

City of Milford



AGENDA

Council Meeting

March 24, 2014

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

Recognition

Introduction/Milford Police Recruits

Communications

Reminder/Community Prayer Breakfast/March 29, 2014

Unfinished Business

Adoption of Ordinance 2014-02/Abolishing Metering Department

New Business

Adoption/Resolution 2014-06/Board of Revision and Appeal for the 2014-2015 General Assessment

Utility Agreement/Lighthouse Christian Center

FY2013-2014 Budget Adjustment/Transfer of Funds/Sewer Reserves/Lighthouse Christian Center Project

Introduction of Ordinance 2014/False Alarm Code

Executive Session - Pursuant to 29 Del. C. §10004(b)(9) Personnel matters in which the names, competency and abilities of individual employees or students are discussed (Previous Employee Discussions & Correspondence)

FY2013-2014 Budget Adjustment/City Administration/

General Fund Reserves & General Fund Economic Development Fund (Wawa Account)*

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.

*City of Milford's
Annual Community Prayer Breakfast
Honoring Mayor Joseph "Ronnie" Rogers*



Milford Senior Center's Crystal Room

111 Park Avenue

Milford, Delaware 19963

\$15.00 per person

Saturday, March 29, 2014

7:30 a.m.

Guest Speaker is the Rev. Paul Isaacs

*Community Prayer Breakfast Scholarship
to benefit:*

Milford Senior Center

*For tickets and/or more information call
Milford Senior Center at (302) 422-3385 or
Milford City Hall at (302) 424-3712*

CITY OF MILFORD
Ordinance 2014-02

AN ORDINANCE ABOLISHING THE METER DEPARTMENT
OF THE CITY OF MILFORD, DELAWARE

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. Acting pursuant to Article IV Section 4.09 of the City of Milford Code, Action Requiring an Ordinance, the Meter Department of the City of Milford, is hereby abolished.

Section 2. All previous functions, obligation and duties of the City of Milford Meter Department are hereby transferred and conveyed to the City of Milford Water/Wastewater Departments and Electric Department, to be overseen by the Director of Public Works for the City of Milford.

Section 3. No contracts or liabilities in force shall be affected by such abolition, but the Public Works Department shall in all respects be the lawful successor of the department so abolished.

Section 4. Employees of the abolished departments are hereby transferred to the service of the Water/Wastewater Departments and Electric Department without impairment of their retirement, leave or seniority rights and benefits.

Section 5. Dates.

Introduction February 24, 2014

Adoption March 24, 2014

Effective April 3, 2014

City of Milford



RESOLUTION 2014-06

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

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

NOW, THEREFORE, BE IT RESOLVED, that on Monday, June 23, 2014 at 7:00 p.m., the City Council of the City of Milford will sit as a Board of Revision and Appeal for the 2014-2015 General Assessment.

Mayor Joseph Ronnie Rogers

Attest: _____
City Clerk

Adopted: March 24, 2014

LIGHTHOUSE CHRISTIAN CENTER
UTILITY AGREEMENT
CITY OF MILFORD, DELAWARE

This Agreement, hereinafter the **AGREEMENT**, dated this _____ day of _____, 2014, by and between **First United Pentecostal Church**, a Delaware Non Profit Church, hereinafter the "**OWNER**".

AND

The **City of Milford**, a municipal corporation of the State of Delaware, hereinafter the "**CITY**".

WHEREAS, the OWNER has an approximately 28 acre parcel located on Carpenter's Pit Road, now or formerly known as Lighthouse Christian Center, hereinafter the "**PROJECT**," which was subdivided and recorded in the Recorder of Deeds in Kent County on February 5, 2008, hereinafter the "**SUBDIVISION**";

WHEREAS, the OWNER, intends to develop the parcel in accordance with the project plans presently under review by the City, hereinafter "**THE PLANS**,"

WHEREAS, it is a requirement of the CITY's Ordinance that properties within the CITY are connected to the municipality's electrical, water and sewer systems;

WHEREAS, the OWNER, shall complete all improvements of the PROJECT as shown on THE PLANS.

NOW THEREFORE, in consideration of the requirements of the CITY and the services required by the OWNER, the parties hereto agree, under seal, as follows:

ARTICLE ONE

DEFINITIONS

- 1.1 **BENEFICIAL OCCUPANCY** means satisfactory completion and inspection of the storm water, sanitary sewer, water and electrical systems; a "Notice to Operate" from the Delaware Division of Public Health; base coat of hot mix to the roads in the SUBDIVISION; and as-built plans provided by the OWNERS engineer. The CITY will operate the utilities during BENEFICIAL OCCUPANCY at the expense of the OWNER.
- 1.2 **CITY** means "the City of Milford."
- 1.3 **CONDITIONAL ACCEPTANCE** means completion of the improvements required by the PLANS following an inspection by the CITY of such improvements and completion of any unresolved issues identified during the inspection by the OWNER. **CONDITIONAL ACCEPTANCE** begins the one (1) year warranty period.

- 1.4 CONTRACTOR means a licensed contractor, which is contracted, or to be contracted, by the OWNER to construct and complete the improvements required by the PLANS.
- 1.5 DEPARTMENT means the CITY Public Works Department or Designee authorized by the City to represent the CITY and the DEPARTMENT.
- 1.6 ENGINEER means the engineer, which is contracted, or to be contracted, by the OWNER to provide professional consultant services for the PROJECT.
- 1.7 FINAL ACCEPTANCE means the improvements required by the PLANS have been satisfactorily installed and inspected by the CITY and the OWNER has been released from any and all obligations associated with the PROJECT or that portion of the project.
- 1.8 PROJECT means the improvements to the ENTIRE SUBDIVISION or portion of the ENTIRE SUBDIVISION required by the PLANS and any and all accessories, equipment and other incidentals required to provide satisfactory and complete use of such project.
- 1.9 SPECIFICATIONS mean the CITY of Milford Standard Specifications for Installation of Utility Construction Projects and Subdivision Pavement Design, as revised.
- 1.10 WORKING DAY means any calendar day in which the CONTRACTOR performs construction operations.

