

# City of Milford



## AGENDA

Monthly Council Meeting

December 9, 2013

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

7:00 P.M.

### COUNCIL MEETING

Call to Order - Mayor Joseph R. Rogers

Invocation

Pledge of Allegiance

Approval of Previous Minutes

Recognition

Monthly Police Report

City Manager Report

Committee & Ward Reports

Communications & Correspondence

Unfinished Business

Adoption/Ordinance 2013-13/Chapter 84/Amendment/Bicycles, Skateboards and other Conveyances  
Approval/Renewal of First State BMX Lease Agreement

New Business

Award of Bid/Southeast Front Street Rehabilitation Paving Project  
FY 2013-2014 Budget Amendment/Demolition Projects/Code Enforcement & Inspections  
FY 2013-2014 Budget Adjustment/Funding Source/Seabury Avenue Pump Station Rehabilitation Project  
FY 2013-2014 Budget Amendment/Funding Source/Fisher Avenue Sewage Pump Station Budget/Sewer Grinder\*  
Approval to Proceed with Bid/Former PNC Bank Renovations

Monthly Finance Report

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: December 9, 2013

RE: Activity Report/November 2013

---

## Monthly Stats:

A total of 493 arrests were made by the Milford Police Department during November 2013. Of these arrests, 100 were for criminal offenses and 393 for traffic violations. Criminal offenses consisted of 8 felonies and 92 misdemeanors. Traffic violations consisted of 64 Special Duty Radar, 4 Drunk-Driving charges, and 325 other.

Police officers investigated 43 accidents during the month (4 personal injury, and 39 property damage) and issued 130 written reprimands. In addition, they responded to 1018 various complaints including city requests and other agency assistance.

## Monthly Activities:

Four officers attended the State of Delaware's Highway Safety Conference November 5th thru November 7th in Rehoboth Beach. Training involved a number of aspects of highway safety.

Another officer attended a one-day Internal Affairs Investigations Training Seminar.

As of November 25th, Corporal Masten has been assigned to the School Resource Officer position within Milford School District. He has been working on the State of Delaware mandated safety plan for each school in the district which is near completion.

Six officers helped with the "Girls on the Run" event held at the Boys & Girls Club in November. Approximately 250 girls participated in the 5k event whose course crossed over Airport Road and continued in the Greater Milford Business Park.

NOVEMBER 2013 ACTIVITY REPORT

	NOV 2013	TOTAL 2013	NOV 2012	TOTAL 2012
COMPLAINTS	1018	12099	1050	13899
CRIMINAL ARRESTS	100	1556	94	1926
Felonies	8	292	10	505
Misdemeanors	92	1210	84	1421
TRAFFIC ARRESTS	393	4281	537	6685
Special Duty Radar	64	941	201	2854
D.W.I.	4	35	12	102
Other	325	3311	324	3729
REPRIMANDS	130	1474	111	1508
ACCIDENTS	43	542	50	501
Personal Injury	4	67	4	56
Property Damage	39	475	46	445
Fatal (included in PI)	0	1	0	1
PARKING SUMMONS	7	190	29	161
CRIME PREV. CHECKS	19	397	20	560
FINES RECEIVED	\$ 12,247.19	\$ 111,903.66	\$ 13,263.35	\$ 163,766.45



# **COUNCIL REPORT**

## **December 9, 2013**

### **ADMINISTRATION**

I believe that the leak into the basement has now had a permanent fix. We have not had any problem with the leak after I had the entire ramp caulked at the seam against the building. This held for a short period, but once again the seam opened up. I decided to have a curb style concrete form poured that attaches to the building and covers the problem seam.

Mrs. Carlene Wilson has retired and we have hired a person to take over her job duties, and also be assigned work that expands the job description required skills. Mrs. Wilson was a pleasure to work with and we will all miss her personality and dedication to her job. I will announce the identity of the person hired once she fulfills her obligation to her present employer. We anticipate her beginning late this month. Mrs. Hudson, our city clerk led the interview process with Christine Crouch, deputy city clerk, assisting. I sat in on the interviews and I was impressed with the caliber of applicants that we spoke with. Once we are out of the holiday season we will be giving Mrs. Wilson a luncheon in appreciation of her service.

### **STREETS AND SOLID WASTE**

I am glad to report that the leaf pick-up is going well. Most people have stopped raking the leaves on the sidewalk or into the gutter. Not to say everyone is cooperating, but there is improvement.

Our crews have been working with our mechanic to ready our plows and other snow equipment for the coming months. Everyone hopes we don't need to use the equipment, but we do have to be prepared.

## **ELECTRIC**

Our hired contractors are on site and working productively on getting our transmission lines built and extended to the new sub-station. As part of this infrastructure work upgrades are being made to our present distribution lines on Rt. 14 Milford-Harrington Hwy. and Rt. 15 Canterbury Rd. Electric Superintendent Rick Carmean believes the project will finally be completed by mid-January.

## **SEWER AND WATER**

Several sewer and water issues will be presented and discussed during the meeting.



# DELAWARE SOLID WASTE AUTHORITY

Pasquale S. Canzano, P.E., BCEE  
Chief Executive Officer

Richard P. Watson, P.E., BCEE  
Chief Operating Officer

**Board of Directors**  
Richard V. Pryor  
Chairman  
Ronald G. McCabe  
Vice Chairman  
Theodore W. Ryan  
Timothy P. Sheldon  
Tonda L. Parks  
Gerard L. Esposito  
Gregory V. Moore, P.E.

December 6, 2013

Richard Carmean  
City of Milford  
P.O. Box 159  
Milford, DE 19963

Dear Richard:

Enclosed please find the City of Milford's numbers for the month of November 2013.

**November 2013  
Weight in Pounds**

**MARSHALL STREET**

<b>SINGLE-STREAM TOTAL</b>	<b>OIL GALLONS</b>
19,768	670

**MILFORD COMMONS**

13,686	
--------	--

Sincerely,

Rich Von Stetten  
Sr. Manager of Statewide Recycling

C:\RVS\RD correspondence\cityofmilford.doc  
Christie Murphy  
Attachments: City of Milford Curbside Totals

1128 S. Bradford Street, P.O. Box 455, Dover, Delaware 19903-0455  
Phone: (302) 739-5361 Fax: (302) 739-4287

CITIZENS' RESPONSE LINE: 1-800-404-7080 [www.dswa.com](http://www.dswa.com)

**CITY OF MILFORD  
NOVEMBER 2013**

Date Out	Trans Num	MT Label	DT Label	Bill Acct Name	Net TN
11/1/2013	752213	7100-RC Single Strea	7000-Recommunity	City of Milford	1.32
11/1/2013	752214	7100-RC Single Strea	7000-Recommunity	City of Milford	2.69
11/7/2013	752860	7100-RC Single Strea	7000-Recommunity	City of Milford	4.11
11/7/2013	752861	7100-RC Single Strea	7000-Recommunity	City of Milford	3.82
11/8/2013	752922	7100-RC Single Strea	7000-Recommunity	City of Milford	4.83
11/8/2013	752923	7100-RC Single Strea	7000-Recommunity	City of Milford	3.44
11/14/2013	753547	7100-RC Single Strea	7000-Recommunity	City of Milford	2.61
11/14/2013	753562	7100-RC Single Strea	7000-Recommunity	City of Milford	3.38
11/15/2013	753594	7100-RC Single Strea	7000-Recommunity	City of Milford	1.54
11/15/2013	753596	7100-RC Single Strea	7000-Recommunity	City of Milford	2.71
11/21/2013	754184	7100-RC Single Strea	7000-Recommunity	City of Milford	3.58
11/21/2013	754200	7100-RC Single Strea	7000-Recommunity	City of Milford	3.86
11/22/2013	754239	7100-RC Single Strea	7000-Recommunity	City of Milford	4.02
11/22/2013	754242	7100-RC Single Strea	7000-Recommunity	City of Milford	4.33
11/27/2013	754796	7100-RC Single Strea	7000-Recommunity	City of Milford	3
				<b>TOTAL</b>	<b>49.24</b>

ORDINANCE NO. 2013-13

Section 1.

WHEREAS, The City of Milford recognizes that individuals may require the assistance of a motorized scooter or wheelchair in order to facilitate movement; and

WHEREAS, Motorized Scooters and Wheelchairs, when operating, crossing, or traveling on or adjacent to public roadways without proper safety and reflective equipment do thereby create a severe risk of injury or death to both the operator and motorist; and

WHEREAS, The City of Milford desires, through the enactment of this ordinance, to identify and establish the minimum level of safety equipment that is necessary in order to safely operate motorized scooters and wheelchairs on public roadways and sidewalks.

Section 2.

NOW THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

1. Chapter 84 of the Code of the City of Milford, entitled "BICYCLES, SKATEBOARDS, AND OTHER CONVEYANCES," Article I "Use on Sidewalks," §1 "Prohibited acts; penalties," Subsection B shall be amended to include the additional language as follows:

"It shall be unlawful for anyone to ride, drive or operate any self-propelled or motor-driven vehicle of any kind on the sidewalks in the City of Milford, except such vehicles as defined in Article IV of this Chapter."

2. Chapter 84 of the Code of the City of Milford, entitled "BICYCLES, SKATEBOARDS, AND OTHER CONVEYANCES," Article IV is to be created, titled "Motorized Scooters and Wheelchairs," and adopted as follows.

Article IV: Motorized Scooters and Wheelchairs

§ 84-8 - Definitions.

"Motorized Scooters and Wheelchairs" shall mean any self-propelled device, regardless of the number of wheels, powered by any style motor, which is designed and intended primarily for use by individuals with mobility disabilities.

"Public Streets" for purposes of this Article IV shall mean roads, highways, sidewalks or any other thoroughfare dedicated, constructed or maintained by the City of Milford or the State of Delaware within the municipal limits.

§ 84-9 - Safety Equipment.

A. Daytime Operation: All Motorized Scooters and Wheelchairs operating on Public Streets during daylight hours shall be equipped with at least one of the following:

1. Slow moving vehicle fluorescent triangle on the rear of the device; or

2. Red safety flag.

B. Nighttime Operation: All Motorized Scooters and Wheelchairs operating on Public Streets at night or any other time when lighted lamps are required under 21 Del. C. § 4331 shall be equipped, at a minimum, with all of the following:

1. A lamp emitting a white light which, while the device is on the Public Street, illuminates the Public Street in front of the operator and is visible from a distance of 300 feet in front and from the sides of the motorized scooter or wheelchair.
2. A red reflector on the rear of the device of the type approved by the Department of Transportation for bicycles, as defined under 21 Del. C. § 4198F(b).
3. A white, yellow, or red reflector on each side of the device that is visible from a distance of at least 200 feet.

C. Every Motorized Scooter and Wheelchair operating on Public Streets shall be equipped with a braking system which enables its operator to stop the device within 25 feet from a speed of 10 miles per hour on dry, level, clean pavement.

§ 84-10 - Enforcement

This section shall be enforced by the City of Milford Police Department.

§ 84-11 - Fines and Penalties.

A. Any person found in violation of this article shall be penalized as follows:

- (1) First offense: Written Warning.
- (2) Second offense: \$10 fine.
- (3) Third offense: \$25 fine.
- (4) Fourth offense: \$50 fine.
- (5) Fifth and subsequent offenses: \$100 fine.

Section 3.

Dates:

Introduction: November 25, 2013

Adoption: December 9, 2013

Effective: January 1, 2014

## GROUND LEASE

THIS GROUND LEASE is made and executed on this 13 day of September, 2009 by and between the City of Milford, 180 Vickers Drive, Milford, Delaware 19963 (Lessor) and First State BMX, Incorporated (Lessee)

The parties agree as follows:

### SECTION ONE DEMISE, DESCRIPTION AND USE OF PREMISES

- A. Lessor leases to Lessee and Lessee hires Lessor, for the purpose on conducting in and on such premises a bicycle dirt race track for operation by Lessee for the benefit of young people under supervision of Lessee and for no other purpose, those certain premises with the appurtenances, situated in the City of Milford, County of Kent, State of Delaware, and more particularly described in the schedule attached to and made a part of this Lease Agreement as Exhibit "A".
- B. As used in this Lease Agreement, the term "premises" refers to the real property above described and to any improvements located on the property from time to time during the term of this Lease Agreement.

### SECTION TWO TERM

- A. The term of this lease shall be for five (5) years, commencing on September 13, 2009 and ending on September 13, 2014.
- B. Negotiations on extension or a new lease shall begin no later than six (6) months prior to expiration of this agreement.
- C. As used in this Lease Agreement, the expression "term of this Lease Agreement" refers to the initial term and to any renewal of this Lease Agreement as provided below.

### SECTION THREE RENT

The rent shall be One Dollar and No Cents (\$1.00) per year.

SECTION FOUR  
WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that Lessor is seized of the demised premises in fee simple and has full right to make and enter into this Lease and that Lessee shall have quiet and peaceable possession of the demised premises during the term of this Lease Agreement.

SECTION FIVE  
USES PROHIBITED

- A. Lessee shall not use, or permit the demised premises, or any part of the demised premises, to be used, for any purpose or purposes other than the purpose or purposes for which the demised premises are leased under this Lease Agreement.
- B. Lessee shall, at its sole cost, comply with all requirements, pertaining to the demised premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease Agreement, covering any building and appurtenances at any time located on the demised premises.

SECTION SIX  
WASTE AND NUISANCE PROHIBITED

- A. During the term of this Lease, Lessee shall comply with all applicable laws affecting the demised premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the demises premises.
- B. Lessee shall not commit, or suffer to be committed, any waste on the demised premises, or any nuisance.

SECTION SEVEN  
ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the premises at any time during the term of this Lease Agreement. If Lessee abandons, vacates, or surrenders the demised premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be encumbered to Lessor.

SECTION EIGHT  
LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the premises.

SECTION NINE  
SUBLETTING AND ASSIGNMENT

- A. Lessee may not sublet the premises in whole or in part without Lessor's prior written consent.
- B. Lessee shall not assign or transfer this Lease Agreement, or any interest in this Lease Agreement, without the prior written consent of Lessor.
- C. Neither this Lease Agreement nor the leasehold estate of Lessee nor any interest of Lessee under this Lease Agreement in the demised premises or any buildings or improvements on the demised premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease Agreement.

