

City of Milford



AGENDA

Council Meeting

September 22, 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 Bryan Shupe

Invocation

Pledge of Allegiance

Recognition

Communications

Unfinished Business

Ratification/Comcast Cable Television Franchise Agreement

New Business

Bid Award/Dump Truck/Street Department

DBF Proposal/Test Well Services/Seabury Water Treatment Facility*

FY 2014-2015 Budget Adjustment/Former PNC Bank/Billing Office Renovations/Reisinger Contract*

FY 2014-2015 Budget Adjustment/Employment Ad/Economic Development Fund Transfer (P&Z Budget)

Adjourn

WORKSHOP

Call to Order - Mayor Bryan Shupe

USDA \$2 Million Loan/Referendum Issue/Water Projects

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 .**

CABLE FRANCHISE AGREEMENT
BETWEEN
CITY OF MILFORD, DELAWARE
AND
COMCAST OF DELMARVA, LLC

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FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Milford, Delaware (hereinafter, "City" or "Franchising Authority") and Comcast of Delmarva, LLC (hereinafter, "Franchisee").

The City having determined that the financial, legal, and technical ability of the Franchisee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Franchisee for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 - 631 (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words used to refer to the masculine include the feminine, and words in the plural number include the singular number. The word "shall" is mandatory and "may" is permissive. Words not defined in the Cable Act or herein shall be given their common and ordinary meaning.

1.1. "Cable Service" or "Service" shall mean the one-way transmission to Subscribers of Video Programming or other Programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

1.2. "Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, and as further defined under Section 602 (7) of the Cable Act.

1.3. "City" shall mean Comcast of Delmarva, LLC.

1.4. "Customer" or "Subscriber" shall mean a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Franchisee's express permission.

1.5. "Effective Date" shall mean _____ 2014.

1.6. "FCC" shall mean the Federal Communications Commission, or successor governmental entity thereto.

1.7. "Franchise" shall mean the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.8. "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

1.9. "Franchise Area" shall mean the present legal boundaries of the City of Milford, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means during the term of the Franchise, as per the requirements set forth in Section 13.12 of this Agreement.

1.10. "Franchising Authority" shall mean the City of Milford or the lawful successor, transferee, designee, or assignee thereof.

1.11. "Franchisee" shall mean Comcast of Delmarva, LLC.

1.12. "Gross Revenue" shall mean revenue derived by the Franchisee from the operation of the Cable System in the Franchise Area to provide Cable Service, calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenue includes monthly basic cable, premium and pay-per-view video fees, installation fees and subscriber equipment rental fees. Gross Revenue shall not include program launch support payments, revenue from advertising and home shopping, refundable deposits, late fees, investment income, nor any taxes, franchise fees, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected.

1.13. "Person" shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

1.14. "Public Buildings" shall mean those buildings owned or leased by the Franchising Authority for municipal government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

1.15. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, park or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

1.16. "Standard Installation" shall mean the standard one hundred twenty-five foot (125') aerial Drop connection to the existing distribution system.

1.17. "Video Programming" or "Programming" shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.18. "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple Video Programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multi-channel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 2 - Grant of Authority

2.1. Franchise Grant. The Franchising Authority hereby grants to the Franchisee a non-exclusive Franchise authorizing the Franchisee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be fifteen (15) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act. This Franchise shall be automatically extended for three (3) additional terms of five (5) years each unless either party notifies the other in writing of its desire to enter renewal negotiations under the Cable Act at least one (1) year before the expiration date of the then-current Franchise Agreement, whether it be the initial term or a subsequent extended term.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act [47 U.S.C. §546], as amended.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Permits and General Obligations. The Franchisee shall be responsible for obtaining all generally applicable permits, licenses, or other forms of approval or authorization prior to the commencement of any activity that disturbs the surface of any street, curb, sidewalk or other public improvement in the Public Way, or impedes vehicular traffic. The issuance of such permits shall not be unreasonably withheld or delayed. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. Notwithstanding the requirements herein, Franchisee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System. All transmission and distribution structures, poles, other lines, and equipment installed by the Franchisee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Franchisee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than thirty (30) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing,

the Franchising Authority shall notify Franchisee of such funding and make available such funds to the Franchisee.

3.2.2. Relocation at Request of Third Party. The Franchisee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Franchisee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Franchisee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Franchisee disturbs, alters, or damages any Public Way, the Franchisee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements. The Franchisee shall undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Franchisee shall have the authority to trim trees or other natural vegetative growth encroaching or overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Franchisee's wires, cables, or other equipment. All such trimming shall be done at the Franchisee's sole cost and expense. The Franchisee shall be responsible for any collateral, real property damage caused by such trimming.

3.2.6. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Franchisee shall place its Cable System transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or

underground. Nothing in this Agreement shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Franchisee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Franchisee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Franchisee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. In the event that public and/or private funds are not available, Franchisee reserves the right to pass its costs through to its Subscribers in accordance with applicable law.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Franchisee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) occupied dwelling units per mile with aerial cable or sixty (60) residential occupied dwelling units per mile in areas with underground cable and is within one (1) mile as measured in strand footage from the nearest point on the Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall be counted as a "dwelling unit" if, and only if, such home is within two hundred seventy-five (275) feet of the public right of way. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred and twenty-five (125) feet of the Franchisee's distribution cable at the standard installation rate. Should, through new construction, an area within the Franchise Area meet the density requirements, Franchisee shall provide Cable Service to such area within one year after it confirms that the density requirements have been met following notice from the Franchising Authority that one or more residents has requested service.

The Franchisee may elect to extend service to areas that do not otherwise qualify to receive service under this section if any resident or group of residents agree in writing to pay to Franchisee the cost of construction, including materials, labor, and the total cost of any easement(s) necessary to accomplish the proposed line extension. One half of the cost of construction shall be paid to the Franchisee prior to engineering and the balance shall be paid prior to installation.

4.2. Programming. The Franchisee shall offer to all Customers a diversity of Video Programming services in accordance with federal law.

4.3. No Unfair Discrimination. Neither the Franchisee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area; provided, however, Franchisee reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Franchisee's employees or agents. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Franchisee are satisfied. Nothing contained herein shall prohibit the Franchisee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.4. New Developments. The Franchising Authority shall provide the Franchisee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give the Franchisee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches.

4.5. Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee.

SECTION 5 - Fees and Charges to Customers

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Franchisee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection

6.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's

rules and regulations, as amended. The Franchisee shall comply in all respects with the customer service requirements established by the FCC.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (i) is not misleading and (ii) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Franchisee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622 (c) of the Cable Act [47 U.S.C. §542 (c)].

6.3. Privacy Protection. The Franchisee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7 - Oversight and Regulation by Franchising Authority

7.1. Franchise Fees. The Franchisee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Franchisee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each first, second and third calendar quarter (i.e., May 15, August 15, November 15) and sixty (60) days after the close of the calendar year (last day of February). Each franchise fee payment shall be accompanied by a report prepared by a representative of the Franchisee showing the basis for the computation of the Franchise Fees paid during that period.

7.2. Franchise Fees Subject to Audit.

7.2.1 Upon notice pursuant to Section 13.2 herein, during Normal Business Hours at Franchisee's principal business office, the Franchising Authority shall have the right to inspect the Franchisee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Franchisee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Franchisee shall have thirty (30) days from the receipt of the report to provide the

Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Franchisee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

7.2.3. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Franchisee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Franchisee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Franchisee's books and records.

7.3. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to, at its sole cost and expense and upon reasonable prior written notice and in the presence of Franchisee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement.

7.4. Technical Standards. The Franchisee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76.601 et seq. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Franchisee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records. Throughout the term of this Franchise Agreement, the Franchisee agrees that the Franchising Authority may review the Franchisee's books and records regarding customer service performance levels in the Franchise Area to monitor Franchisee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Franchisee pursuant to the provisions of Section 13.2 herein, at the Franchisee's business office, during Normal Business Hours, and without unreasonably interfering with Franchisee's business operations. All such documents that may be the subject

of an inspection by the Franchising Authority shall be retained by the Franchisee for a minimum period of twenty-four (24) months.

