

City of Milford



AGENDA

Monthly Council Meeting

January 14, 2008

Delaware Rural Water Association Meeting Room, 210 Vickers Drive,
Greater Milford Business Park, Milford, Delaware

PUBLIC HEARING - 7:00 p.m.
City's General Obligation Bonds, Series of 2008
Adoption of Resolution

REGULAR MEETING - 7:30 p.m.

Call to Order - Mayor Joseph R. Rogers

Pledge of Allegiance

Invocation

Approval of Previous Minutes

Recognition

Monthly Police Report

City Manager's Report

Committee Reports

Communications

Unfinished Business - City of Milford and Milford Boys and Girls Club License/Agreement

- New Business
- Adoption of Resolution/Final Authorization of Borrowing
 - Adoption of Resolution/Setting Date for Special Election
 - FY 2006-2007 City of Milford Audit
 - Proposed Historical District Ordinance
 - Green Energy Program/Grant Request/Don Keen on behalf of My Bambino
 - Appointment of Special Election Board, Presiding Officer and Election Clerks fo 2008 Special Election
 - 2008 City of Milford Residential Survey
 - City of Milford Planning Commissioner Appointments

Monthly Finance Report

Executive Session

Adjourn

Executive Session
Reference Personnel Matter

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.



CITY MANAGER'S REPORT

January 14, 2008

PLEASE PLAN TO ARRIVE EARLY MONDAY NIGHT AT RURAL WATER WITH YOUR LAPTOP TO ALLOW TIME FOR SETUP.

ADMINISTRATION

I am meeting with our Construction Manager to discuss some matters concerning renovations at City Hall. He will provide updates on our costs of construction and scheduling.

We have hired Don Williams as the new Code Enforcement official. He will attend the council meeting so that I may introduce him to Mayor and Council.

ELECTRIC

While crews are not as busy with subdivision build outs, they are making repairs and upgrades to our infrastructure. Work continues on projects such as Lighthouse Estates and The Ponds at Milford.

STREETS AND SOLID WASTE

Staff members are presently working on future street projects. We should be ready to make further improvements to city streets when spring arrives. Any council members should contact David Baird or me with any areas that should be considered.

Respectfully submitted,

Richard D. Carmean
City Manager

CITY OF MILFORD

DELAWARE



“THE GARDEN CITY OF TWIN COUNTIES”

OFFICE OF THE CHIEF OF POLICE
E. KEITH HUDSON

400 N.E. FRONT STREET
MILFORD, DELAWARE 19963
(302)422-8081 FAX (302)424-2330

TO: Mayor and Members of City Council

FROM: E. Keith Hudson, Chief of Police

DATE: January 9, 2008

RE: Activity Report/December 2007

=====

A total of 286 arrests were made by the Milford Police Department during December of 2007. Of these arrests, 102 were for criminal offenses and 184 for traffic violations. Criminal offenses consisted of 24 felonies and 78 misdemeanors. Traffic violations consisted of one (1) Regular Duty Radar, 18 Drunk-Driving charges, 25 Special Duty Radar and 140 other.

Police officers investigated 49 accidents during the month (4 personal injury and 45 property damage) and issued 150 written reprimands. In addition, they responded to 794 various complaints including city requests and other agency assistance.

A total of \$8,736.25 was collected in fines during December.

Eleven False Alarm Violation Citations were issued during the month of December.

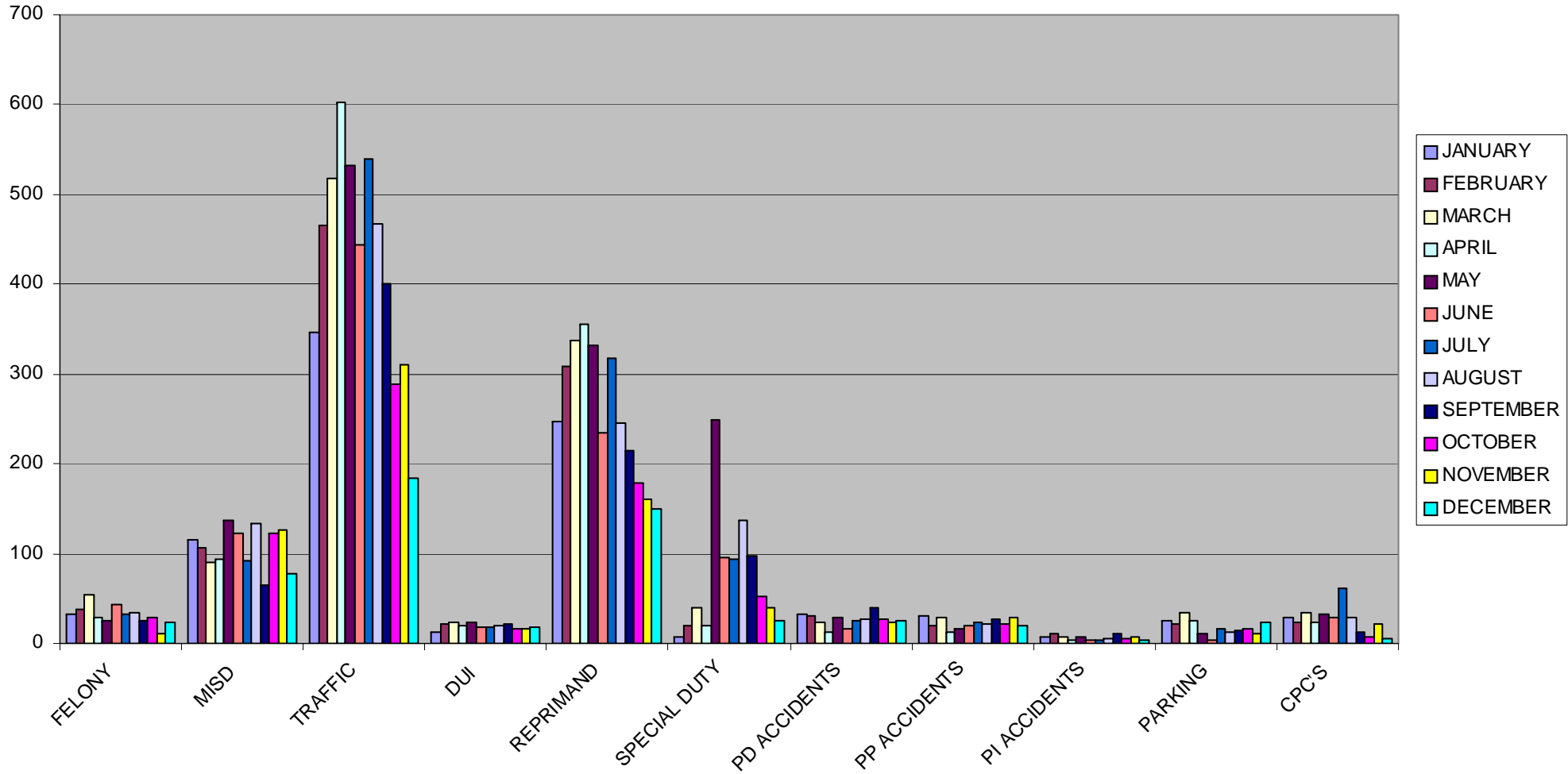
EKH

vrk

DECEMBER ACTIVITY REPORT

	<u>DEC.2006</u>	<u>TOTAL 2006</u>	<u>DEC. 2007</u>	<u>TOTAL 2007</u>
<u>Complaints</u>	803	9814	794	10033
<u>Criminal Arrests</u>	152	1754	102	1665
Felonies	57	520	24	378
Misdemeanors	95	1288	78	1286
<u>Traffic Arrests</u>	193	5203	184	5099
Regular Duty Radar	5	1162	1	1005
D.W.I	17	198	18	228
Special Duty Radar	11	1129	25	876
Other	160	2734	140	2990
<u>Reprimands</u>	248	3018	150	3084
<u>Accidents</u>	62	616	49	655
Personal Injury	7	94	4	74
Property Damage	55	522	45	581
Fatal	0	2	0	0
<u>Parking Summons</u>	10	193	23	217
<u>Crime Prevention Checks</u>	15	384	6	307
<u>Fines Received</u>	\$13,581.40	\$169,341.86	\$8,736.25	\$171,005.30

DECEMBER 2007





DELAWARE SOLID WASTE AUTHORITY

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

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

Board of Directors

Richard V. Pryor
Chairman
Ronald G. McCabe
Vice Chairman
Theodore W. Ryan
William J. DiMondi
Timothy P. Sheldon
Tonda L. Parks
Stephanie L. Hansen

December 4, 2007

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

Dear Richard:

Enclosed please find the 'Recycle Delaware' numbers for the month of October 2007 for the City of Milford. You will be able to see the savings the City of Milford receives from sponsoring the 'Recycle Delaware' program.

Also enclosed is a summary of the curbside program.

Sincerely,

Rich Von Stetten
Sr. Manager of Statewide Recycling

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

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

CITIZENS' RESPONSE LINE: 1-800-404-7080 www.dswa.com

RD SITE TOTALS

CITY OF MILFORD October-07	JUNK ML	ONP	PLASTIC	CLEAR	BROWN	GREEN	OCC	CANS	TOTAL	USED OIL
LOCATION	LBS	LBS	LBS	LBS	LBS	LBS	LBS	LBS	LBS	LBS
MARSHALL ST	4,164	56,263	4,610	2,978	752	1,451	9,843	3,040	83,101	400
MILFORD COMMONS	2,550	7,162	1,219	792	245	330	3,517	1,013	16,828	
TOTAL POUNDS	6,714	63,425	5,829	3,770	997	1,781	13,360	4,053	99,929	
TOTAL TONS	3.36	31.71	2.91	1.89	0.50	0.89	6.68	2.03	49.96	
AVOIDED USER FEE	\$206.46	\$1,950.32	\$179.24	\$115.93	\$30.66	\$54.77	\$410.82	\$124.63	\$3,072.82	

MILFORD CURBSIDE PROGRAM

10/4/2007	1022	1593	20,280	64%	19.84
10/11/2007	855	1602	18,500	53%	21.64
10/18/2007	925	1613	18,300	57%	19.78
10/25/2007	950	1617	19,500	59%	20.53
OCTOBER TOTALS	3752	6425	76,580	58%	20

From: Robin Griffith

To: Terri Hudson

Subject: Message to SCAT from Town of Georgetown

Sent: Thursday, January 10, 2008 3:45 PM

Cc: 'Annie Williams'; 'Jim Fuqua'; 'Tim Willard'; sforney@juds.com; Robin Griffith; debbie_pfeil@urscorp.com; robert.robinson.jr@verizon.net; 'Dean Rubino'; mrubino@insurancechoices.com; chuck@integratpa.com; 'Stuart Lindner'; edward.donahue@mfsllc.com; hgeary@tricegeary.com; lisa.fitzgerald@de.usda.gov; bmeade@wilmingtontrust.com; mmurphy@fult.com; jjohnson@delawarenational.com; glenn.hastings@state.de.us; jniezgoda@mail.dot.state.de.us; greg.pope@state.de.us; frank@inclind.com; myersp6412@verizon.net; elambden@comcast.net; Harold Godwin; 'norma elliott'; 'Sherry Anderson'

Subject: Frank Adams - Finance Director, Town of Georgetown

It is with a heavy heart that I inform you of the sudden passing of Frank Adams, Finance Director – Town of Georgetown. We do not have any further information at this time – as information becomes available, it will be shared with you.

Please keep Frank and his family in your thoughts and prayers.

Gene Dvornick
Town Manager
Town of Georgetown
39 The Circle
Georgetown, DE 19947
O: (302) 856-7391
F: (302) 856-6348



Downtown Milford, Inc.
P.O. Box 903
Milford, DE 19963

Office at 7 S. Washington Street
302-839-1180

December 14, 2007

City of Milford
Attn: John Workman
402 Woodland Drive
Milford, DE 19963

Dear John:

Thank you for your participation in the Second Annual Holiday Stroll! The DMI office has received positive feedback about this event and we truly appreciate your efforts.

It was great seeing the City of Milford and Chamber of Commerce for Greater Milford working together to bring life into one of our vacant buildings. You really added to the event with your costumes and were a tremendous benefit to neighboring business, The Bed Chambers.

I welcome any feedback about this year's event. The next merchant meeting will be held Tuesday, January 29th at 9:00 a.m. at Riverfront Café. Please mark this date on your calendar as we will be reviewing events from 2007 and planning the promotions calendar for 2008.

Sincerest thanks and best holiday wishes,

Beth

Beth Durham
Executive Director

Website: www.DowntownMilford.org

***Downtown Milford, Inc. is a non-profit organization
(as defined by Section 501(c)(3) of the Internal Revenue Code of 1986)***



Downtown Milford, Inc.
P.O. Box 903
Milford, DE 19963

Office at 7 S. Washington Street
302-839-1180

Mr. Richard Carmean
City of Milford
201 South Walnut Street
Milford, Delaware 19963

RE: DOWNTOWN MILFORD, INCORPORATED, ALLOCATION

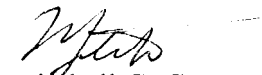
Dear Richard:

On behalf of Downtown Milford, Incorporated I wish to thank the city council for its generous allocation of \$10,000 to DMI. The continuing partnership between the city and DMI, evidenced also by the city's support of our Main Street application, is one envied by many similar downtown civic organizations in other communities.

DMI is in the process of adopting its budget for 2008 and requests that the allocated funds be forwarded this month. That amount will be used solely for office and personnel.

Thank you for all you personally have done as city manager to help revitalize Milford's downtown.

Sincerely,


Mitchell G. Crane
President

Website: www.DowntownMilford.org

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(as defined by Section 501(c)(3) of the Internal Revenue Code of 1986)***



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Wind farm proposal on hold

By AARON NATHANS, The News Journal
Posted Tuesday, December 18, 2007 at 10:50 am

An off-shore wind farm proposal has been put on hold as four state agencies tabled the proposal in [Dover](#) this morning.

Natural Resources secretary John Hughes said the agencies could not achieve consensus on the proposal. He said he hopes to schedule another vote at a later date.

The stalemate means the wind farm proposal lost what could have been its best opportunity for passage.

Public Service Commissions Chairwoman Arnetta McRae declined to comment or take questions after the decision.

"I'm glad it's not dead yet," Commissioner [Dallas](#) Winslow said. He said representatives of state agencies and the legislature would have to decide whether or when to bring the issue back for another attempt at a vote.

"I would say it's probably up to the legislature now," Commission member Jaymes B. Lester said.

Contact Aaron Nathans at 324-2786 or anathans@delawareonline.com.



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Posted by: hartlyboy- Tue Dec 18, 2007 12:21 pm

They went a step too far when the idea was tied to making all residents pay for this deal. If it is a DelMarva Power problem it shouldn't be dumped on Co-Op members and others who buy power from different sources. I think it was also wrong to force it on DelMarva if they felt it didn't make good business sense. The PUC doesn't have a good track record

on making business decisions, -their last big effort ended up in a 59% rate increase.

Oh, and about those 4 lane roads going east to west in the lower counties? Fuggedaboutit . The dingbats who approved Rte 1 destroyed the lower counties by giving the developers a funnel for people to pour in. We sure as %\$^& don't need any more of that!

Posted by: JAustinRB- Tue Dec 18, 2007 12:03 pm

Actually, that there is cheaper on shore power is a myth. There aren't that many real projects, and as the best sites go first the cost of the later ones go up. The one real alternative for comparison is the offer from WGES. The PPA from Bluewater works out slightly cheaper on a KWH for KWH basis, but a few dollars under the PPA more because more than the 20% renewable energy required by law is initially provided. That is why I thought it was a good deal.



Posted by: CoachRoy- Tue Dec 18, 2007 12:00 pm

Yes, there is no longer a Santa Clause in Dover - at least for projects needing massive funding by Delaware residents.

Now if we could just get some 4 lane roads running East and West in Kent and Sussex Counties, and a realization by the powers that be that the taxpayer is not a bottomless well, and that there is no way we mere humans can effect climate change, life would be sweet.

What we really need is a law that says a sitting senator or congressperson can't run for a higher office without resigning. Maybe Joe would stay home and take care of Delaware for a change....

Posted by: Aurora- Tue Dec 18, 2007 11:22 am

Boo-freaking-hoo. If Bluewater really believed in this project as anything but a science experiment, they'd have investors to pay for the start up on this and sell the electricity on the open market. Instead they want the citizens of Delaware to bear the cost of this idea. I can just see how expensive this will get when the salt air and water corrode all the parts of the windmills. I'm not sorry to see this tabled at this time. Clean energy CAN be purchased from other companies at less cost.

<http://www.delawareonline.com/apps/pbcs.dll/article?AID=/20071218/NEWS/71218028/1006>

<http://www.delmarvanow.com/apps/pbcs.dll/article?AID=200771218015>



[HOME](#) > [Business](#)

Decision on wind project is due today

Agencies will decide whether Delmarva must sign Bluewater contract

By AARON NATHANS, The News Journal
Posted Tuesday, December 18, 2007

After months of proposals, concessions, public comment and back-and-forth bickering, four state agencies are expected to cast a decisive vote on whether to move forward with a proposed wind farm off the coast of Rehoboth Beach.

The Public Service Commission will first decide whether to order Delmarva to sign a 25-year power [purchase agreement](#) with Bluewater Wind, or let the project perish.

A key element of the decision will be whether to spread out the costs to all Delmarva [customers](#), or even to all of the state's electricity users. Doing so would reduce the premium each user would have to pay.

But representatives of the state's smaller utilities bristled at the notion they might be roped into the contract. And some observers said that if such efforts require legislative approval, it would be the kiss of death for the wind farm.

The contract as it stands applies only to Delmarva standard offer service customers, who are largely residential and small-business customers.



The 3.6-megawatt wind turbines of the Arklow Offshore Wind Farm in the Irish Sea near Arklow, Ireland. Bloomberg News

Bluewater goes into today's meeting with the powerful backing of the PSC staff, which has recommended approval of the contract, subject to spreading out the costs to all Delmarva customers.

If the agencies want to make Delmarva's large business customers join in the wind power purchase, it would require a relatively straightforward procedure: the Public Service Commission would hold another hearing and approve a surcharge on all Delmarva customers.

With 297,663 customers in Delaware, Delmarva is the largest utility in the state, and serves as the default provider for most of the state's customers. But the state has other, smaller utilities.

There's the Delaware Electric Cooperative, with 68,000 members in Kent and Sussex counties. And nine municipalities, including Newark and Dover, have their own utilities as part of the Delaware Municipal Electric Corporation

Decision-makers are considering whether to make those electricity users buy the wind power as well.

In order to make that happen, the Legislature would have to pass a law. Delmarva officials have said that if the wind power contract goes forward, no contract should be finalized before the Legislature figures out how to spread costs statewide.

But if the agencies made such legislative approval a condition of the wind farm contract, it's unlikely to advance, said Patrick McCullar, president and CEO of the Delaware Municipal Electric Corporation.

"They believe their opportunity to kill the project, which has been their goal from day one, is greatly enhanced if they get it back in the hands of the Legislature," McCullar said of Delmarva.

McCullar's group represents the nine municipal utilities, which also include New Castle, Middletown, Smyrna, Seaford, Lewes, Clayton and Milford. His member utilities "are already a part of this project as of May 2007, so there is no need for the state to mandate our participation."

To date, the municipalities are the only utility in the state to sign a contract with Bluewater Wind.

"We're waiting for everyone else to get on board," said McCullar, who said his organization signed the contract to promote stable prices and environmental stewardship. It was under no obligation to do so.

The municipalities have some of the biggest industrial customers in the state, including DuPont, the [University of Delaware](#), Kraft Foods and Dover Air Force Base, McCullar said.

"We haven't heard anything negative from them," McCullar said, referring to his industrial customers.

Nobody has contacted the Delaware Electric Cooperative to discuss the possibility of spreading costs to its members, Bill Andrew, its president and CEO, said Monday.

Andrew urged the agencies to leave his organization out of any solution.

The cooperative has long-term power supply contracts in place, including contracts that provide it with nuclear power through 2028, he said. The co-op has an ownership stake in that [power plant](#), in central Virginia.

"We have processes, [contracts](#), and ownership in place to meet the power supply needs for our members for many years to come," Andrew said. "We're a lot different from Delmarva."

Andrew said his members have consistently paid the lowest rates in the state.

Forcing the cooperative to join in the Delmarva contract risks eliminating its price advantage, Andrew said.

"Our [business plan](#) is working for our membership," Andrew said.

Contact Aaron Nathans at 324-2786 or anathans@delawareonline.com.

What's the issue?

Four state agencies are expected to vote today on whether to direct Delmarva Power to sign a 25-year agreement to purchase wind power from Bluewater Wind. The power would come from a new, 150-turbine wind farm off the coast of Rehoboth Beach.

Where's the hearing?

The agencies will meet at 10 a.m. in Dover at Wesley College's Wells Theater, located in Slaybaugh Hall. The address of Wesley College is 120 N. State St., Dover.



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Posted by: PK1- Tue Dec 18, 2007 10:54 am

I don't think the PUC and/or the lawmakers should be able to force ANY company to sign onto this ideal. I'm all for alternative energy and I would have like to have seen geothermal explored a little more, but if wind is what is being used then ok, but don't force the electric companies to buy the energy. If Bluewater Wind wants to build off of our shores, that's fine, they are a company too and let them take the risks that are involved in any company that wants to expand. But don't force other companies to buy your product. I thought we lived in a country where free enterpise was the key to our whole economy, or maybe I'm thinking of another country. 😞

Posted by: Soy Nog- Tue Dec 18, 2007 10:51 am

I'm really tired of Delmarva Power lying about their potential competition, using their distribution arm to stifle competition in the generation area, having their vp write a letter to the editor without mentioning his employer, leaning on DP employees with live in Rep Kowalko's district, and having employees post comments in these discussion while on the clock. 🙄

That doesn't mean the wind farm is a good or bad idea, just that DP is terrible.

If the wind farm can help save the environment while giving reasonable costs to consumers, let's do it. If not, let's not.

🙄 The main thing is to ignore all the noise and distractions from DP.

PHI=Pepco=Conectiv=AC Electric=Delmarva Power

Posted by: JAustinRB- Tue Dec 18, 2007 9:48 am

Who's making noise about spreading costs?
Who wants all to pay for the benefits that the wind project would bring?
Who does not want in state competition?
Who hated HB-6 from day one?
Delmarva/Conectiv/PHI

We all know what this is about. The public has been way ahead of the politicians on this one.

Posted by: tyler- Tue Dec 18, 2007 8:54 am

Other countries that use wind power are realizing it is not efficient enough to justify the cost. There is already many examples of wind power farms in areas, and before you make this decision, look at what is happening in other areas. We need to have an alternative to the existing power, but wind power is not the answer. It is all hype and companies will profit, not the consumer.

Posted by: seminolez- Tue Dec 18, 2007 8:42 am

😄 Yeahhhhhh maybe a step into a better future.
As for the nay sayers, get your horse and buggies ready to go get the ice block for your ice boxes.
Look to the future people ----open your eyes and ears and sense the bright future.

Posted by: Hartlyboy- Tue Dec 18, 2007 8:15 am

90% of the public has done it's homework??! What BS! 90% of the public couldn't tell you what this whole boondoggle is all about. Not even half the 'public' VOTES for cryin out loud. Stop trying to make this farce into anything like an informed decision by the people who will have to pay for it. The politicians are pushing an agenda for a squeaky wheel bunch of elitists who feel they know what is best for everyone. The idea that the PUC or any other agency should be able to force a business like the Del Elec Co-Op to sign on to this is really frustrating. We voted to get away from the PUC and they no longer have regulatory power over us but are still trying to screw us into paying for your feel good project.

Posted by: Delpatriot- Tue Dec 18, 2007 7:42 am

I guess the rest of the world is wrong about offshore wind, and you are right. Fortunately, 90% of the public have done their homework, they understand the risks and the benefits. The experts on the project say the risks can be managed. This is a national security and economic issue as much as an environmental issue. The public is ready to rumble if a few legislators stop the project.

Posted by: Lville- Tue Dec 18, 2007 7:17 am

This decision was made long ago, stop BS'ing us. We know we are going to be paying for a pile of junk in the middle of the ocean.

<http://www.delawareonline.com/apps/pbcs.dll/article?AID=2007712180324>

<http://www.delmarvanow.com/apps/pbcs.dll/article?AID=200771218013>

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Our Readers' Views

Posted Tuesday, December 18, 2007

LETTERS TO THE EDITOR

Bluewater's project costs are being misinterpreted

It amazes me that this newspaper, which generally informs people, continues to promote and obfuscate with respect to Bluewater Wind.

Bluewater announced a decrease in the price in the latest power purchase agreement, when the actual price increased from \$116 to \$125. The News Journal focused on the price change on one of the three parts of the price.

The newspaper focuses on the additional cost per month of some mythical and inaccurate measure at around \$6. The more likely increase is \$22. By the way, these are wholesale prices not retail.

The price of wind from the grid is \$86 per megawatt. For offshore wind from Bluewater, it is \$125.

Offshore wind is generally agreed to cost 50 percent more to build, and 500 percent more to maintain. Because it is so costly, the General Assembly is either going to tax those who don't use this expensive power or take away rights given during deregulation.

In addition, it intends to force Delmarva Power to sign a contract with Bluewater if they don't voluntarily agree. Not only are [businesses](#) going to pay for power they don't receive, involuntary contracts are now part of the business environment.

On top of this is a new carbon tax to provide money for those in government who are intent on making people poor while they pursue their social agenda.

A carbon tax, the wind farm tax and expensive power will have no impact on air quality or [health](#) in Delaware. A better approach would include energy-sensitive building codes, energy audits at occupancy, and better education about energy use.

Ed Ratledge, Newark

Bluewater Wind project should not be rushed

Philosophically I support going green. But not enough due diligence has been done to merit moving so quickly with the Bluewater Wind project.

This rush that came from the General Assembly's deregulation of public utilities is history repeating itself. We can ill afford another debacle.

Have the developers done appropriate geological studies of the site, demonstrating its feasibility? I don't believe they have had time enough since they made their first proposal.

Before they rush into a contract, we must take the time to do this right. Delaware is considering a proposal that could have a dramatic impact on electric customers.

I strongly support the use of renewable resources, especially wind, to supply electricity. But this particular proposal is not in the best interests of electric users.

Francis P. Giofre, Wilmington



[Post a Comment](#) [View All Comments](#)

Posted by: Soy Nog- Tue Dec 18, 2007 11:41 am

Anyone know more about Ed Ratledge's involvement with this issue? He has testified at several hearings as an expert witness when the other people were clear on Bluewater or DP's dime but he never said why he was there. And his presence wasn't self explanatory.

Ratledge is a professor at the UofD and is the Director of the Center for Applied Demography and Survey Research. The University has asked him to comment without his professional titles if he is addressing engineering and economic aspects of the project. He can use his titles if he is commenting on future demand for electricity based on demographics or commenting on public opinion about the project though. In other words, the UofD is not stifling his comments but he can only be an expert witness if he is in fact an expert. 😊

Posted by: StigRodent FreedomFighter- Tue Dec 18, 2007 10:37 am

Funny - the News * is now posting anti-Bluewater letters after suppressing them through the months of negotiations. F-ing crap news paper.

Posted by: hartlyboy- Tue Dec 18, 2007 8:43 am

Ratledge, Giofre, enough about this Bluewater thing. Don't you understand that logical, thought-out positions like yours run counter to the swelling chorus of the vocal minority that just want to plug us all in to the water windmill boondoggle and go back and sip carrot juice, knowing they have saved the planet? After all, they will only pay a tiny fraction of the cost of their agenda. The rest of the sheep in the state will pay the rest.

<http://www.delawareonline.com/apps/pbcs.dll/article?AID=2007712180318>



Public Service Commission report calls for wind power

*By Leah Hoenen
Cape Gazette staff*

Public Service Commission staff has recommended Delmarva Power move forward with a long-term contract to purchase wind power from Bluewater Wind, but it also calls for broadening the customer base that will pay the cost of building Bluewater's proposed offshore wind farm.

The staff recommends a nonbypassable charge that will spread the cost of the wind farm across all Delmarva Power distribution customers and further recommends legislation that would spread the cost across all Delaware electric consumers.

Spreading the cost over the entire customer base will reduce the cost to Delmarva Power's standard offer service customers, who use about 28 percent of power sold in Delaware but who, under the proposal, would foot the entire wind-farm bill.

With the contract price of wind power decreased 5 percent from the cost of the last proposal and the Public Service Commission's (PSC's) staff stamp of approval, Bluewater Wind's proposal to construct the nation's first offshore wind farm off Rehoboth Beach has taken another step toward approval by the state. If approved, the wind farm would supply Delaware's electricity customers through a contract with Delmarva Power.