ARTICLE TWO

SCOPE OF SERVICES

2.1 OWNER

2.1.A All design and construction work required for the satisfactory completion of the PROJECT shall be the responsibility of the OWNER, subject to the approval of the CITY and the DEPARTMENT.

2.1.B All design and construction shall be subject to the approval of all Federal, Regional, State, County, CITY, and other public governmental agencies, hereinafter the "AGENCIES", insofar as the interest of each is concerned. All design and construction shall be subject to the approval of the AGENCIES, insofar as the interest of each is concerned.

2.1.C Close cooperation between the AGENCIES and the OWNER is intended in order that the interest of the AGENCIES may best be served. The OWNER shall confer when and where requested by the CITY with the CITY and with representatives of the AGENCIES. The OWNER shall maintain a continuing and close liaison with the DEPARTMENT in order to resolve questions and obtain needed approvals from the AGENCIES so as to permit the work effort for the PROJECT to be uninterrupted.

2.1.C At all times, the OWNER will have the right to cause the ENGINEER or the OWNER'S agents to participate in the planning and meetings and determination of the course of construction of the work to be performed, as it affects the PROJECT.

2.1.D The OWNER shall provide administration of the construction contract documents.

2.1.E The OWNER shall be allowed to construct the project in phases provided the PROJECT phasing plan is approved by the CITY prior to start of construction and that all infrastructure necessary to support each phase is installed and completed to the satisfaction of the CITY prior to proceeding to the next Phase.

2.1.F The Owner acknowledges that the PROJECT PLANS have not been fully reviewed and approved by the CITY and as such he is only allowed to begin construction on the building and site work as of the date of this AGREEMENT. No utility work will be allowed to commence until such time as all items listed in this agreement are fulfilled and all review comments in the Utility Plan Review letter, prepared by Davis, Bowen & Friedel, Inc. and dated January 13, 2014, have been addressed to the CITY's satisfaction. The OWNER further acknowledges that by electing to begin construction without full PROJECT PLAN approval he is doing so at his own risk and that any necessary changes to completed work as a result of obtaining final approval of the PLANS will be at his cost.

2.2 CITY

2.2.A The CITY shall promptly review and approve all plans and submittals relating to the PROJECT. Any changes to the approved PLANS may result in a resubmission by the OWNER to the CITY for re-approval. Said changes must be submitted in writing with appropriate backup information by the OWNER to the CITY for determination of the process necessary to approve or disapprove such a change.

2.2.B The CITY shall promptly conduct construction inspection on improvements to the entire PROJECT within the public right-of-way and/or improvements to be dedicated to the CITY.

2.2.C The CITY shall promptly review and approve plans for building construction of the PROJECT and promptly conduct inspections thereof.

2.2.D The CITY shall set all water meters. OWNER will set meter pit and sewer cleanout frame and cover in and flush with the proposed sidewalk. Where no sidewalk is proposed meter and cleanout shall be set in a square concrete pad extending a minimum of 6 inches beyond the meter lid or cleanout cover in all directions.

2.3 PROJECT SCHEDULE

2.3.A The CONTRACTOR shall file with the DEPARTMENT two (2) copies of an acceptable bar chart showing the proposed progress toward completion of PROJECT work and thereafter, shall file with the DEPARTMENT one (1) copy of a monthly report as to the progress actually made.

2.3.B The CITY shall issue a notice to proceed where the construction time shall begin on the date specified in the notice to proceed and shall be computed in working days thereafter in accordance with the OWNER's contract with the CONTRACTOR. Working hours, days and holidays shall be as specified in the SPECIFICATIONS. Requests for working additional hours or days shall be made through the DEPARTMENT.

ARTICLE THREE

FEE STRUCTURE

3.1 The OWNER shall be subject to the following fees:

3.1.A The following fees shall be paid in accordance with the fee schedule of the CITY that is in effect at the time a notice to proceed is issued for each phase of the project:

3.1.A.1 Subdivision/Utility Agreement Fee in the amount of \$2,500.00.

3.1.A.2 Engineering Plan Review Fees: OWNER shall be responsible for any and all professional service costs associated with their project plus an additional 10% to cover CITY administration costs. These costs will be billed as encumbered.

3.1.A.3 Project Management and Infrastructure Inspection Fees: OWNER shall be responsible for any and all direct costs for construction phase services, plus an additional 10% to cover CITY administration costs related to construction of any infrastructure improvements including but not limited to storm water management, drainage, sanitary sewer and water systems, roads, curb, gutter, and sidewalks, and other systems that are to be dedicated to the CITY and/or impact the CITY's infrastructure.

3.1.B The following fees shall be paid in accordance with the fee schedule of the CITY that is in effect at the time a building permit is issued:

3.1.B.1 Water Meter Fee;

3.1.B.2 Water Connection Fee;

3.1.B.3 Water Impact Fee;

3.1.B.4 Fire Connection Fee;

3.1.B.5 Sewer Connection Fee;

3.1.B.6 Sewer Impact Fee (City);

3.1.B.7 Sewer Impact Fee (County);

3.2.B.8 Electric Connection Fee;

- 3.1.B.9 Electric Impact Fee;
 - 3.1.B.10 Building Permit Fee; and
 - 3.1.B.11 Certificate of Occupancy Fee.
- 3.2 The OWNER shall provide, prior to the Notice to Proceed for the utility work, a collateral bond or letter of credit in the amount of one hundred twenty-five percent (125%) of the construction contract costs for all items of work which are to be operated and maintained by the CITY upon project completion. The bond or letter of credit shall be made payable to the CITY and in a form acceptable to the CITY Solicitor. The construction contract cost shall be submitted by the OWNER to the CITY for review and approval based on the work associated with the approved PROJECT PLANS.
- 3.3 If this AGREEMENT is terminated prior to the completion of the scope of work, the payment made in accordance with Section 3.1 of this AGREEMENT, shall not be refunded.
- 3.4 If this AGREEMENT is terminated prior to the completion of the scope of work as detailed in Article II of this AGREEMENT, the bond or letter of credit provided in accordance with Section 3.2 of this AGREEMENT shall be forfeited to the CITY.

