collected on the lease is $34,612. While the lease is subject to annual renewals, the lessee is expected to make annual payments equal to the maximum of $24,000 in fiscal year 2023 to an estimate of $12,000 by fiscal year 2025. The lease has no interest rate; therefore, the City uses its incremental borrowing rate of approximately 6.0% to discount future payments. The City of Milford recognized lease revenue and interest of $22,041 and $1,959, respectively, for the fiscal year.

NOTE 15: LEASES, CONTINUED

City of Milford as Lessor

The City of Milford has entered into a fiber optic agreement with an external party to provide capacity on the City's fiber optic network. This agreement does not meet the criteria of a lease under GASB Statement No. 87 as the terms and conditions specify the agreement expires within one year. Due to the short-term nature of the agreement, the City of Milford has not recorded a receivable in the financial statements for this agreement in accordance with GASB Statement No. 87.

The City of Milford has entered into three agreements permitting counterparties to access and attach equipment to City-owned utility infrastructure, such as utility poles, buildings and other fixtures. These agreements do not meet the criteria of a lease under GASB Statement No. 87 as the terms and conditions specify each agreement will expire within one year. Due to the short-term nature of the agreement, the City of Milford has not recorded a receivable in the financial statements for this agreement in accordance with GASB Statement No. 87.

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NOTE 16: SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITAs)

Pertinent information regarding SBITAs is presented below.

Date of Issue	Initial Liability	Purpose	Outstanding Liability Balance 6/30/2023	Asset Value 6/30/2023	Accumulated Amortization 6/30/2023
10/8/2021	$ 593,927	During FY 2023, the City of Milford had an active SBITA agreement with Tyler Technologies ending in FY 2027. The software is still in the implementation stage on 6/30/23 with $308,848 of implementation cost included in the right-to-use asset value. The city of Milford is required to make various quarterly principal and interest payments between $30,680 and $39,054. The City's incremental borrowing rate was 6%.	$ 494,284	$ 902,775	$ -
Various	$ 129,041	During FY 2023, the City of Milford entered into SBITA agreements with Axon Enterprises ending in various year between FY 2023-2026. The city of Milford is required to make various annual principal and interest payments between $24,673 and $35,212. The City's incremental borrowing rate was 6%.	$ 129,041	$ 129,041	$ 25,808
			$ 623,325	$ 1,031,816	$ 25,808

The future principal and interest lease payments as of December 31, 2023, were as follows:

Year Ending	Principal	Interest	Total
2024	$ 157,830	$ 29,770	$ 187,600
2025	172,348	19,965	192,313
2026	168,607	10,421	179,028
2027	99,866	1,966	101,832
2028	24,673	0	24,673
	$ 623,325	$ 62,121	$ 685,446

NOTE 17: THE DELAWARE MUNICIPAL ELECTRIC CORPORATION:

The City is a member of the Delaware Municipal Electric Corporation (DEMEC). DEMEC is a public corporation constituted as Joint Action Agency and a wholesale electric utility. DEMEC was established in 1979 and represents eight municipal electric distribution utilities located in the State of Delaware and provides full requirements wholesale electric power supply service to all eight members, including the City of Milford, through the operation of owned generation assets and various wholesale supply contracts with external parties. The City purchases 100% of its electric supply requirements from DEMEC under a long-term full requirements service contract dated January 1, 2004 (the "Agreement"), which will remain in effect unless terminated upon one year's written notice by either party. The obligation of the City to purchase and pay for full requirements service, including its allocated costs under any then-current forward contract for capacity and energy between DEMEC and a third party in effect as of the date of notice of termination, shall survive the termination of the Agreement. On May 1, 2001, the City entered into separate power sales agreements to purchase an interest in the capacity produced by Unit 1 of the Warren F. "Sam" Beasley Power Station located in Smyrna, Delaware (the "Facilities"). On May 1, 2011, the City entered into separate power sales agreements to purchase an interest in the capacity produced by Unit 2 of the Facilities. The City is entitled to 20.3 percent of all power supply and ancillary benefits produced from the existing nominal 45 MW and 50 MW natural gas-fired combustion turbine generators installed in connection with Units 1 & 2, respectively, for the useful life of the Facilities. Under the terms of the various agreements, DEMEC is authorized to act as agent for the City in all matters relating to the acquisition and delivery of its wholesale power supply and management of energy cost risk on behalf of the City in the energy markets.

NOTE 18: SUBSEQUENT EVENTS:

Police Facility Contract Awards, Financing and Construction Activity

United States Department of Agriculture (USDA) Community Facilities Loan, Series 2024 A&B

The City anticipates satisfying the general obligation BAN in full on or before the maturity date, as may be extended, with a permanent issuance of long-term, tax-exempt general obligation bonds at a fixed rate of interest placed directly with the USDA in connection with its Community Facilities Loan Program. The City expects to close on USDA loans in successive bond series 2024 A in the amount of $8.5 million and series 2024 B in the amount of $8.0 million. City Council awarded architectural contracts totaling $1.0 million during the planning phases of the project, a construction management contract for $0.6 million in advance of the construction procurement process, and construction contracts totaling $13.7 million in April 2022 to build the Facility. Along with technology equipment, furniture, fixtures and other equipment, contingencies, related roadwork and other improvements, the entire project is expected to cost $17.5 million, $16.5 million of which will be financed through USDA programs. As of June 30, 2023, the City had drawn $8,669,226 on the ban ($1,669,226 net of $7,000,000 in principal prepayments). As of the issue date, the City incurred project expenses totaling $16,895,888, of which $43,614 was withheld as retainage, $362,219 is payable, $886,693 was met through the City reserve funds targeted for the project, and $14,517,698 was satisfied through gross draws against the BAN.