## SECTION TEN

### NOTICE

- A. All notices, demands, or other writings in this Lease Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as stated in the first section of this Lease.
- B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.
1. Lessor: City of Milford  
180 Vickers Drive  
Milford, De. 19963
  2. Lessee: First State BMX, Incorporated  
P.O. Box 260  
Milford, De. 19963

## SECTION ELEVEN

### IMPROVEMENTS

Plans and Specifications: Lessee shall, at Lessee's sole expense, prepare plans and specifications for all improvements including ground work on the premises. Such plans and specifications shall be submitted to Lessor for Lessor's written approval or any revisions required by Lessor. Lessor shall not unreasonably withhold such approval.

## SECTION TWELVE

### REPAIRS AND DESTRUCTION OF IMPROVEMENTS

- A. Maintenance Of Improvements: Lessee shall, throughout the term of this Lease Agreement, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the premises, and all appurtenances to the premises, including sidewalks adjacent to the premises, in good, sanitary and neat order, condition and repair and except as specifically provided in this Lease Agreement, restore and

rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty or any other cause whatsoever.

- B. No Obligation by Lessor to Make Improvements: Lessor shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the demised premises or any buildings or improvements in the demised premises.
- C. Lessee's Compliance With Laws: Lessee shall also comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the demised premises, the improvements on or any activity or condition on or in the premises.
- D. Damage To and Destruction of Improvements: The damage, destruction or partial destruction of any building or other improvements that is a part of the demised premises shall not release Lessee from any obligation under this Lease Agreement, except as expressly provided below. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction. Without limiting the obligations of Lessee, it is agreed that the proceeds of any insurance covering damage or destruction shall be made available to Lessee for repair or replacement.
- E. Upon the termination, cancellation or surrender of this Lease, Lessee at its expense shall restore the premises to similar condition as existed upon the commencement of the Lease including grading, seeding and landscaping.

## SECTION THIRTEEN

### UTILITIES

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the premises throughout the term of this Lease Agreement, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the premises and all activities conducted on the premises and Lessor shall have no responsibility of any kind for any such utilities.

## SECTION FOURTEEN

### DESCRIPTION OF EASEMENTS IN REGARDS TO MILFORD SCHOOL DISTRICT

- A. District grants to Lessor a non-exclusive permanent easement and right-of-way for purpose of vehicular and pedestrian access, ingress and egress over the lands of District between the North Walnut Street entrance and the Lessee facility as depicted on the aforesaid LOT LINE ADJUSTMENT AND EASEMENT PLAN and identified thereon by diagonal line markings.
- B. District grants to Lessor and the users and guests of the Lessee facility a non-exclusive blanket easement for overflow parking upon and within established parking areas located on lands of District (Parcel 51).

## SECTION FIFTEEN

### INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any loss, injury, death or damage to persons or property that at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on or about the demised premises, whether the loss, injury, death or damage shall be caused by or in any way result from or arises out of any act, omission or negligence of Lessee or of any occupant, subtenant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. Lessee shall indemnify Lessor against any and all claims, liability, and loss or damage whatsoever on account of any such loss, injury, death or damage. Lessee waives all claims against Lessor for damages to the building and improvements that are now on or hereafter placed or built on the premises and to the property of Lessee in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Lessor, its agents or employees.

## SECTION SIXTEEN

### INSURANCE

- A. Personal Injury Liability Insurance: Lessee shall maintain in effect throughout the term of this Lease personal injury liability insurance covering the premises and its appurtenances and the sidewalks fronting on them in the amount of One Million Dollars and No Cents (\$1,000,000.00) for injury to or death of any one person or for injury to or death of any number of persons in one occurrence and property damage liability insurance in the amount of Ten Thousand Dollars and No Cents (\$10,000.00). Such insurance shall specifically insure Lessee against a liability assumed by it under this Lease Agreement, as well as liability imposed by law and shall insure both Lessor and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee.
- B. Lessor's Right To Pay Premiums On Behalf Of Lessee: All of the policies of insurance referred to in this section shall be written in a form satisfactory to Lessor and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to Lessor. In the event of the failure of Lessee, either to effect insurance in the names called for in the Lease Agreement or to pay the premiums for the insurance or to deliver the policies, or certificates of the policies, to Lessor, Lessor shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for the insurance, which premiums shall be repayable to Lessor with the next installment of rental. Failure to repay the same shall carry with it the same consequence as failure to pay any installment of rental. Each insurer mentioned in the section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Lessor, that it will give to Lessor ten (10) days' written notice before the policy or policies in question shall be altered or canceled. Lessor agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by Lessee.

## SECTION SEVENTEEN

### NOTICE OF DEFAULT

- A. Lessee shall not be deemed to be in default under this Lease Agreement in the payment of rent or the payment of any other moneys as required or in the furnishing of any bond or insurance policy

when required in this Lease Agreement unless Lessor shall first give to Lessee ten (10) days' written notice of the default and Lessee fails to cure the default within five (5) days.

- B. Except as to the provisions or events referred to in the preceding paragraph of this section, Lessee shall not be deemed to be in default under this Lease Agreement unless Lessor shall first give to Lessee thirty (30) days' written notice of the default, and Lessee fails to cure the default within the thirty (30) day period, or if the default is of such a nature that it cannot be cured within thirty (30) days, Lessee fails to commence to cure the default within the period of thirty (30) days or fails thereafter to proceed to the curing of the default with all possible diligence.

## SECTION EIGHTEEN

### DEFAULT

In the event of any breach of this Lease Agreement by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the demised premises. The property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Lessee. Should Lessor elect to re-enter, as provided in this Lease Agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this Lease Agreement or it may from time to time, without terminating this Lease Agreement, re-let the demised premises or any part of the demised premises for such term or terms (which may be for a term extending beyond the term of this Lease Agreement) and at such rental or rentals and on such other terms and conditions as Lessor in the sole discretion of Lessor may deem advisable with the right to make alterations and repairs to the demised premises.

## SECTION NINETEEN

### SURRENDER OF LEASE

The voluntary or other surrender of this Lease Agreement by Lessee, or a mutual cancellation of this Lease Agreement, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or sub tenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or sub tenancies.

SECTION TWENTY  
EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this Lease Agreement, with the consent of Lessor, shall be construed to be a tenancy from month-to-month, at the same monthly rental as required to be paid by Lessee for the period immediately prior to the expiration of the term of this Lease Agreement, and shall otherwise be on the terms and conditions specified in this Lease Agreement, so far as applicable.

SECTION TWENTY-ONE  
PARTIES BOUND

The covenants and conditions contained in this Lease Agreement shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties to the Lease Agreement. All of the parties shall be jointly and severally liable under this Lease Agreement.

SECTION TWENTY-TWO  
TIME OF THE ESSENCE

Time is of the essence of this Lease Agreement, and of each and every covenant, term, condition and provision of this Lease Agreement.

SECTION TWENTY-THREE  
SECTION CAPTIONS

The captions appearing under the section number designations of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this Lease Agreement.

SECTION TWENTY-FOUR

GOVERNING LAW

It is agreed that this Lease Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware.

SECTION TWENTY-FIVE

ENTIRE AGREEMENT

This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION TWENTY-SIX

MODIFICATION OF AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidence in a writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the Lessor and Less hereunto set their hands and seals

This 4 day of April 2009.

LESSOR: CITY OF MILFORD

By: Daniel Marabello

Daniel Marabello, Mayor

Attest: Teresa Hudson

Teresa Hudson- City Clerk

LESSEE: FIRST STATE BMX, INCORPORATED

By: Marcy Morris

Attest: Adrian Oke



# INDEPENDENT NEWSMEDIA

110 Galaxy Drive • Dover, DE • 19901 • 1-800-282-8

State of Delaware:

County of Kent:

Before me, a Notary Public, for the County and State aforesaid, Edward [Signature] to me to be such, who being sworn according to law deposes and swears that he is the President of Independent Newsmedia Inc. USA, the publisher of the **State News**, a daily newspaper published at Dover, County of Kent, and that the notice, a copy of which is hereto attached, as published in the **Delaware State News** in its issue of September 18, 22, 25 & 29, 2013.



President  
Independent Newsmedia Inc. USA

Sworn to and subscribed before me this 29th  
Day of September A.D. 2013



Janet Levy  
Notary Public

## INVITATION TO BIDDERS

Sealed Bids, in duplication, will be received by the City of Milford, until 2:00 p.m. ~~local time on~~ Wednesday, October 16, 2013 for the general construction of the **S.E. Front Street Improvements**, at which time the bids will be opened publicly.

Work includes the rehabilitation of approximately 3,800 L.F. of roadway including new pavement, curb and gutter, sidewalk and handicap ramps. Also included is miscellaneous storm drain replacement, replacement of approximately 500 L.F. of gravity sewer and the abandonment of approximately 700 L.F. of water main.

Bidders are required to provide bid security in the amount of ten percent (10%) of the bid sum. The successful bidder will be required to post Performance and Payment Bonds equal to one hundred percent (100%) of the contract price upon execution of the contract.

The CONTRACT DOCUMENTS may be examined and/or obtained at the office of Davis, Bowen & Friedel, Inc., 23 North Walnut Street, Milford, Delaware, 19963, (302) 424-1441 upon payment of \$150.00 for each set, non-refundable. Checks should be made payable to Davis, Bowen & Friedel, Inc.

This project is subject to State of Delaware Prevailing Wage Rates and any requirements therein.

A MANDATORY PRE-BID meeting will be held on Friday, September 27, 2013, at 2:00 p.m., at City Hall.

The City reserves the right, as the interest of the City of Milford may appear, to reject any and all bids, to waive any informality or irregularity in bids received and to accept or reject any items of any bid.

City of Milford  
By: Richard Carmean  
City Manager

452818 DSN 9/18,22,25,29/2013

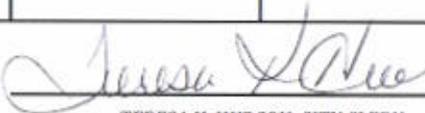
**SOUTHEAST FRONT STREET REHABILITATION  
FINAL COST ESTIMATE  
MILFORD, DE  
September 30, 2013**

Item #	DESCRIPTION	QUAN	U/M	UNIT	TOTAL
<b>S.E. FRONT STREET ROADWAY AND SIDEWALK REHABILITATION</b>					
1	Mobilization	1	LS	\$38,000.00	\$38,000.00
2	Remove and Dispose of Existing Sidewalk	18,500	SF	\$3.25	\$60,125.00
3	F&I Standard Sidewalk	6,400	SF	\$7.00	\$44,800.00
4	F&I Driveway Sidewalk	3,200	SF	\$9.00	\$28,800.00
5	Remove & Dispose of Existing Curb	3,600	LF	\$5.00	\$18,000.00
6	F&I New Curb	4,600	LF	\$25.00	\$115,000.00
7	F&I New Curb & Gutter	270	LF	\$30.00	\$8,100.00
8	F&I New Handicap Curb Ramps Types 1-4	4,300	SF	\$20.50	\$88,150.00
9	Furnish and Install Truncated Domes	600	SF	\$45.00	\$27,000.00
10a	Remove & Replace Existing Asphalt Associated with New Curb, F&I GABC	300	CY	\$75.00	\$22,500.00
10b	Remove & Replace Existing Asphalt Associated with New Curb, F&I Super Pave Type B	320	Ton	\$110.00	\$35,200.00
11	Misc Tree Removal	1	LS	\$10,000.00	\$10,000.00
12	1.5 inch Surface Milling	15,000	SY	\$2.00	\$30,000.00
13	1.5 inch Bituminous Overlay	1,500	Ton	\$100.00	\$150,000.00
14	Adjust Inlet Frame and Cover	15	EA	\$850.00	\$12,750.00
15	Adjust Existing Manhole Frame and Cover	15	EA	\$850.00	\$12,750.00
16	Adjust Valve Box	20	EA	\$150.00	\$3,000.00
17	F&I Misc. Concrete	25	CY	\$600.00	\$15,000.00
<b>Sub-Total Roadway and Sidewalk Rehabilitation</b>					<b>\$719,175.00</b>
<b>S.E. FRONT STREET STORMDRAINAGE IMPROVEMENTS</b>					
18	Remove and Dispose of Existing Catch Basins	15	EA	\$850.00	\$12,750.00
19	F&I New Precast Catch Basin	15	EA	\$2,100.00	\$31,500.00
20	F&I New Manhole	4	EA	\$3,800.00	\$15,200.00
21	F&I New 12 inch RCP Stormdrain	200	LF	\$45.00	\$9,000.00
22	F&I New 15 inch RCP Stormdrain	50	LF	\$60.00	\$3,000.00
23	Remove and Dispose of Existing Stormdrain Pipe	320	LF	\$25.00	\$8,000.00
24	Replace Existing Manhole Frame & Cover	1	EA	\$850.00	\$850.00
25	Seal Pipe Opening in Existing Manhole	5	EA	\$800.00	\$4,000.00
26	Construct Stormdrain Improvements at Station 13+10	1	LS	\$25,000.00	\$25,000.00
27a	Remove & Replace Existing Asphalt Associated with New Curb, F&I GABC	50	CY	\$75.00	\$3,750.00
27b	Remove & Replace Existing Asphalt Associated with New Curb, F&I Super Pave Type B	100	Tons	\$110.00	\$11,000.00
28	Pavement Removal & Concrete Trench Restoration	12,000	SF-IN	\$2.50	\$30,000.00
<b>Sub-Total Stormdrain Rehabilitation</b>					<b>\$154,050.00</b>
<b>S.E. FRONT SEWER SYSTEM IMPROVEMENTS</b>					
29	Remove & Replace Existing Gravity Sewer (10 inch) Incl. Bypass Pt.	500	LF	\$180.00	\$90,000.00
30	Remove & Replace Existing Manholes	2	EA	\$5,400.00	\$10,800.00
31	Remove and Replace Existing Sewer Laterals	400	LF	\$65.00	\$26,000.00
32	F&I New Cleanouts with Frame & Cover	16	EA	\$850.00	\$13,600.00
33	Seal Pipes in Existing Manholes	1	EA	\$800.00	\$800.00
34a	Remove & Replace Existing Asphalt Associated with New Curb, F&I GABC	70	CY	\$75.00	\$5,250.00
34b	Remove & Replace Existing Asphalt Associated with New Curb, F&I Super Pave Type B	80	Tons	\$110.00	\$8,800.00
35	Pavement Removal & Concrete Trench Restoration	3,000	SF-IN	\$2.50	\$7,500.00
<b>Sub-Total Sewer Rehabilitation</b>					<b>\$162,750.00</b>
<b>S.E. FRONT WATER SYSTEM IMPROVEMENTS</b>					
36	F&I New 4" PVC C-900 Water Main	70	LF	\$50.00	\$3,500.00
37	F&I New 6" PVC C-900 Water Main	30	LF	\$60.00	\$1,800.00
38	F&I New 8" PVC C-900 Water Main	30	LF	\$70.00	\$2,100.00
39	F&I New 10" PVC C-900 Water Main	30	LF	\$80.00	\$2,400.00
40	F&I New Corp. Stop Including Saddle	24	EA	\$1,000.00	\$24,000.00
41	F&I New 1 & 2 Inch Service Pipe by Mole Method	800	LF	\$20.00	\$16,000.00
42	F&I New Meter Pit	24	EA	\$1,200.00	\$28,800.00
43	Close Valve & Remove Valve Box	15	EA	\$400.00	\$6,000.00
44	F&I Cut-in Tee 6" X 4"	2	EA	\$1,000.00	\$2,000.00
45	8" X 4"	2	EA	\$1,000.00	\$2,000.00
46	8" X 6"	4	EA	\$1,200.00	\$4,800.00
47	8" X 8"	1	EA	\$1,500.00	\$1,500.00
48	10" X 10"	1	EA	\$2,000.00	\$2,000.00
49	Furnish & Install 4" Valve	4	EA	\$600.00	\$2,400.00
50	Furnish & Install 6" Valve	3	EA	\$800.00	\$2,400.00
51	Furnish & Install 8" Valve	12	EA	\$1,000.00	\$12,000.00
52	Furnish & Install 10" Valve	2	EA	\$1,200.00	\$2,400.00
53	Remove and Salvage Existing Hydrant Assembly to City	3	EA	\$1,200.00	\$3,600.00
54	F&I New Hydrant Assembly	2	EA	\$5,000.00	\$10,000.00
55a	Remove & Replace Existing Asphalt Associated with New Curb, F&I GABC	40	CY	\$75.00	\$3,000.00
55b	Remove & Replace Existing Asphalt Associated with New Curb, F&I Super Pave Type B	50	Tons	\$110.00	\$5,500.00
56	Pavement Removal & Concrete Trench Restoration	12,000	SF-IN	\$2.50	\$30,000.00
<b>Sub-Total Water Rehabilitation</b>					<b>\$168,200.00</b>
<b>MISCELLANEOUS ITEMS</b>					
57	Maint. of Traffic & Pedestrian Access	1	LS	\$50,000.00	\$50,000.00
58	Pavement Striping	1	LS	\$15,000.00	\$15,000.00
59	Sediment and Erosion Control	1	LS	\$10,000.00	\$10,000.00
<b>Sub-Total Miscellaneous Items</b>					<b>\$75,000.00</b>
<b>CONTINGENCY ITEMS</b>					
60	F&I # 57 Stone	200	CY	\$65.00	\$13,000.00
61	F&I Select Fill	1,000	CY	\$18.00	\$18,000.00
62	Test Pitting	300	CY	\$35.00	\$10,500.00
63	Modified Proctor	5	EA	\$300.00	\$1,500.00
64	Density Testing	50	EA	\$50.00	\$2,500.00
<b>Sub-Total Contingency Items</b>					<b>\$45,500.00</b>

