

# City of Milford



## AGENDA

Monthly Council Meeting

June 11, 2012

Joseph Ronnie Rogers Council Chambers, Milford City Hall, 201 South Walnut Street, Milford, Delaware

COUNCIL MEETING - 7:00 P.M.

Call to Order - Mayor Joseph Ronnie Rogers

Invocation

Pledge of Allegiance

Approval of Previous Minutes

Recognition

Monthly Police Report

City Manager Report

Committee & Council Reports

Communications

Unfinished Business-

*City of Milford Interconnection Agreement*

*Facilities Study Agreement*

*Feasibility Study Agreement*

*System Impact Study Agreement*

*Adoption of Resolution 2012-09/Approving Sale of City Land to Sunolar Power Company LLC\*\*\*\**

*Adoption of Ordinance 2012-10/Amends Electric Tariff by Eliminating Notice of Termination for Non Payment*

New Business -

*Noise Ordinance Temporary Waiver Request/Relay for Life/June 15-16, 2012*

*Introduction/Ordinance 2012-09/Amends 2008 Comprehensive Plan by Replacing Maps*

*Bid Award-Farmview Entrance, Roadway & Stormwater Pond/Electric Department*

*Adoption of Resolution 2012-07/Dedication of Portion of Lighthouse Estates Drive*

*FY2011-2012 Budget Amendment/Administration/Elections\**

*Adoption of Resolution 2012-08/City of Milford 2012-2013 Fiscal Year Budget\*\**

*Introduction of Ordinance 2012-11/Senior Citizens Tax Relief/Exemption Increase\*\*\**

*Independence Commons Lot Sales/Real Estate Commission*

*Greater Milford Business Park/Deed Requirement/Condition Violations*

Monthly Finance Report

Executive Session\*\*\*\*\*

*Land Acquisition-Pursuant to 29 Del. C. §10004(b)(2) Preliminary discussions on site acquisitions for any publicly funded capital improvements*

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

Executive Session Matter(s)

Adjourn

This agenda shall be subject to change to include additional items including executive sessions or the deletion of items including executive sessions which arise at the time of the public body's meeting.

**SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT NO LATER THAN ONE WEEK PRIOR TO MEETING; NO PAPER DOCUMENTS WILL BE ACCEPTED OR DISTRIBUTED AFTER PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE.**

# Milford Police Department



E. Keith Hudson  
Chief of Police



400 N.E. Front Street  
Milford, Delaware 19963

TO: Mayor and Members of City Council

FROM: E. Keith Hudson, Chief of Police

DATE: June 11, 2012

RE: Activity Report/May 2012

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## **Monthly Stats:**

A total of 1003 arrests were made by the Milford Police Department during May 2012. Of these arrests, 206 were for criminal offenses and 797 for traffic violations. Criminal offenses consisted of 61 felonies and 145 misdemeanors. Traffic violations consisted of 425 Special Duty Radar, 6 Drunk-Driving charges, and 366 other.

Police officers investigated 56 accidents during the month (7 personal injury, and 49 property damage) and issued 164 written reprimands. In addition, they responded to 1536 various complaints including city requests and other agency assistance.

## **Monthly Activities:**

The annual Milford High School Senior Cruise was held May 18<sup>th</sup> with no issues reported.

Community Policing Officers attended the Milford Hospital Fair and conducted the Child Identification Program where children were fingerprinted and photos taken of each child. That information is then printed on an ID card, similar to a driver's license and given to the parent for safekeeping.

Pfc. Melvin, the School Resource Officer, held drunk goggle demonstrations in the Milford High School lobby during prom week. The drunk goggles demonstrate to the person wearing them the effects of being under the influence at different levels of intoxication.

Pfc. Melvin taught another Active Shooter Survival class at the Lulu Ross Elementary School for the para-professionals employed there.

Page Two  
May Activity Report

The school resource officer also created a poster contest for 5<sup>th</sup> graders at Mispillion, Lulu Ross and Banneker Elementary Schools in conjunction with the Safe Route to Schools program. Pfc. Melvin then presented new Huffly Bicycles to the winner at each school.

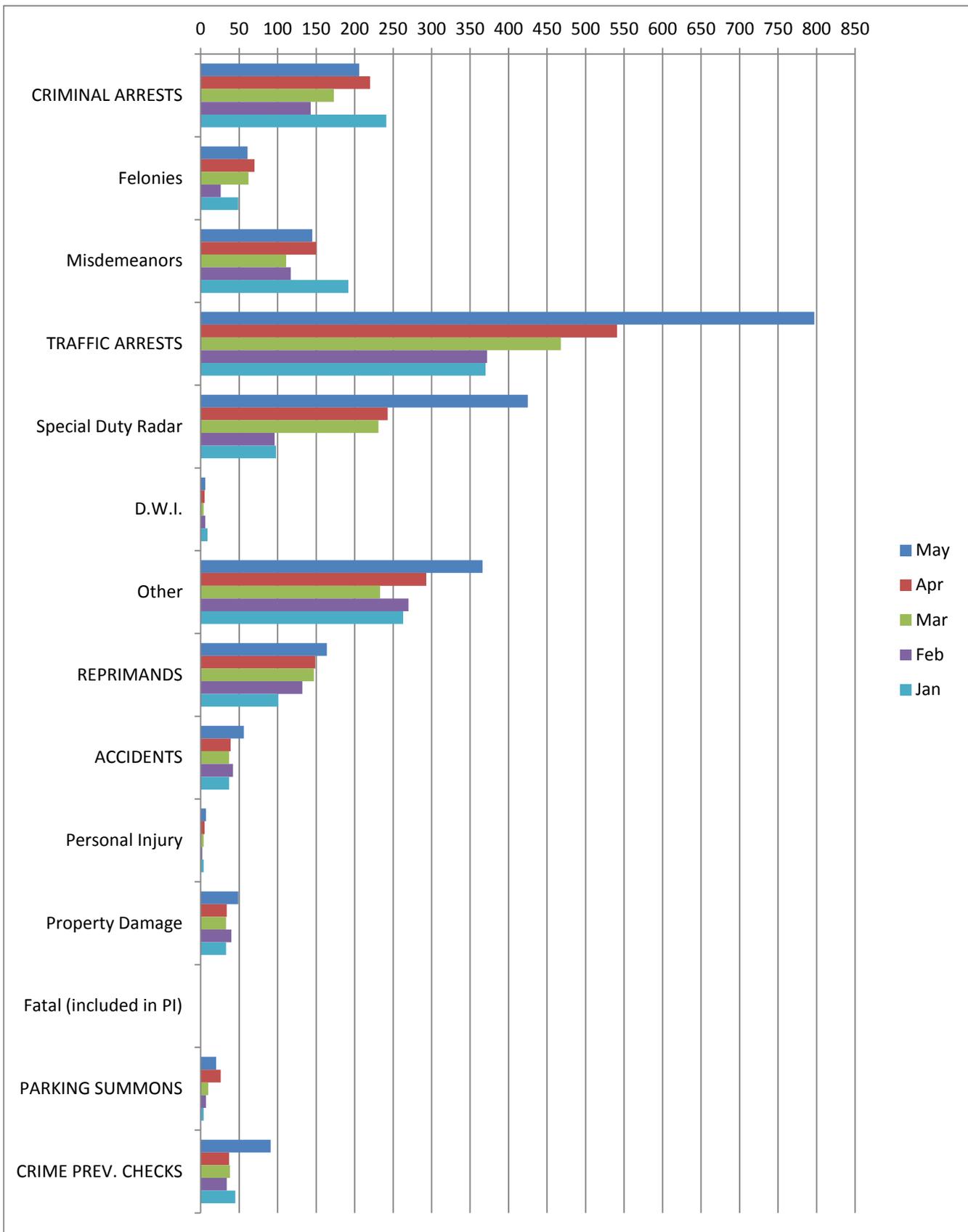
Two members of the department attended training sessions at the Delaware Police Chiefs Conference held in Rehoboth Beach last month.

During the month of May, K-9 Eros was utilized on seventeen different incidents. He conducted two tracks for felony suspects that resulted in the location of physical evidence. During a felony riot and offensive touching of law enforcement officers incident, the canine had two bite apprehensions.

EKH

## MAY 2012 ACTIVITY REPORT

	MAY 2012	TOTAL 2012	MAY 2011	TOTAL 2011
COMPLAINTS	1536	6209	1317	5896
CRIMINAL ARRESTS	206	983	144	642
Felonies	61	268	31	180
Misdemeanors	145	715	113	446
TRAFFIC ARRESTS	797	2548	560	2000
Special Duty Radar	425	1093	310	797
D.W.I.	6	30	14	37
Other	366	1425	295	975
REPRIMANDS	164	693	251	981
ACCIDENTS	56	211	48	197
Personal Injury	7	22	3	14
Property Damage	49	189	45	183
Fatal (included in PI)	0	0	0	0
PARKING SUMMONS	20	67	8	46
CRIME PREV. CHECKS	91	245	74	225
FINES RECEIVED	\$ 13,297.03	\$ 56,594.79	\$ 10,894.13	\$ 47,576.84



# **COUNCIL REPORT**

## **JUNE 2012**

### **Administration**

The City Planner and our Code enforcement personnel have moved back into the lower level and the public seems to be adapting to the change in locations without too much difficulty. I still believe that the planning and zoning functions, as well as the code enforcement, would be better housed in our public works area. However, I do realize the importance of utilizing our space here at city hall.

### **ELECTRIC**

We are ready to start construction on our sub-station connection to DPL. This connection point is located next to the Solid Waste Facility on Rt. 113. The work will be started as soon as I get council approval on the bid. This bid will be introduced at this meeting. The other matter that must be addressed is the line that runs from the planned sub-station to this connection point needs some right-of-ways from either DELDOT or DPL. I think that we will be able to negotiate with DPL for the right-of-way. Once this is accomplished we will be able to begin construction.

### **WATER AND SEWER**

Work will begin shortly on the sewer lines on S. Walnut St. in the area of The Georgia House. This main is very suspect for causing a considerable amount of inflow and infiltration into our sanitary sewer system. This work was added to the I&I work done recently, because during that work this problem was discovered. Due to the original project coming in well under budget we are able to fund these additional repairs.

We are moving forward on the bid package for the Washington Street sewer pump station. The pumps, valves, and just about every other mechanical part are either about to fail or failing. This would be an environmental disaster if this station had a large spill into the river. It is also an integral part of our sewer system. I will address this further at the June workshop.

### **STREETS AND SOLID WASTE**

I realize I need to bring a yard waste plan and ordinance to the council for consideration and action. This is becoming a problem that our sanitation department cannot cope with under our present program. I have talked with my Public Works Director and Street and Solid Waste Superintendent about this subject. They have both worked on solutions, and hopefully I can also bring something to the council at the June workshop.

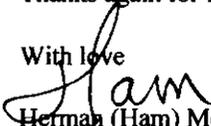
To the Mayor and City Counsel of Milford

Thank you so very much for making my visit to Milford wonderful. Seeing all of you there brought back many happy hours. It's really hard to describe the warm feelings that it created in me. Seeing you there, Ronnie, was really great. You really look the part of a mayor. I was impressed with your assistant there who lined everything up for you. She does a fantastic job. And speaking of fantastic, you have a really great Counsel. Most of them I know well and they are great friends who I miss very much. Young Garrett Grier I knew cause I know his parents well. I'm sure that he will be a great asset to you on counsel. And your wonderful Vice Mayor is still wonderful.. You lucky stiff, all you have to do is sit back and let them do all the work which of course is the way it ought to be.

I was really impressed with how Milford has grown. I think your income for the city must be about three or four times larger than when I was there. Milford is a great city and I really miss it. I could get emotional about my feelings. Life moves on and we're happy here in Florida with our son and his family.

Thanks again for letting me sit on counsel with you all.

With love



Herman (Ham) McNatt



# Auxiliary of Milford Memorial Hospital

"Serving the community through volunteerism  
to Milford Memorial Hospital"

June 2, 2012

To the City of Milford:

Heartfelt thanks from the  
Fair Committee for your condensing  
support of our Hospital Fair!

We had a terrific day, and  
feel that not only did we provide  
a fun filled day for all, we  
also presented the community with  
lots of information about what  
our hospital offers!

It was an awesome Fair - and  
we thank you for your help  
and support to make it so  
successful.

Sincerely,

Pat Fisher and Bev French

B. O. . . .

Revised 5/29/12

**CITY OF MILFORD  
INTERCONNECTION AGREEMENT FORM**

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**Utility Information**

Utility: City of Milford, Delaware

Attention: Electric Superintendent  
180 Vickers Drive  
Milford, De 19963

Phone: (302) 422 1110 Fax: (302) 422 1117

**Interconnection Customer Information**

Interconnection Customer: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Interconnection Request ID No: \_\_\_\_\_

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by The City of Milford("Utility"), ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

## **Article 1. Scope and Limitations of Agreement**

### **1.1 Applicability**

This Agreement shall be applicable for all Interconnection Requests submitted under the Utility's Interconnection procedures for facilities greater than 25 kW. Facilities intending to participate in the Utility's Net Metering program shall also comply with the requirements of the Utility Net Metering tariff, as well as, any State or Federal requirements.

### **1.2 Purpose**

This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the Utility's System.

### **1.3 No Agreement to Purchase or Deliver Power or RECs**

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power or Renewable Energy Certificates (RECs). The purchase or delivery of power, RECs that might result from the operation of the Generating Facility, and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the Utility.

### **1.4 Limitations**

Nothing in this Agreement is intended to affect any other agreement between the Utility and the Interconnection Customer.

### **1.5 Responsibilities of the Parties**

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3 The Utility shall construct, operate, and maintain its System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.

1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the latest edition of the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriters' Laboratories, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the System or equipment of the Utility and any Affected Systems.

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Appendices to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Utility and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Utility's System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Appendices to this Agreement.

1.5.6 The Utility shall coordinate with all Affected Systems to support the interconnection.

#### 1.6 Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility. These shall include, but not be limited to: 1) any rules and procedures concerning the operation of generation set forth in Utility approved tariffs or by the applicable system operator(s) for the Utility's System and; 2) the Operating Requirements set forth in Appendix 5 of this Agreement.

#### 1.7 Metering

The Utility shall purchase, install, operate, maintain, test, repair and replace all metering and data acquisition equipment as Utility shall in its discretion determine is reasonable and necessary for Utility's requirements under this Agreement. The Interconnection Customer shall be billed for such expenditures by Utility pursuant to Article 6 of this Agreement and shall thereafter be responsible for the Utility's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of such metering and data acquisition equipment specified in Appendices 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

#### 1.8 Reactive Power

1.8.1 The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor consistent with requirements and the mutual Operating Agreement unless the Utility has established different requirements that apply to all similarly situated generators on the Utility's system on a comparable basis.

1.8.2 The Utility is required to pay the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Generating Facility when the Utility requests the Interconnection Customer to operate its Generating Facility outside the range specified in Article 1.8.1. In addition, if the Utility pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Interconnection Customer.

1.8.3 Payments for reactive power shall be in accordance with the Utility's applicable rate schedule then in effect unless the provision of such service(s) is subject to a regional transmission organization or independent system operator FERC-approved rate schedule or as otherwise agreed. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb reactive power under this Agreement, the Parties agree to expeditiously establish such rate schedule in order to compensate the Interconnection Customer from the time service commenced.

## 1.9 Capitalized Terms

Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Appendix 1.

## **Article 2. Inspection, Testing, Authorization, and Right of Access**

### 2.1 Equipment Testing and Inspection

2.1.1 The Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Utility of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day, unless otherwise agreed to by the Parties. The Utility may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Utility a written test report when such testing and inspection is completed.

2.1.2 The Utility shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Utility of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

### 2.2 Authorization Required Prior to Parallel Operation

2.2.1 The Utility shall use Reasonable Efforts to list applicable parallel operation requirements in Appendix 5 of this Agreement. Additionally, the Utility shall notify the Interconnection Customer of any changes to these requirements as soon as they are known, provided, however, that other than changes as may be required by Applicable Laws and Regulations, the Utility shall not, without Interconnection Customer's prior written approval, change such requirements in a manner that would have a discriminatorily adverse effect on the Interconnection Customer. The Utility shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2 The Interconnection Customer shall not operate its Generating Facility in parallel with the Utility's System without prior written authorization of the Utility. The Utility will provide such authorization once the Utility receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

### 2.3 Right of Access

2.3.1 Upon reasonable notice, the Utility may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Utility at least five Business Days prior to conducting any on-site verification testing of the Generating Facility.

2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Utility shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3 Each Party shall be responsible for its own costs associated with following this Article.

## **Article 3. Effective Date, Term, Termination, and Disconnection**

### 3.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

### 3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of twenty (20) years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with Article 3.3 of this Agreement.

### 3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Utility 20 Business Days written notice and physically and permanently disconnecting the Generating Facility from the Utility's System.

3.3.2 The non-defaulting Party may terminate this Agreement after a Default and the expiration of the applicable cure period and the cure does not occur pursuant to Article 7.6.

3.3.3 Upon termination of this Agreement, the Generating Facility will be disconnected from the Utility's System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.

3.3.4 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5 The provisions of this Article shall survive termination or expiration of this Agreement.

#### 3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

##### 3.4.1 Emergency Conditions

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Utility, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Utility's System, the Utility's Interconnection Facilities or the systems of others to which the Utility's System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Utility may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Utility shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Utility promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Utility's System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

##### 3.4.2 Routine Maintenance, Construction, and Repair

The Utility may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Utility's System when necessary for routine maintenance, construction, and repairs on the Utility's System. The Utility shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Utility shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

#### 3.4.3 Forced Outages

During any forced outage, the Utility may suspend interconnection service to effect immediate repairs on the Utility's System. The Utility shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

#### 3.4.4 Adverse Operating Effects

The Utility shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Utility's System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Utility may disconnect the Generating Facility. The Utility shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of Article 3.4.1 apply.

#### 3.4.5 Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Utility before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Utility's System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Utility's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

#### 3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Utility's System to their normal operating state as soon as reasonably practicable following a temporary or emergency disconnection.

### **Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

#### 4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Appendix 2 of this Agreement. The Utility shall provide a best estimate cost,

including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Utility.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Utility's Interconnection Facilities. 4.2 Distribution Upgrades

The Utility shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix 6 of this Agreement. If the Utility and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

## **Article 5. Cost Responsibility for Network Upgrades**

### **5.1 Applicability**

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

### **5.2 Network Upgrades**

The Utility shall design, procure, construct, install, and own the Network Upgrades described in Appendix 6 of this Agreement. If the Utility and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Utility elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer.

## **Article 6. Billing, Payment, Milestones, and Financial Security**

### **6.1 Billing and Payment Procedures and Final Accounting**

6.1.1 The Utility shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement and as reasonably determined by Utility on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2 Within three months of completing the construction and installation of the Utility's Interconnection Facilities and/or Upgrades described in the Appendices to this Agreement, the Utility shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Utility for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Utility shall invoice the

Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Utility within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Utility shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.1.3 The Utility shall bill the Interconnection Customer on a monthly basis for any charges assessed to the Utility as a result of the operation of the Interconnection Customer's Interconnection Facilities. The Interconnection Customer shall pay each bill within 30 days of receipt of each.

## 6.2 Milestones

Concurrent with the execution of this Agreement (or if requested at any time hereafter by Utility) the Parties hereto shall execute a Facilities Study Agreement, a Feasibility Study Agreement and a System Impact Study Agreement, if requested by Utility. The results of such ancillary Agreements shall establish milestones to implement this Agreement if requested by Utility. The Parties shall agree on milestones for which each Party is responsible and list them in Appendix 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) request appropriate amendments to Appendix 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

## 6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Utility's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Utility, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Utility and is consistent with the Uniform Commercial Code of Delaware. Such security for payment shall be in an amount equal to one hundred and twenty-five percent (125%) of the quote or bid procured by Utility for such work and shall be designated sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Utility's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Utility under this Agreement during its term. Any balance remaining when Utility grants substantial completion shall be retained by Utility for a period of one (1) year and may be used for any necessary repairs or defects identified or evident during such one (1) year period. At the end of the one (1) year, any remaining balance shall be returned to Interconnection Customer. In addition:

6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Utility, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Utility and must specify a reasonable expiration date.

6.3.3 The Utility may waive the security requirements if its credit policies show that the financial risks involved are de minimus, or if the Utility's policies allow the acceptance of an alternative showing of credit-worthiness from the Interconnection Customer.

## **Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default**

### **7.1 Assignment**

7.1.1 This Agreement shall not survive the transfer of ownership of the Generating Facility to a new owner. The new owner must complete a new Interconnection Request and submit it to the Utility within 20 Business Days of the transfer of ownership or the Utility's Interconnection Facilities shall be removed or disabled and the Generating Facility disconnected from the Utility's System. For the avoidance of doubt, a "transfer of ownership" of the Generating Facility shall not be construed to include a transfer of the membership interests of Milford Solar LLC. The Utility shall not study or inspect the Generating Facility unless the new owner's Interconnection Request indicates that a Material Modification has occurred or is proposed.

7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Utility, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Utility of any such assignment. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.

7.1.3 Any attempted assignment that violates this article is void and ineffective.

### **7.2 Limitation of Liability**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, incidental, consequential, or punitive damages of any kind, except as authorized by this Agreement, or unless such damages are the result of the offending party's willful and wanton actions or misconduct or gross negligence or intentional wrongdoing

### **7.3 Indemnity**

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 7.2.

7.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

#### 7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder. Provided, however, this limitation of liability shall not apply if such damages are the result of the offending party's willful and wanton actions, or misconduct, or gross negligence, or intentional wrongdoing.

#### 7.5 Force Majeure

7.5.1 As used in this article, a Force Majeure Event shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.

7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly

notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

## 7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2 If a Default is not cured as provided in this Article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

## Article 8. Insurance

8.1 The Interconnection Customer shall obtain and retain, for as long as the Generating Facility is interconnected with the Utility's System, liability insurance which protects the Interconnection Customer from claims for bodily injury and/or property damage. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. This insurance shall be primary for all purposes. The Interconnection Customer shall provide certificates evidencing this coverage as required by the Utility. Such insurance shall be obtained from an insurance provider authorized to do business in Delaware. The Utility reserves the right to refuse to establish or continue the interconnection of the Generating Facility with the Utility's System, if such insurance is not in effect.

8.1.1 For an Interconnection Customer that is a residential customer of the Utility proposing to interconnect a Generating Facility no larger than 25 kW, the required coverage shall be in the amount of at least \$1,000,000 per person and \$2,000,000 per occurrence.

8.1.2 For an Interconnection Customer that is a non-residential customer of the Utility proposing to interconnect a Generating Facility larger than 25 kW, the required coverage shall be comprehensive general liability insurance with coverage in an amount of at least \$1,000,000 per person and \$5,000,000 per occurrence.

8.1.3 An Interconnection Customer of sufficient credit-worthiness may propose to provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices, and such a proposal shall not be unreasonably rejected.

8.2 The Utility agrees to maintain general liability insurance or self-insurance consistent with the Utility's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Utility's liabilities undertaken pursuant to this Agreement.

8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

#### **Article 9. Confidentiality**

9.1 "Confidential Information" shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

#### **Article 10. Disputes and Arbitration**

10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this Article.

10.2 In the event of a dispute, either Party shall provide the other Party with a written notice of dispute. Such notice shall describe in detail the nature of the dispute.

10.3 If the dispute has not been resolved within two Business Days after receipt of the notice, either Party may request a meeting with the other Party in an attempt to resolve the dispute.

10.4 Each Party agrees to conduct all negotiations in good faith.

10.5 In the event the Parties are unable to resolve any such disputes through negotiation, they hereby agree to submit such disputes to arbitration with the American Arbitrators Association. The decision of the arbitrator shall be final and binding under applicable state and federal law providing for the enforcement of agreements to arbitrate disputes.

#### **Article 11. Taxes**

11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with Delaware and federal policy and revenue requirements.

11.2 Each Party shall cooperate with the other to maintain the other Party's tax status.

#### **Article 12. Miscellaneous**

##### **12.1 Governing Law, Regulatory Authority, and Rules**

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Delaware, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

##### **12.2 Amendment**

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

##### **12.3 No Third-Party Beneficiaries**

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

##### **12.4 Waiver**

12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with

any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

#### 12.5 Entire Agreement

This Agreement, including all Appendices, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

#### 12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

#### 12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

#### 12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

#### 12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

#### 12.10 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the

notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

#### 12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

#### 12.12 Reservation of Rights

Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

#### 12.13 Ownership of Equipment

For the avoidance of doubt, Interconnection Customer shall be the sole owner of the Generating Facility and all equipment up to the Point of Interconnection as depicted in Appendix 3. All other equipment, meters, facilities, upgrades and any related computers or software, or as shown in Appendix 3, shall be solely owned by Utility without claim of ownership of any form by Interconnection Customer. All such claims are hereby waived.

#### 12.14 Interconnection Customer Financial Obligations

All obligations, responsibilities and duties for payments due from either Party to the other Party shall survive termination or expiration of this Agreement.

### **Article 13. Notices**

#### 13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if

delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If to the Utility:

Utility: City of Milford  
Attention: Electric Superintendent  
180 Vickers Drive  
Milford, De 19963  
Phone: (302) 422 1110 Fax: (302) 422 1117

### 13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

If to the Utility:

Utility: City of Milford, Delaware  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### 13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

If to the Utility:

Utility: City of Milford, Delaware  
Attention: \_\_\_\_\_

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

#### 13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

#### Interconnection Customer's Operating Representative:

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

#### Utility's Operating Representative:

Utility: City of Milford, Delaware  
Attention: Electric Superintendent  
Address: 180 Vickers Drive  
Milford, Delaware 19963  
Phone: (302) 422 1110 Fax: (302) 422 1117  
E-Mail Address: To be furnished to the Interconnection Customer

#### 13.5 Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the City of Milford, Delaware

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For the Interconnection Customer

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX 1

### Glossary of Terms

**Affected System** – An electric system other than the Utility's System that may be affected by the proposed interconnection. The owner of an Affected System might be a Party to the Interconnection Agreement or other study agreements needed to interconnect the Generating Facility.

**Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Business Day** – Monday through Friday, excluding State Holidays for the State of Delaware and City of Milford.

**Default** – The failure of a breaching Party to cure its breach under the Interconnection Agreement.

**Distribution System** – The Utility's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

**Distribution System Voltage** - 25 kV nominal

**Distribution Upgrades** – The additions, modifications, and upgrades to the Utility's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the service necessary to allow the Generating Facility to operate in parallel with the Utility and to inject electricity onto the Utility's System. Distribution Upgrades do not include Interconnection Facilities.

**Generating Facility** – The Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

**Good Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Utility, or any affiliate thereof.

**Interconnection Customer** – Any entity, including the Utility, that proposes to interconnect its Generating Facility with the Utility's System.

**Interconnection Facilities** – The Utility's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Utility's System. Interconnection Facilities are sole use facilities and shall not include Upgrades.

**Interconnection Request** – The Interconnection Customer's request, in accordance with these procedures, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to, an existing Generating Facility that is interconnected with the Utility's System.

**Material Modification** – A modification to machine data or equipment configuration or to the interconnection site of the Generating Facility that has a material impact on the cost, timing or design of any Interconnection Facilities or Upgrades.

**Net Metering** - The Utility tariff that sets forth guidelines for small generator interconnections that are intended to only to offset specific customer/site energy requirements.

**Network Upgrades** – Additions, modifications, and upgrades to the Utility's Transmission System required to accommodate the interconnection of the Generating Facility to the Utility's System. Network Upgrades do not include Distribution Upgrades.

**Operating Requirements** – Any operating and technical requirements that may be applicable due to Regional Reliability Organization, Independent System Operator, control area, or the Utility's requirements, including those set forth in the Interconnection Agreement.

**Party or Parties** – The Utility, and Interconnection Customer,, or both.

**Point of Interconnection** – The point where the Interconnection Facilities connect with the Utility's System (Point of Common Coupling).

**Queue Position** – The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Utility and a demonstration of site control, if requested

**Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Study Process** – The procedure for evaluating an Interconnection Request that includes the scoping meeting, feasibility study, system impact study, and facilities study.

**System** – The facilities owned, controlled or operated by the Utility that are used to provide electric service in Delaware.

**Transmission System** – The facilities owned, controlled or operated by the Utility that are used to transmit electricity in Delaware

**Upgrades** – The required additions and modifications to the Utility's System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

**Utility** – The City of Milford, Delaware

## **APPENDIX 2**

### **Description and Costs of the Generating Facility, Interconnection Facilities, and Metering Equipment**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, or the Utility. The Utility will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

### **APPENDIX 3**

**Include One-line Diagram Depicting the Generating Facility, Interconnection Facilities,  
Metering Equipment, and Upgrades**

**APPENDIX 4**

**Milestones**

Anticipated In-Service Date: \_\_\_\_\_

Critical milestones and responsibility as agreed to by the Parties:

**Milestone/Date Responsible Party**

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_
- (6) \_\_\_\_\_
- (7) \_\_\_\_\_
- (8) \_\_\_\_\_
- (9) \_\_\_\_\_
- (10) \_\_\_\_\_

Agreed to by:  
For the Utility \_\_\_\_\_ Date \_\_\_\_\_

For the Interconnection Customer \_\_\_\_\_ Date \_\_\_\_\_

## **APPENDIX 5**

### **Additional Operating Requirements for the Utility's System and Affected Systems Needed to Support the Interconnection Customer's Needs**

Requirements that shall be completed by the Interconnection Customer prior to initiating parallel operation with the Utility's System.

## **APPENDIX 6**

### **Utility's Description of its Upgrades and Best Estimate of Upgrade Costs**

Upgrades required and itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades.

## Facilities Study Agreement

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, ("Interconnection Customer,") and the City of Milford, a Municipal Corporation existing under the laws of the State of Delaware, ("Utility"). The Interconnection Customer and the Utility each may be referred to as a "Party," or collectively as the "Parties."

### RECITALS

**WHEREAS**, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on \_\_\_\_\_; and

**WHEREAS**, the Interconnection Customer desires to interconnect the Generating Facility with the Utility's System; and

**WHEREAS**, the Utility has completed a system impact study and provided the results of said study to the Interconnection Customer (this recital to be omitted if the Parties have agreed to forego the system impact study); and

**WHEREAS**, the Interconnection Customer has requested the Utility to perform a facilities study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the system impact study and/or any other relevant studies in accordance with Good Utility Practice to physically and electrically connect the Generating Facility with the Utility's System;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the Glossary of Terms attached hereto.

2.0 The Interconnection Customer elects and the Utility shall cause to be performed a facilities study consistent with the Delaware Interconnection Procedures.

3.0 The scope of the facilities study shall be subject to data provided in Appendix A to this Agreement.

4.0 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to

implement the conclusions of the system impact studies. The facilities study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Utility's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.

5.0 The Utility may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Generating Facility if it is willing to pay the costs of those facilities.

6.0 A deposit of the good faith estimated facilities study costs may be required from the Interconnection Customer.

7.0 In cases where Upgrades are required, the facilities study must be completed within 45 Business Days of the receipt of this Agreement. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the facilities study must be completed within 30 Business Days.

8.0 Once the facilities study is completed, a facilities study report shall be prepared and transmitted to the Interconnection Customer.

9.0 Any study fees shall be based on the Utility's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

10.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Utility shall refund such excess within 30 calendar days of the invoice without interest.

#### 11.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Delaware, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

#### 12.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

### 13.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

### 14.0 Waiver

14.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

14.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

### 15.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

### 16.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

### 17.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

## 18.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

18.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

18.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

18.3 In the event the Interconnection Customer uses the services of a subcontractor, the Interconnection Customer agrees to indemnify and hold harmless Utility from any loss or damages, personal or to property, occasioned by use of such subcontractor. In the event of any claim, action, suit or cause of action arising from the use of a subcontractor by Interconnection Customer naming Utility as a party, the Interconnection Customer agrees to defend Utility in such suit or action at no cost to utility.

## 19.0 Interconnection Agreement

This Agreement shall not be construed to amend or supersede the Interconnection Agreement being executed by the parties concurrent herewith. In the event of any conflict between this Agreement and the Interconnection Agreement, the terms of the Interconnection Agreement shall govern the rights, duties and obligations of Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**Utility:**

City of Milford, Delaware

Signed \_\_\_\_\_

Name (Printed):

\_\_\_\_\_

Title \_\_\_\_\_

**Customer:**

\_\_\_\_\_

Signed \_\_\_\_\_

Name (Printed):

\_\_\_\_\_

Title \_\_\_\_\_

## **Assumptions Used in Conducting the System Impact Study**

### APPENDIX A

The system impact study shall be based upon the results of the feasibility study, subject to any modifications in accordance with the Interconnection Procedures, and the following assumptions:

1) Designation of Point of Interconnection and configuration to be studied.

2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Utility.

## Glossary of Terms

**10 kW Inverter Process** – The procedure for evaluating an Interconnection Request for a certified inverter-based Generating Facility no larger than 10 kW that uses the Section 3 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request, simplified procedures, and a brief set of Terms and Conditions. (See Attachment 5.)

**Affected System** – An electric system other than the Utility's System that may be affected by the proposed interconnection. The owner of an Affected System might be a Party to the Interconnection Agreement or other study agreements needed to interconnect the Generating Facility.

**Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Business Day** – Monday through Friday, excluding State Holidays.

**Default** – The failure of a breaching Party to cure its breach under the Interconnection Agreement.

**Distribution System** – The Utility's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

**Distribution Upgrades** – The additions, modifications, and upgrades to the Utility's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the service necessary to allow the Generating Facility to operate in parallel with the Utility and to inject electricity onto the Utility's System. Distribution Upgrades do not include Interconnection Facilities.

**Fast Track Process** – The procedure for evaluating an Interconnection Request for a certified Generating Facility no larger than 2 MW that includes the Section 3 screens, customer options meeting, and optional supplemental review.

**Generating Facility** – The Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

**Good Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Utility, or any affiliate thereof.

**Interconnection Customer** – Any entity, including the Utility, that proposes to interconnect its Generating Facility with the Utility's System.

**Interconnection Facilities** – The Utility's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Utility's System. Interconnection Facilities are sole use facilities and shall not include Upgrades.

**Interconnection Request** – The Interconnection Customer's request, in accordance with these procedures, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to, an existing Generating Facility that is interconnected with the Utility's System.

**Material Modification** – A modification to machine data or equipment configuration or to the interconnection site of the Generating Facility that has a material impact on the cost, timing or design of any Interconnection Facilities or Upgrades.

**Network Upgrades** – Additions, modifications, and upgrades to the Utility's Transmission System required to accommodate the interconnection of the Generating Facility to the Utility's System. Network Upgrades do not include Distribution Upgrades.

**Operating Requirements** – Any operating and technical requirements that may be applicable due to Regional Reliability Organization, Independent System Operator, control area, or the Utility's requirements, including those set forth in the Interconnection Agreement.

**Party or Parties** – The Utility, Interconnection Customer, and possibly the owner of an Affected System, or any combination of the above.

**Point of Interconnection** – The point where the Interconnection Facilities connect with the Utility's System.

**Queue Position** – The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Utility and a demonstration of site control, if requested.

**Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Study Process** – The procedure for evaluating an Interconnection Request that includes the Section 4 scoping meeting, feasibility study, system impact study, and facilities study.

**System** – The facilities owned, controlled or operated by the Utility that are used to provide electric service in Delaware.

**Utility** – The City of Milford, DE

**Transmission System** – The facilities owned, controlled or operated by the Utility that are used to transmit electricity in Delaware.

**Upgrades** – The required additions and modifications to the Utility's System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

## Feasibility Study Agreement

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, (“Interconnection Customer,”) and The City of Milford, a Municipal Corporation existing under the laws of the State of Delaware (“Utility”). The Interconnection Customer and the Utility each may be referred to as a “Party,” or collectively as the “Parties.”

### RECITALS

**WHEREAS**, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request Form completed by the Interconnection Customer on \_\_\_\_\_; and

**WHEREAS**, the Interconnection Customer desires to interconnect the Generating Facility with the Utility’s System; and

**WHEREAS**, the Interconnection Customer has requested the Utility to perform a feasibility study to assess the feasibility of interconnecting the proposed Generating Facility with the Utility’s System, and of any Affected Systems;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the Glossary of Terms attached hereto.