The City of Milford

Required Supplementary Information

As of and for the Year Ended June 30, 2023

CITY OF MILFORD, DE
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE YEAR ENDED JUNE 30, 2023

	Budgeted Amounts		Actual Amounts, Budgetary Basis	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Property Taxes	$ 4,941,100	$ 4,941,100	$ 5,020,216	$ 79,116
Fees and Fines	95,000	95,000	177,804	82,804
Licenses and Permits	477,100	571,300	1,242,042	670,742
Franchise & Lease Revenue	428,351	428,351	418,383	(9,968)
Charges for Services	88,000	5,000	20,880	15,880
Intergovernmental	387,000	387,885	405,002	17,117
Investment Earnings	9,500	9,500	112,904	103,404
Miscellaneous	12,250	16,250	211,320	195,070
Total Revenues	6,438,301	6,454,386	7,608,551	1,154,164
EXPENDITURES				
Current:				
General Government	4,822,717	5,318,609	2,384,966	2,933,643
Public Safety	6,185,274	6,211,159	6,154,327	56,832
Public Works	2,298,142	1,678,142	1,122,875	555,267
Culture and Recreation	1,482,240	1,391,197	1,266,743	124,454
Debt Service:				
Principal	-	7,500,000	7,125,395	374,605
Interest and Other Charges	-	47,545	47,545	-
Capital Outlay	12,160,659	14,117,370	12,627,105	1,490,265
Total Expenditures	26,949,032	36,264,022	30,728,956	5,535,066
Deficiency of Revenues Over Expenditures	(20,510,731)	(29,809,636)	(23,120,405)	6,689,230
OTHER FINANCING SOURCES				
Real Estate Transfer Tax (from Special Revenue Fund)	400,000	400,000	400,000	-
Transfers In From Utilities	2,800,000	2,800,000	2,800,000	-
Transfers In From Special Revenue Fund	586,411	588,475	1,128,479	540,004
SBITA and Lease Proceeds	-	-	202,051	202,051
Proceeds from Sale of Assets	2,000	5,507	278,648	273,141
Bond Anticipation Note	15,619,379	15,619,379	8,627,781	(6,991,598)
Other Transfers In	1,130,257	3,428,898	1,200,176	(2,228,722)
Transfers Out	(500,000)	(500,000)	(339,071)	160,929
Net Change in Fund Balance	(472,684)	(7,467,377)	(8,822,341)	(1,354,965)
DEFICIENCY FUNDED BY (SURPLUS DIRECTED TO)				
General Fund Balance and Reserves	472,684	7,467,377	8,822,341	1,354,965
Net Revenues, Other Financing Sources, Prior Fund Balances and Expenditures	$ -	$ -	$ -	$ -

CITY OF MILFORD, DELAWARE
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
FOR THE LAST EIGHT FISCAL YEARS (DOLLAR AMOUNTS IN THOUSANDS)

County & Municipal Police and Firefighters' Pension Plan	2023	2022	2021	2020	2019	2018	2017	2016
Proportion of the net pension liability (asset)	2.4240%	2.4627%	2.6455%	2.4289%	2.2946%	2.3779%	2.3824%	2.4964%
Proporationate share of the net pension liability (asset)	$ (255)	$ (3,389)	$ 407	$ 698	$ 528	$ 240	$ 379	$ (132)
Covered-employee payroll	$ 2,524	$ 2,485	$ 2,412	$ 2,147	$ 1,906	$ 1,944	$ 1,736	N/A
Proportionate share of the net pension liability (asset) as a percentage of covered-employee payroll	10.1%	136.4%	16.9%	32.5%	24.6%	12.6%	21.8%	N/A
Plan's fiduciary net position	$ (548,996)	$ 625,792	$ 446,384	$ 396,829	$ 367,470	$ 325,867	$ 284,298	$ 273,109
Plan fiduciary net positon as a percentage of the total pension liability (asset)	102.0%	128.2%	96.7%	93.3%	94.1%	97.0%	94.7%	102.0%

County & Municipal Other Employees' Pension Plan	2023	2022	2021	2020	2019	2018	2017	2016
Proportion of the net pension liability (asset)	9.0386%	8.7574%	9.5271%	9.4728%	10.0609%	10.3165%	10.8530%	12.1628%
Proporationate share of the net pension liability (asset)	$ (61)	$ (1,834)	$ 202	$ 434	$ 317	$ 668	$ 672	$ 5
Covered-employee payroll	$ 5,485	$ 4,687	$ 4,107	$ 4,206	$ 3,476	$ 3,628	$ 3,631	N/A
Proportionate share of the net pension liability (asset) as a percentage of covered-employee payroll	1.1%	39.1%	4.9%	10.3%	9.1%	18.4%	$ 0	N/A
Plan's fiduciary net position	$ 86,758	$ 96,932	$ 67,470	$ 58,536	$ 53,122	$ 45,874	$ 39,292	$ 37,840
Plan fiduciary net positon as a percentage of the total pension liability	100.8%	127.6%	96.9%	92.7%	94.4%	87.6%	86.4%	99.9%

The accompanying notes are an integral part of this schedule.