CITY OF MILFORD  
S.E. FRONT STREET IMPROVEMENTS PROJECT

BID OPENING: OCTOBER 16, 2013 @ 2:00PM  
PLACE: MILFORD CITY HALL

BIDDER	Bid Bond	Addendum-1	S.E. Front Street Base Bid Amount	S.E. Front Street Alternate Bid Amount	Columbia Street Base Bid Amount	Columbia Street Alternate Bid Amount
Teal Construction						
Kent Construction						
George & Lynch			1,746,262.80	201,595.55	277,410.35	20,771.00
Sam's Construction			1,105,740.00	162,155.00	182,380.00	19,920.00
Daisy Construction						
A-Del Construction			2,008,548.91	210,793.00	277,356.81	21,536.00

CERTIFIED BY:   
TERESA K. HUDSON, CITY CLERK



Michael R. Wigley, AIA, LEED AP  
Randy B. Duplechain, P.E.  
Charles R. Woodward, Jr., LS  
W. Zachary Crouch, P.E.  
Michael E. Wheedleton, AIA  
Jason P. Loar, P.E.

December 5, 2013

City of Milford  
201 S. Walnut Street  
Milford, Delaware 19963  
Attn: Mr. Richard Carmean  
City Manager

RE: Bid Award Recommendation  
S.E. Front Street Rehabilitation Project  
Milford, Delaware  
DBF # 0052A146

Dear Richard:

We have reviewed the construction bids received on October 16, 2013 for the above referenced project. Due to the large discrepancy in the bid amounts between the three bidders we have also taken the additional step to meet with the low bidder to confirm that he was comfortable with the bid prices submitted for this project. We have also contacted the references provided by the low bidder and the City Public Works Director has visited a number of the street projects they have recently completed. Based on the positive results from the above evaluations we recommend award of the S.E Front Street Rehabilitation project to the low bidder, Sam's Construction, LLC for the estimated amount of \$1,470,195.00. This recommendation is based on including all of the base bid and add alternate bid items in the award of the project. We have attached a Bid Results Summary spreadsheet for your and City Council's review.

Since there are a number of funding sources for this project, we have also included a Project Financial Summary spreadsheet broken out by utility. The total estimated project cost including engineering design, contract administration and inspection is \$1,705,495.00. DelDOT's contribution is estimated at \$798,316.00. *Please note that this is only an estimate and that DelDOT will only pay for portions of the S.E. Front Street work that are directly related to pavement rehabilitation and handicap ramp replacement.* We understand that the available Community Transportation Funds (CTF) total \$256,880.00 which leaves the City's portion of the project at approximately \$650,000.00.

Should City Council agree to award the project to the low bidder as recommended we also recommend that City Council vote to transfer their portion of the estimated project amount to the project as follows.

City Municipal Street Aid Funds:                      \$230,000.00

Mr. Richard Carmen  
December 5, 2013  
Page 2

City Water Reserves Account:                      \$320,000.00

City Sewer Reserves Account:                      \$120,000.00

Should you have any questions or need additional information, please let us know.

Sincerely,



Randy B. Duplechain, P.E.  
Principal

**SOUTHEAST FRONT STREET REHABILITATION  
 BID RESULTS SUMMARY  
 MILFORD, DE  
 October 16, 2013**

BID ITEM	DESCRIPTION	SAM'S CONSTRUCTION, LLC	GEORGE & LYNCH	A-DEL CONSTRUCTION CO. INC.
1-17	S.E. FRONT STREET ROADWAY AND SIDEWALK IMPROVEMENTS	\$580,590.00	\$720,780.60	\$853,776.52
18-28	S.E. FRONT STREET STORMDRAINAGE IMPROVEMENTS	\$169,150.00	\$186,151.00	\$186,983.62
29-35	S.E. FRONT STREET SEWER SYSTEM IMPROVEMENTS	\$89,350.00	\$85,010.10	\$111,879.48
36-56	S.E. FRONT STREET WATER SYSTEM IMPROVEMENTS	\$192,900.00	\$229,804.10	\$319,289.01
57-59	S.E. FRONT STREET MAINT. OF TRAFFIC, STRIPING AND SEDIMENT CONTROL	\$32,000.00	\$420,346.00	\$334,516.25
60-64	S.E. FRONT STREET CONTINGENCY ITEMS	\$41,750.00	\$104,171.00	\$205,377.55
	<b>TOTAL S.E. FRONT STREET BASE BID</b>	<b>\$1,105,740.00</b>	<b>\$1,746,262.80</b>	<b>\$2,011,822.43</b>
A-1 - A-8	S.E. FRONT STREET ROADWAY AND SIDEWALK IMPROVEMENTS ADD ALTERNATE ITEMS	\$162,155.00	\$201,595.55	\$199,993.00
	<b>TOTAL S.E. FRONT STREET CONSTRUCTION ESTIMATE INCLUDING ADD ALTERNATES</b>	<b>\$1,267,895.00</b>	<b>\$1,947,858.35</b>	<b>\$2,211,815.43</b>
C-1 - C-26	COLUMBIA STREET ROADWAY AND SIDEWALK IMPROVEMENTS	\$154,830.00	\$173,120.00	\$220,499.22
C-27 - C-29	COLUMBIA STREET MAINT. OF TRAFFIC, STRIPING AND SEDIMENT CONTROL	\$17,800.00	\$90,050.25	\$16,219.00
C-30 - C-34	COLUMBIA STREET CONTINGENCY ITEMS	\$9,750.00	\$14,239.50	\$38,019.77
	<b>TOTAL COLUMBIA STREET BASE BID</b>	<b>\$182,380.00</b>	<b>\$277,409.75</b>	<b>\$274,737.99</b>
AC-1 - AC-3	COLUMBIA STREET ROADWAY AND SIDEWALK IMPROVEMENTS REHAB. ADD ALTERNATE ITEMS	\$19,920.00	\$20,771.00	\$21,536.30
	<b>TOTAL COLUMBIA STREET CONSTRUCTION ESTIMATE INCLUDING ADD ALTERNATES</b>	<b>\$202,300.00</b>	<b>\$298,180.75</b>	<b>\$296,274.29</b>
	<b>TOTAL ESTIMATED CONSTRUCTION COST FOR S.E. FRONT STREET &amp; COLUMBIA STREET</b>	<b>\$1,470,195.00</b>	<b>\$2,246,039.10</b>	<b>\$2,508,089.72</b>

**SOUTHEAST FRONT STREET REHABILITATION  
PROJECT FINANCIAL SUMMARY BY WORK TASK**

**MILFORD, DE  
December 3, 2013**

	Sam's Construction LLC TOTALS	Street & Sidewalk Work	Water Work	Sewer Work	Storm drainage Work
TOTAL OF BASE BID AMOUNTS	\$1,288,120.00	\$730,982.50	\$281,950.00	\$95,357.50	\$179,830.00
TOTAL OF ALTERNATE BID AMOUNTS	\$182,075.00	\$182,075.00	\$0.00	\$0.00	\$0.00
TOTAL CONSTRUCTION COST ESTIMATE	\$1,470,195.00	\$913,057.50	\$281,950.00	\$95,357.50	\$179,830.00
ENGINEERING DESIGN, PERMITTING, BIDDING, C.A. & INSP. ESTIMATE	\$235,300.00	\$161,048.00	\$31,681.00	\$16,740.00	\$25,831.00
TOTAL PROJECT COST ESTIMATE EXCLUDING ADD TO BID ITEMS	\$1,523,420.00	\$892,030.50	\$313,631.00	\$112,097.50	\$205,661.00
TOTAL PROJECT COST ESTIMATE INCLUDING ADD TO BID ITEMS	\$1,705,495.00	\$1,074,105.50	\$313,631.00	\$112,097.50	\$205,661.00

**PROJECT FUNDING SOURCES**

	Sam's Construction LLC TOTAL	Street & Sidewalk Work	Water Work	Sewer Work	Storm drainage Work
Delaware Department of Transportation Construction Contribution Estimate	\$687,725.00	\$621,375.00	\$0.00	\$0.00	\$66,350.00
Delaware Department of Transportation Engineering Contribution Estimate	\$110,591.00	\$99,921.00	\$0.00	\$0.00	\$10,670.00
Senator Colin Bonini CTF Funds	\$115,000.00	\$115,000.00	\$0.00	\$0.00	\$0.00
State Representative Harvey Kenton CTF Funds	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00
Misc. Legislator CTF Funds	\$4,350.00	\$4,350.00	\$0.00	\$0.00	\$0.00
Misc. CTF Columbia Street Funds	\$87,530.00	\$87,530.00	\$0.00	\$0.00	\$0.00
Total Funds available	\$1,055,196.00	\$978,176.00	\$0.00	\$0.00	\$77,020.00
Necessary City Project Funding Including Add to Bid Items	(\$650,299.00)	(\$95,929.50)	(\$313,631.00)	(\$112,097.50)	(\$128,641.00)

*NOTE DeIDOT contribution is limited to only items directly related to S.E. Front Street curb, sidewalk, handicap ramp and pavement work identified by them as needing replacement/rehabilitation.*

**CITY FUNDING TRANSFER RECOMMENDATION**

TRANSFER TO PROJECT FROM AVAILABLE CITY MUNICIPAL STREET AID FUNDS	\$230,000.00	\$100,000.00	\$0.00	\$0.00	\$130,000.00
TRANSFER FROM AVAILABLE CITY WATER RESERVES	\$320,000.00	\$0.00	\$320,000.00	\$0.00	\$0.00
TRANSFER FROM AVAILABLE CITY SEWER RESERVES	\$120,000.00	\$0.00	\$0.00	\$120,000.00	\$0.00
TOTAL ESTIMATED CITY FUNDS NEEDED	\$670,000.00	\$100,000.00	\$320,000.00	\$120,000.00	\$130,000.00

December 6, 2013

**Subject:** Demolition of 106 Franklin & 109 West St

On or about 11 April, 2013, both properties mentioned above were condemned. I took all necessary steps outlined in the 2006 International Property Maintenance Code to insure buildings were secured, deficiencies identified, owners properly served, and ample time given to correct such discrepancies. Due to non-compliance, Code Enforcement would like to move forward in the razing of the 2 structures.

Attached you will find 2 quotes for the demolition and asbestos removal for both properties mentioned above. I am requesting that funds be transferred from the monies received from grass cutting and transferred to the Demolition line 101-1045-429.68-10.