ARTICLE FOUR

BUILDING PERMITS / CERTIFICATES OF OCCUPANCY

- 4.1 A building permit shall be issued for the project upon approval of the building plans by the CITY Building Inspectors office. As previously stated, utility work shall not proceed until the PROJECT PLANS are approved by the CITY.
- 4.2 Street addresses for the lots within the PROJECT shall be obtained from the County 911 address system prior to the issuance of any building permits.
- 4.3 A Certificate of Occupancy shall not be issued until all approvals are obtained from the various inspection agencies for safe occupation of the building and for access to the site. Additionally, all water, sewer, storm drainage, streets and electric utilities must be complete, tested and accepted and the CITY must have beneficially occupied the water, sewer and electric utilities prior to issuance of a Certificates of Occupancy.

ARTICLE FIVE

OWNER'S RESPONSIBILITIES

- 5.1 The OWNER shall employ only Registered Architects licensed in the State of Delaware to perform any architectural work required for the scope of services specified in Article 2 of this AGREEMENT. All plans and specifications containing architectural work shall be stamped with the seal of a Registered Architect, registered in the State of Delaware.

- 5.2 The OWNER shall employ only Registered Professional Engineers licensed in the State of Delaware to perform any engineering work required for the scope of services specified in Article 2 of this AGREEMENT. All plans and specifications containing engineering work shall be stamped with the seal of a Professional Engineer registered in the State of Delaware.
- 5.3 The OWNER shall employ only Registered Professional Land Surveyors licensed in the State of Delaware to perform any survey work required for the scope of services stages specified in Article 2 of this AGREEMENT. All plans and specifications containing survey work shall be stamped with the seal of a Professional Land Surveyor registered in the State of Delaware.
- 5.4 The OWNER in the performance of its work for the PROJECT shall hold harmless, indemnify and defend the CITY from any claims or liability due to the negligence of the OWNER and the OWNER'S agents or employees.
- 5.5 The OWNER warrants that in the event errors or omissions are found in the final design documents after the construction contract has been awarded, and these errors or omissions result in increased cost, whether design, construction or otherwise, the OWNER shall be liable for all additional cost incurred as a result of such error or omission by the OWNER and the OWNER'S agents or employees; provided, however, this Section 6.5 shall not be construed to prohibit OWNER from recovering such costs from any person liable or found liable for such errors or omissions.
- 5.6 The OWNER warrants that he has not employed or retained any company or person, other than OWNER's agent or a bona fide employee working solely for it to solicit or secure this AGREEMENT, and that OWNER has not paid or agreed to pay any company or person, other than OWNER's agent or a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the making of this AGREEMENT. For breach or violation of this warranty the CITY shall have the right to terminate this AGREEMENT without liability, at its discretion and retain the fees paid pursuant to Section 4.2 and 4.3 of this AGREEMENT.
- 5.7 The CONTRACTOR shall protect itself from claims under the Workmen's Compensation Act by having insurance as required by law from an insurance company authorized to do business in the State of Delaware at the following minimums:
 - 5.7.1 Bodily injury liability insurance in an amount not less than \$250,000.00 for injuries including accidental death, to any one person, and subject to the same limits for each person, in an amount not less than \$500,000.00 for any one accident in an insurance company authorized to do business in the State of Delaware.
 - 5.7.2 Comprehensive property damage insurance for the PROJECT.
 - 5.7.3 Automobile bodily injury liability insurance in an amount not less than \$250,000.00 for injuries including death, to any one person, and, subject to the

same limits for each person, in an amount not less than \$500,000.00 on account of any one accident in an insurance company authorized to do business in the State of Delaware.

- 5.7.4 Automobile property damage liability insurance in an amount not less than \$100,000.00 for any one accident in an insurance company authorized to do business in the State of Delaware.
- 5.7.5 Certificate of Liability Insurance naming the CITY as an additional insured.
- 5.7.6 The procuring of all insurance as set forth in this Article or elsewhere in this Agreement shall be in addition to and not in any way in substitution for all the other protection provided under this AGREEMENT.
- 5.8 The CONTRACTOR shall secure, maintain and furnish the DEPARTMENT copies of its CITY and State of Delaware business licenses. The OWNER shall also furnish the DEPARTMENT with such copies of licenses and authorizations for its agents and subcontractors.
- 5.9 The OWNER shall comply with all Federal, Regional, State, County, City, and all other laws applicable to the work to be done under this AGREEMENT.
- 5.10 The OWNER shall notify the DEPARTMENT in writing if it is of the opinion that any work exceeds the scope of services specified in Article 2 of this AGREEMENT. The DEPARTMENT shall render the final decision after reviewing the OWNER'S written opinion.
- 5.11 The OWNER shall meet with the DEPARTMENT in the event that any matter cannot be resolved in a mutually satisfactory manner. All interested parties shall be present with the DEPARTMENT hearing all arguments and rendering a decision.
- 5.12 The OWNER shall provide all labor, all services, all materials and the like necessary to satisfactorily complete the scope of services contained in Article 2 of this AGREEMENT for the PROJECT.
- 5.13 The OWNER shall be responsible for all costs due to testing and inspection of materials and equipment to ascertain that all such materials and equipment are in accordance and in compliance with the SPECIFICATIONS.
- 5.14 The OWNER shall be liable for any damage to the PROJECT, including off-site and/or third party damages that are a result of activities related to the development of the PROJECT, until the PROJECT is completed and passed FINAL ACCEPTANCE.
- 5.15 The OWNER is required to maintain the PROJECT until CONDITIONAL ACCEPTANCE. Maintenance includes but is not limited to: snow removal, debris removal, patching roads, street signage repairs, etc.