The staff said the uncertainty of energy markets and the need for a long-term solution to energy price volatility were key to its decision.

The state hired an independent consultant to analyze the purchase agreement submitted to the PSC by Delmarva Power and Bluewater Wind on Dec. 10. The consultant found that the latest proposal is less expensive than its predecessor, even if the controversial price escalators of earlier proposal were not applied to that contract.

The consultant also found that there remains the potential for electricity generated from the Bluewater wind farm to increase the rates paid by Delmarva Power's standard offer service (SOS) customers above forecast market rates.

The staff recognized that risk in its report but pointed out that the cost to consumers had been reduced in the latest contract.

Delmarva Power has consistently argued throughout the negotiations that the wind farm would put too heavy a burden on standard offer service customers who would pay the full cost of the farm despite using only about a quarter of the state's electricity. However, due to the potential for new legislation that could spread the cost impact across a wider customer base, "the Bluewater PPA proposal presents an opportunity to reduce the rate impact over the long term," said the PSC staff in its report, released Friday, Dec 14. But, the latest proposal did not resolve the issue of fairness to the SOS customers, the staff found.

While cost was a primary concern, the staff also looked in detail at other aspects of wind power. Because it offers price stability, the staff said the Bluewater proposal fits the goals of the 2006 House Bill 6, the Electric Utility Retail Customer Supply Act, which kicked off the bidding process to supply Delaware with locally generated, cost-efficient power generation. The staff also cited the volatility of fossil-fuels markets, writing, "The Bluewater-Delmarva PPA would reduce Delaware's reliance on wholesale market prices dictated by natural gas prices, and accordingly, would dampen SOS ratepayers' exposure to price volatility." Because of price stability and environmental benefits, it would be appropriate to approve the 25-year contract if the agencies did not believe a less costly form of renewable energy could be produced in state, the staff said.

The construction of a wind farm to generate electricity would put Delaware in line with other states that are pushing for more renewable energy and would go along with some of the other actions the state has been taking to help counteract climate change, said the staff in its report. The staff cited Delaware's participation in the Regional Greenhouse Gas Initiative (RGGI), a multi-state effort to reduce carbon emissions from generating plants and July 2007 legislation requiring electricity suppliers to obtain 20 percent of their electricity from renewable sources by 2019.

The wind farm combined with a backup power source as the staff recommended will increase energy reliability as the state's demands increase. The backup facility is another source of potential risk in the deal because the backup plant will depend on the fossil fuels market, reducing some of the price stability associated with wind. Because wind does not blow at the same rate all the time, a backup facility that can generate power during times of low wind will help ensure demand is met.

The staff said the four state agencies have three options in handling the PPA, all of which will affect ratepayer equity, price stability, and climate change, among other issues. The agencies can approve or deny the proposal, approve the document but append conditions, or deny the proposed contract and review Bluewater's proposal with other renewable energy supply options.

Delmarva Power would like to see Bluewater's bid compared to contracts from providers of on-shore wind power to examine cost-effectiveness. In its report, the staff cited a

report issued by Babcock and Brown, owners of Bluewater Wind, in which offshore generation was said to cost 50 percent more than onshore generation. In its written comments regarding the PPA, Delmarva Power said it has no objection to green power, but “an objection to overpriced, risky, and unproven offshore wind generation.” Other renewable energy sources, including onshore wind generated in other states, would provide Delmarva Power customers the same environmental and cost benefits at less expense, said Delmarva Power.

The PSC, the Office of Management and Budget, the Energy Office and the Controller General are scheduled to meet at 10 a.m., Tues., Dec. 18, in the Wells Theater of Slaybaugh Hall at Wesley College in Dover to decide whether to approve the PPA and what modifications if any to make or to redirect the process.

Contact Leah Hoenen at leah@capegazette.com

<http://www.capegazette.com/storiescurrent/200712/windpowercall121407.html>

CAPE GAZETTE



"The Price of Liberty  is Eternal Vigilance"

Letters to the Editor

Offshore wind farm preferable

Recent arguments being offered in the debate regarding the efficacy and cost effectiveness of offshore wind power generation as compared to purchase of land-based wind power can be somewhat misleading and result in inaccurate interpretations being drawn by the public.

Some of the particular points offered center on the unrealistic proposal that there is sufficient "land-based wind power" available in this region today, or that enough will be available to satisfy the increasing demand for alternative, renewable energy generations in the future.

The speculation being proffered is that there is significantly cheaper land-based wind power available. Currently there is only 362 MGW of land-based wind power available to the multi-state regional grid. The BWW proposal would generate 450 MGW upon completion.

The reality is that insufficient supply and increased demand will drive the price of land-based wind much higher than today's prices and higher than the cost of the home-based Delaware offshore wind farm supply when it comes online in 2014. Competitively bidding, with the rest of the region, for the limited megawatts available could not possibly be more advantageous than having access to 450 MGW at a fixed and stable price guaranteed for the life of the 25-year contract.

Any comparison must also consider the fact that Delaware's Renewable Energy Portfolio Standards Alternative percentage requirements for retail electric suppliers could result in significant penalties for noncompliant energy used.

This would be a direct pass through to the ratepayer.

Combining this type of penalty with the consequences of any "carbon tax," cap and trade costs (also a rate pass through) could skyrocket the bidding price of alternative energy throughout the entire regional market ensuring that buying land-based wind power would cost dramatically more than the proposed local merchant-based supply available with a successful offshore wind farm off the coast of Delaware.

Rep. John Kowalko
Newark

**Move forward
with wind power**

We have been supporters of the Bluewater Offshore Wind Farm Project since it was first proposed nearly two years ago. Based on Bluewater's latest contract proposal, it is clear that this will be a cost-effective renewable energy source for Delaware for decades to come, which promises stable prices in a zero pollution environment. This contrasts starkly with the potential future price increases likely to occur with the NRG coal-burning plant at Indian River and the Conectiv plant in New Castle County. More importantly, unlike offshore wind power, both coal-burning plants are major pollutants negatively affecting the quality of Delaware's air, soil and water, causing major health problems and significantly contributing to the increasingly serious global warming situation.

Thus, we urge the Public Service Commission and associated state agencies to vote now to move forward with the Bluewater Wind Project and to order Delmarva Power to sign a longterm power contract with Bluewater. There is no longer any excuse for further delays. We further urge Gov. Minner to take immediate steps NOW to make Continued from page 6 this possible as there is no reason to wait for the Legislature to act. This is the governor's legacy for Delaware.

Vivian and Bob Barry
Lewes

<http://www.capegazette.com/pages/editletters.html>

[HOME](#) > [Business](#)

Bill would expand nuclear loan program

Congress moves to increase funding for new reactor construction

By DAN CATERINICCHIA, Associated Press

Posted Tuesday, December 18, 2007

WASHINGTON -- Lawmakers agreed Monday to increase funding for a loan program to guarantee up to 80 percent of nuclear-reactor [construction](#) costs -- a move designed to rally the nation's nuclear-energy revival.

The legislation contains a two-year approval of the loan-guarantee program and directs the Secretary of Energy to provide \$20.5 billion specifically for nuclear energy -- \$18.5 billion for nuclear reactors and \$2 billion for uranium enrichment -- as well as \$10 billion for renewable energy and energy efficiency and \$8 billion for clean-coal technology.

Nevada Republican Pete Domenici, ranking member of the Senate Energy and Natural Resources Committee, said the deal is part of the fiscal 2008 Omnibus Appropriations bill Congress is expected to approve this week.

"Attracting investors for clean-energy projects is challenging, so we should do what we can to help get their projects off the ground," Domenici said in a news release.

Three companies already have submitted complete construction and operating-license applications for reactors to the Nuclear Regulatory [Commission](#), but none has committed to building plants. New plant construction is estimated to cost more than \$5 billion, without a reliable loan-guarantee program.

Speaking Monday about the nation's [economic](#) health in Fredericksburg, Va., President Bush said nuclear energy was environmentally sound and new plants are needed to help satisfy increasing levels of demand. The 104 domestic operating plants currently generate about 20 percent of U.S. electricity.

"The administration is one step closer to issuing guarantees for [loans](#) for clean energy projects that will help reduce our dependence on foreign energy sources, boost economic competitiveness, and combat climate change," DOE spokeswoman Megan Barnett wrote in an e-mail.

Last month, [Dominion Resources](#) Inc. became the third company to file a complete application for a new nuclear reactor, at its North Anna Power Station in Louisa County, Va., following the Tennessee Valley Authority, which in October applied for new reactors at the Bellefonte nuclear power station near Scottsboro, Ala.

In September, NRG Energy Inc. did what no utility had done in 30 years when it submitted an application to build and operate reactors at its [Bay City](#), Texas, power plant site. Constellation Energy Group Inc. filed a partial application earlier this year for a proposed new reactor in Lusby, Md.

Loan-guarantee applicants must pay a [credit](#) subsidy, or "risk premium," representing the value of the risk of loss to the government of each particular project. But the industry's trade group did not see that as a barrier to entry.

<http://www.delawareonline.com/apps/pbcs.dll/article?AID=2007712180312>

Reminder

**DELAWARE LEAGUE OF LOCAL GOVERNMENTS
MONTHLY DINNER MEETING
JANUARY 24, 2008
SHERATON DOVER HOTEL
1570 NORTH DUPONT HIGHWAY
DOVER, DELAWARE**

SOCIAL HOUR: 6:00 P.M. - 6:45 P.M.
INFORMATION TIME: 6:45 P.M. - 7:15 P.M.
OPENING: 7:15 P.M. - 7:25 P.M.
DINNER: 7:25 P.M. - 7:55 P.M.
Program: 7:55 P.M. - 8:30 P.M.

PROGRAM:

ATTORNEY GENERAL, JOSEPH R. BIDEN III, WILL DISCUSS ISSUES THAT PERTAIN TO LOCAL GOVERNMENTS. IF YOU HAVE SPECIFIC QUESTIONS FOR THE ATTORNEY GENERAL PLEASE FORWARD TO THE LEAGUE OFFICE NO LATER THAN **JANUARY 14, 2008**.

THE FOLLOWING ISSUES WILL ALSO BE ADDRESSED AT THIS MEETING:

- 2008 LEGISLATIVE AGENDA WILL BE PRESENTED FOR LEAGUE MEMBERS APPROVAL
- ELECTION OF LEAGUE OFFICERS AND EXECUTIVE COMMITTEE
- UPDATE ON WORKER'S COMPENSATION POOL

NEXT MEETING: FEBRUARY 28, 2008

Special diets can be accommodated with 24 hours notice. **WE MUST HAVE YOUR RESERVATIONS NO LATER THAN January 11, 2008.**

Mail To: Delaware League of Local Governments
P.O. Box 484
Dover, Delaware 19903
TELEPHONE: 678-0991 FAX 678-4777

NAME & TITLE

_____ will have _____ attendees

(Municipality/County/Agency)

PLEASE LIST THE NAMES OF THOSE ATTENDING

- () Check enclosed for () dinners @ \$20.00 each
- () Please direct bill the Municipality/Agency
- () Payment will be made at the door
- () Enclosed for () dinners @ \$20.00 each

Empty rectangular box for listing names and titles of attendees.

(1-7-07)

LICENSE AGREEMENT

The GREATER MILFORD BOYS & GIRLS CLUB

And the CITY OF MILFORD

THIS AGREEMENT, made this ____ day of _____, 200____, by and between the Greater Milford Boys & Girls Club of the Boys & Girls Clubs of Delaware, a Delaware Not for Profit Corporation (hereinafter "CLUB") and The City of Milford, a Municipal Corporation of the State of Delaware and the Milford Parks and Recreations (hereinafter collectively "CITY").

WHEREAS, CLUB is the OWNER of a certain property in the City of Milford, County of _____, State of Delaware, located at _____; and further described and attached hereto as Exhibit A (hereinafter "Premises"); and

WHEREAS, CLUB operates and uses the premises to provide and offer services to the community for the benefit of children and youth in the Milford area; and

WHEREAS, CITY desires to acquire a limited use license of the property herein described for the express purpose of providing recreational programs through its Parks and Recreation Department for the benefit of children and adults in the Greater Milford area; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. LICENSE TO USE: CITY shall have the right to use the following portions of the Premises, subject to the conditions and expressions set forth herein:

- A. Gymnasium - CLUB shall provide CITY with access to the gymnasium during hours when CLUB programs are not operating. CLUB will provide a minimum of 500 hours access

annually. The precise schedule of use for the gymnasium shall be determined on a quarterly basis by the submission of a proposed schedule of gymnasium use from CITY to CLUB 60 days before the quarter is to begin. CLUB shall review CITY'S proposed schedule and make reasonable efforts to accommodate CITY'S proposed schedule. However, CITY acknowledges that its proposed schedule shall be subject to the priority of CLUB'S demands, use and schedule for the gymnasium. Accordingly, CLUB may reject CITY'S proposed schedule in whole or in part. In any event, the quarterly schedule shall be set at least 30 days before that quarter is to begin. Notwithstanding the above, in no event shall CITY receive less than 500 hours of gymnasium time per year, which times shall be offered between the hours of 6:00 A.M. - 10:00 P.M., Monday through Sunday, unless otherwise agreed in writing.

Once the CLUB has accepted a schedule from CITY, such schedule shall be signed and executed by both parties and shall be incorporated by reference into this agreement. If the parties cannot agree on a schedule before the start of the next quarter, CLUB shall provide CITY with a final schedule, which schedule shall be binding on the parties until the next quarter.

The gymnasium area subject to this Section A is described on the floor plan attached hereto and incorporated by reference herein as Exhibit B.

- B. POOL. CLUB shall provide CITY with access to the full pool during hours when CLUB programs are not operating. CLUB will provide a minimum of 150 hours access annually. The precise schedule of use for the pool shall be determined on a quarterly basis by the submission of a proposed schedule of pool use from CITY to CLUB 60 days before the quarter is to begin. CLUB shall review CITY'S proposed schedule and make reasonable efforts to accommodate CITY'S proposed

schedule. However, CITY acknowledges that its proposed schedule shall be subject to the priority of CLUB'S demands, use and schedule for the pool. Accordingly, CLUB may reject CITY'S proposed schedule in whole or in part. In any event, the quarterly schedule shall be set at least 30 days before that quarter is to begin. . Notwithstanding the above, in no event shall CITY receive less than 150 hours of pool time per year, which times shall be offered between the hours of 6:00 A.M. - 10:00 P.M., Monday through Sunday, unless otherwise agreed in writing. Club shall provide life guard requirements during City access use. Once the CLUB has accepted a schedule from CITY, such schedule shall be signed and executed by both parties and shall be incorporated by reference into this agreement. If the parties cannot agree on a schedule before the start of the next quarter, CLUB shall provide CITY with a final schedule, which schedule shall be binding on the parties until the next quarter. The pool area subject to this Section A is described on the floor plan attached hereto and incorporated by reference herein as Exhibit B.

- C. Locker Rooms - CITY shall have the right of access to the locker room area, described on the attached Exhibit B, during the times that CITY has scheduled use of the gymnasium. However, CITY acknowledges and agrees that its use of the locker room area during such times shall not be exclusive as CLUB and its members expressly reserve the right to use the locker room area at any and all times.
- D. Gymnasium Storage Space - During the term of this Lease, CITY shall be given limited access to the gymnasium storage space for purposes of storing CITY'S program equipment and supplies. The amount of space provided shall be at the sole discretion of CLUB and subject to the demands and use of the storage space by CLUB and its members. The gymnasium storage space is identified on the attached Exhibit B. CLUB shall not be held responsible or liable for lost or damaged equipment or supplies that CITY stores in the Club facility.

- E. Gymnasium Office - CITY shall have access to the gymnasium office for necessary business or emergency purposes during hours when CITY has scheduled use of the gymnasium. However, primary use of the gymnasium office shall be by CLUB. The gymnasium office is identified on the attached Exhibit B. Access to the Gymnasium Office shall include access to the telephone for emergencies or for necessary CITY business. CITY agrees to maintain an accurate, complete, and up-to-date monthly record of any long distance phone calls placed by its staff using the CLUB's telephones. Within thirty (30) days of receiving a request for payment from CLUB, CITY shall reimburse CLUB for said long distance calls as well as for any additional telephone charges due to CITY's usage.
- F. Kitchen/Refreshment/Concessions - CITY shall have access to the kitchen/refreshment/concessions area, identified on the attached Exhibit B, during any athletic tournaments, league contests or special events identified on the approved gymnasium schedule. The approved gymnasium schedule shall denote those events that qualify as "athletic tournaments", "league contests" or "special events". At all other times, the kitchen/refreshment/concessions area shall be for the exclusive use of CLUB and its members. CITY shall properly and safely maintain, operate, and leave kitchen/refreshment/concessions area clean after each use.
- G. DISPLAYS: At the discretion of the CLUB, reasonable space may be provided to CITY to promote information on Milford Parks & Recreation programs and events. Such space may include bulletin boards and room for promotional displays at such locations on or within the Premises that CLUB may deem appropriate in its sole discretion. CITY shall not display or promote such information without first seeking the written consent of the CLUB, which consent may be given or withheld in the sole discretion of CLUB.
- H. PARKING: CITY shall have access to CLUB parking spaces

identified on the attached Exhibit C, for overflow parking purposes during the hours of 6:00 A.M. to 12:00 A.M., Monday through Sunday, subject to the terms and conditions set forth herein. The parties expressly acknowledge and understand that the CLUB retains the right of entry and use to its respective parking spaces and that the primary purpose of the described parking spaces is for the benefit of the CLUB. As such, any use of the described parking spaces by CITY shall be specifically subject and subordinate to the needs and usage of the CLUB. Accordingly, any dispute as to the scheduling or usage of CLUB Parking Spaces shall be construed in favor of CLUB. CITY agrees to use CLUB Parking Spaces for vehicle parking only and exclusively, in a reasonable, careful and proper manner and will not permit any waste or nuisance thereon. CITY shall not park any vehicles in CLUB Parking Spaces that do not fit within the painted lines for each space without interference to vehicle parking in the adjacent spaces. CITY shall not allow any commercial vehicles, tractors, trailers, machinery or other such personal property to park or be stored on CLUB Parking Spaces and shall not allow overnight parking on CLUB Parking Spaces. CITY hereto agrees to comply with and obey all laws, ordinances, rules, regulations, and requirements of the State, city, or other governmental subdivision or entity in which CLUB Parking Spaces are located as it relates to the use, occupancy or nature of the said Parking Spaces.

2. **ADMISSION OF NO RIGHT OR INTEREST ACQUIRED:** It is expressly understood, acknowledged and agreed by the parties that nothing contained in this agreement shall be construed as passing, continuing, transferring or otherwise providing any interest, whether legal or equitable, to CITY in the premises.

3. **LIMITED USE LICENSE:** The parties expressly acknowledge and understand that the primary purpose, use and operation of the premises is for the benefit of CLUB and its members. As such, any use of the premises by CITY shall be secondary to and subject to the demands and requirements of CLUB'S schedule and use and shall be solely for the

purposes set forth herein. Any dispute as to scheduling or usage of the premises shall be construed in favor of CLUB.

4. TERM: This License shall begin on the first full month of a quarter (January, April, July or October) after a certificate of occupancy is issued and shall last for five (5) years thereafter unless sooner terminated as provided in this Agreement. The parties intend to renegotiate a similar license for an equal or greater term within 90 days before expiration of the initial term or any subsequent term.

5. CONSIDERATION: In consideration for the License defined in Section One (1) herein, CITY agrees as follows:

- A. Athletic Fields - CITY shall License to CLUB certain athletic fields located in Milford, Delaware, and identified by Tax Map Parcel No. _____ upon the terms and conditions of the License Agreement attached hereto and incorporated by reference herein as Exhibit D. Such terms and conditions shall include a minimum of 240 hours access each year during the months of June, July, and August; and a minimum of 400 hours of access each year from September through May of the next year.
- B. Maintenance - CITY shall maintain, at its sole expense, the grounds around the premises, including, but not limited to, grass cutting, weed control treatment, tree and shrub trimming, snow removal, application of ice melt, lawn and landscape maintenance and enhancement and other such maintenance.
- C. Scholarships - CITY shall provide, at its expense, a minimum of one hundred (100) full scholarships to CLUB members for participation in CITY'S parks and recreation programs per year distributed throughout all the Parks and Recreation programs at the City's discretion.
- D. License Fee - CITY shall pay the amount of \$50.00 per hour of gymnasium access (as defined in section 1) and \$60 per hour

of pool access. If CLUB provides Lifeguard for CITY pool use then the hourly rate shall be \$80. (as defined in Section 1).

CITY agrees to pay for a minimum of 500 hours gymnasium access annually; therefore, the minimum amount to be paid each year to CLUB by CITY for gymnasium access is \$25,000.00 which will be paid in equal quarterly installments. Once the 500 hours are exhausted, the remaining or excess hours to be paid shall be due and payable on the fifteenth (15th) day of each month for the previous month's access. If the License Fee remains outstanding for more than five (5) days after the due date, it shall be subject to an automatic late charge of five percent (5%) of the monthly fee compounded monthly.

CITY agrees to pay for a minimum of 150 hours pool access annually; therefore, the minimum amount to be paid each year to CLUB by CITY for pool access is \$9000.00 which will be paid in equal quarterly installments. Once the 150 hours are exhausted, the remaining hours payments shall be due and payable on the fifteenth (15th) day of each month for the previous month's access. If the License Fee remains outstanding for more than five (5) days after the due date, it shall be subject to an automatic late charge of five percent (5%) of the monthly fee compounded monthly.

E. Independently, the City may charge participants and spectators fees to be paid to the City regardless of the fees to be paid to the Club.

6. **EQUIPMENT AND SUPPLIES:** CITY shall be responsible for purchasing and providing its own supplies and equipment for its programs conducted on the Licensed Premises described in Section 1 herein (hereinafter the "Licensed Premises"). Such supplies shall include, but are not be limited to, first aid supplies, uniforms, whistles and other similar items. Equipment shall include, but not be limited to, basketballs, soccer balls, shin guards, volley balls, baseballs, baseball bats, wrestling mats and other similar items. CITY shall not use equipment and supplies belonging to

CLUB without written permission from CLUB'S Executive Director. Likewise, CLUB shall not use equipment and supplies belonging to CITY without written permission from CITY'S Parks & Recreation Director.

7. FACILITY KEYS: CLUB shall provide CITY personnel with keys necessary to access the Licensed Premises. CITY shall reimburse CLUB within thirty (30) days for any and all costs associated with providing said keys. CITY agrees not to issue, lend, or otherwise provide any CLUB facility key to any person who has not registered with and been approved by CLUB. CITY shall maintain an up-to-date list of individuals possessing any CLUB facility key. CITY shall arrange for criminal background checks prior to requesting and/or issuing keys to any CITY staff member, employee, officer or other person associated with CITY (paid and unpaid).

8. RECORD KEEPING: CITY shall maintain ongoing, accurate, complete, and up-to-date records and listings of dates and times when CITY staff members, employees, officers or other persons associated with CITY (paid and unpaid) work in Facility. CITY shall also keep and maintain the records required to be kept pursuant to Section 1(D) of this Agreement. CITY shall also keep and maintain the records required to report on a quarterly basis the unduplicated number of youth served in CITY-sponsored programs offered in CLUB facilities; likewise, CITY shall provide on a quarterly basis the unduplicated number of adults served in CITY-sponsored programs offered in CLUB facilities. CITY shall provide CLUB with access to any records it is required to maintain pursuant to this Agreement upon request by CLUB.

9. RULES AND REGULATIONS: CITY and all persons visiting or temporarily occupying or working in, on or about the Licensed Premises must comply with all rules and regulations adopted by CLUB (a copy of any current rules and regulations has been delivered to CITY and is attached hereto and incorporated by reference herein as Exhibit D and with such changes therein or additional rules and regulations as CLUB may from time to time adopt or prescribe.

10. TERMINATION: Either party may terminate this License, with or without cause, upon 60 days written notice to the other party. In the event that this License is terminated, under any circumstances, the License

governing the CLUB'S use of CITY fields executed simultaneously herewith shall automatically terminate. Likewise, if the License governing CLUB'S use of CITY fields shall terminate, for any reason whatsoever, this License Agreement shall automatically terminate.

11. INDEMNITY: CITY shall indemnify, defend, and hold harmless CLUB from any and all suits, claims, demands, actions, losses, or damages arising from the loss of life and / or injury or damage to person or property whatsoever by reason of or in connection with CITY's use and/or occupancy of the Licensed Premises. CLUB shall indemnify, defend, and hold harmless the CITY from any and all suits, claims, demands, actions, losses, or damages arising from the loss of life and/or injury or damage to person or property whatsoever by reason of or in connection with CLUB'S use and / or occupancy of the Leased Premises.

12. INSURANCE: Both parties at their own expense shall secure and maintain during the contract term general liability insurance which insures against claims for bodily injury, property damage, personal injury, and advertising injury arising out of or in connection with any operations or work under this AGREEMENT whether such operations are by either party, their employees, or subcontractors and their employees. The policy shall provide minimum limits of liability as follows:

- A. \$1,000,000.00 combined single limit - each occurrence
- B. \$2,000,000.00 combined single limit - general aggregate
- C. \$2,000,000.00 combined single limit - products / completed operations aggregate
- D. \$1,000,000.00 business auto liability - combined single limit
- E. \$500,000.00 worker's compensation - each accident / each employee
- F. \$3,000,000.00 umbrella excess liability insurance

The commercial general liability policy shall afford coverage for

the explosion, collapse, and underground hazards, contractual liability, and liability arising from independent contractors. The aforementioned insurance limits shall be reviewed and adjusted on a yearly basis to reflect rising costs. CITY agrees to furnish a copy of its certificate(s) of insurance or other acceptable evidence that the foregoing liability insurance is in full force and effect at all times to CLUB. CLUB shall be named as "Additional Insured" on all such insurance certificates.

13. **SUCCESSOR AND ASSIGNS:** This License Agreement shall not be transferable to any person or entity. However, the privileges and obligations of this License Agreement shall be binding upon the heirs, executors, successors and assigns of the parties.

14. **NOTICE:** All notices, requests, demands and other communications, required or permitted under this License shall be in writing, signed by or on behalf of the person giving such notice and shall be addressed to the following persons:

- A. CITY: Richard Carmean
201 South Walnut Street
Milford, DE 19963
- B. CLUB: Maria Edgerton, Executive Director; Chris Basher, Vice President of Operations

15. **DEFAULT AND REMEDIES:** Acts of default under the terms of this License shall include, but not be limited to, the following:

- A. Failure to do any act which is required by the terms of this Agreement.
- B. The commission of any act which is prohibited by the terms of this Agreement.
- C. The occurrence of any other act of default which is specified elsewhere in this Agreement.

- D. Failure to furnish, pay or otherwise provide the consideration set forth in Section ____ herein, whether in whole or in part.

In the event of an act of default, the CLUB shall have the following remedies, which shall be cumulative:

- A. Cancel and terminate this Agreement by Thirty (30) days written notice to CITY who shall thereupon surrender quiet and peaceable possession of the Licensed Premises and all keys and other personal property of CLUB to CLUB.
- B. Eject CITY from Licensed Premises.
- C. Exercise of any other remedy which may be available at law or in equity or under the terms of this License.
- D. Collect any and all costs and expenses, including reasonable attorney's fees, associated with enforcing CLUB's remedies or the terms of this Agreement.

16. CONSTRUCTION: The language in all parts of this License shall in all cases be simply construed according to its fair meaning and not strictly for or against CLUB or CITY. In no event shall this agreement be construed as anything other than a license agreement.

17. JURISDICTION: This AGREEMENT and the legal relations between the parties hereto shall be governed by and in accordance with the laws of the State of Delaware.