7.5.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Agreement and who agree, through the execution of a non-disclosure agreement, to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. Franchisee may make proprietary or confidential information available for inspection, but not copying or removal of information by the Franchising Authority's representative. In the event that the Franchising Authority has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 8 – Transfer of Cable System or Franchise of Franchisee

8.1. Neither the Franchisee nor any other Person may transfer the Cable System or the Franchise without prior written notice to the Franchising Authority. No prior notice shall be required, however, for: (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation, or (iii) the sale, conveyance, transfer, exchange or release of fifty percent (50%) or less of its equitable ownership. Within thirty (30) days of receiving a notice of transfer, the Franchising Authority may, in accordance with FCC rules and regulations, notify the Franchisee in writing of the

additional information, if any, it requires regarding the legal, financial, and technical qualifications of the transferee or new controlling party.

SECTION 9 - Insurance and Indemnity

9.1. **Insurance.** Throughout the term of this Franchise Agreement, the Franchisee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Franchisee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Franchisee shall provide workers' compensation coverage in accordance with applicable law. The Franchisee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Franchisee may become subject during the term of this Franchise Agreement.

9.2. **Indemnification.** The Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Franchisee's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. The Franchising Authority agrees that it will take all necessary action to avoid a default judgment and not prejudice the Franchisee's ability to defend the claim or action. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

9.2.1 Franchisee shall not be required to indemnify the Franchising Authority for negligence or misconduct on the part of the Franchising Authority or its officials, boards, commissions, agents, or employees, including any loss or claims related to PEG access Channels in which the Franchising Authority or its designee participates, subject to Applicable Law.

SECTION 10 - System Description and Service

10.1. System Capacity. During the term of this Agreement, the Franchisee's Cable System shall be capable of providing Video Programming with reception available to its customers in the Franchise Area in accordance with the Cable Act.

10.2. Cable Service to School Buildings. Upon request, the Franchisee shall provide, at no cost to the Franchising Authority, Basic Cable Service and Standard Installation at one (1) outlet to each public and private grade school (K-12) building, not including "home schools," located in the Franchise Area within one hundred twenty-five (125) feet of the Franchisee's distribution cable. No charge shall be made for installation or service, except that Franchisee may charge for installation beyond one hundred twenty-five (125) feet aerial distance of the cable plant and service for more than one (1) drop in each building. For the purposes of this Section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq., as amended, and does not include "home schools."

10.3. Cable Service to Governmental and Institutional Facilities. Upon request, the Franchisee shall provide, at no cost to the Franchising Authority, Basic Cable Service and Standard Installation at one outlet to each Public Building located in the Franchise Area within one hundred twenty-five (125) feet of the Franchisee's distribution cable. No charge shall be made for installation or service, except that Franchisee may charge for installation beyond one hundred twenty-five (125) feet aerial distance of the cable plant and service for more than one (1) drop in each building. Public Buildings are those buildings owned or leased by the Franchising Authority for municipal government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

SECTION 11 - Enforcement and Revocation Proceedings

11.1. Notice of Violation or Default and Opportunity to Cure. In the event the Franchising Authority believes that the Franchisee has not complied with the material terms of the Franchise, it shall notify the Franchisee in writing with specific details regarding the exact nature of the alleged non-compliance or default.

11.1.1. Franchisee's Right to Cure or Respond. The Franchisee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (i) to respond to the Franchising Authority, contesting the assertion of non-compliance or default; or (ii) to cure such default; or (iii) in the

event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed.

11.1.2. Public Hearings. In the event the Franchisee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Franchisee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Franchisee in writing of the time and place of such meeting and provide the Franchisee with a reasonable opportunity to be heard.

11.1.3. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such public hearing, determines that the Franchisee is in default of any material provision of the Franchise, the Franchising Authority may: (i) seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or (ii) in the case of a substantial default of a material provision of the Franchise, initiate revocation proceedings in accordance with the following:

(a) The Franchising Authority shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of a pattern of non-compliance by the Franchisee, including two or more instances of substantial non-compliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the non-compliance. The Franchisee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Franchisee or upon receipt of the response does not agree that the allegations of non-compliance have been or will be resolved, it may then seek revocation of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the Franchise.

(b) At the designated public hearing, the Franchising Authority shall give the Franchisee an opportunity to state its position on the matter, present evidence and question witnesses, in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the

record and a written transcript shall be made available to the Franchisee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Franchisee by certified mail. The Franchisee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority “de novo” and to modify or reverse such decision as justice may require.

11.2. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Franchisee to penalties, fines, forfeitures or revocation of the Franchise for so-called “technical” breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.2.1. in instances or for matters where a violation or a breach of the Franchise by the Franchisee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.2.2. where there existed circumstances reasonably beyond the control of the Franchisee and which precipitated a violation by the Franchisee of the Franchise, or which were deemed to have prevented the Franchisee from complying with a term or condition of the Franchise.

11.3. No Removal of System. Franchisee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof [47 U.S.C. §621 (b)].

SECTION 12 – Competitive Equity

12.1. Purposes. The Franchisee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to residents of the Franchise Area; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to residents of the Franchise Area; promote local communications infrastructure investments and economic opportunities in the Franchise Area; and provide flexibility in the event of subsequent changes in the law, the Franchisee and the Franchising Authority

have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

12.2. New Video Service Provider.

12.2.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider ("VSP") (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Franchise Area, or (ii) otherwise begins to provide video services to subscribers in the Franchise Area (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Franchisee, shall permit the Franchisee to construct and operate its Cable System and to provide video services to subscribers in the Franchise Area under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Franchisee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Franchisee submits a written request to the Franchising Authority.

12.2.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Franchisee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Franchisee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the Franchise Area.

12.3. Subsequent Change in Law. If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP providing video services to subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon Franchisee's written request the Franchising Authority shall: (i) permit the Franchisee to provide video services to subscribers in the Franchise Area on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Franchisee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to Subscribers in the Franchise Area. The Franchising Authority and the Franchisee shall implement the provisions of this Section within sixty (60) days after the Franchisee submits a written request to the Franchising Authority. Notwithstanding any provision of law that imposes a time or other limitation on the Franchisee's ability to take

advantage of the changed law's provisions, the Franchisee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

12.4. Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the Franchise Area under Sections 12.2 or 12.3 shall supersede this Agreement, and the Franchisee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure. The Franchisee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Franchisee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

13.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

City of Milford
201 South Walnut Street
Milford, Delaware 19963
Attention: City Manager

To the Franchisee:

Comcast of Delmarva, LLC
1301 McCormick Drive, 4th Floor
Largo, MD 20774
Attention: Government Affairs Department

With copies to:

Comcast Cable
8098 Sandpiper Circle
Baltimore, MD 21236
Attention: Government Affairs Department

And to:

Comcast Cable Northeast Division
676 Island Pond Rd.
Manchester, NH 03109
Attention: Government Affairs Department

13.3. Entire Agreement. This Franchise Agreement and any exhibits or addendums hereto constitute the entire agreement between the Franchising Authority and the Franchisee and supersedes all prior or contemporaneous agreements, ordinances, representations, or understandings -- whether written or oral -- of the parties regarding the subject matter hereof. Any agreements, ordinances, representations, or understandings or parts of such measures that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

13.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State where the Franchise Area is located, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of such State, as applicable to contracts entered into and performed entirely within the State.

13.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Franchisee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

13.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. Captions. Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of this Franchise Agreement. Such captions shall not affect the meaning or interpretation of this Franchise Agreement.

13.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, which Franchisee may have under federal or state law unless such waiver is expressly stated herein.