- 5.16 All tracings, plans, maps, descriptions, specifications, records and documents made by the ENGINEER shall be delivered to the DEPARTMENT and become the property of the CITY after BENEFICIAL OCCUPANCY of the PROJECT by the DEPARTMENT.
- 5.17 The OWNER shall confer with the DEPARTMENT during the PROJECT as to the interpretation of the PLANS and for the correction of errors and omissions and shall prepare any necessary design plans therefore.
- 5.18 The ENGINEER shall make all revisions, modifications, additions, and changes in the PLANS, as lawfully required by the DEPARTMENT.
- 5.19 Any required easements are to be in effect at time of recordation of the PLANS.
- 5.20 Prior to BENEFICIAL OCCUPANCY, the CITY shall be paid all additional costs incurred as calculated in Article 4 of this AGREEMENT.
- 5.21 Prior to BENEFICIAL OCCUPANCY, the ENGINEER shall provide two sets of prints and a CD in AutoCAD 2006 Format to the DEPARTMENT depicting the "as-built" conditions of the satisfactorily completed PROJECT. The information for the preparation of such prints shall be based on the information furnished by the CONTRACTOR from its own participation and control of the PROJECT as specified in the scope of services in Article 2 of this AGREEMENT. All prints shall bear the ENGINEER'S seal and signature.
- 5.22 Prior to FINAL ACCEPTANCE, the OWNER shall obtain from the CONTRACTOR, its subcontractors, and other persons and organizations executing portions of the work for the PROJECT a standard release of liens from all applicable parties, excepting the DEPARTMENT, stating that the PROJECT has been satisfactorily completed within the terms and conditions of its contract and is free and clear of any and all liens, claims, security interests and/or encumbrance and provide a copy to the DEPARTMENT.
- 5.23 The OWNER shall prepare change orders as required.

ARTICLE SIX

CITY'S RESPONSIBILITIES

- 6.1 With the construction contracts being awarded by the OWNER, the ENGINEER, as the representative of the OWNER shall advise and consult with the DEPARTMENT. The DEPARTMENT shall have authority to act on behalf of the CITY to the extent provided in the SPECIFICATIONS unless otherwise modified in writing by the CITY. The DEPARTMENT shall schedule, administer and coordinate a pre-construction meeting of all applicable parties prior to the issuance of a written notice to proceed to the OWNER to begin the construction work.
- 6.2 The DEPARTMENT shall make periodic visits at least once each calendar week and more often if required to the construction site of the PROJECT to determine in general if

the work being executed by the contractors is proceeding in sequence and accordance with the SPECIFICATIONS. The DEPARTMENT shall determine the quality of the executed work by the CONTRACTOR during its periodic visits. The DEPARTMENT shall endeavor to guard the CITY against defects and deficiencies in the work executed by the OWNER'S contractors. The DEPARTMENT shall disapprove or reject any work executed by the CONTRACTOR that fails to conform to the SPECIFICATIONS.

- 6.3 The DEPARTMENT shall review and approve or disapprove all shop drawings, samples, the results of tests and inspections and other data which any contractor is required to submit for conformance with the design concept of the PROJECT and compliance with the SPECIFICATIONS. The DEPARTMENT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, which are to be assembled by the OWNER'S contractors in accordance with the submittal requirements of the DEPARTMENT.
- 6.4 The DEPARTMENT shall receive three (3) copies of the herein before stated information given by the CONTRACTOR for the records and the use of the CITY.
- 6.5 The DEPARTMENT shall have the authority to reject all work executed by the CONTRACTOR which does not conform to the SPECIFICATIONS. Whenever in its reasonable opinion the DEPARTMENT considers it necessary or advisable to insure the proper implementation of the intent of the SPECIFICATIONS, the DEPARTMENT shall have the authority to require special inspection or testing of all work executed by the OWNER'S contractors in accordance with the SPECIFICATIONS whether or not such work be then fabricated, installed and/or completed.
- 6.6 PROCEDURES FOR PROJECT CLOSEOUT

6.6.A BENEFICIAL OCCUPANCY

- 6.6.A.1 Prior to the completion of each phase of the PROJECT, a BENEFICIAL OCCUPANCY inspection will be performed by the CITY. The CONTRACTOR and the DEPARTMENT will determine when the PROJECT is ready for an inspection in accordance with the terms discussed during the preconstruction meeting.
- 6.6.A.2 The DEPARTMENT, after receipt of "Notice to Operate" from the State of Delaware Department of Health, will schedule the BENEFICIAL OCCUPANCY inspection and notify the OWNER, the ENGINEER and the CONTRACTOR.
- 6.6.A.3 If construction is found satisfactory at the inspection, and upon receipt of the "Notice to Operate" from the Delaware Division of Public Health, the DEPARTMENT will grant BENEFICIAL OCCUPANCY thus, enabling the OWNER to allow connections to the sanitary sewer and water system(s) by the OWNER.

- 6.6.A.4 No sewer or water connections will be permitted until after BENEFICIAL OCCUPANCY by the CITY.
- 6.6.A.5 The CITY shall not be responsible for maintenance of streets including snow removal until such time as CONDITIONAL ACCEPTANCE is established.