2.0 The Interconnection Customer elects and the Utility shall cause to be performed an interconnection feasibility study consistent with standard Utility practice.

3.0 The scope of the feasibility study shall be subject to the assumptions set forth in Appendix A to this Agreement.

4.0 The feasibility study shall be based on the technical information provided by the Interconnection Customer in the Interconnection Request Form, as may be modified as the result of the scoping meeting. The Utility reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the feasibility study and design. If the Interconnection Customer modifies

its Interconnection Request, the time to complete the feasibility study may be extended by agreement of the Parties.

5.0 In performing the study, the Utility shall rely, to the extent reasonably practicable, on existing studies of recent vintage. Utility reserves the sole discretion to determine if the existing studies are adequate or if new studies are required. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the feasibility study.

6.0 The feasibility study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Generating Facility as proposed:

6.1 Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;

6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;

6.3 Initial review of grounding requirements and electric system protection; and

6.4 Description and non-binding estimated cost of facilities required to interconnect the proposed Generating Facility and to address the identified short circuit and power flow issues.

7.0 The feasibility study shall model the impact of the Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Generating Facility is being installed.

8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.

9.0 A deposit of not less than \$1,000 shall be required from the Interconnection Customer to be applied to the cost of the study. Depending on the good faith estimate of the study cost, a larger deposit may be required by the City.

10.0 Once the feasibility study is completed, a feasibility study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the feasibility study must be completed and the feasibility study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct a feasibility study.

11.0 Any study fees shall be based on the Utility's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Utility shall refund such excess within 30 calendar days of the invoice without interest.

### 13.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Delaware, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

### 14.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

### 15.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

### 16.0 Waiver

16.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

16.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

## 17.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

## 18.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

## 19.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

## 20.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

20.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

20.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

20.3 In the event the Interconnection Customer uses the services of a subcontractor, the Interconnection Customer agrees to indemnify and hold harmless Utility from any loss or damages, personal or to property, occasioned by use of such subcontractor. In the event of any claim, action, suit or cause of action arising from the use of a subcontractor by Interconnection Customer naming Utility as a party, the Interconnection Customer agrees to defend Utility in such suit or action at no cost to Utility.

## 21. Interconnection Agreement

This Agreement shall not be construed to amend or supersede the Interconnection Agreement being executed by the parties concurrent herewith. In the event of any conflict between this Agreement and the Interconnection Agreement, the terms of the Interconnection Agreement shall govern the rights, duties and obligations of the Parties.

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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**Utility:**

City of Milford, Delaware

Signed \_\_\_\_\_

Name (Printed):

\_\_\_\_\_

Title \_\_\_\_\_

**Customer:**

\_\_\_\_\_

Signed \_\_\_\_\_

Name (Printed):

\_\_\_\_\_

Title \_\_\_\_\_

## **Assumptions Used in Conducting the Feasibility Study**

### **APPENDIX A**

The feasibility study will be based upon the information set forth in the Interconnection Request Form and agreed upon in the scoping meeting held on \_\_\_\_\_:

1) Designation of Point of Interconnection and configuration to be studied.

2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (if listed below) are to be provided by the Interconnection Customer and the Utility.

## Glossary of Terms

**Affected System** – An electric system other than the Utility’s System that may be affected by the proposed interconnection. The owner of an Affected System might be a Party to the Interconnection Agreement or other study agreements needed to interconnect the Generating Facility.

**Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Business Day** – Monday through Friday, excluding State Holidays.

**Default** – The failure of a breaching Party to cure its breach under the Interconnection Agreement.

**Distribution System** – The Utility’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

**Distribution Upgrades** – The additions, modifications, and upgrades to the Utility's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the service necessary to allow the Generating Facility to operate in parallel with the Utility and to inject electricity onto the Utility’s System. Distribution Upgrades do not include Interconnection Facilities.

**Fast Track Process** – The procedure for evaluating an Interconnection Request for a certified Generating Facility no larger than 2 MW that includes the Section 3 screens, customer options meeting, and optional supplemental review.

**Generating Facility** – The Interconnection Customer’s device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer’s Interconnection Facilities.

**Good Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Utility, or any affiliate thereof.

**Interconnection Customer** – Any entity, including the Utility, that proposes to interconnect its Generating Facility with the Utility's System.

**Interconnection Facilities** – The Utility's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Utility's System. Interconnection Facilities are sole use facilities and shall not include Upgrades.

**Interconnection Request** – The Interconnection Customer's request, in accordance with these procedures, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to, an existing Generating Facility that is interconnected with the Utility's System.

**Material Modification** – A modification to machine data or equipment configuration or to the interconnection site of the Generating Facility that has a material impact on the cost, timing or design of any Interconnection Facilities or Upgrades.

**Network Upgrades** – Additions, modifications, and upgrades to the Utility's Transmission System required to accommodate the interconnection of the Generating Facility to the Utility's System. Network Upgrades do not include Distribution Upgrades.

**Operating Requirements** – Any operating and technical requirements that may be applicable due to Regional Reliability Organization, Independent System Operator, control area, or the Utility's requirements, including those set forth in the Interconnection Agreement.

**Party or Parties** – The Utility, Interconnection Customer, and possibly the owner of an Affected System, or any combination of the above.

**Point of Interconnection** – The point where the Interconnection Facilities connect with the Utility's System.

**Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Study Process** – The procedure for evaluating an Interconnection Request that may include the scoping meeting, feasibility study, system impact study, and facilities study.

**System** – The facilities owned, controlled or operated by the Utility that are used to provide electric service in Delaware.

**Utility** – The City of Milford, Delaware

**Transmission System** – The facilities owned, controlled or operated by the Utility that are used to transmit electricity in Delaware.

**Upgrades** – The required additions and modifications to the Utility's System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

## System Impact Study Agreement

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, (“Interconnection Customer,”) and The City of Milford, a Municipal Corporation existing under the laws of the State of Delaware, (“Utility”). The Interconnection Customer and the Utility each may be referred to as a “Party,” or collectively as the “Parties.”

### RECITALS

**WHEREAS**, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on \_\_\_\_\_; and

**WHEREAS**, the Interconnection Customer desires to interconnect the Generating Facility with the Utility’s System; and

**WHEREAS**, the Utility has completed a feasibility study and provided the results of said study to the Interconnection Customer (this recital to be omitted if the Parties have agreed to forego the feasibility study); and

**WHEREAS**, the Interconnection Customer has requested the Utility to perform a system impact study to assess the impact of interconnecting the Generating Facility with the Utility’s System, and of any Affected Systems;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the Glossary of Terms attached hereto.

2.0 The Interconnection Customer elects and the Utility shall cause to be performed a system impact study consistent with the Delaware Interconnection Procedures.

3.0 The scope of the system impact study shall be subject to the assumptions set forth in Appendix A to this Agreement.

4.0 A system impact study will be based upon the results of the feasibility study and the technical information provided by Interconnection Customer in the Interconnection Request. The Utility reserves the right to request additional

technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the system impact study. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the system impact study may be extended.

5.0 A system impact study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. A system impact study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A system impact study shall provide a list of facilities that are required as a result of the Interconnection Request and non-binding good faith estimates of cost, responsibility and time to construct.

6.0 A distribution system impact study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.

7.0 Affected Systems may participate in the preparation of a system impact study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a system impact study that covers potential adverse system impacts on their electric systems, and the Utility has 20 additional Business Days to complete a system impact study requiring review by Affected Systems.

8.0 If the Utility uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the system impact study shall consider all generating facilities (and with respect to paragraph 8.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the system impact study is commenced –

8.1. Are directly interconnected with the Utility's electric system; or

8.2. Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and

8.3. Have a pending higher queued Interconnection Request to interconnect with the Utility's electric system.

9.0 A distribution system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within 30 Business Days after this Agreement is signed by the Parties. A transmission system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within 45 Business Days after this Agreement is signed by the Parties, unless the study involves Affected Systems per 7.0.

10.0 A deposit of the equivalent of the good faith estimated cost of a distribution system impact study and one half of the good faith estimated cost of a transmission system impact study may be required from the Interconnection Customer.

11.0 Any study fees shall be based on the Utility's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Utility shall refund such excess within 30 calendar days of the invoice without interest.

### 13.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Delaware, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

### 14.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

### 15.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

### 16.0 Waiver

16.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be

considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

16.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

#### 17.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

#### 18.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

#### 19.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

#### 20.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

20.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall

be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

20.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

20.3 In the event the Interconnection Customer uses the services of a subcontractor, the Interconnection Customer agrees to indemnify and hold harmless Utility from any loss or damages, personal or to property, occasioned by use of such subcontractor. In the event of any claim, action, suit or cause of action arising from the use of a subcontractor by Interconnection Customer naming Utility as a party, the Interconnection Customer agrees to defend Utility in such suit or action at no cost to Utility.

21. Interconnection Agreement

This Agreement shall not be construed to amend or supersede the Interconnection Agreement being executed by the parties concurrent herewith. In the event of any conflict between this Agreement and the Interconnection Agreement, the terms of the Interconnection Agreement shall govern the rights, duties and obligations of the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above

**Utility:**  
City of Milford, Delaware

**Customer:**  
\_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name (Printed):  
\_\_\_\_\_

Name (Printed):  
\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

## **Assumptions Used in Conducting the System Impact Study**

### APPENDIX A

The system impact study shall be based upon the results of the feasibility study, subject to any modifications in accordance with the Interconnection Procedures, and the following assumptions:

1) Designation of Point of Interconnection and configuration to be studied.

2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Utility.

## Glossary of Terms

**10 kW Inverter Process** – The procedure for evaluating an Interconnection Request for a certified inverter-based Generating Facility no larger than 10 kW that uses the Section 3 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request, simplified procedures, and a brief set of Terms and Conditions. (See Attachment 5.)

**Affected System** – An electric system other than the Utility's System that may be affected by the proposed interconnection. The owner of an Affected System might be a Party to the Interconnection Agreement or other study agreements needed to interconnect the Generating Facility.

**Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Business Day** – Monday through Friday, excluding State Holidays.

**Default** – The failure of a breaching Party to cure its breach under the Interconnection Agreement.

**Distribution System** – The Utility's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

**Distribution Upgrades** – The additions, modifications, and upgrades to the Utility's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the service necessary to allow the Generating Facility to operate in parallel with the Utility and to inject electricity onto the Utility's System. Distribution Upgrades do not include Interconnection Facilities.

**Fast Track Process** – The procedure for evaluating an Interconnection Request for a certified Generating Facility no larger than 2 MW that includes the Section 3 screens, customer options meeting, and optional supplemental review.

**Generating Facility** – The Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

**Good Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Utility, or any affiliate thereof.

**Interconnection Customer** – Any entity, including the Utility, that proposes to interconnect its Generating Facility with the Utility's System.

**Interconnection Facilities** – The Utility's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Utility's System. Interconnection Facilities are sole use facilities and shall not include Upgrades.

**Interconnection Request** – The Interconnection Customer's request, in accordance with these procedures, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to, an existing Generating Facility that is interconnected with the Utility's System.

**Material Modification** – A modification to machine data or equipment configuration or to the interconnection site of the Generating Facility that has a material impact on the cost, timing or design of any Interconnection Facilities or Upgrades.

**Network Upgrades** – Additions, modifications, and upgrades to the Utility's Transmission System required to accommodate the interconnection of the Generating Facility to the Utility's System. Network Upgrades do not include Distribution Upgrades.

**Operating Requirements** – Any operating and technical requirements that may be applicable due to Regional Reliability Organization, Independent System Operator, control area, or the Utility's requirements, including those set forth in the Interconnection Agreement.

**Party or Parties** – The Utility, Interconnection Customer, and possibly the owner of an Affected System, or any combination of the above.

**Point of Interconnection** – The point where the Interconnection Facilities connect with the Utility's System.

**Queue Position** – The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Utility and a demonstration of site control, if requested.

**Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Study Process** – The procedure for evaluating an Interconnection Request that includes the Section 4 scoping meeting, feasibility study, system impact study, and facilities study.

**System** – The facilities owned, controlled or operated by the Utility that are used to provide electric service in Delaware.

**Utility** – The City of Milford, DE

**Transmission System** – The facilities owned, controlled or operated by the Utility that are used to transmit electricity in Delaware.

**Upgrades** – The required additions and modifications to the Utility's System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.



## RESOLUTION 2012-9

Resolution of the Council of the City of Milford (“Owner”)  
Reaffirming Motion to Approve Sale of Land to Sunolar Power Company LLC (“Seller”)  
by Unanimous Roll Call Vote of City Council on February 13, 2012

Whereas, the City of Milford is the owner of certain real property situate in Milford Hundred, City of Milford, Kent County, State of Delaware, consisting of 21.694 +/- acres, as more particularly described in Exhibit A attached hereto; and

Whereas, the Purchaser desires to purchase from Seller, and Seller desires to convey to Purchaser a portion of the Milford Property, consisting of 11.215 +/- acres, as more particularly described in Exhibit B attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MILFORD THAT:

1. The Charter of the City of Milford empowers City Council to sell, lease or authorize the sale or lease of any asset of the City.
2. The property is not needed for municipal purposes and the public interest would be served by the sale of such property.
3. The agreement with Sunolar Power Company LLC for the sale of property is in the amount of Five Hundred Forty-Three Thousand Nine Hundred Twenty-Seven and 50/100 Dollars (\$543,927.50).
4. Said sale/purchase is subject to terms and conditions of the Agreement of Sale approved by City Council on February 13, 2012 and signed by the Mayor and attested by the City Clerk on February 17, 2012.
5. The Mayor is authorized to execute on behalf of the city the deed and all other documents necessary to complete the transaction.

ADOPTED this 11<sup>th</sup> day of June 2012.

Approved:

Mayor Joseph Ronnie Rogers

Attest:

City Clerk Teresa K. Hudson

Attachments:

Exhibit A

Exhibit B

## EXHIBIT A

ALL that piece or parcel of land, hereinafter described, situate, lying and being on the northeasterly side of State Route 14, and being located in the City of Milford, Milford Hundred, Kent County, Delaware, being-all of the Lot 1, as shown on a plot entitled "Minor Subdivision of the lands of Fordmill, L.L.C.," completed by Davis Bowen & Friedel, Inc., dated Jan. 2011, said piece or parcel of land being more particularly described as follows:

BEGINNING at an iron rod and cap set at a point formed by the intersection of the northeasterly right-of-way line of State Route 14, with the southeasterly line of lands at: now or formerly, L.P.J. Properties, as recorded in the Office of the Recorder of Deeds in Deed Book S-40, Page 96, thence running

1) leaving said right-of-way line of State Route 14 and running by and with said new property line of L.P.J. lands, the following 3 courses and distances, along a curve to the left having a radius of 23.59 feet, an arc length of 37.04 feet and a chord bearing and distance of North 78 degrees 45 minutes 19 seconds East 33.35 feet to an iron rod and cap set at a point, thence running

2) North 33 degrees 18 minutes 55 seconds East 399.74 feet to an iron rod and cap set at a point, thence running

3) North 55 degrees 30 minutes 57 seconds West 192.89 feet to an iron pipe found at a point on the northeasterly line of lands of, now or formerly, Branta Enterprises, LLC, as recorded in said Office of the Recorder of Deeds in Deed Book D-269, Page 179, thence

4) leaving said L.P.J. Properties lands and running by and with said Branta lands and in part running by and with lands of, now or formerly, Cosmo Properties, as recorded in said Office of the Recorder of Deeds in Deed Book D-703, Page 1, and in part running by and with lands of, now or formerly, Blue Hen Lines, Inc., as recorded in said Office of the Recorder of Deeds in Deed Book S-42, Page 139, North 45 degrees 40 minutes 21 seconds West 441.60 feet, thence

5) leaving said Blue Hen Lines, Inc. lands and with a new line running by and with residual land of said Fordmill, L.L.c. lands, North 34 degrees 00 minutes 14 seconds East 1374.51 feet to an iron rod and cap set on the southerly line of lands of, now or formerly, Kentmere Builders, LLC, as recorded in said Office of the Recorder of Deeds in Deed Book D-695, Page 53, thence

6) running by and with said Kentmere Builders lands, South 55 degrees 59 minutes 46 seconds East 585.57 feet to a concrete monument found at a point on the westerly line of lands of, now or formerly, Timothy S. & Jeannie N. Johnson, as recorded in said Office of the Recorder of Deeds in Deed Book D-70 I, Page 63, thence

7) leaving said Kentmere Builders lands and running by and with said Johnson lands and in part running by and with lands of, now or formerly, Milford Associates, L.P., as recorded in said Office of the Recorder of Deeds in Deed Book C-45, Page 192, along a curve to the right having a radius of 805.00 feet, an arc length of 276.49 feet and a chord bearing and distance of South 23

degrees 13 minutes 47 seconds West 275.13 feet to a point, thence

8) running by and with said Milford Associates lands and in part running by and with lands of, now or formerly, Richard J. Marchetti, as recorded in said Office of the Recorder of Deeds in Deed Book D-356, Page 275, and in part running by and with lands of, now or formerly, Wilson Fleet & Equipment Service, as recorded in said Office of the Recorder of Deeds in Deed Book D-216, Page 342, South 33 degrees 02 minutes 25 seconds West 1089.40 feet to an iron rod and cap found at a point, thence

9) running by and with said Wilson Fleet lands, South 55 degrees 56 minutes 14 seconds East 30.87 feet to an iron rod and cap found at a point on the northerly line of lands of, now or formerly, Southern States Milford Coop., as recorded in said Office of the Recorder of Deeds in Deed Book D-298, Page 23, thence

10) leaving said Wilson Fleet lands and running by and with said Southern States lands, the following 2 courses and distances, South 33 degrees 18 minutes 54 seconds West 507.16 feet to an iron rod and cap set at a point, thence running

11) along a curve to the left, having a radius of 25.00 feet, an arc length of 36.46 feet and a chord bearing and distance of South 08 degrees 27 minutes 54 seconds East 33.31 feet to an iron rod and cap set at a point on the aforementioned right-of-way line of State Route 14, thence

12) leaving said Southern States lands and running by and with said right-of-way line of State Route 14, the following 2 courses and distances, North 49 degrees 42 minutes 33 seconds West 52.23 feet to a point, thence running

13) North 48 degrees 46 minutes 33 seconds West 54.65 feet to an iron rod and cap set at the point and place of beginning; CONTAINING 21.694 acres of land, more or less.

## EXHIBIT B

ALL that piece or parcel of land, hereinafter described, situate, lying and being on the northeasterly side of State Route 14, and being located in the City of Milford, Milford Hundred, Kent County, Delaware, being all of Residual Land, as shown on a plot entitled "Fordmill Electrical Substation, Record Plan," completed by Davis Bowen & Friedel, Inc., dated Sept. 2011, said piece Or parcel of land being more particularly described as follows:

BEGINNING at a point formed by the intersection of the southwesterly line of lands of, now or formerly, Kentmere Builders, LLC, as recorded in the Office of the Recorder of Deeds in and for Kent County and the State of Delaware in Deed Book D-695, Page 53, with the southeasterly line of existing Residual Land of, Fordmill, LLC., as recorded in said Office of the Recorder of Deeds in Plat Book 113, Page 96, thence

1) leaving said existing Residual lands of Fordmill, LLC and running by and with said Kentmere Builders lands, South 55 degrees 59 minutes 46 seconds East 585.57 feet to a concrete monument found at a point on the northwesterly line of lands of, now or formerly, Timothy S. & Jeannie N. Johnson, as recorded in said Office of the Recorder of Deeds in Deed Book D-701, Page 63, thence

2) leaving said Kentmere lands and running by and with said Johnson lands, along a curve to the right, having a radius of 805.00 feet, an arc length of 276.49 feet and a chord bearing and distances of South 23 degrees 13 minutes 47 seconds West 275.13 feet to an iron rod and cap set at a point, thence

3) running by and with said Johnson lands and in part with lands of, now or formerly, Milford Associates, L.P., as recorded in said Office of the Recorder of Deeds in Deed Book C-45, Page 192, and in part with lands of, now or formerly, Richard J. Marchetti, as recorded in said Office of the Recorder of Deeds in Deed Book D-356, Page 275, South 33 degrees 02 minutes 25 seconds West 500.90 feet to an iron rod and cap set at a point on the new northeasterly property line of Lot 1 A, thence

4) leaving said Marchetti lands and running by and with said Lot IA, North 55 degrees 59 minutes 46 seconds West 645.42 feet to an iron rod and cap set at a point on the southeasterly line of said existing Residual lands of Fordmill, LLC, thence

5) leaving said Lot IA and running by and with said existing Residual lands of Fordmill, LLC, North 34 degrees 00 minutes 14 seconds East 771.11 feet to the point and place of beginning; CONTAINING 11.215 acres of land, more or less.

CITY OF MILFORD  
ORDINANCE NO. 2012-10

An Ordinance to Amend the Regulations of the City of Milford by Revising Section 4, Payment Terms of Chapter 119, Electrical Standards-Rules and Regulations-of the City of Milford Code by Repealing the Requirement that Written Notices of Service Termination will be provided by the City of Milford if Payment is Not Received.

The City of Milford Hereby Ordains as follows:

Section 1. §4(E) of the City of Milford Electric Tariff is hereby amended by replacing “Late Payment Notice” with “AUTHORITY TO DISCONTINUE SERVICE FOR NON PAYMENT”, repealing the first sentence in its entirety, adding “FOR NON PAYMENT to second paragraph, and adding “SUCH TERMINATION OF SERVICE WILL BE WITHOUT WRITTEN NOTICE” as a new, third paragraph.

RULES AND REGULATIONS

Section 4 - Payment Terms

E. ~~Late Payment Notice~~ AUTHORITY TO DISCONTINUE SERVICE FOR NON PAYMENT

~~A notice will be sent to the Customer stating that service will be terminated by a given date if payment is not received.~~

The City of Milford reserves the right to discontinue service FOR NON PAYMENT 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.

(See Section 15-A-3).

SUCH TERMINATION OF SERVICE WILL BE WITHOUT WRITTEN NOTICE.

Section 2. Dates.

City Council Introduction: May 29, 2012

Adoption Date: June 11, 2012 (Projected)

Effective Date: June 21, 2012 (Projected)



American Cancer Soceity  
P.O. Box 163  
Salisbury, MD 21803

June 1st, 2012

City Of Milford  
201 South Walnut Street  
Milford, De 19963

To Whom It may concern:

Its that time of year again when Relay For Life hits the Milford Middle School Track. The event will be on June 15<sup>th</sup> and June 16<sup>th</sup>, starting at 5:00pm on June 15<sup>th</sup> and ending at 6:30am on June 16<sup>th</sup>. With the event-taking place overnight, we will have entertainment all night. Please extend the noise ordinance in Milford on June 15<sup>th</sup> into June 16<sup>th</sup>. Please feel free to contact Lorna Petchey Chair at 302-725-7886 or Sarah Fox Co-Chair 302-535-4338 with any questions or concerns.

Respectfully Yours,

Lorna Petchey- Chair  
Sarah Fox- Co- Chair

Milford, Delaware, Code of Ordinances >> PART II - GENERAL LEGISLATION >> **Chapter 157 - NOISE**  
>>

## Chapter 157 - NOISE

*[HISTORY: Adopted by the City Council of the City of Milford 6-11-2001 by Ord. No. 6-2001. This ordinance also repealed former Ch. 157, Noise, adopted 6-28-1993. Amendments noted where applicable.]*

### GENERAL REFERENCES

Animals – See <a href="#">Ch. 79</a>	Peddling, soliciting and transient merchants – See <a href="#">Ch. 168</a>
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[§ 157-1. - Purpose, findings and scope.](#)

[§ 157-2. - Definitions.](#)

[§ 157-3. - General prohibition.](#)

[§ 157-4. - Noises prohibited.](#)

[§ 157-5. - Exemptions.](#)

[§ 157-6. - Enforcement.](#)

[§ 157-7. - Violations and penalties.](#)

[§ 157-8. - Severability.](#)

[§ 157-9. - Savings clause.](#)

[§ 157-10. - Effective date.](#)

### **§ 157-1. - Purpose, findings and scope.**

- A. This chapter is enacted to protect, preserve and promote the health, safety, welfare, peace and quiet of the citizens of the City of Milford through the reduction, control and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity.
- B. Findings.
  - (1) Loud and raucous noise degrades the environment of the City of Milford to a degree that:
    - (a) Is harmful to the health, welfare and safety of its inhabitants and visitors;
    - (b) Interferes with the comfortable enjoyment of life and property;
    - (c) Interferes with the well-being, tranquility and privacy of the home; and
    - (d) Both causes and aggravates health problems.
  - (2) Both the effective control and the elimination of loud and raucous noise are essential to the health and welfare of the City of Milford's inhabitants and visitors, and to the conduct of the normal pursuits of life, including recreation, work and communication.
  - (3) The use of sound amplification equipment creates loud and raucous noise that may, in a particular manner and at a particular time and place, substantially and unreasonably invade the privacy, peace and freedom of inhabitants of, and visitors to, the City of Milford.
  - (4)

Certain short-term easing of noise restrictions is essential to allow the construction and maintenance of structures, infrastructure and other elements necessary for the physical and commercial vitality of the City of Milford.

- C. This chapter applies to the control of all sound originating within the jurisdictional limits of the City of Milford.

### **§ 157-2. - Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

CITY MANAGER — The City Manager of the City of Milford or the City Manager's designee.

EMERGENCY — Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage demanding immediate attention.

EMERGENCY WORK — Any work performed for the purpose of preventing or alleviating physical trauma or property damage, whether actually caused or threatened by an emergency, or work by private or public utilities when restoring utility service.

NOISE-SENSITIVE AREA — Includes, but is not limited to, a posted area where a school, hospital, nursing home, church, court, public library or similar institution is located.

PERSON — Any individual, firm, association, partnership, joint venture, corporation or similar entity.

PUBLIC RIGHT-OF-WAY — Any street, avenue, boulevard, highway, sidewalk, alley or similar place normally accessible to the public which is owned or controlled by a government entity.

PUBLIC SPACE — Any real property or structures on real property, owned by a government entity and normally accessible to the public, including but not limited to parks and other recreational areas.

RESIDENTIAL AREA — Any real property which contains a structure or building in which one or more persons reside, provided that the structure or building is properly zoned, or is legally nonconforming, for residential use in accordance with the terms and maps of the City of Milford zoning ordinance.<sup>1[20]</sup>

### **§ 157-3. - General prohibition.**

- A. No person shall make, continue or cause to be made or continued:
- (1) Any unreasonably loud or raucous noise; or
  - (2) Any noise which unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity, within the jurisdictional limits of the City of Milford; or
  - (3) Any noise which is so harsh, prolonged, unnatural or unusual in time or place as to occasion unreasonable discomfort to any persons within the neighborhood from which said noises emanate, or as to unreasonably interfere with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to detrimentally or adversely affect such residences or places of business.
- B. Factors for determining whether a sound is unreasonably loud and raucous include, but are not limited to, the following:
- (1) The proximity of the sound to sleeping facilities, whether residential or commercial;
  - (2) The land use, nature and zoning of the area from which the sound emanates and the area where it is received or perceived;
  - (3) The time of day or night the sound occurs;
  - (4) The duration of the sound; and

- (5) Whether the sound is recurrent, intermittent or constant.

#### § 157-4. - Noises prohibited.

The following acts are declared to be per se violations of this chapter. This enumeration does not constitute an exclusive list:

- A. Unreasonable noises: the unreasonable making of, or knowingly and unreasonably permitting to be made, any unreasonably loud, boisterous or unusual noise, disturbance, commotion or vibration in any boarding facility, dwelling, place of business or other structure, or upon any public street, park or other place or building. The ordinary and usual sounds, noises, commotion or vibration incidental to the operation of these places when conducted in accordance with the usual standards of practice and in a manner which will not unreasonably disturb the peace and comfort of adjacent residences or which will not detrimentally affect the operators of adjacent places of business are exempted from this provision.
- B. Vehicle horns, signaling devices and similar devices: the sounding of any horn, signaling device or other similar device, on any automobile, motorcycle or other vehicle on any right-of-way or in any public space of the City of Milford for more than 10 consecutive sounds. The sounding of any horn, signaling device, or other similar device, as a danger warning is exempt from this prohibition.
- C. Nonemergency signaling devices: sounding or permitting the sounding of any amplified signal from any bell, chime, siren, whistle or similar device, intended primarily for nonemergency purposes, from any place for more than 10 consecutive seconds in an hourly period. The reasonable sounding of such devices by houses of religious worship, ice cream trucks, seasonable contribution solicitors or by the local government for traffic control purposes is exempt from the operation of this provision.
- D. Emergency signaling devices: the intentional sounding or permitting the sounding outdoors of any emergency signaling device, including fire, burglar, civil defense alarm, siren, whistle, or similar emergency signaling device, except in an emergency or except as provided in Subsection D(1) and (2) below.
- (1) Testing of an emergency signaling device shall occur between 7:00 a.m. and 7:00 p.m. Any testing shall use only the minimum cycle test time. In no case shall such test time exceed five minutes. Testing of the emergency signaling system shall not occur more than once in each calendar month.
- (2) Sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm shall terminate within 15 minutes of activation unless an emergency exists. If a false or accidental activation of an alarm occurs more than twice in a calendar month, the owner or person responsible for the alarm shall be in violation of this chapter.
- E. Radios, televisions, boomboxes, phonographs, stereos, musical instruments and similar devices: the use or operation of a radio, television, boombox, stereo, musical instrument or similar device that produces or reproduces sound in a manner that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and which unreasonably disturbs the peace, quiet and comfort of neighbors and passersby, or is plainly audible at a distance of 50 feet from any person in a commercial, industrial area or public space; the use or operation of a radio, television, boombox, stereo, musical instrument or similar device that produces or reproduces sound in a manner that is plainly audible to any persons other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and unreasonably disturbs the

peace, quiet and comfort of neighbors in residential or noise-sensitive areas, including multifamily or single-family dwellings.

- F. Loudspeakers, amplifiers, public address systems and similar devices:
- (1) The unreasonably loud and raucous use or operation of a loudspeaker, amplifier, public address system or other device for producing or reproducing sound between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 10:00 a.m. on weekends and holidays in the following areas:
    - (a) Within or adjacent to residential or noise-sensitive areas;
    - (b) Within public space if the sound is plainly audible across the real property line of the public space from which the sound emanates, and is unreasonably loud and raucous.
  - (2) This shall not apply to any public performance, gathering or parade for which a permit or permission has been obtained from City of Milford.
- G. Yelling, shouting and similar activities: yelling, shouting, hooting, whistling or signaling in residential or noise-sensitive areas or in public places, between the hours of 10:00 p.m. and 7:00 a.m., or at any time or place so as to unreasonably disturb the quiet, comfort or repose of reasonable persons of ordinary sensitivities.
- H. Animals and birds: unreasonably loud and raucous noise emitted by an animal or bird for which a person is responsible. A person is responsible for an animal if the person owns, controls or otherwise cares for the animal or bird. Sounds made by animals or birds in animal shelters, kennels, veterinary hospitals, pet shops or pet kennels, properly zoned for such use, are exempt from this subsection.
- I. Loading or unloading merchandise, materials, equipment: the creation of unreasonably loud, raucous and excessive noise in connection with the loading or unloading of any vehicle at a place of business or residence.
- J. Commercial construction or repair of buildings, excavation of streets and highways: the construction, demolition, alteration or repair of any building or the excavation of streets and highways other than between the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 8:00 a.m. and 4:00 p.m. on Saturdays. In cases of emergency, construction or repair noises are exempt from this provision. In nonemergency situations, a Building Inspector/Local Government Manager may issue a permit, upon application, if the Building Inspector/Local Government Manager determines that the public health and safety, as affected by loud and raucous noise caused by construction or repair of buildings or excavation of streets and highways between the hours of 7:00 p.m. and 7:00 a.m., will not be impaired, and if the Building Inspector/Local Government Manager further determines that loss or inconvenience would result to a party in interest. The permit shall grant permission in nonemergency cases for a period of not more than three days. The permit may be renewed once for a period of three days or less.
- [Amended 10-11-2004 by Ord. No. 2004-7]*
- K. Noise-sensitive areas - schools, courts, churches, hospitals and similar institutions: the creation of any unreasonably loud and raucous noise adjacent to any noise-sensitive area while it is in use, which unreasonably interferes with the workings of the institution or which disturbs the persons in these institutions; provided that conspicuous signs delineating the boundaries of the noise-sensitive area are displayed in the streets surrounding the noise-sensitive area.
- L. Motor vehicles, motors, blowers and similar devices: in residential or noise-sensitive areas, between the hours of 7:00 p.m. and 7:00 a.m., the operation of any noise-creating motor vehicle, motors, blower, power fan or any internal combustion engine, the operation of which

causes noise due to the explosion of operating gases or fluids, provided that the noise is unreasonably loud and raucous.

- M. Commercial establishments adjacent to residential property: unreasonably loud and raucous noise from the premises of any commercial establishment, including any outdoor area which is part of or under the control of the establishment, between the hours of 10:00 p.m. and 7:00 a.m. which is plainly audible at a distance of five feet from any residential property.

### § 157-5. - Exemptions.

Sounds caused by the following are exempt from the prohibitions set out in [§ 157-4](#) and are in addition to the exemptions specifically set forth in [§ 157-4](#):

- A. Motor vehicles on traffic ways of the City of Milford, provided that the prohibitions of [§ 157-4B](#) and L continue to apply.
- B. Repairs of utility structures which pose a clear and immediate danger to life, health, or significant loss of property.
- C. Sirens, whistles or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity or imminent danger, provided that the prohibition contained in [§ 157-4D](#) continues to apply.
- D. The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.
- E. Repairs or excavations of bridges, streets or highways by or on behalf of the City of Milford, the state or the federal government, between the hours of 7:00 p.m. and 7:00 a.m., when public welfare and convenience render it impractical to perform the work between 7:00 a.m. and 7:00 p.m.
- F. Outdoor school and playground activities: reasonable activities conducted on public playgrounds and public or private school grounds, which are conducted in accordance with the manner in which such spaces are generally used, including, but not limited to, school athletic and school entertainment events.
- G. Other outdoor events: outdoor gatherings, parades, public dances, shows and sporting events, and other similar outdoor events, provided that a permit or permission has been obtained from the appropriate permitting authority.

### § 157-6. - Enforcement.

- A. The following individuals shall enforce this chapter: the City Manager or Chief of Police will have primary responsibility for the enforcement of the noise regulations contained herein. Nothing in this chapter shall prevent the City Manager or Chief of Police from obtaining voluntary compliance by way of warning, notice or education.
- B. If a person's conduct would otherwise violate this chapter and consist of speech or communication; of a gathering with others to hear or observe speech or communication; or of a gathering with others to picket or otherwise express in a nonviolent manner a position on social, economic, political or religious questions; the person must be ordered to, and have the opportunity to, move, disperse or otherwise remedy the violation prior to arrest or a citation being issued.

### § 157-7. - Violations and penalties.

- A. A person who violates a provision of this chapter is guilty of a misdemeanor which is punishable by a fine not less than \$25 nor more than \$200.

- B. Each occurrence of a violation, or, in the case of continuous violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

**§ 157-8. - Severability.**

A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part of this chapter shall not affect the validity of the remaining parts to this chapter.

**§ 157-9. - Savings clause.**

A prosecution which is pending on the effective date of this chapter and which arose from a violation of an ordinance repealed by this chapter, or a prosecution which is started within one year after the effective date of this chapter arising from a violation of an ordinance repealed by this chapter, shall be tried and determined exactly as if the ordinance had not been repealed.

**§ 157-10. - Effective date.**

This chapter is effective on June 21, 2001.

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FOOTNOTE(S):

<sup>(20)</sup> 1. Editor's Note: See Ch. 230, Zoning. ([Back](#))

# City of Milford



## **PUBLIC NOTICE** **City of Milford Ordinance 2012-09**

Notice is hereby given the following ordinance is under review by the City of Milford Planning Commission and Milford City Council:

**AN ORDINANCE AMENDING THE 2008 COMPREHENSIVE PLAN BY REPLACING URBAN GROWTH BOUNDARY (MAP 4) AND FUTURE LAND USE (MAP 10).**

Section 1.