CITY OF MILFORD, DELAWARE
SCHEDULE OF EMPLOYER CONTRIBUTIONS - PENSION PLAN
FOR THE LAST EIGHT FISCAL YEARS (DOLLAR AMOUNTS IN THOUSANDS)

County & Municipal Police and Firefighters' Pension Plan	2023	2022	2021	2020	2019	2018	2017	2016
Contractually required contribution	$ 281	$ 405	$ 396	$ 406	$ 358	$ 269	$ 240	$ 251
Contributions in relation to the contractually determined contribution	281	405	396	406	358	269	240	251
Contribution (excess) deficiency	$ -0-	$ -0-	$ -0-	$ -0-	$ -0-	$ -0-	$ -0-	$ -0-
Covered-employee payroll	$ 2,476	$ 2,524	$ 2,485	$ 2,412	$ 2,147	$ 1,906	$ 1,944	$ 1,736
Contributions as a percentage of covered-employee payroll	11.34%	16.03%	15.95%	16.84%	16.68%	14.12%	12.37%	14.48%

County & Municipal Other Employees' Pension Plan	2023	2022	2021	2020	2019	2018	2017	2016
Contractually required contribution	$ 347	$ 372	$ 331	$ 340	$ 284	$ 259	$ 225	$ 235
Contributions in relation to the contractually determined contribution	347	372	331	340	284	259	225	235
Contribution (excess) deficiency	$ -0-	$ -0-	$ -0-	$ -0-	$ -0-	$ -0-	$ -0-	$ -0-
Covered-employee payroll	$ 6,256	$ 5,485	$ 4,687	$ 4,107	$ 4,206	$ 3,476	$ 3,628	$ 3,631
Contributions as a percentage of covered-employee payroll	5.55%	6.78%	7.06%	8.28%	6.76%	7.46%	6.21%	6.49%

The accompanying notes are an integral part of this schedule.

NOTE 1 – GENERAL

Required supplementary information includes financial information and disclosures that are required by the Governmental Accounting Standards Board but are not considered part of the basic financial statements.

NOTE 2 – BUDGETARY BASIS

The budgetary comparison schedule is prepared on a basis that is consistent with generally accepted accounting principles (GAAP).

NOTE 3 – PENSION PLANS

The following notes pertain to both the County and Municipal Police and Firefighters Pension Plan and the County and Municipal Other Employees' Pension Plan.

Changes in Benefit Terms

None

Changes in Assumptions

The changes in assumptions used to determine total pension liability are described in Note 15 to the basic financial statements.

Method and Assumptions used in calculations of actuarially determined contributions

The actuarially determined contribution rates in the Schedule of Employers' Contributions are calculated as of the June 30 two years prior to the end of the fiscal year in which the contributions are reported. Complete descriptions of the methods and assumptions used to determine the contribution rates for Fiscal Year 2022 can be found in the June 30, 2021 actuarial valuation reports. The following actuarial methods and assumptions were used to determine contribution rates reported in that schedule:

- Actuarial Cost Method – Entry Age Normal
- Amortization Method – Open 10 Year Level Percent of Payroll
- Remaining Amortization Period – 10 Years
- Asset Valuation Method: 5 Year Smoothed Market
- Actuarial Assumptions
    - Discount Rate – 7.0%
    - Amortization Growth Rate 2.5%
    - Price Inflation – 2.5%

10-year Reporting Requirements

The preceding required supplementary schedules, as related to pensions, are intended to show information for 10 years. Additional years will be displayed as they become available.

The City of Milford

Additional Information

As of and for the Year Ended June 30, 2023

Taxation

The City annually adopts an assessment listing based on its own assessments of real property, with the option to adopt the assessed values as determined by either or both of Kent or Sussex Counties. Real Property was last reassessed in the City of Milford in 2012. The assessment reflected actual property sale data available in 2012. Assessments are based on a level of 100% of the 2012 values as appraised by the City of Milford. Appraisals for all classifications of property are equal to estimated replacement cost less depreciation.

Ratable Classification	2023 Assessed Value (AV)	2023 Market Value (MV)*	AV ÷ MV
Public Utilities	$5,508,755	$10,393,877	
Agriculture	878,100	$1,656,792	
Residential	645,791,700	$1,218,474,906	
Multi-Family	43,996,300	$83,011,887	
Commercial	336,522,359	$634,947,847	
Industrial	11,315,900	$21,350,755	
Exempt	344,779,000	$650,526,415	
TOTAL	$1,388,792,114	$2,620,362,479	53%

*Estimated based on City of Milford market sales data sampling

Tax Assessments

Year	Assessment*	Ratio, Assessed to Market Value	Market Value
2023	$ 1,388,792,114	53%	$ 2,620,362,479
2022	1,370,587,152	60%	2,284,311,920
2021	1,322,462,352	69%	1,911,072,763
2020	1,304,217,652	74%	1,762,456,286
2019	1,108,131,359	78%	1,420,681,230
2018	1,076,761,765	75%	1,435,213,740
2017	1,064,336,304	81%	1,319,777,017
2016	1,049,526,712	89%	1,175,823,786
2015	1,038,988,192	91%	1,141,745,266
2014	1,030,515,982	95%	1,084,753,665

*Last Reassessment Completed in September 2012

The City's property tax rate was $0.49275 per $100 of assessed value (AV) throughout the FY23 reporting period. City Council approved the rate of $0.54600 per $100 of AV for FY24. About 20% of the increase in FY24 reflects an ongoing initiative to promote structural balance in the City's operating budget, while the balance supports the referendum-approved debt service obligation arising from the Police Headquarters Facility financing. Milford also collects a Realty Transfer Tax (RTT) of 1.50% of the consideration of all property transfers in City limits effective July 1, 2001.

Tax Appeals

Milford City Council serves in the capacity of Board of Appeals to review assessments when appealed by property owners. There are generally few appeals of assessments each year.