The breakdown of my request is as follows:

*106 Franklin St*

\$11,858 - Demolition

\$550 - Asbestos Removal

**\$12,408 Total**

*109 West St*

\$10,500 - Demolition

\$550 - Asbestos Removal

**\$11,050 - Total**

**Grand Total: \$23,458**

Lendon W Dennis Jr.  
Code Enforcement Officer

### John Macklin and Son Demolition Inc

18687 Johnson Rd  
Lincoln, DE 19960

Phone #	Fax #
302-422-9731	302-422-4041

Date	Estimate #
4/15/2013	109855

Name / Address
City of Milford DE 201 S. Walnut St. Milford, DE 19963 302-422-3712 X-302-424-3559

Project

Description
<p>Demolition of dwelling on Franklin St. Owner responsible for all disconnects Site to be clean and clear at completion Topsoil and PTH included to bring to grade with seeding and straw completed. No known basement.</p> <p><i>Per our Conversation - We will freeze these beds for 60 days. 2/6/14. 11,858</i></p> <p><i>J Macklin</i></p> <p style="text-align: right;"><i>11,858</i></p>

	<b>Total</b>	\$11,858.00
--	--------------	-------------

All commercial buildings require an asbestos survey.  
10% of contract will be charged for cancellations.  
You will be responsible for any unforeseen or hidden cost. We will allow you 2 days to accept the costs should any arise.

*So date we are scheduled for  
in December. We could place or schedule  
1/7/14 through 1/18/2014 with signed contracts*

*J Macklin*

PROPOSAL

**C & H Environmental Services**

112 Gillespie Avenue  
Middletown, DE 19709  
Phone 302-376-0178 Fax 302-376-0281  
Cell 302-312-8277  
DE Certification #: C-0210

STATEMENT #1324  
DATE: APRIL 14, 2013

**TO:**  
Lendon "CC" Dennis Jr.  
City of Milford  
201 S. Walnut Street  
Milford, DE 19963  
Ph: 302-424-3712 ext.311 Fax: 302-424-3559

**SITE LOCATION:**  
106 Franklin Street  
Milford DE

DESCRIPTION	AMOUNT
<p>Remove and Dispose of Asbestos Linoleum from kitchen pantry and upstairs bedroom</p> <p>Pricing includes all labor, tools, equipment, services, permits, licenses, applicable insurance, and waste hauling fees</p> <p>All DNREC codes were followed in the disturbed areas when removed, to provide all safety mannerism.</p> <p>All materials were hauled to Cherry Island, Wilmington Delaware, Asbestos approved landfill with proper manifest paperwork filed.</p> <p>All workers are licensed by the state of Delaware to remove asbestos material</p>	
<b>BALANCE DUE</b>	<b>\$550.00</b>

**Make all checks payable to C & H Environmental Services**  
**Payment is due at completion of job.**

**Thank you for your business!**

**John Macklin and Son Demolition Inc**

18687 Johnson Rd  
Lincoln, DE 19960

Phone #	Fax #
302-422-9731	302-422-4041

Date	Estimate #
4/15/2013	109854

Name / Address
City of Milford DE 201 S. Walnut St. Milford, DE 19963 302-422-3712 X-302-424-3559

Project

Description
<p>Demolition of dwelling on West St. Owner responsible for all disconnects Site to be clean and clear at completion Topsoil and Fill included to bring to grade with seeding and straw completed. No known basement.</p> <p><i>Price good thru 2/6/2014</i></p> <p style="text-align: center;">10,500</p> <p style="text-align: center;"><i>Macklin</i></p>

	<b>Total</b>	<b>\$10,500.00</b>
--	--------------	--------------------

All commercial buildings require an asbestos survey.  
10% of contract will be charged for cancellations.  
You will be responsible for any unforeseen or hidden cost. We will allow you 2 days to accept the costs should any arise.

### C & H Environmental Services

# PROPOSAL

112 Gillespie Avenue  
 Middletown, DE 19709  
 Phone 302-376-0178 Fax 302-376-0281  
 Cell 302-312-8277  
 DE Certification #: C-0210

STATEMENT #1324  
 DATE: APRIL 14, 2013

**TO:**  
 Lendon "CC" Dennis Jr.  
 City of Milford  
 201 S. Walnut Street  
 Milford, DE 19963  
 Ph: 302-424-3712 ext.311 Fax: 302-424-3559

**SITE LOCATION:**  
 109 West Street  
 Milford DE

DESCRIPTION	AMOUNT
<p>Remove and Dispose of Asbestos Linoleum from upstairs bathroom</p> <p>Pricing includes all labor, tools, equipment, services, permits, licenses, applicable insurance, and waste hauling fees</p> <p>All DNREC codes were followed in the disturbed areas when removed, to provide all safety mannerism.</p> <p>All materials were hauled to Cherry Island, Wilmington Delaware, Asbestos approved landfill with proper manifest paperwork filed.</p> <p>All workers are licensed by the state of Delaware to remove asbestos material.</p>	
<b>BALANCE DUE</b>	<b>\$550.00</b>

**Make all checks payable to C & H Environmental Services**  
**Payment is due at completion of job.**

**Thank you for your business!**

December 5, 2013

City of Milford  
201 South Walnut Street  
Milford, Delaware 19963

Attn: Richard D. Carmean  
City Manager

RE: **Water Reserve Transfer Request**  
Seabury Ave. WTF Supply Improvements  
DBF #: 0052A165

Dear Dick:

In order to complete the well work as defined in the Water Service Agreement between the City of Milford and Redner's Market, Inc. dated August 26, 2013, the City must allocate matching funds to the project in the amount of \$200,000. We are therefore requesting that \$200,000 be transferred from the City's Water Reserves to the Seabury Avenue Water Supply Improvements project. Per the above-reference agreement, the City has agreed to abandon existing Well #9, conduct the necessary investigatory work and install a new production well at the Seabury Avenue Water Treatment Facility site. In return, Redner's Market has agreed to pay half of the costs for this work up to a value of \$200,000. Redner's has already delivered their portion into an escrow account per the Escrow Agreement dated August 26, 2013.

It is recommended that the City transfer the required match in the amount of \$200,000 from Water Reserves to this project such that the work can begin at this time. A proposal from our office for the well abandonment and exploratory pilot bore was presented to & approved by Council at their October 28, 2013 City Council Meeting. This initial work cannot proceed until the City Council has authorized the transfer of the funds from Water Reserves to the project.

It should be noted that these costs were included in the budget for the proposed \$3,500,000 Water System Improvements project to be funded by the State of Delaware's DWSRF program. We have contacted the DWSRF program and, if the referendum is successful, the City's contributions towards the work will be eligible for reimbursement under the DWSRF loan.

If you have any questions or wish to further discuss, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Erik Retzlaff", with a long horizontal line extending to the right.

Erik F. Retzlaff, P.E.  
Associate

Enc.

Milford\052A165\Water Reserve Transfer Request

cc: Heather Warren, DWSRF

*Michael R. Wigley, AIA, LEED AP  
Randy B. Duplechain, P.E.  
Charles R. Woodward, Jr., LS  
W. Zachary Crouch, P.E.  
Michael E. Wheedleton, AIA  
Jason P. Loar, P.E.  
Gerald G. Friedel, P.E.*

November 21, 2013

City of Milford  
180 Vickers Drive  
Milford, Delaware 19963

Attn: Brad Dennehy  
Director of Public Works

RE: **Proposed Sewage Grinder**  
Fisher Avenue Sewage Pump Station  
Washington Street PS Rehabilitation Project  
0052A155/156

Dear Brad:

Included in the budgeted 2013-2014 Sewer Capital projects is the installation of a sewage grinder at the Fisher Avenue Sewage Pumping Station. Preparing the additional documents for publicly bidding the work only adds to the costs for construction. In order to save the City these unnecessary costs, we are proposing this work be completed as a Change Order to the work currently under contract with Bearing Construction, Inc. for the Washington Street Sewage Pumping Station Rehabilitation project.

The scope of work is the same as there is already a new grinder being installed under the Washington Street Pumping Station project. If you review the Pay Application & Schedule of Values for the current contract, there is a lump sum figure of \$64,443.00 for the installation of the Washington St. PS grinder. The Change Order would simply add another lump sum figure for the installation of the Fisher Ave. PS grinder. Furthermore, the funding for the Washington Street Pumping Station Rehabilitation project is from a Sewer Bond which specifically identified improvements to the Pumping Stations at **BOTH** Washington Street and Fisher Avenue.

On behalf of the City of Milford, DBF has reviewed the attached quote from Bearing Construction and we recommend the City award this additional work in the amount of **\$59,107.00** as a Change Order to Bearing Construction, Inc. under the Washington Street Sewage Pumping Station Rehabilitation project.

If you have any questions or wish to further discuss, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Erik Retzlaff", with a horizontal line extending to the right from the end of the signature.

Erik F. Retzlaff, P.E.  
Associate

Enc.

Milford\052A155\Construction Admin\Fisher Ave Grinder



**BEARING CONSTRUCTION, INC.**

805 Shine Smith Road  
Sudlersville, MD 21668

(410)556-6100

(410)556-6574 fax

[www.bearingconstruction.net](http://www.bearingconstruction.net)

10/28/2013

Davis, Bowen & Friedel, Inc.  
Erik F. Retzlaff, P.E.  
23 North Walnut Street  
Milford DE 19963

Re: Fisher Ave PS: JWCE Muffin Monster Sewage Grinder

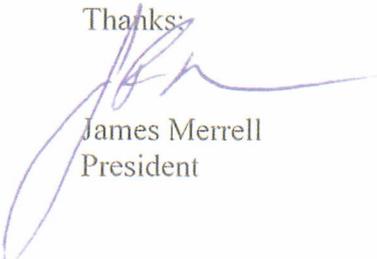
Dear Mr. Retzlaff

Bearing Construction has prepared a cost estimate for the supply and installation of One (1) Model 30005-0024 Muffin Monster, for the Fisher Ave Pump Station. The estimate includes all labor material and equipment necessary to install one new grinder.

Labor	\$ 5,250.00
Materials	\$ 1,500.00
Equipment	\$ 1,250.00
Grinder	\$ 34,029.00
Bypass	\$ 8,205.00
Electric	\$ 3,500.00
Mark Up	\$ 5,373.00
<b>Total Cost</b>	<b>\$ 59,107.00</b>

Please see attached back up.

Thanks:

  
James Merrell  
President



558 W. Uwchlan Ave, Suite #7  
Exton, PA 19341  
PH (610) 363-6515  
FX (610) 363-3586  
[www.watermarkenvsys.com](http://www.watermarkenvsys.com)

**Date:** April 11, 2013  
**To:** Eugene Helmick – City of Milford  
**Project:** Fisher Ave PS: JWCE Muffin Monster Sewage Grinder

Watermark is pleased to offer the following revised equipment quotation for your consideration:

Equipment:	One (1) model 30005-0024 Muffin Monster, rated at 1,000 gpm with 24" cutter stack, 7 tooth cam cutters in 8620 alloy steel, tungsten carbide seals, ductile iron body
Drive:	5 HP Baldor TENV XP Immersible motor w/ 29:1 reducer and 40ft prewired cable
Controls:	UL rated PC2200 control panel in NEMA 4X FRP enclosure – 230V/460V, 3 PH, 60Hz
Framework:	304 SST wall mounting framework, lifting bail, guiderail system and ancillary aluminum trash basket
Misc:	Freight and start-up services
<b>Total Price:</b>	<b>\$ 34,029.00</b>

**NOTES:** 1. Quotation does NOT include installation, local disconnect, E-stop, anchor bolts, lifting chain, or any applicable taxes.

Submittals: 4 weeks after receipt of purchase order  
Delivery: 10 weeks following receipt of approved submittals  
Validity: 90 days  
Terms: 30 days  
Warranty: 1 year workmanship

If favored with an order, please address to: **JWC Environmental**  
290 Paularino Ave  
Costa Mesa, CA 92626

Please contact our office with any questions at (610) 363-6515.

Regards,

Eric Dickson  
Watermark  
email: [eric@watermarkenvsys.com](mailto:eric@watermarkenvsys.com)



84 Floodgate Road  
Bridgeport, NJ 08014-0191  
Tel: 856-467-3636  
Fax: 856-467-4841  
www.godwinpumps.com

August 21, 2013

Mr. Jim Merrell  
Bearing Construction Inc  
805 Shine Smith Rd  
Sudlersville, MD 21668-1561

Phone: (410) 556-6064  
Fax: (410) 556-6574  
Email: jim@bearingconstruction.net

**RE: Fisher St. P/S Milford, DE  
Rental Quotation 101062059**

Dear Mr. Merrell:

Thank you for contacting Xylem Dewatering Solutions, Inc. d/b/a Godwin Pumps of America.

We are pleased to offer the following rental proposal for temporary bypass pumping equipment with working conditions of 2100 GPM @ 48TDH for the Fisher Street Pump Station located in, Milford, DE.

In our proposal, we are offering our Godwin Dri-Prime Model CD225M eight-inch automatic self-priming Electric driven pumpset. As you requested, we are including rental pricing for only one primary pump. Based on our discussion, the temporary by-pass system offered in our proposal has been designed based on utilizing the City of Milford's customer owned pumpset as a back-up pumpset.

We are pleased to be able to offer this information and look forward to serving your needs in the future. If you have any questions or need any additional information or assistance, please do not hesitate to call.