13.10. Incorporation by Reference

(a) All presently and hereafter applicable conditions and requirements of federal, State and local laws, including but not limited to the rules and regulations of the FCC and the State where the Franchise Area is located, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein. All such general laws, rules and regulations, as amended, shall control the interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

13.11. Calculation of Time. Where the performance or doing of any act, duty, matter, payment, or operation is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first day and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

13.12. Annexation. Upon 90 days written notice from the Franchising Authority, any additions of territory to the City, by annexation or other legal means, contiguous to the Franchise Area as defined in Section 1.9. above, the portion of any Cable System of the Company that may be located or operated within said territory shall thereafter be subject to all the terms of this Agreement as though it were an extension made hereunder.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the last date set forth below:

Attest:

Franchising Authority:

By: _____

Print Name: _____

Title: _____

Date: _____

Attest:

Franchisee:

By: _____

Print Name: _____

Title: _____

Date: _____

Contract GSS13560- Trucks and Vans - Model Year 2014 or Later

Contract Vendors

American Truck and Bus

195 Defense Highway, Annapolis, MD 21401
POC: Jim Martin
Phone# 410-224-8224
Fax # 410-266-9668
Email : jim@american-bus.com
FSF#: 0000030435

Hertrich Fleet Services

1427 Bay Rd, Milford, DE 19963
POC: Christopher Wilder
Phone # : 302-422-3300
Fax# : 302-839-0555
Email: cwilder@hertrichfleet.com
FSF # 0000028281

Mall Chevrolet

75 Haddonfield Rd, Cherry Hill, NJ 08002
POC: Richard DiRenzo
Phone # 856-662-7000 ext 183
Fax # 0000016553
Email: fleetman13@gmail.com
FSF# 0000016553

Chas S. Winner dba Winner Ford

250 Berlin Rd, Cherry Hill, NJ 08034
POC: John Grealy
Phone # 856-427-2664
Fax # 856-428-4718
Email : jgrealy@winnerford.com
FSF # 0000007920

GSS13560-TRUCKS/VANS, Trucks and Vans - Model Year 2014 or Later PRICING SPREADSHEET

Below is a list of available Police Pursuit vehicles:

Tab	Vehicle	Awarded Vendor	Final Order Date
Tab A.	2014 Chevrolet Captiva	Hertrich	4/10/2014
Tab B.	2014 Ford Explorer	Winner	Vendor has agreed to roll-over pricing to the 2015 model
Tab C.	2014 Ford Expedition	Hertrich	4/25/2014
Tab D.	2014 Toyota Tacoma	Hertrich	
Tab E.	2014 Ford F 150	Winner	
Tab F.	2014 Ford F150	Winner	
Tab G.	2014 Ford F 250	Hertrich	Vendor has agreed to roll-over pricing to the 2015 model
Tab H.	2014 Ford F350	Winner	Vendor has agreed to roll-over pricing to the 2015 model
Tab I.	2014 Ford F350 Chassis Cab	Winner	Vendor has agreed to roll-over pricing to the 2015 model
Tab J.	2014 Ford F450 Chassis Cab	Winner	Vendor has agreed to roll-over pricing to the 2015 model
Tab K.	2014 Dodge Grand Caravan	IG Burton	4/18/2014
Tab L.	2014 Chev Express 8 passenger Van	Mall	
Tab M.	2014 Ford E350 15 Passenger Van	Winner	Final order date has passed/ Specification will be re-bid
Tab N.	DUAL AWARD 2014 Amerivan PT	merican Truck and Bus	
Tab N.	DUAL AWARD 2014 Dodge Grand Caravan	Hertrich	4/18/2014
Tab O.	DUAL AWARD 2014 Ram CV Cargo	IG Burton	4/18/2014
Tab O.	DUAL AWARD 2014 Ford Transit Cargo	Winner	
Tab P.	2014 Ford E250 Cargo Van	Winner	Final order date has passed/ Specification will be re-bid
Tab Q.	No award- no bids received.		

Please view the corresponding tab to confirm pricing, available options, delivery time frames, etc.

order cut-off dates will be updated as they are received from the manufacturer

SPECIFICATION J - One Ton Chassis Cab

Winner																															
Vehicle Make / Model	Ford,F450,2WD,DRW,Cab & Chassis																														
Manufacturer Model Code & Option Codes	F4G,141",650A,99Y,44T,942,67X,425																														
Standard Warranty Terms (Years / Miles) Deductable ? Yes or No. If yes, how much?	3 Years ,36,000 Miles NO																														
Powertrain Warranty Terms (Years / Miles) Deductable ? Yes or No. If yes, how much?	5 Years,60,000 Miles NO																														
EPA Rating (City/Hwy)	NOT AVAILABLE																														
Delivery Time A.R.O. (days)	Based on Fords Production Schedule																														
Cut-off Date for Orders (if known), MM/DD/YYYY																															
Estimated Quantity to be Ordered by State	5																														
List Price Per Vehicle (including Transportation)	\$35,735																														
Contract Price Per Vehicle (including Transportation)	\$27,178																														
Estimated Total Spend for Specification	\$135,890																														
Total Annual Savings Off List Price	\$42,785																														
Optional Equipment																															
Alt. Conf. # 1 CNG version of vehicle above																															
Pkg # 1 Extended Cab																															
Pkg # 2 Crew Cab (4 Door)																															
Pkg # 3 Diesel Engine																															
Pkg # 4 On/Off Road Rear Tires																															
Pkg # 5 Trailer Tow Package with Electronic Brake Controller ³																															
Pkg # 6 Power Windows / Power Locks / Power Mirrors / Cruise Control																															
Pkg # 7 Installed Front License Plate Bracket																															
Pkg # 8 Diagnostic Equipment CD																															
Pkg # 9 OEM Installed Bluetooth connectivity																															
	<table border="1"> <thead> <tr> <th>List Price</th> <th>Contract Price</th> <th>Mfg Order Code</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">27668</td> <td></td> </tr> <tr> <td style="text-align: center;">\$2,150</td> <td style="text-align: center;">\$1,870</td> <td style="text-align: center;">X4G 162"</td> </tr> <tr> <td style="text-align: center;">\$3,150</td> <td style="text-align: center;">\$2,740</td> <td style="text-align: center;">W4G 176"</td> </tr> <tr> <td style="text-align: center;">\$8,155</td> <td style="text-align: center;">\$6,953</td> <td style="text-align: center;">99T 44W</td> </tr> <tr> <td style="text-align: center;">\$190</td> <td style="text-align: center;">\$162</td> <td style="text-align: center;">THB</td> </tr> <tr> <td style="text-align: center;">\$230</td> <td style="text-align: center;">\$196</td> <td style="text-align: center;">52B</td> </tr> <tr> <td style="text-align: center;">\$1,130</td> <td style="text-align: center;">\$963</td> <td style="text-align: center;">90L 525</td> </tr> <tr> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">153</td> </tr> <tr> <td style="text-align: center;">\$640</td> <td style="text-align: center;">\$546</td> <td style="text-align: center;">91M</td> </tr> </tbody> </table>	List Price	Contract Price	Mfg Order Code		27668		\$2,150	\$1,870	X4G 162"	\$3,150	\$2,740	W4G 176"	\$8,155	\$6,953	99T 44W	\$190	\$162	THB	\$230	\$196	52B	\$1,130	\$963	90L 525	\$0	\$0	153	\$640	\$546	91M
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% Savings off dealer list - all other options	10%	
Plan #1 - 75,000 mile vehicle PM service plan w/ 5K maintenance intervals	\$1,290	PREMIUM
Plan # 2 - 100,000 mile vehicle PM Service plan w/ 5K maintenance intervals	\$1,790	PREMIUM
Plan # 3 - 125,000 mile vehicle PM service plan w/ 5K maintenance intervals	\$2,115	PREMIUM
Copy of Manufacturer's Brochure Included ?	YES	

John Grealy
Winner Ford
Commercial Account Manager
(856) 427-2664 Phone
(856) 428-4718 Fax
jgrealy@winnerford.com

2015 FORD F 450

DELAWARE STATE CONTRACT #GSS13560

Standard Equipment per Specifications

LT245/75Rx17E BSW AS

4 Wheel Anti-Locking Braking System

AM/FM Stereo/Digital Clock and 2 Speakers

Black Vinyl Floor Covering

Driver/Passenger Air Bag

Air Conditioning

Tachometer, Speedometer, Oil Pressure, Coolant Temperature, Fuel Gauge, Engine Hour Meter,

Auxiliary Power Point

Heavy Duty Vinyl 40/20/40 Bench Seat

Standard Trim

Regular Cab DRW

\$27178.00

4x4

\$3950.00

Crew Cab

\$2740.00

Available Options

60" Ca

6.7L Diesel

\$6953

Running Boards

\$370

Engine Block Heater

\$75

All Terrain Tires

\$162

Limited Slip Rear Axle

\$333

Electric Brake Controller

\$196

Power Group w/ Cruise

\$963

Full Plate Combo Hitch with 2" or 2 5/16" ball

\$425

9' 2/3 Yard Dump 12 "sides with Tarp Roller, Back up Alarm and Trailer Plug

\$6950

Whelen Liberty Light Bar Clear/Amber with take downs/alleys and rear traffic advisor

\$2622

Amber Beacon on self-leveling bracket dump body

\$395

TOTAL \$53312

WINNER FORD
 250 BERLIN ROAD
 CHERRY HILL, NJ 08034

Invoice No. **11213**

INVOICE

Customer

Name CITY OF MILFORD
 Address 201 SOUTH WALNUT STREET
 City MILFORD State DE ZIP 19963
 Phone 302 422 6616

Misc

Date 9/9/2014
 Order No. R1300812
 Rep GREALY
 FOB

Qty	Description	Unit Price	TOTAL
1	2015 FORD F450 DUMP DE STATE CONTRACT #GSS13560 SPECS ATTACHED	\$53,312.00	\$ 53,312.00

SubTotal	\$ 53,312.00
Shipping	
Tax Rate(s)	0.00%
TOTAL	\$ 53,312.00

Payment

Select One...