18. INTEGRATION: This License Agreement sets forth all the promises or representations, agreements and undertakings between CLUB and CITY relative to the Licensed Premises. There are no promises, representations, agreements or undertakings, either oral or written, between CLUB or CITY except as set forth herein. No amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by both parties. This Agreement shall be binding upon CLUB and CITY, their heirs, executors, administrators,

assigns and successors, both CLUB and CITY being duly authorized to execute the same.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

Witness

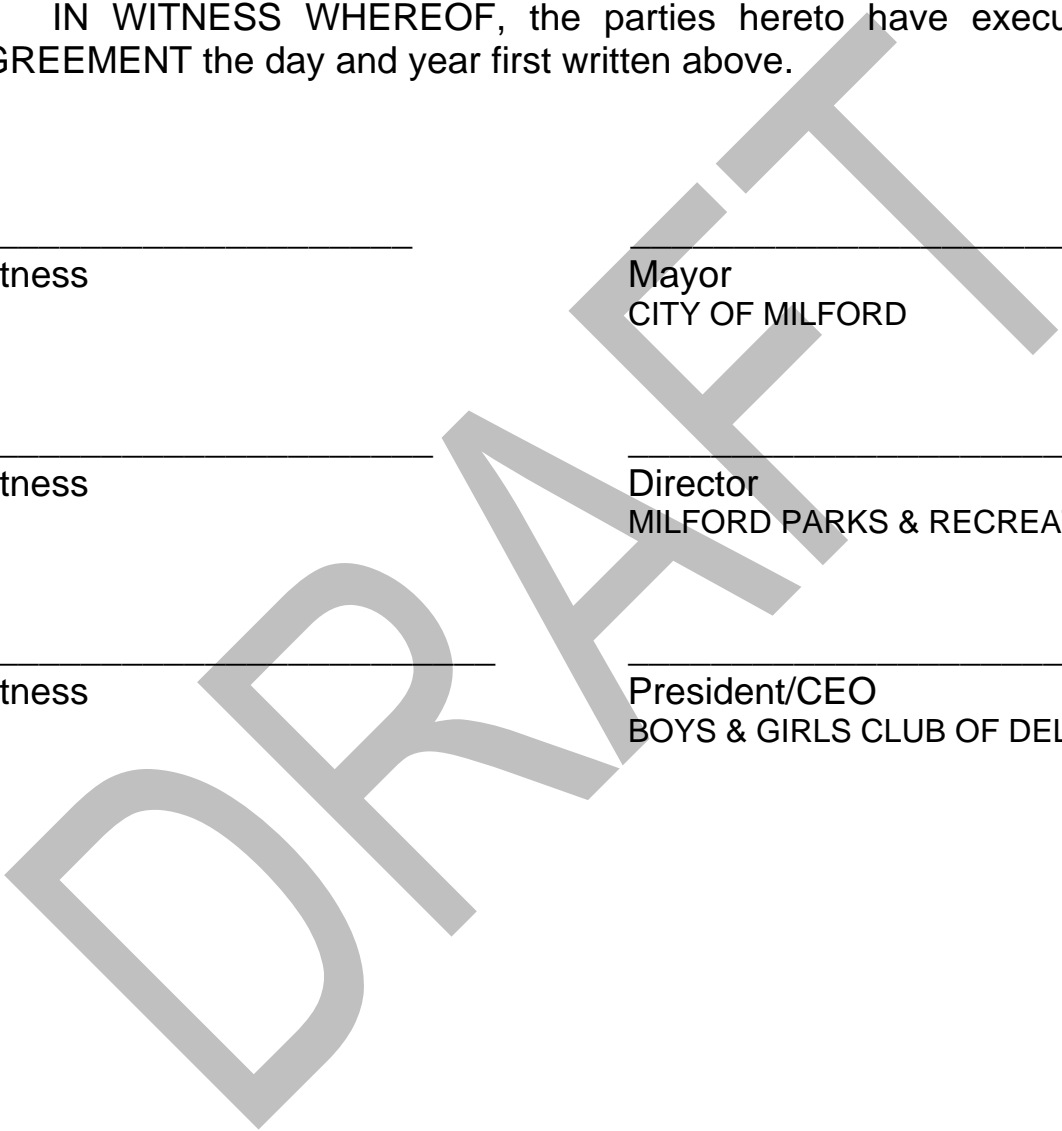
Mayor
CITY OF MILFORD

Witness

Director
MILFORD PARKS & RECREATION

Witness

President/CEO
BOYS & GIRLS CLUB OF DELAWARE



(12-26-07)

LICENSE AGREEMENT
GREATER MILFORD BOYS & GIRLS CLUB - CITY OF MILFORD

THIS AGREEMENT, made this ____ day of _____, 200____, by and between the Greater Milford Boys & Girls Club of the Boys & Girls Clubs of Delaware, a Delaware Not for Profit Corporation (hereinafter "CLUB") and The City of Milford, a Municipal Corporation of the State of Delaware and the Milford Parks and Recreations (hereinafter collectively "CITY").

WHEREAS, CITY is the OWNER of a certain property in the City of Milford, County of _____, State of Delaware, located at _____; and further described and attached hereto as Exhibit A (hereinafter "Premises"); and

WHEREAS, CITY operates and uses the premises to provide and offer recreational services to the community for the benefit of children and adults in the Milford area; and

WHEREAS, CLUB desires to acquire a limited use license of the property herein described for the express purpose of providing recreational programs and services to its members and the children and youth of the Milford area; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. LICENSE TO USE: CLUB shall have the right to use the following portions of the Premises, subject to the conditions and expressions set forth herein:
 - A. Soccer and Other Athletic Fields and Playgrounds - CITY shall provide CLUB with exclusive access to soccer and other athletic fields and playgrounds for a minimum of 20 hours per week during the months of June, July and August and a minimum of 10 hours per week during all remaining months. The precise schedule of use for the soccer and other athletic fields and playgrounds shall be determined on a quarterly basis by the submission of a schedule of use from CLUB to CITY, which proposal shall be binding on both parties.

Once CITY has received the schedule of use, such schedule shall be signed and executed by both parties and shall be incorporated by reference into this agreement. The first schedule shall be submitted to the City thirty (30) days before this agreement begins. CLUB shall furnish a new schedule of use to CITY, in writing, at least thirty (30) days prior to the expiration of the previous quarterly

schedule. The City shall grant the Club their minimum requested hours; however, the City shall approve the schedule and additional hours at its discretion and the City programs shall have a preference in scheduling times.

The soccer fields and playgrounds subject to this Section 1 are described on the plan attached hereto and incorporated by reference herein as Exhibit C.

- B. Basketball Courts and Volleyball Courts - CITY shall, at its sole expense, construct and install outdoor basketball courts and a beach volleyball court on the Premises or, subject to CLUB's approval, upon the Club's Premises, described in the attached Exhibit D. The said basketball courts and beach volleyball court shall be constructed in accordance with the plans and specifications attached hereto and incorporated by reference herein as Exhibit E.

Upon completion of the basketball courts and beach volleyball court, CLUB shall submit a schedule of use to CITY in accord with the minimum hours set forth in Section 1(A) above. **{What is Club's intent – include these facilities in minimum hours for fileds or additional hours?}** The said schedule shall be binding on the parties and CLUB shall have exclusive use of the basketball courts and beach volleyball court during the specified dates and times on the schedule of use. The first schedule shall be submitted to the City thirty (30) days before this agreement begins. CLUB shall furnish a new schedule of use to CITY, in writing, at least thirty (30) days prior to the expiration of the previous quarterly schedule.

- C. DISPLAYS: At the discretion of the CITY, reasonable space may be provided to CLUB to promote information on CLUB programs and events. Such space may include bulletin boards and room for promotional displays at such locations on or within the Premises that CITY may deem appropriate in its sole discretion. CLUB shall not display or promote such information without first seeking the written consent of the CITY, which consent may be given or withheld in the sole discretion of CITY.
- D. PARKING: CLUB shall have access to CITY parking spaces, identified on the attached Exhibit F, for overflow parking purposes during the hours of 6:00 A.M. to 12:00 A.M., Monday through Sunday, subject to the terms and conditions set forth herein. The parties expressly acknowledge and understand that the CITY retains the right of entry and use to its respective parking spaces and that the primary purpose of the described parking spaces is for

the benefit of the CITY. As such, any use of the described parking spaces by CLUB shall be specifically subject and subordinate to the needs and usage of the CITY. Accordingly, any dispute as to the scheduling or usage of CITY Parking Spaces shall be construed in favor of CITY. CLUB agrees to use CITY Parking Spaces for vehicle parking only and exclusively, in a reasonable, careful and proper manner and will not permit any waste or nuisance thereon. CLUB shall not park any vehicles in CITY Parking Spaces that do not fit within the painted lines for each space without interference to vehicle parking in the adjacent spaces. CLUB shall not allow any commercial vehicles, tractors, trailers, machinery or other such personal property to park or be stored on CITY Parking Spaces and shall not allow overnight parking on CITY Parking Spaces. CLUB hereto agrees to comply with and obey all laws, ordinances, rules, regulations, and requirements of the State, city, or other governmental subdivision or entity in which CITY Parking Spaces are located as it relates to the use, occupancy or nature of the said Parking Spaces.

2. ADMISSION OF NO RIGHT OR INTEREST ACQUIRED: It is expressly understood, acknowledged and agreed by the parties that nothing contained in this agreement shall be construed as passing, continuing, transferring or otherwise providing any interest, whether legal or equitable, to CLUB in the premises.
3. TERM: This license agreement shall begin at _____ o'clock _____.M. on _____, 2007, and shall terminate at _____ o'clock _____.M. on _____, 20____, unless sooner terminated as provided in this Agreement.
4. CONSIDERATION: In consideration for the License defined in Section One (1) herein, CLUB agrees as follows:

CLUB FACILITY - CLUB shall license to CITY the right to use portions of its facility and premises located in Milford, Delaware, and described in the attached Exhibit D, upon the terms and conditions of the License Agreement attached hereto and incorporated by reference herein as Exhibit F.
5. SUPPLIES: CLUB shall be responsible for purchasing and providing its own supplies and equipment for its programs and activities conducted on the Licensed Premises described in Section 1 herein (hereinafter the "Licensed Premises"). Such supplies shall include, but are not be limited to, first aid supplies, uniforms, whistles and other similar items. Equipment shall include, but not be limited to, basketballs, soccer balls, shin guards, volley balls, and other

similar items. The term “supplies” or “equipment” shall not include soccer nets or goals, basketball rims, backboards, poles or hoops, and volleyball nets or poles.

6. **MAINTENANCE**: CITY shall be solely and exclusively responsible, at its own expense, for the maintenance, repair and upkeep of the Premises and CITY shall maintain the premises in a good and reasonable condition consistent with its current state for use by CLUB.
7. **RULES AND REGULATIONS**: CLUB and all persons visiting or temporarily occupying or working in, on or about the Licensed Premises must comply with all rules and regulations adopted by CITY (a copy of any current rules and regulations has been delivered to CITY and is attached hereto and incorporated by reference herein as Exhibit G).
8. **TERMINATION**: Either party may terminate this License, with or without cause, upon 60 days written notice to the other party. In the event that this License is terminated, under any circumstances, the License executed simultaneously herewith and attached hereto as Exhibit F, which governs CITY’s use of CLUB facilities, shall automatically terminate. Likewise, if the License governing CITY’s use of CLUB facilities shall terminate, for any reason whatsoever, this License Agreement shall automatically terminate.
9. **INDEMNITY**: CLUB shall indemnify, defend, and hold harmless CITY from any and all suits, claims, demands, actions, losses, or damages arising from the loss of life and/or injury or damage to person or property whatsoever by reason of or in connection with CLUB’s use and/or occupancy of the Licensed Premises. CITY shall indemnify, defend, and hold harmless CLUB from any and all suits, claims, demands, actions, losses, or damages arising from the loss of life and/or injury or damage to person or property whatsoever by reason of or in connection with CITY’s use and/ or occupancy of the Licensed Premises.
10. **INSURANCE**: Both parties at their own expense shall secure and maintain during the contract term general liability insurance which insures against claims for bodily injury, property damage, personal injury, and advertising injury arising out of or in connection with any operations or work under this AGREEMENT whether such operations are by either party, their employees, or subcontractors and their employees. The policy shall provide minimum limits of liability as follows:
 7. \$1,000,000.00 combined single limit - each occurrence
 8. \$2,000,000.00 combined single limit - general aggregate
 9. \$2,000,000.00 combined single limit - products / completed operations aggregate
 10. \$1,000,000.00 business auto liability - combined single limit
 11. \$500,000.00 worker’s compensation - each accident / each employee

12. \$3,000,000.00 umbrella excess liability insurance

The commercial general liability policy shall afford coverage for the explosion, collapse, and underground hazards, contractual liability, and liability arising from independent contractors. The aforementioned insurance limits shall be reviewed and adjusted on a yearly basis to reflect rising costs. CLUB agrees to furnish a copy of its certificate(s) of insurance or other acceptable evidence that the foregoing liability insurance is in full force and effect at all times to CITY.

11. SUCCESSOR AND ASSIGNS: This License Agreement shall not be transferable to any person or entity. However, the privileges and obligations of this License Agreement shall be binding upon the heirs, executors, successors and assigns of the parties.

12. NOTICE: All notices, requests, demands and other communications, required or permitted under this Lease shall be in writing, signed by or on behalf of the person giving such notice and shall be addressed to the following persons:

11.1 CITY:

11.2 CLUB: Maria Edgerton, Executive Director; Chris Basher, Vice President of Operations

13. DEFAULT AND REMEDIES: Acts of default under the terms of this lease shall include, but not be limited to, the following:

10.1 Failure to do any act which is required by the terms of this Agreement.

10.2 The commission of any act which is prohibited by the terms of this Agreement.

10.3 The occurrence of any other act of default which is specified elsewhere in this Agreement.

10.4 Failure to furnish, pay or otherwise provide the consideration set forth in Section ___ herein, whether in whole or in part.

In the event of an act of default, CITY shall have the following remedies, which shall be cumulative:

10.5 Cancel and terminate this Agreement by Thirty (30) days written notice to CLUB who shall thereupon surrender quiet and peaceable possession of the Licensed Premises to CITY.

10.6 Eject CLUB from the Licensed Premises.

10.7 Exercise of any other remedy which may be available at law or in equity or under the terms of this Lease.

14. CONSTRUCTION: The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against CLUB or CITY. In no event shall this agreement be construed as anything other than a license agreement.
15. JURISDICTION: This AGREEMENT and the legal relations between the parties hereto shall be governed by and in accordance with the laws of the State of Delaware.
16. INTEGRATION: This License Agreement sets forth all the promises or representations, agreements and undertakings between CLUB and CITY relative to the Licensed Premises. There are no promises, representations, agreements or undertakings, either oral or written, between CLUB or CITY except as set forth herein. No amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by both parties. This Agreement shall be binding upon CLUB and CITY, their heirs, executors, administrators, assigns and successors, both CLUB and CITY being duly authorized to execute the same.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

WITNESS

Mayor
CITY OF MILFORD

WITNESS

Director
MILFORD PARKS & RECREATION

WITNESS

President/CEO

BOYS & GIRLS CLUB OF DELAWARE

DRAFT

City of Milford



Resolution

AUTHORIZATION TO BORROW MONEY

WHEREAS, the City Council of the City of Milford, Delaware (“Council”) has been advised that up to \$15,000,000 is required to finance the improvements associated with developing new wells, production and treatment facility, storage tower and system mapping (the “Water Project”); improvements to the Fisher Avenue pumping station and the Washington Street pumping station (PS No. 1), infiltration and inflow study and removal projects, and extension of sewer to areas currently not served by public sewer (the “Sewer Project”); the acquisition of land and construction of a new electric substation, and associated transmission line and distribution system improvements, and to complete necessary infrastructure improvements in connection therewith (the “Electric Project” and, collectively, the “Capital Improvements”).

NOW, THEREFORE, BE IT RESOLVED, and it is resolved that the City Council of the City of Milford does hereby authorize the borrowing of an amount of money not exceeding \$15,000,000 for the Capital Improvements described in the recital above through the issuance of General Obligation Bonds, Series of 2008 (the “2008 Bonds”) and the entering into of a loan with the United States Department of Agriculture (the “USDA Loan”). The average rate of 2008 Bonds shall not exceed 5.0% and the interest rate on the USDA Loan shall not exceed 5.0%. The 2008 Bonds and the USDA Loan shall be secured by the full faith and credit of the City. The 2008 Bonds shall be paid or funded by available revenues of the City. Up to \$4.500 million of the proceeds of the 2008 Bonds shall be applied to fund the Sewer Project. Up to \$5.500 million of the proceeds of the 2008 Bonds shall be applied to fund the Electric Project. The City is authorized to use a portion of the proceeds of the 2008 Bonds to pay costs associated with the issuance of the 2008 Bonds. Up to \$5.000 million of the USDA Loan shall be applied to fund the Water Project.

Mayor Joseph R. Rogers

_____/Council Secretary

Adopted: January 14, 2008

City of Milford



Resolution

WHEREAS, the City Council of the City of Milford, Delaware (“Council”) has been advised that up to \$15,000,000 is required to finance the improvements associated with developing new wells, production and treatment facility, storage tower and system mapping (the “Water Project”); improvements to the Fisher Avenue pumping station and the Washington Street pumping station (PS No. 1), infiltration and inflow study and removal projects, and extension of sewer to areas currently not served by public sewer (the “Sewer Project”); the acquisition of land and construction of a new electric substation, and associated transmission line and distribution system improvements, and to complete necessary infrastructure improvements in connection therewith (the “Electric Project” and, collectively, the “Capital Improvements”).

WHEREAS, the Capital Improvements are expected to be financed through the issuance of the City of Milford’s General Obligation Bonds, Series of 2008 (the “2008 Bonds”) and a loan from the United States Department of Agriculture (the “USDA Loan”).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL AS FOLLOWS:

1. The Council hereby proposes unto the electors of the City that an amount of money not exceeding \$15,000,000 be borrowed to finance the Capital Improvements.
2. The average rate of interest on the 2008 Bonds shall not exceed 5.0% and the interest rate on the USDA Loan shall not exceed 5.0%.
3. The 2008 Bonds and the USDA Loan shall be secured by the full faith and credit of the City.
4. The 2008 Bonds and the USDA Loan shall be paid or funded from electric, sewer, water and tax revenues of the City.
5. Up to \$4.500 million of the proceeds of the 2008 Bonds shall be applied to fund the Sewer Project. Up to \$5.500 million of the proceeds of the 2008 Bonds shall be applied to fund the Electric Project. The City will be authorized to use a portion of the proceeds of the 2008 Bonds to pay costs associated with the issuance of the 2008 Bonds. Up to \$5.000 million of the proceeds of the USDA Loan shall be applied to fund the Water Project.
6. The City Council orders and directs that a Special Election be held in the City of Milford. The purpose of such Special Election shall be for registered voters of the City to vote for or against the proposed borrowing. The Special Election shall be held at the Parks and Recreation Building, 207 Franklin Street in the City of Milford on Saturday, February 23, 2008 during the hours of 12:00 Noon and 8:00 p.m.

Mayor Joseph R. Rogers

_____/Council Secretary

Adopted: January 14, 2008

THE CITY OF MILFORD HISTORIC PRESERVATION REGULATIONS

Purpose; Definitions.

- A. These regulations are applicable to structures used for residential purposes.
- B. The purpose of this Article shall be to accomplish the following:
- (1) To assist in preserving the historic character and the historic fabric of the City of Milford.
 - (2) To safeguard the heritage of the City by preserving the elements which reflect the cultural, social, economic, political or architectural history of the City.
 - (3) To promote the use and preservation of the values as established by the City of Milford Comprehensive Plan.
 - (4) To recommend alteration or new construction in keeping with the Historic District.
 - (5) To recommend restoration rather than demolition of contributing structures or historic properties.
 - (6) To encourage the proper maintenance, preservation and, when necessary, alteration of structures in the Historic District.
- C. Definitions. In this Article, the following definitions shall be applicable unless the context clearly indicates to the contrary:

ALTERATION(S): Any activity requiring a building permit, the approval of the Building Official, and/or any change in the exterior appearance (other than maintenance) or structural change, including but not limited to construction, reconstruction, renovation, modification, alteration, moving or demolition to a non-commercial structure within the Historic District of the City of Milford.

COMMERCIAL STRUCTURE/SITE: Any structure or site which is currently used primarily for commercial activities and not primarily for residential uses.

CONTRIBUTING STRUCTURES: Structures that are judged to add to the Historic District's sense of time, place and historic development under criteria established by the HPC including historical significance, integrity and context. Such structures

are so designated because they meet an architectural test (i.e., compatible with surrounding buildings or represent an architectural style identified with the City of Milford's history) and a longevity test (more than fifty (50) years old). No buildings individually listed on the National Register of Historic Places or listed as a Historic Property within or without the designated Historic District, or those buildings that may be candidates or are currently pending for such status, will be approved for demolition unless deemed by the Building Official to be a public hazard.

DEMOLITION: Destruction, razing, commencement of the work or steps of total or partial destruction with the purpose of completing the same, includes any willful neglect in the maintenance and repair of a structure, that does not result from a financial inability to maintain and repair the structure and threatens to result in substantial deterioration of the exterior features or the structural integrity of the building.

HISTORIC DISTRICT: An overlay zoning district on the City of Milford Zoning Map designating that area of the City identified and designated as having historic importance and included in Appendix A. (Historic District Map)

HISTORIC PROPERTIES: Non-commercial structures and sites, public rights of way or areas designated by City Council as having importance in the history of the City of Milford as listed in Appendix B. These properties may be within or not within the designated Historic District (see Appendix A, to be added).

IN PUBLIC VIEW: That portion of a structure that is visible or could be visible but for a fence or landscaping from a public right of way or public or Private Street.

MAINTENANCE/REPAIR: Ordinary repairs and maintenance, including, design, materials, features or finishes of a structure which do not alter the exterior appearance of the structure and have no material effect on the historical, archaeological or architectural significance of the structure. Paint color is included in this definition regardless of the effect on exterior appearance.

MAYOR AND CITY COUNCIL: Hereinafter known as City Council.

NON-CONTRIBUTING STRUCTURE: Structures that do not add to the Historic District's sense of time, place and historic development. Such structures are so designated because they are not listed or pending to become listed on the National Register of Historic Places or do not meet either an architectural test (i.e., compatible with surrounding buildings or represent an architectural style identified with history) or longevity test (more than 50 years old). **Non-**

contributing structures will be identified by the Historical Society/Historical Society member or by a Historical Preservation Official selected by the Historical Preservation Committee.

RESIDENTIAL STRUCTURE: Any structure or site currently used primarily for residential living.

STRUCTURE: A combination of materials to form a construction that is stable, including, but not limited to: buildings, sheds, outbuildings, fences.

Historic Preservation Commission, composition, qualifications, appointment.

A. There is hereby established a commission to be called the "Historic Preservation Commission" (hereafter "HPC").

B. The HPC shall consist of seven (7) members to be appointed by the Mayor of the City of Milford, subject to confirmation by a majority of the elected members of the City Council for a term of three (3) years. The terms of the members of the HPC first appointed pursuant to this Chapter shall expire as follows: three (3) members shall be appointed for a term of three (3) years; two (2) members shall be appointed for a term of two (2) years; and two (2) members shall be appointed for a term of one (1) year. Appointments shall be made with consideration of the diverse talents and communities represented in the City of Milford; priority consideration for appointments shall be given to representatives from the field of building construction and architectural design, as well as a representative of the Milford Historical Society and the Milford Museum. At least three (3) members shall be residents of, or own property in the Historic District, and all members shall be residents of, own property in or be leaseholders of public lands within the City of Milford.

C. The City Planner shall be an ex officio member of the HPC. An ex officio member may exercise all the powers of the regular members of the HPC except that he/she shall not have a vote. No ex officio member shall hold an office on the HPC.

D. The HPC shall elect annually a chairperson, vice-chairperson, and a secretary from among its own members and may utilize experts, clerks and such other assistance that its fiscal appropriations may permit. The HPC may also appoint, by and with the prior approval of the City Council, a custodian of its plans and records who may be the City Manager or his/her designee or the City Planner.

E. The HPC shall establish its own rules and procedures and determine the times of its meetings. All meetings and actions of the HPC shall be open to the public except appropriate executive sessions. All records of the HPC shall be public except those otherwise required to be confidential.

F. The HPC shall schedule semi-monthly meetings. If no agenda items are available or requested three (3) days prior to the time of the scheduled meeting, such meeting may be cancelled.

G. The HPC will hear all applications that meet the above criteria at its regularly scheduled meetings. The Chair will establish the meeting agenda for reviewing applications according to the scope of the project in the following order: minor changes, resubmissions, major changes, and new construction or demolition. The Chair will reserve the right to modify the sequence when necessary.

Procedures.

A. Before the construction, alteration, reconstruction, moving or demolition of any dwelling, residence or related structures on property within the Historic District or on Historic Properties not within the Historic District (see Appendix A) that would affect the exterior appearance of a structure visible or intended to be visible from an adjacent public way, the owner, agent or representative proposing to construct or change shall file with the Building Official of the City of Milford an application for permission from the HPC to construct, build, alter, reconstruct, move, demolish or make the addition.

B. Actions not requiring review by the HPC. Ordinary repairs and maintenance that do not constitute a change to the appearance of the structure include:

(1) Repair of existing windows and doors, using the same material, including the installation of storm windows that will not alter the exterior appearance of the structure.

(2) Maintenance and repair of existing roof material, involving no change in the design, scale, material or appearance of the structure.

(3) Repair of existing roof structures, such as cupolas, dormers and chimneys, using the same materials that will not alter the exterior appearance of the structure. **These types of repairs and materials will be left up to the owner of the property**

(4) Replacement of existing shingles, clapboards, or other siding, maintaining the exterior appearance of the structure. These types of repairs and materials will be left up to the owner of the property.

(5) Maintenance and repair of existing shingles, clapboard or other siding, using the same materials that are being repaired or maintained.

(6) Repairs to existing shutters, fences, or retaining walls, using the same materials for those items being repaired.

(7) Change of paint color.

C. Application and approval procedures

(1) The applicant shall apply for a Building Permit; if the proposed site is in the Historic District, the Building Official will notify the applicant that his/her project must be approved by HPC (unless the project falls under Subsection B above) and will give him/her a HPC application and a "user friendly" brochure describing the application process. (To be developed)

(2) For the initial application, the applicant shall fill out the application, attach four (4) copies of plans that include a site plan along with all existing structures, changes, and elevation drawings, of the proposed change, construction, alteration, or modification including a description of the type and texture of the materials to be used for the exterior; current photographs of the property in question and of adjacent and neighborhood properties, including the streetscape of both sides of the street on which the subject property is located. An application is deemed complete when these items have been submitted. After the review process is completed, the HPC will return two (2) sets of plans to the applicant and retain two (2) for its records.

(3) The HPC will meet at regular intervals to ensure timely consideration of all applications pending before the HPC. Completed initial applications submitted to the Building Official two weeks (10 working days) prior to a regular scheduled meeting will be heard at that next scheduled meeting.

(4) The HPC shall endeavor to arrive at a decision at the first meeting at which the application is presented; however, if the HPC decides that it needs more information or time in which to make a decision, it shall either place the application on the agenda for the next meeting or schedule a special meeting. The HPC shall grant or deny the application as expeditiously as possible, but in no event later than the second meeting at which the application is on the agenda

and the applicant appears; failure to act within said time frame shall be deemed to be approval of the application as submitted; however, an extension may be granted if agreed to by both the applicant and the Commission.

(5) If, after review of the application by the Building Official, he/she determines that the proposed activity will require a variance, the Building Official shall notify the applicant and provide information on the process for application to the Board of Adjustment. If no application to the Board of Adjustment is made by the applicant within thirty (30) days after notice has been given by the Building Official, the application shall be deemed to have been withdrawn. However, if the applicant desires to have the HPC review an application prior to applying to the Board of Adjustment, the applicant shall request the Building Official to forward the application to the HPC.

(6) As its decision, the HPC may either grant approval, grant approval with conditions, or deny the application. A denial shall include the reasons that the proposal does not meet the criteria in this Article. The applicant shall have the opportunity to resubmit his/her application with modifications; such resubmissions shall meet the same requirements as the original. If the second submission of the application is denied, the applicant may either modify the application for another submission or appeal the denial to the Board of Adjustment. In no event may the HPC make recommendations for changes that will require violation of other requirements of this chapter.

(7) Written notice of the decision of the HPC will be forwarded promptly by the HPC to the applicant and to the Building Official. Upon approval by the HPC, the applicant will be advised. The notice will inform the applicant to meet with the Building Official to complete the application for a building permit. Approval shall be valid for one (1) year for the approved project; if the project is commenced but not completed before the end of that period, the owner shall apply to the Building Official for an extension that may not exceed an additional period of one (1) year.

(8) Substantive changes to the HPC approved project prior or during construction shall require review and approval by the HPC. For such changes, the applicant shall submit one (1) copy of the original application and a description of the proposed changes as well as any supporting documentation to illustrate the effect or non-effect of such proposed changes. A subcommittee of the HPC may be designated to handle the review of such changes. If, in the view of the members of the subcommittee, the changes require the attention of the full HPC, consideration of those changes shall be placed at the top of the HPC's agenda at the next regularly scheduled meeting, or at a special meeting, if appropriate.

D. Demolition. If the structure or any part thereof is deemed to be “contributing” and therefore has historic and architectural significance, no demolition may take place for up to sixty (60) days from the date the application is placed on an agenda of the HPC, during which period the HPC shall meet and discuss with the owner to find a means either to mitigate or to eliminate the demolition. The HPC shall schedule a public hearing before the end of the sixty (60) day period. A decision shall be made at the end of the sixty (60) day period; provided, however, that such time may be extended by mutual agreement of the applicant and the HPC. If the HPC finds that the structure has no historic or architectural significance or is noncontributing, the HPC may approve the application for demolition.