6.6.B CONDITIONAL ACCEPTANCE

- 6.6.B.1 The OWNER and the DEPARTMENT will determine when the PROJECT is ready for the CONDITIONAL ACCEPTANCE inspection in accordance with the terms discussed during the preconstruction meeting.
- 6.6.B.2 All roadway pavement will be in place and all concrete installation and grading around the sewer clean outs, water meter pits and electrical transformers shall be completed prior to the CONDITIONAL ACCEPTANCE inspection.
- 6.6.B.3 The DEPARTMENT will schedule the CONDITIONAL ACCEPTANCE inspection and notify the OWNER and the CONTRACTOR.
- 6.6.B.4 If all construction is found satisfactory at the inspection, the DEPARTMENT will recommend CONDITIONAL ACCEPTANCE of the PROJECT to the CITY Council.

6.6.C FINAL INSPECTION

- 6.6.C.1 Prior to the end of the one-year guarantee period, a FINAL ACCEPTANCE inspection may be scheduled by the DEPARTMENT.
- 6.6.C.2 If all construction is satisfactory, then FINAL ACCEPTANCE has been achieved.
- 6.6.C.3 If corrections are needed, a punch list will be compiled by the DEPARTMENT and sent to the OWNER and the CONTRACTOR.
- 6.6.C.4 Upon completion of the corrections, the DEPARTMENT will verify the acceptance of the corrections. If all corrections are found to be satisfactory, then FINAL ACCEPTANCE will have been achieved and the CITY will release the balance of the maintenance bond upon FINAL ACCEPTANCE.

ARTICLE SEVEN

INDEPENDENT CONTRACTOR

- 7.1 The CONTRACTOR shall be responsible for its own acts and those of its subordinates, employees and subcontractors during the term of this AGREEMENT. OWNER shall indemnify, hold harmless and defend the CITY, its members, officers, agents and employees of, from and against all claims, suits, judgments, expense, actions, damages, and cost of every name and description, arising out of and or resulting from negligence of the CONTRACTOR under this AGREEMENT; provided, however, such indemnification shall not affect the right of OWNER to reimbursement from the CONTRACTOR.

ARTICLE EIGHT

ELECTRIC INSTALLATION

- 8.1 The OWNER will be responsible to pay for all, or a portion of, electric distribution upgrades or primary line extensions that are required to service the PROJECT, at the sole discretion of the CITY. The CITY shall design and install the Primary Electric Infrastructure inside the PROJECT, at current cost plus 10% handling, to be paid by OWNER. Any changes to the SUBDIVISION which result in the redesign of the electrical system shall also be paid for by the OWNER.
- 8.2 The OWNER will install all meter pans, disconnects, and secondary electric services (excluding city-owned street lights) at the locations determined by the CITY.
- 8.3 The OWNER will install all conduits per CITY specifications for road crossings, including under blacktop and anywhere soil completion is necessary.
- 8.4 OWNER shall be responsible for any damaged equipment or material until final acceptance.
- 8.5 If applicable the OWNER shall be responsible for identification of lots by lot numbers within a minimum of 10 working days of the installation of the electric infrastructure, with a sign clearly legible from the roadway.
- 8.6 OWNER shall be responsible for establishing site grades to within six (6) inches of proposed elevation prior to the electrical service being installed, Should changes to electrical service be required based on the proposed grade not being properly established all cost associated with said changes shall be the responsibility of the OWNER.
- 8.7 The CITY reserves the right to obtain easements as necessary to provide electric service. These easements shall be incorporated into a final record plan at no cost to the CITY.

- 8.8 The CITY also reserves the right to periodically adjust any and all costs, detailed herein, due to escalating material and labor costs.

ARTICLE NINE

AMENDMENT OF AGREEMENT

- 9.1 This AGREEMENT may only be amended or modified by a written agreement of the parties.

ARTICLE TEN

SUCCESSORS AND ASSIGNMENTS

- 10.1 This AGREEMENT is binding on the parties and their successors and assigns. Without limiting the preceding sentence, this AGREEMENT is also for the benefit of SIOBAIN and its successors and assigns; provided, however, the parties acknowledge and agree that SIOBAIN shall have no obligations or liabilities under this AGREEMENT. To the extent permitted by law, this AGREEMENT shall be a covenant running with the land.
- 10.2 All escrow accounts are automatically transferable to the OWNER'S successors and assigns in accordance with Delaware law.

ARTICLE ELEVEN

TERMINATION

- 11.1 If, for any reason or cause, conditions are encountered by the OWNER or the CITY, which require termination of this AGREEMENT and/or any modification hereof, the parties shall work in good faith to resolve such issues or amicably terminate this AGREEMENT.
- 11.2 In the event of termination of this AGREEMENT, the OWNER and the CITY shall take all reasonable steps to minimize the further incurrence of fees under this AGREEMENT.

ARTICLE TWELVE

INCORPORATED DOCUMENTS

- 12.1 This AGREEMENT incorporates by reference as fully set forth herein the following documents. All other terms and conditions of these referenced documents shall remain the same and unchanged.
- 12.1.1 "City of Milford Standard Specifications for Installation of Utility Construction Projects and Subdivision Pavement Design", as revised.
- 12.1.2 Site Plan Review procedures as stated in Article X of the Code of the City of Milford §230-50 to 230-52.1.

12.1.3 Additional Conditions of Final Site/Record Plan Approval

ARTICLE THIRTEEN

GOVERNING LAW

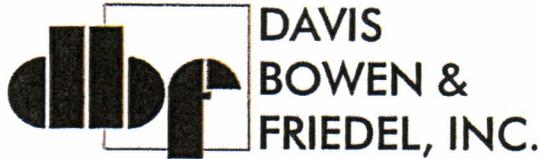
13.1 This AGREEMENT shall be governed by the laws of the State of Delaware.