Sincerely,

Dale J. Brackin  
Outside Sales Representative

DJB / mm

**RENTAL QUOTATION**

ITEM	QTY	DESCRIPTION	WEEKLY UNIT	WEEKLY TOTAL
A	1	Godwin Dri-Prime CD225M Electric Pump <ul style="list-style-type: none"> <li>• 8" 150# Flange Suction and Discharge</li> <li>• 75HP 3 Phase 230/460V Electric Motor</li> <li>• Skid-mounted</li> <li>• 8" FQD x 8" FL</li> </ul>	\$ 1,086.00	\$ 1,086.00
B	1	Godwin VFD Control Panel <ul style="list-style-type: none"> <li>• Maximum Overload 105 Amps</li> <li>• 3 Phase</li> <li>• w/ Level Transducer</li> </ul>	531.00	531.00
C	2	10" dip tubes - 10" x 16' w/ 90 & 8" MQD	126.90	253.80
D	2	8" x 10' Black Water Suction Hose with Godwin QD Fittings	78.30	156.60
E	1	8" Female Godwin QD x 6" Male Godwin QD Adapter	20.88	20.88
F	1	6" Godwin QD Step Bow	33.93	33.93
G	1	6" FQD x 6" FL	20.88	20.88
H	2	6" X 10' Composite Hose with 150# Flange Fittings	67.86	135.72
I	1	6" 150# Flanged Tee	18.27	18.27
J	2	6" Check Valve with 150# Flange	41.76	83.52
K	1	6" FL w/ 2" Ball Valve & 2 FCG	0.00	0.00
L	2	8" 150# Flange x 6" 150# Flange Concentric Adapter	20.88	41.76

**RENTAL QUOTATION**

ITEM	QTY	DESCRIPTION	WEEKLY UNIT	WEEKLY TOTAL
M	1	8" 90 Degree Bend with 150# Flange	20.88	20.88
N	2	8" FL x 2" Ballvalve w/ 2" FCG	0.00	0.00
O	2	2" Combination Air Valve ARI D-025-2 • w/ 2" MCG	62.64	125.28
P	1	8" Check Valve with 150# Flange	49.59	49.59
Q	4	2" x 20' Black Water Suction Hose with Cam & Groove Fittings	26.10	104.40
R	1	Godwin Road Crossing • 8" 150# Flange Connections • 12' Span, Rated for 50 psi	216.63	216.63
S	5	8" X 20' Composite Hose with 150# Flange Fittings	169.65	848.25
T	3	8" X 10' Composite Hose with 150# Flange Fittings	83.52	250.56
U	1	6" Gate Valve with 150# Flange	41.76	41.76
V	3	8" 150# Flanged Tee	20.88	62.64

<b>ESTIMATED RENTAL TOTAL</b>	<b>\$ 4,102.35</b>
<b>ESTIMATED DELIVERY CHARGE</b>	<b>\$ 300.00</b>
<b>ESTIMATED PICKUP CHARGE</b>	<b>\$ 300.00</b>
<b>REQUIRED EXTRAS</b>	<b>\$ 0.00</b>

---

## TERMS AND DEFINITIONS

---

Rental Day: One Calendar day not exceeding eight (8) hours running.

Rental Week: Seven (7) calendar days not exceeding 48 hours running.

Rental Month: Twenty-eight (28) calendar days not exceeding 192 hours running.

Standby Rate: The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary Godwin Rental pump, the standard rate will apply.

Overtime Running: All scheduled rates are based on an 8 hour per day shift. If equipment is used for a double shift, the 8-hour rate will be multiplied by 1½ times. If used for a triple shift, the rate will be multiplied by 2 times the scheduled rate. Diesel units only.

Billing Cycles Based on Open Terms Approval	3 - 7 Days	=	1 Week
	8 Days	=	1 Week and 1 Day
	9 Days	=	1 Week and 2 Days
	10 - 14 Days	=	2 Weeks
	15 Days	=	2 Weeks and 1 Day
	16 Days	=	2 Weeks and 2 Days
	17 - 28 Days	=	1 Month

Billing Cycle - COD Customers	3 - 7 Days	=	1 Week
----------------------------------	------------	---	--------

Off Rent: It is the responsibility of the Customer to call into the local branch and obtain an Off Rent Call Confirmation Number. This serves as notification that equipment is disassembled, properly decontaminated, and stockpiled in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if equipment is not cleaned and staged for removal.

**IMPORTANT: Obtaining an Off Rent Call Confirmation Number does not release Customer from its obligations to safeguard and secure the equipment, including maintaining required insurance coverages, while the equipment remains under Customer's care, custody or control pending return of all rented equipment to the Company. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure equipment while awaiting pick up.**

---

## TERMS AND CONDITIONS

---

1. This quotation is valid for 30 days, however, prices may change without written notification. Quotations for sales of HDPE pipe are valid for seven (7) days.
2. This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the above itemized rates or based upon our published rental rate schedule.
3. Payment terms: Net 30 based on credit approval.
4. Taxes are not included in any rental, sale or labor quotes. Customer is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Customer will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.
5. Delivery and Pick-Up available at Customer's request via Lessor's/Supplier's truck for an additional charge.
6. Customer shall be responsible for providing adequate labor and material handling equipment onsite to unload/load and setup/breakdown equipment, including chains or cables of sufficient capacity along with cribbing material to support pumps, piping and accessories.
7. Customer responsible for daily monitoring of all equipment on site, including but not limited to cleaning of suction screen(s) as necessary. Diesel driven pumps require routine service including changing oil, oil filter, fuel filter, and performing general maintenance every 250 hours of running time, and also replacing the air filter every 500 hours of running time. As requested, Lessor/Supplier will service the equipment for an additional charge.
8. Customer shall be responsible for any required secondary containment around and under each pump to contain possible spills during operation or refueling of the equipment.
9. Customer shall be responsible for compliance with permitting, licensing or other regulatory requirements associated with setup, installation, or operation of the equipment.

## SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

Lessor/Supplier and Customer agree that the terms and conditions printed below are material elements of this contract (the "Contract").

**OWNERSHIP:** FOR RENTED GOODS, RIGHTS AND TITLE SHALL REMAIN WITH THE LESSOR AT ALL TIMES. FOR SALE GOODS, RIGHTS AND TITLE SHALL PASS TO CUSTOMER ON THE EARLIER OF SUPPLIER'S RECEIPT OF PAYMENT IN FULL OR CUSTOMER'S RECEIPT OF GOODS AT THE FOB POINT SPECIFIED IN THIS CONTRACT.

**ACCEPTANCE/MODIFICATION:** Customer's notice to proceed or possession of the goods shall be deemed agreement to and acceptance of the Contract. Any purchase order or other document submitted by Customer with differing terms or conditions applicable to the goods is hereby rejected. This Contract contains the entire agreement between the Lessor/Supplier and the Customer. No modification of this Contract shall be binding upon Lessor/Supplier unless such modifications are in writing and signed by both parties.

**SHIPMENT:** Customer shall obtain goods at Lessor's/Supplier's facility unless Lessor/Supplier agrees to ship goods or to make delivery. If goods are to be shipped or delivered by Lessor/Supplier, prices are exclusive of the costs thereof, and unless different terms are stated by Lessor/Supplier in this Contract, all prices are F.O.B. Supplier's facility.

**REMOVAL:** Customer agrees not to remove rented goods from the original delivery location without the prior written consent of the Lessor, which shall not be unreasonably withheld.

**RENTAL CHARGES:** Customer will be charged rental from delivery date up to and including date Customer obtains an Off Rent Call Confirmation Number from Lessor. All rental charges are based on an eight hour working day, 48 hour working week, or 28 day month, and no reduction in rental charges will be made for any time the goods are not used while in Customer's possession and control. Customer agrees to report and pay for any overtime use of the goods in any day, or week or month, at the proportional rental charge specified in this Contract. If no time is fixed for rental period, or if rental is extended beyond the fixed period of time, the Customer agrees to give the Supplier four (4) full business days notice of termination of rental in writing. The rented goods are furnished F.O.B. Lessor's facility and all handling and transportation charges to and from Lessor's facility, unless otherwise specified herein, shall be paid by Customer.

**CREDIT/PAYMENT TERMS:** Credit terms are subject to the approval of Supplier's credit department. If credit terms are not approved, sale will be C.O.D. Rentals shall be payable in advance for each rental period, and, after the expiration of the minimum guaranteed rental period, rents shall be payable per the Contract until the rented goods are returned by Customer. Standard terms of payment are net 30 days from date of invoice. A late fee of 1½ percent per month shall be charged on all balances over 30 days. Customer agrees to pay all costs, including reasonable attorneys' fees, incurred as a result of Customer's breach of this Contract including the failure to pay any amounts due hereunder.

**INSURANCE:** Customer must maintain specific insurance coverages when renting goods from Supplier: Statutory Workers' Compensation and Employers' Liability in compliance with state laws; Automobile Liability including owned, hired, and non-owned vehicles; and Commercial General Liability on a primary and non-contributory basis including broad form contractual liability coverage. Minimum per occurrence limits of \$1MM must be per location/job and defense cost must be supplementary payments. Claims-made policies are not acceptable. Rented/leased equipment must be covered by a Contractor's Equipment policy for the full replacement value of the equipment. Customer must provide a Certificate of Insurance with endorsements naming Supplier as the Certificate Holder and must state that Lessor is named as additional insured and loss payee. Expiration dates, limits, and deductibles for each policy must also be noted, along with a provision for notice of cancellation, non renewal, or material change to the certificate holder of not less than 30 days. Customer shall provide a Certificate of Insurance with endorsements as evidence of coverage before Supplier will release the goods. Failure to maintain adequate insurance will result in an additional automatic surcharge of 15% to the total equipment charge and Customer shall remain subject to the Loss/Damages provisions herein whether insured or not.

**LOSS/DAMAGES:** Customer shall be responsible for all loss or damage to rented goods occurring in excess of ordinary wear and tear, or by theft or fault, negligence or shortages up to the full replacement value of the goods. Lessor's pick-up receipt for rental goods shall not be construed as Lessor's final clearance to Customer. Customer may be invoiced separately for loss or damages to goods.

**OPERATION/INSPECTION:** Customer agrees to operate the equipment in accordance with the manufacturer's manuals and instructions. Customer further agrees to place a competent operator in charge of the equipment. The operator shall be responsible for conducting a personal inspection of the equipment to reveal any apparent defects in the equipment and shall immediately notify Lessor of such defects to allow for repair or replacement of the equipment at Lessor's sole discretion. Customer shall operate the equipment at Customer's own risk.

**SERVICE/MAINTENANCE:** Customer shall be responsible for all fuel and add oils necessary to operate the equipment, and to check same daily to ensure proper operation of the equipment. Normal equipment maintenance is completed after 250 hours of running time, which can be provided by Lessor/Supplier for an additional charge. For rentals, Lessor shall have the right to enter the premises where the rental equipment is located and be given free access thereto and afforded necessary services and facilities for safely and readily inspecting it. Lessor reserves the right to conduct equipment maintenance if Customer has not completed maintenance by a qualified individual. Customer expressly agrees to maintain rental equipment and return it in the same condition as when received, normal wear and tear accepted, or to pay for any repairs that may be necessary, including cleaning.

**WARRANTY:** EXCEPT FOR WRITTEN WARRANTIES ON GOODS SOLD, LESSOR/SUPPLIER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR/SUPPLIER FROM AND AGAINST ANY AND ALL POTENTIAL CLAIMS, LIABILITIES, DEMANDS, SUITS, JUDGMENTS, AND THE ASSOCIATED COSTS AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), WHICH LESSOR/SUPPLIER MAY INCUR, BECOME RESPONSIBLE FOR OR PAY OUT AS A RESULT OF DEATH OR PERSONAL INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY, CAUSED IN WHOLE OR IN PART, BY THE OPERATION, MAINTENANCE, HANDLING OR TRANSPORTATION OF THE EQUIPMENT, LOSS OF USE, BUSINESS INTERRUPTION OR EXTRA EXPENSE DUE TO EQUIPMENT BREAKDOWN WHILE IN THE CUSTOMER'S CARE, CUSTODY OR CONTROL, OR WHILE IT IS BEING USED FOR CUSTOMER'S WORK. THESE PROVISIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THE CONTRACT.

**LIMITATION OF LIABILITY:** LESSOR/SUPPLIER LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THIS CONTRACT OR \$100, WHICHEVER IS GREATER. UNDER NO CIRCUMSTANCES SHALL LESSOR/SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**DEFAULT/DAMAGES:** If Customer is in breach of or default in any terms and conditions of this Contract, Lessor/Supplier may terminate this Contract and without demand or notice take immediate possession of, and remove any or all of, the equipment and return it to Lessor's/Supplier's facility, without liability for damages in trespass or otherwise, and without thereby waiving any claim Lessor/Supplier may have against Customer. Customer shall be responsible for all direct and indirect costs along with general and consequential damages, including reasonable attorney's fees and court costs, from Customer's breach of or default in any of the terms and conditions of this Contract.

**JURISDICTION/VENUE:** This Contract shall be governed by the laws of the State of New Jersey, without regard to its principles of conflicts of laws. Any action against Lessor/Supplier shall be filed in the Federal or State Courts of the State of New Jersey. Lessor/Supplier, at its option, may prosecute collections where debts accrue.

**WAIVER:** Lessor's/Supplier's waiver of any right under this agreement shall not affect future application of any such provision or any other provision.

**SEVERABILITY:** The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any provision shall not affect the remaining provisions.

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2013-2014  
 SEWER RESERVES

ACCOUNT CODE	DESCRIPTION	BUDGET FY12-13	BUDGET FY13-14
203-0000	<b>SEWER CAPITAL RESERVES</b>		
	BALANCE PRIOR YEAR	3,430,617	3,356,377
361-20-10	INTEREST	12,710	5,000
	BALANCE OF BOND DEBT FY2012	150,850	0
	<b>TOTAL FUNDS AVAILABLE</b>	<b>3,594,177</b>	<b>3,361,377</b>
	<b>EXPENDITURES</b>		
	CAPITAL BUDGET FY14	0	(348,595)
	SE FRONT STREET	0	(180,000)
	NORTHWEST SEWER STUDY	0	(35,000)
	SCADA UPGRADES	0	(485,000)
	FISHER AVE PUMP STATION	0	(300,000)
	NORTH SHORES PUMP STATION	0	(297,550)
	NORTH STREET PUMP STATION	0	(350,000)
	WASHINGTON ST. PUMP STATION	(162,400)	0
	SEWER PLANNING GRANT	(49,900)	0
	KEY PROPERTIES AGREEMENT	(25,500)	
	<b>TOTAL EXPENDITURES</b>	<b>(237,800)</b>	<b>(1,996,145)</b>
	<b>BALANCE AVAILABLE</b>	<b>3,356,377</b>	<b>1,365,232</b>

## **2013 – 2014 SEWER CAPITAL PROJECTS**

4/10/13

REPLACE FENCE AT TRUITT AVE. PUMP STA.	\$9,000
MUFFIN MONSTER FOR FISHER AVE. CLEAN WET WELL AND COST OF BY-PASSING TIL COMPLETE.	\$75,000
CHECK VALVE REPLACEMENT (FISHER AVE. & SHAWNEE)	\$25,000
SEWER CAMERA FOR MAINS AND LATERALS	\$11,000
(2) DAVIT CRANES FOR PUMP STA. (FOR PULLING PUMPS)	\$10,000
CONTROLLERS AND TRANSDUCERS	\$15,000
S.E. SECOND STREET PUMP STA. IMPROVMENTS	\$45,000
LINING OF SEWER MAINS	\$122,000

See attached copy for areas and pricing.