E. Interior features. The HPC shall consider only exterior features and shall not consider interior arrangements except to the extent that an interior alteration affecting the exterior is required by law or disability of owner or tenant.

F. Designation of Historic Properties. Owners of property outside the boundaries of the Historic District may request his/her/their property be designated a Historic Property. Before any such designation may be assigned, specific procedures, information required and recordation procedures and requirements shall have been determined. Such procedures shall include reference to the guidelines of the Preservation Office of the State of Delaware and National Register of Historic Places.

G. Appeals. Any person aggrieved by a decision rendered by the HPC shall have a right to appeal to the Board of Adjustment of the City of Milford.

Criteria; standards.

A. Criteria. In reviewing the plans for any construction, change, or demolition, the HPC shall give consideration to:

(1) Historic or architectural value and significance of the structure and its relationship to the historic value of the surrounding area;

(2) Relationship of the exterior architectural features of the structure to the remainder of the structure and to the surrounding neighborhood. Distinctive stylistic features or examples of skilled craftsmanship shall be preserved, if possible and left up to the property owner *Please review and make sure this is satisfactory to all.*

(3) General compatibility of exterior design, arrangement, texture and materials proposed to be used with other structures contributing to the established character of the Historic District of Milford;

(4) When application is made to demolish a structure of any part thereof, the impact of its removal from the area in which it is located, and its structural condition and the economic feasibility of alternatives to the proposed demolition.

(5) When application is made to move an historic structure, the potential loss of history to its original site and to the Historic District as a whole, and the reasons for not keeping the structure at its present location.

(6) The effect of the structure on the health, safety and general welfare of the City.

(7) Other factors that the HPC deems to be pertinent, consistent with the Code of the City of Milford.

(8) When owners of structures in the Historic District that have been or are designated as "non-contributing" make application to the HPC for approval for alteration or demolition, the HPC evaluation shall be based on the potential impact on the streetscape setting of the property, rather than the potential impact on the property itself. When owners of structures in the Historic District designated as "contributing structures" make application to the HPC for alteration or demolition, preserving the property will be the HPC's primary criterion in evaluating the application. The HPC may require the applicant to submit both financial and construction details in support of any proposed demolition.

(9) A proposed new structure or any alteration to an existing Historic Property shall be permitted to expand to the height and yard setbacks permitted in the underlying district.

B. Standards. A proposed new structure or any alteration to an existing structure or Historic Property shall conform to the Code of the City of Milford. The following standards shall be used by the HPC in preserving the District's architectural integrity and insuring the compatibility of new construction and alterations with the existing body of distinctive Milford's historic building styles. (The Secretary of the Interior's Regulations, "Standards for Rehabilitation" including Reference Drawings, as designated in Appendix C include broad guidelines covering rehabilitation projects of historic buildings and should be referred to in a reasonable manner, taking into consideration economic and technical feasibility. (To be included).

(1) Roofs, Pitch, Dormers and Types: The roof and the pitch of the roof shall be in keeping with traditional roof types and styles in use in Milfords in new structures and alterations. The roof types traditionally found in Milfords include:

[1] Gable including such variations as the "clipped gable" and the "saltbox";

[2] Gambrel or "barn roof";

[3] A traditionally framed mansard with dormers incorporated into the roof design; and

[4] Hip including variations on hip roofs such as "gable on hip". Any of these traditional roof types is acceptable without the need to duplicate the predominant roof type of a specific neighborhood since part of the charm of the Milfords streetscape lies in the variation of roof styles and pitches within these basic roof types. Modern variations of these roof types that clearly bear no resemblance to the traditional styles and pitches will not be approved.

(2) Roofing materials: Acceptable materials include wood, slate, metal, asphalt shingles. Repair materials shall be compatible with the existing roofing material. When a flat roof is otherwise consistent with the design criteria established in this Article, i.e., porches, decks, widow's walks or cupolas, then rubber membrane or similar material may be used.

(3) Siding material: All materials used shall be consistent with and appropriate in design, texture and other visual qualities to the style and period of the structure. Man-made siding (brick, stucco and cedar shake could all be considered man-made or manufactured) is acceptable, although, if used, it should have a traditional profile.

(4) Foundation material: The traditional type of foundation in use in the Milfords Historic District is brick or ballast stone. The use of brick, or a brick veneer over a block foundation is strongly recommended. Other acceptable materials are natural stone and pargeting (stucco) sufficient to disguise the block joints.

(5) Chimney styles and materials: Chimneys in public view should be of brick or pargeting (stucco). Metal chimneys are acceptable for use in non-public view.

(6) Porches: If a porch is to be included in new construction or alteration, it shall adhere to the height line and average depth of other porches in the surrounding neighborhood. When existing structures with traditional porches, either one of two story are renovated, owners are encouraged to preserve both the porch and

its architectural detailing. An open porch in public view that encroaches into the setback shall not be converted into living space.

(7) Windows: New structures or alterations to existing Historic Properties and construction or alterations of structures in the Historic District shall have windows that are compatible with existing and surrounding structures. Vinyl clad windows may be acceptable after review by the HPC

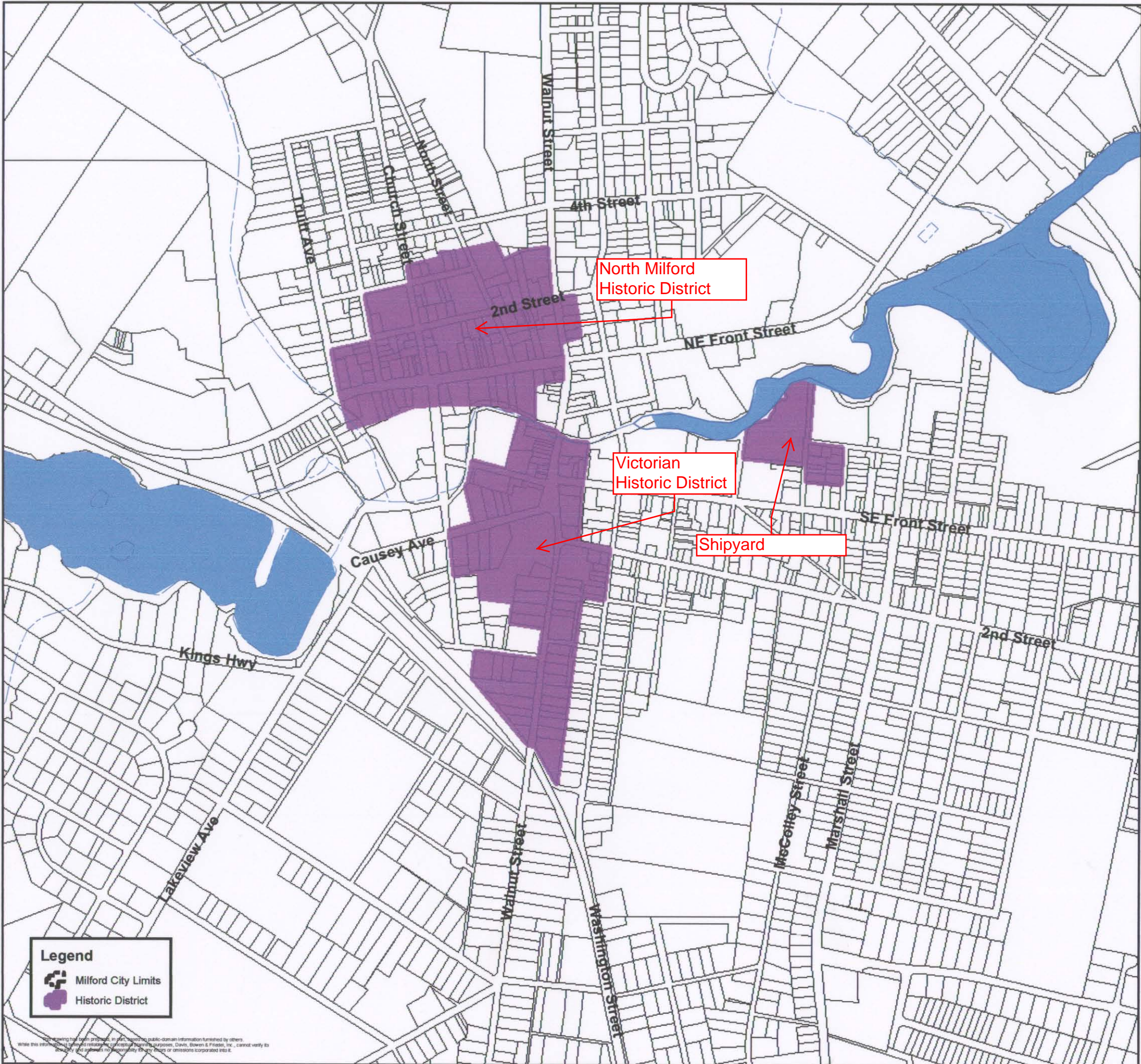
(8) Architectural details: The term "architectural details" applies to such building features as window and door trim styles, cornices, ornamental brackets, porch and entrance balustrades, porch pillars, corner pilasters, gable peak ornamentation, lattice work, traditional paneled and louvered wooden shutters and similar details. The applicant is encouraged to extend the design motif of the existing structure to any addition, and, in the case of alteration of an existing structure, the architectural details on the exterior shall be preserved.

(9) Walls, fences and gates: Materials shall be of a type compatible with the architecture of the Historic District and Historic Properties. Natural materials are recommended; chain link fences are prohibited.

(10) The current or future color of a structure of any part of the exterior of a structure in the Historic District shall not be reviewed or considered by the HPC.

(11) The HPC shall not deny the addition of items such as solar panels or other inventions that are designed to generate or conserve energy except to designate reasonable alternative design and/or placement.

(12) The HPC shall not deny any reasonable accommodation for a disability, compatible with this Ordinance; however, the HPC may suggest reasonable alternative design and/or placement.



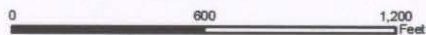
Legend

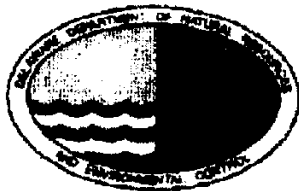
- Milford City Limits
- Historic District

This drawing has been prepared, in part, based on public-domain information furnished by others. While this information is believed reliable for conceptual planning purposes, Davis, Bowen & Friedel, Inc., cannot verify its accuracy and assumes no responsibility for errors or omissions incorporated into it.



**CITY OF MILFORD
Historic District**





**Green Energy Program
Grant Reservation Application
Geothermal Heat Pump**

Residential Commercial / Industrial

Delaware Energy Office - 146 South Governors Ave., Dover DE, 19904
Phone: 302-739-1530 - Fax: 302-739-1527

1. Purchaser Information

Name: DON KEEN

Company Name (If applicable): MYBAMING

Daytime Phone: 302 258 3346 Fax: 302 422 9064

Installation Address: 973 EAST MASTEN CIRCLE

City: MILFORD State: DE Zip: 19963

Mailing Address (If different than above): _____
City: _____ State: _____ Zip: _____

Social Security or Federal Tax I.D. (Check One) Insert Number Here: _____

Installation Address Utility: Delmarva Power Municipality (Write In) MILFORD

Installation Address Utility Account # 25105-27656 Last 12 months SEE LAST QTR KWH Usage

2. Rebate Recipient: (If other than the Purchaser)

Name: _____

Company Name (If applicable): _____

Daytime Phone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip: _____

Social Security or Federal Tax I.D. (Check One) Insert Number Here: _____

The grant recipient reduced my total system cost by the grant amount. Please transfer rebate to the above named company. I understand that I am no longer eligible for a grant on this project.

Purchaser Signature: _____

3. Contractor/Installer

Name: Hyett Refrigeration, Inc.

Company Name (If applicable): _____

Contractor License Number: De. 2000101927

Daytime Phone: 302-684-4600 Fax: 302-684-4126

Address: 26451 Lewes- Georgetown Hwy.

City: Harbeson State: Delaware Zip: 19951

4. Retailer: (If other than contractor/installer)

Name: _____

Company Name (If applicable): _____

Daytime Phone: _____ Fax: _____

Installation Address: _____

City: _____ State: _____ Zip: _____

5. System Characteristics

Installation Type: New Construction Existing Home Replacement

System Type: Open Loop Closed Loop/Vertical Closed Loop/Horizontal Direct Exchange

(Systems must qualify under rating conditions: ISO 13256-1 - Closed and Open Loop; ARI 870 - Direct Exchange)

m/n GSV070AHC28SRTS s/n J12985512 m/n GSV070AHC28SLTS s/n J12985511
 Manufacturer: climatemaster Model: V048AHC28SRTS Serial Number: J12985454

Manual J Calculation (or equivalent) attached System diagram and site plan attached

Performance: System: EER 18 COP 3.9 (Minimum Required: EER 14.0 COP 3.0)

Grant can not be calculated with out Performance Data

BTU per Hour Output: 192,000

Capacity: 16 tons

Grant can not be calculated with out Capacity Data

Fuel Used for old water heating system Electric Natural Gas Propane Other _____
 None N/A - New Construction

6. System Cost (Please attach itemized Estimate, Purchase Order or Letter of Intent)


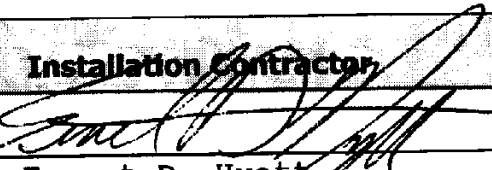
Material Cost: 43,500.00 Permits & Fees: _____
 Labor Cost: 14,500.00 Total Engineering Cost: _____
 Total Ineligible Costs (Total excluded materials and engineering costs.) _____

7. Rebate Calculation

1 Total System Costs	58,000.00
2 Ineligible Costs	
3 Other Incentives (Source: _____)	
4 Sum of Reductions (add line 2 and 3):.....	
5 Total Qualifying System Costs (line 1 minus line 4):	58,000.00
6 Rebate Multiplier: EER > 15 = tons X \$600 or EER 14 to 15 = tons X \$500	
7 Amount of Rebate Requested: (See Program Regulations for Maximums).....	9,600.00

8. Declaration

- I understand and agree that:
- 1) the information provided in this form is true and correct to the best of my knowledge,
 - 2) the above described system is intended to offset part or all of the purchaser's electricity needs at the installation site,
 - 3) the site of installation is located in the described Power Delivery service territory,
 - 4) the State of Delaware and its agents provide no warranty for system components, installation, performance, or operation,
 - 5) all warranties are provided by installing contractor, and
 - 6) the purchaser has received a copy of this form.

Purchaser	Installation Contractor
Signature: 	Signature: 
Print Name: <u>DON KEEN</u>	Print Name: <u>Ernest D. Hyett</u>

Tel: (302) 42

973 W MASTEN CIR



"THE GARDEN CITY OF TWIN COUNTIES"

ACCOUNT NUMBER CYCLE BILL DATE DUE DATE

25105-27650 05-03 6/01/07 6/15/07

BAMBINO MY
973 E MASTEN CIR
MILFORD DE 19963

UTILITY BILL

AMOUNT NOW DUE
404.90

AMOUNT PAID

410.75



000025105000027650404.90

RETAIN BOTTOM PORTION FOR YOUR RECORDS. DETACH AND RETURN STUB WITH PAYMENT

SERVICE ADDRESS 973 W MASTEN CIR

BAMBINO MY
973 E MASTEN CIR
MILFORD DE 19963

ACCOUNT NUMBER CYCLE BILL DATE DUE DATE

25105-27650 05-03 6/01/07 6/15/07

Service and Usage Details

Payments received after close of business on due date will be considered late.

EL	Service	Period	Days	Meter Number	Mult	Units	Current	Previous	Usage
EL	4/17/07	5/11/07	24	E032G	40.00	KWH	16601	16553	1920
							USAGE FOR	5/06	480
EL	4/17/07	5/11/07	24	E032G	40.00	KW	0	0	14
							USAGE FOR	5/06	19
FL	4/17/07	5/11/07	24	W9055994	100.0	GALS	1	1	0
WA	4/17/07	4/20/07	3	W9027575	100.0	GALS	7499	7497	200
							USAGE FOR	4/06	13900
WA	4/20/07	5/11/07	21	W07903694HE10.00	100.0	GALS	52	0	520
							USAGE FOR	5/06	400

Service	Consumption	Charge	Total
EL CUSTOMER CHARGE		7.00	
EL DEMAND CHARGE	14.40	142.56	
EL ALL KWH USAGE	1,920.00	90.62	
EL ENERGY COST ADJ.	1,920.00	93.12	
EL GREEN ENERGY FUND	1,920.00	.34	
TOTAL ELECTRIC			333.64
WA BASE 0-10,000 GAL.	720.00	32.50	32.50
SE 0-1,000 GALS.	720.00	7.50	
SE KENT CTY SEWER ADJ.	720.00	2.09	
TOTAL SEWAGE			9.59
FL BASE CHARGE		15.00	15.00
UTILITY TAX		14.17	14.17

Current Charges 404.90
 ** Balance Forward ** .00
 Total Amount Due 404.90

Pay 410.75 After 6/15/07



000025105000027650404.90

Financial Summary

Balance Forward .00
 Current Charges: 404.90

AMOUNT NOW DUE

AFTER DUE DATE

404.90

410.75

Please Make Checks Payable to:
CITY OF MILFORD
P.O. Box 159
Milford, DE 19963-0159

Service will be discontinued
If amount due is not
Received by due date

Tel: (302) 422-6616

MILFORD RESIDENTIAL SURVEY

1. Are you a resident of the City of Milford (incorporated area)? yes no

2. How long have you lived in the City of Milford as either a permanent or part-time resident?
 Full-time Years + Part-time Years = Total Years

3. Do you own or rent your residence?
 If you own, do you rent it out for all or part of year?

4. What type of residence do you live in? (please check one)
 Apartment Single family home Duplex Condo Villa

5. Do you own a business within the city of Milford? yes no

6. If you are currently employed, do you work within the city limits? yes no

7. Were you born in the City of Milford? yes no

8. The following question contains two parts. Listed below are positive factors or personal needs that add to an individual's Quality of Life. Please rate the importance of each as they contribute to your Quality of Life by circling the response that comes closest to how you feel.

1 = Not at all Important; 2 = Slightly Important; 3 = Important; 4 = Very Important; 5 = Extremely Important
 (Please circle the most appropriate number, then indicate whether that need is being met by living in Milford by checking Yes or No.)

		Need Met:	
		Yes	No
Employment opportunities exist	1 2 3 4 5	o	o
High quality schools	1 2 3 4 5	o	o
Low property taxes	1 2 3 4 5	o	o
Reasonable cost of living.....	1 2 3 4 5	o	o
Live close to stores, restaurants, and other services	1 2 3 4 5	o	o
Uncongested roads.....	1 2 3 4 5	o	o
Presence of alternative transportation (bikeways/footpaths)	1 2 3 4 5	o	o
Protected open space and natural areas.....	1 2 3 4 5	o	o
Neighborhoods are safe	1 2 3 4 5	o	o
Housing is affordable.....	1 2 3 4 5	o	o

9. What should the goals and objectives of the land use planning effort be? (Check all that apply and, if necessary, add additional responses)

- Identify where future land uses should be encouraged throughout the City
- Provide input on capital planning
- Identify characteristics and qualities of neighborhoods
- Other - please explain _____

10. What should be included in a Land Use Plan?

- History of the neighborhood
- Description of the existing community
- Vision for the future of neighborhoods
- Policies and standards
- Priorities for neighborhood improvements
- Strategies to implement the plan

Other - please explain _____

11. How will you participate in the development of Milford’s Land Use Plan?

- Respond to survey material
- Attend community input meetings
- Would not participate

Other - please explain _____

12. The following question lists businesses that may be compatible with sustaining Milford’s future economic health. (Please indicate whether the following are desirable by circling the response that corresponds to your answer.)

1=Highly Undesirable; 2=Undesirable; 3=Acceptable; 4=Desirable; 5=Highly Desirable

Light Manufacturing involving the assembly of products	1 2 3 4 5
Business parks including uses such as offices and research & development facilities	1 2 3 4 5
Assisted living facilities	1 2 3 4 5
Medical offices and infrastructure	1 2 3 4 5
Small shop retail sector	1 2 3 4 5
Restaurants and Small Eateries (non-chain supported restaurants)	1 2 3 4 5
Franchise Restaurants	1 2 3 4 5
Motels/Hotels	1 2 3 4 5
Franchise Motels/Hotels	1 2 3 4 5
Bed and Breakfast Inns	1 2 3 4 5
Educational facilities	1 2 3 4 5
Nature based tourism (kayaking, etc)	1 2 3 4 5
Other (Specify) _____	1 2 3 4 5

13. The following statements pertain to issues of transportation in Milford. Please indicate whether you agree or disagree with each of these statements by circling the response that corresponds to your answer.

1=Strongly Disagree; 2=Disagree; 3=Neutral; 4=Agree; 5=Strongly Agree

There is sufficient downtown parking	1 2 3 4 5
Seasonal traffic causes congestion.....	1 2 3 4 5
There are adequate sidewalks for pedestrians.....	1 2 3 4 5
There are adequate bicycle routes.....	1 2 3 4 5
There are sufficient streets connecting adjacent neighborhoods.....	1 2 3 4 5
There is adequate public transportation	1 2 3 4 5
Other (Specify) _____	1 2 3 4 5

14. The following statements pertain to issues of protecting Milford’s open space and natural resources. Please indicate whether you agree or disagree with each of these statements by circling the response that corresponds to your answer.

1=Strongly Disagree; 2=Disagree; 3=Neutral; 4=Agree; 5=Strongly Agree

Protecting open space in Milford will enhance property values and quality of life in town.....	1 2 3 4 5
The city should set priorities for open space – including agriculture and natural resource protection - and develop policies and procedures (including land purchase) for open space protection	1 2 3 4 5

15. What kind of development would you like to see more of in Milford?
16. In what areas would you like to see these kinds of development?
17. In your opinion, what kind of development does Milford currently have too much of?
18. Would you be interested in receiving information regarding future meetings about the Land Use Plan for Milford? If yes, please provide your name, address, and phone number.
19. Do you feel that up-zoning (e.g., low intensity residential district to high intensity residential district allowing greater development) is O.K.?
20. Do you feel that down-zoning (e.g., high intensity residential district to low intensity residential district allowing less development) is O.K.?
21. In your opinion, what part(s) of the city are best suited for commercial development?
22. In your opinion, what part(s) of the city are best suited for industrial development?
23. Overall, what is your opinion of the roads in the City of Milford?
24. Where do you think the most traffic problems occur? What do you think should be done to solve this problem?
25. Would you use city transit services, such as a city bus service? If so, how frequently?
26. Do you commute to work outside of Milford?
27. If you commute to work outside of Milford, would you use public transportation?
28. Would you say that Milford is a good place to live?
29. In general, do you think that during the last two years living in Milford has improved, stayed the same or worsened?

30. Is there an area or an aspect of the City that you consider unsafe? If so, where and why?
31. Is there an area(s) or place in the City that you feel should be preserved at all costs? If yes, where and why?
32. What could be added to the city that would make it more beneficial to your needs (i.e. more greenways, pedestrian circulation routes, more parks, better public transportation)?
33. What do you like most about your neighborhood?
34. What do you like least about your neighborhood?
35. What do you think should be the main priority for improving your neighborhood?
36. What part of Milford do you think is in most need of improvement?
37. Apart from the City Council, who else do you think has an important role in improving local communities? (i.e. Local Businesses, Church/faith organizations, Local Community groups, etc.)

38. What do you think is the best way to consult with citizens and stakeholders about important issues? (circle those that apply)

Publicity, surveys in the newspaper, public displays, through local groups, public interest meetings, city website,

Other (explain) _____

If there are issues that you feel are important to the City's Land Plan that were not mentioned above, please describe them in the space provided below.

The next few questions are about you and will help us to know more about Milford's residents. ***Your answers will be kept strictly confidential.***

39. What is your age? _____
40. What is the highest level of education you have completed?
- Grade School
 - Some High School
 - High School Graduate
 - Some College
 - College Graduate
 - Post Graduate Education

41. Are you Male or Female?

42. How many people in each age group live in your household?
_____ 5 years and under _____ 6 to 18 years _____ 19 to 25 years _____ 26 to 50 years
_____ 51 to 65 years _____ 65 years and older

43. I consider my race to be (**Check one**):
 White/Caucasian Black/African American
 American Indian Asian or Pacific Islander
 Hispanic origin Other _____

44. What category best describes your employment status (**Check one**)
 Employed full time
 Employed part time
 Not employed
 Retired
 Student
 Other (Specify) _____

Please either leave this questionnaire in the City drop box located at City Hall, or if you would like to mail this completed questionnaire to the City, please send it to:

Planning Department
City of Milford
PO Box 159
Milford, DE 19963

Thank you for your cooperation and input!

December 19, 2007
Randy Marvel, Chairman
City of Milford
Planning Commission

Dear Randy,

I am writing you to officially tender my resignation from the City of Milford Planning Commission effective immediately.

Working with you and the other commissioners has been a wonderful experience. I could not ask for a better group of people to work with. I have learned many things while serving as a commissioner and will always treasure the opportunities provided through this experience.

While I will miss working on behalf of the City of Milford, I feel that it is time to move on and allow others to have the opportunity to serve the citizens of our great city.

If you have any questions, please feel free to ask.

Sincerely,

A handwritten signature in cursive script that reads "Jason L. James, Sr." followed by a horizontal line.

Jason L. James, Sr.

December 29, 2007

Mayor Ronnie Rogers
City of Milford
Milford, Delaware

Re: Planning and Zoning Commission

Dear Ronnie:

This is my resignation from the City of Milford Planning and Zoning Commission effective immediately.

The last council meeting made it clear to me that now is the time for someone else to assume my position. I also wish to spend more time with my family and my business.

Thank you for the opportunity to serve.

Sincerely,

Randy E. Marvel

Chapter 57: PLANNING COMMISSION

§ 57-1. Establishment.

There is hereby established, pursuant to 22 Del. C. § 701 et seq., the Milford Planning Commission.

§ 57-2. Membership; terms of office. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

The Commission shall consist of nine members to be appointed by the Council. The term of each member so appointed and confirmed shall be for three years, except that of the members first appointed, three shall be appointed to a term of three years, three shall be appointed to a term of two years and three shall be appointed to a term of one year.

§ 57-3. Removal; vacancies.

Any member of the Planning Commission may be removed for cause, after a public hearing, by the Mayor with the approval of the City Council. A vacancy occurring otherwise than by expiration of term shall be filled for the unexpired term in the same manner as an original appointment.

§ 57-4. Ex officio members.

The Mayor and City Manager shall be ex officio members of the Planning Commission and may exercise all of the powers of the regular members; provided, however, that an ex officio member may not hold an office on the Commission and shall have no right to vote on matters coming before the Commission.

§ 57-5. Salaries and compensation.

All members of the Commission shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

§ 57-6. Officers; staff; custodian of records.

The Commission shall elect annually a Chairman and Secretary from among its own number and may employ experts, clerical help and other assistants. The Commission may appoint a custodian of its Comprehensive Plan and records, who may be the City Manager or other employee of the Council.

§ 57-7. Rules of procedure; meetings; records.

The Commission shall adopt its own rules of procedure and determine the times of its meetings and methods of notice thereof. All meetings of the Commission at which any official action is taken shall be open to the public, and all records of the Commission shall be public records.

§ 57-8. Powers and duties; reports. [Amended 2-13-1968]

The Milford Planning Commission shall have all the powers and authority vested in municipal planning commissions under the provisions of Title 22, Delaware Code, Chapter 7, subject to the same conditions and limitations set forth therein at the effective date of this chapter. The Planning Commission shall report at each monthly meeting of the Council and shall present copies of its minutes of the preceding month.