Top 20 Taxpayers

2023 Assessed Value	Land Use	Parcel Owner	2023 Tax Levy
$ 27,687,259	Commercial	Clark Avenue Realty	$ 151,172
19,401,400	Commercial	Milford Plaza	105,932
17,007,800	Multi-Family	Windward on the River	92,863
16,426,800	Commercial	Wal-Mart Stores	89,690
11,628,900	Multi-Family	Watergate At Milford	63,494
9,447,900	Multi-Family	Reserve at Saw Mill	51,586
8,514,300	Multi-Family	Key Properties Group	46,488
8,369,100	Commercial	Milford Center	45,695
6,869,500	Commercial	Cypress Capital	37,507
6,780,100	Commercial	Helmick Milford	37,019
6,734,300	Multi-Family	Cascades	36,769
6,558,100	Commercial	Baltimore Aircoil Company	35,807
6,547,100	Commercial	US Cold Storage	35,747
5,302,800	Multi-Family	Case Edwards Management	28,953
5,158,300	Industrial	Purdue RE Holdings	28,164
4,899,500	Multi-Family	Tran Con Builders	26,751
4,799,800	Commercial	SW Acquisitions	26,207
4,770,900	Multi-Family	Mispillion Realty	26,049
4,763,300	Commercial	Riverwalk Center At Milford	26,008
4,698,800	Commercial	Milford Microtel	25,655

Tax Collections and Delinquent Taxes

	Tax Collections			Past Due
Year Ended June 30	Taxes Budgeted	Cash Collections	Collections as % of Budget	Outstanding as of June 30
2023	$ 4,912,100	$ 5,178,348	105%	$ 154,361
2022	4,741,043	4,745,519	100%	184,552
2021	4,296,000	4,322,838	101%	180,783
2020	4,126,385	4,074,644	99%	241,673
2019	3,902,716	3,943,184	101%	210,077
2018	3,820,560	4,038,010	106%	178,337
2017	3,732,970	3,817,534	102%	344,177
2016	3,701,000	3,720,159	101%	307,883
2015	3,746,000	3,660,900	98%	359,772
2014	3,556,965	3,518,917	99%	358,545

Selected Demographic Data and Corresponding Debt Ratios

	Direct Debt[1]	Population[2]	Assessed Valuation (AV)[1]
	$ 7,494,226	13,289	$ 1,388,792,114
Direct Debt per Capita		$ 564	
Direct Debt as % of AV			0.54%

[1] Debt and AV measured as of and for the period ended June 30, 2023, respectively

[2] Based on most current US Census Bureau Population Estimate as of July 1, 2023

Direct Debt as of June 30, 2022 consisted entirely of the City's General Obligation Bond Series 2016 outstanding balance of $6.26 million. As of June 30, 2023, Direct Debt increased to $7.5 million, driven by $1.67 million in new construction financing related to the City's referendum-approved Police Headquarters Facility Project, net of $0.44 million in principal repayments against the General Obligation Bond Series 2016. Milford's organic growth in population and assessments serve to maintain stability in the debt ratios, while debt service requirements are scheduled into tax and utility rate structures.

Largest Employers

The largest employers in and around the City of Milford follow:

Employer	Description	Employee Count
Perdue Farms	Poultry Processing	1,485
Bayhealth - Sussex Campus	Healthcare	900
Milford School District	Education	578
Dentsply Sirona	Dental Equipment	525
Walmart Stores	Retail	349
Sea Watch International	Seafood Processing	250
City of Milford	Municipal Government	135
Burris Logistics	Supply Chain Logistics	110
Kent-Sussex Industries	Vocational Services	85
First State Manufacturing	Industrial Sewing	50

Employee counts based on employer-reported data and City of Milford survey data

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The City of Milford

Other Supplemental Information
Single Audit

For Year Ended June 30, 2023

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

INDEPENDENT AUDITOR'S REPORT

City Council
City of Milford, Delaware

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Milford (the "City"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated November 25, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet, important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items 2023-001 and 2023-002 that we consider to be a material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

830 Sir Thomas Court, Suite 100, Harrisburg, PA 17109
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210 Tollgate Hill Road, Greensburg, PA 15601
www.zallc.org

City Council
City of Milford, Delaware

City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's responses to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Zelenkofske Axelrod LLC

Zelenkofske Axelrod LLC

Harrisburg, Pennsylvania
November 25, 2024

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

INDEPENDENT AUDITOR'S REPORT

City Council
City of Milford, Delaware

Report on Compliance for Each Major Federal Program

Opinion on Major Federal Program

We have audited the City of Milford's ("City") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended June 30, 2023. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2023.

Basis for Opinion on Major Federal Program

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards, and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the City's compliance with compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit.

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City Council
City of Milford, Delaware

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance.

City Council
City of Milford, Delaware

Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Zelenkofske Axelrod LLC

ZELENKOFSKE AXELROD LLC

Harrisburg, Pennsylvania
November 25, 2024

CITY OF MILFORD, DE
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023

Federal Grantor/Pass-through Grantor/Program	Federal AL Number	Pass Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures	
US Department of the Treasury					
COVID-19 American Rescue Plan Act	21.027	n/a	-	2,208,432	*
US Department of Justice					
Bulletproof Vest Partnership	16.607	n/a	-	5,229	
US Department of Justice					
Edward Byrne Memorial Justice Assistance	16.738	n/a	-	17,215	
Total expenditures of federal awards			$ -	$ 2,230,876	

* Denotes testing as major program

See accompanying notes to schedule of expenditures of federal awards.

NOTE 1 – BASIS OF PRESENTATION

The City of Milford, Delaware is the reporting entity for financial reporting purpose as defined in Note 1 to the City's basic financial statements. The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the City of Milford, Delaware under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

The City of Milford did not use the 10% de minimis indirect cost rate allowed by the Uniform Guidance.

NOTE 4 – RISK-BASED AUDIT APPROACH

The 2023 threshold for determining Type A and Type B programs is $750,000. The following program was audited as major:

ALN	Name of Federal Program or Cluster
21.027	American Rescue Plan Act

The amounts expended under the program audited as a major federal program for the year ended June 30, 2023, totaled $2,208,432 or 99.0% of total federal awards expended.