WHEREAS, the City Council of the City of Milford, on January 26, 2009, adopted the 2008 Comprehensive Plan pursuant to Title 22, Section 702 of the Delaware Code; and

WHEREAS, the Honorable Jack Markell, Governor of the State of Delaware, certified the 2008 Comprehensive Plan on July 7, 2009; and

WHEREAS, the 2008 Comprehensive Plan, as amended on July 25, 2011, allows for an amendment process; and

WHEREAS, the City of Milford has requested an amendment to the Urban Growth Boundary (Map 4) and Future Land Use (Map 10), in accordance with the process set forth in the 2008 Comprehensive Plan; and

WHEREAS, the Planning Commission held a public hearing on June 19, 2012, after which the Commission made a recommendation in regards to the proposed amendments to the Urban Growth Boundary Map and Future Land Use Map related to the above request.

**NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:** the City Council of the City of Milford hereby amends the 2008 City of Milford Comprehensive Plan, by replacing the reference maps herein as presented to City Council on June 25, 2012.

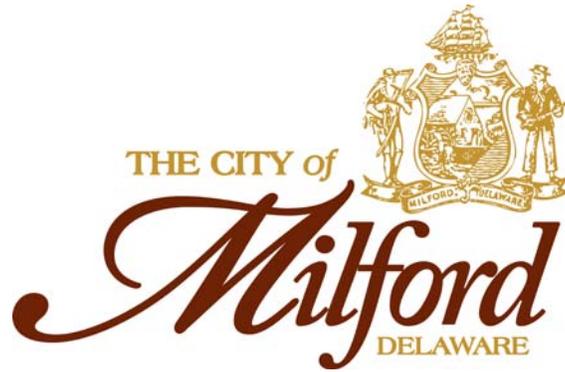
Section 2.

Council Introduction: June 11, 2012

Planning Commission Hearing: June 19, 2012

Council Hearing & Adoption: June 25, 2012

Effective Date: July 5, 2012



ELECTRIC DEPARTMENT  
(302) 422-1110 FAX (302) 422-1117

180 VICKERS DRIVE  
MILFORD, DE 19963

[www.cityofmilford.com](http://www.cityofmilford.com)

### **Invitation to Bid**

The City of Milford is accepting sealed bids for the construction of a 20' Wide Stabilized Construction Entrance with 36" Culvert, Roadway, and Storm Water Management Pond at Farmview. Sealed Bids will be received by the City of Milford, 201 S. Walnut Street, Milford, Delaware until 2:00 p.m., Friday, June 1, 2012, and then at said office publicly opened and read aloud.

Specifications are available at the City of Milford Public Works Facilities, 180 Vickers Drive, Milford, Delaware or electronically by calling (302) 422-6616 x 135.

Mailing Address: City of Milford  
Attn: City Clerk  
201 S. Walnut Street  
Milford, DE 19963

Bids must be clearly marked "***Sealed Bid-Farmview Entrance, Roadway, Storm Water Pond-Attn: Jenn Anderson***". Award of the bid will be made at the next regularly scheduled City Council meeting.

The City of Milford reserves the right to reject ANY AND ALL BIDS and to waive any informality within the bids.

## INFORMATION FOR BIDDERS

Bids for the construction of a 20' Wide Stabilized Construction Entrance with 36" Culvert, Roadway, and Storm Water Management Pond at Farmview will be received by the City of Milford at City Hall, 201 S. Walnut Street, Milford, Delaware until 2:00 p.m., Friday, June 1, 2012, and then at said office publicly open and read aloud.

Each Bid must be submitted in a sealed envelope addressed to City Clerk, 201 S. Walnut St., Milford, DE 19963. Each sealed envelope containing a bid must be plainly marked on the outside as **"Sealed Bid-Farmview Entrance, Roadway, Storm Water Pond-Attn: Jenn Anderson"**, and the envelope should bear on the outside the name of the Bidder and his address.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink, and the Bid form must be fully completed and executed when submitted. **The City of Milford requires two (2) copies of the Bid form and any supporting bid documents from the Bidder if applicable.**

The City of Milford may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Milford and the Bidder.

Information obtained from an officer, agent, or employee of the City of Milford or any other person shall not affect the risks of obligations assumed by the Bidder or relieve him from fulfilling any of the conditions of the Bid Document.

Each Bidder is responsible for reading and being thoroughly familiar with the Bidding Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to his Bid.

It is the intent of the following specifications to set up minimum requirements for the construction of a 20' Wide Stabilized Construction Entrance with 36" Culvert, Roadway, and Storm Water Management Pond at Farmview that will be provided by the successful Bidder, as per the following specifications. The specifications must be considered as minimum requirements. If it is necessary to bid alternate material/equipment/etc. or take exceptions to these specifications as set forth, it must be stated so in the bid. **All material/services MUST comply with DELDOT and Conservation District Regulations.** Each Bidder must clearly indicate whether or not his bid is in compliance with each item listed. Any Bidder found to have bid exceptions or alternates and has not indicated such may have his bid disqualified.

Proposal of: **Farmview-20' Wide Stabilized Construction Entrance, Roadway, Storm Water Pond**

To the City of Milford,

In compliance with the Request for Proposal, Bidder hereby proposes to construct a 20 ' Wide Stabilized Construction Entrance with 36" Culvert, Roadway, and Storm Water Management Pond at Farmview in strict accordance with the specifications and at the price stated below.

By Submission of this Proposal, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication or agreement as to any matter relating to this Proposal with any other Bidder or with any other competitor.

---

**20' Wide Stabilized Construction Entrance with 36" Culvert (60 LF Class 3 36" RCP)**

***\*\*Refer to Attachment 1 (PAGE SWM-4) for detailed specifications***

EXCEPTIONS: \_\_\_\_\_

\_\_\_\_\_

**Roadway**

***\*\*Refer to Attachment 1 (PAGE SWM-5 Entrance Road Cross Section) for detailed specifications***

EXCEPTIONS: \_\_\_\_\_

\_\_\_\_\_

**Storm Water Management Pond, Outlet Structure Detail, Channel**

***\*\*Refer to Attachment 1 (PAGE SWM-4) for detailed specifications***

EXCEPTIONS: \_\_\_\_\_

\_\_\_\_\_

**Total Bid Price      \$ \_\_\_\_\_ . \_\_\_\_\_**

---

**Estimated Start Date:** \_\_\_\_\_ \*

**Estimated Length of Job:** \_\_\_\_\_ \*

\*This will be a factor in determining bid acceptance.

---

**Bidder Information:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_



ELECTRIC DEPARTMENT  
(302) 422-1110 FAX (302) 422-1117

[www.cityofmilford.com](http://www.cityofmilford.com)

180 VICKERS DRIVE  
MILFORD, DE 19963

## **Amendment 1**

### **ROADWAY-Proposed Aggregate Surface**

#### ***Crushed Concrete***

-720' (16' wide) crushed concrete stone drive (6" graded aggregate)

-160' (20' wide) crushed concrete stone transitional entrance (6" graded aggregate)

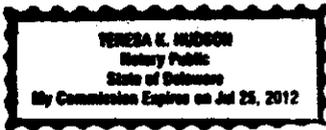
CITY OF MILFORD ELECTRIC

**FARMVIEW ENTRANCE, ROADWAY, RETENTION POND**

**BID DATE: FRIDAY, JUNE 1, 2012  
2:00 P.M.**

BIDDER	<u>Gateway Const.</u>	<u>Lenoy Betts</u>	<u>Christiana Sec.</u>	<u>Kent Const.</u>	<u>David Bramble</u>
ADDENDUM NO. 1	<u>yes</u>	<u>yes</u>	<u>yes</u>	<u>yes</u>	<u>yes</u>
BID BOND	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<b>SECTION 1:</b> 20' WIDE STABILIZED CONSTRUCTION ENTRANCE	<u>\$19,200.00</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
EXCEPTIONS:	<u>yes</u>	<u>yes</u>	<u>yes</u>	<u>yes permits</u>	<u>yes</u>
<b>SECTION 2:</b> ROADWAY	<u>\$28,000.00</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
EXCEPTIONS:	<u>yes</u>	<u>yes</u>	<u>yes</u>	<u>yes-permits</u>	
<b>SECTION 3:</b> STORM RETENTION POND	<u>\$24,000.00</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
EXCEPTIONS:	<u>yes</u>	<u>no</u>	<u>yes</u>	<u>yes-permits</u>	
<b>TOTAL BID PRICE:</b>	<u>\$71,200.00</u>	<u>\$77,167.00</u>	<u>\$97,180.00</u>	<u>\$118,730.00</u>	<u>\$167,912.00</u>
<b>START DATE:</b>	<u>6/4/12</u>	<u>6/11/12</u>	<u>5 days of notice</u>	<u>6/5/11</u>	<u>7/9/12</u>
<b>LENGTH OF JOB:</b>	<u>4 weeks</u>	<u>6/22/12</u>	<u>18 working days</u>	<u>24 days</u>	<u>60 calendar days</u>

By  
*Teresa W. Was*

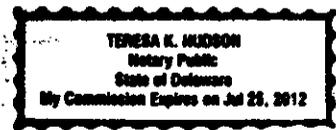


**FARMVIEW ENTRANCE, ROADWAY, RETENTION POND**

**BID DATE: FRIDAY, JUNE 1, 2012  
2:00 P.M.**

<b>BIDDER</b>	<u>Lakeview Const.</u>	<u>Swain Const.</u>	<u>Utility Site, Inc.</u>	_____	_____
<b>ADDENDUM NO. 1</b>	<u>YES</u>	<u>YES</u>	<u>YES</u>	_____	_____
<b>BID BOND</b>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<b>SECTION 1: 20' WIDE STABILIZED CONSTRUCTION ENTRANCE</b>	<u>—</u>	<u>—</u>	<u>—</u>	_____	_____
<b>EXCEPTIONS:</b>	<u>YES</u>	<u>YES no blacktop</u>	<u>YES</u>	_____	_____
<b>SECTION 2: ROADWAY</b>	<u>—</u>	<u>—</u>	<u>—</u>	_____	_____
<b>EXCEPTIONS:</b>	<u>YES</u>	<u>no</u>	<u>YES</u>	_____	_____
<b>SECTION 3: STORM RETENTION POND</b>	<u>—</u>	<u>—</u>	<u>—</u>	_____	_____
<b>EXCEPTIONS:</b>	<u>YES</u>	<u>no</u>	<u>no</u>	_____	_____
<b>TOTAL BID PRICE:</b>	<u>\$ 139,311.00</u>	<u>\$ 47,654.00</u>	<u>\$ 109,730.00</u>	_____	_____
<b>START DATE:</b>	<u>2-3 wks after contract</u>	<u>1 week</u>	<u>7/9/12</u>	_____	_____
<b>LENGTH OF JOB:</b>	<u>4-6 weeks often approx in drawings</u>	<u>2 weeks</u>	<u>30 working days</u>	_____	_____

C By  
*Teresa K. Mudd*



# City of Milford



## RESOLUTION 2012-07

### ACCEPTING THE OFFER OF DEDICATION AND MAINTENANCE RESPONSIBILITY OF A PORTION OF LIGHTHOUSE ESTATES DRIVE

**WHEREAS**, on February 10, 2010, Pastor Royce Andrus on behalf of Lighthouse Christian Center submitted correspondence requesting the dedication of a portion of Lighthouse Estates Drive to the City of Milford; and

**WHEREAS**, it has become customary for the City of Milford to adopt a resolution upon the filing of a written request for a street dedication, however, that condition was overlooked at the time; and

**WHEREAS**, the City Engineer has determined that all required improvements to Lighthouse Estates Drive from the former Carpenter Pit Road to the Lighthouse Estates Subdivision Entrance/Hampton Inn were completed in accordance with city regulations; and

**WHEREAS**, the offer and acceptance of the dedication, completed in 2010, is being presented to council for record keeping purposes; and

**WHEREAS**, the portion of Lighthouse Estates Drive being dedicated for public use is highlighted on the attached map; and

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Milford during a regular session of Council, by a favorable majority vote, confirms the acceptance of a portion of Lighthouse Estates Drive that was dedicated for public use into the City of Milford's street system and whereby the City of Milford officially assumes responsibility for the future maintenance and repair of that portion of Lighthouse Estates Drive.

**BE IT FURTHER RESOLVED** that the Delaware traffic laws regulating the speed of vehicles at twenty-five miles per hour in a residential district shall become applicable

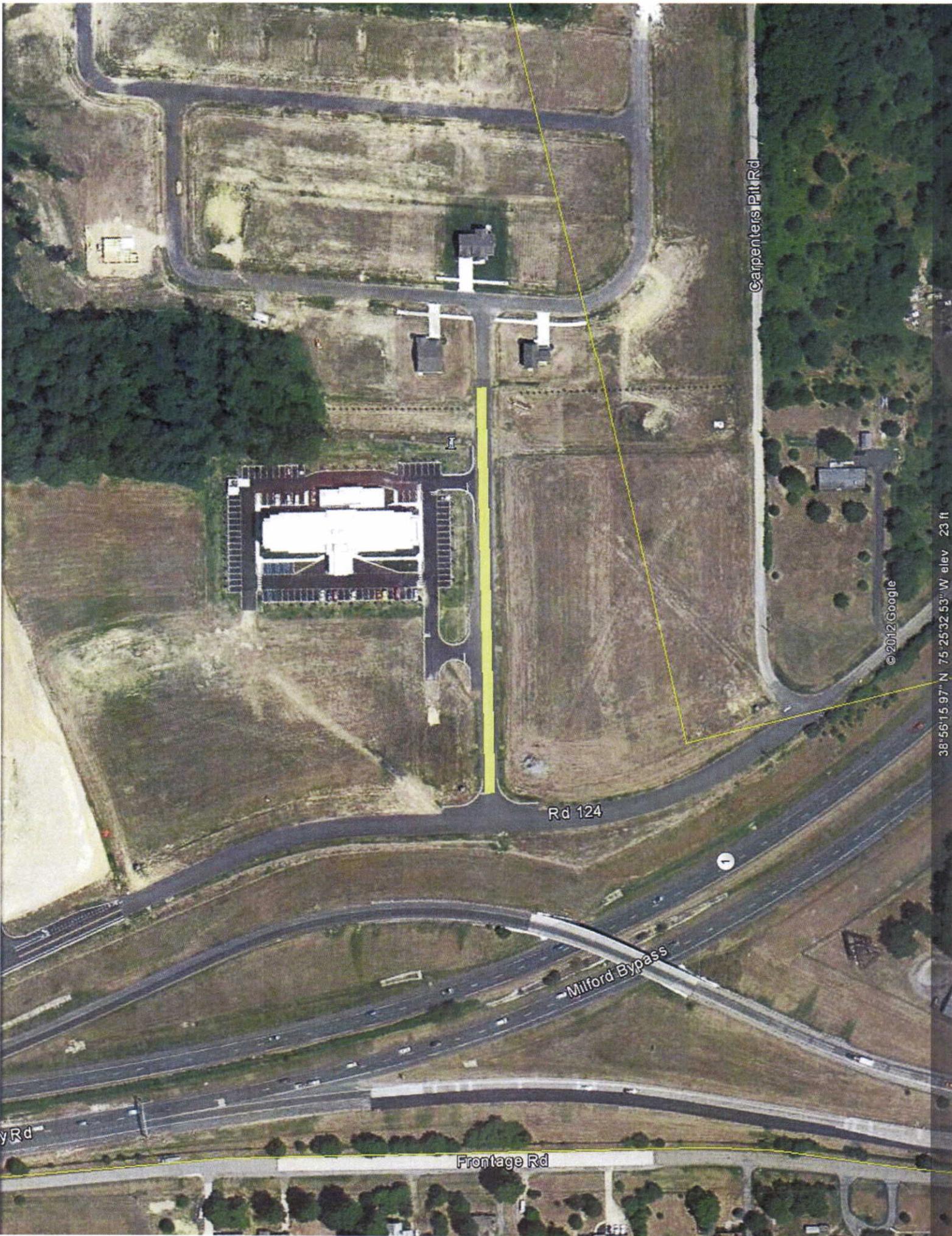
---

Mayor Joseph Ronnie Rogers

Attest: \_\_\_\_\_  
Terri K. Hudson, City Clerk

Adopted: June 11, 2012

Attachment



Carpenters Pitt Rd

Rd 124

Milford Bypass

Frontage Rd

© 2012 Google

38°56'15.97" N 75°25'32.53" W elev 23 ft



LIGHTHOUSE  
CHRISTIAN CENTER

February 1, 2010

Mark Mallamo  
City of Milford  
PO Box 159  
Milford, DE 19963

Dear Mark:

This letter is to request the dedication of the Lighthouse Estates Drive to the City of Milford. The road construction is complete up to the Lighthouse Estates entrance and has been built according to all specified requirements.

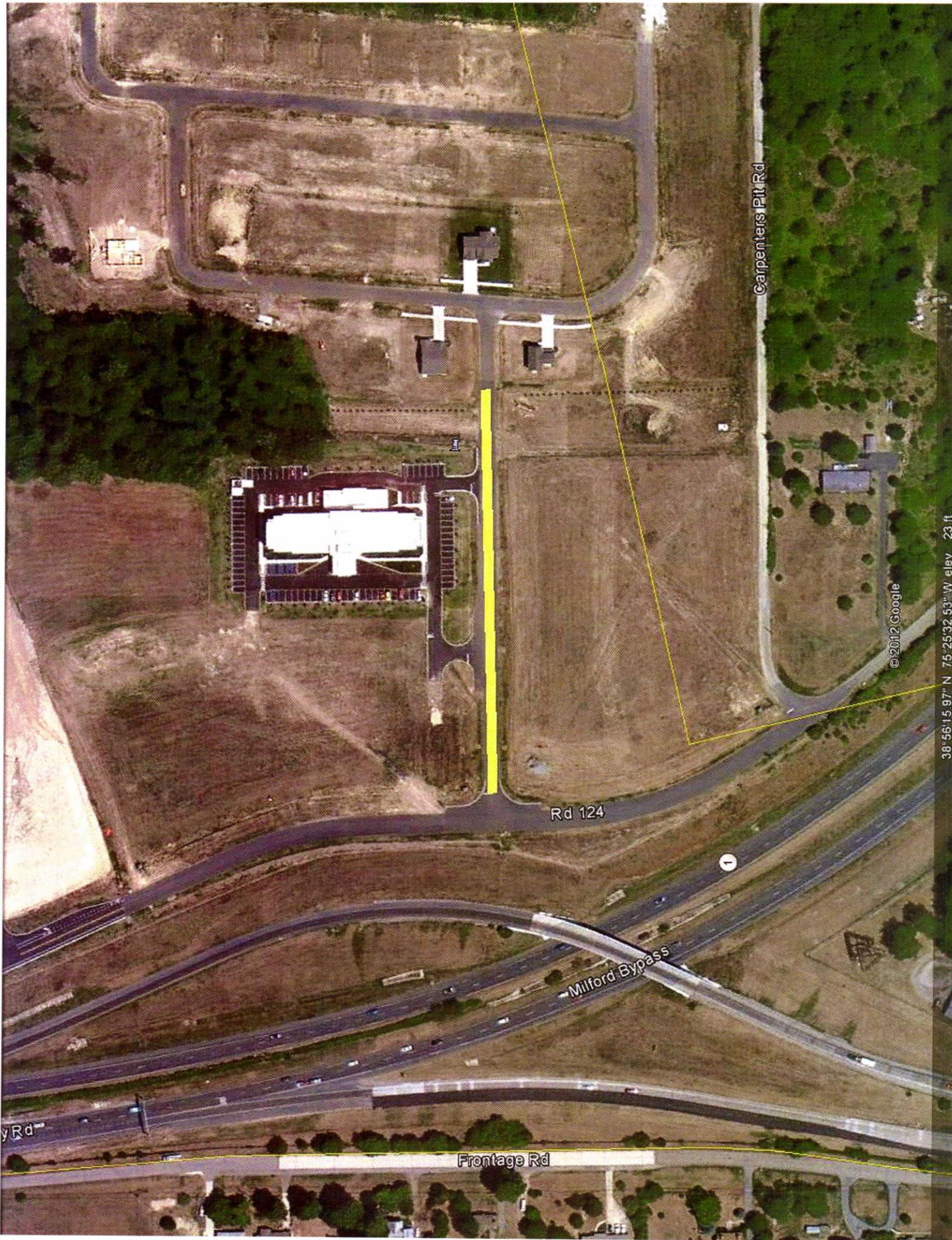
Please inform us as to the procedures for completing this request.

Thank you.

Sincerely,

  
Royce Andrus





© 2012 Google

38°56'15.97" N 75°25'32.53" W elev 23 ft

## Terri Hudson

---

**From:** Mark S. Mallamo  
**Sent:** Wednesday, May 23, 2012 3:27 PM  
**To:** Richard D. Carmean  
**Cc:** Terri Hudson; Christine R. Crouch  
**Subject:** recommended possible council actions  
**Attachments:** Lighthouse dedication rqst.pdf; Bonding Chapter 200 Subdivison Land.docx

Richard,

Two documents are attached for your consideration of having council approval.

1. Is a letter from Lighthouse Christian Center requesting dedication of a portion of road leading to Lighthouse Estates. The part for dedication runs from the state maintained road (formerly carpenter pit road) to the Hampton Inn. The road is complete and satisfactory, and I can recommend acceptance without bond (as was done for Hearthstone) considering it has been in use for 2 years. Also the bond for the streets in Lighthouse Estates is in place. For some background there are 2 owners involved, Fowler and Sons own the residential subdivision and Lighthouse Christian Center still owns the commercial properties along the former Carpenter Pit road. This request for dedication was not presented to council when the letter was received considering the code does not clearly require such action.
2. Suggested revision to chapter 200 to require a development agreement and reinstate bonding requirements and clarification of the dedication process for streets and utilities.

I will **not** be available for the Council meeting on the 29<sup>th</sup>.

*Mark S. Mallamo P.E.*  
*City Engineer*  
*City of Milford*  
*Ph. 302-422-6616 ext 131*  
*Fax 302-422-1119*  
[\*mmallamo@milford-de.gov\*](mailto:mmallamo@milford-de.gov)

FY 2011-2012 Budget Amendment Request:

General Funds Transfer of \$1,174.19

into

101-1210-414.10-10/Election-Salaries

Budgeted amount insufficient to cover both referendum and general  
election costs

**CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 BUDGET SUMMARY ANALYSIS**

<b>DEPARTMENT</b>	<b>OPERATIONS &amp; MAINTENANCE</b>	<b>DEBT SERVICE</b>	<b>CAPITAL</b>	<b>TOTAL EXPENDITURES</b>
<b>GENERAL FUND</b>				
ADMINISTRATION	\$553,155	\$0	\$0	\$553,155
PLANNING & ZONING	\$163,085	\$0	\$0	\$163,085
CODE ENF & INSPECTION	\$197,090	\$0	\$0	\$197,090
FINANCE	\$381,950	\$0	\$0	\$381,950
INFORMATION TECH.	\$339,715	\$0	\$61,575	\$401,290
POLICE	\$4,074,635	\$0	\$112,500	\$4,187,135
STREETS	\$830,130	\$46,095	\$75,000	\$951,225
PARKS & RECREATION	\$714,295	\$0	\$360,000	\$1,074,295
COUNCIL	\$567,610	\$0	\$18,275	\$585,885
<b>TOTAL GENERAL FUND</b>	<b>\$7,821,665</b>	<b>\$46,095</b>	<b>\$627,350</b>	<b>\$8,495,110</b>
<b>WATER</b>	<b>\$1,404,500</b>	<b>\$845,500</b>	<b>\$80,000</b>	<b>\$2,330,000</b>
<b>SEWER</b>	<b>\$2,840,235</b>	<b>\$633,685</b>	<b>\$35,000</b>	<b>\$3,508,920</b>
<b>SANITATION</b>	<b>\$1,094,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,094,000</b>
<b>ELECTRIC</b>	<b>\$22,774,335</b>	<b>\$645,440</b>	<b>\$266,725</b>	<b>\$23,686,500</b>
<b>TOTAL BUDGET</b>	<b>\$35,934,735</b>	<b>\$2,170,720</b>	<b>\$1,009,075</b>	<b>\$39,114,530</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 REVENUE

GENERAL FUND PAGE 2

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
101-0000	<b>GENERAL FUND REVENUE</b>			
399-10-00	<b>FUND BALANCE-GENERAL FUND</b>	180,400	246,235	163,735
390-10-10	<b>GENERAL FUND CAPITAL RESERVES</b>	226,000	255,500	334,705
394-10-00	<b>MUNICIPAL STREET AID</b>	0	195,000	0
	<b>REAL ESTATE TAX</b>			
311-10-10	REAL ESTATE TAX: CURRENT LEVY	2,947,377	2,989,155	3,483,380
311-10-30	REAL ESTATE: PENALTIES	15,000	15,000	25,000
319-20-10	REAL ESTATE TRANSFER FEE CAPITAL	152,100	0	0
319-20-15	REAL ESTATE TRANSFER FEE POLICE	500,000	500,000	500,000
	<b>TOTAL REAL ESTATE TAXES</b>	<b>3,614,477</b>	<b>3,504,155</b>	<b>4,008,380</b>
	<b>LICENSES &amp; PERMITS</b>			
319-10-10	BUSINESS & MERCHANTILE LICENSE	35,000	35,000	35,000
319-10-20	RENTAL LICENSE	85,000	85,000	85,000
322-10-00	BUILDING PERMIT FEES	30,000	50,000	60,000
322-15-00	PLANNING & ZONING FEES	40,000	20,000	25,000
328-10-30	GRASSCUTTING REVENUE	0	0	5,000
	<b>TOTAL LICENSES &amp; PERMITS</b>	<b>190,000</b>	<b>190,000</b>	<b>210,000</b>
	<b>POLICE DEPARTMENT</b>			
342-10-10	FINES	150,000	130,000	150,000
342-10-60	MISCELLANEOUS REVENUE	1,000	5,000	3,000
342-10-90	ACCIDENT COPIES	8,000	9,000	9,000
342-10-70	STATE POLICE PENSION	130,000	135,000	130,000
342-10-92	SALE OF VEHICLES & EQUIPMENT	0	5,000	5,000
342-10-98	SPECIAL DUTY OVERHEAD	0	3,000	3,000
	<b>TOTAL POLICE DEPARTMENT</b>	<b>289,000</b>	<b>287,000</b>	<b>300,000</b>

**CITY OF MILFORD  
BUDGET FISCAL YEAR 2012-2013  
REVENUE**

**GENERAL FUND PAGE 3**

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
	<b>GENERAL FUND REVENUE</b>			
	<b>MISCELLANEOUS REVENUE</b>			
359-10-10	WAWA LAND LEASE	100,000	0	0
359-10-20	SPRINT TOWER RENTAL	15,700	15,700	16,480
359-10-25	VERIZON TOWER RENTAL	20,400	20,400	22,845
359-10-30	AT&T TOWER RENTAL	16,800	16,800	16,800
359-10-40	CHESAPEAKE GAS	26,000	35,000	38,000
359-10-45	LAND RENT-FISHER AVENUE	7,200	0	0
359-10-50	CATV FRANCHISE FEES	93,000	93,000	95,000
359-10-55	POLE RENTAL FEES-CATV	6,835	6,835	6,835
359-10-60	FIBER OPTIC RENTAL	7,840	23,300	26,350
359-10-65	CEMETERY FUNDS	30,000	30,000	32,000
359-10-99	MISCELLANEOUS REVENUE	1,000	1,000	1,000
361-10-00	EARNINGS ON INVESTMENTS	22,000	20,000	7,500
	<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>346,775</b>	<b>262,035</b>	<b>262,810</b>
391-10-10	OTHER - INTERDEPARTMENTAL	715,480	715,480	715,480
391-10-50	ELECTRIC DIVISION	2,500,000	2,500,000	2,500,000
	<b>TOTAL TRANSFERS- GENERAL FUND</b>	<b>3,215,480</b>	<b>3,215,480</b>	<b>3,215,480</b>
130-0000- 341-40-10	<b>ENGINEERING &amp; INSPECTION FEES</b>	<b>40,000</b>	<b>0</b>	<b>0</b>
	<b>TOTAL GENERAL FUND REVENUES</b>	<b>8,102,132</b>	<b>8,155,405</b>	<b>8,495,110</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

PAGE 4A-1  
 CITY ADMINISTRATION

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
<b>GENERAL GOVERNMENT</b>				
<b>ADMINISTRATION</b>				
101-1010				
413-10-10	SALARIES & WAGES	217,300	283,655	295,215
413-10-11	SALARIES & WAGES-VACATION SELLBACK	1,910	1,950	2,040
413-10-12	SALARIES & WAGES-HEALTH INS. REIMB	920	920	365
413-10-30	SALARIES & WAGES-OVERTIME	3,000	3,000	3,000
413-30-10	CONTRACT SERVICES	2,700	1,000	1,000
413-30-11	CONTRACT SERVICES-TAX ASSESSOR	0	0	30,000
413-30-20	LEGAL SERVICE	15,000	20,000	18,000
413-30-30	AUDITING SERVICE	1,000	1,000	1,000
413-30-60	RECORDS RETENTION	7,500	3,000	3,000
413-40-29	MAINT. & REPAIR - VEHICLES LABOR	500	900	900
413-40-30	MAINT. & REPAIR - VEHICLES	250	250	250
413-40-31	COST ALLOCATION-CITY HALL BUILDING	10,840	11,600	13,650
413-44-20	POD STORAGE RENTAL	12,065	5,400	5,600
413-50-20	INSURANCE & BONDING	3,975	4,400	4,600
413-50-31	CELLPHONE	1,100	2,000	2,000
413-50-40	ADVERTISING & PRINTING	24,000	12,000	12,000
413-50-62	CAMA SOFTWARE	0	0	5,700
413-50-90	TRAINING	7,000	5,000	5,000
413-60-10	MATERIALS & SUPPLIES	4,000	4,000	5,000
413-60-11	GENERAL EXPENSE	6,000	6,000	7,000
413-60-12	COMPUTER	0	0	2,000
413-60-13	COPIER	3,000	2,500	2,500
413-60-15	POSTAGE	1,600	800	800
413-60-17	GASOLINE & OIL	4,200	3,000	3,000
413-67-11	DISCRETIONARY FUNDS	25,000	25,000	25,000
	<b>TOTAL ADMIN. GEN. EXPENSE</b>	<b>352,860</b>	<b>397,375</b>	<b>448,620</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
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PAGE 4A-2  
 CITY ADMINISTRATION

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
101-1010	<b>GENERAL GOVERNMENT EMPLOYEE BENEFITS</b>			
413-20-10	MEDICAL	35,660	52,025	42,360
413-20-20	SOCIAL SECURITY	16,475	22,745	24,030
413-20-30	RETIREMENT	26,510	33,185	32,800
413-20-50	UNEMPLOYMENT COMPENSATION	820	1,400	1,055
413-20-60	WORKMAN'S COMPENSATION	1,090	1,445	1,535
413-20-70	GROUP LIFE INSURANCE	2,570	3,330	2,755
413-20-80	RETIREE MEDICAL BENEFITS	14,000	14,000	0
	<b>TOTAL EMPLOYEE BENEFITS</b>	97,125	128,130	104,535
	<b>TOTAL GEN. GOV'T. - O &amp; M</b>	449,985	525,505	553,155
413-70-40	CAPITAL-EQUIPMENT	0	0	0
413-70-42	CAPITAL-VEHICLE	0	0	0
	<b>TOTAL GENERAL GOV. CAPITAL</b>	0	0	0
	<b>TOTAL GENERAL GOVERNMENT</b>	449,985	525,505	553,155

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

PAGE 4B-1  
 PLANNING & ZONING

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
101-1035	<b>GENERAL GOVERNMENT ADMINISTRATION</b>			
419-10-10	SALARIES & WAGES	119,250	76,955	80,255
419-10-30	SALARIES & WAGES-OVERTIME	5,000	4,500	4,500
419-30-20	LEGAL SERVICE	10,000	7,000	10,000
419-30-30	AUDITING SERVICE	1,000	1,000	1,000
419-30-50	ENGINEERING	15,000	5,000	2,500
419-40-29	MAINT. & REPAIR - VEHICLE LABOR	500	500	500
419-40-30	MAINT. & REPAIR - VEHICLES	250	250	250
419-50-20	INSURANCE & BONDING	300	600	600
419-50-31	CELLPHONE	1,100	900	900
419-50-90	TRAINING	8,500	5,500	3,000
419-60-10	MATERIALS & SUPPLIES	3,000	3,000	2,000
419-60-11	GENERAL EXPENSE	1,000	1,000	1,000
419-60-13	COPIER	1,500	1,500	3,400
419-60-15	POSTAGE	1,500	1,000	1,000
419-60-17	GASOLINE & OIL	300	300	300
419-90-80	BUILDING MAINT.-XFER TO CITY HALL	7,226	7,385	9,100
	<b>TOTAL ADMIN. GEN. EXPENSE</b>	<b>175,426</b>	<b>116,390</b>	<b>120,305</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

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 PLANNING & ZONING

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
101-1035	<b>GENERAL GOVERNMENT</b>			
	<b>EMPLOYEE BENEFITS</b>			
419-20-10	MEDICAL	24,005	24,005	24,005
419-20-20	SOCIAL SECURITY	9,310	5,965	6,240
419-20-30	RETIREMENT	14,550	9,935	10,615
419-20-50	UNEMPLOYMENT COMPENSATION	550	685	685
419-20-60	WORKMAN'S COMPENSATION	660	380	405
419-20-70	GROUP LIFE INSURANCE	1,410	910	830
	<b>TOTAL EMPLOYEE BENEFITS</b>	50,485	41,880	42,780
	<b>TOTAL GEN. GOV'T. - O &amp; M</b>	225,911	158,270	163,085
419-70-40	CAPITAL-EQUIPMENT	0		
419-70-42	CAPITAL-VEHICLE	0		
	<b>TOTAL GENERAL GOV. CAPITAL</b>	0		
	<b>TOTAL GENERAL GOVERNMENT</b>	225,911	158,270	163,085

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

PAGE 4C-1  
 CODE ENFORCEMENT & INSPECTION

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13	=
101-1045	<b>GENERAL GOVERNMENT ADMINISTRATION</b>				=
429-10-10	SALARIES & WAGES	96,170	98,945	102,265	=
429-10-30	SALARIES & WAGES-OVERTIME	2,000	1,000	1,000	=
429-30-20	LEGAL SERVICE	2,000	4,000	5,000	=
429-30-30	AUDITING SERVICE	1,000	1,000	1,000	=
429-30-50	ENGINEERING	0	0	1,000	=
429-40-29	MAINT. & REPAIR - VEHICLE LABOR	1,000	1,000	1,400	=
429-40-30	MAINT. & REPAIR - VEHICLES	1,000	1,000	1,000	=
429-50-20	INSURANCE & BONDING	1,405	1,400	1,500	=
429-50-31	CELLPHONE	2,500	1,200	1,200	=
429-50-90	TRAINING	4,000	3,000	3,000	=
429-60-10	MATERIALS & SUPPLIES	2,500	2,500	2,500	=
429-60-11	GENERAL EXPENSE	2,500	2,500	2,500	=
429-60-12	COMPUTER	2,000	0	0	=
429-60-15	POSTAGE	3,500	2,500	2,500	=
429-60-17	GASOLINE & OIL	2,000	1,400	2,500	=
429-60-18	UNIFORMS	1,000	1,000	1,000	=
429-68-10	DEMOLITIONS	15,000	0	4,000	=
429-68-20	PROPERTY MAINTENANCE	10,000	3,000	16,000	=
429-90-80	BUILDING MAINT.-XFER TO CITY HALL	10,840	11,600	9,100	=
	<b>TOTAL ADMIN. GEN. EXPENSE</b>	<b>160,415</b>	<b>137,045</b>	<b>158,465</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

PAGE 4C-2  
 CODE ENFORCEMENT & INSPECTION

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
101-1045	<b>GENERAL GOVERNMENT</b>			
	<b>EMPLOYEE BENEFITS</b>			
429-20-10	MEDICAL			
429-20-20	SOCIAL SECURITY	10,300	10,300	17,310
429-20-30	RETIREMENT	7,635	7,795	7,910
429-20-50	UNEMPLOYMENT COMPENSATION	9,590	10,265	10,920
429-20-60	WORKMAN'S COMPENSATION	550	685	685
429-20-70	GROUP LIFE INSURANCE	585	555	585
		1,145	1,170	1,215
	<b>TOTAL EMPLOYEE BENEFITS</b>	29,805	30,770	38,625
	<b>TOTAL GEN. GOV'T. - O &amp; M</b>	190,220	167,815	197,090
429-70-42	CAPITAL-VEHICLE	0		
	<b>TOTAL GENERAL GOV. CAPITAL</b>	0		
	<b>TOTAL GENERAL GOVERNMENT</b>	190,220	167,815	197,090