**CITY OF MILFORD
FUND BALANCES REPORT**

Date: NOVEMBER 2007

Cash Balance - General Fund Bank Balance	4,888,707
Cash Balance - Electric Fund Bank Balance	3,323,669
Cash Balance - Water Fund Bank Balance	878,451
Cash Balance - Sewer Fund Bank Balance	776,622
Cash Balance - Trash Fund Bank Balance	273,109

	<u>Municipal Street Aid</u>	<u>General Improvement</u>	<u>Water Bond Escrow</u>	<u>Real Estate Transfer Tax</u>	<u>Water Impact Fee</u>
Beginning Cash Balance	605,308	475,575	295,289	3,820,422	370,992
Deposits	0	0	100,000	38,015	11,701
Interest Earned this Month	1,755	1,644	3,446	13,094	1,323
Disbursements this Month	(97,636)	0	0	(70,935)	0
Investments	0	0	0	0	0
Ending Cash Balance	\$509,427	\$477,219	\$398,735	\$3,800,596	\$384,016

	<u>Electric Reserves</u>	<u>Water Capital Reserves</u>	<u>Sewer Capital Reserves</u>	<u>GF Capital Reserves</u>	<u>Sewer Impact Fee</u>
Beginning Cash Balance	4,606,206	1,264,779	1,173,381	983,848	368,242
Deposits	0	1,500,000	400,000	0	7,537
Interest Earned this Month	20,328	10,361	15,917	4,277	1,299
Disbursements this Month	0	0	0	(10,063)	0
Investments	1,062,000	197,000	955,000	100,000	0
Ending Cash Balance	\$5,688,534	\$2,972,140	\$2,544,298	\$1,078,062	\$377,078

INTEREST THROUGH THE FIFTH MONTH OF THE FISCAL YEAR:

General Fund	70,987
Electric Fund	52,330
Water Fund	32,199
Sewer Fund	10,640
Trash Fund	4,454
Municipal Street Aid	11,385
General Improvement Fund	7,977
Electric Reserves	111,418
Real Estate Transfer Tax	66,951
Water Bond Escrow	8,578
GF Capital Reserves	27,652
Water Capital Reserves	38,910
Sewer Capital Reserves	58,394
Water Impact Fees	6,399
Sewer Impact Fees	6,431

TOTAL INTEREST EARNED TO DATE \$514,705

REVENUE REPORT

Page Two

41.67% of Year Expende

Date: NOVEMBER 2007	AMOUNT BUDGETED	MTD	YTD	YTD%
ACCOUNT				
Budgeted Fund Balance	460,765	0	0	0.00%
Property Transfer Tax-Capital	520,892	26,351	51,893	9.96%
Property Transfer Tax-Police	500,000	41,666	208,333	41.67%
Real Estate Tax	2,919,685	11,086	2,846,553	97.50%
License	52,000	12,125	16,280	31.31%
Building Permits	125,000	8,862	77,674	62.14%
Planning & Zoning	100,000	3,250	40,738	40.74%
Misc. Revenues	411,500	34,195	145,245	35.30%
Transfers From	3,161,500	263,459	1,317,292	41.67%
Police Revenues	296,000	4,553	83,528	28.22%
Total General Fund Revenues	\$8,547,342	405,547	\$4,787,536	56.01%
Water Revenues	2,436,500	197,435	1,206,237	49.51%
Sewer Revenues	2,074,610	159,779	839,584	40.47%
Kent County Sewer	1,700,000	135,352	701,294	41.25%
Solid Waste Revenues	938,000	86,334	413,936	44.13%
Solid Waste Rebate	50,000	0	0	0.00%
Electric Revenues	24,870,595	1,780,593	11,774,877	47.34%
TOTAL REVENUES	\$40,617,047	\$2,765,040	\$19,723,464	48.56%
YTD Enterprise Expense			45,690	
YTD Enterprise Revenue			45,785	
LTD Carlisle Fire Company Building Permit			124,456	
LTD P&R Developer Fee Building Permit			78,700	

EXPENDITURE REPORT

Page Three

Date: NOVEMBER 2007

41.67% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
City Manager					
Personnel	388,395	40,456	149,225	38.42%	239,170
O&M	156,700	23,736	65,350	41.70%	91,350
Capital	510,765	189	3,710	0	507,055
Total City Manager	\$1,055,860	\$64,381	\$218,285	20.67%	\$837,575
Planning, Code Enforcement & Inspections					
Personnel	299,470	30,538	113,153	37.78%	186,317
O&M	135,600	7,137	28,801	21.24%	106,799
Capital	25,892	20,892	20,892	80.69%	5,000
Total P, C & I	\$460,962	\$58,567	\$162,846	35.33%	\$298,116
Finance					
Personnel	330,150	29,917	109,333	33.12%	220,817
O&M	68,700	3,173	11,377	16.56%	57,323
Capital	0	0	0		0
Total Finance	\$398,850	\$33,090	\$120,710	30.26%	\$278,140
Billing & Collections					
Personnel	418,450	45,941	167,785	40.10%	250,665
O&M	91,300	6,654	26,283	28.79%	65,017
Capital	12,050	0	7,380	61.24%	4,670
Total Billing & Collections	\$521,800	\$52,595	\$201,448	38.61%	\$320,352
Information Technology					
Personnel	150,195	15,862	59,126	39.37%	91,069
O&M	149,500	1,668	13,008	8.70%	136,492
Capital	99,550	0	0	0.00%	99,550
Total Information Technology	\$399,245	\$17,530	\$72,134	18.07%	\$327,111
Council					
Personnel	37,875	2,014	11,010	29.07%	26,865
O&M	57,700	6,112	11,178	19.37%	46,522
Capital	0	0	0		0
Council Expense	12,000	325	11,086	92.38%	914
Contributions	159,345	0	0	0.00%	159,345
Tax Reassessment Payback	52,520	0	52,520	100.00%	0
Total Council	\$319,440	\$8,451	\$85,794	26.86%	233,646
Police Department					
Personnel	3,087,785	303,079	1,126,237	36.47%	1,961,548
O&M	405,000	29,419	166,324	41.07%	238,676
Capital	252,400	5,271	12,647	5.01%	239,753
Total Police	\$3,745,185	\$337,769	\$1,305,208	34.85%	\$2,439,977

EXPENDITURE REPORT

Page Four

Date: NOVEMBER 2007

41.67% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Streets & Grounds Division					
Personnel	377,680	34,748	134,503	35.61%	243,177
O&M	405,080	19,292	105,976	26.16%	299,104
Capital	0	0	0		0
Debt Service	47,000	0	0	0.00%	47,000
Total Streets & Grounds	\$829,760	\$54,040	\$240,479	28.98%	\$589,281
Parks & Recreation					
Personnel	427,875	40,214	180,385	42.16%	247,490
O&M	234,500	18,923	108,584	46.30%	125,916
Capital	81,000	0	7,265	8.97%	73,735
Total Parks & Recreation	\$743,375	\$59,137	\$296,234	39.85%	\$447,141
Tax Department					
Personnel	47,865	0	0	0.00%	47,865
O&M	25,000	7,472	16,956	67.82%	8,044
Capital	0	0	0		0
Total Tax Department	\$72,865	\$7,472	\$16,956	23.27%	\$55,909
Total General Fund					
Operating Budget	\$8,547,342	\$693,032	\$2,720,094	31.82%	\$5,827,248
Engineering & Inspections					
Personnel	216,320	21,847	78,485	36.28%	137,835
O&M	63,980	2,425	19,026	29.74%	44,954
Capital	0	0	0		0
Total Engineering & Inspections	\$280,300	\$24,272	\$97,511	34.79%	\$182,789
Revenue					
Engineering & Inspections	(\$280,300)	0	(\$23,960)	8.55%	(256,340)

EXPENDITURE REPORT

Page Five

Date: NOVEMBER 2007

41.67% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Water Division					
Personnel	219,005	21,884	82,362	37.61%	136,643
O&M	1,151,025	79,419	398,503	34.62%	752,522
Capital	237,550	0	875	0.37%	236,675
Debt Service	828,920	0	0	0.00%	828,920
Total Water	\$2,436,500	\$101,303	\$481,740	19.77%	\$1,954,760
Sewer Division					
Personnel	219,005	21,883	82,360	37.61%	136,645
O&M	1,087,735	72,150	301,906	27.76%	785,829
Capital	242,000	190	28,108	11.61%	213,892
Debt Service	525,870	0	0	0.00%	525,870
Sewer Sub Total	\$2,074,610	\$94,223	\$412,374	19.88%	\$1,662,236
Kent County Sewer	1,700,000	124,714	751,911	44.23%	948,089
Total Sewer	\$3,774,610	\$218,937	\$1,164,285	30.85%	\$2,610,325
Solid Waste Division					
Personnel	317,095	30,426	116,260	36.66%	200,835
O&M	640,905	53,083	238,213	37.17%	402,692
Capital	30,000	10,375	11,384	37.95%	18,616
Total Solid Waste	\$988,000	\$93,884	\$365,857	37.03%	\$622,143
Total Water, Sewer Solid Waste	\$7,199,110	\$414,124	\$2,011,882	27.95%	\$5,187,228
Electric Division					
Personnel	1,183,750	109,129	409,898	34.63%	773,852
O&M	1,136,700	62,341	479,408	42.18%	657,292
Transfers	3,270,240	267,885	1,339,422	40.98%	1,930,818
Capital	612,500	0	101,994	16.65%	510,506
Debt Service	667,405	0	71,203	10.67%	596,202
Electric Sub Total	\$6,870,595	\$439,355	\$2,401,925	34.96%	4,468,670
Power Purchased	18,000,000	\$769,581	8,250,209	45.83%	9,749,791
Total Electric	\$24,870,595	\$1,208,936	\$10,652,134	42.83%	\$14,218,461
TOTAL OPERATING BUDGET	\$40,617,047	\$2,316,092	\$15,384,110	37.88%	\$25,232,937

MILFORD CITY COUNCIL
MINUTES OF MEETING
December 11, 2007

A Meeting of the Parks and Recreation Committee of Milford City Council was held in Council Chambers of Milford City Hall on Tuesday, December 11, 2007.

PRESIDING: Chair Katrina Wilson

IN ATTENDANCE: Committee Members Owen Brooks and James Starling, Sr.

Councilman Irvin Ambrose and Councilman John Workman

City Manager Richard Carmean, City Solicitor Timothy Willard, Parks and Recreation Director Gary Emory and City Clerk/Recorder Terri Hudson

Greater Milford Boys and Girls Club Partnership & Agreement

Chairperson Wilson called the Parks and Recreation Committee Meeting to order at 6:00 p.m.

Delaware Boys and Girls Clubs President George Krupanski was in attendance.

Mr. Brooks stated this should have been addressed by the Parks and Recreation Committee years ago instead of being reviewed by this committee for this first time on this date. Ms. Wilson agrees noting that the committee is very familiar with the issues though it was by way of the entire council and not through committee meetings. However, they did not recall that a final vote was never taken by council even though council agreed on the amount. The purpose of this meeting is to address each of those items in order to present a formal recommendation to council.

Mr. Brooks asked if the land was donated to the boys and girls club or was it leased originally. Ms. Wilson answered the land was donated and has since been transferred into their name. Mr. Brooks then reported the minutes reflect that on October of 2002, a 99-year lease to the club for \$1 was discussed. On November 12, 2002, he made a motion to proceed with a long term lease with the boys and girls club for nine plus acres which passed by a unanimous 8 to 0 vote. He asked where the city stands on that.

Mr. Carmean explained that when this was first discussed, a long term lease was considered. At that time, City Solicitor Jim Fuqua stated a 99-year lease was in essence the same as giving them the land or transferring the land. Somewhere along the long, Mr. Carmean said it was decided the city would donate the land with a clear title and deed.

Mr. Brooks said he has no problem with it, but while reviewing the minutes over the past ten years, felt that needed to be clarified. Mr. Carmean did not recall when that changed; Mr. Willard said he could research the deed to obtain that date.

Mr. Brooks noted that the Town of Middletown recently provided their Boys and Girls Club with a long term lease which is why he thought this should be brought before the committee.

Mr. Workman then asked if one agreement would be drafted to handle each item or if separate agreements would be done. Ms. Wilson feels that each item should be addressed individually but incorporated in one document, other than the land (parking lot) issue which will be handled separately.

Mr. Willard agrees noting the club is currently moving ahead with financing and construction details. He said that if council agrees to use the facility, a license agreement would be appropriate. He advised that Mr. Emory and Mr. Krupanski have made some progress on the matter. The license agreement would state this the facility belongs to the Boys and Girls Club who will allow the city to use it under certain terms. He said there is a boilerplate with regard to insurance, etc., though the real nuts and bolts are the term and the costs. The third issue is whether a guaranteed number of hours should be added. So regardless of its use, parks and recreation would pay for a certain number of hours. What is being discussed is a five-year term at \$50 an hour for the gymnasium, though he is unsure of the number of hours for the pool's use. Mr. Krupanski and Mr. Emory both had their own opinions on minimum hours and may need some compromise and input from

the committee on what they feel is appropriate.

Mr. Willard advised a license agreement from Moore and Rutt was presented which called for Mr. Emory to present a schedule for the gym on a quarterly basis which the administration would need to be in agreement with.

Mr. Krupanski said there is also a second license agreement. Mr. Willard explained there is a license agreement for the city to use the club, in addition to the hourly rate, in addition to the license agreement which permits the club members the right to use the athletic facility. The number of hours and terms are issues that need to be resolved. This gives the club members the right to use the athletic fields and the recreation program participants the right to use the club facilities including the gym and pool and locker facilities. What is being presented is a five-year term at \$50 an hour. Boys and Girls Club want a guarantee of 800 hours, which Mr. Emory had a problem with.

Mr. Krupanski explained that when this was first being discussed, they were asking for \$130,000 a year or \$11,000 a month. Since then, they have met with Mr. Ambrose, Mr. Carmean and Mr. Emory and it was made clear that the fees would have to be generated from fees from parks and recreation programs and they would not come from taxpayers dollars. It was estimated to be about \$50,000. When they looked at the hourly rate of approximately \$72 an hour, it was calculated to be roughly 700 hours. Mr. Krupanski has since taken the original license agreement and changed those numbers.

When Mr. Brooks asked for clarification on whether the hourly rate had been reduced to \$50 an hour, Mr. Krupanski explained that this was the result of his discussions with Mr. Emory and its comparison to the school rates. They tried to come up with a licensing agreement which would allow the boys and girls club to use the fields and allow parks and recreation to use the boys and girls club. It is almost a word for word document with the exception of the fees.

Mr. Willard advised the two provisions that need more precise language are paragraph 1(a), gymnasium, which appears to be somewhat complicated and discusses 250 hours for half a gymnasium and 800 guaranteed hours. Paragraph 5(d), license fee, need to mesh with the terms. The gymnasium paragraph should describe the use which Mr. Emory prefers a 500-hour minimum.

Mr. Willard feels it should state 500 hours of full gymnasium. Paragraph 5(d) would state \$50 per hour which is \$25,000. He noted there is no paragraph for the use of the pool and should be added under 1(e) and the use described. Mr. Emory clarified that is a minimal usage.

Mr. Willard agreed there should also be a minimum number of hours for the pool use as well. He also suggests a paragraph be added to address the payment. For example, if no schedule and no hours are submitted, will the club still expect \$25,000 because the city has committed to a minimum 500 hours. Mr. Emory has no problem with the minimum and guarantees 500 hours of usage and the \$25,000 payment.

Mr. Willard said that payment would be paid monthly and as soon as the city goes beyond the 500 hours of usage, the club would begin invoicing the city. He would mirror this on the usage of the pool.

Mr. Workman asked what will occur if we do not use the gym for 500 hours. He feels if it is an hourly rate, not pay it as such. Mr. Emory believes that in fairness to the club, some kind of continuity or guarantee is needed.

Mr. Krupanski compared it to renting a house and the tenant not living in the home the entire year but asking for a reduction in the rent. This makes it very difficult for the boys and girls club to plan and prepare for their costs in order to address those type issues. When they discussed the hourly rate at their last meeting, approximately \$72 an hour was determined and based on their operating costs. It translated into 700 hours because if they could raise about \$50,000 in operating fees, 72 into 50,000 came out to approximately 700 hours.

Mr. Krupanski said to compare their rate to the school rate of \$50 an hour, there is also another fee of \$40 per hour in custodial fees during non-school times which calculates to a \$90 an hour rate. Additionally, the school is only providing the \$50,000 credit this year. Potentially, that credit could disappear next year. The boys and girls club fee is consistent for five years and does not increase.

Mr. Willard pointed out that on the other hand, the boys and girls club has the use of the city's athletic field and the city is not charging any custodial costs. Therefore, he feels there is a balance.

Mr. Krupanski said that in terms of the total costs of their operations, they are asking how this can be worked out. To a certain degree, he feels it is advantageous to have the city to take as few hours as possible because the club can rent the facility out to someone else at a far greater rate. At the same time, the goal was to build both programs and bring the kids together to some degree. The children come from different backgrounds and different cultures and this will provide an opportunity to bring them together as one which is a benefit for all of the kids.

Mr. Carmean pointed out that a lot of the people participating in the recreational programs are not members of the boys and girls club. Both programs may see an increase in numbers as a result of sharing this facility. In regard to the budget and guarantee of rental fees, the boys and girls club needs some kind of number or guarantee. However, the city needs to make sure it is close to what Mr. Emory can guarantee to prevent dipping into the taxpayers coffers. Their budget is set and they will use Mr. Emory's number to plug into their operating budget for the next five years.

When asked how many hours have been scheduled this year with the schools, Mr. Emory said this winter they have cut back on their hours though approximately 200 hours have been scheduled for the basketball program.

Mr. Ambrose asked how they will get to the 500 number; Mr. Emory explained it will be used year round. Because it is air conditioned, there will be more of a variety of programs scheduled.

Mr. Brooks recalled the basketball practices eliminated at the school this year because of the costs; Mr. Emory had indicated at a previous council meeting they would reincorporate those hours once it was determined the overall impact on their budget. Mr. Emory emphasized this is a unique year which the school district created with the unexpected bills received. He advised that at the last meeting, he had reported only 40 kids had signed up for basketball but since that time, close to 160 kids are now enrolled which compares to past numbers.

In addition to the basketball programs, the air-conditioned facility could open a number of new possibilities. He is very comfortable with a minimum of 500 hours.

Mr. Ambrose questioned the pool usage, noting that was not discussed in the meeting he attended. Ms. Wilson said they currently have a program that the Lake Forest High School pool is used.

Mr. Emory said that is not needed as much as the gymnasium though they would like to include that in the package. Mr. Willard suggests a separate paragraph be added to address the pool though it appears it would involve a rough number.

Mr. Emory feels it could lend itself to some year-round learn-to-swim programs. However, it will be difficult to determine an hour minimum though it would be a premium. He will discuss this with Mary Betts, the department's swimming specialist.

Mr. Krupanski said that at their last meeting, Mr. Emory had indicated the gymnasium was their main focus for the basketball program. Mr. Emory said the gym would be needed for most of his programs including indoor soccer, volleyball, etc.

Ms. Wilson believes is important that all of these programs be included to prevent running into future issues and having to revisit this matter at a later date. Mr. Willard will add the pool though at this point, will leave some blanks to be later filled in.

Mr. Krupanski stated that if the parks and recreation program is not as successful, for whatever reasons, and suddenly it is not being used as expected, he could not expect them to pay those fees for five years even though that was an agreement. They would have to sit down and discuss how to cut back. He feels parks and recreation success is the boys and girls club success and vice versa.

Mr. Willard said an out-clause should be included in the agreement. Mr. Krupanski referred to item 10 under termination

stating that either party can terminate this license, with or without cause, upon sixty days of written notice.

Mr. Willard then verified that on the minimum hour requirement, Mr. Krupanski wanted the monthly payment broken out. Mr. Krupanski felt it would be easier for them as well as parks and recreation. Mr. Carmean said the finance department would prefer that as well noting it would go through the enterprise account.

Mr. Willard said that every quarter, parks and recreation would submit a schedule in advance. Mr. Emory advised they are always six months ahead so that in spring and summer, they are planning for fall and winter. In that manner, they know exactly what programs will be offered.

Mr. Starling confirmed that someone will have to belong to the boys and girls club and parks and recreation to use the pool. Mr. Emory explained they would have to belong to the club unless it was through a private swimming program.

Mr. Krupanski advised it would depend on why you were using the pool. In their other pools, they have scuba classes, swimming classes, therapy classes, water aerobics, water safety instruction, life guarding classes, etc. Mr. Willard asked if they have open lanes at specific times for the general public to use. Where he swims, he is able to purchase a card for a certain number of swims and some places offer a year's membership when the lanes are open.

Ms. Wilson confirmed that Mr. Emory is comfortable with a minimum of 500 hours for the gymnasium. Mr. Emory said that the usage is driven by seasonal programs and they will know in advance if more hours were needed.

Their volleyball program consists of an adult rec drop-in program. They do not have the league program as in the past because of the availability problems at the Banneker gymnasium.

Mr. Krupanski prefers to revisit the hourly rate on annual basis. Therefore, if the school eliminates the credit and their rate increases to \$90 an hour, he would like the same flexibility. Otherwise, he is willing to lock in the initial \$72 rate for the five-year period.

Mr. Emory feels that is a good point because that rate for the 2007-2008 school year does include the \$50,000 credit. The rate for the adult program is \$55 an hour.

Mr. Krupanski then pointed out that on weekend, the school rate is \$90 an hour because of the additional fee for custodians. Mr. Emory said he is unclear on that rate, because they negotiate the custodial fee separately though that is the school district's policy and something that can be considered.

Mr. Carmean believes the school may have inflated their number in comparison to what it truly costs to use their facility. He said something else that should be considered is while the boys and girls club is providing a new facility with heating and cooling, there is some value to the fact that the city is providing the boys and girls club with several acres of open space and playing fields that will continue to be maintained by city employees. Perhaps, that amount could be backed out. That would look more like a partnership as there is a value to the club using the fields in addition to the savings to the club on the maintenance of those fields. If they want to call it a \$71 hourly rental fee, they could credit that amount by \$21 or so.

Mr. Carmean thinks we need to proceed with this and plug the final figures in.

Mr. Willard said that if the market is good, the boys and girls club could limit the city to 500 hours while renting it to someone else at \$100 an hour. They could also terminate the agreement if it does not work out, and the city could then offer to pay more money. However, for town business, he does not feel five years is a long time. A one year lease would bog the city down and the five-year commitment is needed.

Mr. Starling said his church negotiates with the custodians at the high school. They also have the option of using someone who is willing to donate their time in lieu of using the school custodians.

Mr. Carmean confirmed the boys and girls club will not require one of their staff members be present when parks and

recreation is using their facility. Mr. Krupanski agreed noting that as long as a responsible adult is present to handle the clean up.

Mr. Workman confirmed that the boys and girls club will not be able to change the specified times in the agreement from parks and recreation. Mr. Krupanski verified that the specific times will be adhered to as noted in the agreement. Because of the divider that has been added, the gym can be used by both boys and girls club and parks recreation simultaneously. Mr. Emory added there will be times when parks and recreation programs will be using both sides; for example, volleyball on one side and indoor soccer on the other side which is why he lobbied for the divider.

Ms. Wilson said that completes the gym usage and will address the license agreement next.

Mr. Willard advised they have been talking about the license agreement the club is giving the city. They have made progress though they will put the verbiage together. The gymnasium paragraph needs to be filled in as far as minimum hours. A pool paragraph will have to be added which will be left blank in regard to the hours and the \$50 an hour fee added. The 12-month payment schedule will need to be clarified. That will basically complete the license agreement.

The athletic fields will involve the same items except there will not be a fee because the city is not charging the boys and girls club though the minimum hours will apply. The club is requesting 20 hours a week with 240 hours during June, July and August and a minimum of 10 hours per week and 400 hours during the remaining months. Mr. Willard asked Mr. Krupanski if this was correct.

Mr. Emory feels that is doable. There are enough fields that both can be used.

Mr. Willard said in the license agreement, the city will say the club will receive a minimum of 20 hours per week on the fields, outdoor basketball facilities and playgrounds. During June, July and August, a minimum of 240 hours will be used which is closer to 60 hours per week. He feels that is confusing and needs clarification.

Mr. Krupanski explained that is for three months and the 20 hours per week. Mr. Willard verified 240 hours is for the entire three months and not each month.

Mr. Workman said the fields are city fields and the boys and girls club will use them during the requested times. He feels the city fields should be open for all citizens in Milford. He asked how someone can be turned down and what the procedure is now.

Mr. Brooks said the scheduling will fall under parks and recreation. Mr. Emory advised there is a usage form for the purpose of reserving the fields. Mr. Carmean informed the committee that any city property must be reserved.

Mr. Brooks recalled discussing the possibility of Milford Pop Warner using these fields. Approximately every other Saturday, they travel, but would need the field for their home games.

Mr. Ambrose confirmed that overall, boys and girls club would use the fields every day after school and questioned whether they would need the outdoor fields on weekends during the school year. Mr. Carmean pointed out the club is not open on Saturdays and Sundays. Mr. Krupanski said weekend use would be very minimal. Mr. Ambrose then verified that during the summer, it would be needed more during school hours.

Ms. Wilson advised the boys and girls club has traveling basketball and baseball teams on weekends. Mr. Krupanski agreed and noted that several clubs have t-ball and he is aware of one club with a traveling soccer league. Mr. Emory said that in those cases, they would need to be contracted and rented out as is currently done.

Mr. Krupanski said the license agreement for the boys and girls club using the field clearly states parks and recreation has authority over the fields and vice versa for the boys and girls club and its facility. Mr. Willard agreed that is the reason for the quarterly submission of schedules so that those hours can be worked out in advance.

Ms. Wilson said the final agreement can be worked out with boys and girls club and presented to council at the January 14th meeting.

Mr. Krupanski said a partnership agreement was also drafted by Mr. Willard which references the other agreements as attachments.

Mr. Willard said if the committee is comfortable with the license agreements as far as the form and terms, he is confident it will be ready for presentation at the January 14th council meeting. It was agreed that all blanks should be filled in prior to the January 14th meeting.

The \$800,000 issue was then presented for discussion. She advised that the \$800,000 came from the city several years ago through Mr. Emory. She asked if that is the final figure or can it be negotiated and where would that money be paid from.

Mr. Emory explained the \$800,000 was a figure the city planner provided him based on what she said would be generated from the open space rec fees. He said she calculated it on future development though it had nothing to do with construction costs. Unfortunately, those fees fell through which is when council decided to go to Plan B which involved the Fisherhawke acquisition of land which also fell through.

Mr. Ambrose advised that the open space fund presently contains approximately \$78,000 which is one tenth of the money needed. He said there have been several discussions with one consideration being the Quality of Life Initiative which he backed off because he felt there was sufficient money in the reserves to fund this pledge. The initial idea was to provide \$160,000 a year over a five-year term. He said that the first year, half of the money is available through the open space fund account.

Mr. Ambrose understands this was a commitment the city made as a governing body. We were requesting certain items in the new club though it was not going to be a dollar for dollar exchange. For example, if our items cost \$800,000, we would pay you \$800,000. That was never the intent. He feels the boys and girls club have based their budget on this pledge. To decrease that amount of money would be unconscionable.

Mr. Brooks respects the opinion of Mr. Ambrose. But Mr. Emory indicated that what he was getting at the facility cost \$445,000 though Ms. Marvel later indicated it was \$527,000. Mr. Carmean said that amount was the cost of the changes needed by parks and recreation.

Mr. Brooks said because that is the cost of what parks and recreation will need at the facility, he will approve Ms. Marvel's figures because she is familiar with the construction costs and he does support the children of Milford. But as an elected official, he cannot give away another \$270,000 without reason.

Mr. Carmean said if council agrees to provide the additional money beyond what the scope of the additional items, the policy that the city does not donate to nonprofit organizations will have to be changed because the additional funding will become a donation. There is a policy in place that the city does not donate to nonprofit organizations other than the exception of the fire company which the city contracts for fire services. However, council has the option of rescinding that policy that was adopted several years ago.

Mr. Brooks said if that policy is rescinded, a number of organizations will be knocking at our door again asking for donations.

Mr. Workman said if we change the policy, a limit should be put on how much the city will give away each year. Also, council will have the final say of where that money goes. Ms. Wilson said that is the way it was done in the past; Mr. Starling agreed that all organizations would then request donations.

Mr. Brooks said he will only agree to the costs of the items needed by parks and recreation and will not support the additional \$270,000.

Mr. Workman said the \$800,000 figure was thrown out and council said they would give that amount based on the fact they thought it was voted on. However, he later determined no final vote was taken. The way he read the minutes, it was to cover the cost of the bleachers, gym and swimming pool. All those costs came to \$527,000 according to a document Mr. Workman had. He agreed that council pledged the amount based on what was being built. The additional \$270,000 can be put toward the water tower and substation and the city will not have to borrow another \$270,000 through the bonds. He cannot justify any extra money being given away.

Mr. Starling feels that when council pledged the \$800,000, he does not recall it being specific to the items requested by parks and recreation. It was at a later date when someone asked the cost of those items, that a reference was made to the city's pledge. At no point does he remember the \$800,000 being given to cover the costs of those specific items.

Ms. Wilson then read from the May 23, 2005 minutes provided by Mr. Brooks:

"Mr. Emory explained his partnership slightly changes their plans because a double gym, eight-lane pool, concession, separate entrance and parking area has now been included. The plan also involves an outdoor space to be used for soccer fields."

She explained that was the list which the amount was later based on.