Comments _____
 Name _____
 CC # _____
 Expires _____

Tax Rate(s)

Office Use Only

September 15, 2014

City of Milford
201 South Walnut Street
Milford, Delaware 19963

Attn: Richard D. Carmean
City Manager

RE: **PROPOSAL**
Test Well Services
Groundwater Investigation
Seabury Avenue WTF
Project No. 0052A165.C01

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.
Ring W. Lardner, P.E.
Gerald G. Friedel, P.E.

Dear Dick:

In accordance with the City's agreement with Redner's Market, Inc., Davis, Bowen & Friedel, Inc. (DBF) is pleased to present this proposal for engineering services related to the installation of a test well at the Seabury Avenue Water Treatment Facility site. As part of the cost-sharing agreement, we understand the City and Redner's Market, Inc. agreed to the installation of a test well at the site based on the positive results of the exploratory bore recently completed with the intent of ultimately installing a new production well to replace any production capacity lost by the abandonment of Well 9.

Based on the results of the exploratory boring, four formations were discovered within the 600' depth explored at the Seabury Avenue WTF site. The four formations were identified as follows: Milford Aquifer (210'-255'), Frederica Aquifer (305'-340'), Federalsburg Aquifer (410'-470') and Cheswold Aquifer (495'-550'). We understand the City currently has production wells in three (3) of the formations; the Milford (Well 12), Frederica (Well 11) and Federalsburg (Well 10). There is no production well installed in the deeper Cheswold aquifer.

Of the four (4) identified formations, the most favorable sieve results were found in the Frederica Aquifer, at a depth of 305' to 340' below grade. The City currently has a production well, Well 11, installed in this formation. However, the findings of the recent exploration reveal a larger formation with much coarser, more water-bearing material than what Well 11 was originally designed for. Although the City has no production well in the deeper Cheswold aquifer, the installation and long-term operation of a 550-560' deep well is considerably more costly than replacing the existing under-producing Well 11. In hopes of saving the additional costs related to drilling and operating a 550' deep well in the Cheswold Aquifer, our office is recommending the installation of a test well with the intent of replacing the under-producing Well 11.

A description of our proposed scope of services and associated lump sum fee for the work is as follows:

A. TEST WELL SERVICES

Our office will contract with the Delaware-licensed well driller, A.C. Schultes of Delaware, Inc. and oversee the installation of an approximately 345 foot deep test well for the purpose of determining the production capacity and water quality of the formation. The work shall include application for the required well construction permit from DNREC, performance of the 8¾" bore hole, sampling of the bore material at specific locations, electric logging of the bore hole, sieve analysis of the selected samples, installation of 305 feet of PVC casing and 35 feet of Stainless Steel Hi-Flow Screen with gravel pack, development of test well, eight (8) hour flow test and four (4) hour recovery test with electronic data logger, water quality analysis and preparation of a technical data report.

Lump Sum Fee: \$37,500.00

We propose to perform the above-described work for the lump sum listed above. Billing will be submitted monthly based on the percentage of work completed the previous month. Additional services beyond the above scope as authorized by the City will be performed on an hourly basis in accordance with the enclosed Schedule of Rates No. 44. Payment terms shall be in accordance with our attached rate schedule.

Should you find this proposal acceptable, please execute below and return one (1) copy to us for our files. Receipt of a signed copy will be considered as our authorization to proceed.

On behalf of Davis, Bowen & Friedel, Inc., we appreciate the opportunity to offer our services and look forward to continuing our work with you on this project. If you should have any questions or need additional information, please call.

Sincerely,



Erik F. Retzlaff, P.E.
Associate

\\Proposals\Municipal\Milford\0052A165.C01--RC Seabury Avenue WTF Test Well

ACCEPTED BY: _____
Signature *Printed Name* *Date*

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
 SCHEDULE NO. 44
 Effective June 1, 2006

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Senior Architect	\$135.00
Architect	\$105.00
Senior Landscape Architect	\$135.00
Landscape Architect	\$105.00
Senior Engineer	\$135.00
Engineer	\$105.00
Senior Planner	\$135.00
Planner	\$85.00
Construction Administrator	\$105.00
Traffic Engineer	\$105.00
Geologist	\$105.00
GIS Specialist	\$95.00
Senior Surveyor	\$135.00
Associate Surveyor	\$105.00
Surveyor	\$100.00
Senior Designer	\$100.00
Computer Graphics Designer	\$85.00
Designer	\$95.00
CADD I	\$80.00
CADD II	\$70.00
Computer Administrator	\$85.00
2 Man Field Crew	\$130.00
3 Man Field Crew	\$165.00
GPS Unit (1 man)	\$100.00
GPS Unit (2 man Crew)	\$140.00
GPS Unit (3 man Crew)	\$180.00
Resident Project Representative	\$80.00
Clerical	\$50.00
Travel	\$0.50
Direct Expense	Cost + 10%
Prints (In-house Reproduction)	\$2.50/sheet

GENERAL CONDITIONS

INVOICES & PAYMENT

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to recover also its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

TERMINATION OF CONTRACT

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this Agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

LIMITATION OF LIABILITY

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

INDEMNIFICATION

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees caused by the other's negligence. To the extent such claims, losses, damages or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by DBF pursuant to this Agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in electronic media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, DBF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, computer hardware or of a protocol differing from those in use by DBF during the period of this agreement.

SUCCESSORS & ASSIGNS

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

MISCELLANEOUS PROVISIONS

Unless otherwise specified, this Agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

REIMBURSABLE EXPENSES

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Former PNC Bank Building Renovations 119 S. Walnut Street Milford, Delaware	CHANGE ORDER NUMBER: 001 DATE: September 10, 2014	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Donald E. Reisinger 717 East Washington Street West Chester, PA 19380	ARCHITECT'S PROJECT NUMBER: 052A154.F04 CONTRACT DATE: May 16, 2014 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Cost for additional demolition work/excavation to maintain the same building floor elevation. Cost includes extra concrete, trench drain with connection to storm sewer line, railing and a vinyl canopy - see attached.

The original Contract Sum was	\$ 317,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 317,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 12,960.26
The new Contract Sum including this Change Order will be	\$ 329,960.26

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Davis, Bowen & Friedel, Inc.
ARCHITECT (Firm name)
23 N. Walnut Street
Milford, Delaware 19963
ADDRESS

BY (Signature)
Michael Bauman, AIA
(Typed name)
9/10/14
DATE

Donald E. Reisinger
CONTRACTOR (Firm name)
717 East Washington Street
West Chester, PA 19380
ADDRESS

BY (Signature)
Brian Scott Schurman
(Typed name)
9/10/14
DATE

City of Milford
OWNER (Firm name)
201 South Walnut Street
Milford, Delaware 19963
ADDRESS

BY (Signature)

(Typed name)

DATE

DONALD E. REISINGER, INC
General Contractor
717 E. Washington Street
West Chester, PA 19380
Phone 610-696-6921 Fax 610-696-2352

September 8, 2014

Davis, Bowen & Friedel, Inc.
23 N. Walnut Street
Milford, DE 19963

Att: Mike Bauman

Re: Former PNC Bank Renovation/Milford Billing Department

Subject: PCO #1 Lower Rear Door Modifications

We are writing you at this time to submit our cost for additional work as per your request. The work is to lower the entrance into the building by demoing the wall lower to the existing floor elevation. The new exterior concrete work is to include a new trench drain, three new steps and a taller curb to allow for the pad to be lowered approximately 1'-6". Purchase and installation of a new hot dipped galvanized pipe handrail on each side of the new steps, new hot dipped galvanized guard rail with pickets at raised curb. Provide a new entrance canopy over the new door as per attached proposal. We are offering a credit for the interior floor framing which is not required. Our cost breakdown is as stated below.