[Signatures appear on the next page]

Lighthouse Christian Center Project

DBF Invoice Totals	\$10,172.75
Estimated Additional Review Costs	\$2,527.25
RECOMMENDED TRANSFER AMOUNT	\$12,700.00

Invoice



ARCHITECTS * ENGINEERS * SURVEYORS
REMIT TO: P.O. Box 93 Salisbury MD 21803
Tel: 410.543.9091 Fax: 410.543.7937

CITY OF MILFORD - PLANNING
DEPARTMENT
ACCOUNTS PAYABLE
10 SE SECOND ST
MILFORD, DE 19963

December 04, 2013
Invoice No: 105810

Project 0052B010.001 LIGHTHOUSE CHRISTIAN CENTER - ON-CALL PLAN REVIEW SERVICES

Billing Message:
\$1,012.50 PLAN REVIEW & COMMENTS
\$877.50 PUMP STATION EVALUATION

For Professional Services Rendered from September 28, 2013 to November 01, 2013
Professional Personnel

	Hours	Rate	Amount	
SENIOR ENGINEER	14.00	135.00	1,890.00	
Totals	14.00		1,890.00	
Total Labor				1,890.00
		Current Invoice Total		\$1,890.00

**Please disregard outstanding invoices listed above that were paid prior to the distribution of this invoice.
**Please reference invoice number(s) when remitting payment.

Invoice



DAVIS
BOWEN &
FRIEDEL, INC.

ARCHITECTS * ENGINEERS * SURVEYORS
REMIT TO: P.O. Box 93 Salisbury MD 21803
Tel: 410.543.9091 Fax: 410.543.7937

CITY OF MILFORD - PLANNING
DEPARTMENT
ACCOUNTS PAYABLE
10 SE SECOND ST
MILFORD, DE 19963

January 21, 2014
Invoice No: 106479

Project 0052B010.001 LIGHTHOUSE CHRISTIAN CENTER - ON-CALL PLAN REVIEW SERVICES

Billing Message:
\$1,847.50 PLAN REVIEW & COORDINATION WITH THE CITY.
\$632.50 PUMP STATION EVALUATION & COORDINATION.

For Professional Services Rendered from November 02, 2013 to January 03, 2014
Professional Personnel

	Hours	Rate	Amount	
SENIOR ENGINEER	17.00	135.00	2,295.00	
CAD 1	2.00	80.00	160.00	
CLERICAL	.50	50.00	25.00	
Totals	19.50		2,480.00	
Total Labor				2,480.00
		Current Invoice Total		\$2,480.00

**Please disregard outstanding invoices listed above that were paid prior to the distribution of this invoice.
**Please reference invoice number(s) when remitting payment.

Invoice



DAVIS
BOWEN &
FRIEDEL, INC.

ARCHITECTS * ENGINEERS * SURVEYORS
REMIT TO: P.O. Box 93 Salisbury MD 21803
Tel: 410.543.9091 Fax: 410.543.7937

CITY OF MILFORD - PLANNING
DEPARTMENT
ACCOUNTS PAYABLE
10 SE SECOND ST
MILFORD, DE 19963

February 28, 2014
Invoice No: 107071

Project 0052B010.001 LIGHTHOUSE CHRISTIAN CENTER - ON-CALL PLAN REVIEW SERVICES

BILLING MESSAGE:
\$1,350.00 SECOND SUBMISSION PLAN REVIEW & MEETINGS WITH CITY & DEVELOPER
\$337.50 PREPARE DRAFT UTILITY AGREEMENT
\$2,900.25 PUMP STATION EVALUATION, COORDINATION & COST ESTIMATING

For Professional Services Rendered from January 04, 2014 to January 31, 2014

Professional Personnel

	Hours	Rate	Amount
SENIOR ENGINEER	19.00	135.00	2,565.00
ENGINEER	11.00	105.00	1,155.00
GIS SPECIALIST	1.00	95.00	95.00
ASSOCIATE SURVEYOR	1.75	105.00	183.75
3 PERSON SURVEY CREW	3.50	165.00	577.50
SURVEY WORKER-2 & 3 PERSON	7.00		0.00
Totals	43.25		4,576.25
Total Labor			4,576.25

Unit Billing

MILEAGE	23.0 MILES @ 0.50	11.50	
Total Units		11.50	11.50

Current Invoice Total \$4,587.75

**Please disregard outstanding invoices listed above that were paid prior to the distribution of this invoice.
**Please reference invoice number(s) when remitting payment.

Invoice



DAVIS
BOWEN &
FRIEDEL, INC.

ARCHITECTS * ENGINEERS * SURVEYORS
REMIT TO: P.O. Box 93 Salisbury MD 21803
Tel: 410.543.9091 Fax: 410.543.7937

CITY OF MILFORD - PLANNING
DEPARTMENT
ACCOUNTS PAYABLE
10 SE SECOND ST
MILFORD, DE 19963

March 20, 2014
Invoice No: 107307

Project 0052B010.001 LIGHTHOUSE CHRISTIAN CENTER - ON-CALL PLAN REVIEW SERVICES

Billing Message:
\$810.00 PUMP STATION EVALUATION, COORDINATION & COST ESTIMATING
\$405.00 THIRD SUBMISSION PLAN REVIEW & MEETINGS WITH CITY & DEVELOPER

For Professional Services Rendered from February 01, 2014 to March 14, 2014

Professional Personnel

	Hours	Rate	Amount
SENIOR ENGINEER	6.00	135.00	810.00
ENGINEER	2.50	105.00	262.50
GIS SPECIALIST	1.50	95.00	142.50
Totals	10.00		1,215.00
Total Labor			1,215.00
		Current Invoice Total	\$1,215.00

**Please disregard outstanding invoices listed above that were paid prior to the distribution of this invoice.
**Please reference invoice number(s) when remitting payment.