Mr. Krupanski said the actual costs are really for the larger gym, locker rooms, additional entrance and equipment such as the bleachers, gym divider and storage area. It was never his opinion this would be a dollar for dollar intent. He feels that for the \$270,000 in question, the city gains a \$5 million facility which can be used by Milford children. It was on that basis, according to Mr. Krupanski, that council felt \$800,000 was reasonable.

Ms. Wilson asked if the city was unable to live up to the \$800,000 commitment and could only provide \$527,000, would that impact their budget and their relationship. Mr. Krupanski stated the \$270,000 immediately puts them in the hole and would be a definite setback. That would mean they should cut back on either the size of the building or cut some other things out. However, he does not know if that is even possible at this time. Work is well underway and construction will be completed in approximately six months.

Mr. Carmean questioned whether the \$527,000 really covers the total cost of the parks and recreation upgrades. He said boys and girls club cannot say they doubled the size of the gym without having to increase the cooling, heating and lighting capacity. He feels there are other hidden costs and asked Mr. Krupanski if they have all those costs included in the \$527,000.

Mr. Krupanski said they did not include the larger utility units but only looked at the cost per square foot of the gym, expanded lockers, etc.

Mr. Brooks noted that Mr. Emory based this on 2,000 feet at \$152 per square foot for the expanded gym. Mr. Emory confirmed that was for the additional space. Mr. Carmean reiterated that he is speaking of expanded heating and cooling plans advising that more BTU's are needed for a larger facility.

Mr. Krupanski said that when he came up with this figure, he only attributed the costs to direct costs he could easily identify. He would not know how to calculate the costs of going from a 50,000 BTU unit to a 55,000 BTU unit, for example, because he would not know how to prorate it.

Mr. Workman said the city wants to see the exact costs of the construction needed for the city portion of this facility as Mr. Krupanski indicated would be available when he opened the books for council to review. All of those items, including the heating and cooling system, were increased and should have been part of those figures.

He added that \$800,000 is a lot of money and to give away extra money for unknown reasons should not be allowed. Council must still determine where the money will come from.

Mr. Willard verified that the former planner provided this \$800,000 figure based on anticipated revenue which was to be generated to parks and recreation. Mr. Emory confirmed that is correct.

Mr. Krupanski reiterated that when this was first discussed, it was not a dollar for dollar swap. That amount was what the city could provide to help the boys and girls club which is when the \$800,000 was identified. Mr. Carmean agreed adding that was over a five-year period.

Mr. Willard asked if there is any possibility that because some can justify the \$530,00 and other can justify the \$800,000, a compromise of giving them the \$530,000 plus another half or \$135,000 would be considered.

Mr. Brooks recalled that when the planner spoke about the \$800,000, most of the money was to come from open space which did not happen. The open space fund was an option developers could pay into if they did not meet their open space requirements. Initially, the money was to go into a fund where the city would eventually buy a piece of land for a park for the children who lived in multi-unit housing and had no yards to play in. Now we are taking that money and throwing it into a gymnasium that a lot of people will never use. Plus, it does not take care of the children who do not have a place to play which is the reason it was set up.

Ms. Wilson feels we are still accommodating those children through the expansion of the recreation program. Mr. Brooks said there is still not one park for children in this town. Ms. Wilson believes we should accommodate the increased number of people moving to this town and the way that parks and recreation has grown and will continue to grow will do that through additional programs. She said it is important to look ahead and be able to accommodate the youth five years from now which this facility will help do.

Mr. Brooks said we must also accommodate the small children and provide them with a place to ride their tricycles or those children who do not want to play sports.

Mr. Workman asked what percentage of the children that are members of the Milford Boys and Girls Club are actually from within Milford city limits. Mr. Krupanski does not know for sure, but believes it is 99%. Ms. Wilson agreed noting that almost all of their members walk from their homes in town. Mr. Krupanski said they may have six or eight members from Milton.

Mr. Workman said he was curious because the membership is open to other towns. Ms. Wilson said that most are from the city and city limits. They may not live in the City of Milford but they attend Milford School District.

Mr. Workman asked for a specific number of those members that live within in the city limits of Milford noting that council is responsible for the Milford children.

Mr. Starling stressed that it does involve Milford School District. Mr. Workman feels the school district is totally different. Mr. Brooks said that in 2002, there were 112 members from Lake Forest and 200 members during the summer. Ms. Wilson said there were doing satellite programs during that time period.

Mr. Krupanski said they are split off in a separate entity. He is reasonably sure, though he will double check, that number is close to 98 or 99 percent that come from the town of Milford.

Mr. Krupanski asked to address Ms. Wilson's previous question regarding the feeling of their relationship should the \$800,000 be reduced. He thinks his state board, as well as the local leadership, would feel that anything less would cause concern. It certainly would not help the relationship.

Mr. Carmean brought up the situation of council not being allowed to make contributions. They need to work through that tonight in this forum while they have the committee together. If that is a problem, they need to know in advance.

Mr. Workman said it is important that it be pointed out that the city has opened their arms to the boys and girls club. Getting \$527,000 is better than not getting anything though he cannot say for sure what will happen. But if the club is not going to get the \$800,000, he asked Mr. Krupanski if he is indicating the board will not be happy with the \$527,000.

Mr. Krupanski believes they would feel betrayed. He said there is the impression, as he heard many times, that in Milford, an individual or groups' word is their bond which means it does not necessarily have to be in writing. That is what he has heard from their own Milford leadership who has said if council agreed to and will work out the agreement, they will and they can be trusted. He said it raises that whole question of whether this is a real partnership. He understands the point that \$500,000 is better than nothing. But at the same time, his group is putting \$5.2 million into this project. They did not have to build in Milford and could have built anywhere. Middletown has the acreage, but Middletown is also willing to pay all the utilities in the new building as long as they remain there. They are also taking care of all of the grounds. When they considered location for the facility they are proposing, they looked at communities who were willing to work with them in order to make this possible. They will not make money on this, but instead are putting a million dollars a year back into this community to the kids in Milford in terms of their operating costs. There is no direct gain for the corporation unlike a business that is taking money out of the community and putting into someone's pocket. There are very few businesses or nonprofits that put that kind of money back into the community in operating costs and services for their kids.

Mr. Brooks said that is one of the reasons this committee should have met on this before. Prior to this \$800,000 being discussed, Mr. Carmean, Mr. Emory and the parks and recreation committee should have sat down and ironed out all of these issues long before it went to council. He said the May 23, 2005 meeting lasted 46 minutes and covered four agenda items. Obviously, there was not a lot of discussion on it at that time.

Ms. Wilson agreed stating that regardless of the amount decided on, it must be determined where the money will come from and how to give that amount legally because they are a nonprofit organization.

Mr. Starling is still confused on the \$800,000. That night this was voted on, whether it was the final vote or not, every council member agreed on the \$800,000. It was not asked what it would be used for other than it was to help the boys and girls club.

Mr. Brooks pointed out that at that time, they had a way of getting the money though that revenue since dried up.

Mr. Starling agreed that fell through, but there was still an agreement the money would be provided. Since then, council is saying that we did not agree on the \$800,000 and the revenue source is no longer there, so now we should not be held to our word and not give them anything.

Mr. Brooks said that it has since been determined exactly how much it will cost the boys and girls club to build a larger gym and other items needed by parks and recreation. That is why they should pay the associated costs of \$527,000. He said if you read the minutes, the city was not going to do anything with the pool. Instead, Bayhealth and Milford School District were involved in it.

Ms. Wilson wants the committee to decide what they will recommend to council and whether it will be \$800,000 or \$530,000 or another amount. Then a creative way needs to be devised so that it can be provided legally.

Mr. Starling asked if the committee decides to give them \$530,000 and council approves that amount, will that be the end of the \$270,000. His question is where the \$530,000 will come from.

Mr. Workman explained to Mr. Starling that once council votes on it, council must decide where the funding will come from. Council already knows that it will not come from the two sources originally planned because they are not happening.

Mr. Starling asked if council does not know where the \$800,000 will come from, where are they finding the \$530,000.

Mr. Brooks said the only fact we have at this point is that Mr. Ambrose said we have \$78,000 in the open space fund.

Mr. Ambrose recalled withdrawing his support of the Quality of Life Initiative because he felt there was enough money in the reserve funds to cover this commitment.

A long discussion then followed on various scenarios involving motions on the \$530,000 and the \$800,000 and whether one would cancel the other vote out.

Ms. Wilson pointed out the committee's recommendation will be presented to council for a vote. If that vote is denied, another motion could then be made at that time.

Mr. Brooks referred to the city policy that prohibits donations to nonprofit organizations. Therefore, he cannot vote in favor of the \$800,000. Breaking that policy would only open the door to other nonprofits.

The city solicitor then acknowledged the resolution passed by council in 2000 regarding the prohibition of donations to nonprofit organizations. He read the following:

"Be it resolved that the City of Milford discontinues and terminate the practice of providing funding to private and not-for profit organizations other than entities directly created or commissioned by the city or entities providing services to the city per agreement entered into with the City of Milford."

Mr. Willard's opinion is the boys and girls club will provide a service to the city though it may need to be studied more.

Mr. Workman said the city is paying for it, but Mr. Willard said it is an organization providing a service pursuant to a license agreement. His opinion is this moratorium not does apply to an entity in a partnership with parks and recreation.

Mr. Brooks said he brought it up was because Mr. Carmean had mentioned it. Mr. Willard said he understands but has only looked at the resolution for the first time. He feels council should do what is reasonable and should not be concerned about a precedent because this is a unique situation where the entity will have an agreement to provide services to the city.

Mr. Carmean agreed noting he will ask council to give \$10,000 to Downtown Milford (DMI) and his argument will be they are providing a service by helping Mr. Carmean with the Main Street Program and infrastructure and planning.

Mr. Workman added that is for x amount of dollars. But the city agrees to give DMI as we agreed to give to the Goat Island project so that Mr. Emory could obtain a grant. If council does not approve that amount, the other grants will not be provided. DMI is a nonprofit organization and they are only asking for \$10,000. Mr. Ambrose disagreed advising they are asking for \$150,000 and \$10,000 is just their initial request with a request for \$30,000 per year to follow over the next five years.

Mr. Workman pointed out the city is getting something back in return and both the city and the citizens of Milford are getting something back in that case just as they are in the Goat Island project.

Ms. Wilson and Mr. Starling both pointed out that in the case of the boys and girls club, the children of Milford will be getting something back.

Ms. Wilson said Mr. Willard's interpretation of the resolution has made her feel more comfortable. The committee members need to come up with a recommendation to present to council. Her motion is to recommend the \$800,000 be provided based on the agreement made several years ago. She cannot go against that and feels that with the help of Mr. Ambrose, Finance Director Jeff Portmann and City Manager Carmean, they will be able to come up with that funding. This will definitely benefit Milford's children and benefit the city as a whole for many years to come.

Motion then carried by the following 2 to 1 vote:

Ms. Wilson votes yes.

Mr. Brooks votes no.

Mr. Starling votes yes.

Mr. Carmean said if the license agreements are completed, this should be presented to council at the January 14th meeting.

Ms. Wilson said it appears that each item has been addressed and the minutes from this meeting will be included in the

council packet for other council members to read prior to the meeting in case they have questions.

Mr. Ambrose left the meeting at this time.

The parking lot/land swap was then presented for discussion. Ms. Wilson said the money is available through our legislators.

Mr. Brooks asked for a clarification on the street aid provided to the city by our legislators. He asked if that funding is only for streets or whether it can be used for other items.

Mr. Carmean explained that if the city owns the property, the Suburban Street Aid can be used for sidewalks, parking lots, curbing and possibly street lighting. Ms. Wilson said the land will have to be transferred back to the city to be eligible for the funding.

Mr. Workman explained that the legislators will provide the funding to the city who will use the money to build the parking lot. Then the city will take over its maintenance. The only way the legislators can do this is if it is in the city's name. They are unable to provide the funding to a nonprofit entity. He spoke to State Representative George Carey who informed Mr. Workman he would provide some of the funding and verified that this money will affect the money he would have provided Milford over the next several years to fix Milford streets.

Mr. Workman feels that only 5% of Milford citizens will use the parking lot, but over 95% of the citizens will drive on their roads.

Mr. Starling left at this time.

Mr. Willard said that when he drafted the agreement, he was unsure how this would work and whether the deed would revert if the deal fell through. He is not familiar with the street funds and whether this was a guarantee. He is asking Mr. Krupanski for his opinion on how this will work.

Mr. Krupanski advised that this was originally initiated for two main reasons. One is that construction costs for this project continue to grow and they are about \$300,00 short. The second issue what they learned when they begin to lay out the details of the building, including the parking lot. He stated that in every facility they have built, they have asked the city or council to provide a variance on the parking because kids don't drive and have no cars to park. At best, they may have 20 to 30 cars. In those meetings, it was recognized that parks and recreation will have parking needs with their staff and others while utilizing the athletic fields. Therefore, it was agreed the parking was needed. If the boys and girls club does not need it, parks and recreation will and they must try to accommodate the needs of parks and recreation.

Mr. Emory agreed the parking lot is needed.

Mr. Krupanski said it made sense to go to the state legislators to see if they would be willing to sponsor the youth. He agrees with Mr. Workman that those funds can only be used if the property is owned by the city. Their intent was to deed back, what council felt was appropriate, and whether it would be the property around the footprint or the footprint plus a designated area. Mr. Willard said they would need at least an egress out to the street.

Mr. Krupanski stated that in hindsight, it would have been easier to go for the variance and not accommodate parks and recreation. But parks and recreation would still have needed that parking. That piece of property needs to be identified and deeded back in a way to minimize any other code violations or regulations. If that meant they had to keep the footprint, plus an egress, they would keep the egress. The rest would then come back to the city to allow this funding.

Mr. Willard reiterated that he does not know enough about street funds though he was able to capture it in the agreement. The land would be deeded and the city would pursue funding and construction of the parking lot. If the funding was not obtained or the project completed by a certain date, he is unsure what would happen. He is unsure if the property could revert back to the club which would make them responsible.

Mr. Krupanski said that if the street funding did not come through, the city would not be responsible for the bill. However, the legislators want to make this happen and want to do something for Milford and the children in Milford.

Mr. Willard recommends the property be surveyed to get a proper land description before it is presented to council. He does not want this to hold up the other two items. Mr. Krupanski asked that the other two items proceed.

Mr. Willard said a separate agreement would be drafted on this matter and a subdivision will be necessary. His recommendation is council not consider this until the subdivision is complete.

Mr. Carmean feels some council members will be opposed to the subdivision. When it comes up, it will be a problem if something is not worked out in committee. Legislators want to provide this funding for the boys and girls club who also feel they are helping the city. He is unsure how they will feel if we do not do this. He also feels the boys and girls club should keep that plot of land because they are required by law to have that amount of parking with their square footage. The city is not required to provide parking for them though parks and rec does need the parking particularly with the adult rec programs.

The city manager said that because these legislators have guaranteed that money through the city, he will meet with Assistant City Manager David Baird and Street Superintendent Tim Webb to come up with \$300,000 worth of street projects, have the legislators sign off on those street projects, take money out of one of the reserve funds and because parks and recreation needs the parking lot at the club, pay for their paving. This will require no land swap, no surveying and no subdivision. In return, the city will get \$300,000 worth of streets done around town and though it will still be paid from the street repair money in reserves, the boys and girls club will keep their land, be responsible for any liabilities and maintain the parking lot. In the meantime, parks and recreation will be able to use the parking lot for their programs.

Mr. Carmean added that the legislators can do this over several years noting it will not need to be done at once. The projects will take a couple of years to complete. He said it will be up to Mr. Krupanski to come back to the city with their agreement to do these streets, sidewalks, etc. Mr. Carmean will provide a list of streets in each of their legislative districts.

Ms. Wilson and Mr. Brooks were both comfortable with the city manager's recommendation.

Mr. Emory added they have been very fortunate to find alternative funding for the sports complex and has received \$580,000 in state, federal and private funding. He feels the city gave eighteen acres to the youth of Milford to be developed at virtually no cost. The result will be a nice indoor facility and a nice outdoor facility.

Ms. Wilson thanked Mr. Krupanski for his willingness and patience to work with parks and recreation and looks forward to a long and successful partnership.

With no further business, Ms. Wilson adjourned the Parks and Recreation Committee Meeting at 7:48 p.m..

Respectfully submitted,



Terri K. Hudson, CMC
City Clerk/Recorder

Attachments (2)

**LICENSE AGREEMENT
GREATER MILFORD BOYS & GIRLS CLUB - CITY OF MILFORD**

THIS AGREEMENT, made this ____ day of _____, 200____, by and between the Greater Milford Boys & Girls Club of the Boys & Girls Clubs of Delaware, a Delaware Not for Profit Corporation (hereinafter "CLUB") and The City of Milford, a Municipal Corporation of the State of Delaware and the Milford Parks and Recreations (hereinafter collectively "CITY").

WHEREAS, CLUB is the OWNER of a certain property in the City of Milford, County of _____, State of Delaware, located at _____; and further described and attached hereto as Exhibit A (hereinafter "Premises"); and

WHEREAS, CLUB operates and uses the premises to provide and offer services to the community for the benefit of children and youth in the Milford area; and

WHEREAS, CITY desires to acquire a limited use license of the property herein described for the express purpose of providing recreational programs through its Parks and Recreation Department for the benefit of children and adults in the Greater Milford area; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. LICENSE TO USE: CITY shall have the right to use the following portions of the Premises, subject to the conditions and expressions set forth herein:
 - A. Gymnasium - CLUB shall provide CITY with access to one half (1/2) of the gymnasium during hours when CLUB programs are operating; and to the full gymnasium during hours when CLUB programs are not operating. CLUB will provide a minimum of 700 hours access annually. The precise schedule of use for the gymnasium shall be determined on a quarterly basis by the submission of a proposed schedule of gymnasium use from CITY to CLUB. CLUB shall review CITY'S proposed schedule and make reasonable efforts to accommodate CITY'S proposed schedule. However, CITY acknowledges that its proposed schedule shall be subject to the priority of CLUB'S demands, use and schedule for the gymnasium. Accordingly, CLUB may reject CITY'S proposed schedule in whole or in part. Notwithstanding the above, in no event shall CITY receive less than 700 hours of gymnasium time per year, which times shall be offered between the hours of 6:00 A.M. - 10:00 P.M., Monday through Sunday.

Once the CLUB has accepted a schedule from CITY, such schedule shall be signed and executed by both parties and shall be incorporated by reference into this agreement. The initial gymnasium schedule for CITY is attached hereto and incorporated by reference herein as Exhibit A. This initial schedule shall expire on _____. CITY shall furnish a new proposed schedule to CLUB, in writing, at least thirty (30) days prior to the expiration of the previous quarterly schedule and CLUB shall express its acceptance or rejection of the proposed schedule within fifteen (15) days of receipt. If the parties cannot agree on a schedule before the start of the next quarter, CLUB shall provide CITY with a final schedule, which schedule shall be binding on the parties until the next quarter.

The gymnasium area subject to this Section ___ is described on the floor plan attached hereto and incorporated by reference herein as Exhibit B.

- B. Locker Rooms - CITY shall have the right of access to the locker room area, described on the attached Exhibit B, during the times that CITY has scheduled use of the gymnasium. However, CITY acknowledges and agrees that its use of the locker room area during such times shall not be exclusive as CLUB and its members expressly reserve the right to use the locker room area at any and all times.
- C. Gymnasium Storage Space - During the term of this Lease, CITY shall be given limited access to the gymnasium storage space for purposes of storing CITY'S program equipment and supplies. The amount of space provided shall be at the sole discretion of CLUB and subject to the demands and use of the storage space by CLUB and its members. The gymnasium storage space is identified on the attached Exhibit B. CLUB shall not be held responsible or liable for lost or damaged equipment or supplies that CITY stores in the Club facility.
- D. Gymnasium Office - CITY shall have access to the gymnasium office for necessary business or emergency purposes during hours when CITY has scheduled use of the gymnasium. However, primary use of the gymnasium office shall be by CLUB. The gymnasium office is identified on the attached Exhibit B. Access to the Gymnasium Office shall include access to the telephone for emergencies or for necessary CITY business. CITY agrees to maintain an accurate, complete, and up-to-date monthly record of

any long distance phone calls placed by its staff using the CLUB's telephones. Within thirty (30) days of receiving a request for payment from CLUB, CITY shall reimburse CLUB for said long distance calls as well as for any additional telephone charges due to CITY's usage.

- E. Kitchen/Refreshment/Concessions - CITY shall have access to the kitchen/refreshment/concessions area, identified on the attached Exhibit B, during any athletic tournaments, league contests or special events identified on the approved gymnasium schedule. The approved gymnasium schedule shall denote those events that qualify as "athletic tournaments", "league contests" or "special events". At all other times, the kitchen/refreshment/concessions area shall be for the exclusive use of CLUB and its members. CITY shall properly and safely maintain, operate, and leave kitchen/refreshment/concessions area clean after each use.
- F. DISPLAYS: At the discretion of the CLUB, reasonable space may be provided to CITY to promote information on Milford Parks & Recreation programs and events. Such space may include bulletin boards and room for promotional displays at such locations on or within the Premises that CLUB may deem appropriate in its sole discretion. CITY shall not display or promote such information without first seeking the written consent of the CLUB, which consent may be given or withheld in the sole discretion of CLUB.
- G. PARKING: CITY shall have access to CLUB parking spaces, identified on the attached Exhibit C, for overflow parking purposes during the hours of 6:00 A.M. to 12:00 A.M., Monday through Sunday, subject to the terms and conditions set forth herein. The parties expressly acknowledge and understand that the CLUB retains the right of entry and use to its respective parking spaces and that the primary purpose of the described parking spaces is for the benefit of the CLUB. As such, any use of the described parking spaces by CITY shall be specifically subject and subordinate to the needs and usage of the CLUB. Accordingly, any dispute as to the scheduling or usage of CLUB Parking Spaces shall be construed in favor of CLUB. CITY agrees to use CLUB Parking Spaces for vehicle parking only and exclusively, in a reasonable, careful and proper manner and will not permit any waste or nuisance thereon. CITY shall not park any vehicles in CLUB Parking Spaces that do not fit within the painted lines for each space without interference to vehicle parking in the adjacent spaces. CITY shall not allow any commercial vehicles, tractors, trailers, machinery or other such personal property to park or be stored on CLUB Parking Spaces

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and shall not allow overnight parking on CLUB Parking Spaces. CITY hereto agrees to comply with and obey all laws, ordinances, rules, regulations, and requirements of the State, city, or other governmental subdivision or entity in which CLUB Parking Spaces are located as it relates to the use, occupancy or nature of the said Parking Spaces.

2. **ADMISSION OF NO RIGHT OR INTEREST ACQUIRED:** It is expressly understood, acknowledged and agreed by the parties that nothing contained in this agreement shall be construed as passing, continuing, transferring or otherwise providing any interest, whether legal or equitable, to CITY in the premises.
3. **LIMITED USE LICENSE:** The parties expressly acknowledge and understand that the primary purpose, use and operation of the premises is for the benefit of CLUB and its members. As such, any use of the premises by CITY shall be secondary to and subject to the demands and requirements of CLUB'S schedule and use and shall be solely for the purposes set forth herein. Any dispute as to scheduling or usage of the premises shall be construed in favor of CLUB.
4. **TERM:** This License shall begin at ____ o'clock ____ M. on _____, 200____, and shall terminate at ____ o'clock ____ M. on _____, 20____, unless sooner terminated as provided in this Agreement.
5. **CONSIDERATION:** In consideration for the License defined in Section One (1) herein, CITY agrees as follows:
 - A. **Athletic Fields** - CITY shall License to CLUB certain athletic fields located in Milford, Delaware, and identified by Tax Map Parcel No. _____ upon the terms and conditions of the License Agreement attached hereto and incorporated by reference herein as Exhibit D. Such terms and conditions shall include a minimum of 240 hours access each year during the months of June, July, and August; and a minimum of 400 hours of access each year from September through May of the next year.
 - B. **Maintenance** - CITY shall maintain, at its sole expense, the grounds around the premises, including, but not limited to, grass cutting, weed control treatment, tree and shrub trimming, snow removal, application of ice melt, lawn and landscape maintenance and enhancement and other such maintenance.
 - C. **Scholarships** - CITY shall provide, at its expense, a minimum of one hundred (100) full scholarships to CLUB members for participation in CITY'S parks and recreation programs.

D. License Fee - CITY shall pay the amount of \$72.00 per hour of access (as defined in section 1), which amount shall be due and payable on the fifteenth (15th) day of each month for the previous month's access. If the License Fee remains outstanding for more than five (5) days after the due date, it shall be subject to an automatic late charge of five percent (5%) of the monthly fee compounded monthly. CITY agrees to pay for a minimum of 700 hours access annually; therefore, the minimum amount to be paid each year to CLUB by CITY is \$50,400.00.

6. EQUIPMENT AND SUPPLIES: CITY shall be responsible for purchasing and providing its own supplies and equipment for its programs conducted on the Licensed Premises described in Section 1 herein (hereinafter the "Licensed Premises"). Such supplies shall include, but are not be limited to, first aid supplies, uniforms, whistles and other similar items. Equipment shall include, but not be limited to, basketballs, soccer balls, shin guards, volley balls, baseballs, baseball bats, wrestling mats and other similar items. CITY shall not use equipment and supplies belonging to CLUB without written permission from CLUB'S Executive Director. Likewise, CLUB shall not use equipment and supplies belonging to CITY without written permission from CITY'S Parks & Recreation Director.
7. FACILITY KEYS: CLUB shall provide CITY personnel with keys necessary to access the Licensed Premises. CITY shall reimburse CLUB within thirty (30) days for any and all costs associated with providing said keys. CITY agrees not to issue, lend, or otherwise provide any CLUB facility key to any person who has not registered with and been approved by CLUB. CITY shall maintain an up-to-date list of individuals possessing any CLUB facility key. CITY shall arrange for criminal background checks prior to requesting and/or issuing keys to any CITY staff member, employee, officer or other person associated with CITY (paid and unpaid).
8. RECORD KEEPING: CITY shall maintain ongoing, accurate, complete, and up-to-date records and listings of dates and times when CITY staff members, employees, officers or other persons associated with CITY (paid and unpaid) work in Facility. CITY shall also keep and maintain the records required to be kept pursuant to Section 1(D) of this Agreement. CITY shall also keep and maintain the records required to report on a quarterly basis the unduplicated number of youth served in CITY-sponsored programs offered in CLUB facilities; likewise, CITY shall provide on a quarterly basis the unduplicated number of adults served in CITY-sponsored programs offered in CLUB facilities. CITY shall provide CLUB with access to any records it is required to maintain pursuant to this Agreement upon request by CLUB.

9. RULES AND REGULATIONS: CITY and all persons visiting or temporarily occupying or working in, on or about the Licensed Premises must comply with all rules and regulations adopted by CLUB (a copy of any current rules and regulations has been delivered to CITY and is attached hereto and incorporated by reference herein as Exhibit D and with such changes therein or additional rules and regulations as CLUB may from time to time adopt or prescribe.
10. TERMINATION: Either party may terminate this License, with or without cause, upon 60 days written notice to the other party. In the event that this License is terminated, under any circumstances, the License governing the CLUB'S use of CITY fields executed simultaneously herewith shall automatically terminate. Likewise, if the License governing CLUB'S use of CITY fields shall terminate, for any reason whatsoever, this License Agreement shall automatically terminate.
11. INDEMNITY: CITY shall indemnify, defend, and hold harmless CLUB from any and all suits, claims, demands, actions, losses, or damages arising from the loss of life and / or injury or damage to person or property whatsoever by reason of or in connection with CITY's use and/or occupancy of the Licensed Premises. CLUB shall indemnify, defend, and hold harmless the CITY from any and all suits, claims, demands, actions, losses, or damages arising from the loss of life and/or injury or damage to person or property whatsoever by reason of or in connection with CLUB'S use and / or occupancy of the Leased Premises.
12. INSURANCE: Both parties at their own expense shall secure and maintain during the contract term general liability insurance which insures against claims for bodily injury, property damage, personal injury, and advertising injury arising out of or in connection with any operations or work under this AGREEMENT whether such operations are by either party, their employees, or subcontractors and their employees. The policy shall provide minimum limits of liability as follows:
 8. \$1,000,000.00 combined single limit - each occurrence
 9. \$2,000,000.00 combined single limit - general aggregate
 10. \$2,000,000.00 combined single limit - products / completed operations aggregate
 11. \$1,000,000.00 business auto liability - combined single limit
 12. \$500,000.00 worker's compensation - each accident / each employee
 13. \$3,000,000.00 umbrella excess liability insurance

The commercial general liability policy shall afford coverage for the explosion, collapse, and underground hazards, contractual liability, and liability arising from independent contractors. The aforementioned insurance limits shall be reviewed and adjusted on a yearly basis to reflect rising costs. CITY agrees to furnish a copy of its certificate(s) of insurance or other acceptable evidence that the

foregoing liability insurance is in full force and effect at all times to CLUB. CLUB shall be named as "Additional Insured" on all such insurance certificates.