Materials	\$6,817.00
Labor	\$3,432.00
Subcontractor Entrance Canopy	\$1,750.00
Credit for Floor Framing	-\$1,308.00
<u>Supervision</u>	<u>\$480.00</u>
Subtotal	\$11,221.00
GC OH 10%	\$1,122.10
<u>GC Profit 5%</u>	<u>\$617.16</u>
TOTAL COST	\$12,960.26

We would like to thank you in advance for your cooperation in this matter.



Terri Nelson
President

Attachments: Sketch, Drain Cuts, & Canopy Proposal

Lisa Carmean

From: Zeilinga, Michael <mzeilinga@gannett.com>
Sent: Wednesday, September 03, 2014 10:51 AM
To: Lisa Carmean
Subject: RE: City of Milford Employment Ad

Follow Up Flag: Follow up
Flag Status: Flagged

Vendor# 208
The News Journal

9/4/14 9/7/14

To run this in the News Journal Thursday and Sunday along with online for 30 days it would cost \$624.20

**COORDINATOR OF
PLANNING &
ECONOMIC
DEVELOPMENT
ACTIVITIES**

The City of Milford, DE is seeking qualified applicants for the full-time position of Coordinator of Planning & Economic Development Activities.

GENERAL RESPONSIBILITIES:

Coordinates comprehensive planning, reviews submissions related to land development, as well as coordinates mapping efforts; Plans and administers economic development and business assistance.

See www.cityofmilford.com (Job Openings) for more details.

Interested candidates should submit a resume, cover letter, salary history and three professional references to:

City of Milford Attn.:
H.R. Mgr., 10 S.E.
Second Street, Milford,
DE 19963

EOE

Closing date: Friday,
September 26, 2014 @
4:00 p.m.

RDC OK'd by phone
9/3/2014

Michael Zeilinga

Recruitment Consultant
The Wilmington News Journal
Gannett | CareerBuilder.com
866-937-1846 | Toll-free
317-444-2437 | Fax



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American Planning Association

- Jobs Online
- For Job Seekers
- For Employers
- View All Jobs



My Cart

Thank You for Your Order

Thank you for your job posting. You will receive a confirmation email shortly which contains a link to a detailed billing receipt.

Order #j141959
Order Date: 2014-09-10

Name on Order:
Lisa R Carmean
Email: lcarmean@milford-de.gov

Billing Address:
CITY OF MILFORD
10 S E 2nd Street
Milford, DE 19963
United States

Payment Information:
Name on Card: Richard D Carman
Mastercard
*****7081
Expires:2014-12

Items Ordered:

Job Ad #49292 - COORDINATOR OF PLANNING & ECONOMIC DEVELOPMENT
ACTIVITIES - Jobs Online Post - 3 Weeks Online

\$200.0000

Total: \$200

This charge will appear on your credit card statement as **Jobs on the Web**.

Vendor # 1274
Citizens Bank.

Communities of
need innovativ
Get your Master's in
Urban and Regional

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Lisa R Carmean

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Customer

Logout

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PUBLIC P
ADMINIS



STUDY ON CAMP

North

ADVANCE YOUR CAREER

MASTER OF
PUBLIC
ADMINISTRATION



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philanthropic
across the co

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Independent

Newsmedia Inc. USA

Printing / Publishing / Digital classes@newszap.com

Delaware ● Florida ● Maryland

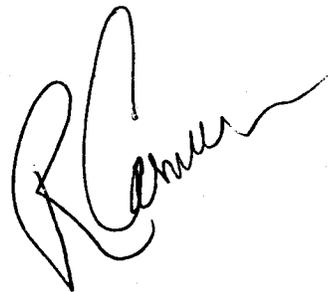
Call 302.741.8297

800.282.8586

877.223.1503

Proof

Client	CITY OF MILFORD	Phone	(302) 424-5140
Address	201 S. Walnut St. Terri Hudson MILFORD, DE 19963	E-Mail	fargo@milford-de.gov
		Fax	
AD #	22705	Requested By	CITY OF MILFORD
Account#	114467	PO #	
Class	205	Created By	VBROWN
Start Date	08/24/14	Creation Date	08/22/2014
End Date	08/31/14	Dimensions	3 X 7.569
Run Dates	4	Price	\$633.12
Pubs	Delaware State News, Milford		
Order #	Chronicle/The Journal		
Sales Rep	Vicki Brown	Phone	(302) 741-8298
		E-Mail	vmbrown@newszap.com
		Fax	(302) 741-8215





COORDINATOR OF PLANNING & ECONOMIC DEVELOPMENT ACTIVITIES

The City of Milford, DE is seeking qualified applicants for the full-time position of Coordinator of Planning & Economic Development Activities.

GENERAL RESPONSIBILITIES:

Coordinates comprehensive planning, reviews submissions related to land development, as well as coordinates mapping efforts; Plans and administers economic development and business assistance.

ESSENTIAL DUTIES:

Develop and coordinate zoning and subdivision regulations; Review of construction site plans and subdivision plans for compliance; Coordination of land development as well as business applications; Supervision of inspection and code enforcement staff assigned to the position; Manage electronic media applications and exhibits for City Administration; Implement property and zoning map preparation and updating of overall City mapping; Implement production of infrastructure maps; Coordinate planning activities with internal and external planning partners; Plan and direct City economic development initiatives; Coordinate economic development activities with other jurisdictions and State; Provide referral, planning and research assistance for business entrepreneurs; Respond to requests for information about taxes, utility rates, ordinances, codes, etc.; Organize and conduct site visits for potential business/industry partners; Prepare grant applications for financial incentives to attract businesses; Update and maintain web-based resources and related content used by development community as well as business/industry; Performs related work as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Comprehensive knowledge of the principles and practices of planning and regulations related to planning. Considerable ability in establishing and maintaining effective relationships with the business/industry community, public bodies; ability to communicate orally and in writing to a wide variety of individuals and groups, mature judgment; advanced knowledge of computers and pertinent mapping applications; regular and timely attendance; performance of duties in a safe manner.

EDUCATION AND EXPERIENCE:

Bachelor's degree from an accredited four year college or university in planning, cartography, engineering, public administration or a closely related field with considerable related experience, preferably in a local government; or any combination of experience, and training which provides the required knowledge and skills.

SPECIAL REQUIREMENTS:

Possession and retention of a valid Delaware vehicle operator's license. Must pass testing for substance abuse and criminal background investigation.

Interested candidates should submit a resume, cover letter, salary history and three professional references to:

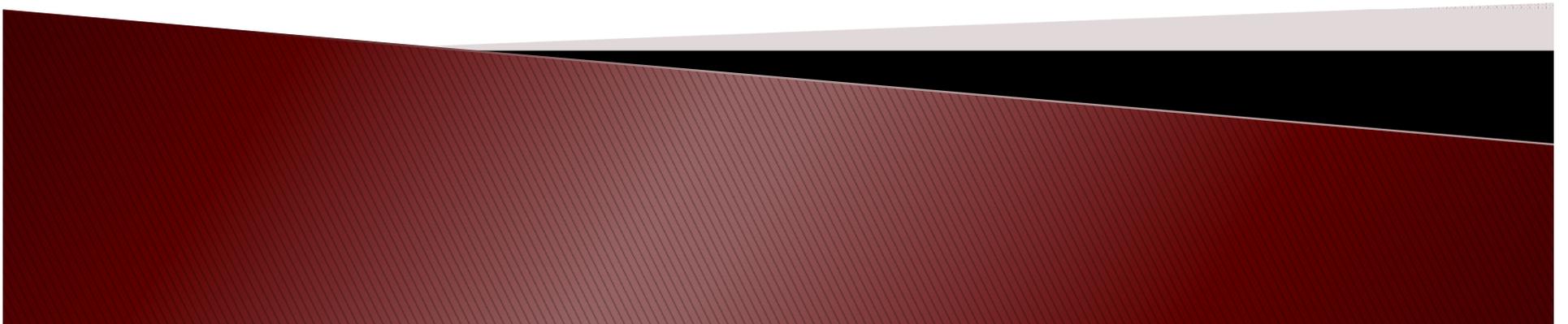
**City of Milford Attn.: H.R. Mgr.,
10 S.E. Second Street, Milford, DE 19963
EOE**

Closing date: Friday, September 26, 2014 @ 4:00 p.m.