Milford, Delaware, Code of Ordinances >> PART II - GENERAL LEGISLATION >> **Chapter 75 - ALARMS**
>> **ARTICLE I False Alarms** >>

ARTICLE I False Alarms

[Adopted 6-11-2001 by Ord. No. 5-2001¹]

§ 75-1. Definitions.

§ 75-2. Excessive false alarms prohibited.

§ 75-3. Alarm maintenance.

§ 75-4. Fines and penalties.

§ 75-1. Definitions.

For the purpose of this article, the following definitions shall be applicable unless the context clearly indicates to the contrary:

ALARM SYSTEM — Includes any mechanical or electrical device used for the detection of burglar, robbery, fire or other hazard within a building, structure or facility or for alerting others to the commission of an unlawful act or hazard, or either or both, within a building, structure or facility, including all necessary equipment designed and installed for the detection of burglar, robbery, fire or other hazard in a single building, structure or facility or for alerting others of the commission of an unlawful act within a building, structure of facility.

ALARM USER — Includes any person, firm, partnership, corporation or other entity or any agent, officer or employee thereof on whose premises an alarm system is maintained within the City.

CALENDAR YEAR — January 1, 2003, through December 31, 2003, for the first year and shall be January 1 through December 31 for each subsequent year.

[Added 1-13-2003 by Ord. No. 2002-11]

FALSE ALARM — The activation of an alarm system through negligence of the alarm user causing the police, fire company or other emergency personnel to respond. Negligence does not include, for example, alarms caused by hurricanes, tornadoes, earthquakes, mechanical failures, malfunctions, or improper installations. However, during the course of the calendar year, an alarm user that has had mechanical failures, malfunctions, or improper installations causing three false alarms, beginning with the fourth alarm, such mechanical failure, malfunction or improper installation within the calendar year, that occurrence, and each occurrence to follow, shall constitute negligence.

[Amended 1-13-2003 by Ord. No. 2002-11]

§ 75-2. Excessive false alarms prohibited.

Alarm users shall not cause more than three alarm signals within a calendar year that elicit notification to the Milford Police Department and/or the Carlisle Volunteer Fire Company where it is discovered that a situation requiring a response by the notified department does not exist, and that is further defined as a false alarm.

§ 75-3. Alarm maintenance.

Every alarm user shall maintain its alarm system in such a manner as to minimize the number of incidents of false alarms to the Milford Police Department and/or the Carlisle Volunteer Fire Company.

§ 75-4. Fines and penalties.

[Amended 1-13-2003 by Ord. No. 2002-11]

- A. Any person violating any provision of this article, and upon conviction thereof, shall be subject to a fine as set forth below for false alarms responded to by the Milford Police Department and/or the Carlisle Volunteer Fire Company within a calendar year.

Number of False Alarms	Fine Per False Alarm
4 to 5	\$50.00
6 to 9	\$100.00
10 to 15	\$200.00
16 and over	\$250.00

- B. Payment of fines shall be to the City of Milford and forwarded to the Milford Police Department within 30 days of the violation.

FOOTNOTE(S):

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Editor's Note: This ordinance also repealed former Art. I, False Fire Alarms, adopted 2-10-1986. ([Back](#))

PUBLIC NOTICE
Ordinance 2014-06/Chapter 75-Alarms

NOTICE IS HEREBY GIVEN, Ordinance 2014-06 is currently under review by Milford City Council:

Section 1. That Article I, Chapter 75 of the City of Milford Code is hereby amended.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 2. That Section 75-1, Definitions, of the above-entitled ordinance be amended to read as follows:

§ 75-1. Definitions.

For the purpose of this article, the following definitions shall be applicable unless the context clearly indicates to the contrary:

~~CALENDAR YEAR — January 1, 2003, through December 31, 2003, for the first year and shall be January 1 through December 31 for each subsequent year.~~ ***The period beginning January 1 and terminating on December 31, both dates inclusive.***

~~FALSE ALARM — The activation of an alarm system through negligence of the alarm user~~ ***“without cause” that forces*** causing the police, fire company or other emergency personnel to respond. ~~Negligence~~ ***“Without cause”*** does not include, for example, alarms caused by hurricanes, tornadoes, earthquakes, mechanical failures, malfunctions, or improper installations. However, during the course of the calendar year, an alarm user that has had mechanical failures, malfunctions, or improper installations causing three false alarms, ***will not be assessed a civil penalty.*** Beginning with the fourth false alarm, any false alarm, including those caused by ~~such~~ mechanical failure, malfunction or improper installation, ~~within the calendar year, that occurrence, and each occurrence to follow, shall constitute negligence.~~ ***shall be assessed a civil penalty according to the schedule identified in §75-4(A).***

Section 3. That Section 75-4, Violations and Civil Penalties, of the above-entitled ordinance be amended to read as follows:

§75-4. Violations and Civil Penalties.

A. A. Any ~~person~~ ***alarm user*** violating any provision of this article, ~~and upon conviction thereof,~~ shall be subject to a ~~fine~~ ***civil penalty*** as set forth below for false alarms responded to by the Milford Police Department and/or the Carlisle Volunteer Fire Company within a calendar year.

Number of False Alarms	Fine <i>Civil Penalty</i> Per False Alarm
4 to 5	\$50.00
6 to 9	\$100.00
10 to 15	\$200.00
16 and over	\$250.00

B. Payment of fines shall be to the City of Milford and forwarded to the Milford Police Department within 30 days of the violation.