13. SUCCESSOR AND ASSIGNS: This License Agreement shall not be transferable to any person or entity. However, the privileges and obligations of this License Agreement shall be binding upon the heirs, executors, successors and assigns of the parties.

14. NOTICE: All notices, requests, demands and other communications, required or permitted under this License shall be in writing, signed by or on behalf of the person giving such notice and shall be addressed to the following persons:

9.1 CITY:

9.2 CLUB: Maria Edgerton, Executive Director; Chris Basher, Vice President of Operations

15. DEFAULT AND REMEDIES: Acts of default under the terms of this License shall include, but not be limited to, the following:

10.1 Failure to do any act which is required by the terms of this Agreement.

10.2 The commission of any act which is prohibited by the terms of this Agreement.

10.3 The occurrence of any other act of default which is specified elsewhere in this Agreement.

10.4 Failure to furnish, pay or otherwise provide the consideration set forth in Section ___ herein, whether in whole or in part.

In the event of an act of default, the CLUB shall have the following remedies, which shall be cumulative:

10.5 Cancel and terminate this Agreement by Thirty (30) days written notice to CITY who shall thereupon surrender quiet and peaceable possession of the Licensed Premises and all keys and other personal property of CLUB to CLUB.

10.6 Eject CITY from Licensed Premises.

10.7 Exercise of any other remedy which may be available at law or in equity or under the terms of this License.

10.8 Collect any and all costs and expenses, including reasonable attorney's fees, associated with enforcing CLUB's remedies or the terms of this Agreement.

16. **CONSTRUCTION:** The language in all parts of this License shall in all cases be simply construed according to its fair meaning and not strictly for or against CLUB or CITY. In no event shall this agreement be construed as anything other than a license agreement.
17. **JURISDICTION:** This AGREEMENT and the legal relations between the parties hereto shall be governed by and in accordance with the laws of the State of Delaware.
18. **INTEGRATION:** This License Agreement sets forth all the promises or representations, agreements and undertakings between CLUB and CITY relative to the Licensed Premises. There are no promises, representations, agreements or undertakings, either oral or written, between CLUB or CITY except as set forth herein. No amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by both parties. This Agreement shall be binding upon CLUB and CITY, their heirs, executors, administrators, assigns and successors, both CLUB and CITY being duly authorized to execute the same.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

WITNESS

Mayor
CITY OF MILFORD

WITNESS

Director
MILFORD PARKS & RECREATION

WITNESS

PRESIDENT / CEO
BOYS & GIRLS CLUB OF DELAWARE

LICENSE AGREEMENT
GREATER MILFORD BOYS & GIRLS CLUB - CITY OF MILFORD

THIS AGREEMENT, made this ____ day of _____, 200__, by and between the Greater Milford Boys & Girls Club of the Boys & Girls Clubs of Delaware, a Delaware Not for Profit Corporation (hereinafter "CLUB") and The City of Milford, a Municipal Corporation of the State of Delaware and the Milford Parks and Receptions (hereinafter collectively "CITY").

WHEREAS, CITY is the OWNER of a certain property in the City of Milford, County of _____, State of Delaware, located at _____; and further described and attached hereto as Exhibit A (hereinafter "Premises"); and

WHEREAS, CITY operates and uses the premises to provide and offer recreational services to the community for the benefit of children and adults in the Milford area; and

WHEREAS, CLUB desires to acquire a limited use license of the property herein described for the express purpose of providing recreational programs and services to its members and the children and youth of the Milford area; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. LICENSE TO USE: CLUB shall have the right to use the following portions of the Premises, subject to the conditions and expressions set forth herein:

- A. Soccer and Other Athletic Fields and Playgrounds - CITY shall provide CLUB with exclusive access to soccer and other athletic fields and playgrounds for a minimum of 20 hours per week and 240 hours during the months of June, July and August and a minimum of 10 hours per week and 400 hours during all remaining months. The precise schedule of use for the soccer and other athletic fields and playgrounds shall be determined on a quarterly basis by the submission of a schedule of use from CLUB to CITY, which proposal shall be binding on both parties.

Once CITY has received the schedule of use, such schedule shall be signed and executed by both parties and shall be incorporated by reference into this agreement. The initial schedule of use is attached hereto and incorporated by reference herein as Exhibit B. This initial schedule shall expire on _____. CLUB shall furnish a new schedule of use to CITY, in writing, at least thirty (30) days prior to the expiration of the previous quarterly schedule.

The soccer fields and playgrounds subject to this Section ___ are described on the plan attached hereto and incorporated by reference herein as Exhibit C.

- B. Basketball Courts and Volleyball Courts - CITY shall, at its sole expense, construct and install outdoor basketball courts and a beach volleyball court on the Premises or, subject to CLUB's approval, upon the Club's Premises, described in the attached Exhibit D. The said basketball courts and beach volleyball court shall be constructed in accordance with the plans and specifications attached hereto and incorporated by reference herein as Exhibit E.

Upon completion of the basketball courts and beach volleyball court, CLUB shall submit a schedule of use to CITY in accord with the minimum and maximum hours set forth in Section 1(A) above. The said schedule shall be binding on the parties and CLUB shall have exclusive use of the basketball courts and beach volleyball court during the specified dates and times on the schedule of use. The initial schedule of use for the basketball courts and volleyball court shall expire ___ days after it is submitted and CLUB shall furnish a new schedule of use to CITY, in writing, at least thirty (30) days prior to the expiration of the previous quarterly schedule.

- C. DISPLAYS: At the discretion of the CITY, reasonable space may be provided to CLUB to promote information on CLUB programs and events. Such space may include bulletin boards and room for promotional displays at such locations on or within the Premises that CITY may deem appropriate in its sole discretion. CLUB shall not display or promote such information without first seeking the written consent of the CITY, which consent may be given or withheld in the sole discretion of CITY.

- D. PARKING: CLUB shall have access to CITY parking spaces, identified on the attached Exhibit F, for overflow parking purposes during the hours of 6:00 A.M. to 12:00 A.M., Monday through Sunday, subject to the terms and conditions set forth herein. The parties expressly acknowledge and understand that the CITY retains the right of entry and use to its respective parking spaces and that the primary purpose of the described parking spaces is for the benefit of the CITY. As such, any use of the described parking spaces by CLUB shall be specifically subject and subordinate to the needs and usage of the CITY. Accordingly, any dispute as to the scheduling or usage of CITY Parking Spaces shall be construed in favor of CITY. CLUB agrees to use CITY Parking Spaces for

vehicle parking only and exclusively, in a reasonable, careful and proper manner and will not permit any waste or nuisance thereon. CLUB shall not park any vehicles in CITY Parking Spaces that do not fit within the painted lines for each space without interference to vehicle parking in the adjacent spaces. CLUB shall not allow any commercial vehicles, tractors, trailers, machinery or other such personal property to park or be stored on CITY Parking Spaces and shall not allow overnight parking on CITY Parking Spaces. CLUB hereto agrees to comply with and obey all laws, ordinances, rules, regulations, and requirements of the State, city, or other governmental subdivision or entity in which CITY Parking Spaces are located as it relates to the use, occupancy or nature of the said Parking Spaces.

2. ADMISSION OF NO RIGHT OR INTEREST ACQUIRED: It is expressly understood, acknowledged and agreed by the parties that nothing contained in this agreement shall be construed as passing, continuing, transferring or otherwise providing any interest, whether legal or equitable, to CLUB in the premises.
3. TERM: This license agreement shall begin at _____ o'clock ____ .M. on _____, 2007, and shall terminate at _____ o'clock ____ .M. on _____, 20____, unless sooner terminated as provided in this Agreement.
4. CONSIDERATION: In consideration for the License defined in Section One (1) herein, CLUB agrees as follows:

CLUB FACILITY - CLUB shall license to CITY the right to use portions of its facility and premises located in Milford, Delaware, and described in the attached Exhibit D, upon the terms and conditions of the License Agreement attached hereto and incorporated by reference herein as Exhibit F.
5. SUPPLIES: CLUB shall be responsible for purchasing and providing its own supplies and equipment for its programs and activities conducted on the Licensed Premises described in Section 1 herein (hereinafter the "Licensed Premises"). Such supplies shall include, but are not be limited to, first aid supplies, uniforms, whistles and other similar items. Equipment shall include, but not be limited to, basketballs, soccer balls, shin guards, volley balls, and other similar items. The term "supplies" or "equipment" shall not include soccer nets or goals, basketball rims, backboards, poles or hoops, and volleyball nets or poles.
6. MAINTENANCE: CITY shall be solely and exclusively responsible, at its own expense, for the maintenance, repair and upkeep of the Premises and CITY shall

maintain the premises in a good and reasonable condition consistent with its current state for use by CLUB.

7. RULES AND REGULATIONS: CLUB and all persons visiting or temporarily occupying or working in, on or about the Licensed Premises must comply with all rules and regulations adopted by CITY (a copy of any current rules and regulations has been delivered to CITY and is attached hereto and incorporated by reference herein as Exhibit G).
8. TERMINATION: Either party may terminate this License, with or without cause, upon 60 days written notice to the other party. In the event that this License is terminated, under any circumstances, the License executed simultaneously herewith and attached hereto as Exhibit F, which governs CITY's use of CLUB facilities, shall automatically terminate. Likewise, if the License governing CITY's use of CLUB facilities shall terminate, for any reason whatsoever, this License Agreement shall automatically terminate.
9. INDEMNITY: CLUB shall indemnify, defend, and hold harmless CITY from any and all suits, claims, demands, actions, losses, or damages arising from the loss of life and/or injury or damage to person or property whatsoever by reason of or in connection with CLUB's use and/or occupancy of the Licensed Premises. CITY shall indemnify, defend, and hold harmless CLUB from any and all suits, claims, demands, actions, losses, or damages arising from the loss of life and/or injury or damage to person or property whatsoever by reason of or in connection with CITY's use and/ or occupancy of the Licensed Premises.
10. INSURANCE: Both parties at their own expense shall secure and maintain during the contract term general liability insurance which insures against claims for bodily injury, property damage, personal injury, and advertising injury arising out of or in connection with any operations or work under this AGREEMENT whether such operations are by either party, their employees, or subcontractors and their employees. The policy shall provide minimum limits of liability as follows:
 7. \$1,000,000.00 combined single limit - each occurrence
 8. \$2,000,000.00 combined single limit - general aggregate
 9. \$2,000,000.00 combined single limit - products / completed operations aggregate
 10. \$1,000,000.00 business auto liability - combined single limit
 11. \$500,000.00 worker's compensation - each accident / each employee
 12. \$3,000,000.00 umbrella excess liability insurance

The commercial general liability policy shall afford coverage for the explosion, collapse, and underground hazards, contractual liability, and liability arising from independent contractors. The aforementioned insurance limits shall be reviewed

and adjusted on a yearly basis to reflect rising costs. CLUB agrees to furnish a copy of its certificate(s) of insurance or other acceptable evidence that the foregoing liability insurance is in full force and effect at all times to CITY.

11. SUCCESSOR AND ASSIGNS: This License Agreement shall not be transferable to any person or entity. However, the privileges and obligations of this License Agreement shall be binding upon the heirs, executors, successors and assigns of the parties.

12. NOTICE: All notices, requests, demands and other communications, required or permitted under this Lease shall be in writing, signed by or on behalf of the person giving such notice and shall be addressed to the following persons:

11.1 CITY:

11.2 CLUB: Maria Edgerton, Executive Director; Chris Basher, Vice President of Operations

13. DEFAULT AND REMEDIES: Acts of default under the terms of this lease shall include, but not be limited to, the following:

10.1 Failure to do any act which is required by the terms of this Agreement.

10.2 The commission of any act which is prohibited by the terms of this Agreement.

10.3 The occurrence of any other act of default which is specified elsewhere in this Agreement.

10.4 Failure to furnish, pay or otherwise provide the consideration set forth in Section ___ herein, whether in whole or in part.

In the event of an act of default, CITY shall have the following remedies, which shall be cumulative:

10.5 Cancel and terminate this Agreement by Thirty (30) days written notice to CLUB who shall thereupon surrender quiet and peaceable possession of the Licensed Premises to CITY.

10.6 Eject CLUB from the Licensed Premises.

10.7 Exercise of any other remedy which may be available at law or in equity or under the terms of this Lease.

14. CONSTRUCTION: The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against CLUB or CITY. In no event shall this agreement be construed as anything other than a license agreement.

15. JURISDICTION: This AGREEMENT and the legal relations between the parties hereto shall be governed by and in accordance with the laws of the State of Delaware.
16. INTEGRATION: This License Agreement sets forth all the promises or representations, agreements and undertakings between CLUB and CITY relative to the Licensed Premises. There are no promises, representations, agreements or undertakings, either oral or written, between CLUB or CITY except as set forth herein. No amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by both parties. This Agreement shall be binding upon CLUB and CITY, their heirs, executors, administrators, assigns and successors, both CLUB and CITY being duly authorized to execute the same.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

WITNESS

Mayor
CITY OF MILFORD

WITNESS

Director
MILFORD PARKS & RECREATION

WITNESS

President/CEO
BOYS & GIRLS CLUB OF DELAWARE

MILFORD CITY COUNCIL
MINUTES OF MEETING
December 26, 2007

A Public Hearing was held before Milford City Council on Wednesday, December 26, 2007 in the Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware to take final action upon the matter of:

The request of Service General Corporation on behalf of Donald M. Prouse, Jr. of Dolphin Realty LLC for a Conditional Use to allow a laundromat in a C-3 District at 340 Northeast Front Street, Milford, Delaware, Tax Map MD-16-183.11-01-02.00. Present Use Restaurant/Office; Proposed Use Retail Office/Bank/Laundromat.

PRESIDING: Honorable Mayor Joseph R. Rogers

IN ATTENDANCE: Councilpersons Irvin Ambrose, John Kramlich, John Workman, Clifford Crouch and Owen Brooks, Jr.

STAFF: Assistant City Manager David Baird and City Clerk Terri Hudson

COUNSEL: City Solicitor Timothy Willard

Mayor Rogers called the Public Hearing to order at 7:02 p.m. and followed with a reading of the public notice.

City Planner Gary Norris advised the request is for a conditional use at the former Domino Pizza site; the proposal is for a retail office, bank and laundromat. The planning commission determined there are two other existing laundromats in the C-3 zone. Their recommendation was for approval of the conditional use.

Mr. Brooks stated he previously spoke with the city manager when he was contacted by a Laurel realtor who was interested in the building. At that time, City Manager Carmean advised there was not enough parking for that use.

Mr. Norris advised that a variance for relief from the required off street parking was approved in August by the Board of Adjustment which allows seven parking spaces instead of the required twelve. Mr. Norris said the property is unique in shape noting that some of the parking infringes on the right of way on Northeast Front Street.

Applicant Rueben Rocat stated he is a representative for Service General and explained that the conditional use approval is required in order to purchase the property. He advised this will be the fifth store in Sussex County and informed council that because they offer a pickup and delivery laundry service, there are not a lot of vehicles on their site. Even though they will have twenty washers and twenty dryers, ten will be utilized by the on-site attendant need to provide the washing and folding service to its customers.

Mr. Rocat reported they will also provide a check cashing and bill payment service and have worked with Perdue and Mount Air Farms in the past. Because they usually serve the low-income community, most of their customers do not have transportation. He added they will also offer a stuffing service with transportation provided by the company to those workers.

Each location is normally run by the owner/operator. The exception is on Fridays when there may be two employees. If parking appears to be a problem, the person working may park in another location to provide the additional parking space. Mr. Rocat also referred to the additional parking behind the building which could be used if necessary.

Mr. Norris advised that if the building was expanded, another variance would be required or the mandated number of parking spaces met. The only change to the present building will be the addition of a 300- gallon water tank needed for the washing machines.

No one from the public spoke for or against the application.

Mr. Crouch moved for approval of the conditional use to allow a laundromat in a C-3 district, seconded by Mr. Kramlich.

Motion carried by the following 3-2 vote:

Yes-Ambrose, Kramlich, Crouch

No-Workman, Brooks

Mr. Brooks votes no because he is concerned Front Street is heavily traveled and its proximity to the police department.

When questioned about the vote, Mr. Willard confirmed the application was approved and only needed a simple majority.

With no further discussion, Mayor Rogers adjourned the Public Hearing at 7:13 p.m.

Respectfully submitted,

Terri K. Hudson, CMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
December 26, 2007

A Public Hearing was held before Milford City Council on Wednesday, December 26, 2007 in the Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware to take final action upon the matter of:

The request of Scott Engineering, Incorporated on behalf of First United Pentecostal Church for the Minor Subdivision of the 45.70 +/- Acre Parcel into Four Parcels (4.97 acres; 7.53 acres; 27.92 acres; 2.29 acres +/-) in a C-3 District east of State Route 1, northeast of Carpenter Pit Road and north of Road 408A, Milford, Delaware. Tax Map No. MD-16-174.00-03-01-000. Use Restaurant/Office; Proposed Use Retail Office/Bank/Laundromat.

PRESIDING: Honorable Mayor Joseph R. Rogers

IN ATTENDANCE: Councilpersons Irvin Ambrose, John Kramlich, John Workman, Clifford Crouch and Owen Brooks, Jr.

STAFF: Assistant City Manager David Baird and City Clerk Terri Hudson

COUNSEL: City Solicitor Timothy Willard

Mayor Rogers called the Public Hearing to order at 7:13 p.m., followed by a reading of the Public Notice.

City Planner Norris advised this is a minor subdivision of four lots which was reviewed by planning commission who recommended approval. Approval was granted with the condition that Lighthouse Estate Drive will be brought up to DELDOT specifications because of the increased commercial activity on either side. An additional recommendation was to increase the utility easement on either side of the road as well as provide an easement to the rear parcel four going to parcel three to be used as a sewer easement.

Greg Scott of Scott Engineering represented the applicant. He reported this application is part of an overall piece of property that was originally 73 acres and subdivided some time ago. A portion was subdivided off which became Lighthouse Estates, a single family residential subdivision. The owner now desires to subdivide the balance into four separate lots with one lot being on the southerly side of Lighthouse Estates Drive designated as commercial lot one; the second commercial lot would be on the north side of Lighthouse Estates Drive; the third commercial lot will be the proposed Hampton Inn and the fourth lot to the north is the portion where the church is developing which includes the youth building, daycare and associated uses. He reported that site plan has already been seen for preliminary approval whose final will be submitted in the very near future.

They have discussed with DELDOT the improvements needed to the roads which include the commercial upgrades to Lighthouse Estates Drive. The additional right of way has been dedicated to accommodate that.

DELDOT has provided a letter of no objection based on those proposed right of ways shown on the minor subdivision plan. The fire marshal has reviewed the plan and provided his approval as well. All other agencies have provided letters of no objections.

It was noted that a variance was applied for and granted by the Board of Adjustment in August for relief from the required three-acre minimum lot size for the 80-room Hampton Inn site.

Carpenter Pit Road will be extended north to where New Wharf Road intersects with Big Stone Beach Road. The hotel site will be accessed from Carpenter Pit Road to Lighthouse Estates Drive. A main entrance will extend into the commercial property with another entrance on the opposite side to serve the other commercial parcel. There is adequate circulation for traffic throughout the site.

No one from the public spoke for or against the application.

Mr. Kramlich moved for approval of the minor subdivision, seconded by Mr. Crouch. Motion carried by unanimous roll call vote.

With no further discussion, Mayor Rogers adjourned the Public Hearing at 7:20 p.m.

Respectfully submitted,

Terri K. Hudson, CMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
December 26, 2007

A Public Hearing was held before Milford City Council on Wednesday, December 26, 2007 in the Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware to take final action upon the matter of:

The request of President Joseph Warnell on behalf of Mill-Pond Properties for a Minor Subdivision of a 9.466 +/- acre parcel into two parcels (.5519 and 8.9141 +/- acres) in an R-2 District at McCoy Street (south side of McCoy Street, 1,430 feet east of South Walnut Street) Milford, Delaware. Tax Map No.3-30-10.12-104.02.

PRESIDING: Honorable Mayor Joseph R. Rogers

IN ATTENDANCE: Councilpersons Irvin Ambrose, John Kramlich, John Workman, Clifford Crouch and Owen Brooks, Jr.

STAFF: Assistant City Manager David Baird and City Clerk Terri Hudson

COUNSEL: City Solicitor Timothy Willard

Mayor Rogers called the Public Hearing to order at 7:21 p.m., followed by a reading of the Public Notice.

City Planner advised this the minor subdivision for a .55 acre parcel. It has been reviewed by the Planning Commission who recommended approval.

Applicant Joseph Warnell was in attendance. He informed council this area has been used as a softball practice field for the past fifteen years.

Mr. Brooks moved for approval of the .55 acre subdivision, seconded by Mr. Workman. Motion carried by unanimous roll call vote.

With no further discussion, Mayor Rogers adjourned the Public Hearing at 7:22 p.m.

Respectfully submitted,

Terri K. Hudson, CMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
December 26, 2007

A Public Hearing was scheduled before Milford City Council in the Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware on Wednesday, December 26, 2007 at which time Ordinance 2007-2 may be adopted, with or without amendments.

PRESIDING: Honorable Mayor Joseph R. Rogers

IN ATTENDANCE: Councilpersons Irvin Ambrose, John Kramlich, John Workman, Clifford Crouch and Owen Brooks, Jr.

STAFF: Assistant City Manager David Baird and City Clerk Terri Hudson

COUNSEL: City Solicitor Timothy Willard

Adoption of Ordinance 2007-2

Section 1.

An Ordinance to amend the Code of the City of Milford, Chapter 230, thereof, entitled, Zoning by removing the limitation to two practitioners per office in a Community (Neighborhood) Commercial District.

Section 2.

The Zoning Code of the City of Milford is hereby amended by amending Section 230-12 B(2) as follows:

B. Permitted uses. Permitted uses for the C-1 District shall be as follows:

(2) Offices for professional services and administrative activities REMOVE "limited to two practitioners per office".

Section 3.

Dates.

Adoption Date: December 26, 2007

Effective Date: January 5, 2008

Mayor Rogers called the Public Hearing to order at 7:22 p.m.

City Planner Gary Norris recalled the public hearing when an accountant requested the expansion of his business on North Walnut Street. It was necessary to have his property rezoned because of this limitation and its removal from the zoning code recommended by the planning commission. Since that time, City Solicitor Willard has drafted an amendment to the zoning ordinance which removes the limitation of two practitioners. He referred to the number of uses permitted in the C-1 zone that allowed a large number of employees. The removal of this limitation would make it consistent with the balance of the uses.

Solicitor Willard is unaware of any logic for the inclusion of the limitation and recommends its removal.

No one from the public commented on the proposed ordinance.

Mr. Crouch moved for adoption of Ordinance 2007-2, seconded by Mr. Ambrose. Motion carried by unanimous roll call vote.

With no further discussions, Mayor Rogers adjourned the Public Hearing at 7:24 p.m.

Respectfully submitted,

Terri K. Hudson, CMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
December 26, 2007

A Public Hearing was scheduled before Milford City Council in the Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware on Wednesday, December 26, 2007 at which time Ordinance 2007-9 may be adopted, with or without amendments.

PRESIDING: Honorable Mayor Joseph R. Rogers

IN ATTENDANCE: Councilpersons Irvin Ambrose, John Kramlich, John Workman, Clifford Crouch and Owen Brooks, Jr.

STAFF: Assistant City Manager David Baird and City Clerk Terri Hudson

COUNSEL: City Solicitor Timothy Willard

Adoption of Ordinance 2007-9

The City of Milford hereby ordains as follows:

Section 1.

An Ordinance to amend the Code of the City of Milford, Chapter 230, thereof, entitled, Zoning.

Section 2.

This ordinance removes R-8 as a permitted use in the IS District and the IM District; adds R-2 as a Conditional Use in the IS District and IM District; and requires additional criteria when calculating new developable land.

Section 3.

The Zoning Code of the City of Milford is hereby amended by removing the uses permitted in the R-8 Zoning District as described in the (1) Purpose of the Institutional Service District added to Article III Use and Area Regulations by Ordinance 2006-10.

1. Purpose.

The purpose of the Institutional Service District is to further the public health, safety and welfare by providing a location for schools, governmental buildings and uses, health-care related uses, a hospital, and all other health-care facilities with appropriate access to public streets, utilities and municipal services, adequate parking areas, and circulation of traffic. This district is created to serve residents of the City of Milford as well as surrounding areas by allowing the existing educational, governmental, hospital and health-care facilities and corresponding supporting uses and structures to expand, in order to meet the growing demand and needs of the community for these above mentioned uses. This district has been created to establish reasonable standards for such educational, governmental INSERT and health care facilities and services, DELETE as well as uses permitted in the R-8 Zoning District.

Section 4.

The Zoning Code of the City of Milford is hereby amended by removing R-8 as a (3) Permitted Use in the Institutional Service District added to Article III Use and Area Regulations by Ordinance 2006-10

3. Permitted uses.

DELETE BB. All uses permitted in the R-8 zoning district.

Section 5.

The Zoning Code of the City of Milford is hereby amending by inserting a new paragraph to Article III, IS Institutional Service District, added by Ordinance 2006-10, as follows:

INSERT

Conditional uses subject to special regulations.

The following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions of Article IX of this Chapter:

(A) R-2 Residential District.

Section 6.

The Zoning Code of the City of Milford is hereby amended by removing R-8 as a (3) Permitted Use in the Institutional Medical District added to Article III Use and Area Regulations by Ordinance 2006-10.

3. Permitted uses.

DELETE N. All uses permitted in the R-8 zoning district.

Section 7.

The Zoning Code of the City of Milford is hereby amending by inserting a new paragraph to Article III, IM Institutional Medical District, added by Ordinance 2006-10, as follows:

INSERT

Conditional uses subject to special regulations.

The following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions of Article IX of this Chapter:

(A) R-2 Residential District.

Section 8.

The Zoning Code of the City of Milford is hereby amended by requiring additional criteria when calculating net developable land as described in (D) District Regulations in the R-8 Garden Apartment and Townhouse District added by Ordinance 2007-3.

D. District Regulations

(1) Allowable density shall be based upon the net developable land for any given parcel. Net developable land shall be equal to the gross acreage of the parcel minus non-developable acreage including regulated state and federal wetland areas, the 100 year flood plain as depicted on the most current FEMA panels, INSERT storm water management areas, community wastewater areas and conservation easement areas.

Section 9.

Dates.

Adoption Date: December 26, 2007

Effective Date: January 5, 2008

Mayor Rogers called the Public Hearing to order at 7:24 p.m. followed by a reading of the Public Notice.

City Planner Gary Norris advised that this ordinance proposes to remove the R-8 uses currently permitted in the Institutional Service (I-S) and Institutional Medical (I-M) Districts. The planning commission recommends deleting the R-8 zoning uses and substituting in its place, as a conditional use, the R-2 zone. They also recommended the reduction of the developable area of the storm water management area, community wastewater areas and conservation easement areas.

Mr. Norris further explained that this has been extensively discussed by the planning commission. He reported there were at least three motions to get to this final recommendation. The first motion was for R-1 and by a vote of 3 to 3, did not pass. Another recommendation was for R-2 which was denied by a vote of 3-3. The final vote was to allow R-2 as a conditional use, as opposed to allowing the R-8 uses currently permitted.

Mr. Ambrose verified that R-2 permits five buildings per acre, but noted that those buildings in a conditional use can be duplexes which would allow ten units per acre. Planning Commission Chairman Randy Marvel responded it is actually closer to four than five. Mr. Ambrose calculated that would mean eight duplexes.

Mr. Norris explained that the lot size for a duplex in an R-2 is 4,000 square feet. An acre is 43,560 square feet and on an average, about 15% would be subtracted for streets and other essentials.

Mr. Crouch asked for the city planner's opinion. Mr. Norris said he feels it should be developed as the institutional service and institutional medical, because as he has said in the past, with a residential component and commercial area. He believes this zone should not be restricted to the institutional medical or institutional service uses and a developer should have the ability to build residentially. Livable Delaware should be considered which promotes areas where you can work, live and

have the ability to walk to work as well as walk to your home.

Mr. Ambrose asked that Mr. Marvel refresh councils' memory on this history of this ordinance because it has been discussed for a long period of time.

Mr. Crouch said he would like to point out that council approved the institutional service and institutional medical with the R-8 component by a vote of 6 to 2. He then asked why the planning commission has continued to pursue this in an effort to change it. He added that no requests have been received for this particular zone and asked what the driving force is behind the change.