Section I – Summary of Auditor's Results:

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? _X_ yes ____ no
- Significant Deficiency(s) identified that are not considered to be material weaknesses?
  ____ yes _X_ none reported

Noncompliance material to financial statements noted? ___ yes _X_ no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? ___ yes _X_ no
- Significant Deficiency(s) identified that are not considered to be material weaknesses?
  ___ yes _X_ none reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?
___ yes _X_ no

Type of auditor's report issued on compliance for major programs: Unmodified

Identification of major programs:

AL Number(s)	Name of Program or Cluster
21.027	American Rescue Plan Act

Dollar threshold used to distinguish between Type A and Type B programs: $750,000

Auditee qualified as low-risk auditee? ___ yes _X_ no

Section II – Financial Statement Findings and Questioned Costs

Finding 2023-001	Accounting Records/Financial Statement Close Process
Criteria:	The accounts of the City should be reconciled to ensure transactions are being presented in the period of benefit and the year-end closing should be performed in a timely manner.
Condition:	During the audit, it was noted the information in the general ledger did not agree to support documents for several balance sheet accounts, which required material audit adjustments to present financial transactions in the period of benefit. In addition, final closing and the preparation of trial balances were not completed until several months after the City's year-end. The lack of adequate closing procedures creates a condition that may adversely affect the City's ability to initiate, record, and process financial data reliably and could result in a misstatement in the financial statements that will not be prevented or detected.
Cause:	The staffing challenges experienced in the finance department caused significant delays in the production of financial statements in the prior year, which in turn delayed the closing process in the current year. This issue was exacerbated by the implementation of the City's new accounting and financial reporting software system leading up to and following the July 1, 2023 (FY24) go-live date.
Effect:	Internal controls were not operating effectively and the financial records did not reflect the correct financial activity of the period resulting in material misstatements to the financial statements that required adjustments. This finding was a repeat of finding 2022-001 in the prior year.
Questioned Costs:	No known questioned costs.
Recommendation:	The City should review procedures in place with responsible employees and revise procedures, as necessary, to ensure accounts are reconciled in a timely manner and financial statements are prepared accurately and timely.
Management's Response:	The City is following the recommendation of its independent auditors to review accounting and reporting procedures with all staff to ensure account reconciliation is completed with timeliness and accuracy, which will promote efficient periodic closing and a more timely financial statement production process. The City recently expanded full-time staffing in the Finance Department and engaged with third-party consultants to enable the department to carry out the process review and implement the required changes.

Section II – Financial Statement Findings and Questioned Costs (Continued)

Finding 2023-002 Approval of Disbursements

Criteria: Proper internal control dictates that disbursements should be reviewed and approved by management prior to payment.

Condition: During testing it was noted that one of the forty invoices selected for testing did not demonstrate evidence of change order approval prior to payment. The initial purchase order was approved by the requisitioner's department director and the City Manager pursuant to system workflow design; however, fluctuations in unit costs resulted in an invoice that significantly exceeded the dollar value of the initial invoice and the City was unable to demonstrate that the change in cost had been approved.

Cause: Due to staff oversight, the invoice was not compared to the value of the original purchase order and documentation of approval of any change orders was not maintained.

Effect: Internal controls were not operating effectively and may result in a material misstatement to the financial statements.

Questioned Costs: No known questioned costs.

Recommendation: The City should review procedures in place with responsible employees and revise procedures, as necessary, to ensure invoices are reconciled with the original purchase order and any variances are subsequently approved by management prior to payment.

Management's Response: As part of the City's new accounting and financial reporting system, which began live production on July 1, 2023 to coincide with the start of fiscal year 2024, the City is following the recommendation of its independent auditors. The purchase order change process is embedded into the system's technology controls to follow the same purchase-to-pay workflow requirements as original requisitions, with the exception of a minor tolerance to account for immaterial changes in unit pricing or shipping. The control was tested and approved by staff and the City's implementation team prior to going live, and has been in place and operating effectively since day one of the following fiscal year.

Further, with respect to the FY23 finding, several compensating controls were in place throughout the year, which mitigated the risk of a material misstatement in the financial statements. First, line-by-line budgetary controls in the system prevent a requisition from entering the workflow on the front end (making it impossible to be transacted against let alone paid) if such requisition, combined with the cumulative sum of paid invoices, unpaid invoices, and approved requisitions would cause a budgetary overage in that individual line. Second, a three-way match is required between the requisition / purchase order quantities and amounts, the receipt quantities, and the invoice amounts before an invoice can be posted and paid. Third, system-level technology controls limit user authority at both function and account levels. And fourth, though the item tested was out of scope, accounts payable disbursements in excess of $10,000 must be approved by Council-level signers on the City's operating bank account, which sharply reduces the likelihood that a post-approval change to an existing purchase order could lead to a material misstatement in the financial statements.

Section III – Federal Award Findings and Questioned Costs

None noted.

CITY OF MILFORD, DELAWARE
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2023

The summary which follows indicates the current year status of findings identified in the prior year Single Audit Report.

Program	Prior Year Finding	Brief Description of Finding	Current Year Status
Financial Statement	2022-001	Accounting Records/Financial Statement Close Process	Unresolved – See 2023-001

Tax Parcel No. 3-30-11.00-007.00
Prepared by: Planning & Zoning
City of Milford
201 S. Walnut St.
Milford, DE 19963
Return to: The Honorable F. Todd Culotta, Mayor
City of Milford, 201 S. Walnut St.
Milford, DE 19963

REVOCABLE TRUST OF PAMELA DAVIS THOMPSON PLAN OF SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between REVOCABLE TRUST OF PAMELA DAVIS THOMPSON (hereinafter "THOMPSON") located at 2 N. Brandywine Road, Milford, DE 19963, and the City of Milford, a municipal corporation of the State of Delaware, with its principal offices located at 201 South Walnut Street, Milford Delaware, 19963 (hereinafter "City").