**Total = 312,000**

**CONTRACT CHANGE ORDER**

		ORDER NO. 2
		DATE November 27, 2013
CONTRACT FOR Washington Street Sewage Pumping Station Rehabilitation Project	STATE Delaware	
OWNER City of Milford	COUNTY Sussex	
TO (Contractor) Bearing Construction, Inc.	CONTRACT 052A155	

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (See Attached Documentation)	DECREASE in Contract Price	INCREASE in Contract Price
Grinder Installation (Fisher Avenue Pumping Station)	\$ -	\$ 59,107.00
	\$ -	\$ -
TOTALS	\$ -	\$ 59,107.00
NET CHANGE IN CONTRACT PRICE	\$ -	\$ 59,107.00

JUSTIFICATION:

The existing trash basket system in the Fisher Avenue Pumping Station is in need of replacement. Bearing is on site at the Washington Street PS with the necessary equipment and manpower to install the new grinder as an add-on to the contract.

The amount of the Contract will be **Increased** By The Sum Of:

*Fifty-Nine Thousand, One Hundred Seven and 00/100* Dollars \$ 59,107.00

The Contract Total Including this and previous Change Orders Will Be:

*Eight Hundred Sixty-Nine Thousand, Five Hundred Thirty-Two and 00/100* Dollars \$ 869,532.00

The Contract Period Provided for Completion Will Be **Unchanged**:

0 Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested

City of Milford

(Owner)

(Date)

Recommended

Davis, Bowen & Friedel, Inc.

(Engineer)

(Date)

Accepted

Bearing Construction, Inc.

(Contractor)

(Date)

**CITY OF MILFORD  
FUND BALANCES REPORT**

Date: October 2013

Cash Balance - General Fund Bank Balance	\$4,006,735
Cash Balance - Electric Fund Bank Balance	\$4,749,826
Cash Balance - Water Fund Bank Balance	\$2,117,209
Cash Balance - Sewer Fund Bank Balance	\$819,518
Cash Balance - Trash Fund Bank Balance	\$385,802

	General <u>Improvement</u>	Municipal <u>Street Aid</u>	Real Estate <u>Transfer Tax</u>	Solid Waste <u>Reserves</u>
Beginning Cash Balance	462,021	1,034,814	1,711,233	0
Deposits			29,174	
Interest Earned this Month	34	76	139	
Disbursements this Month	(5,311)		(41,666)	
Investments				250,000
Ending Cash Balance	\$456,744	\$1,034,890	\$1,698,880	\$250,000

	GF Capital <u>Reserves</u>	Water Capital <u>Reserves</u>	Sewer Capital <u>Reserves</u>	Electric <u>Reserves</u>
Beginning Cash Balance	2,297,330	5,087,747	3,460,565	10,563,989
Deposits				
Interest Earned this Month	191	424	288	856
Disbursements this Month	(11,828)			(7,403)
Investments	250,000			
Ending Cash Balance	\$2,535,693	\$5,088,171	\$3,460,853	\$10,557,442

	Water <u>Impact Fee</u>	Sewer <u>Impact Fee</u>	Electric <u>Impact Fee</u>
Beginning Cash Balance	1,105,374	\$762,411	\$297,110
Deposits	3,970	\$2,098	\$1,200
Interest Earned this Month	77	\$56	\$22
Disbursements this Month			
Investments			
Ending Cash Balance	\$1,109,421	\$764,565	\$298,332

INTEREST THROUGH THE FOURTH MONTH OF THE FISCAL YEAR:

General Fund	2,952	Water Fund	691
GF Capital Reserves	713	Water Capital Reserves	1,490
General Improvement Fund	133	Water Impact Fees	284
Municipal Street Aid	305	Sewer Fund	209
Real Estate Transfer Tax	526	Sewer Capital Reserves	1,067
Electric Fund	1,305	Sewer Impact Fees	206
Electric Reserves	3,263	Trash Fund	2,269
Electric Impact Fees	80		

TOTAL INTEREST EARNED TO DATE \$15,493

**REVENUE REPORT**

**Page Two**

33% of Year Expended

Date: October 2013	AMOUNT BUDGETED	MTD	YTD	YTD%
ACCOUNT				
Budgeted Fund Balance	161,840	0	61,840	38.21%
General Fund Capital Reserves	40,000	0	40,000	100.00%
Property Transfer Tax-Police	500,000	41,667	166,667	33.33%
Real Estate Tax	3,581,965	257	3,627,716	101.28%
Business License	35,000	550	3,500	10.00%
Rental License	85,000	150	1,350	1.59%
Building Permits	80,000	2,236	20,552	25.69%
Planning & Zoning	10,000	200	4,950	49.50%
Grasscutting Revenue	5,000	416	1,664	33.28%
Police Revenues	315,000	10,318	46,955	14.91%
Misc. Revenues	282,260	29,617	55,704	19.73%
Transfers From	3,215,480	267,956	1,071,826	33.33%
<b>Total General Fund Revenues</b>	<b>\$8,311,545</b>	<b>\$353,367</b>	<b>\$5,102,724</b>	<b>61.39%</b>
Water Revenues	2,715,000	242,078	967,930	35.65%
Sewer Revenues	2,385,670	211,677	849,192	35.60%
Kent County Sewer	1,464,600	153,143	609,208	41.60%
Solid Waste Revenues	1,303,000	153,800	433,643	33.28%
Electric Revenues	25,520,985	1,886,544	9,109,626	35.69%
<b>TOTAL REVENUES</b>	<b>\$41,700,800</b>	<b>\$3,000,609</b>	<b>\$17,072,323</b>	<b>40.94%</b>
YTD Enterprise Expense		26,693		
YTD Enterprise Revenue		26,764		
LTD Carlisle Fire Company Building Permit Fund		91,091		

**EXPENDITURE REPORT**

**Page Three**

Date: October 2013

33% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
<b>City Manager</b>					
Personnel	355,220	\$26,914	117,099	32.97%	238,121
O&M	154,065	\$10,251	34,191	22.19%	119,874
Capital	0	\$0	0		0
<b>Total City Manager</b>	<b>\$509,285</b>	<b>\$37,165</b>	<b>\$151,290</b>	<b>29.71%</b>	<b>357,995</b>
<b>Planning &amp; Zoning</b>					
Personnel	125,100	\$9,654	38,675	30.92%	86,425
O&M	31,840	\$4,177	10,933	34.34%	20,907
Capital	0	\$0	0		0
<b>Total P, C &amp; I</b>	<b>\$156,940</b>	<b>\$13,831</b>	<b>\$49,608</b>	<b>31.61%</b>	<b>107,332</b>
<b>Code Enforcement &amp; Inspections</b>					
Personnel	143,785	\$10,271	42,060	29.25%	101,725
O&M	45,630	\$2,031	14,608	32.01%	31,022
Capital	0	\$0	0		0
<b>Total P, C &amp; I</b>	<b>\$189,415</b>	<b>\$12,302</b>	<b>\$56,668</b>	<b>29.92%</b>	<b>132,747</b>
<b>Council</b>					
Personnel	31,225	\$2,153	8,143	26.08%	23,082
O&M	46,150	\$3,870	12,265	26.58%	33,885
Council Expense	17,000	\$3,806	11,598	68.22%	5,402
Contributions	322,000	\$0	82,000	25.47%	240,000
Codification	4,000	\$650	650	16.25%	3,350
Employee Recognition	9,000	\$0	0	0.00%	9,000
Insurance	27,220	\$0	13,610	50.00%	13,610
Capital-Transfer to Reserves	61,840	\$0	61,840	100.00%	0
<b>Total Council</b>	<b>\$518,435</b>	<b>\$10,479</b>	<b>\$190,106</b>	<b>36.67%</b>	<b>328,329</b>
<b>Finance</b>					
Personnel	341,725	\$25,878	103,467	30.28%	238,258
O&M	52,465	\$5,256	15,110	28.80%	37,355
Capital	0	\$0	0		0
<b>Total Finance</b>	<b>\$394,190</b>	<b>\$31,134</b>	<b>\$118,577</b>	<b>30.08%</b>	<b>275,613</b>
<b>Information Technology</b>					
Personnel	176,860	\$8,446	33,775	19.10%	143,085
O&M	176,790	\$8,553	47,948	27.12%	128,842
Capital	50,000	\$0	21,107	42.21%	28,893
<b>Total Information Technology</b>	<b>\$403,650</b>	<b>\$16,999</b>	<b>\$102,830</b>	<b>25.48%</b>	<b>300,820</b>

**EXPENDITURE REPORT**  
**Page Four**

Date: October 2013

33% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
<b>Police Department</b>					
Personnel	3,791,065	\$273,015	1,103,992	29.12%	2,687,073
O&M	499,040	\$39,607	178,236	35.72%	320,804
Capital	107,810	\$54,629	107,498	99.71%	312
<b>Total Police</b>	<b>\$4,397,915</b>	<b>\$367,251</b>	<b>\$1,389,726</b>	<b>31.60%</b>	<b>3,008,189</b>
<b>Streets &amp; Grounds Division</b>					
Personnel	438,755	\$30,388	116,041	26.45%	322,714
O&M	379,635	\$35,318	119,886	31.58%	259,749
Capital	55,000	\$0	0	0.00%	55,000
Debt Service	45,560	\$0	0	0.00%	45,560
<b>Total Streets &amp; Grounds</b>	<b>\$918,950</b>	<b>\$65,706</b>	<b>\$235,927</b>	<b>25.67%</b>	<b>683,023</b>
<b>Parks &amp; Recreation</b>					
Personnel	519,805	\$38,783	174,189	33.51%	345,616
O&M	245,151	\$16,845	139,583	56.94%	105,568
Capital	57,809	\$16,722	40,035	69.25%	17,774
<b>Total Parks &amp; Recreation</b>	<b>\$822,765</b>	<b>\$72,350</b>	<b>\$353,807</b>	<b>43.00%</b>	<b>468,958</b>
<b>Total General Fund</b>					
<b>Operating Budget</b>	<b>\$8,311,545</b>	<b>\$627,217</b>	<b>\$2,648,539</b>	<b>31.87%</b>	<b>5,663,006</b>

EXPENDITURE REPORT

Page Five

Date: October 2013

33% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
<b>Water Division</b>					
Personnel	300,425	\$22,835	91,987	30.62%	208,438
O&M	1,070,445	\$83,525	341,931	31.94%	728,514
Capital	525,000	\$1,820	1,820	0.00%	523,180
Debt Service	819,130	\$834	47,334	5.78%	771,796
<b>Total Water</b>	<b>\$2,715,000</b>	<b>\$109,014</b>	<b>\$483,072</b>	<b>17.79%</b>	<b>2,231,928</b>
<b>Sewer Division</b>					
Personnel	300,425	\$22,836	91,983	30.62%	208,442
O&M	1,063,445	\$50,999	346,233	32.56%	717,212
Capital	347,000	\$2,365	30,209	0.00%	316,791
Debt Service	689,400	\$12,736	25,471	3.69%	663,929
<b>Sewer Sub Total</b>	<b>\$2,400,270</b>	<b>\$88,936</b>	<b>\$493,896</b>	<b>20.58%</b>	<b>1,906,374</b>
Kent County Sewer	1,450,000	\$218,984	675,057	46.56%	774,943
<b>Total Sewer</b>	<b>\$3,850,270</b>	<b>\$307,920</b>	<b>\$1,168,953</b>	<b>30.36%</b>	<b>2,681,317</b>
<b>Solid Waste Division</b>					
Personnel	362,410	\$27,514	113,074	31.20%	249,336
O&M	775,590	\$67,502	279,616	36.05%	495,974
Capital	165,000	\$0	0	0.00%	165,000
<b>Total Solid Waste</b>	<b>\$1,303,000</b>	<b>\$95,016</b>	<b>\$392,690</b>	<b>30.14%</b>	<b>910,310</b>
<b>Total Water, Sewer Solid Waste</b>					
	<b>\$7,868,270</b>	<b>\$511,950</b>	<b>\$2,044,715</b>	<b>25.99%</b>	<b>5,823,555</b>
<b>Electric Division</b>					
Personnel	1,248,005	\$87,057	349,067	27.97%	898,938
O&M	1,625,800	\$126,581	519,808	31.97%	1,105,992
Transfer to General Fund	2,500,000	\$208,333	833,333	33.33%	1,666,667
Capital	1,005,950	\$0	4,161	0.41%	1,001,789
Debt Service	641,230	\$0	55,241	8.61%	585,989
<b>Electric Sub Total</b>	<b>\$7,020,985</b>	<b>\$421,971</b>	<b>\$1,761,610</b>	<b>25.09%</b>	<b>5,259,375</b>
Power Purchased	18,500,000	\$1,381,298	6,301,404	34.06%	12,198,596
<b>Total Electric</b>	<b>\$25,520,985</b>	<b>\$1,803,269</b>	<b>\$8,063,014</b>	<b>31.59%</b>	<b>17,457,971</b>
<b>TOTAL OPERATING BUDGET</b>					
	<b>\$41,700,800</b>	<b>\$2,942,436</b>	<b>\$12,756,268</b>	<b>30.59%</b>	<b>28,944,532</b>

**INTERSERVICE DEPARTMENTS REPORT**

Page Six

Date: October 2013

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	33% of Year Expended	UNEXPENDED BALANCE
				YTD%	
<b>Garage</b>					
Personnel	79,700	5,992	24,087	30.22%	55,613
O&M	66,355	7,208	23,581	35.54%	42,774
Capital	0	0	0		0
<b>Total Garage Expense</b>	<b>\$146,055</b>	<b>13,200</b>	<b>\$47,668</b>	<b>32.64%</b>	<b>98,387</b>
<b>Public Works</b>					
Personnel	185,195	14,358	57,554	31.08%	127,641
O&M	200,915	11,213	37,992	18.91%	162,923
Capital	27,100	0	1,710	6.31%	25,390
<b>Total Public Works Expense</b>	<b>\$413,210</b>	<b>25,571</b>	<b>\$97,256</b>	<b>23.54%</b>	<b>315,954</b>
<b>Billing &amp; Collections</b>					
Personnel	488,145	34,978	139,674	28.61%	348,471
O&M	241,020	18,487	104,014	43.16%	137,006
Capital	0	0	0		0
<b>Total Billing &amp; Collections</b>	<b>\$729,165</b>	<b>53,465</b>	<b>\$243,688</b>	<b>33.42%</b>	<b>485,477</b>
<b>City Hall Cost Allocation</b>					
Personnel	0	0	0		0
O&M	59,700	4,001	16,907	28.32%	42,793
Capital	0	0	0		0
<b>Total City Hall Cost Allocation</b>	<b>\$59,700</b>	<b>4,001</b>	<b>\$16,907</b>	<b>28.32%</b>	<b>42,793</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  
*November 18, 2013*

The Rescheduled 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, November 18, 2013.