Planning Chairman Marvel said he will start at the beginning with the R-8 issue. Mr. Marvel said they reviewed many applications where the R-2 was not sufficient but the R-3 was too high and they were trying to find something that fit between the R-2 and R-3. As a result, Mr. Marvel drafted the R-8 ordinance which included a definition of the density with specific things to be subtracted from the density. Somewhere between the time when the planning commission made the recommendation to council and when it was presented to council, certain items they recommended had been removed. Therefore, what council received was not the recommendation of the planning commission. Council approved something that was not the recommendation of the commission.

Mr. Marvel explained that part of what is being presented to council this evening takes the R-8 back to the original recommendation of the planning commission. It includes the density calculation which the commission felt the storm water management area, community waste water area and conservation easement areas should be subtracted from the density calculation area because you cannot build houses on those areas regardless of the zoning.

Mr. Crouch asked if that is consistent with the other zones; Mr. Marvel advised the other zones are not as clear in how they are defined when they were written many years ago. When they updated this portion of the zone, they tried to bring it up to date which included a much clearer definition.

Mr. Ambrose asked if the planning commission will pursue this in other zones in order to make them consistent in their clarity. Mr. Marvel said that in reality, there really are no four or eight per acre in the R-1 and R-2 because it is actually defined by the size of a lot. A lot cannot be placed in a wetland or conservation easement area but only placed on high ground. They are trying to make the density calculation the same in the R-8 as it is in the R-1 and R-2. The R-3 is somewhat cloudy and they may want to come back and review that, but the attempt was to have the definition in the R-8 consistent with R-1 and R-2 in the way the county and state looks at those areas.

Mr. Marvel further clarified that when the institutional zone was approved by council, R-8 was made one of the uses which is part of the reason this was done. According to Mr. Marvel, the I-S and the I-M ordinances were drafted by Mr. Norris and forwarded to the planning commission. It was reviewed during several meetings. Their recommendation to council did not include the R-8. He said the commission voted on that at least twice. The first time was to not include the R-3; after the R-8 entered the picture, the commission voted not to include the R-8. At that point, he does not remember if it included the R-1 or R-2, but it was definitely not R-8. The consistent opinion of the planning commission was they did not feel that much density was warranted in the institutional zones. If someone wanted a higher density, they could request a specific rezoning such as an R-3 or R-8. But they did not feel it was appropriate for the institutional area.

He reiterated that once it left the planning commission as a recommendation and was presented to council, the R-8 was made part of the ordinance and approved by council. Once the planning commission saw that council approved something they did not recommend, they realized that council did not receive their opinion at the time the vote was taken. It was then up to the planning commission to correct that and say they did not feel what council did was right and felt it should be changed. That is the reason the new ordinance was developed and why it is being presented for council action today.

Mr. Crouch asked Mr. Marvel if he is saying that what council did was wrong; Mr. Marvel said in their opinion yes. The commission does not feel they had their recommendation when council made their decision and it was not properly presented. The planning commission feels it should be this way, council was not presented with that information and no one from the commission was allowed to speak to council.

Mr. Marvel said council made a decision which is their right, but the commission also has a right to make recommendations to council under the charter which is how it was done.

Mr. Crouch said that when the commission voted on the R-8, it was a tie 3 to 3 vote. Mr. Marvel agreed there have been many votes and that a lot of time passed. The last meeting when they discussed their recommendation, there was a vote for R-1 and a vote for R-2. There was not a majority on either recommendation. They debated it but there was not a majority in the vote. He noted they were short a couple of commissioners and did not want to wait and redo it, so a third vote was taken which is when it was decided the R-2 would be added as a conditional use. He said at no point, was a majority of the commission in favor of R-3 or R-8 in this zone.

Mr. Kramlich said he was at that meeting and Mr. Marvel's recollection is correct.

Mr. Workman said because it came to council in a different way than it was presented to the planning commission, how could they have gotten that information. He asked where council began to miss this information. He thought that is the reason for the planning commission and it should then be brought back to council. It was verified that the minutes of the planning commission meetings are included in the council packets for council review.

Mr. Crouch asked if the planning commission ever considered making all residential zones a conditional use in these zones. Mr. Marvel repeated that the planning commissions' recommendation is for a conditional use for R-2. Mr. Crouch understands, but asked if the other residential zones were ever considered so that a developer could ask for any of the residential classifications as a conditional use which would require them to come back before the planning commission and council for approval.

Mr. Marvel said that over the course of four or five meetings while discussing this zone, they considered a number of issues. At one point, it was not going to be a conditional use. The R-1 or R-2 were being considered though the final recommendation was that the R-2 be a conditional use.

Mr. Ambrose feels there may be a value to the developer who wants to add a residential component, regardless of the classification, and they would then have to come back for a conditional use approval. He said it can be down-zoned and if approved as an R-2, they could ask for an R-1 without a problem. However, if approved as an R-2 and a situation occurs where an entity is coming in and wants something with an R-8 because it is needed for their employees, the developer could then present that need during the conditional use process.

Mr. Marvel explained that when you have a zone designed for a specific use, such as an institutional use designed for institutional uses, and the same applies to the medical zone, that should be the primary focus and it should not make another use easier than the primary focus. Mr. Ambrose agrees but pointed out that some institutional uses lend themselves to some residential components. Mr. Marvel said there may be some but he is not convinced. Mr. Ambrose said, for example, a medical school, that may need dormitories. Mr. Marvel noted that is already permitted in this zone. Mr. Ambrose said that was a bad example. He further explained that any kind of residential component in this zone is something the developer may need and could come back to the commission and council for approval.

He and Mr. Crouch want more restrictions on the residential component than the planning commission is proposing. Mr. Crouch added he and Mr. Ambrose want to make sure everything has to come back through.

Mr. Marvel feels it is favorable to have ordinances in black and white. From a developer's standpoint, an ordinance that specifically outlines what you can and cannot do makes it much easier from a planning aspect. The more times you have to ask for things, there is less ability to make plans. He agrees that from a city's perspective, a conditional use gives the commission and council a lot of control. However, he does not think that every residential use should have to come back for a conditional use because that becomes very complicated.

Mr. Ambrose stated that would only occur in the institutional zone. Mr. Marvel said council can make a valid argument that it should be R-1 instead of R-2 or the R-8 could be a conditional use. But a conditional use does provide more control.

Assistant City Manager Baird asked Mr. Ambrose and Mr. Crouch if they are proposing the residential conditional use component be a stand-alone item or that the residential requirement be complimentary to the industrial use. Mr. Ambrose answered complimentary.

Mr. Baird confirmed that Mr. Ambrose and Mr. Crouch want any residential use to be complimentary to the institutional zone. He stated that under that scenario, there would have to be some sort of institutional use on the property and no one

could come in and develop the property residentially. Mr. Crouch and Mr. Ambrose agreed.

Mr. Marvel emphasized that the way the ordinance is currently written, a developer could come in and request an R-8 use for the entire institutional zoned parcel and have no institutional use. Mr. Baird agreed there is no complimentary component.

Mr. Marvel said because of that possibility, the commission wants the R-2 to be a conditional use. Council can add any conditions and one of those conditions could be that only 20% of the property could be developed residentially.

Mr. Crouch stated that even if all the residential components were made conditional uses, those conditions could still be added by council. Mr. Marvel agreed that it would not matter which 'R' would apply and additional conditions could be added.

Mr. Willard explained that the 'R' only controls the density. In this ordinance, as it currently stands, IS and IM are two zoning areas permitted in the city. He is only aware of one property zoned IS and none are zoned IM. Each of those districts allow the R-8 as a permitted use but the parcel could be entirely developed as an R-8 if they meet the statutory requirements. The planning commission is recommending that the permitted use be removed and a conditional use for an R-2 be included in each zone. He said the other zoning categories list the conditional uses which are permitted through the application process but not automatically allowed. If the argument is made that the conditional use does not adversely affect the area, it can be permitted and additional conditions applied.

Mr. Crouch does not want to tie the city into an R-1 or R-2, but wants to make the developer come back before council with their plans and explain the residential need. At that point, council can consider whether it fits in with what council wants.

Mr. Willard feels the developer should know what is allowed and whether it is a permitted use or a conditional use. If a conditional use is allowed, that use needs to be identified.

Mr. Crouch said he is unconcerned with the developer, but wants to control what happens in these zones. If every residential district is made a conditional use, then council has some control. Mr. Ambrose agreed.

Mr. Willard recalled that some planning commissioners did not want any residential use in the IS or the IM zone because they felt it should be an institutional use only. Their opinion was if the developer had a large enough tract of land and wanted to add a residential component, the property should be subdivided and a change of zone requested.

Mr. Marvel said that in realty, the process of a conditional use and a change of zone are very similar and both require public hearings before the planning commission and council.

Mr. Willard stated he does not disagree, but as the ordinance is currently written, which he discussed with the city manager today, if the substance of the zoning category is changed, and in this case is the IS or IM, it will affect the property already zoned IS or IM. They would then have to abide by those rules.

Mr. Crouch emphasized council approved the zone by a 6 to 2 vote and asked how it can revert and then change something already approved. He said if that is the case, he does not want to change anything. Mr. Willard explained that as it is written, that is what it would do. He understands the concern of Mr. Crouch that from the property owners' opinion this land was already zoned.

Mr. Willard said that the law in the State of Delaware, which he has copies of case law, the Delaware courts and the general assembly have recognized councils' power to affect land use and also, in essence, downzone. Changing the substance of the ordinance would be the same as picking a piece of a parcel that is zoned C-3 and deciding it should be changed to R-1. Council has the authority to downzone a property.

He recalled a piece of property in Rehoboth that was downzoned and highly fought and litigated, but the zoning was upheld. The developer makes the argument, based on equitable estoppel which means they relied on certain inducements from the town. In this particular IS-IM scenario, we have four years of history and he is unsure if it is inducement or if it memorializes the serious debate about what it should be zoned. The other argument is a vested rights argument attributed

to value or money spent. In that case, an owner of a parcel has already performed some work based on the zone and then the city changes the zone which affects the density. If the developer feels the town is unable to do that and the town says it can, then the property owner makes the argument based on the money they have already spent. It will then need to be decided by the courts though there are numerous case laws, involving both old and recent cases. A number of cases even discuss the fact that building permits have already been issued. His point is the city has that authority.

Mr. Crouch asked who asked Mr. Willard to explore whether or not we could change that zone. Mr. Willard stated that he has had several conversations with Mr. Carmean and evolved knowing this was coming up and had been before the planning commission several times.

Mr. Kramlich said he had previously asked Mr. Willard and Mr. Willard answered it would not change. Mr. Willard said he apologizes if he has changed his opinion. He does recall advising Mr. Carmean it would not change though he needed more research and case review. He thought more about this after Sussex County recently changed their C-1 zone and actually closed it and made it no longer available and froze it. In that respect that is how he thought this would turn out but he was mistaken. His final advice or opinion is that based on how this ordinance is written, a new rule would be created and though only one parcel is zoned and would be impacted, the burden would be on the developer to say this does not apply. He referred to a letter from the developer's attorney which was included in the council packet. Though Mr. Caulfield does not make the equitable estoppel, argument and does not make the vested rights argument, he makes the argument it is properly zoned and it is his legal opinion that council has that authority.

He apologized to Mr. Kramlich or Mr. Crouch for any confusion emphasizing that he discussed this with both Mr. Carmean and Assistant City Manager David Baird. Mr. Willard did some additional research as the ordinance was drafted.

Mr. Willard said that council can do what the county did and not make it retroactive. Mr. Crouch responded that council can also not do anything. Mr. Willard clarified that would allow the R-8 to be permitted. But if council has concern about the retroactivity nature, language could be drafted into the ordinance that would not make it retroactive for any property that exists now.

Mr. Ambrose feels that is the only equitable way to deal with this. He has no problem with what the planning commission has done and appreciates their debate, but he has a problem going back and changing something approved in August after months of debate and listening to the experts.

Mr. Crouch agreed again pointing out it was approved by a 6 to 2 vote. Mr. Willard said he knew this was going to come up which is why he wanted to inform council that if they wanted, we could go back to the drawing board and draft some additional language.

Mr. Ambrose said that is what he recommends because that is the only way he would consider voting for this.

Mr. Ambrose confirmed with City Planner Norris that multi-family units such as condos are permitted in the R-8. Mr. Norris added that as long as they did not exceed eight dwelling units per acre.

Mr. Norris then read the following sections of the zoning ordinance:

'The intent of the conditional use is to maintain a measure of control over uses that have an impact on the entire community. The following criteria shall be used as a guide in evaluating a proposed conditional use: The presence of adjoining similar uses. An adjoining district in which the use is permitted. There is a need for the use in the area proposed as established by the Comprehensive Plan. There is sufficient area to screen the conditional use from adjacent different uses. The use will not detract from permitted uses in the district. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.'

Assistant City Manager Baird then responded to Mr. Crouch's previous question about who had requested Mr. Willard do the additional research. He explained that once the planning commission began discussions about a possible amendment, there were a number of staff discussions between Mr. Carmean, Mr. Norris and himself of which all three had different opinions when trying to determine whether retroactivity would come into play. They approached Mr. Willard to do some research so that when this issue was presented to council, he would have a clear interpretation.

Mr. Kramlich asked Mr. Marvel that in consideration of this discussion, should council proceed and act upon this ordinance. Mr. Marvel stated yes, stressing that it should apply to any and all properties in the city. In the thirty plus years of zoning, he is unaware of another property that is permitted to use old rules unless they had an approved subdivision, approved site plan or where the property is already being used. He feels it would be a nightmare to have more than one set of rules. At this point, he is unsure if the developer has even purchased the property or whether it is legally in the city.

Mr. Marvel continued by stating that all zoning changes in the city the past twenty years have applied to all properties unless someone is already using the property or has an approved site plan or subdivision. Otherwise, an ordinance could never be changed.

Mayor Rogers said we have never had this situation; Mr. Marvel advised the zoning ordinance has been changed twice. Each time the zoning ordinance is changed, it changes what is permitted in the city.

Mr. Crouch said that if that were the case with zoning changes, with the zoning that Hearthstone falls under, would we require them to tear down all their buildings and rebuild them. Mr. Marvel disagreed noting they already have an approved plot plan and site plan in addition to the fact they are already using the property.

Mr. Crouch argued that council has already told that developer this would be their zone and Mr. Marvel pointed out they are not using the land at this point.

Mr. Crouch believes the amount of time it takes for the approval process and the amount of time needed for the planning by their engineers must be considered. Mr. Marvel again pointed out that the night council voted 6 to 2 in favor the zone, the planning commission was already considering a change.

Mr. Crouch feels that when the city starts making such changes, no developer will want to come to Milford because they are unable to depend on what council approves. If we want to bring industry, businesses and jobs to Milford, how can will that happen with these changes.

Mr. Marvel reiterated that council adopted an ordinance that was not recommended. The planning commission felt that was wrong and should be corrected. He feels a lawsuit could result because of that action. The city could be sued because council allowed an incorrect recommendation that somebody changed and allowed council to vote on. He said that could result in a law suit.

Mr. Crouch responded that they voted on what was before them and liked what was presented.

Mr. Kramlich moved to accept the planning commissions' recommendation as presented in Ordinance 2007-9, seconded by Mr. Brooks.

Mr. Baird then asked if council has the ability to take action on this ordinance based on the number of council members present. Mr. Willard said there is a quorum present though it takes a two-thirds majority if the motion changes the recommendation of the planning commission as is stated in Title 22. In this case, the motion is to accept the recommendation.

Motion failed by the following 2-3 roll call vote:

Yes-Kramlich, Brooks

No-Ambrose, Workman, Crouch

With no further discussion, Mayor Rogers adjourned the Public Hearing at 7:58 p.m.

Respectfully submitted,

Terri K. Hudson, CMC

City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
December 26, 2007

The City Council of Milford met in Council Chambers in Workshop Session on Wednesday, December 26, 2007.

PRESIDING: Honorable Mayor Joseph R. Rogers

IN ATTENDANCE: Councilpersons Irvin Ambrose, John Kramlich, John Workman, Clifford Crouch and Owen Brooks, Jr.

STAFF: Assistant City Manager David Baird and City Clerk Terri Hudson

COUNSEL: City Solicitor Timothy Willard

Salvation Army Project Presentation/P&R Director Gary Emory

Mayor Rogers convened the Council Workshop at 7:59 p.m.

Mr. Emory reminded council this project has been in the planning and developing stage for the past two years. He was pleased with the bid received from Melvin Joseph Construction approved at the previous council meeting. However, some additional funding is needed to complete the project. Approvals were required from DELDOT and Sussex Conservation and State of Delaware approvals which required permitting and inspection fees. An additional \$25,000 is needed of which \$11,000 would cover the costs of the alternate bid needed for the lighting of the project.

Engineer Chuck Hauser of DBF, Incorporated was also present to answer any questions on the project.

Mr. Emory confirmed the original budget was \$124,000 and the bid came in at \$118,000. The budget included \$44,000 in state funds and another \$80,000, which was also in the previous year's budget but was unable to be expended at that time.

Mr. Hauser referred to the site plan showing where a portion of Montgomery Street ran through the middle of the project site and has now been consolidated into one piece and is being deeded to the Salvation Army. The other side of the parking lot will be deeded to the city as part of the greenway project.

He explained that in order to make that revision and change the parking lot to provide some additional parking for the Salvation Army, four more spaces are being added along Front Street. As a result, some modifications are needed with the large sidewalk which will be replaced with a smaller one. Because this is a state street, additional approvals are needed from DELDOT which have lead to these additional expenses. Conservation district approval, which also involved inspection and permitting fees, was also needed.

Four light pole bases will be installed along the city parking area. The costs of that equipment and to bring the conduit from the basketball court transformer to this area is \$11,680, which is a large portion of the \$25,000 being requested.

When asked where the money will come from, Mr. Baird said Mr. Portmann indicated there are adequate capital reserves to cover this amount.

Mr. Ambrose asked about the fencing along the property adjacent to the Salvation Army parking lot. Mr. Emory hopes that can be negotiated with the property owner and will be part of this project.

Mr. Ambrose asked if that will involve additional funding; Mr. Hauser said that depends on the type of fencing that is chosen.

Mr. Emory said his concern is the fence would have to be located on the private property so those property owners would have to approve it. Mr. Ambrose does not think that will happen though the fence needs replacing. The owners now live in Chicago and are trying to sell that property. He said it might be a good time to ask if they would mind the fence being

torn down if it will eventually fall down. They may be amenable to that though he does not believe they will pay any part of the bill.

Mr. Hauser says that depending on the type of fence, the cost could range from \$5,000 to \$10,000. Mr. Kramlich asked why the city is taking responsibility for the fence. He feels if the fence falls down, the new owners should put up another fence if that is their desire.

Mr. Crouch asked who these additional fees are being paid to. Mr. Hauser explained this involves permit and inspection fees required by DELDOT and Sussex Conservation District. The work along Southeast Front Street requires DELDOT permitting for both utility and entrance approvals as well as inspections.

Mr. Emory said he is familiar with the approvals needed along the river but this is a new process for him because it involves a state street and other agency approvals.

Mr. Willard advised the deeds have been prepared and Salvation Army is in possession of their deed involving this land swap. He is recommending the mayor sign the deed for the land we are deeding to Salvation Army, though it should not be recorded until we receive the signed document back from the Salvation Army.

Mr. Willard informed council that the Salvation Army has signed a property exchange agreement that contemplated the swap and recording. He suggests no checks be cut for this work until that deed is recorded.

Mr. Hauser said that Melvin Joseph Construction is aware the work for the project is contingent upon the deeds being finalized by the city and Salvation Army. Though they have provided the agreement, it has not been finalized nor will a preconstruction date be set until the deeds are fully executed.

Mr. Workman asked how much money is in the fund providing the additional money for this project. Mr. Baird does not know and will have to get that figure from the finance director. Mr. Ambrose believes the account contains approximately \$4 million.

Planning Commission Vacancies

Mayor Rogers advised that he has received the resignation of Planning Commissioner Jason James which is the second vacancy in the commission. The openings are in the second and fourth wards. He has discussed this with some potential candidates though no one has committed. He has asked some council members for their recommendations on the second ward replacement. Not knowing Commissioner James had resigned, he had only reviewed the voter registration list for Commissioner Masten's replacement. He plans to follow up with Ms. Wilson and Mr. Starling.

Planning Commission Chairman Randy Marvel said he would like to address that. They have been at least four months without a ninth member and are now down to eight members. One member has missed six meetings since she was appointed in February; Mayor Rogers said he plans to remove her. Chairman Marvel said they are extremely short and during the last two meetings only had five members for a quorum.

Mr. Crouch confirmed that a simple majority is used, but Mr. Marvel said he does not like to act in that manner. He said that at tonight's council meeting, this issue was allowed to come before council with only five members present; it is something the planning commissioner has worked long and hard on all year long and this was allowed to come before this group the night after Christmas knowing there would be a shortage of members. To vote on it and allow only three, which is not a majority of council, to make a decision, they felt was very important for this group to consider. He said it shows the lack of respect that council has for the planning commission. He said they were also not invited to the city Christmas party though they have been the last couple of years and all of a sudden they did not get hams until the last minute. However, council is paid and the planning commission is not.

Mr. Marvel does not believe that council considers the planning commission very important and they have no respect for them and they do not listen to their recommendations. He does not feel the city staff believes they are important and instead allows laws to be passed on issues they do not recommend and advised that another commissioner may be needed by the morning.

Mayor Rogers said that because he has was unaware of Mr. James' resignation ahead of time, he has not had the chance to talk this over with the fourth ward council representatives. He has tried to get people to serve in this area and his goal is to fill the vacancy by wards which he feels is the fairest way of representing the people, but has not had much luck because it has become a very unpopular position. He is hoping between now and the next council meeting, he is hoping to have some new appointees.

Mr. Brooks said he understands why Mayor Rogers wants to fill the vacancies by ward, but said that Joe Palermo has expressed an interest. Mayor Rogers said he has informed Mr. Palermo that when he had an opening in that ward, he would consider him.

Mr. Workman said if he is unable to fill the position with someone from that ward, it needs to be filled by another interested person.

Mayor Rogers understands Mr. Marvel's frustration but advised that this year's party was organized by a new person and had nothing to do with city council. Mr. Workman agreed that he does not make the party arrangements.

The mayor said he plans to have the vacancies filled by the January meeting.

Chuck Rini then addressed council stating he is the newest appointee to the planning commission. Though he was not at the August meeting because of a personal matter, he would like council to know he is honored to have been appointed to the planning commission. However, he understands Mr. Marvel's frustration and has attended each meeting since that time and agrees it should be an area of responsibility that these commissioners attend these meetings. They have had a number of meetings with a quorum of members and it is very difficult to get the work accomplished. In addition, it shows a lack of respect to those applicants who come before the planning commission just as it would be a lack of respect for those that come before council and only have three or four council members attend.

Mr. Rini said that he is sorry Mr. Marvel is frustrated this evening but wants to stress that his leadership on the planning commission is of vital importance to the city and should continue in that capacity in the future. He thinks it would be beneficial for the planning commissioners to attend the council meetings and vice versa in order to observe the actual work that is being conducted.

Mr. Rini recalled sitting in the follow-up meetings following the debate on the R-8 ordinance and the bottom line concern is that the way it was read with the R-8 is an institution could come in and automatically convert it over to a 100% of residential capacity which would eliminate the institutional use which is the sole purpose of the zone.

With no further business, Mayor Rogers concluded the Workshop Session at 8:18 p.m.

Respectfully submitted,

Terri K. Hudson, CMC
City Clerk

MILFORD CITY COUNCIL
MINUTES OF MEETING
December 26, 2007

A Meeting of Milford City Council was held in Council Chambers at Milford City Hall, 201 South Walnut Street Milford Delaware on Wednesday, December 26, 2007.

PRESIDING: Honorable Mayor Joseph R. Rogers

IN ATTENDANCE: Councilpersons Irvin Ambrose, John Kramlich, John Workman, Clifford Crouch and Owen Brooks, Jr.

STAFF: Assistant City Manager David Baird and City Clerk Terri Hudson

COUNSEL: City Solicitor Timothy Willard

Mayor Rogers called the Meeting of City Council to order at 8:18 p.m.

Additional Funding/Trailhead-Salvation Army Project & FY 2007-2008 Budget Amendment

Mr. Ambrose advised that if Mr. Baird is referring to the General Fund Capital Reserves, he checked the balance of that account on the last finance report which shows a balance of \$1,083,000. His opinion is \$25,000 will have a minimal impact. Mr. Workman asked what else is taken out of this account and asked if this is the fund used in the case of an emergency. Mr. Ambrose explained that is the general fund capital reserves which contain almost \$5 million. Mr. Workman wants to make sure the account is correct because he was informed of using the other fund for other reasons.

Mr. Baird explained the general fund capital reserve fund contains capital appropriations that have lapsed for other projects that are put into the reserve account.

Motion by Mr. Ambrose that the money be transferred from the designated capital general fund reserve account in the amount of \$25,000 to pay for the additional expenses incurred by the Mispillion Riverwalk- Trailhead/Salvation Army Project, seconded by Mr. Crouch. Motion carried by unanimous roll call vote.

Naming of Parks and Recreation Sports Complex/Gary Emory

Mr. Emory requested approval to name the sports complex park in recognition of the \$150,000 in kind gift provided by Dennis Silicato to help offset its costs. He is asking the park be named the Tony Silicato Memorial Park in honor of his late son as was previously discussed with council. The groundbreaking is planned this fall with the spring soccer program to follow upon its completion.

Mr. Crouch asked for verification this was a budgeted item this year. Mr. Emory noted that all funding for the complex has been through grants, legislative and suburban street funds and that no city monies have been used. After a review of their funding, it was found they were approximately \$150,000 short and at that time, Mr. Silicato offered the donation in memory of his son.

Mr. Workman confirmed that no additional funds will be later needed.

Mr. Emory added that Mr. Silicato has also agreed to purchase the sign.

Mr. Workman asked if is the norm that other parks be named for large contributors to the city. Mayor Rogers recalled the soccer fields off Southeast Second Street were renamed Marvel Square in honor of the late Harvey Marvel, Sr. whose family donated the land to the city and chose not to develop it.

Council members concurred with the naming of the sports complex as recommended by Mr. Emory.

Award of Bid/Aerial Truck & Budget Transfer (Electric Department)

The following bids were received, opened and publicly read aloud on December 12, 2007 for a 40- foot Aerial Truck at the City of Milford Public Works Facilities, 180 Vickers Drive, Milford, Delaware:

Bidder	Truck Bid	Manufacturer	Delivery Terms	Trade-In Value	Total Bid Price
Terex Utilities	\$103,662.00	LT 40 Terex-Telelect	240-270 Days	\$7,500.00	\$96,162.00
DUECO	\$96,099.00	LT 40 Terex-Telelect	240 Days	\$8,500.00	\$87,599.00
Versalift East	\$93,077.00	Versalift SST 40EIH	150-180 Days	\$13,200.00	\$79,877.00

Mr. Baird advised \$75,000 was budgeted and Versalift East is the low bidder at \$4,877 over the allotted budget. The bid price reflects a trade which reduced the overall bid by \$13,200. Mr. Carmean and Mr. Baird have reviewed the electric department budget and will make a departmental transfer in-house so council action is not needed on the adjustment.

After confirming this was budgeted, Mr. Crouch moved to award the aerial truck bid to Versalift East in the amount of \$79,877, seconded by Mr. Workman. Motion carried by unanimous roll call vote.

Dissolvement of Economic Development Committee

Mayor Rogers advised that he is dissolving the committee at the request of Councilman Crouch because the committee meetings are not working out from a council standpoint. He stated that Councilman Crouch has agreed to take it upon himself to handle the matter and bring the information back to council.

Mr. Crouch then announced that he is calling this a group of individuals, but invites all of council to attend including interested members of the chamber of commerce and the press. He advised this group will meet the first Thursday of every month at 8:30 a.m. Their next meeting will be February 7th at 8:30 a.m. A meeting location has not been designated though Mr. Baird is checking on the availability of the meeting room at the Delaware Rural Water Association. Mr. Baird indicated this will depend on their training schedule.

Mr. Crouch said they will continue to search for a place to have these regularly scheduled meetings at the same location. He informed Mr. Brooks he has not been called because the plan was to do away with the committee and replace it with this group. Assistant City Manager Baird added he will continue to look for a location for the meetings.

Mr. Crouch reported that all interested persons will be added to an e-mail list so that notices can be forwarded. He said that the chamber has offered to keep minutes and agendas. Speakers will be scheduled for these meetings.

With no other agenda items, Mayor Rogers adjourned the City Council Meeting at 8:31 p.m.

Respectfully submitted,

Terri K. Hudson, CMC
City Clerk/Recorder