RECITALS

A. WHEREAS, THOMPSON is the record title owner of a parcel of land consisting of 0.53 acres, more or less, lying contiguous to the City of Milford, said tract identified on the Sussex County, Delaware tax maps as Tax Parcel No. 3-30-11.00-007.00, said tract hereinafter referred to as "THOMPSON PROPERTY".

THOMPSON is desirous of having the THOMPSON PROPERTY annexed into the City of Milford and requested the land use to be low density residential in nature.

B. WHEREAS the City, through its City Council (in consultation with the City Solicitor and Planning Director), has duly considered the proposed annexation and has determined that the proposed annexation would be in the City's overall best interest for the following reasons among others:

1. The property would be within the planning area of the City of Milford.
2. Identified within the Urban Growth Boundary Area of the 2018 Comprehensive Plan.
3. Consistent with the Future Land Use Maps of the 2018 Comprehensive Plan, as amended.

C. Recognizing that THOMPSON'S request for annexation is unilateral (in that the City cannot annex the THOMPSON PROPERTY unless THOMPSON desires the property to be annexed) and further recognizing that the intended land use is consistent with the

City's Land Use Plan, and can be accommodated within the City's long range Comprehensive Plan, the City Council has determined that it is in the City's best interest to provide THOMPSON with binding assurances to proceed with annexation.

D. Article I, Section 1.04 of the City Charter of the City of Milford (pursuant to Chapter 148, Volume 72, Laws of Delaware {as amended}) authorizes and empowers the Mayor of the City of Milford to appoint a Committee composed of not less than three (3) of the elected members of the City Council and one member of the City Planning Commission to investigate the possibility of annexation.

NOW THEREFORE, in consideration of the premises, and in consideration of THOMPSON'S request to be annexed into the City of Milford, in consideration of the annexation filing fee for administrative expenses, the receipt whereof is hereby acknowledged, and for other good and valuable consideration, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Annexation Contingency. This Agreement is expressly contingent upon the annexation, by the City, of the THOMPSON PROPERTY. In the event that such annexation does not occur, this Agreement shall be null, void, and of no legal force or effect.

2. Land Subject to Annexation. The land subject to this Agreement consists of 0.53 acres, more or less, said tract identified on the Sussex County, Delaware tax maps as Tax Parcel No. 3-30-11.00-007.00.

   The hereinabove described parcel of land is more fully depicted on that certain Survey "Survey Plan" dated June 21, 2025, prepared by Richard K. Vetter, P.E. a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference; metes and bounds description for parcel is attached hereto as **Exhibit "B"** and incorporated herein by specific reference.

3. Water Distribution System and Sanitary Sewer. Notwithstanding any other provision or requirement under any City ordinance or regulation, THOMPSON agrees that the THOMPSON PROPERTY will be connected to the City water distribution system and to the City's sanitary sewer system, treatment of which is provided by Kent County, if and when the property is developed. The parties agree that THOMPSON would be responsible for the costs to design and construct any utility extensions and service connections needed to serve the THOMPSON PROPERTY. THOMPSON agrees to execute any documents needed for the City to obtain Certificate of Public Convenience and Necessity (CPCN) rights.

4. Electric Distribution System. Notwithstanding any other provisions or requirements under any City ordinance or regulation, THOMPSON agrees that the THOMPSON PROPERTY will be connected to the City electric distribution system if and when the property is developed. The parties agree that

THOMPSON would be responsible for the costs to design and construct any utility extensions and service connections needed to serve the THOMPSON PROPERTY. THOMPSON agrees to execute any documents needed for the City to obtain Certificate of Public Convenience and Necessity (CPCN) rights.

5. Natural Features. The U.S. Army Corp of Engineers will control provisions under Section 404 of wetlands on the parcel.

6. Zoning. The THOMSPON PROPERTY shall be annexed as City district R-1 Single-family Residential and shall be developed in accordance with said district. Nothing in this agreement shall remove or eliminate the owner from the necessary site plan reviews, fees, public hearings and all other requirements under the City's Land Use Ordinance.

5. City Not Responsible for Infrastructure Improvements; THOMPSON Right to Assign.

Anything herein to the contrary notwithstanding:

a) The City shall have no obligation or responsibility (financial or otherwise) for providing, installing, or constructing any of the required infrastructure improvements;

b) THOMSPON may, with the City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, sell, lease, or convey all or any portion of THOMPSON PROPERTY to any third party and, as part of such sale, lease, or conveyance, assign all or any of its rights and *corresponding obligations* hereunder to such third party.

6. Except as Modified, All Other City Ordinances and Regulations to Control. Except as specifically provided herein, once finally annexed into the City of Milford, all lands subject to this Agreement shall be subject to and governed by all provisions of the City Charter and all City ordinances and regulations as they now exist or may hereafter be amended, revised, or repealed, as well as any new ordinances or regulations adopted by the City Council, to the same effect and degree as all other lands within the City boundaries of the City of Milford.

7. Annexation Agreement to be a Material Part of Annexation Proceedings. Pursuant to Title 22, Delaware Code §101 Plan of Services Reporting, this Agreement shall be deemed to be a material part of the annexation proceedings conducted pursuant hereto; that is to say:

a. The resolutions and notices adopted by the City Council, including any resolution and notices for public hearings, proposing the aforesaid annexation shall recite that the proposed annexation includes, and is subject to, an annexation agreement, shall briefly summarize the

terms of this annexation agreement, and shall state that copies of the annexation agreement are available upon request at the City Hall.

b. If the results of the annexation hearings are favorable to the proposed annexation, the final resolution annexing the territory shall recite that the annexation is subject to an annexation agreement and shall incorporate the terms of such annexation agreement by specific reference.