PRESIDING: Mayor Joseph Ronnie Rogers

IN ATTENDANCE: Councilpersons Bryan Shupe, 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

Solicitor David Rutt, Esquire

Meeting was rescheduled from its original date of November 12, 2013.

#### CALL TO ORDER

Mayor Rogers called the Monthly Meeting to order at 7:00 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. Morrow to approve the minutes of the October 14, 2013 and October 28, 2013 Council Meetings as presented. Motion carried.

#### RECOGNITION

No special guests in attendance.

#### MONTHLY POLICE REPORT

Chairman Morrow presented the police report on behalf of Chief Hudson. Mr. Pikus moved to accept the police report, seconded by Mr. Grier. Motion carried.

#### CITY MANAGER REPORT

Mr. Carmean presented the following report:

##### *ADMINISTRATION*

*The boiler has been replaced in City Hall at a cost of \$14,775.00. Since these funds were not budgeted, I will have to pay the invoice from my Contingency Fund.*

##### *ELECTRIC*

*The transmission line construction has begun on Route 113 and will continue for at least three months. We are also putting in distribution lines that will be coming from the new substation onto our present system.*

*Our crews have been working on McColley Street replacing a number of deteriorating poles. The last outage, on Saturday, November 9<sup>th</sup> was the result of a lightning arrester blowing out. The cause was found quickly due to one of the callers reporting an explosion in the area of the Overhead Door Company on Marshall Street.*

*This was almost the exact same time as the previous outage on Saturday, September 28<sup>th</sup> when two of the town's four circuits blew in the vicinity of the IG Burton building on Rehoboth Boulevard. Crews are not completely sure why that occurred but suspect it may have been contact by a bird or squirrel.*

#### *STREETS AND SOLID WASTE*

*I have directed DBF to move ahead with the Southeast Front Street project. The low-bidder was a company we had not done business with before. While we were pleased with the bid amount, I thought it best we called some of their past customers for recommendations. I directed Public Works Director Brad Dennehy and Street Superintendent Tim Webb to travel around to various locations to inspect the quality of their work.*

*There is still a shortfall in funding of the Southeast Front Street project, but I have requested some additional funding from our legislators. I could remove the sidewalk improvements to save money, but think that would be a mistake. The awarding of the bid will be postponed at this time.*

*Customers seemed pleased that we are continuing the yard debris pickups throughout the winter. Crews also began the leaf vacuuming program the first of November. Many customers still bag their leaves costing us unnecessary expense and unnecessary work. I will attempt to notify more people of the service.*

*It was confirmed that leaves must be raked to the curb and not the gutter. Customers needing this service should contact the public works department and schedule a pickup time.*

The city manager said he will make sure the utility bills contain a notice explaining the process. He also suggests a tarp be placed over the leaves with a couple of bricks on top to prevent them from blowing until they are picked up.

Mr. Pikus asked the city manager to consider the request of Sudler Lofland to eliminate parking on Southeast Front Street. Mr. Brooks recalled that Mr. Lofland took an inventory of the homes and parking spaces on this street. Mr. Pikus agreed noting that every property, with the exception of one, had an entrance to the rear of their property. Despite that, vehicles continue to park on the sidewalks. Mr. Carmean agreed to take care of it.

Mr. Brooks said he spoke with Street Superintendent Tim Webb about this situation. Mr. Webb stated that once the new curb is in place, the vehicles will no longer be able to jump the curb. Mr. Carmean said he will still have it posted no parking because some people attempt to park on there regardless.

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

#### COMMITTEE & WARD REPORTS

##### *Holiday Dinners*

Mr. Starling reminded council the annual holiday dinners are approaching for the needy and asked for donations.

#### COMMUNICATIONS & CORRESPONDENCE

Included in packet.

#### UNFINISHED BUSINESS

##### *Ordinance 2013-13/Chapter 84/Amendment/Bicycles, Skateboards and other Conveyances*

City Manager Carmean introduced the following ordinance:

*WHEREAS, The City of Milford recognizes that individuals may require the assistance of a motorized scooter or wheelchair in order to facilitate movement; and*

*WHEREAS, Motorized Scooters and Wheelchairs, when operating, crossing, or traveling on or adjacent to public roadways*

*without proper safety and reflective equipment do thereby create a severe risk of injury or death to both the operator and motorist; and*

*WHEREAS, The City of Milford desires, through the enactment of this ordinance, to identify and establish the minimum level of safety equipment that is necessary in order to safely operate motorized scooters and wheelchairs on public roadways and sidewalks.*

*WHEREAS, The City of Milford intends to update Chapter 84 of the Code of the City of Milford to allow for reasonable, safe use of conveyances on City streets and sidewalks.*

**NOW THEREFORE, THE CITY OF MILFORD ORDAINS:**

*1. Chapter 84 of the Code of the City of Milford, entitled "BICYCLES, SKATEBOARDS, AND OTHER CONVEYANCES," Article I "Use on Sidewalks," Section 1 shall be deleted in its entirety and replaced with;*

*§ 84-1. – Prohibited acts; penalties;  
This section is deleted in its entirety.*

*2. Chapter 84 of the Code of the City of Milford, entitled "BICYCLES, SKATEBOARDS, AND OTHER CONVEYANCES," Article IV is to be created, titled "Motorized Scooters and Wheelchairs," and adopted as follows.*

*Article IV: Motorized Scooters and Wheelchairs*

*§ 84-8 – Definitions.*

*"Motorized Scooters and Wheelchairs" shall mean any self-propelled device, regardless of the number of wheels, powered by any style motor, which is designed and intended primarily for use by individuals with mobility disabilities.*

*"Public Streets" for purposes of this Article IV shall mean roads, highways, sidewalks or any other thoroughfare dedicated, constructed or maintained by the City of Milford or the State of Delaware within the municipal limits.*

*§ 84-9 – Safety Equipment.*

*A. Daytime Operation: All Motorized Scooters and Wheelchairs operating on Public Streets during daylight hours shall be equipped with at least one of the following:*

- 1. Slow moving vehicle fluorescent triangle on the rear of the device; or*
- 2. Red safety flag.*

*B. Nighttime Operation: All Motorized Scooters and Wheelchairs operating on Public Streets at night or any other time when lighted lamps are required under 21 Del. C. § 4331 shall be equipped, at a minimum, with all of the following:*

- 1. A lamp emitting a white light which, while the device is on the Public Street, illuminates the Public Street in front of the operator and is visible from a distance of 300 feet in front and from the sides of the motorized scooter or wheelchair.*
- 2. A red reflector on the rear of the device of the type approved by the Department of Transportation for bicycles, as defined under 21 Del. C. § 4198F(b).*
- 3. A white, yellow, or red reflector on each side of the device that is visible from a distance of at least 200 feet.*

*C. Every Motorized Scooter and Wheelchair operating on Public Streets shall be equipped with a braking system which enables its operator to stop the device within 25 feet from a speed of 10 miles per hour on dry, level, clean pavement.*

*§ 84-10 – Enforcement*

*This Section shall be enforced by the City of Milford Police Department.*

*§ 84-11 – Fines and Penalties.*

- A. Any person found in violation of this Section as a first offense shall be issued a written warning.
- B. Any person found in violation of this Section as a second offense shall be issued a fine no greater than \$\_\_\_\_\_.
- C. All subsequent offenses shall be issued a fine no greater than \$\_\_\_\_\_.

*§ 84-12 - Effective Date*

Solicitor Rutt reported that Section 84-1 has been removed from the chapter and a new Article IV created and titled "Motorized Scooters and Wheelchairs".

Mr. Pikus noted the fines were blank and asked if the police department makes that determination; Mr. Rutt stated that is a council decision and it was left open intentionally for council to make a determination.

Mr. Brooks expressed concern with the fines because the purpose is to protect the wheelchair operators. Mr. Pikus noted the first offense is a warning and they should be informed this was done to protect them; Mr. Brooks agreed but feels that a lot of these people do not have a lot of money.

Mr. Pikus reiterated the Rotary Club will pay for all the new equipment/materials for the first five years. However, it is their responsibility to put it on the chair.

Mr. Rutt emphasized the fines are an incentive to comply with the ordinance. Otherwise, there are no repercussions and they could never put them on because there are no fines.

Mr. Rutt referenced the fines in the skateboard section that council previously favored adding to this article. The first offense is a written warning, the second is \$10 and subsequent fines are \$25, \$50 and \$100.

Mr. Pikus recommends we use the same language. Mr. Rutt will amend the ordinance to coincide with the fines outlined in the skateboard article; council agreed.

Mr. Rutt explained the ordinance will be introduced at the next meeting and adopted in December.

**NEW BUSINESS**

*Award of Bid/Southeast Front Street Rehabilitation Paving Project*

Matter postponed until next meeting.

*Approval/Renewal of First State BMX Lease Agreement*

Mr. Carmean confirmed the agreement would cover another five-year period. Mr. Pikus asked if we should make the contract period a shorter time in case the school ever needed the property. Mr. Brooks asked the city manager if the BMX group understood that if the property was needed by the city or school, BMX would agree to surrender the property. Mr. Carmean recalled that the only reason the city would break this lease with BMX was if the school needed the property.

Mr. Rutt said if that is the intent, he will add it to the lease. He also noted a couple other minor issues that should be discussed with BMX before the lease is voted on.

He explained that one was to verify the insurance coverage. One section stated that BMX would restore the property to its original condition. However, the city may want to keep some of the bleachers (for example) and he recommends the language be rewritten that the land would be restored to the condition the city desired.

Mr. Rutt noted there is nothing objectionable and the contract only needs some minor tweaking.

Mr. Carmean suggests providing a year's notice should the school later need the property.

The city manager will follow up with Mr. Rutt.

*Greater Kent Committee/Financial Contribution*

Mr. Carmean advised the \$750 bill is a membership fee charged by the Greater Kent Committee. The fee allows Mr. Carmean to become a member of the committee.

Mr. Pikus asked what benefit the city receives; Mr. Carmean said that everyone else participates.

Mr. Grier moved for approval of the \$750 membership fee, seconded by Mr. Pikus. Motion carried.

*Award of Funding/Carpenter Pit Road Improvements/Councilman Grier*

Mr. Grier advised that a couple weeks ago, the city manager contacted him about the city contributing to the Carpenter Pit Road project. He recalled several meetings ago when Pastor Royce Andrus came before council to discuss the road problems to this development. That included a one-way road which was causing a lot of problems for vehicles going not only to his development, but also to the hotel.

They met with Secretary of Transportation Shailen Bhatt, DelDOT officials and a couple of local legislators. They came to the conclusion that if the city would contribute \$20,000, a portion would come through our local legislators which included Senator Gary Simpson, Senator Colin Bonini and Representative Jack Peterman. The balance of the funds would then come from Secretary Bhatt.

The projected cost was \$380,000; between \$150,000 and \$200,000 would come from the legislators, a \$20,000 contribution from the city and the balance would come from the state.

After speaking with Mr. Gleysteen and Mr. Shupe, Mr. Grier was initially very leery because he thought it was a state issue and something the city should not get involved in. However, after discussing it with Senator Simpson, Mr. Grier changed his mind.

His recommendation is to pay for this out of the Wawa Account. The justification is what could be done in this area economically. Right now, it is almost landlocked and vehicles have a very difficult time getting in and out.

Mr. Grier confirmed with the city manager the roadway is a city-maintained road.

Mr. Grier moved to pay \$20,000 out of the Wawa fund for the Carpenter Pit Road project improvements, seconded by Mr. Brooks. Motion carried.

The city manager then pointed out that Mr. Brooks had concerns about the amount of traffic dumping out onto Northeast Tenth Street and Route 1 intersection. Opening the other end to two-way traffic will divide the amount of vehicles who will then be able to use both ends.

Mr. Carmean reported that DelDOT is also considering a future service road going up by Jenkins Road to the new overpass.

Mr. Grier reiterated that the current road situation is a nightmare for people accessing this area. Most drivers have no idea how to get in or out. Mr. Brooks agreed adding that he is unsure how it was ever approved.

Mr. Brooks asked if it was ever determined if the road has been annexed; Mr. Carmean verified it has not been annexed and is a state roadway. However, the city continues to handle snow removal as they do on many other state roads.

*Discontinuance of Solid Waste Services*

The city manager reported that Street Superintendent Tim Webb has gathered and analyzed information on anything from weight to the cost of solid waste crews. A new law effective January 1<sup>st</sup> requires any commercial trash collector to provide recycling services to their commercial customers. However, Mr. Carmean is confident he can have Milford's deadline extended. He explained that we collect two to three times a week on some commercial accounts; the same level of service must be provided for recycling.

Mr. Carmean said that currently, we are losing \$28,000 a year on commercial trash collection. That number will increase with recycling. To meet the recycling requirement, another truck and crew would have to be added.