Section 4. That Chapter 75 of the City of Milford Code be amended by adding thereto a new Section 75-5 to read as follows:

§75-5. Notice of Violation.

A notice of violation shall be sent by Milford Police Department to the alarm user for each false alarm. The notice shall contain the number of false alarm violations by that alarm user for the calendar year and the corresponding civil penalty being assessed, if any. The notice of violation may be issued by mailing such notice to the alarm user at the address where the alarm system is located or registered.

Section 5. That Chapter 75 of the City of Milford Code be amended by adding thereto a new Section 75-6 to read as follows:

§75-6. Payment.

All payments for civil penalties received under this article shall be delivered to the Milford Police Department within thirty (30) days after receipt.

Section 6. That Chapter 75 of the City of Milford Code be amended by adding thereto a new Section 75-7 to read as follows:

§75-7. Procedure to Contest a Violation.

An alarm user who wishes to contest the validity of the false alarm violation under this article may contest the violation by appealing the decision to the Justice of the Peace Court, which shall have exclusive jurisdiction to hear the appeal.

Section 7. That Chapter 75 of the City of Milford Code be amended by adding thereto a new Section 75-8 to read as follows:

§75-8. Failure to Pay Civil Penalty or Successfully Contest the Violation.

If the alarm user fails to pay the civil penalty within thirty (30) days from the time the notice of violation was mailed, Milford Police Department may enforce the civil penalty by any

means available in law or equity, including but not limited to civil action in the Justice of the Peace Court, including seeking judgment and execution on a judgment against the alarm user.

Section 8. That Chapter 75 of the City of Milford Code be amended by adding thereto a new Section 75-9 to read as follows:

§75-9 Alarm System Registration.

A. An alarm user shall not operate, or cause to be operated, an alarm system without first registering the alarm system. A separate alarm system registration is required for each alarm system site.

B. The alarm system registration application form must be submitted to the Milford Police Department within thirty (30) days after the alarm system at a particular site has been activated or within thirty (30) days after a transfer in possession of the alarm system. Failure to submit a timely application will result in a non-registered alarm system. Use of a non-registered alarm system shall consider the first false alarm in a calendar year to be the fourth violation, with the civil penalty being assessed accordingly.

C. Each alarm system application must include the following information:

(1) The name, complete address (including apartment/suite number) and telephone numbers of the person who will be the registration holder and responsible for the proper maintenance and operation of the alarm system;

(2) The name and complete address of the alarm system site, the classification of the alarm system site as either residential (includes apartment, condominium, mobile home, etc.) or commercial, and the name, address and telephone number of the person responsible for that alarm system site;

(3) For each alarm system located at the alarm system site, the classification of the alarm system (i.e. burglary, holdup, duress, panic alarms, etc.) and for each classification whether such alarm is audible or silent;

(4) The mailing address, if different from the address of the alarm system site;

(5) Any dangerous or special conditions present at the alarm system site;

(6) The names and addresses of at least two (2) individuals who are able to, and have agreed to:

a. Receive notification of an alarm system activation at any time and who can respond to the alarm system site and, upon request, gain access to the alarm system site and deactivate the alarm system if necessary; or,

b. Receive notification of an alarm system activation at any time and who has access to the alarm system user for purposes of deactivating the alarm system, if necessary.

(7) Type of business conducted at a commercial alarm system site;

(8) Signed certification from the alarm system user stating the following:

a. The date of installation, conversion or transfer of the alarm system, whichever is applicable;

- b. The name, address and telephone number of the alarm system inspection company or companies performing the alarm system installation; conversion or takeover of the alarm system installation company responsible for providing repair service to the alarm system;*
 - c. The name, address and telephone number of the monitoring company if different from the alarm system installation company;*
 - d. That a set of written operating instructions for the alarm system, including written guidelines on how to avoid false alarms, has been left with the applicant by the alarm system installation company; and,*
 - e. That the alarm installation company has trained the applicant in proper use of the alarm system, including instructions on how to avoid false alarms.*
- (9) Acknowledgment that any delay in law-enforcement authority response time may be influenced by factors including, but not limited to priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels, etc.*
- (10) Any false statement made by an applicant for the purpose of obtaining an alarm system registration shall be sufficient cause for refusal to issue a registration.*
- (11) An alarm system registration shall not be transferable to another person or alarm system site. An alarm system user shall inform the alarm system administrator of any change that alters any of the information listed on the alarm system registration application within thirty (30) days of such change.*

Section 9. Dates.

Introduction March 24, 2014

(Projected) Adoption Date April 14, 2014

(Projected) Effective Date April 24, 2014

A complete copy of the Code of the City of Milford is available by request through the City Clerk's Office or by accessing the website cityofmilford.com.

By: Terri K. Hudson, MMC

§75-7. Procedure to Contest a Violation. (Option 2)

- A. An alarm user receiving a notice of violation pursuant to this article may request a hearing to contest the violation by notifying, in writing, the Milford Police Department within fifteen (15) days of the date of the mailing of the notice. Upon receipt of a timely request for a hearing, a hearing shall be scheduled and the alarm user shall be notified of the hearing by first-class mail. The administrative hearing will be performed by the City of Milford Police Committee. The hearing will be informal.

- B. Appeal of Administrative Hearing.
An alarm user may elect to appeal an administrative decision to the Justice of the Peace Court, which shall have exclusive jurisdiction to hear the appeal. An appeal to the Justice of the Peace Court shall be the final right of appeal.

- C. Failure to Pay Civil Penalty or Successfully Contest the Violation:
If the alarm user fails to pay the civil penalty and/or to successfully appeal the civil penalty under the terms of this article, Milford Police Department may enforce the civil penalty by civil action in the Justice of the Peace Court, including seeking judgment and execution on a judgment against the alarm user.