8. Land Use Planning Act. The City of Milford shall notify the Delaware State Planning Office, Sussex County Department of Public Works, Milford Police Department, Carlisle Fire Department and Milford School District of the proposed annexation contemplated by this Agreement and the parties shall comply with the requirements of the Delaware Land Use Planning of Title 29 of Delaware Code, Chapter 92 (Land Use Planning Act effective until February 14, 2004; Preliminary Land Use Services effective February 14, 2004), as amended.

9. Governing Law. This Agreement shall be governed by the laws of the State of Delaware (notwithstanding the fact that one or more parties may now or later become a resident of another state) and the parties hereto agree that the courts of the State of Delaware shall have jurisdiction over any case or controversy and hereby consent to such jurisdiction.

10. Separability. If any section, paragraph, sentence or clause of this Agreement is determined or declared to be invalid or unenforceable by any court of competent jurisdiction, the remainder hereof shall remain in full force and effect.

11. Entire Agreement. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those herein contained.

12. Amendments. This Agreement shall not be amended except in writing executed by all parties hereto.

13. Binding Effect. This Agreement shall be binding upon the parties hereto, their administrators, successors, successors in interest and assigns.

14. Contra Proferentum. The fact that one party has drafted this Agreement shall in no way be used against that party in construing the terms, condition, and obligations hereunder.

15. Headings. Headings and captions used herein are solely for the convenience of the parties and shall have no legal significance in construing the terms of this Agreement.

16. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights

or a waiver of any subsequent breach.

17. Enforcement. In the event of a breach, this Agreement shall be enforced through a decree of specific performance, the parties agreeing that monetary damages would not provide an adequate remedy.

18. Recording. This agreement, duly executed by the City and THOMPSON, shall be recorded in the office of the Recorder of Deeds, in and for Sussex County, Delaware. The cost of recording shall be paid by THOMPSON.

19. Plan of Services Requirement. This Agreement shall not be considered or deemed to be contract zoning. The parties hereto acknowledge their respective obligations to enter into a Plan of Services Agreement as part of the annexation process according to 22 Del.C., §101(3) and Milford City Charter Article 1.04(a)(3).

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

REVOCABLE TRUST OF PAMELA DAVIS THOMPSON

Attest: _____ By: _____
Pamela Davis Thompson

STATE OF DELAWARE :
:
COUNTY OF :

Signed and sworn to before me this _____ day of _____, 2025, by Pamela Davis Thompson.

_____
Signature of Notary Public

CITY OF MILFORD

Attest: _____ By: _____ (Seal)
City Clerk F. Todd Culotta, Mayor

STATE OF DELAWARE :
:
COUNTY OF SUSSEX :

Signed and sworn to before me this _____ day of _____, 2025, by F. Todd Culotta, Mayor of the City of Milford.

_____
Signature of Notary Public

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Exhibit A

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ROAD IS WITHIN CITY LIMITS

SOUTH REHOBOTH BOULEVARD
(60' WIDE)

S 51°19' 35" E

113.00'

OHE

OHE

OHE

Ø T

OHE

CITY OF MILFORD BOUNDARY

R = 25.00'
A = 39.27'

159.97'

109.97'

NORTH BRANDYWINE ROAD
(50' WIDE)

LOT 2

TAX PARCEL #330-11.00-266.00

AREA = 21,814 SQ. FT. ±
(0.50 ACRE ±)

DECK

34.3'

S

DECK

SIDEWALK

1 STORY HOUSE

1 STORY HOUSE

PORCH

S 38°37' 36" W

N 38°40' 25" E

17.1'

42.9'

PORCH

SIDEWALK

DRIVEWAY

40.1'

W

R = 25.00'
A = 39.27'

E

T

N 51°19' 35" W

113.09'

NORTH BRANDYWINE ROAD
(50' WIDE)

LEGEND

- FOUND MONUMENT
- FOUND IRON PIPE
- T TELECOMMUNICATION
- OHE OVERHEAD ELECTRIC
- E ELECTRIC BOX
- Ø UTILITY POLE
- S SEPTIC TANK
- W WELL

ADDRESS: 2 NORTH BRANDYWINE ROAD

TAX PARCEL #: 330-11.00-7.00

OWNER: PAMELA D. THOMPSON, TRUSTEE

CERTIFY THAT I AM A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF DELAWARE AND THAT THE INFORMATION SHOWN 'EREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING RACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

Richard K. Vetter

ICHARD K. VETTER, P.E. #10329

URVEY BASED ON PHYSICAL EVIDENCE DISCOVERED IN THE FIELD AND THE CALL OF DEED BOOK 5958, PAGE 314.

SURVEY PLAN
LOT 1 SHAWNEE ACRES ADDITION
CEDAR CREEK HUNDRED SUSSEX COUNTY, DELAWARE
RICHARD K. VETTER, P.E. 307 BAYBERRY DRIVE LEWES, DE 19958
SCALE: 1" = 20' | JUNE 21, 2025

Exhibit B

DRAFT

Legal Description

ADDRESS: 2 North Brandywine Road
OWNER: Pamela Thompson, Trustee

ALL that certain lot, piece or parcel of land with the improvements thereon erected, situated in Cedar Creek Hundred, Sussex County, State of Delaware, lying on the northeast and northwest sides of North Brandywine Road, and the southwest side of South Rehoboth Boulevard, being all of Lot 1 as shown on a Plot of "Shawnee Acres Addition", as recorded in the Office of the Recorder of Deeds in Plot Book 38, Page 294, and being more particularly described in accordance with a survey by Richard Vetter, P.E., dated June 21, 2025, as follows, to wit:

BEGINNING at a found iron pipe at the westerly end of a 25.00-foot radius junction curve joining the northeast and northwest lines of North Brandywine Road (50 feet wide); thence running from said point of beginning with the northeast line of North Brandywine Road, North 51 degrees 19 minutes 35 seconds West, 113.09 feet to a found iron pipe at a corner for this lot and Lot 2; thence turning and running with Lot 2, North 38 degrees 40 minutes 25 seconds East, 159.97 feet to a found iron pipe in the southwest line of South Rehoboth Boulevard at a corner for this lot; thence turning and running with the southwest line of South Rehoboth Boulevard, South 51 degrees 19 minutes 35 seconds East, 113.00 feet to a found concrete monument at the northerly end of a 25.00-foot radius junction curve joining the southwest line of South Rehoboth Boulevard and the northwest line of North Brandywine Road; thence turning and running with said 25.00-foot radius junction curve to the right, an arc distance of 39.27 feet to a found concrete monument in the northwest line of North Brandywine Road; thence running with the northwest line of North Brandywine Road, South 38 degrees 37 minutes 36 seconds West, 109.97 feet to a found concrete monument at the easterly end of a 25.00-foot radius junction curve joining the northeast and northwest lines of North Brandywine Road; thence turning and running with said 25.00-foot radius junction curve to the right, an arc distance of 39.27 feet to the point and place of beginning, and containing 21,814 square feet of land (by subdivision plot), be the same more or less.

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 & Council Members

FROM: Annexation Committee

DATE: August 25, 2025

RE: Annexation Committee Report – Revocable Trust of Pamela Davis Thompson

---

A public meeting was held in Council Chambers on August 25, 2025 to consider the annexation request for lands described as:

Property Owner:	Revocable Trust of Pamela Davis Thompson
Location:	2 N. Brandywine Rd
Size:	0.53 +/- acres
Existing Zoning:	AR-1 – Agricultural Residential (Sussex County)
Proposed Zoning:	R-1 (Single-family Residential)
Tax Map and Parcel Number:	3-30-11.00-007.00

APPLICANT
A petition by the property owners and applicant was submitted on July 9, 2025 to annex 0.53 +/- acres of land into the City of Milford.

LOCATION
The property is identified as Sussex County Tax Parcel(s) 3-30-11.00-007.00 and is located at 2 N. Brandywine Road within the Shawnee Acres residential development.

STREETS
N. Brandywine Road is a State maintained roadway and the property contains an existing single-family detached dwelling with a residential driveway.

DRAINAGE
The property is currently improved with a single-family detached dwelling within an existing residential subdivision.

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

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SEWER
The property owner would be required to connect to the existing sanitary sewer system located adjacent to the property. The sewer ultimately flows to the existing Shawnee Acres pump station, which conveys the sewage to downtown Milford and the Kent County regional pump station located on NE Front Street. The property owner would be responsible for obtaining a utility permit from the City in order to connect to the sewer system. All costs associated with the design and construction of the sewer connection would be borne by the applicant.

WATER
The property owner would be required to connect to the existing water infrastructure located adjacent to the property. The property owner would be responsible for obtaining a utility permit from the City in order to connect to the water system. All costs associated with the design and construction of the water connection would be borne by the applicant.

ELECTRIC
The property is already served by City of Milford electric utility.

TRAFFIC
The property is located along N. Brandywine Road which is a State maintained roadway. The property contains an existing single-family detached dwelling and residential driveway.

ENVIRONMENTAL ISSUES
The U.S. Army Corp of Engineers and/or DNREC would control provisions related to existing wetlands on the parcel. According to the DNREC GIS information, the property does not contain wetlands. Additionally, the property is not located within the 100-year floodplain according to the most recent FEMA Flood Insurance Rate Maps (FIRMs). The property does not contain areas of excellent groundwater recharge according to DNREC GIS information.

AREA LAND USES
The properties to the north, west and south contain existing single-family detached dwellings zoned AR-1 and located within the unincorporated areas of Sussex County. The properties to the east, located across Rehoboth Boulevard, contain single-family detached dwellings zoned R-1 and located within the City of Miflord.

FIRE AND POLICE
Carlisle Volunteer Fire Company provides fire and EMS coverage to this area. EMS is also currently provided by Kent County Levy Court. Milford Police Department will provide police service.

COMPREHENSIVE LAND USE PLAN
The annexation request is consistent with the amended 2018 Comprehensive Plan Future Land Use Plan and is designated as Low Density Residential. R-1 is an allowable zone in the comprehensive plan's future land use and zoning link table.

PROPERTY TAXES AND OTHER ECONOMIC CONSIDERATIONS
Development of the property would provide additional property tax, electric, water and sewer revenue.

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ADVANTAGES TO THE CITY

1. The property is within the planning area of the City of Milford.
2. The City would receive revenues (property tax, etc.).
3. Potential for additional water and sewer users.
4. The annexation would eliminate a failing septic system within Sussex County.
5. Identified within the Urban Growth Boundary of the 2018 Comprehensive Plan.
6. The proposed zoning is consistent with the 2018 Comprehensive Plan Future Land Use exhibits.

DISADVANTAGES TO THE CITY

1. None.

RECOMMENDATION

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

1. Annexation is consistent with the "Comprehensive Land Use Plan."
2. Property is contiguous to existing City Limits.
3. Any changes to the property are subject to review by the City of Milford Planning Commission and/or City Council.
4. Property will be served by City water, sewer and electric.
5. An executed Annexation Agreement is required prior to final City Council approval.
6. Upon approval of the annexation committee report, a Municipal Annexation Plan of Services will be submitted to the Office of State Planning for their approval.

The property should be annexed with the following zoning classification: R-1 (Single-family Residential)

_____ _____

Council Representative/Committee Chairman Date

_____ _____

Council Representative Date

_____ _____

Council Representative Date

_____ _____

Council Representative Date

_____ _____

Planning Commission Chairman Date

DRAFT