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
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CITY HALL BUILDING : O&M PAGE 5

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13	=
225-6320	<b>CITY HALL COST ALLOCATION</b>				=
481-15-10	TEMPORARY WAGES-CLEANING	10,000	7,000	0	=
481-30-10	CONTRACT SERVICES	1,000	3,300	5,300	=
481-30-15	CLEANING SERVICE	0	0	6,100	=
481-30-30	AUDITING SERVICES	0	0	1,000	=
481-40-31	BUILDING MAINT. & REPAIRS	12,000	12,000	12,000	=
481-50-30	TELEPHONE	8,000	8,000	2,500	=
481-60-10	MATERIALS & SUPPLIES	2,000	2,000	2,000	=
481-60-15	POSTAGE MACHINE	0	0	2,000	=
481-60-22	ELECTRIC	14,000	18,000	15,000	=
481-60-23	WATER	1,200	1,200	1,200	=
481-60-24	FUEL OIL	6,000	6,500	7,500	=
	<b>CITY HALL BUILDING EXPENSES</b>	54,200	58,000	54,600	=
225-0000					=
331-10-01	LESS INTERSERVICE BILLING-CITY ADMIN.	10,840	11,600	13,650	=
331-10-02	LESS INTERSERVICE BILLING-CITY COUNCIL	10,840	11,600	13,650	=
331-10-03	LESS INTERSERVICE BILLING-CODE ENF.	10,840	11,600	9,100	=
331-10-04	LESS INTERSERVICE BILLING-IT	10,840	11,600	9,100	=
331-10-05	LESS INTERSERVICE BILLING-P&Z	7,226	7,735	9,100	=
	<b>NET CITY HALL COST</b>	0	0	0	=

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

PAGE 6A  
 FINANCE

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
<b>GENERAL GOVERNMENT</b>				
101-1310	<b>ADMINISTRATION</b>			
415-10-10	SALARIES & WAGES	230,985	240,550	246,890
415-10-11	SALARIES & WAGES-VACATION SELLBACK	3,640	3,795	3,910
415-30-10	CONTRACT SERVICES	3,000	3,000	3,000
415-30-15	CLEANING SERVICES	8,500	8,500	8,500
415-30-30	AUDITING SERVICE	1,000	1,000	1,000
415-50-20	INSURANCE & BONDING	300	0	0
415-50-30	TELEPHONE	3,800	2,900	1,600
415-50-31	CELLPHONE	1,100	1,000	1,000
415-50-90	TRAINING	12,000	9,000	8,000
415-60-10	MATERIALS & SUPPLIES	10,000	9,000	8,000
415-60-11	GENERAL EXPENSE	3,000	2,000	2,000
415-60-12	COMPUTER	4,000	4,000	4,000
415-60-13	COPIER	1,000	1,000	1,000
415-60-15	POSTAGE	3,000	3,000	3,000
	<b>TOTAL ADMIN. GEN. EXPENSE</b>	<b>285,325</b>	<b>288,745</b>	<b>291,900</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
<b>GENERAL GOVERNMENT</b>				
<b>EMPLOYEE BENEFITS</b>				
415-20-10	MEDICAL	23,115	23,115	23,115
415-20-20	SOCIAL SECURITY	18,615	19,195	19,810
415-20-30	RETIREMENT	28,180	30,135	31,700
415-20-50	UNEMPLOYMENT COMPENSATION	1,095	1,365	1,365
415-20-60	WORKMAN'S COMPENSATION	865	865	910
415-20-70	GROUP LIFE INSURANCE	2,735	2,835	2,925
<b>TOTAL EMPLOYEE BENEFITS</b>		<b>74,605</b>	<b>77,510</b>	<b>79,825</b>
<b>FINANCE BUILDING</b>				
415-40-31	MAINTENANCE & REPAIRS	4,000	4,000	5,000
415-60-22	ELECTRIC	6,000	6,000	5,000
415-60-23	WATER	200	200	225
<b>TOTAL MUN. BLDG. GEN. EXP</b>		<b>10,200</b>	<b>10,200</b>	<b>10,225</b>
<b>TOTAL GEN. GOV'T. - O &amp; M</b>		<b>370,130</b>	<b>376,455</b>	<b>381,950</b>
415-70-40	CAPITAL-EQUIPMENT	0	0	0
<b>TOTAL GENERAL GOV. CAPITAL</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL GENERAL GOVERNMENT</b>		<b>370,130</b>	<b>376,455</b>	<b>381,950</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

PAGE 7A  
 INFORMATION TECHNOLOGY

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
<b>GENERAL GOVERNMENT</b>				
<b>ADMINISTRATION</b>				
101-1510				
418-10-10	SALARIES & WAGES	106,115	108,860	112,040
418-10-11	SALARIES & WAGES-VACATION SELLBACK	0	1,390	1,435
418-30-10	CONTRACT SERVICES	1,000	1,000	1,000
418-30-30	AUDITING	1,000	1,000	1,000
418-40-29	MAINT. & REPAIR - VEHICLE LABOR	500	500	500
418-40-30	MAINT. & REPAIR - VEHICLES	250	250	250
418-50-20	INSURANCE & BONDING	610	600	600
418-50-30	TELEPHONE	1,000	600	300
418-50-31	CELLPHONE	1,000	1,100	1,000
418-50-60	SOFTWARE MAINTENANCE	104,000	106,000	106,000
418-50-61	WEBSITE MAINTENANCE	8,600	8,600	8,600
418-50-90	TRAINING	5,700	5,700	5,000
418-60-10	MATERIALS & SUPPLIES	5,000	5,000	5,000
418-60-11	GENERAL EXPENSE	500	500	500
418-60-12	COMPUTER	30,000	30,000	30,000
418-60-17	GASOLINE & OIL	1,000	800	700
	<b>TOTAL ADMIN. GEN. EXPENSE</b>	<b>266,275</b>	<b>271,900</b>	<b>273,925</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

PAGE 7B  
 INFORMATION TECHNOLOGY

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
101-1510	<b>GENERAL GOVERNMENT EMPLOYEE BENEFITS</b>			
418-20-10	MEDICAL	31,165	31,165	31,165
418-20-20	SOCIAL SECURITY	8,165	8,455	8,720
418-20-30	RETIREMENT	12,950	13,640	14,385
418-20-50	UNEMPLOYMENT COMPENSATION	550	685	685
418-20-60	WORKMAN'S COMPENSATION	395	390	410
418-20-70	GROUP LIFE INSURANCE	1,255	1,285	1,325
	<b>TOTAL EMPLOYEE BENEFITS</b>	54,480	55,620	56,690
	<b>MUNICIPAL BUILDING</b>			
418-40-31	COST ALLOCATION-CITY HALL BUILDING	10,840	11,600	9,100
	<b>TOTAL GEN. GOV'T. - O &amp; M</b>	331,595	339,120	339,715
418-70-40	CAPITAL-EQUIPMENT	0	13,000	61,575
418-70-45	CAPITAL-HARDWARE BACK UP SYSTEM	27,000	0	0
418-70-45	CAPITAL-GOV NOW	0	0	0
	<b>TOTAL GENERAL GOV. CAPITAL</b>	27,000	13,000	61,575
	<b>TOTAL GENERAL GOVERNMENT</b>	358,595	352,120	401,290

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
101-1610	<b>POLICE DEPARTMENT</b>			
421-10-10	SALARIES & WAGES-SWORN OFFICERS	1,717,590	1,744,945	1,764,655
421-10-11	SALARIES & WAGES-VACATION SELLBACK	9,690	8,720	8,875
421-10-30	SALARIES & WAGES-OFFICERS OVERTIME	149,500	148,875	148,875
421-10-31	SALARIES & WAGES-SPECIAL DUTY RADAR	10,000	10,000	15,000
421-10-35	SALARIES & WAGES-OFFICERS COURT/ STANDBY	44,090	45,415	45,415
421-10-50	SALARIES & WAGES-OFFICERS ON CALL	54,500	56,135	56,135
421-10-55	SALARIES & WAGES-SHIFT DIFFERENTIAL.	15,500	18,000	16,000
421-11-10	SALARIES & WAGES-CIVILIAN	355,000	362,565	370,280
421-11-11	SALARIES & WAGES-VACATION SELLBACK	1,750	2,135	1,485
421-11-30	SALARIES & WAGES-CIVILIAN OVERTIME	29,060	29,935	29,935
421-11-55	SALARIES & WAGES-SHIFT DIFFERENTIAL	4,500	4,800	4,800
421-12-10	SALARIES & WAGES-CROSS. GUARDS	8,925	8,925	8,925
421-13-10	SALARIES & WAGES-SEASONAL CADETS	10,000	10,000	10,000
421-30-10	CONTRACT SERVICES	35,000	35,000	45,000
421-30-20	LEGAL EXPENSE	30,000	10,000	10,000
421-30-30	AUDITING	2,000	5,000	5,000
421-50-20	INSURANCE	32,000	30,000	35,000
421-50-30	TELEPHONE	12,000	8,500	7,500
421-50-30	CELLPHONE	10,000	10,000	11,000
421-50-40	ADVERTISING & PRINTING	5,000	5,000	5,000
421-50-90	TRAINING	30,000	30,000	35,000
421-60-10	MATERIALS & SUPPLIES	21,000	20,000	20,000
421-60-11	GENERAL EXPENSE	5,000	5,000	5,000
421-60-18	UNIFORMS & EQUIPMENT	35,000	30,000	30,000
421-60-19	RADIO	2,000	1,000	1,000
421-65-11	SENIOR PATROL	2,500	2,000	2,000
421-65-13	CRIMINAL INVESTIGATION FUND	2,500	2,000	2,000
421-65-14	COMMUNITY POLICING	4,000	4,000	6,000
421-65-15	CADET SEASONAL OFFICER SUPPLIES	4,000	4,000	4,000
421-65-16	K-9 UNIT EXPENSE	0	0	3,000
421-65-17	SPECIAL OPS GROUP EXPENSE	0	0	7,500
	<b>TOTAL POLICE GEN. SERV. EXPENSE</b>	<b>2,642,105</b>	<b>2,651,950</b>	<b>2,714,380</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
101-1610	<b>POLICE DEPARTMENT EMPLOYEE BENEFITS</b>			
421-20-10	MEDICAL	380,735	374,760	388,015
421-20-20	SOCIAL SECURITY	184,725	188,070	190,140
421-20-30	RETIREMENT	337,605	369,650	376,180
421-20-50	UNEMPLOYMENT COMPENSATION	11,920	14,795	14,845
421-20-60	WORKMAN'S COMPENSATION	108,560	107,330	110,940
421-20-70	GROUP LIFE INSURANCE	<u>24,305</u>	<u>24,615</u>	<u>24,875</u>
	<b>TOTAL EMPLOYEE BENEFITS</b>	1,047,850	1,079,220	1,104,995
	<b>VEHICLE EXPENSE</b>			
421-40-29	MAINTENANCE-GARAGE LABOR	25,000	28,000	30,000
421-40-30	MAINTENANCE-PARTS & REPAIRS	30,000	28,000	28,000
421-50-21	INSURANCE	17,745	18,000	18,000
421-60-17	GASOLINE & OIL	<u>62,000</u>	<u>68,000</u>	<u>84,000</u>
	<b>TOTAL VEHICLE EXPENSE</b>	134,745	142,000	160,000
	<b>HEADQUARTERS EXPENSE</b>			
421-40-31	MAINTENANCE & REPAIR BUILDING	10,000	10,000	10,000
421-40-32	MAINTENANCE/REPAIR OF EQUIPMENT	11,000	11,000	11,000
421-50-60	SOFTWARE MAINTENANCE-CAD	0	24,120	25,460
421-60-12	COMPUTERS	7,000	7,000	7,000
421-60-13	COPIERS	4,000	3,000	3,000
421-60-15	POSTAGE	2,500	2,500	2,000
421-60-22	ELECTRIC	28,000	26,000	24,000
421-60-23	WATER	3,000	3,000	2,800
421-60-24	FUEL OIL	<u>8,000</u>	<u>10,000</u>	<u>10,000</u>
	<b>TOTAL HEADQUARTERS EXPENSE</b>	73,500	96,620	95,260
	<b>POLICE CAPITAL</b>			
421-70-20	CAPITAL-BUILDING	50,000	0	0
421-70-42	CAPITAL-VEHICLES	<u>112,500</u>	<u>71,500</u>	<u>112,500</u>
	<b>TOTAL POLICE CAPITAL</b>	162,500	71,500	112,500
	<b>TOTAL POLICE BUDGET</b>	4,060,700	4,041,290	4,187,135

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

GENERAL FUND PAGE 10

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
101-1810	<b>STREETS &amp; GROUNDS DIVISION</b>			
431-10-10	SALARIES & WAGES	240,285	246,765	255,540
431-10-10	SALARIES & WAGES-VACATION SELLBACK	600	2,255	1,320
431-10-20	SALARIES & WAGES-TEMPORARY	5,000	1,000	1,000
431-10-30	SALARIES & WAGES-OVERTIME	8,000	8,000	8,000
431-10-50	SALARIES & WAGES-ON CALL	10,500	10,500	10,500
431-30-10	CONTRACT SERVICES	7,500	7,500	7,500
431-30-30	AUDITING	2,000	2,000	2,000
431-30-50	ENGINEERING SERVICES	10,000	10,000	20,000
431-40-29	MAINT. & REPAIRS - VEHICLE LABOR	36,000	30,000	32,000
431-40-30	MAINT. & REPAIRS - VEHICLES	34,000	35,000	35,000
431-50-20	INSURANCE	13,835	14,000	15,000
431-50-30	TELEPHONE	1,100	500	500
431-50-31	CELLPHONE	1,600	1,700	1,700
431-50-40	ADVERTISING & PRINTING	600	500	500
431-50-90	TRAINING	2,000	1,000	1,000
431-60-10	MATERIALS & SUPPLIES	7,000	7,000	7,000
431-60-11	GENERAL EXPENSE	500	500	500
431-60-17	GASOLINE & OIL	25,000	25,000	25,000
431-60-18	UNIFORMS & EQUIPMENT	5,000	5,000	4,500
431-60-19	RADIO	500	500	500
431-60-70	STREET SIGNS & MARKERS	10,000	10,000	10,000
431-60-71	STREET & ROAD MATERIALS	25,000	25,000	25,000
431-60-72	SNOW & ICE REMOVAL	17,000	20,000	20,000
431-60-73	STORM SEWERS & DRAINS	15,000	10,000	8,000
431-60-74	BRIDGES	10,000	0	0
431-60-75	SIDEWALKS & CURBS	25,000	25,000	25,000
431-60-76	STREET LIGHTS	93,000	92,000	92,000
431-90-80	TRANSFER TO PUBLIC WORKS	37,416	119,200	69,265
	<b>TOTAL S &amp; G GEN. EXPENSE</b>	<b>643,436</b>	<b>709,920</b>	<b>678,325</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

GENERAL FUND PAGE 11

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
101-1810	<b>STREETS &amp; GROUNDS DIVISION EMPLOYEE BENEFITS</b>			
431-20-10	MEDICAL	73,010	73,010	76,465
431-20-20	SOCIAL SECURITY	20,110	20,740	21,465
431-20-30	RETIREMENT	26,495	29,240	31,915
431-20-50	UNEMPLOYMENT COMPENSATION	1,775	2,220	2,220
431-20-60	WORKMEN'S COMPENSATION	10,980	11,025	11,600
431-20-70	GROUP LIFE INSURANCE	2,850	2,910	2,840
	<b>TOTAL EMPLOYEE BENEFITS</b>	135,220	139,145	146,505
	<b>BUILDING EXPENSES</b>			
421-40-31	MAINTENANCE & REPAIR BUILDING	2,500	1,000	1,000
431-60-22	ELECTRIC	5,000	5,000	4,000
431-60-23	WATER	0	0	300
	<b>TOTAL BUILDING EXPENSE</b>	7,500	6,000	5,300
	<b>TOTAL S &amp; G DIVISION O &amp; M</b>	786,156	855,065	830,130
431-70-40	CAPITAL-EQUIPMENT	6,000	0	0
431-70-42	CAPITAL-VEHICLES	85,000	175,000	0
431-70-44	CAPITAL-STREETS	6,000	50,000	75,000
431-80-10	1996 BOND DEBT-PRINCIPAL	36,965	37,885	41,855
431-80-11	1996 BOND DEBT-INTEREST	9,480	8,230	4,240
	<b>TOTAL S &amp; G DIV. CAPITAL &amp; DEBT</b>	143,445	271,115	121,095
	<b>TOTAL S &amp; G DIVISION</b>	929,601	1,126,180	951,225

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

GENERAL FUND PAGE 12

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
101-1910	<b>PARKS &amp; RECREATION</b>			
451-10-10	SALARIES & WAGES	241,110	247,385	254,655
451-10-11	SALARIES & WAGES-VACATION SELLBACK	2,600	3,400	2,550
451-10-15	SALARIES -SUMMER PLAYGROUND	14,000	14,000	14,000
451-10-20	SALARIES -TEMPORARY WAGES	78,000	70,000	70,000
451-10-22	SALARIES -TEMP. WAGES CEMETERY	30,000	30,000	32,000
451-30-10	CONTRACT SERVICES	18,400	20,000	20,000
451-30-11	BOYS AND GIRLS CLUB RENTAL	0	25,000	25,000
451-30-20	LEGAL	1,000	1,000	1,000
451-30-30	AUDITING	2,000	2,000	2,000
451-30-50	ENGINEERING	1,000	1,000	1,000
451-40-29	MAINT. & REPAIR-VEHICLES LABOR	30,000	18,000	20,000
451-40-30	MAINT. & REPAIR-VEHICLES	15,000	21,000	18,000
451-40-31	MAINTENANCE & REPAIRS-BUILDING	5,000	8,000	6,000
451-40-34	MAINT. & REPAIR OF FACILITIES	70,000	70,000	70,000
451-50-20	INSURANCE	8,215	9,000	9,500
451-50-30	TELEPHONE	2,200	1,200	800
451-50-31	CELLPHONE	1,100	1,100	1,150
451-50-40	ADVERTISING & PRINTING	4,000	4,000	3,500
451-50-60	SOFTWARE MAINTENANCE	2,500	2,575	2,500
451-50-90	TRAINING	2,500	0	0
451-60-10	MATERIALS & SUPPLIES	3,000	3,000	3,000
451-60-11	GENERAL EXPENSES	1,000	1,000	1,000
451-60-12	COMPUTER	2,000	0	2,000
451-60-13	COPIER	2,000	2,000	2,000
451-60-15	POSTAGE	1,000	1,000	1,000
451-60-17	GASOLINE & OIL	19,000	19,000	19,000
451-60-18	UNIFORMS	500	500	500
451-60-22	ELECTRIC	13,000	11,000	9,000
451-60-23	WATER	10,000	12,000	12,000
451-60-24	FUEL OIL	3,000	3,500	4,000
	<b>TOTAL P&amp;R GENERAL EXPENSE:</b>	<b>583,125</b>	<b>601,660</b>	<b>607,155</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

GENERAL FUND PAGE 13

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
101-1910	<b>PARKS &amp; RECREATION</b>			
	<b>EMPLOYEE - BENEFITS</b>			
451-20-10	MEDICAL	41,590	44,820	41,590
451-20-20	SOCIAL SECURITY	20,520	21,015	21,205
451-20-30	RETIREMENT	28,285	29,830	29,450
451-20-50	UNEMPLOYMENT COMPENSATION	1,730	2,140	2,140
451-20-60	WORKMAN'S COMPENSATION	7,475	9,405	9,740
451-20-70	GROUP LIFE INSURANCE	<u>2,855</u>	<u>2,920</u>	<u>3,015</u>
	<b>TOTAL P&amp;R EMPLOYEE BENEFITS</b>	102,455	110,130	107,140
	<b>TOTAL P&amp;R OPERATIONAL EXPENSES:</b>	685,580	711,790	714,295
	<b>PARKS &amp; RECREATION CAPITAL</b>			
451-70-40	CAPITAL-EQUIPMENT	12,600	30,000	0
451-70-50	CAPITAL-PARKS	85,000	25,000	360,000
	<b>TOTAL P&amp;R CAPITAL</b>	97,600	55,000	360,000
201-7010	<b>PARKS &amp; RECREATION ENTERPRISE FUND</b>			
347-10-10	EXPENDITURES	100,000	100,000	100,000
451-69-10	ENTERPRISE PROGRAM REVENUES	<u>(100,000)</u>	<u>(100,000)</u>	<u>(100,000)</u>
	<b>TOTAL P&amp;R ENTERPRISE EXPENSE</b>	0	0	0
	<b>TOTAL PARKS &amp; REC. BUDGET</b>	783,180	766,790	1,074,295

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

GENERAL FUND PAGE 14

ACCOUNT CODE	DESCRIPTION	BUDGET FY11-12	BUDGET FY11-12	BUDGET FY12-13
<b>GENERAL GOVERNMENT</b>				
<b>101-1110</b>	<b>COUNCIL</b>			
411-10-10	SALARIES & EXPENSES-COUNCIL	30,000	30,000	30,000
411-20-20	SOCIAL SECURITY	1,225	1,225	1,225
411-30-10	CONTRACT SERV.-RECORDING EQUIP.	1,000	1,000	1,000
411-30-20	LEGAL	10,000	10,000	20,000
411-40-31	COST ALLOCATION-CITY HALL BUILDING	11,600	11,600	13,650
411-68-11	PUBLIC OFFICIALS & LIABILITY INSURANCE	16,000	16,000	17,000
411-68-13	COUNCIL EXPENSE	17,000	17,000	17,000
411-68-14	EMPLOYEE RECOGNITION	8,000	8,000	9,000
411-68-15	CODIFICATION	4,000	4,000	3,000
411-68-16	CARLISLE FIRE COMPANY	140,000	140,000	140,000
411-68-17	MUSEUM	21,500	21,500	26,000
411-68-19	DOWNTOWN MILFORD INC.	42,500	42,500	35,000
411-68-20	MILFORD LIBRARY	75,000	75,000	0
411-68-21	BOYS AND GIRLS CLUB	163,735	163,735	163,735
411-68-22	CEMETERY EXPENSE	5,000	5,000	5,000
411-68-34	ECONOMIC DEVELOPMENT CONSULTANT	0	0	81,000
411-70-40	CAPITAL-EQUIPMENT	0	0	18,275
<b>101-1210</b>	<b>ELECTIONS</b>			
414-10-10	SALARIES-ELECTIONS	4,000	4,000	4,000
414-60-12	SUPPLIES-ELECTIONS	1,000	1,000	1,000
	<b>TOTAL COUNCIL AND ELECTIONS</b>	<b>551,560</b>	<b>551,560</b>	<b>585,885</b>
	<b>TOTAL GENERAL FUND BUDGET</b>	<b>8,155,405</b>	<b>8,155,405</b>	<b>8,495,110</b>

**GENERAL FUND CAPITAL**

	<u>IT</u>		
COMPUTER SERVER		\$61,575	
	<u>POLICE</u>		
VEHICLES		<u>\$112,500</u>	
	<b>PARKS &amp; RECREATION</b>		
GOAT ISLAND GREENWAYS		\$200,000	FROM GREEN ACRES RESERVE FUNDS
CHANNEY/WILMONT LIGHTING		\$20,000	
CAN DO PLAYGROUND		<u>\$140,000</u>	
		<b>\$360,000</b>	
	<u>STREETS</u>		
STORMWATER POND-MASTENS		\$75,000	
	<u>COUNCIL</u>		
AUDIO EQUIPMENT		\$18,275	
ECONOMIC DEVELOPMENT CONSULTANT		<u>\$81,000</u>	FROM WAWA SALE PROCEEDS
		<b>\$99,275</b>	
<b>TOTAL GENERAL FUND CAPITAL</b>		<b><u>\$708,350</u></b>	
 <b>EXPENSES BUDGETED FROM GF FUND BALANCE</b>			
BOYS AND GIRLS CLUB BUILDING		\$163,733	
<b>TRANSFER GF FUND BALANCE</b>		<b><u>\$163,733</u></b>	

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 REVENUES

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13	=
202-2020	<b>WATER DIVISION</b>				=
344-10-10	SERVICE BILLINGS				=
344-10-20	LATE PENALTIES	2,109,312	2,152,255	2,300,000	=
344-10-40	CONNECT AND RECONNECT FEES	6,500	6,500	5,000	=
344-10-45	NEW METER CONNECTIONS	13,500	20,000	15,000	=
359-10-99	MISCELLANEOUS	6,000	7,000	7,000	=
361-10-00	EARNINGS ON INVESTMENTS	500	500	500	=
		3,500	1,000	2,500	=
	<b>TOTAL WATER REVENUES</b>	2,139,312	2,187,255	2,330,000	=
203-3030	<b>WASTEWATER DIVISION</b>				=
344-10-09	KENT COUNTY COST ADJUSTMENTS				=
344-10-10	SERVICE BILLINGS	1,400,000	1,350,000	1,500,000	=
344-10-20	PENALTIES	1,956,956	1,898,225	2,000,420	=
344-10-40	WASTEWATER CONNECTION FEES	8,000	8,000	7,000	=
361-10-00	EARNINGS ON INVESTMENTS	1,000	1,000	1,000	=
361-10-00	TRANSFER FROM CAPITAL RESERVES	1,000	500	500	=
		0	0	0	=
	<b>TOTAL WASTEWATER REVENUES</b>	3,366,956	3,257,725	3,508,920	=

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

WATER FUND: O&M PAGE 17A

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13	=
202-2020	<b>WATER DIVISION</b>				=
432-10-10	SALARIES WAGES	119,255	122,435	131,195	=
432-10-30	SALARIES WAGES-OVERTIME	11,000	11,500	10,000	=
432-10-50	SALARIES WAGES-ON CALL	13,000	15,000	12,500	=
432-30-10	CONTRACT SERVICES	35,000	35,000	35,000	=
432-30-20	LEGAL EXPENSES	500	500	500	=
432-30-30	AUDITING	6,000	6,000	6,000	=
432-30-50	ENGINEERING	15,000	12,000	12,000	=
432-40-11	WELLS	75,000	57,000	75,000	=
432-40-12	MAINS	30,000	17,000	25,640	=
432-40-13	CHEMICALS	50,000	45,000	50,000	=
432-40-14	SERVICE CONNECTIONS	10,000	10,000	10,000	=
432-40-15	PUMPING - POWER PURCHASED	255,000	250,000	250,000	=
432-40-29	MAINT. & REPAIR - VEHICLE LABOR	8,500	7,000	8,000	=
432-40-30	MAINT. & REPAIR - VEHICLES	4,000	3,000	3,000	=
432-40-31	MAINT. & REPAIR - BUILDING	12,000	10,000	8,000	=
432-40-34	MAINT. & REPAIR - WATER TOWERS	10,000	52,000	52,650	=
432-50-19	MAINT. & REPAIR - SCADA	10,000	7,000	10,000	=
432-50-20	INSURANCE	9,730	10,500	11,000	=
432-50-30	TELEPHONE	4,000	3,400	3,000	=
432-50-31	CELLPHONE	4,000	4,000	4,000	=
432-50-40	ADVERTISING & PRINTING	1,200	1,000	1,000	=
432-50-90	TRAINING	3,000	1,500	1,500	=
432-60-10	MATERIALS & SUPPLIES	6,000	6,000	6,000	=
432-60-11	GENERAL EXPENSE	1,500	1,500	1,500	=
432-60-17	GASOLINE & OIL	10,000	10,000	10,000	=
432-60-18	UNIFORMS	2,000	1,500	1,500	=
432-60-24	FUEL OIL	3,000	3,500	0	=
432-69-41	ECONOMIC INCENTIVE REBATE	0	0	50,000	=
	<b>TOTAL WATER DIVISION O&amp;M EXP</b>	<b>708,685</b>	<b>703,335</b>	<b>788,985</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

WATER FUND: O&M PAGE 17B

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13	=
202-2020	<b>WATER DIVISION</b>				=
	<b>EMPLOYEE BENEFITS</b>				=
432-20-10	MEDICAL	32,505	32,505	27,540	=
432-20-20	SOCIAL SECURITY	11,060	11,545	11,940	=
432-20-30	RETIREMENT	12,575	15,905	17,120	=
432-20-50	UNEMPLOYMENT COMPENSATION	820	1,025	1,025	=
432-20-60	WORKMEN'S COMPENSATION	6,065	6,140	6,475	=
432-20-70	GROUP LIFE INSURANCE	1,415	1,445	1,555	=
	<b>TOTAL EMPLOYEE BENEFITS</b>	64,440	68,565	65,655	=
432-90-30	INTERDEPARTMENTAL TRANSFERS	154,190	154,190	154,190	=
432-90-70	TRANSFER TO METER DEPT.	326,851	249,265	223,175	=
432-90-80	TRANSFER TO PUBLIC WORKS	64,544	86,085	63,060	=
432-90-82	TRANSFER TO BILLING	90,552	97,625	109,435	=
	<b>TOTAL WATER DIVISION - O&amp;M</b>	1,409,262	1,359,065	1,404,500	=
	<b>DEBT SERVICE</b>				=
432-80-10	G O BONDS 2002(96)-PRINCIPAL	129,350	132,560	146,455	=
432-80-11	G O BONDS 2002(96)-INTEREST	33,175	28,790	14,830	=
432-80-15	G O BONDS 2002(92)-PRINCIPAL	267,835	274,475	303,250	=
432-80-16	G O BONDS 2002(92)-INTEREST	68,690	59,605	30,705	=
432-80-8-9	2010-11 NEW LOAN	231,000	206,240	206,500	=
432-80-8-9	2010-11 ADDITIONAL NEW LOAN	0	101,520	143,760	=
	<b>TOTAL WATER DIVISION DEBT</b>	730,050	803,190	845,500	=
	<b>WATER CAPITAL</b>				=
432-70-40	CAPITAL OUTLAY-EQUIPMENT	0	25,000	0	=
432-70-44	CAPITAL OUTLAY-INFRASTRUCTURE	0	0	80,000	=
	<b>TOTAL WATER DIVISION</b>	2,139,312	2,187,255	2,330,000	=

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

METER DEPT. : O&M PAGE 18A

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13	=
223-6220	METER DEPT.-WATER & SEWER DIV.				=
436-10-10	SALARIES WAGES	79,200	80,960	82,880	=
436-10-11	SALARIES WAGES-VACATION SELLBACK	660	0	0	=
436-10-20	TEMPORARY WAGES	0	0	0	=
436-10-30	SALARIES WAGES-OVERTIME	4,000	3,750	3,750	=
436-10-50	SALARIES WAGES-ON CALL	2,600	2,600	2,600	=
436-30-10	CONTRACT SERVICES	8,500	3,000	6,500	=
436-30-30	AUDITING	2,000	2,000	2,000	=
436-40-10	METERS	53,900	30,000	55,120	=
436-40-29	MAINT. & REPAIR - VEHICLES LABOR	4,000	3,000	2,000	=
436-40-30	MAINT. & REPAIR - VEHICLES	2,000	2,000	3,000	=
436-50-20	INSURANCE	2,770	2,200	2,400	=
436-50-30	TELEPHONE	600	300	100	=
436-50-31	CELLPHONE	850	1,000	1,000	=
436-50-40	ADVERTISING & PRINTING	2,000	1,500	0	=
436-50-90	TRAINING	8,900	4,500	6,500	=
436-60-10	MATERIALS & SUPPLIES	3,400	3,000	2,000	=
436-60-11	GENERAL EXPENSE	0	400	0	=
436-60-15	POSTAGE	800	100	0	=
436-60-17	GASOLINE & OIL	5,000	6,000	6,000	=
436-60-18	UNIFORMS	1,500	1,500	2,260	=
436-60-90	COMPUTERS	2,000	0	2,000	=
436-90-80	TRANSFER TO PW DEPT.	10,152	8,450	9,265	=
	<b>TOTAL METER DEPT.:O&amp;M EXP</b>	<b>194,832</b>	<b>156,260</b>	<b>189,375</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

METER DEPT. : O&M PAGE 18B

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13	=
223-6220	METER DEPT.-WATER & SEWER DIV.				=
	EMPLOYEE BENEFITS				=
436-20-10	MEDICAL	13,055	13,055	13,055	=
436-20-20	SOCIAL SECURITY	6,665	6,735	6,890	=
436-20-30	RETIREMENT	7,290	8,145	8,595	=
436-20-50	UNEMPLOYMENT COMPENSATION	410	515	515	=
436-20-60	WORKMEN'S COMPENSATION	3,660	3,600	3,760	=
436-20-70	GROUP LIFE INSURANCE	939	955	985	=
	TOTAL EMPLOYEE BENEFITS	32,019	33,005	33,800	=
	TOTAL METER DEPT.:O&M EXP	226,851	189,265	223,175	=
	METER DEPT. CAPITAL				=
436-70-40	CAPITAL-METER PITS	100,000	60,000	0	=
	TOTAL METER DEPT.	326,851	249,265	223,175	=
223-0000	BUDGET NOTE:				=
331-10-20	WATER TRANSFER TO THE METER DEPT.	(326,851)	(249,265)	(223,175)	=

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

SEWER FUND: O & M PAGE 19

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
203-3030	<b>WASTEWATER DIVISION</b>			
432-10-10	SALARIES & WAGES	119,255	122,435	131,195
432-10-30	SALARIES & WAGES-OVERTIME	11,000	11,500	10,000
432-10-50	SALARIES & WAGES-ON CALL	13,000	15,000	12,500
432-30-10	CONTRACT SERVICES	20,000	20,000	23,000
432-30-20	LEGAL EXPENSE	500	500	500
432-30-30	AUDITING	6,000	6,000	6,000
432-30-50	ENGINEERING EXPENSE	20,000	15,000	15,000
432-40-12	MAINS	50,000	25,000	20,000
432-40-13	CHEMICALS	20,000	20,000	23,000
432-40-14	SERVICE CONNECTIONS	5,000	3,000	3,000
432-40-15	PUMPING - POWER PURCHASED	30,000	30,000	25,000
432-40-17	LIFT STATIONS	80,000	70,000	70,000
432-40-18	FACILITIES	5,000	4,000	4,000
432-40-19	WASTEWATER TREATMENT	1,400,000	1,350,000	1,550,000
432-40-20	WASTEWATER TREATMENT-I & I	500,000	450,000	450,000
432-40-29	MAINT. & REPAIRS - VEHICLES LABOR	8,500	7,500	8,000
432-40-30	MAINT. & REPAIRS - VEHICLES	7,000	5,500	5,500
432-40-32	MAINT. & REPAIRS - EQUIPMENT	5,000	3,000	4,000
432-50-19	MAINT. & REPAIRS - SCADA	10,000	10,000	20,000
432-50-20	INSURANCE	4,025	4,200	5,000
432-50-30	TELEPHONE	1,300	1,400	1,700
432-50-40	ADVERTISING & PRINTING	1,000	1,000	1,000
432-50-90	TRAINING	3,000	1,500	1,500
432-60-10	MATERIALS & SUPPLIES	5,000	5,000	3,000
432-60-11	GENERAL EXPENSES	1,000	1,000	1,000
432-60-17	GASOLINE & OIL	10,000	10,000	10,000
432-60-18	UNIFORMS	2,000	2,000	2,000
432-60-26	SAFETY EQUIPMENT	0	0	7,000
432-69-41	ECONOMIC INCENTIVE REBATE	0	0	35,000
	<b>TOTAL WASTEWATER GEN. EXP</b>	<b>2,337,580</b>	<b>2,194,535</b>	<b>2,447,895</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