Request to transfer of funds from the
Economic Development Fund (previous Wawa funding)
to Planning & Zoning General Expense Account
to cover costs of employment ads placed in
Delaware State News, Milford Chronicle, monster.com
and American Planning Association publication.

\$1,457.32

USDA Funding Possibilities



USDA Funding Possibilities

- ▶ USDA Rural Development approached DBF as they have funding but not enough projects
- ▶ USDA willing to provide grant funds to entice Milford to pursue improvements projects
- ▶ Projects to be funded over 2 years to maximize Grant
- ▶ Based on the Affordability of City Utility Rates, only the Sewer Utility is eligible for Grant Funds. Water Utility is not.
- ▶ \$2,000,000 Grant
- ▶ \$2,000,000 Loan – 40 Year Term, 2.375% Interest Rate (Currently)

Proposed Year 1 Projects

\$2,000,000	Total Project Costs
\$ 400,000	System-Wide SCADA Instrumentation & Programming Upgrades
\$ 525,000	North Street Pump Station Rehabilitation
\$ 325,000	Fisher Avenue Pump Station Rehabilitation – Phase 1
\$ 450,000	South Milford Pump Station Upgrades – Phase 1
\$ 300,000	Lighthouse Estates Pump Station Improvements

Proposed Year 2 Projects

\$2,000,000	Total Project Costs
\$ 850,000	Fisher Avenue Pump Station Rehabilitation – Phase 2
\$ 400,000	N. Shores Pump Station Rehabilitation
\$ 750,000	I & I Sewer System Repairs

System-Wide SCADA Instrumentation & Programming Upgrades

- ▶ SCADA (Supervisory Control And Data Acquisition)
- ▶ City has a SCADA System in Place – Not Integrated for Best Use with Sewer System
- ▶ Annunciate Alarms For Pump Malfunctions to Avoid Overflows or Burning Up Pumps
- ▶ Monitor Amount of Water Pumped, Time Pumps Run Each Day
- ▶ Utilize Data to Identify Average (Dry) Day Amounts for Flow & Run Time
- ▶ Any Deviation from Average Day Signifies Issue at Station, i.e. Check Valve Not Closing, Debris Clogging Pump
- ▶ Compare Against Wet Day Amounts to Identify Areas Greatest Impacted by Inflow & Infiltration

North Street Pump Station Rehabilitation



- ▶ Located at Intersection of Rte. 113 & North St. (Opposite old Dickinson Medical Center)
- ▶ 37 Years Old
- ▶ Constructed Circa 1977
- ▶ Valves Inside Wet Well with Raw Sewage
- ▶ No Means of Bypassing Flow in Case of Pump Failure
- ▶ Project Initiated in 2007
- ▶ Project Placed on Hold Due to Lack of Funding

Fisher Avenue Pump Station Rehabilitation – Phase 1

- ▶ 25 Years Old
- ▶ Constructed circa 1989–90
- ▶ City's Largest Pumping Station
- ▶ Phase 1 Includes Replacement of Existing Generator & Odor Control System (which is obsolete & no longer serviceable)



South Milford Pump Station Upgrades – Phase 1



- ▶ First Step in Expansion of Sewer System to Accommodate Growth in SE Area
- ▶ Additional Capacity to be Added Via Larger Pump Impellers & Associated Upgrades

Lighthouse Estates Pump Station Improvements

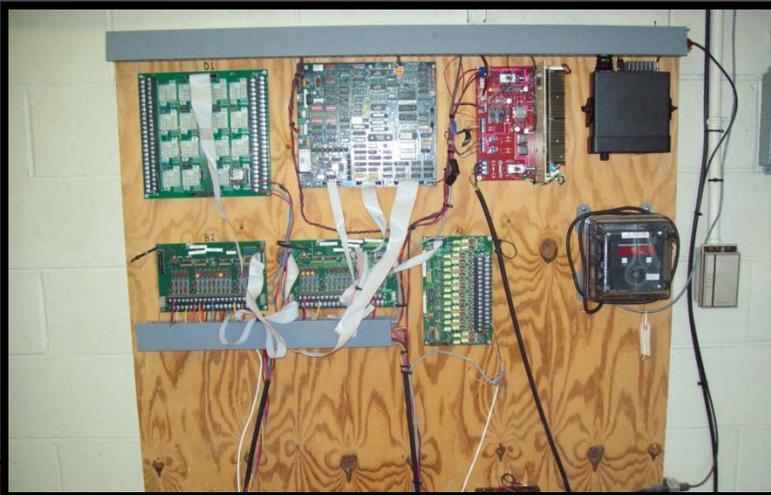
- ▶ Constructed circa 2007
- ▶ Station Discharges Directly into Main from Milford to Kent County WWTP
- ▶ During Periods of Heavy Rain, Pumps are NOT Large Enough to Overcome Pressure in County Forcemain & Station Overflows



Fisher Avenue Pump Station Rehabilitation – Phase 2

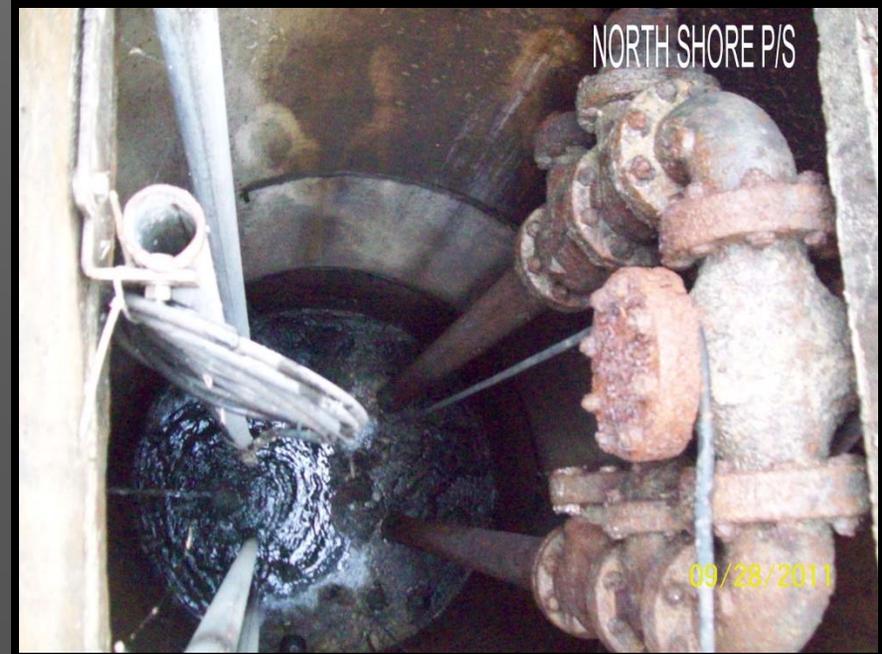


- ▶ 25 Years Old
- ▶ Constructed circa 1989–90
- ▶ City's Largest Pumping Station
- ▶ Phase 2 Includes Remainder of Rehabilitation Work Including Replacement of Pumps, Valves, Electrical, Etc.



N. Shores Pump Station Rehabilitation

- ▶ 38 Years Old
- ▶ Constructed circa 1976
- ▶ Located at Entrance Off of Rte. 113 to North Shores Development
- ▶ Only Serves Annexed Property in Development
- ▶ Shut-Off & Check Valves Located Inside Wet Well with Raw Sewage
- ▶ No Means of Bypassing Flow in Case of Emergency



I & I Sewer System Repairs



- ▶ First Phase of Recommended Repairs Complete With Significant Amount of I & I Still Entering System
- ▶ Estimated Annual Cost of Infiltration & Inflow to System = \$150,000

MILFORD CITY COUNCIL
MINUTES OF MEETING
September 8, 2014

The Monthly Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware on Monday, September 8, 2014.