He has talked individually to various council members and explained there are a couple ways to do this. Commercial trash collection under our current ordinance is voluntary. Many businesses do not use the city's trash services. Those that have it can cancel at any time. Having this deadline extended to the end of January will provide enough time for them to hire a private hauler.

The city manager reported that business offices and other small businesses that only have one or two trash roll-outs could continue to be serviced without an increase in cost. Mr. Carmean said we are not losing money on that class of customers though we continue to go in the hole with the dumpsters. He indicated that some commercial customers do not want a dumpster on their property and instead have multiple cans and in some cases, up to eight cans. He does not believe we can continue to provide them trash services as well.

His suggestion is that we continue to provide commercial trash service to those businesses who have two carts or less. To comply with the law, we will have to provide them recycling carts.

Mr. Grier asked what a commercial customer is charged for two carts; Mr. Carmean said a single cart is approximately \$31. Mr. Gleysteen asked the rate for dumpster collection. The city manager explained there are light, medium and heavy weight customers. The cost ranges from \$80 to \$145.

Mr. Brooks and Mr. Pikus both agreed we are continuing to lose money on commercial pickups. Mr. Brooks reported that the cost for equipment, related expenses, benefits and salary of a three-person crew is more than \$190,000.

Mr. Grier believes the best action is to discontinue all commercial trash with the exception of those that only have two carts. He believes that will provide some additional time for our trash crews to service the residential customers.

Mr. Carmean said he has been told by some commercial customers that they do not believe their rates should be increased. He noted that by eliminating this service, we can continue with our current residential rate.

Mr. Pikus emphasized that right now, the resident is underwriting the commercial customer.

When asked how quickly this can be done, Mr. Carmean explained the trash code will need to be changed. In the meantime, he will mail letters out advising the commercial customers we will discontinue their trash collection and direct them to look for a commercial hauler.

In the meantime, the ordinance will need to be advertised, introduced and then a vote taken.

Mr. Pikus moved that the city manager mail letters informing commercial customers with more than two carts their commercial trash service will be eliminated and proceed with the ordinance amendment, seconded by Mr. Grier. Motion carried.

#### *Introduction/Ordinance 2013-10/Sewer Code/Chapter 185/Waiver of Impact Fees*

Mr. Carmean noted that the impact fee waiver had expired on June 30, 2013. However, he continued to provide some waivers on his own and in particular to the Halpern Office Building and the Milford Gallery Shopping Center by Ruby Tuesday. He recommends we continue the waivers for an indefinite period.

Mr. Pikus asked if the increase in building is due to the impact fee incentive. Mr. Carmean said there are people that decided to build now instead of postponing it. Milford Gallery is owned by the Laragione family who also owns Mama Maria. He thinks that is the reason they began construction at this time.

Mr. Grier asked how it is determined the number of jobs being created. He stated that is required before the waiver can be considered. The city manager said he just takes the word of the developer/builder. He said it is difficult to determine in the case of the shopping center. In that situation, he just took the total square footage and considered the type of stores

or offices it will house. Presently, Sleepy's and Sno Yo Yogurt will be locating there. In Doctor Halpern and Doctor Bunting (business park lot)'s situation, they were already aware how many employees would be hired because the majority were transfers from one building to the new building.

Mr. Grier said it is very important and is used as an incentive to bring new jobs. The previous ordinance allowed the city to give away the ranch. This directly ties into economic development which was the intent and reason for the waiver.

Another component was the requirement to rehab and upgrade existing structures which he encourages. He believes those requirements need to stay in place and followed before any waiver is considered.

Mr. Carmean reported that he is still negotiating with Perdue who went from 1,100 to 1,300 jobs because of the new organic chicken product which is only handled by the Milford plant. Their water, sewer and electric consumption has increased though no new infrastructure improvements are needed. If an improvement was needed, he would need to determine the additional costs and require a percentage back.

To him, it is smart business to try and continue to get the new load. He said that any new load has a three to five-window on any rate reduction.

Mr. Carmean then introduced the following ordinance:

#### Ordinance 2013-10/Sewer Code

WHEREAS, the City of Milford is encouraging the redevelopment of underused buildings and sites by increasing rehabilitations, upgrades and reuses of existing buildings; and

WHEREAS, the waiver of impact fees authorized by Ordinance 2010-8, Ordinance 2010-17, 2011-16 and 2012-19 led to more projects being launched; and

WHEREAS, City Council has learned that building permit values increased in 2010, 2011, 2012 and 2013 when compared to the same period in 2009; and

WHEREAS, it is the City of Milford's desire to extend the waiver of sewer impact fees for an indefinite period of time.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. Chapter 185 of the Code of the City of Milford, entitled Sewers, Article III §24 Impact Fee Established, §185-24-D shall be amended by indefinitely extending the deadline with the following conditions:

D. The sewer impact fee described in Subsection C shall be waived for all permits issued for repairs or rehabilitation of existing structures ~~between September 20, 2012 and June 30, 2013~~ **beginning DECEMBER 5, 2013**. The waiver shall be for a maximum of 5 EDUs per project. The city will continue to collect the impact fee charged by Kent County. Waiver does not apply to new construction.

Section 2. Chapter 185 of the Code of the City of Milford, §185-24-D(1) and §185-24-D(2) shall remain in effect.

§185-24 D (1) To qualify for the impact fee waiver, construction must be completed and a certificate of occupancy received in accordance with the following schedule:

Single Family Residential	6 Months
Multi Family Residential	12 Months
Commercial	12 Months

(a) Waiver of Sewer Impact Fees for Commercial Entities:

To encourage new business and the expansion of existing businesses, the business must create a minimum of five (5) jobs to employ five (5) full-time employees in the City of Milford in accordance with the following criteria:

Creation of 5-9 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (1 EDU)
Creation of 10-14 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (2 EDU's)
Creation of 15-19 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (3 EDU's)
Creation of 20-24 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (4 EDU's)
Creation of 25+ new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (5 EDU's)

b) Agreement shall be executed by the commercial customer relative to the creation and retention of jobs.

§185-24 D (2) Any structure that does not receive a certificate of occupancy in accordance with this schedule shall be ineligible for the impact fee waiver and shall pay the required impact fee in full prior to the issuance of a certificate of occupancy.

### Section 3. Dates

Introduction: November 12, 2013

Adoption (Projected): November 25, 2013

Effective (Projected): December 5, 2013

### *Introduction/Ordinance 2013-11/Water Code/Chapter 220/Waiver of Impact Fees*

Mr. Carmean introduced the following ordinance:

#### Ordinance 2013-11/Water Code

WHEREAS, the City of Milford is encouraging the redevelopment of underused buildings and sites by increasing rehabilitations, upgrades and reuses of existing buildings; and

WHEREAS, the waiver of impact fees authorized by Ordinance 2010-9, Ordinance 2010-18, Ordinance 2011-17 and Ordinance 2012-20 led to more projects being launched; and

WHEREAS, City Council has learned that building permit values increased in 2010, 2011, 2012 and 2013 when compared to the same period in 2009; and

WHEREAS, to further stimulate the local economy, it is the City of Milford's desire to extend the waiver of water impact fees for an indefinite period of time.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. Chapter 222 §31 of the Code of the City of Milford, entitled Water, shall be amended by indefinitely extending the deadline with the following conditions:

§222-31 I. The water impact fee described in §222-31H shall be waived for all permits issued for repairs or rehabilitation of existing structures ~~between September 20, 2012 and June 30, 2013~~ **beginning *DECEMBER 5, 2013***. The waiver shall be for a maximum of 5 EDUs per project. Waiver does not apply to new construction.

Section 2. Chapter 222 of the Code of the City of Milford, §222-31-I (1) and §222-31-I (2) shall remain in effect.

§222-31 I. (1) To qualify for the impact fee waiver, construction must be completed and a certificate of occupancy received in accordance with the following schedule:

Single Family Residential	6 Months
Multi Family Residential	12 Months
Commercial	12 Months

(a) Waiver of Water Impact Fees for Commercial Entities:

To encourage new business and the expansion of existing businesses, the business must create a minimum of five (5) jobs to employ five (5) full-time employees in the City of Milford in accordance with the following criteria:

Creation of 5-9 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (1 EDU)
Creation of 10-14 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (2 EDU's)
Creation of 15-19 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (3 EDU's)
Creation of 20-24 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (4 EDU's)
Creation of 25+ new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (5 EDU's)

b) Agreement shall be executed by the commercial customer relative to the creation and retention of jobs.

§222-31 I. (2) Any structure that does not receive a certificate of occupancy in accordance with this schedule shall be ineligible for the impact fee waiver and shall pay the required impact fee in full prior to the issuance of a certificate of occupancy.

Section 3. Dates

Introduction: November 12, 2013

Adoption (Projected): November 25, 2013

Effective (Projected): December 5, 2013

*Introduction/Ordinance 2013-12/Electric Tariff/Appendix B/Rules and Regulations*

Mr. Carmean introduced the following ordinance:

Ordinance 2013-12/Electric Tariff/Appendix B

WHEREAS, the City of Milford is encouraging the redevelopment of underused buildings and sites by increasing rehabilitations, upgrades and reuses of existing buildings; and

WHEREAS, the waiver of impact fees authorized by Ordinance 2010-10, Ordinance 2010-19, Ordinance 2011-18 and Ordinance 2012-21 led to more projects being launched; and

WHEREAS, City Council has learned that building permit values increased in 2010, 2011, 2012 and 2013 when compared to the same period in 2009; and

WHEREAS, to further stimulate the local economy, it is the City of Milford's desire to extend the waiver of electric impact fees for an indefinite period.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. Appendix B-Electric Tariff-Rules and Regulations shall be amended by indefinitely extending the deadline for the waiver of Electric Impact Fees.

Section 2. Rules and Regulations, Section 3-Customer Advance Usage/Impact Fees and Deposits, Subsection E(1) is hereby amended as follows:

E. The electric impact fee established under this Appendix shall be waived for all permits issued for repairs or rehabilitation of existing structures ~~between September 20, 2012 and June 30, 2013~~ **beginning DECEMBER 5, 2013**. Waiver does not apply to new construction.

(1) To qualify for the impact fee waiver, construction must be completed and a certificate of occupancy received in accordance with the following schedule:

Single Family Residential	6 Months
Multi Family Residential	12 Months
Commercial	12 Months

(a) Waiver of Electric Impact Fees for Commercial Entities:

To encourage new business and the expansion of existing businesses, the business must create a minimum of five (5) jobs to employ five (5) full-time employees in the City of Milford in accordance with the following criteria:

Creation of 5-9 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (1 ESU)
Creation of 10-14 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (2 ESU's)
Creation of 15-19 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (3 ESU's)
Creation of 20-24 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (4 ESU's)
Creation of 25+ new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (5 ESU's)

b) Agreement shall be executed by the commercial customer relative to the creation and retention of jobs.

(2) Any structure that does not receive a certificate of occupancy in accordance with this schedule shall be ineligible for the impact fee waiver and shall pay the required impact fee in full prior to the issuance of a certificate of occupancy.

### Section 3. Dates

Introduction: November 12, 2013

Adoption (Projected): November 25, 2013

Effective (Projected): December 5, 2013

### *FY 2013-2014 Budget Adjustment/Carlisle Fire Company Contribution Increase/Property Tax Line Item*

Mr. Carmean advised that a few months ago, members of the Carlisle Fire Company approached local legislators about buying a used brush truck. They asked for funding to re-upholster the seats. The legislators have asked the city to contribute another \$4,350 to the fire company and in turn, they will provide the city \$4,350 for the Southeast Front Street sidewalk project.

He then reported the property taxes came in higher than the anticipated revenue. We will pay the \$4,350 out of the additional tax revenue though the legislators are paying us back through their transportation fund.

Mr. Pikus confirmed it is a washout as far as city funds; Mr. Carmean stated yes.

Mr. Shupe moved to increase the Carlisle Fire Company contribution by \$4,350, to be paid from the property tax revenue line item and reimbursed by legislative transportation funds, seconded by Mr. Starling. Motion carried.

### *FY 2013-2014 Budget Adjustment/Can Do Playground Contribution/Property Tax Line Item*

Mr. Carmean advised that Representative Harvey Kenton is providing \$50,000 toward the Southeast Front Street project though \$10,000 of that is being provided for the Can Do Playground project. This will also be paid from the property tax line item.

The city manager explained the legislative funds can only be used for street or sidewalk work which is why they handle such contributions in this manner.

Mr. Pikus moved to approve the \$10,000 Can Do Playground contribution be paid from the property tax line item, which will be reimbursed by community transportation funds, seconded by Mr. Gleysteen. Motion carried.

Mr. Rutt updated council stating the construction is completed. Only signage and landscaping are left. He reported the ribbon cutting will be held on December 4<sup>th</sup>. A formal dedication will be held this spring.

*FY 2013-2014 Budget Adjustment/City Hall Boiler Replacement and Funding*

This matter was addressed in the city manager report. He advised the \$15,000 will be paid from his discretionary account though this is the exact intent of the account.

Mr. Carmean asked council to make a motion to approve paying the bill from his discretionary account even though it is an operational issue and he has the right to make this decision.

Mr. Grier moved to approve \$14,775 be paid from the discretionary account to pay the costs of the city hall boiler replacement. Motion seconded by Mr. Grier and carried.

MONTHLY FINANCE REPORT

Finance Committee Chairman Pikus reported that through the third month of Fiscal Year 2013-2014 with 25% of the fiscal year having passed, 34% of revenues have been received and 23% of the operating budget expended.

Mr. Pikus referenced the Trash Fund Bank Balance adding it is decreasing each month as a result of the commercial trash deficit. The balance is currently at \$395,000.

The Real Estate Tax Account shows a payout of \$97,353; that is the result of several over bills that were reconciled.

Mr. Pikus moved to accept the finance report, seconded by Mr. Grier. Motion carried.

ADJOURN

With no further business, Mr. Grier moved to adjourn the meeting, seconded by Mr. Brooks. Motion carried. Mayor Rogers adjourned the meeting at 7:49 p.m.

Respectfully submitted,

Terri K. Hudson, MMC  
City Clerk/Recorder