SEWER FUND: O & M PAGE 20

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
203-3030	<b>WASTEWATER DIVISION</b>			
	<b>EMPLOYEE BENEFITS</b>			
432-20-10	MEDICAL	32,505	32,505	27,540
432-20-20	SOCIAL SECURITY	11,060	11,545	11,940
432-20-30	RETIREMENT	12,575	15,905	17,120
432-20-50	UNEMPLOYMENT COMPENSATION	820	1,025	1,025
432-20-60	WORKMEN'S COMPENSATION	6,065	6,140	6,475
432-20-70	GROUP LIFE INSURANCE	1,415	1,445	1,555
	<b>TOTAL EMPLOYEE BENEFITS</b>	64,440	68,565	65,655
432-90-30	INTERDEPARTMENTAL TRANSFERS	154,190	154,190	154,190
432-90-80	TRANSFER TO PUBLIC WORKS	64,544	86,085	63,060
432-90-82	TRANSFER TO BILLING DEPT.	90,552	97,625	109,435
	<b>TOTAL WASTEWATER DIVISION - O&amp;M:</b>	2,711,306	2,601,000	2,840,235
	<b>DEBT SERVICE</b>			
432-80-10	G O BONDS 1992 & 1996-PRINCIPAL	170,855	175,090	193,445
432-80-11	G O BONDS 1992 & 1996-INTEREST	43,820	38,025	19,585
432-80-12	2000 STATE REV. FUND LOAN-PRINCIPAL	80,115	82,535	85,030
432-80-28	2000 STATE REV. FUND LOAN-INTEREST	33,555	31,135	28,640
432-80-04	2011 BOND ISSUE-PRINCIPAL	314,000	268,940	130,000
432-80-05	2011 BOND ISSUE-INTEREST	0	0	116,735
432-80-06	2012 STATE REV. FUND LOAN-PRINCIPAL	13,305	61,000	40,670
432-80-07	2012 STATE REV. FUND LOAN-INTEREST	0	0	19,580
	<b>TOTAL WASTEWATER DEBT</b>	655,650	656,725	633,685
	<b>CAPITAL</b>			
432-70-40	CAPITAL OUTLAY-EQUIPMENT	0	0	35,000
	<b>TOTAL WASTEWATER DIVISION</b>	3,366,956	3,257,725	3,508,920

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 REVENUE

SOLID WASTE FUND PAGE 21

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
204-4040	SOLID WASTE DIVISION			
344-10-70	SERVICE BILLINGS-COMMERCIAL	165,000	165,000	159,000
344-10-71	SERVICE BILLINGS-RESIDENTIAL	905,000	905,000	912,000
344-10-72	SERVICE BILLINGS-BULK TRASH	9,702	10,000	12,000
344-10-20	LATE PENALTIES	4,500	4,500	4,500
361-10-00	EARNINGS ON INVESTMENTS	1,500	1,500	6,500
	<b>TOTAL SOLID WASTE REVENUE:</b>	<b>1,085,702</b>	<b>1,086,000</b>	<b>1,094,000</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

SOLID WASTE FUND PAGE 22

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13	=
204-4040	<b>SOLID WASTE DIVISION</b>				=
432-10-10	SALARIES & WAGES	203,975	204,700	211,105	=
432-10-11	SALARIES & WAGES-VACATION SELLBACK	0	670	690	=
432-10-20	SALARIES & WAGES-TEMPORARY	10,000	10,000	10,000	=
432-10-20	SALARIES & WAGES-OVERTIME	14,000	11,000	11,000	=
432-30-10	CONTRACT SERVICE	14,000	10,000	10,000	=
432-30-30	AUDITING	6,000	6,000	6,000	=
432-40-29	MAINT. & REPAIR - VEHICLE LABOR	25,000	20,000	22,000	=
432-40-30	MAINT. & REPAIR - VEHICLE	37,275	30,000	38,000	=
432-42-10	LANDFILL FEES	327,000	337,000	328,945	=
432-50-20	INSURANCE	9,325	9,500	10,000	=
432-50-40	ADVERTISING AND PRINTING	1,500	2,000	2,000	=
432-50-90	TRAINING	1,000	1,000	1,000	=
432-60-10	MATERIALS & SUPPLIES	8,500	22,000	5,000	=
432-60-11	GENERAL EXPENSES	2,000	2,000	1,000	=
432-60-17	GASOLINE & OIL	31,000	31,000	38,000	=
432-60-18	UNIFORMS	5,000	4,000	4,000	=
432-60-21	NATURAL GAS	6,000	6,000	5,000	=
432-61-10	DUMPSTERS & CONTAINERS	0	0	35,000	=
432-90-30	INTERDEPARTMENTAL TRANSFERS	102,930	102,930	102,930	=
432-90-80	TRANSFER TO PUBLIC WORKS	42,732	33,805	37,080	=
432-90-82	TRANSFER TO BILLING DEPT.	60,360	65,085	109,435	=
	<b>TOTAL SOLID WASTE O &amp; M EXP.</b>	<b>907,597</b>	<b>908,690</b>	<b>988,185</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

SOLID WASTE FUND PAGE 23

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
204-4040	<b>SOLID WASTE DIVISION</b>			
	<b>EMPLOYEE BENEFITS</b>			
432-20-10	MEDICAL	55,530	55,530	47,945
432-20-20	SOCIAL SECURITY	17,100	16,765	17,465
432-20-30	RETIREMENT	24,050	23,275	26,300
432-20-50	UNEMPLOYMENT COMPENSATION	1,775	2,220	2,220
432-20-60	WORKMEN'S COMPENSATION	9,230	8,915	9,385
432-20-70	GROUP LIFE INSURANCE	2,420	2,410	2,500
	<b>TOTAL EMPLOYEE BENEFITS</b>	<b>110,105</b>	<b>109,115</b>	<b>105,815</b>
432-70-02	RESERVES-FUTURE RATE INCREASE	68,000	68,195	0
	<b>TOTAL SOLID WASTE CAPITAL</b>	<b>68,000</b>	<b>68,195</b>	<b>0</b>
	<b>TOTAL SOLID WASTE EXPENSES</b>	<b>1,085,702</b>	<b>1,086,000</b>	<b>1,094,000</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 REVENUE

ELECTRIC REVENUE PAGE 24

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
205-0000	<b>ELECTRIC DIVISION REVENUE</b>			
334-10-10	SERVICE BILLING	26,749,065	27,700,000	23,500,000
334-10-20	LATE PENALTIES	70,000	80,000	75,000
334-10-30	RETURNED CHECKS	5,500	5,500	4,500
334-10-40	CONNECTION FEES	77,500	80,000	80,000
334-10-41	UNDERGROUND FEES	7,500	10,000	12,000
359-10-99	MISCELLANEOUS	5,000	5,000	5,000
361-10-00	EARNINGS ON INVESTMENTS	9,000	3,000	8,000
392-10-10	SALE OF PROPERTY OR EQUIPMENT	2,000	2,000	2,000
	<b>TOTAL ELECTRIC DIVISION REVENUE</b>	<b>26,925,565</b>	<b>27,885,500</b>	<b>23,686,500</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

ELECTRIC FUND O&M PAGE 25A

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
<b>205-5050</b>	<b>ELECTRIC DIVISION</b>			
432-10-10	SALARIES & WAGES	666,995	603,070	621,315
432-10-11	SALARIES & WAGES-VACATION SELLBACK	5,530	5,630	5,790
432-10-30	SALARIES & WAGES-OVERTIME	42,000	30,000	30,000
432-10-50	SALARIES & WAGES-ON CALL	38,000	39,140	39,140
432-30-10	CONTRACT SERVICES	23,500	20,000	20,000
432-30-20	LEGAL SERVICE	2,500	2,500	2,500
432-30-30	AUDITING	6,000	6,000	6,000
432-30-50	ENGINEERING SERVICE	30,000	20,000	20,000
432-40-29	MAINT. & REPAIRS - VEHICLE LABOR	26,000	22,215	24,000
432-40-30	MAINT. & REPAIRS - VEHICLES	30,000	33,000	33,000
432-44-20	RENTAL OF EQUIPMENT	3,500	2,500	2,500
432-50-10	TRAFFIC SIGNALS	5,000	5,000	5,000
432-50-11	SUB-STATIONS	80,000	50,000	70,000
432-50-12	DISTRIBUTION LINES	300,000	250,000	250,000
432-50-20	INSURANCE	49,365	55,000	58,000
432-50-30	TELEPHONE	7,000	5,000	5,000
432-50-31	CELLPHONE	6,000	5,000	5,000
432-50-35	COMMUNICATIONS (TELEMETERING)	2,350	2,350	2,350
432-50-40	ADVERTISING & PRINTING	2,500	3,000	3,000
432-50-90	TRAINING	20,000	15,000	15,000
432-60-10	MATERIALS & SUPPLIES	3,000	2,500	2,500
432-60-11	GENERAL EXPENSE	3,000	1,500	1,500
432-60-16	BILLING-RATE CONSULTANT	30,000	20,000	20,000
432-60-17	GASOLINE & OIL	30,000	27,000	27,000
432-60-18	UNIFORMS	10,000	7,000	7,000
432-60-19	RADIO	3,000	1,500	1,500
432-60-20	ENERGY AUDITS	20,000	10,000	0
432-60-25	SMALL TOOLS	12,000	5,000	5,000
432-60-26	BOOTS & SAFETY GEAR	15,000	15,000	15,000
	<b>SUB-TOTAL ELECTRIC O &amp; M EXP.</b>	<b>1,472,240</b>	<b>1,263,905</b>	<b>1,297,095</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

ELECTRIC FUND O&M PAGE 25B

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
205-5050	<b>ELECTRIC DIVISION O &amp; M CONTINUED</b>			
432-50-13	ENVIRONMENTAL COMPLIANCE	31,000	31,000	31,000
432-50-14	VEGETATION CONTROL	50,000	10,000	30,000
432-50-15	WAREHOUSE EXPENSE	6,500	5,000	5,000
432-50-17	FIBER MAINTENACE	7,000	6,000	6,000
432-50-18	METER PEDESTAL MAINTENACE	10,000	2,000	2,000
432-58-40	INVENTORY EXPENSE	25,000	25,000	25,000
432-69-20	OFFICE EQUIPMENT	5,000	4,000	4,000
432-69-30	BANK CHARGES-BOND ISSUE	530	530	530
432-69-41	ECONOMIC INCENTIVE REBATE	0	0	13,375
432-80-30	METER DEPOSIT INTEREST EXPENSE	3,800	3,800	1,000
	<b>TOTAL ELECTRIC O &amp; M EXPENSE</b>	<b>1,611,070</b>	<b>1,351,235</b>	<b>1,415,000</b>
	<b>EMPLOYEE BENEFITS</b>			
432-20-10	MEDICAL	122,500	107,245	107,245
432-20-20	SOCIAL SECURITY	58,820	52,895	54,390
432-20-30	RETIREMENT	74,415	72,350	76,465
432-20-50	UNEMPLOYMENT COMPENSATION	3,410	3,415	3,415
432-20-60	WORKMEN'S COMPENSATION	30,005	26,280	27,595
432-20-70	GROUP LIFE INSURANCE	7,840	7,105	7,345
	<b>TOTAL EMPLOYEE BENEFITS</b>	<b>296,990</b>	<b>269,290</b>	<b>276,455</b>
	<b>TRANSFERS TO OTHER FUNDS</b>			
432-90-20	TRANSFER TO GENERAL FUND	2,500,000	2,500,000	2,500,000
432-90-30	INTERDEPARTMENTAL TRANSFERS	304,170	304,170	304,170
432-90-70	TRANSFER TO METER DEPT.	389,662	329,185	272,060
432-90-80	TRANSFER TO PUBLIC WORKS	98,470	96,105	105,400
432-90-82	TRANSFER TO BILLING DEPT.	362,208	385,650	401,250
	<b>TOTAL TRANSFERS</b>	<b>3,654,510</b>	<b>3,615,110</b>	<b>3,582,880</b>
	<b>TOTAL ELECTRIC OPERATING EXPENSE:</b>	<b>5,562,570</b>	<b>5,235,635</b>	<b>5,274,335</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

ELECTRIC POWER & CAPITAL PAGE 26

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
205-5050	<b>ELECTRIC DIVISION</b>			
	<b>POWER PURCHASED</b>			
432-50-16	DEMEC	20,500,000	21,000,000	17,500,000
	<b>DEBT SERVICE</b>			
432-80-17	2000 BOND DEBT-PRINCIPAL	170,000	175,000	180,000
432-80-18	2000 BOND DEBT-INTEREST	127,995	122,555	116,695
432-80-21	2011 BOND DEBT-PRINCIPAL	370,000	370,000	150,000
432-80-22	2011 BOND DEBT-INTEREST	0	0	198,745
	<b>TOTAL BOND DEBT</b>	667,995	667,555	645,440
	<b>CAPITAL OUTLAY</b>			
432-70-20	BUILDINGS-NEW BILLING FACILITY	50,000	0	0
432-70-40	EQUIPMENT	85,000	0	10,000
432-70-42	VEHICLES	10,000	0	0
432-70-44	PROJECTS	50,000	50,000	0
432-70-45	NEW SUBSTATION	0	932,310	256,725
	<b>TOTAL ELECTRIC FUND CAPITAL</b>	195,000	982,310	266,725
	<b>TOTAL ELECTRIC FUND EXPENDITURES</b>	26,925,565	27,885,500	23,686,500

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

METER DEPT. : O&M PAGE 27A

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
223-6250	METER DEPT.-ELECTRIC DIV.			
436-10-10	SALARIES WAGES	143,835	147,410	112,395
436-10-11	SALARIES WAGES-VACATION SELLBACK	1,460	820	845
436-10-20	TEMPORARY WAGES	0	0	0
436-10-30	SALARIES WAGES-OVERTIME	12,000	9,500	9,500
436-10-50	SALARIES WAGES-ON CALL	6,000	7,000	7,000
436-30-10	CONTRACT SERVICES	12,650	10,000	5,850
436-30-30	AUDITING	2,000	2,000	2,000
436-40-10	METERS	82,950	30,000	34,660
436-40-29	MAINT. & REPAIR - VEHICLE LABOR	5,000	3,000	3,500
436-40-30	MAINT. & REPAIR - VEHICLES	3,000	3,800	3,600
436-50-19	HOMEGUARD PROTECTION SYSTEM	3,900	3,900	2,600
436-50-20	INSURANCE	2,765	2,900	3,100
436-50-30	TELEPHONE	600	300	100
436-50-31	CELLPHONE	1,500	1,200	1,200
436-50-40	ADVERTISING & PRINTING	2,500	1,500	0
436-50-61	ITRON MAINTENANCE CONTRACT	7,000	7,000	7,000
436-50-90	TRAINING	12,400	9,800	3,600
436-60-10	MATERIALS & SUPPLIES	5,750	4,000	3,000
436-60-11	GENERAL EXPENSE	0	500	0
436-60-15	POSTAGE	800	500	400
436-60-17	GASOLINE & OIL	7,000	9,000	12,000
436-60-18	UNIFORMS	1,700	1,700	2,685
436-60-90	COMPUTERS	2,000	0	3,000
436-90-80	TRANSFER TO PW DEPT.	10,152	8,450	9,265
	<b>TOTAL METER DEPT.:O&amp;M EXP</b>	<b>326,962</b>	<b>264,280</b>	<b>227,300</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

METER DEPT. : O&M PAGE 27B

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13	=
223-6250	METER DEPT.-ELECTRIC DIV.				=
	<b>EMPLOYEE BENEFITS</b>				=
436-20-10	MEDICAL	25,970	25,970	13,055	=
436-20-20	SOCIAL SECURITY	12,695	12,815	10,195	=
436-20-30	RETIREMENT	14,455	16,390	13,860	=
436-20-50	UNEMPLOYMENT COMPENSATION	960	1,195	855	=
436-20-60	WORKMEN'S COMPENSATION	6,915	6,790	5,465	=
436-20-70	GROUP LIFE INSURANCE	1,705	1,745	1,330	=
	<b>TOTAL EMPLOYEE BENEFITS</b>	62,700	64,905	44,760	=
	<b>TOTAL METER DEPT.:O&amp;M EXP</b>	389,662	329,185	272,060	=
	<b>METER DEPT. CAPITAL</b>				=
436-70-40	CAPITAL OUTLAY-EQUIPMENT	0	0	0	=
436-70-42	CAPITAL OUTLAY-VEHICLE	0	0	0	=
	<b>TOTAL METER DEPT.</b>	389,662	329,185	272,060	=
223-0000	<b>BUDGET NOTE</b>				=
331-10-50	THE METER DEPT. COST SHOWN HERE WILL APPEAR AS A LINE ITEM IN THE ELECTRIC BUDGET TITLED TRANSFER TO METER FUND	(389,662)	(329,185)	(272,060)	=
		0	0	0	=

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
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PUBLIC WORKS : O&M PAGE 28A

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
222-6120	<b>PW COST ALLOCATION</b>			
435-10-10	SALARIES & WAGES	111,570	240,305	212,610
435-10-11	SALARIES & WAGES-VACATION SELLBACK	0	0	0
435-10-20	SALARIES-TEMPORARY WAGES	0	0	0
435-10-30	SALARIES & WAGES-OVERTIME	500	2,000	2,000
435-30-10	CONTRACT SERVICES	10,500	11,000	6,500
435-30-15	CLEANING	12,000	10,500	19,000
435-30-30	AUDITING	1,000	3,000	3,000
435-30-50	ENGINEERING	0	7,000	12,500
435-40-29	MAINT. & REPAIR - GARAGE LABOR	1,000	2,000	2,000
435-40-30	MAINT. & REPAIR - VEHICLES	500	1,000	2,500
435-40-31	BUILDING MAINT. & REPAIRS	21,500	20,000	49,500
435-50-20	INSURANCE	800	2,050	2,200
435-50-30	TELEPHONE	3,600	3,100	1,400
435-50-31	CELLPHONE	1,200	2,500	1,700
435-50-90	TRAINING	3,000	6,000	3,000
435-60-10	MATERIALS & SUPPLIES	13,000	13,000	13,000
435-60-11	GENERAL EXPENSE	2,002	2,000	2,000
435-60-13	COPIER	1,500	1,500	1,000
435-60-15	POSTAGE	500	600	550
435-60-17	GASOLINE & OIL	2,500	4,500	3,000
435-60-18	UNIFORMS	0	500	500
435-60-19	RADIO	2,000	2,000	0
435-60-21	NATURAL GAS	32,000	34,000	30,000
435-60-22	ELECTRIC	48,000	55,020	45,000
435-60-23	WATER	6,000	3,600	4,500
435-60-90	COMPUTERS	0	2,500	2,000
	<b>PUBLIC WORKS EXPENSES</b>	<b>186,672</b>	<b>429,675</b>	<b>419,460</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

PUBLIC WORKS : O&M PAGE 28b

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
222-6120	<b>PW COST ALLOCATION</b>			
	<b>EMPLOYEE BENEFITS</b>			
435-20-10	MEDICAL			
435-20-20	SOCIAL SECURITY	27,610	43,090	51,045
435-20-30	RETIREMENT	8,645	18,915	16,445
435-20-50	UNEMPLOYMENT COMPENSATION	12,180	27,820	21,630
435-20-60	WORKMEN'S COMPENSATION	575	1,555	1,550
435-20-70	GROUP LIFE INSURANCE	590	2,485	2,345
		1,310	2,770	2,445
	<b>TOTAL EMPLOYEE BENEFITS</b>	50,910	96,635	95,460
	<b>PUBLIC WORKS CAPITAL</b>			
421-70-40	CAPITAL-EQUIPMENT	0	0	19,500
421-70-42	CAPITAL-VEHICLES	20,000	0	0
	<b>TOTAL PUBLIC WORKS COST</b>	257,582	526,310	534,420
331-10-10-10	INTERSERVICE-GARAGE	(\$44,450)	(\$40,390)	(\$44,304)
331-10-10-20	INTERSERVICE-WATER	(\$28,244)	(\$86,085)	(\$63,060)
331-10-10-30	INTERSERVICE-SEWER	(\$28,244)	(\$86,085)	(\$63,060)
331-10-10-40	INTERSERVICE-SOLID WASTE	(\$42,732)	(\$33,805)	(\$37,080)
331-10-10-50	INTERSERVICE-ELECTRIC	(\$83,470)	(\$96,105)	(\$105,396)
331-10-10-60	INTERSERVICE-STREETS	(\$37,416)	(\$119,200)	(\$69,264)
331-10-10-70	INTERSERVICE-WATER METER	(\$10,152)	(\$8,450)	(\$9,264)
331-10-10-75	INTERSERVICE-ELECTRIC METER	(\$10,152)	(\$8,450)	(\$9,264)
331-10-10-80	INTERSERVICE-ENGINEERING	(\$33,026)	\$0	\$0
331-10-10-94	INTERSERVICE-BILLING	(\$27,696)	(\$47,740)	(\$133,728)
	<b>TOTAL INTERSERVICE BILLINGS</b>	(345,582)	(526,310)	(534,420)
	<b>NET PUBLIC WORKS COST</b>	0	0	0

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

GARAGE FUND PAGE 29

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
221-6010	<b>GARAGE-INTERSERVICE FUND</b>			
434-10-10	SALARIES & WAGES	77,640	42,585	48,620
434-10-11	SALARIES & WAGES-VACATION SELLBACK	0	820	935
434-10-20	SALARIES-TEMPORARY WAGES	0	20,000	15,000
434-10-30	SALARIES & WAGES-OVERTIME	1,000	1,000	1,000
434-30-10	CONTRACT SERVICES	500	500	500
434-30-30	AUDITING	2,000	2,000	2,000
434-40-29	MAINT. & REPAIR - GARAGE LABOR	5,000	2,000	2,000
434-40-30	MAINT. & REPAIR - VEHICLES	1,000	500	2,000
434-50-20	INSURANCE	1,600	1,200	1,300
434-50-30	TELEPHONE	1,000	200	200
434-50-31	CELLPHONE	400	350	350
434-50-90	TRAINING	1,500	0	0
434-60-10	MATERIALS & SUPPLIES	3,000	2,000	2,000
434-60-12	COMPUTER	2,000	2,000	0
434-60-17	GASOLINE & OIL	1,800	1,800	2,000
434-60-18	UNIFORMS & EQUIPMENT	2,200	2,000	2,000
434-60-60	GARAGE EXPENSE	10,000	7,000	7,000
434-90-80	TRANSFER TO PUBLIC WORKS	44,450	40,390	44,305
	<b>TOTAL GARAGE ADMIN EXPENSE</b>	<b>155,090</b>	<b>126,345</b>	<b>131,210</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

GARAGE FUND PAGE 30

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
221-6010	<b>GARAGE-INTERSERVICE FUND EMPLOYEE BENEFITS</b>			
434-20-10	MEDICAL			
434-20-20	SOCIAL SECURITY	30225	12,915	12,915
434-20-30	RETIREMENT	6190	3,460	3,960
434-20-50	UNEMPLOYMENT COMPENSATION	9475	5,400	6,315
434-20-60	WORKMEN'S COMPENSATION	550	345	345
434-20-70	GROUP LIFE INSURANCE	3330	1,835	2,130
		920	505	580
	<b>TOTAL EMPLOYEE BENEFITS</b>	50,690	24,460	26,245
	<b>GARAGE CAPITAL</b>			
434-70-42	CAPITAL-VEHICLE	0	0	0
	<b>TOTAL GARAGE BUDGET (LESS INTERSERVICE BILLINGS)</b>	205,780	150,805	157,455
331-10-10		<u>(\$205,780)</u>	<u>(\$150,805)</u>	<u>(\$157,455)</u>
		0	0	0

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13	=
<b>BILLING INTERSERVICE FUND</b>					
224-1410	<b>ADMINISTRATION</b>				=
416-10-10	SALARIES & WAGES	284,410	286,295	294,120	=
416-10-11	SALARIES & WAGES-VACATION SELLBACK	0	0	0	=
416-10-30	SALARIES & WAGES-OVERTIME	20,000	15,000	15,000	=
416-30-10	CONTRACT SERVICES-BILLTRUST	0	0	5,000	=
416-30-20	LEGAL-COLLECTION LAWYER	5,000	6,000	6,000	=
416-30-30	AUDITING SERVICE	2,000	2,000	2,000	=
416-30-60	COLLECTION EXPENSE	4,000	4,000	4,000	=
416-40-29	MAINT.&REPAIR-VEHICLE LABOR	500	500	500	=
416-40-30	MAINT.&REPAIR-VEHICLES	200	200	500	=
416-44-20	POD STORAGE RENTAL	0	5,600	5,800	=
416-50-20	INSURANCE	305	600	650	=
416-50-30	TELEPHONE	4,650	2,500	1,500	=
416-50-31	CELLPHONE	350	350	350	=
416-50-61	PITNEY BOWES EQUIPMENT	6,000	6,000	5,500	=
416-50-90	TRAINING	15,000	10,000	5,000	=
416-60-10	MATERIALS & SUPPLIES	23,000	23,000	23,000	=
416-60-11	GENERAL EXPENSE	2,000	1,000	1,000	=
416-60-12	COMPUTER	6,000	6,000	6,000	=
416-60-13	COPIER	6,050	6,000	6,000	=
416-60-15	POSTAGE	50,000	45,000	43,000	=
416-60-16	BILLING RATE-CONSULTANT	4,000	4,000	4,000	=
416-60-17	GAS & OIL	300	300	300	=
416-69-30	BANK CHARGES-CREDIT CARD FEES	12,000	40,000	30,000	=
416-90-80	COST ALLOCATION-PW BUIDING	27,696	47,740	133,730	=
	<b>TOTAL ADMIN. GEN. EXPENSE</b>	<b>473,461</b>	<b>512,085</b>	<b>592,950</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 EXPENDITURES

BILLING & COLLECTIONS PAGE 32

ACCOUNT CODE	DESCRIPTION	BUDGET FY 10-11	BUDGET FY 11-12	BUDGET FY 12-13
224-1410	<b>BILLING INTERSERVICE FUND</b>			
	<b>EMPLOYEE BENEFITS</b>			
416-20-10	MEDICAL	68,810	69,745	69,745
416-20-20	SOCIAL SECURITY	23,496	23,245	23,890
416-20-30	RETIREMENT	31,432	34,130	35,980
416-20-50	UNEMPLOYMENT COMPENSATION	2,043	2,390	2,390
416-20-60	WORKMAN'S COMPENSATION	1,125	1,010	1,120
416-20-70	GROUP LIFE INSURANCE	3,305	3,380	3,480
	<b>TOTAL EMPLOYEE BENEFITS</b>	130,211	133,900	136,605
	<b>TOTAL BILLING - O &amp; M</b>	603,672	645,985	729,555
416-70-40	CAPITAL-EQUIPMENT	0	0	0
	<b>TOTAL BILLING EXPENSES</b>	603,672	645,985	729,555
	<b>LESS INTERSERVICE BILLING</b>			
	INTERSERVICE-WATER	(90,552)	(97,625)	(109,435)
	INTERSERVICE-SEWER	(90,552)	(97,625)	(109,435)
	INTERSERVICE-SOLID WASTE	(60,360)	(65,085)	(109,435)
	INTERSERVICE-ELECTRIC	(362,208)	(385,650)	(401,250)
	<b>LESS TOTAL INTERSERVICE BILLING</b>	<u>(603,672)</u>	<u>(645,985)</u>	<u>(729,555)</u>
		0	0	0

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 IMPACT FEE FUNDS

ACCOUNT CODE	DESCRIPTION	BUDGET FY11-12	BUDGET FY12-13	=
128-0000	<b>WATER IMPACT FEE</b>			=
	BALANCE PRIOR YEAR	919,007	926,269	=
355-30-10	IMPACT FEE REVENUE	3,949	5,000	=
361-10-00	INTEREST	3,313	4,250	=
	<b>BALANCE</b>	926,269	935,519	=
129-0000	<b>SEWER IMPACT FEE</b>			=
	BALANCE PRIOR YEAR	666,641	671,260	=
355-30-10	IMPACT FEE REVENUE	2,088	5,000	=
361-10-00	INTEREST	2,531	3,125	=
	<b>BALANCE</b>	671,260	679,385	=
132-0000	<b>ELECTRIC IMPACT FEE</b>			=
	BALANCE PRIOR YEAR	255,901	259,557	=
355-30-10	IMPACT FEE REVENUE	0	0	=
361-10-10	INTEREST	3,656	1,250	=
	<b>BALANCE</b>	259,557	260,807	=

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 WATER RESERVES

ACCOUNT CODE	DESCRIPTION	BUDGET FY11-12	BUDGET FY12-13	=
202-0000	<b>WATER BOND DEBT ESCROW</b>			=
	BALANCE PRIOR YEAR	412,177	\$412,177	=
361-30-10	INTEREST	0	0.00	=
	A/R-BOND ISSUE			=
	BOND PROJECT EXPENSES			=
	<b>BALANCE</b>	412,177	412,177	=
202-0000	<b>WATER CAPITAL RESERVES</b>			=
	BALANCE PRIOR YEAR	5,194,912	5,349,368	=
361-20-10	INTEREST	49,185	45,000	=
	BALANCE OF USDA LOAN	206,240	206,500	=
	BALANCE OF WASH ST. DEBT	101,520	143,760	=
432-95-00	PRIOR YEAR CAPITAL 09-10	0	0	=
	PRIOR YEAR'S USDA DEBT FUNDS	0	(1,589,742)	=
	PRIOR YEAR'S WASH ST. DEBT	0	(245,280)	=
	USDA PROJECT EXPENSES	(202,489)	0	=
	<b>BALANCE</b>	5,349,368	3,909,606	=
	LESS IMPACT FEES	(926,157)	(926,157)	=
	<b>BALANCE AVAILABLE</b>	4,423,211	2,983,449	=

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 GENERAL FUND RESERVES

ACCOUNT CODE	DESCRIPTION	BUDGET FY11-12	BUDGET FY12-13
101-0000	<b>GENERAL FUND CAPITAL RESERVES</b>		
	BALANCE PRIOR YEAR	1,871,968	2,483,325
361-20-10	INTEREST	13,703	13,000
392-20-10	SALE OF BUSINESS PARK LAND	0	0
392-60-10	SALE OF WAWA PROPERTY	1,200,000	0
413-70-44	EXPENDITURES-FY 11 GF CAPITAL	(234,100)	0
413-70-44	EXPENDITURES-FY 12 GF CAPITAL	(368,246)	0
413-70-44	EXPENDITURES-FY 13 GF CAPITAL	0	(53,705)
413-70-44	GOAT ISLAND GREENWAYS	0	(200,000)
413-70-44	ECONOMIC DEVELOPMENT CONSULTANT RESTRICTED TO ECONOMIC DEV.	0	(81,000)
		0	(1,119,000)
	<b>BALANCE</b>	2,483,325	1,042,620
124-0000	<b>REAL ESTATE TRANSFER TAX</b>		
	BALANCE PRIOR YEAR	2,064,342	1,849,153
361-10-00	INTEREST	9,811	4,000
319-30-10	R/E TRANSFER TAX REVENUE	275,000	250,000
480-70-99	CAPITAL TRANSFERS TO GF	0	0
480-71-99	TRANSFER TO POLICE DEPT.	(500,000)	(500,000)
	<b>BALANCE</b>	1,849,153	1,603,153

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 MUNICIPAL STREET AID

ACCOUNT CODE	DESCRIPTION	BUDGET FY11-12	BUDGET FY12-13
123-0000	<b>MUNICIPAL STREET AID</b>		
	BALANCE FROM PRIOR YEAR	730,699	653,469
361-10-00	INTEREST	504	600
335-30-10	MUNICIPAL STREET AID GRANT	228,167	182,458
	<b>BALANCE AVAILABLE</b>	<b>959,370</b>	<b>836,527</b>
	<b>STREET EXPENDITURES</b>		
431-70-45	2011 STREET IMPROVEMENTS	(4,779)	(120,221)
431-70-45	2012 STREET IMPROVEMENTS	0	(125,000)
431-70-45	SE FRONT STREET-ENGINEERING	0	(26,950)
431-70-45	WASHINGTON ST. BRIDGE	0	(138,000)
431-70-45	TENTH STREET	(53,585)	0
431-70-45	TREE & GRATE PROJECT	(14,000)	0
FY2011 CAP.	STREET DEPT.-DUMP TRUCK	(129,280)	0
FY2011 CAP.	AIRPORT RD IMPR.-PLAN&DESIGN	0	(50,000)
	<b>TOTAL STREET EXPENDITURES</b>	<b>(201,644)</b>	<b>(460,171)</b>
	<b>BALANCE</b>	<b>757,726</b>	<b>376,356</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 GENERAL IMPROVEMENT FUND

ACCOUNT CODE	DESCRIPTION	BUDGET FY11-12	BUDGET FY12-13
122-0000	<b>GENERAL IMPROVEMENT FUND</b>		
	BALANCE PRIOR YEAR	323,520	393,474
361-10-00	INTEREST	116	500
335-20-10	STATE BOND FUNDS-RECEIVED	462,811	0
335-20-10	RECIEVABLE CARPENTERS PIT RD	0	2,129
335-20-10	STATE BOND FUNDS-FY2011	0	272,243
	<b>BALANCE AVAILABLE</b>	786,447	668,346
	<b>STREET EXPENDITURES</b>		
431-70-43	CARPENTERS PIT ROAD	(29,256)	0
431-70-80	WILMONT/CHANEY-LEGISLATIVE	(127,460)	0
431-70-81	WILMONT/CHANEY-DTF	(158,024)	0
431-70-82	2011 LEGISLATIVE STREET FUNDS	(78,233)	(272,243)
	<b>TOTAL STREET EXPENDITURES</b>	(392,973)	(272,243)
	<b>BALANCE</b>	393,474	396,103
127-0000			
355-20-10	<b>SIDEWALK FUNDS</b>	11,998	11,998
343-0000			
227-10-10	<b>CARLISLE FIRE FUND</b>	45,958	50,000

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 SEWER RESERVES

ACCOUNT CODE	DESCRIPTION	BUDGET FY11-12	BUDGET FY12-13
203-0000	<b>SEWER CAPITAL RESERVES</b>		
	BALANCE PRIOR YEAR	2,973,434	3,606,808
361-20-10	INTEREST	33,840	20,000
	SEWER BOND PROCEEDS REIMB.	524,924	0
	RECIEVABLE-PLANNING GRANT	0	49,800
	BALANCE OF BOND DEBT FY2012	150,850	0
	<b>TOTAL FUNDS AVAILABLE</b>	<b>3,683,048</b>	<b>3,676,608</b>
	<b>EXPENDITURES</b>		
	BALANCE OF NEW DEBT FY07-09	0	(567,380)
	BALANCE OF NEW DEBT FY10	0	(350,000)
	BALANCE OF NEW DEBT FY11	0	(313,590)
	BALANCE OF NEW DEBT FY12	0	(150,850)
	BALANCE CAPITAL FY2010	(28,495)	0
	10TH STREET	(2,345)	0
	SEWER PLANNING GRANT	(45,400)	(4,500)
	<b>TOTAL EXPENDITURES</b>	<b>(76,240)</b>	<b>(1,386,320)</b>
	<b>BALANCE</b>	<b>3,606,808</b>	<b>2,290,288</b>
	LESS MPACT FEE INVESTMENTS	(670,755)	(670,755)
	<b>BALANCE AVAILABLE</b>	<b>2,936,053</b>	<b>1,619,533</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 ELECTRIC RESERVES

ACCOUNT CODE	DESCRIPTION	BUDGET FY11-12	BUDGET FY12-13
205-0000	<b>ELECTRIC CAPITAL RESERVES</b>		
	BALANCE PRIOR YEAR	8,932,351	10,442,816
361-20-10	INTEREST	86,316	85,000
390-10-50	TRANSFERS FROM ELECTRIC	200,000	0
	BALANCE OF CAPITAL FY12	0	892,310
	BALANCE OF NEW DEBT FY12	0	169,199
	BOND ISSUE PROCEEDS REIMB.	1,786,679	0
	<b>FUNDS AVAILABLE</b>	<b>11,005,346</b>	<b>11,589,325</b>
	<b>EXPENDITURES</b>		
	BALANCE OF CAPITAL PROJECTS	(45,065)	(64,346)
	BALANCE NEW DEBT FY08,9,10,11	0	(1,480,000)
	BALANCE BOND DEBT FY 2012	0	(169,199)
	BOND PROJECT FY08&09&10	0	(285,509)
	BOND PROJECT FY2012	0	(892,310)
	TAX REASSESSMENT PROJECT	(257,280)	(3,920)
	NEW SUBSTATION PROJECT	0	(2,750,000)
	<b>TOTAL EXPENDITURES</b>	<b>(302,345)</b>	<b>(5,645,284)</b>
	<b>BALANCE</b>	<b>10,703,001</b>	<b>5,944,041</b>
	LESS IMPACT FEE INVESTMENT	(260,185)	(260,185)
	<b>BALANCE AVAILABLE</b>	<b>10,442,816</b>	<b>5,683,856</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2012-2013  
 GENERAL FUND FUND BALANCE

ACCOUNT CODE	DESCRIPTION	BUDGET FY11-12	BUDGET FY12-13	=
101-0000	<b>GENERAL FUND-FUND BALANCE</b>			=
399-10-00	FUND BALANCE	754,306	314,450	=
	<b>COUNCIL APPROVED EXPENSES</b>			=
	<b>FY12</b>			=
101-1010-431-70-22	DMI-STREETSCAPES	(18,623)	(150,717)	=
101-1010-431-70-22	DMI-TREES & GRATES	(175,000)	0	=
101-1010-411-68-19	DMI-ANNUAL CONTRACT	(7,500)	0	=
101-1110-411-68-20	LIBRARY BUILDING FUND	(75,000)	0	=
101-1910-451-70-20	BOYS AND GIRLS CLUB BUILDING	(163,733)	(163,733)	=
	BALANCE FY 12	314,450	0	=



## RESOLUTION 2012-8

### **ADOPTING THE CITY OF MILFORD FISCAL YEAR 2012-2013 BUDGET & CAPITAL PROGRAM**

WHEREAS, the operating and capital budgets of the City of Milford for the Fiscal Year 2012-2013 were prepared and submitted to the City Council by the City Manager in accordance with Article VI/Financial Procedures of the City Charter; and

WHEREAS, the City Council was presented with the proposed budget after the Finance Committee made a comprehensive study and review during meetings on May 30, 2012 and May 31, 2012; and

WHEREAS, in the opinion of the City Council, the budget accurately, as possible, reflects the city's anticipated revenues and expenditures for the fiscal year beginning July 1, 2012 and ending June 30, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MILFORD, that the City of Milford's Operating Budget for Departments shown under General Fund as Administration, Planning and Zoning, Code Enforcement and Inspections, Finance, Information Technology, Tax Assessment, Council, Police, Streets, Parks and Recreation and Engineering; and the Water Department, Sewer Department, Sanitation Department and Electric Department was adopted and approved as the budget of the City of Milford for Fiscal Year 2012-2013 in the following amounts:

Operations and Maintenance - \$35,934,735  
Debt Service - \$2,170,720  
Capital Program - \$1,009,075  
Total Expenditures - \$39,114,530

A copy of said budget is on file in the Office of the City Clerk as was passed and adopted by the Council of the City of Milford on the 11<sup>th</sup> day of June 2012 by a \_\_\_\_\_ vote.

Approved:

Mayor Joseph Ronnie Rogers

Attest:

City Clerk Teresa K. Hudson

**PUBLIC NOTICE**  
**Notice of City of Milford Ordinance Amendment**

**AN ORDINANCE TO AMEND CHAPTER 204 OF THE CODE OF THE CITY OF MILFORD  
BY DOUBLING THE EXEMPTION FROM THE TAXATION OF ASSESSED VALUATION  
ON REAL PROPERTY FOR ELIGIBLE SENIOR CITIZENS**

ORDINANCE 2012-11

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. Amend Chapter 204, Taxation, Article I, Tax Relief for Senior Citizens by increasing the exemption of taxation of assessed property values provided to eligible property owners by striking \$20,000 and inserting \$40,000.

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

Every person 65 or more years of age having an income not in excess of \$15,000 per year, exclusive of social security and railroad pensions, and residing in a dwelling owned by him or her which is a part of his or her real property shall be entitled, on proper claim being made thereof, to exemption from taxation on ~~\$20,000~~ \$40,000 of assessed valuation of such real property, in the aggregate, and in the case of jointly owned property or property owned by husband and wife, such exemption shall be granted where the income of both does not exceed \$25,500 per year, exclusive of social security and railroad pensions.

Section 2. Dates.

Introduction to City Council: 06-11-12

(Projected) Adoption by City Council: 06-25-12

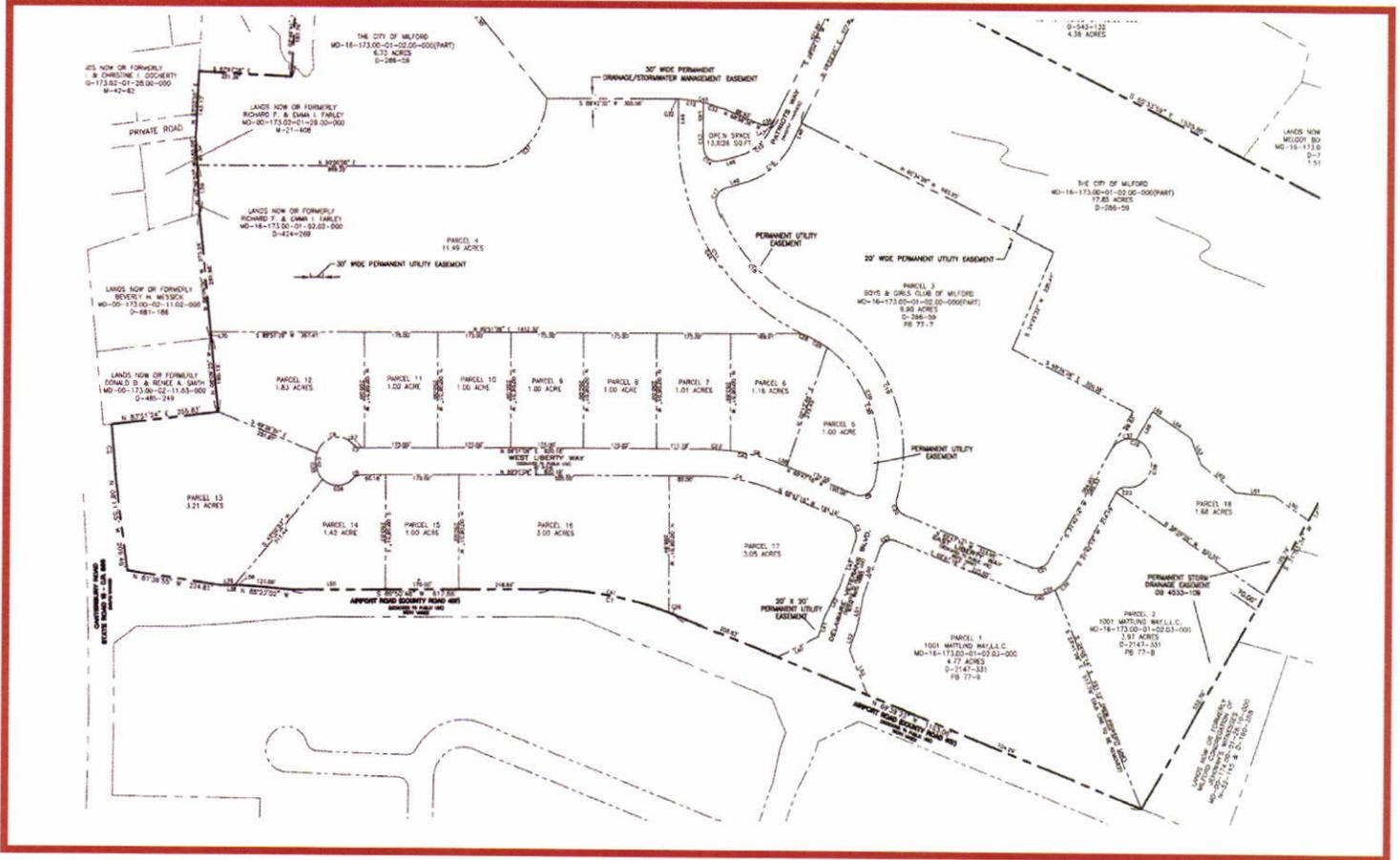
Ordinance becomes effective ten days following its adoption.

A complete copy of the Code of the City of Milford is available by request through the City Clerk's Office or by accessing the website [cityofmilford.com](http://cityofmilford.com).

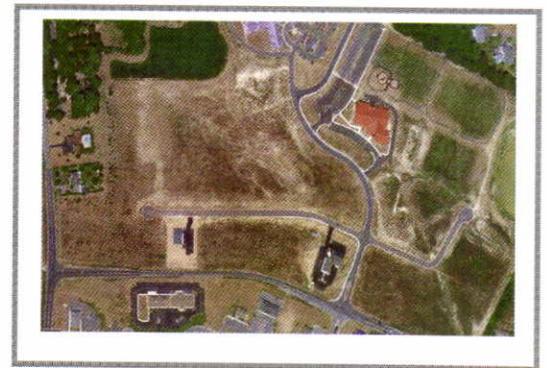
By: Terri K. Hudson, MMC

# Commercial Land for Sale

## Independence Commons, Milford, DE



- 1.00 to 11.52 acre lots available
- Zoned OC-1--Office Complex
- Convenient location within proximity to US Route 13 & State Route 14
- Water, Sewer & Electric
- Central Stormwater Management System
- **Lots Starting at \$125,000**



For more information, please contact:  
**Christine Crouch or Gary Norris**  
**302-424-3712**

Deed Covenants for Milford Business Complex (Greater Milford Business Park)

The herein property is located in a Business Park district under the City of Milford Zoning Ordinance and is subject to all requirements, conditions and regulations of said Ordinance including, but not limited to the following:

- (1) No parcel may be subdivided
- (2) In the event any parcel of land within the business park shall not commence construction of a building thereon within two (2) years from the date of the settlement, the City of Milford shall have the option of purchasing said land from the owner at any time prior to the commencement of said construction, at the purchase price paid therefore as shown on the owner's settlement sheet.
- (3) Each owner of any parcel, by acceptance of a deed, agrees to pay to the City of Milford an annual fee for the maintenance of stormwater management areas, open space, landscaping and berms. Said fee must be fixed at a uniform rate based upon the assessment of the parcel and the improvements thereon. The assessments levied by the City of Milford pursuant to this zoning code shall be exclusively for said purposes and for such other purposes as the City deems appropriate.

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.

**CITY OF MILFORD  
FUND BALANCES REPORT**

**APRIL 2012**

Cash Balance - General Fund Bank Balance	\$1,734,971
Cash Balance - Electric Fund Bank Balance	\$4,221,348
Cash Balance - Water Fund Bank Balance	\$1,505,872
Cash Balance - Sewer Fund Bank Balance	\$432,681
Cash Balance - Trash Fund Bank Balance	\$596,107

	<u>General Improvement</u>	<u>Municipal Street Aid</u>	<u>Real Estate Transfer Tax</u>	<u>Water Bond Escrow</u>
Beginning Cash Balance	69,857	886,831	305,567	412,477
Deposits			106,526	
Interest Earned this Month		175	73	
Disbursements this Month	(19,539)		(41,666)	
Investments			1,607,466	
Ending Cash Balance	\$50,318	\$887,006	\$1,977,966	\$412,477

	<u>GF Capital Reserves</u>	<u>Water Capital Reserves</u>	<u>Sewer Capital Reserves</u>	<u>Electric Reserves</u>
Beginning Cash Balance	799,671	2,190,776	2,039,736	3,397,327
Deposits				
Interest Earned this Month	8,628	9,675	7,309	20,563
Disbursements this Month	(383,726)	(511,429)	(714,286)	(108,908)
Investments	2,625,513	2,471,429	2,093,498	7,193,977
Ending Cash Balance	\$3,050,086	\$4,160,451	\$3,426,257	\$10,502,959

	<u>Water Impact Fee</u>	<u>Sewer Impact Fee</u>	<u>Electric Impact Fee</u>
Beginning Cash Balance	112	\$505	\$622
Deposits			
Interest Earned this Month			
Disbursements this Month			
Investments	926,157	\$670,755	\$260,185
Ending Cash Balance	\$926,269	\$671,260	\$260,807

**INTEREST THROUGH THE TENTH MONTH OF THE FISCAL YEAR:**

General Fund	6,574	Water Fund	1,225
GF Capital Reserves	23,593	Water Bond Escrow	20
General Improvement Fund	118	Water Capital Reserves	43,998
Municipal Street Aid	504	Water Impact Fees	4,250
Real Estate Transfer Tax	9,811	Sewer Fund	288
Electric Fund	3,923	Sewer Capital Reserves	35,736
Electric Reserves	94,133	Sewer Impact Fees	3,125
Electric Impact Fees	1,250	Trash Fund	889

TOTAL INTEREST EARNED TO DATE **\$229,437**

**REVENUE REPORT**

Page Two

APRIL 2012

83% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%
Budgeted Fund Balance	421,235	0	421,233	100.00%
General Fund Capital Reserves	334,781	8,687	212,654	63.52%
Municipal Street Aid	195,000	0	0	0.00%
Property Transfer Tax-Police	500,000	41,667	416,667	83.33%
Real Estate Tax	3,004,155	1,312	2,999,733	99.85%
Business License	35,000	2,150	33,675	96.21%
Rental License	85,000	300	82,925	97.56%
Building Permits	50,000	8,234	52,756	105.51%
Planning & Zoning	20,000	850	23,342	116.71%
Misc. Revenues	315,101	7,083	202,000	64.11%
Transfers From	3,215,480	267,956	2,679,566	83.33%
Police Revenues	287,000	16,013	176,373	61.45%
<b>Total General Fund Revenues</b>	<b>\$8,462,752</b>	<b>\$354,252</b>	<b>\$7,300,924</b>	<b>86.27%</b>
Water Revenues	2,245,517	192,861	2,037,142	90.72%
Sewer Revenues	1,914,725	77,107	1,668,690	87.15%
Kent County Sewer	1,350,000	39,387	1,167,465	86.48%
Solid Waste Revenues	1,126,000	94,201	941,956	83.66%
Electric Revenues	27,885,500	1,045,652	20,909,725	74.98%
<b>TOTAL REVENUES</b>	<b>\$42,984,494</b>	<b>\$1,803,460</b>	<b>\$34,025,902</b>	<b>79.16%</b>
YTD Enterprise Expense		63,163		
YTD Enterprise Revenue		52,206		
LTD Carlisle Fire Company Building Permit Fund		45,854		

EXPENDITURE REPORT

Page Three

APRIL 2012

83% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
<b>City Manager</b>					
Personnel	447,261	\$37,290	367,019	82.06%	80,242
O&M	103,672	\$8,709	85,461	82.43%	18,211
Capital	0	\$0	0		0
<b>Total City Manager</b>	<b>\$550,933</b>	<b>\$45,999</b>	<b>\$452,480</b>	<b>82.13%</b>	<b>98,453</b>
<b>Planning &amp; Zoning</b>					
Personnel	123,335	\$9,403	99,801	80.92%	23,534
O&M	54,935	\$2,861	28,464	51.81%	26,471
Capital	0	\$0	0		0
<b>Total P, C &amp; I</b>	<b>\$178,270</b>	<b>\$12,264</b>	<b>\$128,265</b>	<b>71.95%</b>	<b>50,005</b>
<b>Code Enforcement &amp; Inspections</b>					
Personnel	130,715	\$10,994	105,151	80.44%	25,564
O&M	73,952	\$3,811	57,125	77.25%	16,827
Capital	0	\$0	0		0
<b>Total P, C &amp; I</b>	<b>\$204,667</b>	<b>\$14,805</b>	<b>\$162,276</b>	<b>79.29%</b>	<b>42,391</b>
<b>Tax Department</b>					
Personnel	51,155	\$0	\$44,003	86.02%	7,152
O&M	13,265	\$322	\$13,707	103.33%	(442)
Capital	0	\$0	\$0		0
<b>Total Tax Department</b>	<b>\$64,420</b>	<b>\$322</b>	<b>\$57,710</b>	<b>89.58%</b>	<b>6,710</b>
<b>Council</b>					
Personnel	31,225	\$2,999	24,197	77.49%	7,028
O&M	37,600	\$6,428	34,777	92.49%	2,823
Council Expense	16,440	\$344	13,667	83.13%	2,773
Contributions	447,735	\$0	447,733	100.00%	2
Codification	4,000	\$0	0	0.00%	4,000
Employee Recognition	8,572	\$0	8,571	0.00%	1
Insurance	16,000	\$595	16,209	101.31%	(209)
DMI-Tree and Grate Project	175,560	\$0	175,559	100.00%	1
Wawa-Sale Expenses	15,000	\$0	15,063	100.42%	(63)
<b>Total Council</b>	<b>\$752,132</b>	<b>\$10,366</b>	<b>\$735,776</b>	<b>97.83%</b>	<b>\$16,356</b>
<b>Finance</b>					
Personnel	321,855	\$24,367	260,478	80.93%	61,377
O&M	54,600	\$1,713	27,496	50.36%	27,104
Capital	0	\$0	0		0
<b>Total Finance</b>	<b>\$376,455</b>	<b>\$26,080</b>	<b>\$287,974</b>	<b>76.50%</b>	<b>88,481</b>
<b>Information Technology</b>					
Personnel	165,870	\$12,756	135,041	81.41%	30,829
O&M	173,250	\$5,765	147,888	85.36%	25,362
Capital	13,000	\$0	12,990	99.92%	10
<b>Total Information Technology</b>	<b>\$352,120</b>	<b>\$18,521</b>	<b>\$295,919</b>	<b>84.04%</b>	<b>56,201</b>

EXPENDITURE REPORT

Page Four

APRIL 2012

83% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
<b>Police Department</b>					
Personnel	3,526,670	\$269,087	2,748,773	77.94%	777,897
O&M	475,120	\$24,124	394,503	83.03%	80,617
Capital	85,495	\$1,520	83,376	97.52%	2,119
<b>Total Police</b>	<b>\$4,087,285</b>	<b>\$294,731</b>	<b>\$3,226,652</b>	<b>78.94%</b>	<b>860,633</b>
<b>Streets &amp; Grounds Division</b>					
Personnel	407,665	\$30,630	327,374	80.30%	80,291
O&M	450,900	\$7,405	291,860	64.73%	159,040
Capital	225,000	\$0	0	0.00%	225,000
Debt Service	46,115	\$0	35,978	78.01%	10,139
<b>Total Streets &amp; Grounds</b>	<b>\$1,129,680</b>	<b>\$38,235</b>	<b>\$655,210</b>	<b>58.00%</b>	<b>474,470</b>
<b>Parks &amp; Recreation</b>					
Personnel	474,915	\$41,685	367,397	77.36%	107,518
O&M	236,875	\$8,549	182,072	76.86%	54,803
Capital	55,000	\$0	42,099	76.54%	12,901
<b>Total Parks &amp; Recreation</b>	<b>\$766,790</b>	<b>\$50,234</b>	<b>\$591,568</b>	<b>77.15%</b>	<b>175,222</b>
<b>Total General Fund</b>					
<b>Operating Budget</b>	<b>\$8,462,752</b>	<b>\$511,557</b>	<b>\$6,593,830</b>	<b>77.92%</b>	<b>1,868,922</b>

## EXPENDITURE REPORT

Page Five

APRIL 2012

83 % of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
<b>Water Division</b>					
Personnel	217,500	\$15,793	168,276	77.37%	49,224
O&M	1,199,827	\$11,176	619,027	68.26%	380,800
Capital	25,000	\$0	24,877	0.00%	123
Debt Service	803,190	\$0	386,543	48.13%	416,647
<b>Total Water</b>	<b>\$2,245,517</b>	<b>\$26,969</b>	<b>\$1,398,723</b>	<b>62.29%</b>	<b>846,794</b>
<b>Sewer Division</b>					
Personnel	217,500	\$15,794	168,265	77.36%	49,235
O&M	1,040,500	\$58,196	928,042	89.19%	112,458
Capital	0	\$0	0		0
Debt Service	656,725	\$0	292,127	44.48%	364,598
<b>Sewer Sub Total</b>	<b>\$1,914,725</b>	<b>\$73,990</b>	<b>\$1,388,434</b>	<b>72.51%</b>	<b>526,291</b>
Kent County Sewer	1,350,000	\$131,533	1,259,770	93.32%	90,230
<b>Total Sewer</b>	<b>\$3,264,725</b>	<b>\$205,523</b>	<b>\$2,648,204</b>	<b>81.12%</b>	<b>616,521</b>
<b>Solid Waste Division</b>					
Personnel	335,485	\$24,668	260,436	77.63%	75,049
O&M	722,320	\$45,971	582,634	80.66%	139,686
Capital	68,195	\$0	0	0.00%	68,195
<b>Total Solid Waste</b>	<b>\$1,126,000</b>	<b>\$70,659</b>	<b>\$843,070</b>	<b>74.87%</b>	<b>282,930</b>
<b>Total Water, Sewer Solid Waste</b>					
	<b>\$6,636,242</b>	<b>\$303,151</b>	<b>\$4,889,997</b>	<b>73.69%</b>	<b>1,746,245</b>
<b>Electric Division</b>					
Personnel	947,130	\$74,104	774,172	81.74%	172,958
O&M	1,824,105	\$86,519	1,296,898	71.10%	527,207
Transfer to General Fund	2,500,000	\$208,333	2,083,333	83.33%	416,667
Capital	946,710	\$25,500	194,130	20.51%	752,580
Debt Service	687,555	\$0	398,234	59.66%	289,321
<b>Electric Sub Total</b>	<b>\$6,885,500</b>	<b>\$394,456</b>	<b>\$4,746,767</b>	<b>68.94%</b>	<b>2,138,733</b>
Power Purchased	21,000,000	\$1,299,299	15,785,057	75.17%	5,214,943
<b>Total Electric</b>	<b>\$27,885,500</b>	<b>\$1,693,755</b>	<b>\$20,531,824</b>	<b>73.63%</b>	<b>7,353,676</b>
<b>TOTAL OPERATING BUDGET</b>					
	<b>\$42,984,494</b>	<b>\$2,508,463</b>	<b>\$32,015,651</b>	<b>74.48%</b>	<b>10,968,843</b>

**INTERSERVICE DEPARTMENTS REPORT**

Page Six

APRIL 2012

ACCOUNT	AMOUNT BUDGETED	MTD	83% of Year Expended		UNEXPENDED BALANCE
			YTD	YTD%	
<b>Garage</b>					
Personnel	91,865	5,171	55,215	60.10%	36,650
O&M	61,940	1,669	42,039	67.87%	19,901
Capital	0	0	0		0
<b>Total Garage Expense</b>	<b>\$153,805</b>	<b>6,840</b>	<b>\$97,254</b>	<b>63.23%</b>	<b>56,551</b>
<b>Public Works</b>					
Personnel	338,940	25,753	271,651	80.15%	67,289
O&M	190,870	8,943	125,877	65.95%	64,993
Capital	0	0	0		0
<b>Total Public Works Expense</b>	<b>\$529,810</b>	<b>34,696</b>	<b>\$397,528</b>	<b>75.03%</b>	<b>132,282</b>
<b>Meter Department-Water</b>					
Personnel	120,315	9,831	99,738	82.90%	20,577
O&M	68,950	1,455	26,035	37.76%	42,915
Capital	60,000	0	3,806	6.34%	56,194
<b>Total Water Meter Expense</b>	<b>\$249,265</b>	<b>11,286</b>	<b>\$129,579</b>	<b>51.98%</b>	<b>119,686</b>
<b>Meter Department-Electric</b>					
Personnel	229,635	12,833	157,301	68.50%	72,334
O&M	99,550	4,133	56,257	56.51%	43,293
Capital	0	0	0		0
<b>Total Electric Meter Expense</b>	<b>\$329,185</b>	<b>16,966</b>	<b>\$213,558</b>	<b>64.87%</b>	<b>115,627</b>
<b>Billing &amp; Collections</b>					
Personnel	435,195	33,366	348,908	80.17%	86,287
O&M	210,790	8,262	146,382	69.44%	64,408
Capital	0	0	0		0
<b>Total Billing &amp; Collections</b>	<b>\$645,985</b>	<b>41,628</b>	<b>\$495,290</b>	<b>76.67%</b>	<b>150,695</b>
<b>City Hall Cost Allocation</b>					
Personnel	0	0	0		0
O&M	58,000	1,737	45,676	78.75%	12,324
Capital	0	0	0		0
<b>Total City Hall Cost Allocation</b>	<b>\$58,000</b>	<b>1,737</b>	<b>\$45,676</b>	<b>78.75%</b>	<b>12,324</b>

ALL COSTS SHOWN ON PAGE 6 ARE ALSO INCLUDED IN THE VARIOUS DEPARTMENTS LISTED ON PAGES 3-5 OF THE EXPENDITURE REPORT WHO UTILIZE THE SERVICES OF THE DEPARTMENTS LISTED ABOVE. INTERSERVICE FUNDS ARE ENTIRELY FUNDED BY OTHER CITY DEPARTMENTS.

*MILFORD CITY COUNCIL*  
MINUTES OF MEETING  
*May 7, 2012*

The Annual Organization Meeting of Milford City Council was held May 7, 2012 in the Joseph Ronnie Rogers Council Chambers of Milford City Hall at 201 South Walnut Street, Milford, Delaware.

PRESIDING: Honorable Mayor Joseph Ronnie Rogers

IN ATTENDANCE: Councilpersons Steve Johnson, Garrett Grier III, S. Allen Pikus, Dirk Gleysteen, Owen Brooks, Jr., Douglas Morrow, James Starling, Sr. and Katrina Wilson  
  
City Manager Richard Carmean, Police Chief Keith Hudson and  
City Clerk/Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt

CALL TO ORDER

Mayor Rogers called the Monthly Meeting to order at 7:01 p.m.

RECOGNITION

Mayor Rogers then recognized former Mayor Ham McNatt who is currently living in Florida. The former mayor then stated that Milford remains the best town in the United States! He recognized each of the city departments and the outstanding work our employees do.

INVOCATION AND PLEDGE

The Pledge of Allegiance then followed the invocation given by Councilman Starling.

ELECTION REPORT

City Manager Richard Carmean read the following results of the 2012 City of Milford Election:

“On behalf of the Board of Elections for the City of Milford, I am reporting the certified results of the April 28, 2012 City of Milford Annual Election to be as follows:

“In the 1st Ward, a total of 343 persons voted with  
Garrett L. Grier III receiving 238 votes  
&

Michael D. Spillane receiving 105 votes.

As a result, Garrett L. Grier III has been re-elected to serve another two-year term as  
Council Representative of the 1<sup>st</sup> Ward to begin this date, May 7, 2012.

In the Mayor’s Race, a total of 802 persons voted,  
with James A. Oechsler, Jr. receiving 330 votes  
and Joseph Ronnie Rogers receiving 472 votes.

As a result, Joseph Ronnie Rogers will retain his seat as Mayor of the  
City of Milford for a two-year term to begin this date May 7, 2012.

Given 2<sup>nd</sup> Ward Councilperson Sylvan Allen Pikus,  
3<sup>rd</sup> Ward Councilperson Owen S. Brooks, Jr.  
and  
4<sup>th</sup> Ward Councilperson Katrina E. J. Wilson

each ran unopposed, an Election for those Offices was not required.”

Motion to accept the results was made by Mr. Morrow, seconded by Mr. Pikus. Motion carried with no one opposed.

#### OATH OF OFFICE

Mayor Rogers announced the Honorable William J. Walls, Jr., Judge of Kent County Family Court, was present to swear in himself and the re-elected members of City Council.

Judge Walls then administered the Oath of Office to Joseph R. Rogers while his wife, Ruth, held their family bible during the swearing-in ceremony. Following, Mayor Rogers signed the Oath of Office.

Judge Walls then administered the Oath of Office to the following recently elected members of Council:

Councilman Garrett L. Grier III	First Ward
Councilman S. Allen Pikus	Second Ward
Councilman Owen S. Brooks, Jr.	Third Ward
Councilwoman Katrina E. J. Wilson	Fourth Ward

All terms are for a two-year period.

Oaths of Office were then signed and Certificates of Office, certified by the City of Milford Board of Election, were presented to Mayor Rogers and Council Members Grier, Pikus, Brooks and Wilson.

#### VICE MAYOR NOMINATION & ELECTION

Mayor Rogers then opened the floor to nominations for Vice Mayor.

Councilman Brooks nominated Councilman Morrow stating he has been a councilman for almost twenty years and the chairman of the police committee. He recalled a previous conversation when council agreed the vice mayor position should be rotated. The nomination was then seconded by Mr. Pikus.

Councilman Starling then nominated Katrina Wilson. Mr. Starling said he does not recall the conversation about rotating the position. However, before we vote tonight, he asked if council could go into executive session reference personnel.

City Solicitor Rutt stated it is not on the agenda; a question was then asked about the issue arising during the meeting as is permitted by law.

Mr. Rutt advised that Mr. Starling's nomination needed to be seconded; there was no response.

Ms. Wilson then asked to speak. She said if the rotation was something everyone had been made aware of, she does not believe Mr. Starling would have nominated her.

Ms. Wilson stated that she has no problem with Mr. Morrow being nominated and emphasized that any council member is eligible to fill the position. However, because she and Mr. Starling had only been made aware of Mr. Morrow's desire late this morning, Mr. Starling had already intended to nominate her. She does not remember council discussing the rotation of the position and added that she also has been on council for eighteen years.

Mr. Johnson said he believes the minutes from the organizational meeting two terms ago will reflect that Councilman Michael Spillane had suggested that the vice mayor position be rotated among members.

Ms. Wilson noted that Mr. Brooks was vice mayor for eighteen years and Penn Fountain was vice mayor for twenty-seven years. Mr. Brooks agreed and reiterated that when Mr. Starling nominated Ms. Wilson six years ago, he stated the position

should be rotated.

Mr. Morrow stated that anyone can nominate a vice mayor and he has been on council for approximately nineteen years.

Mr. Starling asked that information be offered and equally afforded to all council members. Mr. Morrow agreed then stated that Ms. Wilson was the first person he called. He felt that out of respect to her, he should let her know his interest in the position. He believes it was only necessary for him and Katrina to know.

No vote was taken on Mr. Starling's nomination.

With no further nominations, nominations were closed.

All members then voted in the affirmative to a roll call vote of 8-0 to elect Councilman Morrow as Vice Mayor. The following statements were made:

Mr. Johnson stated that the rotation of vice mayor position is a great way for council members to achieve leadership beyond just being a councilperson. He, too, was surprised with this. However, it is his understanding this is the reason the committee chairs are rotated as well. That allows others to be on different committees and learn how the city runs. He hates being divisive and believes this is a great council that works well together. He does not want this to be construed as one person being against another because that is not the case. He votes yes.

Mr. Grier stated that tonight should have been an enjoyable night for everyone. Instead it has turned into something different. He agrees with the rotation and if he had been here nineteen years, he would have wanted the opportunity to be vice mayor as well. If he were in Mr. Morrow's position, he would understand but he also understands Ms. Wilson's feelings. It is an honor to be vice mayor and he understands someone would not want to lose it. He agrees this is a great council and emphasized that the main reason he runs again is because he loves working with this council. The last thing he wants to see is for something to come between council that would divide them. He feels that is most important.

He votes yes simply because he thinks Mr. Morrow deserves the opportunity though it is a very tough decision.

Mr. Pikus said we do not always know what to expect and things do come up as surprises. He has been back two years, though he served a longer time several years ago. He stressed that Ms. Wilson has done a fantastic job representing the people of Milford. He, too, never had the opportunity to serve as vice mayor. He always respected his neighbor and good friend Penn Fountain who was vice mayor for many years and both served the fourth ward. He agrees this is an opportunity to give someone and can agree with that. When he served on Kent County Levy Court the presidency was rotated. Sussex County Council also rotates that position though typically it has not been done in Milford. He likes the idea of giving different people a chance though he may not be here more than two years. No one knows though he may like that opportunity someday though he is unsure. He agrees that this is a fantastic working council and the public sees and knows that. They work well together and feel very fortunate to have Richard Carmean back as city manager. He hopes there is not a division in council and states to Ms. Wilson that he supported her and will always support her and thinks the world of her. But he agrees there should be a rotation. He seconded the motion though he cannot emphasize enough that Ms. Wilson's tenure as vice mayor has been unquestionable and superb though he votes yes.

Mr. Gleysteen said he sees this as an election and not a permanent seat to be held by anyone. He does not like the word rotation because any one of the eight council members are eligible for the vice mayor's position. If the position is rotated for a six-year term, it will be forty plus years before he can be considered. Nor does he see it as a stepping stone to the mayor because that involves a great deal more work than this position. He feels it is an honorary position. He likes the idea that instead of it coming down to a last minute decision, which it appears this turned out to be, a procedure is created for those council members interested in the position to put their name forward. He suggests that be considered when this comes up again. In light of that, he agrees it is fair that anyone who wants an opportunity to be vice mayor, is given that opportunity. He said with all respect to Ms. Wilson, she has done a fantastic job and has represented the city magnificently. He does feel it is reasonable for Mr. Morrow to put his name in the hat for this position and votes yes.

Mr. Brooks agrees that Ms. Wilson did a very good job. He said he was vice mayor for eighteen years and he did not even get a phone call the day Ms. Wilson was voted in as vice mayor. A motion was put on the floor and he was dumbfounded because no one told him it was going to happen. He remembers Mr. Starling making the motion and in the motion, he said that he feels the position should be rotated instead of one person keeping it. He does not feel in his heart that this will divide this council because six years ago, when it happened to Mr. Brooks, it did not separate him from the other seven council members or the mayor. He emphasized that everyone is here to represent Milford. He stayed here as a council representative and feels Ms. Wilson will as well. He votes yes.

Mr. Morrow votes yes stating that everyone deserves a chance at this position. He feels anyone can throw their hat in the ring and as Mr. Gleysteen suggested, we need to take the surprise out of it and agrees that is something we need to consider.

Mr. Starling said no one needs to worry. He is a Christian man and believes in rights. He also knows this is one of the best councils in the area. When he left his house today, he and his wife prayed. His wife told him to do what is right. He said he has to vote yes because he believes that God will work this out. He has no ill feelings against council. He said he loves each councilperson and will continue to work with everyone. However, he will speak his peace. He then voted yes.

Ms. Wilson agrees with Mr. Starling. She has no hard feelings though she prefers to be in know with the other members of council. Everyone should be informed equally. By right, she feels that someone should have informed her. It was an honor to service as vice mayor and she felt it offered the mayor and her the opportunity to become closer. She is an upfront person and she told the city manager today that she was not happy because she thought he should have let her know when he became aware of it. If this is something council is going to do, she feels it should be discussed openly in a council meeting including how many years everyone feels is appropriate. In that manner, everyone knows it will take place. She emphasized the issue is not six years because it could have been a two-year term or a ten-year term. She noted that the vice mayor is elected every year. However, she prefers it be talked about to prevent someone from being caught off guard just as Mr. Brooks was six years ago. Though other council members knew, Mr. Brooks did not. She feels this council is very capable of discussing these matters openly which keeps everyone informed. She is a team player and will continue to be a team player. As a result, she votes for Mr. Morrow.

Mayor Rogers agrees this is one of the best councils he has worked with in many years. He had the opportunity to work with Councilman Penn Fountain and recalled that he (Mayor Rogers) was nominated one time though he declined it. When Mr. Fountain left, Mr. Brooks was elected vice mayor. Mr. Brooks worked with the mayor 100% and they never had problems; Ms. Wilson has also worked with him 100% and they never had a misunderstanding.

He apologized to Ms. Wilson about the way this was handled and agrees it needs to be a more open process. However, he does not believe this was personal as everyone in this room respects Ms. Wilson immensely.

Mayor Rogers said he has worked with Mr. Morrow for a long time and now understands why he wanted the position. He is pleased that Mr. Morrow called Ms. Wilson today. Though unfortunate, he feels it was a learning experience for the future.

#### CITY SOLICITOR APPOINTMENT

On motion of Mr. Brooks, seconded by Mr. Grier, Esquire David Rutt was reappointed Solicitor for the City of Milford.

Mr. Grier said Mr. Rutt does a fantastic job and we are lucky to have him.

Mr. Pikus agrees adding we are lucky to have a local attorney serve as our city solicitor and the job has been superb since he came on board.

Mr. Brooks also agrees noting he is very easy to talk to.

Mr. Morrow said Mr. Rutt is easy to work with, is a local attorney and stays on top of things. We also are able to get an answer when we ask him a question.

Motion carried by unanimous roll call vote.

Mayor Rogers said that when he returned as mayor, he thought it was important to make a change and is very pleased we have a citizen of Milford on board.

Mr. Rutt responded by thanking council and stating he appreciates the confidence the mayor and council shows in him.