PRESIDING: Mayor Bryan W. Shupe

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

COUNSEL: City Solicitor David Rutt, Esquire

CALL TO ORDER

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

INVOCATION & PLEDGE

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

APPROVAL OF MINUTES

Motion made by Mr. Brooks, seconded by Mr. Morrow to approve the minutes of the August 11 and August 25, 2014 Council Meetings as submitted. Motion carried.

RECOGNITION

Proclamation 2014-11/Prostate Cancer Month/Delaware Prostate Cancer Coalition

Mayor Shupe read the following proclamation into record:

PROSTATE CANCER AWARENESS MONTH

WHEREAS, among men, prostate cancer is the most commonly diagnosed non-skin cancer and the second leading cause of cancer-related deaths; and

WHEREAS, each day, countless physicians and researchers devote themselves to treating patients and finding a cure; and

WHEREAS, educating the public about the risks and treatment of prostate cancer is one of the strongest tools they have to increase early detection and save lives; and

WHEREAS, with early detection and treatment, prostate cancer can be cured and many deaths can be avoided; and

WHEREAS, the 2014 observance of National Prostate Cancer Awareness Month provides a unique opportunity for citizens throughout the City of Milford and the nation to join together to raise public awareness of the symptoms, prevention, and treatment of prostate cancer.

NOW, THEREFORE, I, Bryan Shupe, by virtue of the authority vested in me as Mayor of the City of Milford, Delaware, do hereby proclaim the month of September as

PROSTATE CANCER AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this 8th day of September in the Year of our Lord Two Thousand and Fourteen.

s/Mayor Bryan Shupe

Mayor Shupe presented the proclamation to resident David Sauls, an advocate for prostate cancer awareness. Mr. Sauls, Councilman Owen Brooks and Councilman Jim Starling shared their survival stories.

Councilman Brooks hopes that sharing his story will encourage others to be screened for the disease.

MONTHLY POLICE REPORT

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

CITY MANAGER REPORT*Administration*

The new city office building is progressing on schedule with a completion time of late October. It is my intention to furnish the building with new office furniture that is conducive to the space available, while keeping in mind the needs of the employees and public. Our current furniture will not fit in the new space.

The technology hardware has been ordered and the majority will be installed by our IT Manager Wes Banasan. Money will need to be spent on a new phone system, furniture and other expenses. However, we will end up with a better deal in comparison to the cost of the new building. I will bring back the costs for council to approve at a later date.

We are presently advertising for the position of a planner/economic development person. Deadline for the applications is September 26, 2014. We were able to get up with the American Planning Association so that they could place an ad in their magazine. In addition to local papers, it will also be posted on monster.com and other similar websites.

I believe that at the present level of growth, and planning and zoning needs, this person can be involved with economic development issues as well. It would be hard to justify a full-time position for either a planner or economic development director, but both positions are needed to fulfill the mission of the city.

Things are starting to pick up, but I feel the right person can handle both duties at this point. I have had some planners who stated they were unable to handle both jobs but I feel they simply did not want to do both jobs. I would always have our previous full-time planner in the room when I talked to an interested developer.

Sewer and Water

Well #15 (new tower site) is to be completed in the very near future. The contractor for the tower is completing the shop drawings and will start the project in the next two months. They are drilling the well and working twenty-four hours a day to get the work completed as quickly as possible.

Our application for sewer funding from USDA has been submitted and an informal approval received for year one. USDA will obligate the funding on September 15th and the projects to be completed with that funding will be discussed at our September 22nd workshop.

Streets and Solid Waste

We have completed the mill and overlays on Northeast 7th Street, Bridgham Avenue and New Street. Lemuel Street was being prepared to be milled when it was discovered that the street had been constructed without any base. Once the funding is approved for the additional work, Lemuel will be completed.

Milling has begun on the side streets of North Washington Street and the needed concrete work will be done soon. North Washington Street will be started mid-October and completed before the asphalt plants close due to cold weather.

Though Lemuel Street was to be completed before school began, traffic is functioning as it should. Jerry's Paving started work today on the entire paving project.

Fall clean up will the week of September 29th through October 3rd.

Mr. Pikus stated that presently, we are very fortunate to have Christine Crouch filling in and providing people with planning information. Mr. Carmean agreed adding that she is looking forward to getting some of the land use issues off her plate so she can attend to her other job duties.

Mr. Pikus also asked if the media can announce the clean-up week in their newspapers. He also asked the city manager to add the notices to the utility bills to ensure all residents have been informed. The city manager explained that we have missed one cycle due to those bills already being mailed. However, he will have the notice added to cycles two through four and then have the billing department send out individual notices to the cycle one customers.

Mr. Brooks reported that the information has been in the local newspapers as well as the utility bills.

Mr. Starling feels there are problems with the Monday pickup on clean-up week because most people do not want to do yard work on Sunday. This occurred last year, but the crews were called and came back for a later pickup. The city manager agreed it will not be a problem.

Mayor Shupe said that even though we have done everything that is required to get the information out, he is considering some additional means to ensure everyone has been informed.

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

COMMITTEE & WARD REPORTS

No reports.

COMMUNICATIONS & CORRESPONDENCE

Mayor Shupe congratulated Councilman Grier and his wife Becca on the birth of their first child Teagan who was born last week.

The mayor then acknowledged the dedication of Goat Island and thanked those that attended.

He also reported that the city made arrangements for a ceremony on September 23rd at 1:00 p.m. at which time Governor Jack Markell will turn the keys over to the Armory.

UNFINISHED BUSINESS

Ratification/Comcast Cable Television Franchise Agreement

City Solicitor Rutt advised that each time he reads the agreement he finds another item that needs to be addressed. He plans to schedule a meeting within the next week with the Comcast representative handling the matter due to the contract expiring November 15th.

Mr. Pikus moved to postpone action, seconded by Mr. Grier. Motion carried.

NEW BUSINESS

Adoption/Resolution 2014-13/Halloween Trick-or-Treat

Mr. Grier moved to adopt the following resolution, seconded by Mr. Mergner:

WHEREAS, the children of Milford are entitled to the fun and festivity associated with the observance of Halloween Trick-or-Treat custom of traveling with friends and family going door to door in their neighborhoods displaying their costumes and gathering treats; and

WHEREAS, parents are urged to join in the festivities by accompanying their children throughout their journeys in celebrating Halloween Trick-or-Treat; and

WHEREAS, residents are requested to indicate their willingness to welcome children by keeping their porch or exterior lights on and that youngsters call only on homes so lighted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council, that the Halloween Trick-or-Treat observance be held in an orderly manner on Friday, October 31, 2014 between the hours of 6:00 P.M. and 8:00 P.M. in the City of Milford.

AND, BE IT FURTHER RESOLVED THAT:

**Only celebrants of 12 years and under will be permitted to engage in Trick-or-Treat.*

**All celebrants are to refrain from committing acts of vandalism or destruction.*

**Motorists are asked to be ever watchful of our youngsters making these annual rounds.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this 8th day of September 2014.

s/Mayor Bryan Shupe

Motion carried.

Adoption/Resolution 2014-14/Fall Clean Up Week

Mr. Brooks moved to adopt the following resolution, seconded by Mr. Starling:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Milford, in Council met:

WHEREAS, it is desirous to promote the general cleaning of the City of Milford and improve its overall beauty to the maximum enjoyment and benefit of all citizens and visitors; and

WHEREAS, we are fortunate to live in a community so abundantly blessed with natural assets that we have a continuing responsibility to preserve our environment by keeping it clean, healthy and in order by organizing and carrying out clean-up and fix-up projects which will enhance, restore and maintain the beauty of all properties; and

WHEREAS, all maintenance and clean-up debris, including large and bulk items, shall be placed for curbside pickup in order to exemplify cleanliness and beauty.

NOW, THEREFORE, I, Bryan Shupe, Mayor of the City of Milford, by the power vested in me, do hereby proclaim the week of September 29, 2014 to October 3, 2014 "Fall Clean-Up Week" in the City of Milford.*

s/Mayor Bryan Shupe

**Raindate: October 6, 2014 to October 10, 2014*

Motion carried.