#### WORKFORCE DEVELOPMENT COMMISSION REAPPOINTMENTS

Motion made by Mr. Morrow and seconded by Mr. Starling to reappoint the following persons as Workforce Development Commissioners:

Mayor Joseph Ronnie Rogers  
Councilwoman Katrina Wilson  
Chairman William G. Pilecki  
Vice Chairman Dave Markowitz/Chairman Student/Employer Support  
Fred Rohm/Chairman Financial Support  
Sylvia Henderson\*/Chairman Student Selection Committee  
Grant Curtis  
Michael Ashton  
Irvin Ambrose  
Dottie Vouno  
Phillip Ruiz

\*Designee for Superintendent of Milford Schools

Motion carried by unanimous roll call vote.

#### ADJOURN

Mr. Pikus moved to adjourn the Organization Meeting, seconded by Mr. Grier. Motion carried.

The Organization Meeting adjourned at 7:44 p.m.

Respectfully submitted,

Terri K. Hudson, CMC  
City Clerk/Recorder

*MILFORD CITY COUNCIL  
MINUTES OF MEETING  
May 14, 2012*

The Monthly Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware on Monday, May 14, 2012.

PRESIDING: Mayor Joseph Ronnie Rogers

IN ATTENDANCE: Councilpersons Steve Johnson, Garrett Grier III, S. Allen Pikus, Dirk Gleysteen, Owen Brooks, Jr., Douglas Morrow, Sr., James Starling, Sr. and Katrina Wilson

City Manager Richard Carmean, Police Chief Keith Hudson and City Clerk/  
Recorder Terri Hudson

City Solicitor David Rutt, Esquire

CALL TO ORDER

Mayor Rogers called the Monthly Meeting to order at 7:03 p.m.

INVOCATION AND PLEDGE

The Pledge of Allegiance followed the invocation given by Councilman Starling.

APPROVAL OF MINUTES

Motion made by Mr. Pikus, seconded by Mr. Grier to approve the minutes of the March 26, 2012 Public Hearing and April 4, 9, 19 and 23, 2012 Council Meetings as presented. Motion carried.

RECOGNITION

*Boy Scout Troop 116*

Mayor Rogers acknowledged the boy scouts present at this evening's meeting. They are working toward a merit badge for citizenship in the community. As part of their requirements, they have to attend a city council meeting.

Scouts Wyatt Brisbane, Spence Mundorf, Connor Weaver, Robert Marsh, Christopher Fox, Dylan Hoffman, Charles Koehler, Brock Huey and Assistant Scoutmaster Edward Huey then introduced themselves.

*Proclamation 2012-7/Police Memorial Day*

Mayor Rogers presented the proclamation, accepted by Police Chief Hudson, recognizing this week as Police Week in the city. Peace Officers Memorial Day is also recognized as part of the nationally known week.

*WHEREAS, the Congress and President of the United States have designated May 15, 2012 as Peace Officers' Memorial Day and the week in which it falls as National Police week; and*

*WHEREAS, the members of the law enforcement agency of Milford, Delaware play an essential role in safeguarding the rights and freedoms in Milford, Delaware; and*

*WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of*

*their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and*

*WHEREAS, the men and women of the Milford Police Department unceasingly provide a vital public service.*

*NOW, THEREFORE, I, Joseph Ronnie Rogers, by virtue of the authority vested in me as Mayor of the City of Milford, Delaware, call upon all citizens of Milford, Delaware, and upon all patriotic, civic and educational organizations to observe the week beginning May 13, 2012 as Police Week during which time all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens in the City of Milford.*

*I further call upon all citizens of Milford, Delaware, to observe May 15, 2012 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this Fourteenth day of May in the Year of our Lord Two Thousand and Twelve.*

## COMMUNICATIONS

City Solicitor Rutt advised the Area Rotary Clubs will host a Groundbreaking Ceremony for the Can Do Playground scheduled to be built in Independence Commons. The ceremony is scheduled for 11 a.m. on Monday, June 11<sup>th</sup> at the Tony Silicato Memorial Park at 101 Delaware Veterans Boulevard.

## MONTHLY POLICE REPORT

After presenting the monthly police report on behalf of Chief Hudson, Mr. Morrow moved to accept the police report as submitted, seconded by Mr. Brooks. Motion carried.

## CITY MANAGER REPORT

Mr. Gleysteen arrived at this time.

Mr. Carmean presented the following report:

### *CITY HALL LOWER LEVEL*

*I have moved our Planning and Zoning employees back to the lower level. I intend in the near future to also move our enforcement and inspection employees back into the same area. My inspectors have expressed that they would like to remain in their present location at Public Works. Mr. Baird had moved all these staff members to the Public Works building after the last flooding incident, but now that we have apparently located the problem, I think they should all move back. These four employees interact on a daily basis and the public is better served by having them all together.*

### *SEWER AND WATER*

*As I previously reported, the test well at our Washington Street treatment site failed due to hitting contaminants. After discussion with DBF engineers, I decided that because of past usages of that property, it would not be a good idea to disturb the area any further. I, therefore, ordered a test well be done on a vacant lot we purchased several years ago. This property is located directly across from the rear parking lot of city hall on South Washington Street. The preliminary results are better than our expectations. The water produced by this well, if the quality proves satisfactory, will be sent down South Washington Street to our future treatment facility or I may recommend we actually build the treatment plant at the well site.*

*In the interest of our customers, a drive-in window is planned at the new billing office. If the treatment plant is added, it will be very tight. He will provide additional information as these decisions are made.*

*The test bore on the Wickersham site is very promising. The sand quality is much better than what we saw on the Hall site. I will be meeting with Gary Farrar next week to attempt to come to an agreement on a partnership to place the new water tower on his property.*

*The design for our water main to be located on Wilkins Road is moving along. This will be part of the system of our new tower and treatment project in Southeast Milford. The main will also be placed under Route 1 to serve the southeastern part of Milford limits. At a minimum, a sleeve will be added for later connections.*

*The inflow and infiltration project is almost complete. We are hoping for some positive cuts in the amounts of storm water and groundwater entering our sewer collection system. This should reduce the amount the sewer treatment costs to Kent County.*

### **STREETS**

*We have finished our inventory of maintained roads within the city. This inventory decides our State Municipal Aid funding. The number of miles we are able to claim is 41.40. This amount is a little less than last year due to some roads claimed in Hearthstone Manor that have not been accepted by the city. This will mean about \$200,000 for the city street budget.*

*The Washington Street Bridge is still on schedule. We expect work to begin in early summer. We received a picture of the plaque that will be placed on the bridge to explain the historical significance of the structure.*

### **ADMINISTRATION**

*Our Finance Director and I will begin our budget discussions with my department heads the week of May 14, 2012. I can only advise mayor and council that we are going to be facing a challenge stretching our revenue to cover our expenditures. Mr. Portmann and I will attempt to bring to the Finance Committee a budget that can be refined to make our financial situation work.*

*I, along with other DEMEC communities, met with Governor Markell to sign a memorandum of understanding regarding our electric revenue policies. The city clerk included a copy of the MOU in the packets. I will also need the council to approve the document.*

Mr. Pikus moved to accept the city manager report, seconded by Mr. Brooks.

Mr. Gleysteen asked if there has been any change in I&I since we started the project; Mr. Carmean said the next readings will determine its success. Issues have been found outside the scope of the work. For example, manhole covers were set with incorrect gaskets which caused water to seep in them.

The city manager expects some reduction and will provide an update at the workshop this month.

He emphasized the numbers are greatly influenced by the amount of rainfall.

Motion then carried.

### **COMMITTEE & COUNCIL REPORTS**

#### *Committee Assignments*

Mayor Rogers advised that committee assignments will remain as they were this past year due to no newly elected officials.

*Thank You*

Mr. Gleysteen thanked the city for sending his wife flowers this past week noting she was released from the hospital on Friday.

*Fourth Ward*

Mr. Starling asked the status of the Church Street paving project. Mr. Carmean said that is expected to begin shortly. He explained that the manhole covers were improperly set as far as the height. As a result, they had to be reset in order to be aligned with the milling and resurfacing to prevent another Tenth Street situation.

## COMMUNICATIONS

*Royal Farms*

Mayor Rogers announced the grand opening of Royal Farms at 108 Silicato Parkway on May 17<sup>th</sup> at 10 a.m.

*Comcast Correspondence*

Mr. Pikus referenced the letter from Comcast announcing the \$1.99 charge per month for new digital adapter outlets and asked if that refers to the boxes previously advertised as 'free'. It was confirmed that the first two are free; customers will be charged for any additional outlets.

## UNFINISHED BUSINESS

None to report.

## NEW BUSINESS

*Reserved Parking Request-Delaware Fitness & Pelican Bar*

Kim Wingrove of Delaware Fitness and Brian Hahn of Pelican Bar, submitted a request asking that 27 parking spaces in the city parking lot at the Nelson Silicato Shopping Center at 200 Northeast Front Street be designated for use by their customers. The letter stated the parking lot fills up on a daily basis by people utilizing the Senior Center.

Mr. Pikus noted that parking lot was purchased with revenues from previous parking meters.

Mr. Pikus moved to put the matter into the hands of the Public Works Committee for a recommendation, seconded by Mr. Johnson.

Solicitor Rutt advised that property was owned by the Milford Parking Authority and was recently transferred back to the city when the authority was terminated. He explained that under the enumerated powers of the city in the charter, the city is able to exercise ownership of real property, which means buying, selling or leasing property. Chapter 215, which addresses parking, does not specifically address these parking lots. He believes an amendment to the parking ordinance may be appropriate that would require the city to enter into a lease with a business for designated parking spots.

Motion carried.

*Sign Complaints/Zoning Ordinance/Public Discussion*

Mr. Carmean advised that we are receiving an increased number of complaints from some residents about the appearance of our community. The complaints were specific to business signs and related items. Code Enforcement responded by contacting these businesses who in turn have contacted us with their concerns. As a result, he rescinded any action code enforcement had done with the intent to defer further action until input was obtained from the planning commission and city council.

City Planner Gary Norris is recommending a subcommittee of himself, Planning Commission Chairman Chuck Rini and a member of city council address this matter. He would like the input of any council members with businesses prior to the matter being presented to the planning commission.

Mr. Carmean said he has discussed this item with Mr. Norris and recommends that Councilman Grier be part of this committee.

Mr. Norris will follow up with Mr. Grier as to a meeting date and time.

Solicitor Rutt reminded Mr. Norris the committee is subject to FOIA.

*Kent Economic Partnership Joint Participation*

Kent Economic Partnership Chairman Dennis Klima was present to address council. He advised it has been an ambition of his to work with economic development throughout the Kent County area which includes all of Central Delaware. He recalled that several years ago, the organization was modified from a committee of the chamber of commerce to a separate 501(c)3 corporation.

Recently, a change was made and though the 501(c)3 was kept, it was brought under the auspices of Kent County Levy Court.

Members of their board include the DEDO Director, Kent County Levy Court President and Administrator, Dover Councilman Jim Hutchison, Central Delaware Chamber President and other business leaders from the area.

Mr. Klima stated their goal is to expand their approach in an effort to do a stronger job by including the entire county and in particular, all municipalities. At their last board meeting, they learned the City of Milford intended to hire a full-time Economic Development Director. They felt that if a commitment had not been made, it may be worth taking the opportunity to share information about their efforts in economic development, beliefs and goals.

They are here to begin that discussion in hopes it will lead to additional discussions with the city to bind the two entities together. This would include involvement in their board as well as staff measures.

He then introduced Executive Director Jim Waddington.

Mr. Waddington referenced the Central Delaware Chamber of Commerce publication and emphasized it is Central Delaware and not just Kent County.

He then advised he has attended the Economic Development Advisory Panel meetings in Milford. He then reviewed the mission and goals of the Kent Economic Partnership. He noted the third goal is to provide seamless cooperation with other economic development entities and partnerships representing municipal, county, state, utility and nonprofit interests in their efforts to support and expand business opportunities in the Central Delaware Region.

Mr. Waddington said they have observed a very horizontal organization with economic development efforts. There are numerous entities with an interest in economic development and each does good work. However, by functioning together, they can be even more effective.

They want to work very strongly with economic interests in Sussex and New Castle Counties. In addition, they are working with local chambers and the Central Delaware Chamber.

He also referenced the Economic Profile for Kent County and asked that anyone with questions to contact him.

Mr. Pikus said that because Milford is in two counties and shares the same scenario as Smyrna, would the partnership only work with the Kent County side. He recalled the organization Forward Delaware Central through the Central Delaware Chamber of Commerce that Milford partnered with. In that situation, more focus was on northern Milford rather than the entire city.

Mr. Waddington said that after he was hired, he received an inquiry about some space that might be available in Delaware and required some height requirements. His first call was to David Hugg in Smyrna and his second call was to Richard Carmean who at that time was Milford's Economic Development Director. Mr. Carmean said he has an ideal spot though it is in Sussex County. Mr. Waddington does not see a distinction on county lines. He feels that if it is good for Milford, it is good for Central Delaware and good for Kent County as well. They spoke about the property in Sussex County and he does not see that as an obstacle.

Ms. Wilson feels the timing is very appropriate considering our intent to hire an Economic Development Director. She is wondering the difference in costs between hiring someone in Milford versus sharing a position with the partnership. Mr. Waddington said they discussed in their board meetings the fact they would like to develop additional capacity in the partnership office. It would definitely cost the city less money due to the hidden costs of creating or filling a new position such as benefits and other related expenses.

He complimented Milford stating the city is doing some great things. The old way of thinking that you need your own horse may be going by the wayside. He said that today there is a much more efficient sharing of information and pulling in resources if you can eliminate some of those distinctions.

Mr. Carmean advised that when he was Economic Development Director, monthly meetings were held here that included Mr. Waddington, Julie Wheatley from Sussex County Economic Development, Milford Chamber Director Jo Schmeiser, DMI President Irv Ambrose and DEDO Representative Melody Booker. He agrees that Milford is unique because of the two counties.

When asked about funding, Mr. Waddington said the discussions are preliminary though they have also had conversations about other towns having economic development professionals on staff. They are trying to figure out what to do in that capacity. Milford is in a search mode for someone in that position. He advised the concept is to provide an office focused on the entire county which would not require as many people as having those individuals working in each municipality. There would be a shared services benefit that would come out of this and where the same job could be done with fewer people.

Mr. Carmean advised that we are in the selection process and are down to three finalists. Currently, City Planner Gary Norris is doing backgrounds and no one has been promised the position. If council is in agreement, he recommends this matter be shifted to consider this option.

Mr. Grier said he is interested in seeing a proposal. He explained that part of the reason for hiring a director is an economic development study was done by Moran, Stahl and Boyer. The strategic plan recommends a director be hired to solely concentrate on Milford. He asked what happens if a company comes in who wants Milford or Dover. Having our own economic development director ensures Milford gets the first shot.

Mr. Waddington noted the importance of retaining businesses as well. He said that Friday, he along with a couple of Levy Court Commissioners representing the partnership will be touring Perdue because they feel it is an important existing employee who provides a number of jobs. They are concerned about what strategic threats are out there and want to hear their concerns. He emphasized the commitment they have made by determining each municipality's major employers and are trying to be responsive to their needs while providing assistance to retain and expand those businesses if becomes necessary.

Mr. Grier asked that Mr. Waddington provide him a proposal for review. He noted that a budget is currently being prepared which will be discussed the end of this month. The intent is to include funding for an economic development director. Therefore, time is of the essence.

*Adoption of Resolution 2012-04/Scheduling Board of Revision and Appeals/Property Tax FY2012-13*

Mr. Pikus moved to adopt Resolution 2012-04, seconded by Mr. Starling:

WHEREAS, the provisions of Article VII, Section 7.06 of the Charter of the City of Milford state that Council shall cause a copy of the General Assessment to be hung in two public places in the City of Milford and there to remain for

the space of ten days for public information; and

WHEREAS, attached to said copies shall be notice of the day, hour and place that Council will sit as a Board of Revision and Appeal for said General Assessment.

NOW, THEREFORE, BE IT RESOLVED, that on Monday, the 9<sup>th</sup> day of July 2012 at 7:00 p.m., the City Council of the City of Milford will sit as a Board of Revision and Appeal for the 2012-2013 General Assessment.

s/Mayor Joseph R. Rogers

*Introduction to Ordinance 2012-07/Chapter 230--Zoning Code/Article VI--Signs*

City Planner Norris advised this ordinance is only being introduced.

The amendment addresses electronic messaging signs. He explained calls for a ratio of 4:8 which provides 32 square feet. A local sign company recommends that all EMB signs have a height of no less than a minimum of 2 feet, a maximum of 5 feet and that all EMB signs have a width no greater than a maximum of 12 feet and no larger than 32 square feet total.

As a result, this amendment will allow the square feet to remain the same, but provides greater height and width flexibility.

He advised this will be presented to the Planning Commission tomorrow night who will make a recommendation to council:

*AN ORDINANCE TO AMEND Chapter 230--Zoning, Article VI--Signs, of the Code of the City of Milford.*

*The City of Milford hereby ordains:*

*Section 1. Amends §230-26-General Standards.*

*Section 2. Adds a New Paragraph 10 to §230-26(F)--EMB Signs which will read as follows:*

*(10) All EMB Signs shall have a height of no less than a minimum of two feet and no greater than a maximum of five feet. All EMB signs shall have a width of no greater than a maximum of twelve feet and shall be no larger than thirty-two square feet total.*

*Section 3. Amends Sign Chart by clarifying size restrictions of EMB signs in the C-3 zoning district (attached).*

*Section 4. Dates.*

*Introduction to City Council: May 14, 2012*

*Planning Commission Review and Public Hearing: May 15, 2012*

*City Council Review and Public Hearing: May 29, 2012*

*Section 5. The Ordinance shall become Effective no sooner than Ten Days after Adoption by City Council.*

*Adoption of Resolution 2012-05/Copying & Fees Related to FOIA Requests*

*Adoption of Revised FOIA Request Form*

A law was enacted in 2011 that requires all public bodies to use a standard form for FOIA requests in Delaware. The form was established by the Department of Justice.

Title 29 of the Delaware code also requires each body to establish their own rules which involves fees that are charged. Because the former policy addressed our previous form, a new resolution needs to be adopted referencing the revised FOIA form.

Mr. Rutt recommended the resolution be adopted at the May 29, 2012 hearing.

*FY2011-2012 Budget Adjustment/AMR Meter Project Final Upgrade/Electric Reserves (Meter Department)*

The city manager recalled many years ago the city converted to radio read meters. He explained our large industrial customers have a very specific meter which cannot be traded out for radio read. In addition, a lot of those meters are in secured areas that are difficult to get to.

Over time, a retrofitted device was developed that can be placed on these large industrial and other time use meters. This is needed to meet the needs of weekly reads and will complete our system by allowing all meters to be radio read. As a result, a k-base meter upgrade is needed.

The cost to make the upgrade will be \$40,000.00 for both single and three phase services.

Mr. Pikus moved to approve funding for the k-base meter upgrade in the amount of \$40,000 from electric reserves and transferred into Capital Equipment for Electric Meters 223-6250-436-70-40 for payment. Mr. Grier seconded; motion carried unanimously.

Mr. Johnson asked if these businesses receiving these meters are paying a portion of these cost; Mr. Carmean said the tariff requires the city to provide our customers with meters. In addition, all residential customers were upgraded at no cost to them.

*FY2011-2012 Budget Adjustment/Council/Appraisal Fees/General Fund Capital Reserves*

Mr. Carmean advised that council directed him to get appraisals on four different properties. Masten Realty appraised the properties at a cost of \$3,700.

Mr. Pikus moved to approve the transfer of \$3,700 to pay Masten Realty out of General Fund Capital Reserves, seconded by Mr. Starling. Motion carried with no one opposed.

*FY2011-2012 Budget Adjustment/City Hall/Basement Repairs/General Fund Capital Reserves*

The city manager provided a bill to cover the costs of the initial work needed to identify the water problem in the basement. An estimate was also provided to continue the work. He noted there has also been some settlement in some of the sidewalks going into the basement. He thinks that will probably lead to further water damage.

He will provide the second estimate for approval at the next meeting.

Mr. Pikus moved for approval of \$2,340 to be paid from General Fund Capital Reserves to pay for the basement work, seconded by Mr. Gleysteen. Motion carried with no one opposed.

*Adoption of Resolution 2012-06/Authorizes DEMEC to Executive MOU with Governor Memorandum of Understanding/Governor Jack Markell & DEMEC*

Mr. Carmean advised that as part of Governor Markell's economic plan and as an incentive to bring new jobs to Delaware, his intent was to lower municipal electric rates without shifting the costs to other essential services municipalities provide. This memorandum of understanding addresses the agreement made between the nine members of DEMEC and the governor after a couple of months of discussions.

Governor Jack Markell, DEMEC President and CEO Patrick McCullar and city officials of Newark, New Castle, Middletown, Clayton, Smyrna, Dover, Milford, Lewes and Seaford signed a Memorandum of Understanding this past week that addresses this shared commitment in making municipal energy rates more competitive for economic development purposes.

Under the Memorandum of Understanding, the nine DEMEC municipalities agree to lower retail electric rates by at least

10% over the next three years, authorize an economic development rate, or a process for permitting the negotiation of an economic development rate and agree to maintain for a five-year period beginning this fiscal year a limit on the transfer of revenues from electric into its general fund.

Mr. Carmean reported that all three items had already been done in Milford with a cap of \$2.5 million being placed on electric revenue transfers beginning in 1999.

Mr. Carmean noted that because of the time constraint, the MOU was signed on May 9<sup>th</sup> though a vote is still required by each municipality.

When asked how long we would need to comply, Mr. Rutt explained this is an MOU between DEMEC and the State of Delaware. Essentially, city council is endorsing or stating that Milford is behind the understanding. A memorandum of understanding is not an enforceable document unless everyone signs off on it and it is made legally binding. He noted that these MOU's can be amended and changed.

Mr. Carmean said that as a result of this, the governor and legislators will not seek to remove our right to be the only deliverer of services in our incorporated and service area. Otherwise, through new legislation, it could open our service areas and we could potentially lose our large customers.

He reported that we have purchased power into the future through DEMEC with Milford investing 14% ownership of the two quick fire generators. The second is scheduled to go on line in June. He feels it is very important we maintain control ownership of our system and comply with the agreement the governor's office made.

Mr. Carmean believes that most of our legislators understand that a bill passed that potentially cripples our electric could create our property taxes to double or triple. He feels that would not be a good idea for our state legislators as well.

Overall, he is in favor of this and is willing to continue to work to lower some of the rates of our larger users in order to keep our businesses, encourage expansions and bring in new businesses.

In the case of incentives to Seawatch, their real savings have been sewer and water with very little savings seen on the electric side.

He explained that the intent is that five years from now, these municipalities agree not to increase any transfer from electric revenues to the general fund.

Mr. Gleysteen stated that philosophically, he is opposed to this. To him, an MOU does not appear to be legally binding and the state can change their mind in the meantime. The fact is, the City of Milford has a balance that has been working between real estate taxes and electric revenues. We are fiscally responsible and have had no tax increases for a number of years.

On the other hand, Mr. Gleysteen pointed out the state has some significant unfunding liabilities that they have not been able to address. Yet, they are telling Milford to restrict our house. Though it is their right, he feels it is inappropriate and does not care for them stepping in and taking away our rights or methods of management that have worked.

Mr. Carmean agrees with Mr. Gleysteen. He said the fact is Milford is already doing these things with the exception of the five-year transfer. If council is comfortable with the five-year rate of transfer, then he is comfortable with everything else. He recalled council capping the \$2.5 million without going back for many years.

He noted that Milford has a right to make some profit on the electric. The people in Milford own the electric company which helps keep their tax rates down while we continue to provide great services.

Mr. Rutt clarified the transfer is locked for the first three years; during the last two years, if the city sees an un compelling and unanticipated municipal financial need, it can be increased.

Mr. Pikus noted this program was somewhat political because of a potential problem in the northern areas of Delaware

and in particular Newark and the University of Delaware areas. They are hoping to provide more enticing rates because that is the area where some of the largest industries in Delaware were lost.

Mr. Carmean then pointed out that the non-profits and state-owned buildings pay no taxes. The only thing the city receives is the small profit made on their electric. In Dover and Newark, Delaware State University and the University of Delaware create some problems for law enforcement and code departments even though they pay no taxes.

Mr. Gleysteen moved to disprove Resolution 2012-06; Mr. Pikus seconded motion.

When asked for questions, Mr. Pikus asked what happens if this motion does not pass. Mr. Rutt explained that Milford is a member of DEMEC and they are asking that each member approve it. It indicates that as long a DEMEC member is in compliance, the governor would actively oppose any effort to interfere with the exclusive right of the municipality to sell electric to the larger customers. He assumes that if Milford does not agree and one of the larger users later wanted to shop their electric to a third party, the governor would not step in and oppose it.

When asked if they could do that now, Mr. Carmean advised that the municipalities are excluded from deregulation. Mr. Rutt emphasized that if the member participates and agrees, the governor will actively oppose any effort to interfere as stated. If we do not agree, the governor may take the position that we did not sign on and he does not have to oppose it.

Mr. Gleysteen asked if any former governor has tried to enforce or control the manner in which municipalities generate their revenue. No one could recall this occurring.

Motion failed by the following 1-6 vote with one abstention:

No-Mr. Johnson votes no but thanked Mr. Gleysteen for his vote.

Mr. Grier stated he is happy the state is backing off from forcing Milford to sell their electric service. To him this is a gesture of good faith and good will. For the most part, Milford has already met the criteria and he votes no.

Mr. Pikus said he seconded the motion to get the issue on the floor, he has reservations about how our state government works today. Whether it can be trusted remains to be seen; however, this is not binding as stated by our solicitor and he votes no.

Mr. Gleysteen votes yes stating it is not binding by either the city or the state. There is very little sense to vote in favor of Resolution 2012-06. He thinks it sets a precedence for the state to come in and dictate to Milford in the future how we manage our electric department and in so doing it, impacts how we manage our real estates taxes. He does not want to go down that path and feels it is wrong to vote for the resolution.

Mr. Brooks said we have been doing this for thirteen years. When they came down to speak with the city manager, Milford was already doing these things. He feels by not passing this could hurt us in the long run. Therefore, he votes no.

Mr. Morrow abstained.

Mr. Starling and Ms. Wilson both voted no.

Mr. Grier moved to adopt Resolution 2012-06, seconded by Mr. Johnson.

Motion carried by the following 6-1 (and one abstention) vote:

Yes-Johnson, Grier, Pikus, Brooks

No-Gleysteen

Abstain-Morrow

Mr. Gleysteen stated we do not need a memorandum of understanding for something that is not legally binding when we

continue to do the right things to attract economic development to the city.

*Utility Bill Issues/Discontinuance of Late Payment Notice*

The city manager recalled discussing changing from one monthly due date to four due dates and four disconnect dates done on a weekly basis. That procedure is in place and a notification letter is being prepared for our customers explaining the change and when to expect their bills and due dates.

He explained the downfall will be the first month. Our meter reads are based on wards and depending on your ward, a person may receive their next bill with two weeks of usage, three weeks and up to six weeks. Currently, the largest bill involves 31-32 days. Once the first billing cycle is complete, all bills should be back to normal.

Mr. Carmean said he is also considering hiring a company called Bill Trust who maintains the bills which includes printing and mailing the bills. There may be a small savings by using them though currently, the issue is the great deal of time involved in the process by non-billing personnel. Currently, we have city staff stuffing envelopes and traveling to the Dover Post Office for mailing because Milford Post Office no longer accepts bulk mailings. Unfortunately, this ties up our metering staff for hours and hours.

Currently the price to mail a bill is 41 cents; the price offered in this contract will be 35 cents.

Of our approximate 8,000 electric customers, he reported there are 1,800 paying their bills on line. The same 1,800 still receive a printed bill, a return envelope and postage on both. He believes a majority of those customers might opt to receive an on-line bill only which will be a substantial savings to the city.

He will provide further information and a comparison of costs at an upcoming council meeting.

He also explained that presently we mail out about 1,800 late notices which is another substantial cost. A lot of utility companies are no longer sending these notices. Our customers know they receive a bill and know when it is due. There is an option for e-mail notices for those with computers. Mr. Carmean recommends we no longer mail late notices in a cost reducing effort. This will also result in a savings of employee time and will again allow our meter employees to concentrate solely on their duties.

Before he did anything official, he wanted some direction from city council as this will require an ordinance amendment.

Mr. Grier supports the idea noting that he is unaware of any other bills where late notices are sent. You simply receive the next bill that shows the late fee. He also recognizes it will be a substantial savings in a couple areas.

Mr. Brooks moved to proceed with discontinuing the late notices and electric tariff change, seconded by Mr. Morrow. Motion carried with no one opposed.

The ordinance will be prepared for introduction at the May 29, 2012 meeting.

**MONTHLY FINANCE REPORT**

Chairman Pikus announced that the Finance Committee will begin their budget hearings on May 30<sup>th</sup> and May 31<sup>st</sup> at 5:30 p.m. He emphasized we are headed for another tight year and he anticipates even more work than was required the past two years. He encouraged all council members to attend noting the importance of a number of issues.

Mr. Pikus reported that through the ninth month of Fiscal Year 2011-2012 with 75% of the fiscal year having passed, 75% of revenues have been received and 69% of the operating budget expended.

Mr. Pikus moved to accept the March 2012 Finance Report, seconded by Mr. Gleysteen. Motion carried.

**EXECUTIVE SESSION**

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

*Land Acquisition-Pursuant to 29 Del. C. §10004(b)(2) Preliminary discussions on site acquisitions for any publicly funded capital improvements.*

Mr. Pikus moved to go into Executive Session reference discussions on a personnel matter and site acquisitions, seconded by Mr. Grier. Motion carried.

Mayor Rogers recessed the Council Meeting at 8:35 p.m. for the purpose of an Executive Session as is permitted by Delaware's Freedom of Information Act.

*Return to Open Session*

City Council returned to Open Session at 9:15 p.m.

*Executive Session Matter*

Mr. Pikus moved to authorize the city manager to enter into negotiations with the owner of the Walnut Street property for a price of \$225,000 with some possible concessions, seconded by Mr. Grier. Motion carried by unanimous roll call vote.

Mr. Pikus moved to authorize the city manager to enter into negotiations with the owner of the Washington Street property for a price of up to \$55,000, seconded by Mr. Grier. Motion carried by unanimous roll call vote.

Mr. Pikus moved to authorize the city manager to enter into negotiations with the owner of the Northeast Front Street property, seconded by Mr. Grier. Motion carried by unanimous roll call vote.

ADJOURN

With no further business, Mr. Johnson moved to adjourn the Council Meeting, seconded by Mr. Grier. Motion carried.

Meeting adjourned at 9:18 p.m.

Respectfully submitted,

Terri K. Hudson, MMC  
City Clerk

*MILFORD CITY COUNCIL*  
MINUTES OF MEETING  
*May 29, 2012*

The Milford City Council held a Public Hearing on Tuesday, May 29, 2012 in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware to hear the application of:

Eric Dunn of Dunn Development, LLC on behalf of Walter N. Thomas II requesting a Preliminary Major Subdivision of 71.918 +/- acres into 128 lots containing 452 residential units (312 apartments, 128 townhomes and assisted living facility) and a Conditional Use for a Planned Unit Residential Development. Site is located in an R-8 District at 1335 Milford-Harrington Highway (southwest side of State Route 14), Milford, Delaware. Tax Map MD-16-173.00-01-21.00; Tax Map MD-16-173.00-01-22.00

PRESIDING: Honorable Mayor Joseph Ronnie Rogers

IN ATTENDANCE: Councilpersons Steve Johnson, Garrett Grier III, S. Allen Pikus, Dirk Gleysteen,  
Owen Brooks, Jr., Doug Morrow, Sr. and James Starling, Sr.

City Manager Richard Carmean, Police Chief E. Keith Hudson and City Clerk/Recorder Terri Hudson

City Solicitor David Rutt, Esquire

Mayor Rogers called the Public Hearing to order at 7:04 p.m.

Planning Committee Chair Chuck Rini presented the application due to the absence of City Planner Gary Norris.

Mr. Norris advised the application went before the planning commission who voted favorably by a vote of 7 to 1 but added a condition that a noise notification statement be posted in the models and that any potential buyer receive a copy. In addition, Mr. Norris would provide a copy to Baltimore Air Coil as proof.

When asked for questions of council, Mr. Pikus stated that he reviewed the packet and agrees the planning commission did an outstanding job. He noted there were some items removed which he feels were apropos.

Phil Tolliver of Morris & Ritchie Associates was present to represent the application. Mr. Tolliver provided a brief history of the annexation and the first preliminary major subdivision application submitted to the city. That application was withdrawn following the Planning Commission meeting and was never reviewed by City Council. Though it had similarities, this is a new application.

He reported that the project will have two access points. The first access is off Holly Hill Road; the second is off State Route 14. He noted the specific areas where the apartments and townhouses will be located. The current proposal is for 312 apartments in 24 unit-buildings and 128 townhomes comprised of 4-8 units per group. A boardwalk is designed to allow easy access to the centrally located clubhouse, pool and tennis court area with very few tree clearings. The apartments and townhomes equate to 440 dwelling units.

Public utilities will be provided by the City of Milford. A stormdrain system and road will be designed in accordance with city and DelDOT standards. Stormwater management is also being designed in accordance with state and county regulations.

He referenced a recharge area adding they are below the standard in the city code which requires no more than 30% impervious coverage.

Mr. Tolliver explained the water table in one area is somewhat elevated; lakes will serve as stormwater facilities as well as amenity features. A bridge type structure will be created with fountains on both sides. They will also be stocked with fish. The homeowners' association would maintain the green areas and stormwater management facilities that cover several acres.

Mr. Brooks questioned the amount of open space; Mr. Tolliver advised the code requires 25.84 acres though 41.41 acres is planned. He noted that in accordance with the PUD guidelines, there is a requirement of 4.04 acres of active/recreational space though 5.27 is provided.

He emphasized the project is well over the minimum requirements for open space.

In terms of density, Mr. Tolliver reported the allowable density for a PUD is 957 units. In addition, Section 230-48.1(c) states the spirit and intent of a PUD is to give the developer flexibility in the layout. It also allows council flexibility with approval. However, the intent is not to increase density. Density was calculated as though it was a standard by-right project and not as a PUD. Using 8 units per acre (allowable density in R-8 zone) would have allowed 554 units. They are only proposing 440 units.

Mr. Pikus asked if the city code only allows only 12 units per apartment complex; Mr. Tolliver explained that the 12 units per building does not apply in the PUD. The Homestead project, which is located across the road, also allows 24 units per apartment building. That plan went through a PUD process as well and requested the same number of units per building.

He then read section 230-48.1(d) which states: "Other Requirements. Off-street parking, parking beneath buildings, front, side and rear setbacks, landscaping and buffering, lot coverage, number of units per building and building separation shall be as determined by the Planning Commission."

He said the planning commission has the right to determine the maximum number of units. Mr. Pikus confirmed the planning commission recommended 24 units; Mr. Tolliver stated yes and as a tradeoff, the zoning code states that the minimum building separation should be 25 feet. Because they were permitted to go to 24 units, they doubled the building separation to 50 feet.

Mr. Pikus asked how the density was calculated; Mr. Tolliver explained the density is simply a function of the acreage or number of units divided by the acreage. In this case, the allowable density would yield 554 units though this plan is only 440 units. He explained that 440 (units) is divided by 69 (acres) which calculates to approximately 6.5 units per acre.

Mr. Pikus recalled that during the first presentations, density was a key factor. There were questions raised about the use of open space, wetlands, etc. He asked if Mr. Tolliver is considering wetlands as open space. Mr. Tolliver stated that wetlands are open space and in this case involves 2.5 acres.

Mr. Pikus emphasized that wetlands are not usable; Mr. Tolliver agreed that cannot be used in the density calculation. When asked if that was included in the 40%, Mr. Tolliver said it is part of the open space but not usable. In terms of calculating density, the gross acreage is 71.9 acres; the 2.5 acres of non-usable wetlands is then subtracted which leaves roughly 69.5 acres of net usable acreage. He noted that 69.5 multiplied by 8 is 554 allowable units.

Mr. Pikus confirmed that the assisted living facility requested was denied by the planning commission. Mr. Tolliver explained that during the last comp plan review, a questionnaire was sent out to city residents. One of the questions asked of residents was what they wanted to see more of in the city. The number one response was assisted living facilities. Residents also wanted multi family housing and apartment complexes which is similar to what is proposed.

Mr. Tolliver advised that over the past several months, they have had conversations with assisted living facility developers who showed a great deal of interest in this project. However, they were uncertain whether they wanted a low level assisted facility with no medical care (medications would be administered and feeding assistance) or an upper-level facility which would include an Alzheimers or dementia wing. As a result, the developers were unsure of what to do in terms of the matrix of the assisted living facility. This was discussed with the planning commission last month at which time they were reviewing two applications. This application involved apartments and townhouses but not the assisted living. The second application was for a conditional use for the assisted living facility and was not approved. It was not approved because they were unable to provide the information the planning commission needed. The developer was basically asking for an ok to proceed with some sort of living facility. Their plan was to submit the final site application before construction could begin. At that point, they would have a definite plan in place. However, the builders needed a better comfort level the plan would be later accepted which is the reason they attempted to get a tentative or conceptual approval for the assisted living facility.

Mr. Tolliver stated they also talked with Milford Memorial Hospital who provided a letter of support for their plan for an assisted living facility. However, that is not part of this application.

Mr. Pikus said he does not doubt Mr. Tolliver's calculation though a better review is needed; Mr. Tolliver advised the city solicitor and planning commissioner reviewed the density calculations and found them to be accurate. The application has been through DAC and their comments addressed. In addition, he has met with the city engineer on numerous occasions. According to Mr. Tolliver, all parties have reviewed and approved the calculations currently shown on the plan.

He then emphasized this is only a preliminary plan noting that he will be back with the final plan for council review.

Mr. Tolliver then referenced renderings of a similar project. He stated they plan to start construction of the project as soon as possible noting the waiver of the hook up fees which he said is an incentive.

He pointed out that extensive landscape berms are planned around the perimeter between the neighbors to the east and to the south. Meandering berms with plantings will line the sides, along with a white fence, similar to those that currently exist at the Rookery Golf Course on Route 1.

Parking exceeds the 2.5 spaces per apartment unit as well as for the townhouses. Mr. Tolliver explained that there will be overflow parking in the interstitial spaces around the green areas.

Mr. Brooks noted that there are 440 units with 2.5 vehicles would be more than a thousand cars. Mr. Tolliver said the code requires 2.5 spaces per unit and the exceeded that number. He agrees that more parking is preferred.

When asked the exact number of parking spaces, Mr. Tolliver stated that the apartment section requires 780 spaces though they are providing 799 spaces. The townhouse section requires 320 and 328 are planned. He feels that Milford's requirement of 2.5 spaces is higher than the 2 spaces typically required in other towns.

It was confirmed that the application will still need to go through the DeIDOT process.

Mr. Tolliver stated that in summary, they are asking for the same concept as the Homestead property across the road. He then asked for approval of the plan noting that the DAC and planning commission reviewed the plan and both recommend approval.

City Solicitor Rutt reported the application was initially for 452 units. However, Milford's Planning Commission pared off 12 units because of the assisted living. Their resolution contains an approval of the planned unit development. Their vote took into account the reduction of the 12 units on the assisted living and the component the application was not part of the approval.

Mayor Rogers then asked for comments from the public.

Noel Primos of 144 Church Hill Road then addressed council stating he had also attended the planning commission meeting. He said that as a resident of the area, he does not feel this proposed development fits with the character of the area which is primarily rural and single family homes.

Mr. Primos also noted that Mr. Tolliver indicated they are seeking to do the same type development that was proposed with the Homestead Development across the road. That development has not gone forward. He pointed out the Homestead Development was zoned R-3 and when the planning commission recommended 24 units in each building in this plan, he does not believe they understood the Homestead development was zoned R-3 and a higher density.

Mr. Primos further stated that though the assisted facility is not under consideration because it was not approved by the planning commission, he does feel that should be taken into account as council considers the application. He said the proposal was for a 114-bed facility. One reason it was denied is because it was a very vague. The proposal was for an assisted living facility and the city solicitor raised the point there is a difference between an assisted living facility and a nursing home. Some of the things being described were more in line with a nursing home. He said the solicitor also noted the difference between the Heritage and Milford Center. He said there is a wing at the Heritage where the residents are free to come and go and many have their own vehicles. In this case, the proposed parking would have been insufficient to accommodate the 114-bed facility.

Mr. Primos reiterated a minimal assisted living facility is a different matter than a nursing home facility. Therefore, it makes a difference when considering density. When taking into account a number of mini apartments as are provided in the Heritage, it is a much different scenario which should be considered when calculating density.

He then referenced the fish-stocked stormwater ponds. He noted there will be run off from the parking lots that have oil residue and will affect the survival of aquatic life in the stormwater ponds.

He also asked if there have been similar type developments by this developer in other areas and questioned their history. Mr. Primo said if there is a possibility of an assisted living facility, how have those type facilities worked in conjunction with apartments and townhomes.

Concerns were also raised by a number of residents about the increase in traffic on Route 14 which is already a busy thoroughfare. Even though the assisted living facility is not being considered, a traditional nursing home with medical personnel coming and going or with minimal assisted living with residents coming and going will all have an impact.

Mr. Gleysteen then commented that he drives by this area every day. As can be seen by the photo, the area is all farmland and wooded. Having an R-8 there does not make sense to him. That zone should be complimentary to the surrounding area; he feels that R-8 is not complimentary to A-R or R-1. He understands this meets the zoning though it does not seem to fit within the area.

Though he is unaware of the average person per residential unit is, considering the 452 with two people living in each is about 10% of the size of Milford now. They will all be crammed into a 71-acre parcel. He has some serious concerns about the proposed density and location on the outskirts of town.

Mr. Pikus agrees with Mr. Gleyseen's concerns. He recalled that during the zoning hearing, he had requested it be zoned R-1 though it was approved with an R-8 zone. He noted that the road conditions fall under DeIDOT jurisdiction though he has a major question about the density being proposed. He does not question Mr. Tolliver's calculation though he is unsure how it was calculated though Mr. Tolliver provided an explanation.

Mr. Pikus has a major problem going from 12 units to 24 units and though the development was approved across the road, nothing has been developed.

He commends the planning commission's review though they did not consider the difference in the R-3 and R-8 zone.

He then referenced a very serious accident that occurred on the highway this morning that may have been a fatality. He reiterated that he understands that falls under DeIDOT's jurisdiction.

Mr. Pikus asked that the record reflect he has a major problem with the density in comparison to this location.

Mr. Brooks added that he agrees with Mr. Gleysteen and Mr. Pikus noting the same concerns.

When asked if anyone else wished to comment, no one responded.

Solicitor Rutt then explained this is an R-8 zone stating that if the proposed use fits the criteria of the R-8, it cannot be denied on that basis. He said the law is very clear that if a use is proposed that is permitted in the zone of a code, it cannot be denied.

Mr. Pikus asked the purpose of density; Mr. Rutt explained it must meet the density criteria. He further stated the density was reviewed on the preliminary, but when the final site plan is laid out, it must meet the density requirement criteria listed in Section 200-3 that outlines what is and what is not open space. If the final site plan is presented and does not meet the criteria, that number could be reduced.

The solicitor also clarified the density under an R-8 is 8 units per acre.

When asked by Mr. Pikus if they are putting more than 8 units per acre by using the 24 units per building versus the 12 units per building prescribed in our zoning ordinance, Mr. Rutt explained that is a different issue. He said the ordinance allows 12-unit apartments with 25 foot spacing. Because it was filed as a PUD, council has the flexibility to adjust that number. The idea of a PUD is creativity in the design. What is proposed is 24 units per building as opposed to 12; under a PUD, council has the flexibility to adjust it.

Mr. Pikus confirmed that council has the right to deny the 24; Mr. Rutt advised that because this is a major subdivision and a conditional use (PUD), council can impose conditions they feel are needed.

Mr. Pikus questions the calculation on open space; Mr. Rutt explained that will be part of the final site plan. The planning commission will use what is on the final site plan. He said the definition clearly defines open space which states it cannot include specific areas of land. In addition, the ten subparts are listed.

Mr. Rutt explained that council could make a condition that there be no open space that does not take into account the ten criteria in the calculation.

Mr. Brooks asked if the additional thousand cars can be considered; in his opinion, that is a conservative number because there could be 1,138. He does not feel that area is capable of handling a thousand more vehicles. Mr. Rutt reiterated that is a DeIDOT issue. Mr. Brooks responded by stating that he went on record, at the time of the Homestead review, that DeIDOT has never denied any application he is aware of.

Mr. Rutt understands but emphasized it is a DeIDOT issue.

Mr. Brooks referenced the backups yesterday at the Route 113/Route 14 intersection where traffic was at a standstill. He noted this will add another thousand cars into the mix.

The public hearing was then closed by Mayor Rogers asking councils' pleasure.

Mr. Pikus moved to deny the application based on the questions regarding open space. He then asked for verification from the city solicitor that density cannot be used. Mr. Rutt explained that 71 multiplied by 8 comes to 568; the applicant is proposing 440. However, there are adjustments with regard to what can be included in the density figures. That is why he referenced the final site plan during which time those calculations will need to be correct.

Mr. Pikus asked if his motion to deny the application is legal; Mr. Rutt asked if the motion is to deny the request for the subdivision. Mr. Pikus stated yes for the subdivision as presented and asked if he is legal; Mr. Rutt said he does not think so.

Mr. Johnson asked if council can address the 24 units per building; Mr. Rutt said a condition can be made that 24 units per building be reduced to 12 units. Mr. Pikus said he is not satisfied with the proposal as presented this evening and feels there is room for error. In his opinion, council needs more information. If it is more appropriate to table it, he will make that motion.

Mr. Morrow said we need to keep in mind this is just a preliminary; Mr. Grier asked if more information is provided during the site plan approval. Mr. Morrow said we are trying to get all questions answered at this point though they are unable to provide that information.

Mr. Pikus reiterated that he made a motion to deny the application based on the increase from 12 to 24 units per apartment building and the proposed use of open space.

Mr. Rutt reminded council that site plans do not come before council and fall under the jurisdiction of the planning commission.

Mr. Johnson seconded the motion.

The vote resulted in the following 4-3 vote:

Yes-Johnson, Pikus, Gleysteen, Brooks

No-Grier, Morrow, Starling

Mr. Johnson stated he votes in favor of the motion noting that last time he came before council we added a lot of flexibility in what could be done with this property. However, 24 units in a building was not one of them and he is not in favor of that.

Mr. Grier votes no based on the fact we approved the land for R-8 which is 8 units per acre. There is still a final site plan review and the plan still needs DeIDOT approvals and there are questions regarding the motion itself according to our city solicitor.

Mr. Pikus votes yes based on the information he presented.

Mr. Gleysteen votes yes adding he also has safety concerns about the impact this density will bring to the local area that he does not see addressed in this PUD.

Mr. Brooks votes yes.

Mr. Morrow votes no stating that he feels there are some questions that do not need to be answered at this time. Also, council at this stage has wiggle room as far as moving it from 24 down to 18 or 12. He said to kill this project may do away with our economic development effort. He understands the thousand car concern though this will not happen next week. Instead, he feels it could 20 years to build out. It will also be built out the way the city wants. It may not end up with 24 per building. However, to sit here after all efforts of Mr. Grier in relation to economic development and jobs and to turn down the one project that comes to Milford in the last five years, he will not agree. He would like for Mr. Pikus to rescind his motion and allow us to go back to the drawing board and get something we want there. If he understands this right, if the application is denied, they are unable to come back for another year.

Mr. Rutt stated there was a recommendation from the planning commission to approve the application. In order to overturn the recommendation, a three-quarter vote is needed. Therefore, it would have to be turned down by six yes votes.

Mr. Morrow continued by stating he believes there is room to make this work for the benefit of the city, the benefit of the developer and jobs and economic development. He said we are trying to hire an economic development director while stating we are not interested in this so he votes no.

Mr. Starling votes no.

Mr. Rutt then stated the vote does not overturn the recommendation of the planning commission.

Mr. Pikus then moved to table the application. Mr. Gleysteen seconded the motion.

When asked for questions, Mr. Morrow questioned why it is being tabled. Mr. Pikus said he feels it is wrong to question the economic development issue noting that all of council is in favor of economic development. He emphasized there are too many unknowns just to approve it carte blanche.

Mr. Morrow feels it is not being approved carte blanche because it will come back. Right now, council has the capability to say we want 12 or 18 instead of 24. He will not agree to kill it completely.

Mr. Rutt explained that council has the right to vote and approve it subject to conditions. Council can oppose its own conditions on the approval.

Mr. Morrow stated that one condition could be for Mr. Pius to reduce it from 24 to 20. Mr. Pikus said he is uncomfortable with 24 and uncomfortable with the open space.

Mr. Morrow said that comes with the site plan and to him we are trying to put the cart before the horse.

Mr. Pikus asked if the open space comes under the site plan; Mr. Rutt explained that when the final site plan is reviewed, it must meet the open space requirements. Mr. Pikus confirmed that council does not review the site plan. Mr. Rutt agreed stating that under a PUD, there is flexibility. Council has the right to add a condition that the application has to meet the ten criteria under what is not included in open space in the definition of the Subdivision of Land Code. In that manner, the applicant will have to meet each and every criterion or it must be built into the formula to assure whatever open space available is maximized.

Mr. Pikus asked if a motion can be made that the applicant must comply with all ten stipulations under the open space section in the subdivision code and the units be reduced from 24 to 12. Mr. Morrow stated he must do that anyway. If we kill it, he is unable to come back for a year.

Mr. Brooks asked if we can make an exception to that requirement as well.

Mr. Tolliver then asked if the public testimony closed; Mr. Rutt stated the record is closed.

Mr. Rutt then announced that he misspoke about the earlier vote and explained that the code states that if the planning commission votes to deny the application, a three-quarter vote of city council is needed to overturn it. Therefore, the first motion to deny the application by a vote of 4-3 actually passed. He apologized for the error.

Mr. Pikus then withdrew his first motion to deny the application; Mr. Johnson withdrew his second.

Mr. Pikus then stated that he also withdraws his second motion to table the application; Mr. Gleysteen withdrew his second.

Mr. Pikus then moved to approve the application for a maximum of 440 units subject to the condition that the apartment buildings not exceed 12 units per building, that the open space must meet the ten points set forth in Section 200-3 of the Subdivision Code, that (1) a Sellers Disclosure statement detailing the existing industrial use on the neighboring property will be required, (2) a separate form, similar to the Sellers Disclosure statement, will be provided to people at the model home(s) and (3) the statement detailing the existing industrial use on the neighboring property will be added to the HOA documents.

When asked for questions, Mr. Gleysteen asked if a new PUD will come back before council; Mr. Rutt explained the site plan will then go before the planning commission. Mr. Rutt then advised that can be added as a condition as well.

Mr. Starling then asked why the reduction from 24 to 12; Mr. Pikus referenced the code which states 12 units.

Mayor Rogers then asked Planning Commission Chairman Rini to comment on the question. Mr. Rini then asked the city solicitor if he should explain how the planning commission went from 12 units per building to 24. Mr. Rutt advised that is councils' decision. There was no response from council members.

Mr. Morrow then stated that the reduction will only change the number of buildings which will now double. He said that with 12 units to a building, it appears there will be 30 buildings. That will also reduce the amount of open space.

Mr. Morrow seconded motion. Motion carried by the following 6-1 vote:

Yes-Johnson, Grier, Pikus, Brooks, Morrow, Starling  
No-Gleysteen

Mr. Gleysteen stated he is voting no because the higher density is going to create a number of safety concerns to the intersection and he does not feel that has been properly addressed.

Mr. Brooks stated he agrees with Mr. Gleysteen noting that the traffic in the area concerns him though he will vote yes just to keep it on the table so that something can be done. However, he emphasized his concern about traffic as well.

Mr. Morrow votes yes to keep the project moving adding that this type housing is needed in the city.

*Adoption of Ordinance 2012-06*

Mr. Morrow moved to adopt Ordinance 2012-06 as amended and consistent with the motion, seconded by Mr. Pikus:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILFORD, DELAWARE APPROVING A CONDITIONAL USE TO ALLOW A PLANNED UNIT DEVELOPMENT TO BE KNOWN AS HICKORY GLEN FOR ERIC DUNN OF DUNN DEVELOPMENT, LLC ON BEHALF OF WALTER N. THOMAS II ON 71.918 +/- ACRES IN AN R-8 DISTRICT LOCATED AT 1335 MILFORD-HARRINGTON HIGHWAY, MILFORD, DELAWARE. TAX MAP NO(s): MD-16-173.00-01-21.00 and MD-16-173.00-01-22.00.

Whereas, the City of Milford Planning Commission reviewed the application at a Public Hearing on April 17, 2012 and has presented item to be considered by the City Council; and

Whereas, Milford City Council held an advertised Public Hearing on May 29, 2012 to allow for public comment and review of the application; and

Whereas, it is deemed in the best interest of the City of Milford to allow a Conditional Use for a Planned Unit Development as herein described.

Now, Therefore, the City of Milford hereby ordains as follows:

Section 1. Upon the adoption of this ordinance, Eric Dunn of Dunn Development, LLC on behalf of Walter N. Thomas II is hereby granted a Conditional Use Permit in accordance with the application, approved plans and the following conditions:

- (1) 440 units approved
- (2) apartment buildings cannot exceed 12 units per building,
- (3) open space must meet the ten points set forth in Section 200-3 of the Subdivision Code,
- (4) a sellers disclosure statement detailing the existing industrial use on the neighboring property will be required
- (5) a separate form, similar to the sellers disclosure statement, be provided to people at the model home(s)
- (6) statement detailing the existing industrial use on the neighboring property will be added to the HOA documents

Section 2. Construction or operation shall be commenced within one year of the date of issuance or the conditional use permit becomes void.

Section 3. Dates.

Adoption Date: 05-29-12

Effective Date: 06-08-12

Motion carried by unanimous roll call vote.

Mr. Brooks then discussed the PUD ordinance noting that the original PUD's were different from what is requested today. City Manager Carmean agreed that the applications now are geared more toward the maximum density. However, they do allow creativity as Mr. Rutt alluded to though when the creativity is being done for profit is not always good for the city.

Mr. Brooks said we have opened the door and developers now want the maximum density which he feels takes advantage of its intent. Mr. Carmean advised the ordinance can be changed if council is unhappy with it.

Mr. Brooks again reiterated his concern with an additional thousand cars being added to the Milford-Harrington Highway traffic.

Mr. Gleysteen commented that economic development is much more than building housing developments though it may provide short term jobs. Typically, it involves three workers per house per year. He agrees it will bring new homes and construction, but a couple

homes can instead be built in different areas without creating high density and related problems to one small area. He favors economic development but does not feel that applies in this situation.

Mr. Pikus emphasized there are more than a thousand undeveloped lots zoned R-3 in the city.

Mr. Carmean feels that though council reduced the number of units per building from 24 to 12, he does not believe the area residents will be any happier. He said there is a code that allows a PUD and he does not believe this will be the last complaint.

*Adoption of Ordinance 2012-07*

*Chapter 230--Zoning Code Amendment/Article VI--Signs*

Planning Commission Chair Rini then presented the following zoning code amendment for adoption:

AN ORDINANCE TO AMEND Chapter 230--Zoning, Article VI--Signs, of the Code of the City of Milford.

The City of Milford hereby ordains:

Section 1. Amends §230-26-General Standards.

Section 2. Adds a New Paragraph 10 to §230-26(F)--EMB Signs which will read as follows:

*(10) All EMB Signs shall have a height of no less than a minimum of two feet and no greater than a maximum of five feet. All EMB signs shall have a width of no greater than a maximum of twelve feet and shall be no larger than thirty-two square feet total.*

Section 3. Amends Sign Chart by clarifying size restrictions of EMB signs in the C-3 zoning district.

Section 4. Dates.

Adoption: May 29, 2012

Effective: June 8, 2012

He explained that the original ordinance stated the sign would be 32 square feet with a ratio of 3x4. The sign companies then informed the city they do not make a 3x4 sign. Therefore, a new paragraph was drafted by the city planner as stated above.

Mr. Grier moved for adoption of 2012-07, seconded by Mr. Gleysteen. Motion carried by unanimous roll call vote.

With no further business, Mr. Pikus moved to adjourn the Public Hearings, seconded by Mr. Morrow. Motion carried.

Meeting adjourned at 8:16 p.m.

Respectfully submitted,

Terri K. Hudson, MMC  
City Clerk/Recorder

*MILFORD CITY COUNCIL*  
MINUTES OF MEETING  
*May 29, 2012*

The Monthly Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware on Tuesday, May 29, 2012.

PRESIDING: Mayor Joseph Ronnie Rogers

IN ATTENDANCE: Councilpersons Steve Johnson, Garrett Grier III, S. Allen Pikus, Dirk Gleysteen, Owen Brooks, Jr., Douglas Morrow, Sr., and James Starling, Sr.

City Manager Richard Carmean, Police Chief Keith Hudson and City Clerk/Recorder Terri Hudson

City Solicitor David Rutt, Esquire

CALL TO ORDER

Mayor Rogers called the Monthly Meeting to order at 8:16 p.m.

INVOCATION AND PLEDGE

The Pledge of Allegiance followed the invocation given by Councilman Starling.

RECOGNITION

*Proclamation 2012-10/Honoring Teresa K. Hudson/MMC Designation*

Mayor Rogers then surprised City Clerk Hudson with the following proclamation which was read into record by Councilman Pikus:

Whereas, The Office of the Municipal Clerk is the oldest among public servants and a vital part of local government that exists throughout the world; and

Whereas, Beginning her public service in 1978, Teresa K. Hudson served as the Administrative Assistant to the Chief of Police before her appointment to the position of City Clerk of the City of Milford on July 28, 1997; and

Whereas, As the City Clerk, Teresa K. Hudson provides the professional link between the citizens, Milford City Council and agencies of government at all levels while being ever mindful of her neutrality and impartiality, rendering equal service to all; and

Whereas, after dedicating more than four years to completing the requirements of the International Institute of Municipal Clerks (IIMC), Teresa K. Hudson earned the distinction of Master Municipal Clerk on March 16, 2012; and

Whereas, eligibility for this prestigious title requires the individual be an active member of IIMC, a Certified Municipal Clerk, complete demanding education requirements and demonstrate a record of significant contributions to their local government, community and state; and

Whereas, Milford City Council is pleased to commend the achievements of Teresa K. Hudson and share our pride in her success and in the important role she plays in enhancing the democratic process in the City of Milford; and

Whereas, Teresa K. Hudson is only one of two current Delaware Municipal Clerks to be named a master municipal clerk and the third from Delaware to receive this designation.

NOW THEREFORE, BE IT RESOLVED THAT, I, Joseph Ronnie Rogers, Mayor of the City of Milford, join in recognizing Teresa K. Hudson, MMC for this meritorious accomplishment and extends his sincere congratulations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this 29<sup>th</sup> Day of May in the Year of our Lord Two Thousand and Twelve.

s/Mayor Joseph Ronnie Rogers

Mr. Pikus then presented the proclamation to Ms. Hudson on behalf of city council and city employees in recognition of exceptional accomplishments in her position as Master Municipal Clerk. It was noted there are only two persons in the State of Delaware that hold that position and that in the history of Delaware, there have only been three.

Mayor Rogers then congratulated Ms. Hudson noting this is an achievement for the entire city and its residents.

Mr. Carmean stated that this is first for the city being the first proclamation he has ever written.

Ms. Hudson thanked the Mayor, City Council and city manager for allowing her the time away from the office needed to obtain the educational requirements needed for this designation.

#### COMMUNICATIONS

Mr. Pikus then thanked the administration, mayor and city council and entire city for the condolences he received in the recent loss of his brother, Terry. He said it was well appreciated by his entire family. He also personally thanked Chief Hudson and his entire staff for their assistance with the procession noting they went well above the call of duty.

City Manager Carmean then announced a ceremony will be held at DEMEC in Smyrna on June 7<sup>th</sup> at 11 a.m. when the new Warren Beasley #2 Power Unit will be put into operation.

City Solicitor Rutt announced that invitations were mailed for the Rotary Clubs Can-Do Playground Groundbreaking on June 11<sup>th</sup> at 11 a.m. at 101 Delaware Veterans Boulevard.

#### UNFINISHED BUSINESS

##### *Adoption of Resolution 2012-05/Copying & Fees Related to FOIA Requests & Revised FOIA Request Form*

Delaware FOIA law requires each public body to develop a FOIA policy. With the recent enactment of a law requiring all municipalities to use a standard request form, a new document was developed and our policy amended. A copy of the new FOIA form is included in the council packet.

Mr. Morrow moved to adopt the following resolution, seconded by Mr. Pikus:

WHEREAS, requests are made of the City of Milford for public records, certain documents, correspondence and reports by person(s); and

WHEREAS, the City Council of the City of Milford authorizes the Office of the City Clerk and other City departments (hereafter referred to as "The City") to assess and collect a reasonable fee by an interested person pursuant to the Freedom of Information Act or other applicable law; and

WHEREAS, the City shall make every reasonable effort to respond to a request within ten (10) days; and

WHEREAS, the City is not required to create records that do not exist at the time the request is made; and

WHEREAS, the City may authorize certain exemptions from such fees and charges, as deemed appropriate; and

WHEREAS, all requests for Law Enforcement Records fall under the jurisdiction and policies and procedures of the Milford Police Department and shall be immediately forwarded to the Chief of Police or made directly at the Milford Police Department.

NOW THEREFORE, IT IS HEREBY RESOLVED that the Mayor and Council authorize the following fees be charged for complying with a request under the FOIA, as applicable:

#### Duplicating/Copying Fees

The following are duplicating/copying charges for providing public records:

- (1) Standard Sized, Black and White Copies  
Cost for duplication or publication, including labor, for standard sized, black and white public records shall be \$0.25 per page, for 8.5" x 11", 8.5" x 14", and 11" x 17" sized paper.
- (2) Computer/Electronically Generated  
Charges for copying records maintained in an electronic format will be calculated by the material costs involved in generating the copies (including, but not limited to: cassette tapes, video tapes, computer disk costs) and administrative costs. Actual costs shall be assessed for copying computer generated records and providing other materials such as video tapes, computer disks, etc.

#### Administrative Fees

The following are administrative fees for providing public records:

- (1) Actual Labor Costs  
In calculating the cost of labor incurred, the City may not charge more than the hourly wage of the lowest paid City employee capable of retrieving the information necessary to comply with the request. Labor charges will be billed to the requestor per quarter hour. Labor charges will be in addition to any duplicating/copying charges. Charges for actual labor costs include:
  - \* Staff time associated with processing FOIA requests;
  - \* Locating and reviewing files;
  - \* Monitoring file reviews;
  - \* Generating computer records (electronic or printouts); and
  - \* Any other time rendered by the employee in researching, examining, developing, duplicating, reviewing, and separating exempt from nonexempt information that has been requested.
- (2) Other Costs  
Any other actual costs associated with fulfilling a request for information, such as postage, shall be at the expense of the requestor.

If the City does not have the resources or equipment to duplicate requested records, the City, at its discretion, may arrange to have records duplicated by an outside contractor. In this instance, the requestor will be liable for payment of these costs.

Motion carried.

#### *Introduction of Ordinance 2012-10 /City of Milford Electric Tariff Amendment/Late Notice Discontinuance*

Mr. Carmean recalled this matter being discussed at the last meeting, Because this is a change in our utility billing procedure, an ordinance amending the tariff is required.

Mr. Grier then introduced the following ordinance:

An Ordinance to Amend the Regulations of the City of Milford by Revising Section 4, Payment Terms of Chapter 119, Electrical Standards-Rules and Regulations-of the City of Milford Code by Repealing the Requirement that Written Notices of Service Termination will be provided by the City of Milford if Payment is Not Received.

The City of Milford Hereby Ordains as follows:

Section 1. §4(E) of the City of Milford Electric Tariff is hereby amended by replacing “Late Payment Notice” with “AUTHORITY TO DISCONTINUE SERVICE FOR NON PAYMENT”, repealing the first sentence in its entirety, adding “FOR NON PAYMENT to second paragraph and adding “SUCH TERMINATION OF SERVICE WILL BE WITHOUT WRITTEN NOTICE” as a new, third paragraph.

## RULES AND REGULATIONS

### Section 4 - Payment Terms

#### E. ~~Late Payment Notice~~ AUTHORITY TO DISCONTINUE SERVICE FOR NON PAYMENT

~~A notice will be sent to the Customer stating that service will be terminated by a given date if payment is not received.~~

The City of Milford reserves the right to discontinue service FOR NON PAYMENT 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.  
(See Section 15-A-3).

SUCH TERMINATION OF SERVICE WILL BE WITHOUT WRITTEN NOTICE.

#### Section 2. Dates.

City Council Introduction: May 29, 2012

Adoption Date: June 11, 2012 (Projected)

Effective Date: June 21, 2012 (Projected)

A final vote is scheduled for the next meeting.

At 8:79 p.m. Vice Mayor Morrow took over as presiding officer when Mayor Rogers had to leave the meeting for an appointment.

## NEW BUSINESS

*City of Milford Interconnection Agreement*

*Facilities Study Agreement*

*Feasibility Study Agreement*

*System Impact Study Agreement*

Mr. Carmean advised that these agreements have been reviewed numerous times including one by our city solicitor. Last this afternoon, the following paragraph was added:

*Concurrent with the execution of this Agreement (or if requested at any time hereafter by Utility) the Parties hereto shall execute a Facilities Study Agreement, a Feasibility Study Agreement and a System Impact Study Agreement, if requested by Utility (City of Milford). The results of such ancillary Agreements shall establish milestones to implement this Agreement if requested by Utility.*

Mr. Pikus asked if each member is required to pay \$1,000 per study. Mr. Carmean stated yes if we request a study. In the future, he said this will help the city meet our green energy requirements. In addition, all DEMEC members will

benefit from the fact we don't have the capacity charges to pay on the 12 megawatts. Once the city system reaches 10, it will continue to generate though the meter will run backwards which means a credit to all DEMEC members.

He explained that Sunolar needs to go to settlement on June 1<sup>st</sup> on the property. He is unsure if the balance of the agreements will be needed because the feasibility and facility issues were already considered. However, it is required for their financing.

The city manager prefers to postpone approval. If he is correct, he would like it adopted with the stipulation it can be removed. Mr. Rutt agreed that is appropriate.

Mr. Pikus moved to postpone, seconded by Mr. Grier. Motion carried by unanimous roll call vote.

#### EXECUTIVE SESSION

*Pursuant to 29 Del. C. §10004(b)(2) Preliminary discussions on Site Acquisitions for Publicly Funded Capital Improvements*

Mr. Pikus moved to go into Executive Session reference discussions on site acquisitions, seconded by Mr. Grier. Motion carried.

Vice Mayor Morrow recessed the Council Meeting at 8:35 p.m. for the purpose of an Executive Session as is permitted by Delaware's Freedom of Information Act.

#### *Open Session*

Council returned to open session at 8:43 p.m.

#### *Executive Session Matters*

Mr. Pikus moved to approve the land acquisition, seconded by Mr. Grier. Motion carried with no one opposed (6-0).

#### ADJOURN

With no further business, Mr. Pikus moved to adjourn the Council Meeting, seconded by Mr. Starling. Motion carried.

Meeting adjourned at 8:44 p.m.

Respectfully submitted,

Terri K. Hudson, MMC  
City Clerk/Recorder

*MILFORD CITY COUNCIL*  
MINUTES OF MEETING  
*May 29, 2011*

The City Council of the City of Milford met in Workshop Session on Tuesday, May 29, 2012 in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware.

PRESIDING: Vice Mayor Douglas Morrow, Sr.

IN ATTENDANCE: Councilpersons Steve Johnson, Garrett Grier III, S. Allen Pikus, Dirk Gleysteen, Owen Brooks, Jr. and James Starling, Sr.

City Manager David Baird, Police Chief Keith Hudson and City Clerk/Recorder Terri Hudson

City Solicitor David Rutt

The Workshop Session convened at 8:45 p.m.

*Downtown Milford, Inc./Directional Signs/Scott Angelucci*

Mr. Angelucci stated they are moving forward with the idea they started a few years ago with the visioning project. During that time, Downtown Milford (DMI) worked closely with Delaware Economic Development Office (DEDO) to get a concept of what was needed to revitalize the downtown area. A lot has since been accomplished as they continue to proceed. At the next board meeting they will revisit their visioning and examine how far they have come and determine if they are on track or need to redefine the vision. However, he feels they remain on course.

He said they are working on promoting the assets of the downtown area to travelers. DEDO taught them by showcasing their assets—downtown area, riverwalk, non-profits and art league, they can be used for economic development. Promoting the area to people traveling around the city who are unfamiliar with the area allows them to tap into some of the tourism occurring in surrounding areas. He then presented the artist rendering of the proposed sign on Route 1, both on the north and south side.

Mr. Angelucci explained the idea is to promote to Route 1 and Route 14 travelers the branding which highlights Milford as a rivertown, art town and hometown. The letters will be about 4 feet tall so they can be seen from a distance and will be in the area of the Route 30 overpass.

He is currently looking for inexpensive pricing because the city has requirements other than just signage. He asked council for a preliminary approval of the concept.

He said that in addition, attraction signs will be provided and installed by DeIDOT. He said Design Committee Chair Mitch Edmondson and he met with Mr. Carmean to discuss getting signs for attractions that will help highlight the downtown areas. However, the city will need to provide the costs.

DeIDOT conditions for such attractions require they are 501(c)3's, have established hours and are three miles from the established sign. Included would be the Milford Museum, Mispillion Art League, Delaware Music School, Milford Library and possibly the Riverwalk area.

He confirmed that the signs would be north of Milford or just south of Lynch Heights.

When Mr. Angelucci reiterated the city would pay for the attraction signs, Mr. Pikus asked the cost; Mr. Angelucci said they had an estimated cost of \$1,500 for either two or three signs depending on where they are placed. The intent is to place a sign on the north end of the city, one on the south end of Route 1 and possibly another on Route 14.

When asked, Mr. Angelucci said it is preferred the branding signs be lit which is another consideration when determining the design. He has consulted with some sign companies who informed him the signs would be created on a metal framework with a wire grid. A composite letter would be fastened to the grid. Plantings would also be provided.

Mr. Pikus then asked how the branding signs will be funded; Mr. Angelucci said they hope to obtain the money from city council though there is a possibility it could be a joint effort of DMI and city council. The money they received for the banners was obtained from the USDA through an art grant. He is unsure if this would fall under those guidelines.

Mr. Angelucci said it was agreed that Parks and Recreation would be responsible for maintaining the plantings. It was then confirmed that the Parks and Recreation Director was aware and in agreement.

He then explained the idea to promote cultural tourism by utilizing the arts, museum and architecture. This will attract travelers who will spend money in this community.

The state will provide some marker signs for the other attractions. He confirmed they also have a couple of marker signs on the gateway signs.

It was confirmed the plan is to place a sign on the northbound and southbound of Route 1. Mr. Gleysteen asked about Route 113; Mr. Angelucci said they are placing them on the roads with the most impact. Mr. Gleysteen feels that Route 113 will have more traffic than Route 14. Mr. Angelucci explained that Route 14 is used by Washington, D.C. and Baltimore area residents. Their focus is to pick up those traveling to the beaches from all metropolitan areas. Their long term plan is to replace other signage on Route 113 with the new branding as well.

As a business owner, he said they are struggling to continue to promote the downtown area though they have come a long way since the economic downturn. They get some support from the city though it is beneficial to get more support from travelers to this area.

Mr. Pikus recalled previous signs that incorporated the Kiwanis Club, Rotary Club and the Moose. He asked if that has been considered. Mr. Angelucci said there may be another place for that but the intent is to establish the branding and the two should not be mixed together.

Mr. Morrow said that council is probably very supportive, and this something that could be considered at that time. Mr. Pikus agrees noting that the costs must be provided before anything can be considered.

Mr. Angelucci said he is getting some prices and though he has obtained some already, other components are needed.

Mr. Pikus asked that he provide something by Wednesday or Thursday and suggested a package. Mr. Angelucci stated he will oblige.

With no further business, the Workshop Session of Council concluded at 8:57 p.m.

Respectfully submitted,

Terri K. Hudson, MMC  
City Clerk/Recorder