Mr. Brooks asked for clarification that personal trash containers could be used in addition to the city-issued container. Mr. Carmean stated yes, other containers can be used during the clean-up week and referenced the news release noting that the public works department would be sending it to all customers.

FY 2014-2015 Budget Adjustment/Paving Contract/Lemuel Street/Municipal Street Aid

The city manager referenced the memo he put in the package. He explained that when the contractor came to start the work on Lemuel Street, he discovered the street was previously paved on top of dirt. The milling was postponed to obtain the cost to add a base; an additional \$29,269 is required to complete the project.

Mr. Brooks moved to approve \$29,269 to cover the cost of the additional milling and paving of Lemuel Street, to be paid from Municipal Street Aid, seconded by Mr. Gleysteen. Motion carried.

Bid Award/Silicato Park Playground Restroom/Parks & Recreation

Bids were properly advertised, received and publicly opened on August 28, 2014. Two bids were received:

Tidemark Construction	\$97,589
Thompson & Son Contracting	\$87,472

Landscape Architectural Services handled the bid process for Parks and Recreation.

This item was included in this year's Parks and Recreation budget as a capital item.

The city manager reported that because the bid came in higher than expected, he had planned to have the matter postponed. However, the solicitor has since offered some additional solutions so the bid is now able to be awarded.

Mr. Pikus asked Solicitor Rutt how much Rotary money was left for the restrooms. Mr. Rutt explained that Can-Do Playground is contributing \$50,000. Originally the estimate was \$60,000 and Can-Do Playground committed \$30,000 because P&R Director Emory asked for 50%. Mr. Rutt reported the Rotary has approximately \$50,000 in the account and agreed to contribute another \$20,000. The \$30,000 will be used for future maintenance.

The city clerk confirmed that \$40,000 was budgeted for the project.

Mr. Grier asked if the additional money for maintenance will be used for cleaning and daily cleanings; Mr. Rutt stated no only for replacement items/equipment as needed.

Mr. Pikus asked if the restrooms automatically lock at night; Mr. Carmean stated yes and confirmed they will be closed at five o'clock or around dusk.

Mr. Mergner asked who will pay for the day-to-day maintenance. The city manager said this is a Parks and Recreation project and they will be financially responsible. A few dollars were placed in the current budget for maintenance this year but only to get us through this fiscal year. Additional funds will be added for maintenance beginning with next year's budget.

Mr. Pikus asked if the bathrooms will be open seven days, twelve months a year; Mr. Carmean stated yes. Mr. Brooks asked if someone will be paid to maintain them each day including weekends. The city manager was not informed that Mr. Emory's plans were to have them cleaned on a daily basis. However, he will post a number for someone to call should they need to be attended to. He explained these restrooms are state of the art and easily cleaned with a garden hose. He reiterated that Mr. Emory did not mention the need for someone to come in on weekends.

Mayor Shupe reported that several residents have asked for a public bathroom downtown and this may be a good test on whether to consider that. Mr. Carmean said he is concerned about public bathrooms and recalled the problems with the ones that were next to the police department downtown years ago.

It was confirmed that Landscape Architects designed the site plan and established the location of the bathrooms.

Mr. Mergner expressed concern about the vandalism which he noted is very common in public bathrooms. The mayor noted the Boys and Girls Club is in the same area. They utilize the Can-Do Playground on a regular basis so they will be watching it at least five days a week.

Mr. Pikus moved to award the bid to Thompson & Son Contracting in the amount of \$87,472, seconded by Mr. Grier. Motion carried.

CTF Funding /Swap-Out/Milford Church of God

Proposed Ordinance/Street Abandonment Procedure

The city manager referenced the invoice from Jerry's Paving in the amount of \$75,897 for paving the parking lot at the Church of God. He said we will take that amount and use it to do a pre-determined amount on one of our streets.

The Church of God signed a release so the parking lot could be used for the public parking. He noted that it is used frequently for people using the Banneker Basketball Court and playground. The legislators will then reimburse the city.

The city manager explained that the city will pay this invoice and Representative Kenton will reimburse the city for the Truitt Avenue paving.

The Jerry's Paving bill for Church of God will be paid from General Fund Reserves.

The city manager then reported that Representative Kenton is also providing funding for other streets in the city as well; he will determine which streets will be funded at that time.

Mr. Pikus pointed out that in this situation, the city always comes out ahead because the legislators provide more funding than is needed; Mr. Carmean agreed.

Mr. Starling moved to approve payment of the Jerry's Incorporated invoice in the amount of \$75, 897 from general fund reserves, seconded by Mr. Pikus. Motion carried.

Abandonment of City Streets/Portions of Evans Street & West Clarke Avenue

City Solicitor Rutt announced that Superior Court signed the order(s) to abandon the portion of West Clarke Avenue and Evans Street as has been discussed. Mr. Rutt prepared quit claim deeds from the city to adjoining property owners who petitioned the city to acquire that property.

Mr. Rutt referenced the resolution that was approved and filed with the court requiring the property owners to reimburse the city for legal fees and associated costs.

The West Clarke property would become part of the Harold and Mary Roberts' property and a small portion to Jean Chodkowski. The portion of Evans Street between the Seawatch properties would be deeded to Seawatch.

Mr. Pikus asked if a portion of the West Clarke property went to the Saunders' estate; Mr. Rutt advised that Mr. Saunders signed a release from any interest prior to his death and while he was still competent.

Mr. Pikus asked if this is a new policy and referenced previous coal alleys that were given to adjoining property owners without going through the process that was needed in these situations.

According to Mr. Rutt, coal alleys are different; he was actually involved in the litigation involving the coal alley on Northwest Front Street. They were considered private property and not public streets. These requests involve public property. Because there is no ordinance in Milford, the default is the state statute which is very cumbersome and took a great deal of time and legal work.

Mr. Rutt noted there are numerous municipalities in Delaware with property abandonment ordinances that allow the town to handle it through a resolution. It is then filed with Superior Court which is a much simpler process.

Mr. Rutt asked for a motion that the mayor be permitted to sign the quitclaim deeds and that their filing is subject to payment of the expenses as noted in the resolution by the recipients of the property.

Mr. Pikus moved to authorize Mayor Shupe to sign the quitclaim deeds associated with the abandonment of portions of Evans Street and West Clarke Avenue to be deeded to Seawatch International and Harold and Mary Roberts and Jean Chodkowski as described in the deed and associated expenses paid, seconded by Mr. Brooks. Motion carried.

Mr. Carmean confirmed that the city solicitor will be preparing an ordinance to be presented to city council. Mr. Rutt said he has copies of ordinances from other municipalities and will use the one he feels is most appropriate.

MONTHLY FINANCE REPORT

Finance Committee Chairman Pikus reported that through the first month of Fiscal Year 2014-2015 with 8.3% of the fiscal year having passed, 7.9% of revenues have been received and 7.4% of the operating budget expended.

Mr. Pikus referenced the decrease in electric reserves due to numerous bills that have been paid.

He also explained that from the general fund capital reserves, a line item was created for economic development. Removing the Wawa and business park sales revenues, leaves \$1,203,186 in the general fund capital reserve account and transfers those funds into the new economic development revenue account whose balance is \$1,032,164.

The only item currently being paid from this account is the \$40,000 provided annually to Downtown Milford, Incorporated. The balance of the \$144,120 budgeted this year will cover the cost of the city planner/economic development director.

He advised that the city manager is currently working on the reevaluation of our bond rating which Mr. Pikus expects to be double A.

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

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.

Mr. Pikus moved to go into Executive Session reference a pension matter (administrative position), seconded by Mr. Grier. Motion carried.

Mayor Shupe recessed the Council Meeting at 7:52 p.m. for the purpose of an Executive Session as permitted by Delaware's Freedom of Information Act.

Return to Open Session

City Council returned to Open Session at 8:12 p.m.

Administrative Position

Mr. Pikus moved to approve the matters discussed in executive session and have the contracts signed by the appropriate persons, seconded by Mr. Brooks. Motion carried.

ADJOURN

Mayor Shupe adjourned the Council Meeting at 8:14 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder