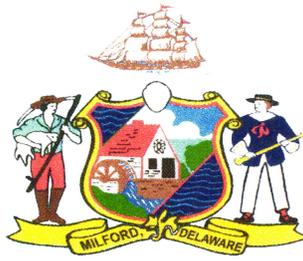


City of Milford



CITY COUNCIL AGENDA

April 25, 2016 - 7:00 P.M.

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

COUNCIL MEETING

Call to Order - Mayor Bryan Shupe

Invocation

Pledge of Allegiance

Recognition

MPD Recognition/Chief Kenneth Brown

Communications & Correspondence

Downtown Development District Application Status*

Unfinished Business

Adoption/Ordinance 2016-04/Chapter 174-Property Maintenance Code Amendment

Adoption/Ordinance 2016-05/Chapter 88-Building Construction/Article III-Board of Appeals Amendment

New Business

Adoption/Resolution 2016-07/Property Tax Penalty Forgiveness Program

Delaware Solid Waste Authority/Discount Disposal Fee Agreement*

City Council/Email Use Policy*

Adjourn

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

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

031516 033116 041816 *042016 Late Addition by City Manager



Sussex County Association of Towns

20 W Fourth Street, Blades, Delaware 19973

Town of Bethany Beach

Town of Bethel

Town of Blades

Town of Bridgeville

Town of Dagsboro

Town of Delmar

Town of Dewey Beach

Town of Ellendale

Town of Fenwick Island

Town of Frankford

Town of Georgetown

Town of Greenwood

Town of Henlopen Acres

Town of Laurel

City of Lewes

City of Milford

Town of Millsboro

Town of Millville

Town of Milton

Town of Ocean View

City of Rehoboth Beach

City of Seaford

Town of Selbyville

Town of Slaughter Beach

Town of South Bethany

Sussex County Council

S.C.A.T. Dinner for Wednesday, May 4th, 2016

LOCATION: Dewey Beach Lions Clubhouse
115 McKinley Avenue (Bay Block)
Dewey Beach, DE 19971

TIME: 6:00 pm – Social with Hor D’oeuvres
6:30 pm - Dinner

HOST: Town of Dewey Beach

SPEAKER: Governor Jack Markell

COST: \$35.00

MENU: **On the Dinner Buffet**

- Wedge salad- chopped iceberg, crumbled bacon, bleu cheese, tomatoes and ranch style dressing
- Woody’s famous crab cakes
- Bethany Blues’ Tender Smoked brisket
- Herb roasted chicken with wild mushrooms
- Chilled Sussex medley tomato salad
- Truffle mashed potatoes
- Roasted vegetables
- Slider rolls
- Bar/Beverages

For reservations, please contact Joyce Pool at 302-227-6363 no later than

THURSDAY, APRIL 28TH, 2016 AT 4PM
RESERVE EARLY, RESERVATION CAP AT 85

Please make checks payable to the **Town of Dewey Beach**

Attention: Joyce Pool

Town of Dewey Beach

105 Rodney Avenue

Dewey Beach, DE 19971-3207

S.C.A.T. Steering Committee Breakfast
Friday, May 6th, 2016 9AM Arena’s at the Airport, Georgetown

ORDINANCE 2016-04
CODE OF THE CITY OF MILFORD
PART II-GENERAL LEGISLATION
CHAPTER 174-PROPERTY MAINTENANCE

WHEREAS, the City of Milford deems it necessary to regulate and govern the conditions and maintenance of all property, buildings and structures; and

WHEREAS, the City provides the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; and

WHEREAS, the City provides for the issuance of permits and collection of fees therefor; and

WHEREAS, each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the City of Milford are hereby referred to, adopted, and made a part hereof, as if fully set out in this chapter.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. An Ordinance to Amend the Code of the City of Milford by Amending Chapter 174 entitled Property Maintenance.

Section 2. Chapter 174-1. Adoption of Property Maintenance Code.

A certain document, three copies of which are on file in the office of the City Clerk of the City of Milford, Delaware, being marked and designated as the International Property Maintenance Code, 2006 ~~2015~~ edition, as published by the International Code Council, is hereby adopted as the Property Maintenance Code of the City of Milford, in the State of Delaware, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the City of Milford are hereby referred to, adopted, and made a part hereof, as if fully set out in this chapter, with the additions, insertions, deletions and changes, if any, prescribed in §174-2 of this chapter.

Section 3. Chapter 174-2. Additions, insertions and changes.

The following sections are revised as follows:

- A. Section PM-101.1. Title. These regulations shall be known as the International Property Maintenance Code of ~~Insert: City of Milford~~, hereinafter referred to as “this code.”

- B. Section PM-103.5. Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule. *Add: Fees shall be assessed as described throughout this chapter.*
- C. *Add: Section PM-104.7. Conflict of interest. No officer or employee who has an official duty in connection with the administration and enforcement of this chapter shall be financially interested in the furnishing of labor, materials or appliances or the construction, alteration or maintenance of a building or in making the plans or specifications therefor unless that person is the owner of such building. No such officer or employee shall engage in any activity which is inconsistent with the public interest and the officer's official duties.*
- D. Section PM-106.4. 106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense. *Add: Any person or persons who shall violate a provision of this code shall, upon conviction thereof, shall be fined not less than \$50 nor more than \$1,000.*
- E. Section PM-108.3. Notice. Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2. *Add: If the owner or a holder of a lien of record cannot be found, the order may be served by posting it on the main entrance of the building and by publishing it once each week for three successive weeks in a newspaper of general circulation.*
- F. Section PM-111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. *Add: Appeals of orders, decisions, or determination made by the Building and/or Code Official relative to the application and interpretation of this code, shall proceed as described in Chapter 88, Article III of the Code of the City of Milford.*
- G. Section PM-112.4. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than *Insert: \$250* or more than *Insert: \$1000*.
- H. Section PM-202. General Definitions.

Add: INDOOR FURNITURE — Furniture and similar objects that are not specifically designed by the manufacturer to withstand the elements or are otherwise not intended for outdoor use. Indoor furniture includes, but is not limited to, beds and upholstered chairs, love seats and couches.

OUTDOOR AREA — That portion of real property or the improvement located thereon that is not fully enclosed and fully roofed so as to provide effective protection from the elements. Outdoor areas include, but are not limited to, sidewalks, yards, driveways, unenclosed porches, patios and balconies.

- I. Section PM-302.3. Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions. *Add: All vehicles must park on an approved parking surface. Approved parking surfaces include the following; crushed stone, gravel or similar material installed to a depth approved by the Code Official; asphalt, concrete, brick, paving block, or similar durable, dustless surface. Grass or dirt surfaces are not approved surfaces. All parking areas must be maintained in good order and free from vegetation, standing water and structural defects.*
- J. Section PM-302.4. Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of *Insert: 6 inches*. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. *Add: When cutting the grass as part of yard maintenance, all grass clippings must be removed immediately from the sidewalk and out of the street upon completion.*

Notice of violation; removal by the City. The owner or agent of the property has five working days, after receipt of said notice, to comply with notice. No such notice shall be required for second and/or subsequent violations in the same calendar year. The notice shall be served upon the property owner or agent acting on behalf of the property owner. If the premises is vacant or unoccupied, notice may be served by posting of a notice placard on the premises and mailing a copy of said notice to the owner or his/her agent at his/her last known address. The City may cause the vegetation to be cut and removed and will impose a fee of \$100 per man hour, plus 10% for inspection and other added costs or fees that might be incurred to render the property in compliance with this chapter. In extreme cases, the fee will be levied in accordance with actual costs of equipment and personnel, and the hourly rate could be higher. These costs shall become and form part of the taxes next to be assessed and levied upon such lot or land and shall bear interest at the same rate as taxes and shall be collected and enforced by the same officers and in the same manner as taxes.

- K. *Add: Section PM-302.10. Indoor furniture in outdoor areas.*
No person shall place, use, keep, store or maintain in any outdoor area any appliance, mattresses, indoor furniture, furnishings, or decorations customarily associated with the interior portion of a residential dwelling in any outdoor area.
Notice and removal. An occupant(s) shall receive a notice in the form set forth in Section PM-107 to remove said appliance, mattresses, indoor furniture, furnishings or decorations. If the appliance, mattresses, indoor furniture, furnishings or decorations are not removed within 5 days of notification, the Code Official or his/her designated agent will have them removed and collected by the City of Milford, not as a regular service, but at a rate determined by the Code Official or his/her designee, and appropriate fees will be applied to the next utility bill for the address.
- L. Section PM-304.14. Insect screens. During the period from *Insert: April 1 to October 1*, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.
Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.
- M. Section PM-602.3. Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from *Insert: October 1 to April 30* to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.
Exceptions:
1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.
- N. Section PM-602.4. Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from *Insert: October 1 to April 30* to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.
Exceptions:
1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.
- O. *Include: Appendix A is hereby adopted.*

Section 4. Dates.

City Council Introduction: 04/11/16

Adoption: 04/25/16

Effective: 05/05/16

This ordinance shall take effect and be in force ten days after its adoption.

Advertised: N/A

ORDINANCE 2016-05
CODE OF THE CITY OF MILFORD
PART II-GENERAL LEGISLATION
CHAPTER 88-BUILDING CONSTRUCTION
ARTICLE III-BOARD OF APPEALS

WHEREAS, the City has adopted a Building Construction code in order to regulate and govern the conditions and maintenance of all property, buildings and structures; and

WHEREAS, the Board of Appeals serves as an important function of the Building Construction Code and requires updating.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. An Ordinance to Amend the Code of the City of Milford by Amending Chapter 88 entitled Building Construction.

Section 2. Chapter 88-6 General shall be amended as follows:

General. In order to hear and decide appeals of orders, decisions, or determinations made by the building or code official relative to the application and interpretation of the code, there shall be and is hereby created a board of appeals. **The Board of Appeals shall be appointed by City Council and shall hold office at its pleasure. The Board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.**

Section 3. Chapter 88-8 Membership of the board shall be amended as follows:

~~The Board of Appeals shall consist of three members: the City Manager or his designate, a design professional (architect or engineer), and a representative of the contracting industry. The City Manager or his designate will be a standing member of the Board of Appeals. City Council shall appoint the design professional and the representative from the contracting industry. The initial term of the design professional shall be two years and the initial term of the representative of the contracting industry shall be for one year. The term of all subsequent appointments shall be two years.~~ **The Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction. City Council shall appoint three members for terms of three years, provided that the terms of the original members shall be established in a manner that the term of at least one member shall expire each year and the successor shall be appointed for a term of three years.**

Section 4. Chapter 88-8.2 Chairman shall be amended as follows:

§ 88-8.2. – ~~Chairman~~ **person.**

The Board shall annually select one of its members to serve as ~~chairman~~ **person.**

Section 5. Chapter 88-9.1 Hearing fee shall be amended as follows:

The following **nonrefundable** fee schedule shall apply for hearings of the Board of Appeals:
International Residential Code: \$300.00
International Building Code: \$1,000.00
International Property Maintenance Code: \$300.00

Section 6. Chapter 88-10 Notice of hearing shall be amended as follows:

The Board shall meet upon notice from the Chairman **person**. The meeting date and time shall be scheduled in accordance with the state guidelines for public hearings. Surrounding property owners within 200 feet of the property or building in question shall be notified by mail.

Section 7. Dates.

City Council Introduction: 04/11/16

Adoption: 04/25/16

Effective: 05/05/16

This ordinance shall take effect and be in force ten days after its adoption.

Advertised: N/A



OFFICE OF THE CITY MANAGER
ERIC NORENBURG, ICMA-CM
302.424.3712, FAX 302.424.3558

201 SOUTH WALNUT STREET
MILFORD, DE 19963
www.cityofmilford.com

April 20, 2016

TO: Mayor and City Councilmembers
FROM: Eric Norenberg
SUBJECT: Property Tax Penalty Forgiveness Program

Purpose and Recommendation

The purpose of this memo is to review a proposed program to forgive interest and penalties associated with unpaid City taxes, fines, fees and liens on taxable properties in Milford for property owners who bring their accounts current by June 30, 2016. It is recommended that the City Council consider authorizing the program as soon as possible so that affected property owners may be notified and that the program may be publicized on the City website and through local media.

Background and Discussion

As of mid-April, the City of Milford was owed more than \$467,000 in unpaid property taxes and miscellaneous receivables (e.g. grass cutting bill or code compliance penalties) dating back to 1995. Associated with those unpaid taxes and fees, there is nearly \$125,000 in penalties. City staff is recommending a one-time Tax Penalty Forgiveness Program to be offered to those with delinquent taxes, liens and fees that would forgive penalties and interest owed in exchange for making full payment by June 30, 2016.

The program is designed to assist those in arrears to be able to come current on amounts due. Per the Charter, the City is permitted and plans to begin pursuing court action for those properties that are in arrears for multiple years. By implementing the Property Tax Penalty Forgiveness Program, the City will give property owners an opportunity come current before the City pursues more drastic actions.

The proposed program would consist of the following provisions:

Tax Penalty Forgiveness Program

The program would be effective from the date of City Council approval through June 30, 2016.

Failure to act by June 30, 2016 will result in a missed opportunity to pay only the base tax and code associated fees to satisfy City of Milford obligations in exchange for a waiver of interest and penalties.

Key provisions and conditions of the Property Tax Penalty Forgiveness Program:

1. There will be no refunds for payments made prior to the Forgiveness Program approval. Penalties are being waived during the specified amnesty dates for those who bring the account current, by paying in full the taxes, liens and other code violation fees.
2. Penalties are being waived for payments made or postmarked by June 30, 2016.
3. This is a one-time opportunity that will likely not be offered again. Such a program has not been offered in recent memory and due to the sizable amount of back taxes, it is recommended that this be a one-time offer to help the citizens get current so that they do not find their property subject to sheriff's sale or other legal action.
4. What if a property owner has multiple properties in arrears? Such a property owner can pay off an individual property in full, taking advantage of having the penalties waived, while still having other properties remain delinquent.
5. Partial Payments: (Example: "If I owe for five years of taxes, can I pay in full the three oldest years with no penalty on those years?") The recommended program is designed to bring the entire account current and start fresh with the new tax year
6. Payment Plans: (Example: If I am unable to pay my taxes in full will the City work out a payment plan with me before taking my property to sheriff's sale?) Depending on the situation the City may be able to work out a payment plan agreement, after researching the history. If a plan is agreed upon and signed by both parties, it is recommended that penalties and interest be held in abeyance for the duration of the payment plan. If the property owner completes the payment plan on schedule, the penalties and interest would be waived. Failure to make any payment by the due date will result in all remaining amounts owed (including prior penalties and interest) being due immediately, plus any new penalties and interest. Such an agreement would need to be negotiated and agreed to prior to June 30, 2016. (Accordingly, persons interested in negotiating such a program would need to apply by June 20, 2016.)

Conclusion

Delinquent bills will be sent by the end of the first week of May. The provisions and conditions of the Property Tax Penalty Forgiveness Program described above will be provided to eligible taxpayers, posted on the City website, and promoted through local media. City staff hope that this program will assist folks in remaining current with future billings.

City of Milford



RESOLUTION 2016-07

Forgive Interest and Penalties Associated with Delinquent Taxes, Fines, Fees and Liens
on Accounts Made Current by June 30, 2016

WHEREAS, the City of Milford is owed more than \$467,000 in unpaid property taxes and miscellaneous receivables, including grass cutting bills or code compliance penalties, accompanied by \$125,000 in penalties and interest; and

WHEREAS, the City of Milford seeks to assist property owners who may be facing economic challenges by establishing a limited forgiveness period for interest and penalties associated with unpaid taxes, fines, fees and liens on properties within the city; and

WHEREAS, initiatives to increase collection opportunities and provide opportunities to cause accounts to become current have been reviewed by city staff; and

WHEREAS, it is hereby recommended that a one-time "Property Tax Penalty Forgiveness Program" be offered to those with delinquent taxes, liens and fees; and

WHEREAS, this Property Tax Penalty Forgiveness Program will eliminate any interest and penalties for any owners who bring their accounts current in full by June 30, 2016 or enter into and successfully complete an approved payment plan; and

WHEREAS, the Property Tax Penalty Forgiveness Program shall not affect any amounts, other than those herein described, in exchange for making full payment by June 30, 2016; and

WHEREAS, authorization of this proposed action will encourage the resolution of delinquent property tax and outstanding miscellaneous receivables where in most cases, property owners have been non-responsive and will eliminate court action on those properties.

NOW, THEREFORE, BE IT RESOLVED:

That City Council deems to be in the best interest of the City of Milford and its citizens to enact a Property Tax Penalty Forgiveness Program as follows:

1. Penalties will be waived from April 25, 2016 through June 30, 2016, for those property owners who bring the account current, by paying in full the taxes, liens and other code violation fees.
2. No refunds will be provided for payments made prior to City Council approval of the program.
3. Penalties shall only be waived on payments made or postmarked prior to June 30, 2016.
4. This is a one-time opportunity to help Milford's property owners become current and prevent legal action, including, but not limited to, a sheriff's sale.
5. Penalties will not be waived for partial payment of accounts.
6. Payment plans may be considered on a case-by-case basis and requested no later than June 20, 2016.

Mayor Bryan W. Shupe

Attest/City Clerk Teresa Hudson

R
Effective Dates:

Begin: July 1, 2016

End: June 30, 2021

DISCOUNT DISPOSAL FEE AGREEMENT

THIS AGREEMENT, entered into by and between the Delaware Solid Waste Authority ("Authority") and _____ ("Customer"), made this _____, of _____, 20_____.

WHEREAS, the Authority owns and operates facilities throughout the State of Delaware; and

WHEREAS, the Authority receives solid waste at its facilities from various customers who collect and/or transport solid waste generated in the State of Delaware; and

WHEREAS, the Authority is required to accept recyclable materials from municipalities and nonmunicipal persons at no cost under such contractual terms and conditions as mutually agreed; and

WHEREAS, the Customer wishes to utilize the services of the Authority for the receipt and disposal of all Customer's solid waste and recyclable materials collected in the State of Delaware; and

WHEREAS, the Authority wishes to provide disposal and recycling services to Customer under this Agreement as an integral part of fulfilling its statutory responsibilities and satisfying its financial obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

1. Customer shall, subject to the exceptions set forth in Paragraph 10 hereafter, deliver to Authority designated facilities all solid waste, including all recyclable materials as defined in Section 2.0 of the *Regulations of the Delaware Solid Waste Authority* ("Recyclable Materials"), that is generated in the State of Delaware and which is collected and/or transported by Customer during the term of this Agreement.
2. Excepting special categories of waste for which the Authority sets special disposal fees from time to time, for the term of this Agreement, Customer shall pay to the Authority disposal base rates as follows:
 - (a) A base rate of Eighty Five Dollars (\$85.00) for each ton of solid waste (excluding construction and demolition waste) delivered to the Authority designated facilities.

- (b) Base rates for construction and demolition waste, as defined in the Regulations of the Delaware Solid Waste Authority, 1 De. Admin. C. § 501, shall be determined by the Authority from time to time for each Authority facility, provided that the Authority shall post the base rates and any changed base rates for construction and demolition waste applicable to its designated facilities at least ten (10) days in advance of the effective date of such base rates for the facility. Customer shall pay a disposal fee for construction and demolition waste that is \$10 less than the published and applicable base rate for construction and demolition waste for the term of this Agreement.
 - (c) The Authority shall charge a base rate of \$0 for the delivery of Recyclable Materials to Authority designated facilities.
- 3. In the event the Authority establishes a general base rate for disposal of solid waste below the base rates specified in Paragraph 2 above for the time periods indicated, Customer shall be entitled to such lower base rates while such lower base rates are in effect. The delivery of yard waste to Authority facilities shall be subject to any limitations or prohibitions imposed by law, regulations and permit conditions, and any special restrictions or requirements imposed by the Authority.
- 4. The term of this Agreement shall be from July 1, 2016 or the execution date of this Agreement thereafter to June 30, 2021.
- 5. The following rebates shall be paid to Customer upon all fees paid pursuant to Paragraph 2(a) of this Agreement: for each ton of solid waste delivered to the Authority landfills; namely, the Northern Solid Waste Facility located at Cherry Island in Delaware, the Central Solid Waste Facility located at Sandtown in Delaware, and the Southern Solid Waste Facility located at Jones Crossroads in Delaware:
 - (a) A rebate of Sixteen Dollars (\$16.00) shall be paid by the Authority for solid waste so delivered from the effective date hereof through June 30, 2017;
 - (b) A rebate of Fifteen Dollars (\$15.00) shall be paid by the Authority for solid waste so delivered from July 1, 2017 through June 30, 2018;
 - (c) A rebate of Fourteen Dollars (\$14.00) shall be paid by the Authority for solid waste so delivered from July 1, 2018 through June 30, 2019;
 - (d) A rebate of Thirteen Dollars (\$13.00) shall be paid by the Authority for solid waste so delivered from July 1, 2019 through June 30, 2020; and
 - (e) A rebate of Twelve Dollars (\$12.00) shall be paid by the Authority for solid waste so delivered from July 1, 2020 through June 30, 2021.

6. The following rebates shall be paid to Customer upon all fees paid pursuant to Paragraph 2(a) of this Agreement for each ton of solid waste delivered to the Authority transfer stations; namely, the Pine Tree Corner facility, the Milford facility, and the Route 5 facility:
 - (a) A rebate of Six Dollars (\$6.00) shall be paid by the Authority for solid waste so delivered from the effective date hereof through June 30, 2017;
 - (b) A rebate of Five Dollars and Fifty Cents (\$5.50) shall be paid by the Authority for solid waste so delivered from July 1, 2017 through June 30, 2018;
 - (c) A rebate of Five Dollars (\$5.00) shall be paid by the Authority for solid waste so delivered from July 1, 2018 through June 30, 2019;
 - (d) A rebate of Four Dollars and Fifty Cents (\$4.50) shall be paid by the Authority for solid waste so delivered from July 1, 2019 through June 30, 2020; and
 - (e) A rebate of Four Dollars (\$4.00) shall be paid by the Authority for solid waste so delivered from July 1, 2020 through June 30, 2021.
7. The rebates set forth in Paragraphs 5 and 6 above shall be paid to Customer by Authority in two installments per fiscal year running July 1st through June 30th. The first installment shall be such rebate as is due on all fees paid by Customer to the Authority through December 31st, and shall be due on or before February 15th. The second and final installment for the fiscal year in question shall be such rebate as is due on all fees paid by Customer to the authority from January 1st through June 30th, and shall be due no later than August 15th of the following fiscal year.
8. No rebate otherwise payable under Paragraphs 5 and 6 hereof shall be due to Customer unless all payments have been made to the Authority by Customer for all services provided by the Authority for the period in question. If Customer has not made full payment due for all services provided by the Authority within ninety (90) days of the end of the applicable period, then the entire rebate for the period shall be forfeited without offset for any amounts due from Customer. Payment of all rebates pursuant to Paragraphs 5 and 6 are conditioned on Customer's full compliance with the terms and conditions of this Agreement during the applicable rebate delivery period.
9. The rates and rebates set forth herein shall be conditioned on full payment by Customer of all amounts due, when due, by Customer under the Authority's payment policy for services provided by the Authority, provided, however, that delinquent payment shall not relieve Customer of the obligation to deliver all solid waste and Recyclable Materials to designated Authority facilities in accordance with the requirements set forth in Paragraph 1 above.

10. For purposes of this Agreement the solid waste and Recyclable Materials required to be delivered to designated Authority facilities under Paragraph 1 above shall not include:
- (a) Special solid waste as defined by the Authority;
 - (b) Industrial solid waste as defined by the Authority;
 - (c) Agricultural waste generated on a farm;
 - (d) Tires;
 - (e) Non-hazardous waste resulting from emergency clean-up actions;
 - (f) Waste materials collected from industrial facilities which have adopted and implemented a company wide policy requiring all waste materials generated at the industrial facility to be disposed at waste to energy plants. In order to qualify for the exemption, Customer must provide prior written notification from the industrial facility to the Authority stating the industrial facility's policy, and the name and location of the waste to energy plant where the waste materials are being taken;
 - (g) Yard waste; and
 - (h) Construction and demolition waste not diverted to a recycling facility if generated and collected in New Castle County, Delaware.

Customer may, however, deliver to Authority designated facilities the solid waste generated in the State of Delaware and identified in subparagraphs (a) through (i) above, subject to payment of the applicable disposal fee, and subject to compliance with laws, regulations and permit conditions, and the Authority's rules, regulations and procedures pertaining to such solid waste.

11. By entering into this Agreement Customer expressly waives any right to challenge, or otherwise raise the legal sufficiency of, the Regulations of the Authority and/or the Statewide Solid Waste Management Plan in effect as of the date of this Agreement to the extent that such regulations or Statewide Solid Waste Management Plan addresses requirements for the delivery of solid waste to Authority designated facilities.
12. It shall be a condition of default and cause for termination if Customer:
- (a) Fails to maintain a current payment account in accordance with Authority's rules, regulations, procedures, and payment policies;
 - (b) Fails to deliver the solid waste and Recyclable Materials required to be delivered to the Authority's facilities under this Agreement, provided, however, that

unintentional and non-material failures by Customer to make the required delivery of solid waste will not be grounds for termination if the Customer provides written notice of the failure within seventy-two (72) hours of the event, and cures such failure by making arrangements for delivery to Authority facilities of sufficient amounts of acceptable alternative or replacement solid waste or Recyclable Materials generated in the State of Delaware, and not subject to the requirements of Paragraph 1 above, to account for the short fall in tonnage and user fee loss experienced by the Authority as a result of the failure;

- © Fails to comply with any other provision of this Agreement; or
 - (d) Fails on a repeated basis to comply with laws and regulations applicable to solid waste collection and transportation, or the Authority's rules, regulations and policies.
13. It shall be a condition of default and cause for termination if the Authority engages in the curbside collection of municipal solid waste or Recyclable Materials, provided that the default is not cured by Authority within (30) days of written notification by Customer to Authority of the default.
 14. Customer and Authority shall be relieved of responsibility for performance under this Agreement to the extent and for such time or times in which Customer or Authority are prevented or substantially impaired from performing obligations under this Agreement by reason of changes in law or official governmental action by rule, order, regulation or otherwise.
 15. This Agreement shall inure to the benefit of and be binding on Customer, its successors, assigns, parents, subsidiaries, affiliates, partners, joint venturers, divisions, contractors and sub-contractors, and all other entities, existing or newly formed, controlled directly or indirectly by Customer or its successors, assigns, parents, subsidiaries, affiliates, partners, joint venturers, divisions, and all other entities, existing or newly formed, controlled directly or indirectly by them, through changes in ownership or status, by transfer of assets or otherwise, and which engage in the collection and/or transportation of solid waste and/or Recyclable Materials generated in the State of Delaware.
 16. This Agreement shall be interpreted in accordance with the laws of the State of Delaware. Any lawsuit initiated with respect to this Agreement shall be filed in the State courts of the State of Delaware.
 17. This Agreement represents the entire understanding of the parties. This Agreement shall not be amended without the written consent of both parties. If Customer has entered a separate Discount Disposal Fee Agreement with the Authority which is in effect at the time of execution of this Agreement, such prior Agreement shall remain in effect until its expiration date.

[Signature page follows]

IN WITNESS WHEREOF, the Authority and Customer have entered this Discount Disposal Fee Agreement on the date and year first above written.

DELAWARE SOLID WASTE AUTHORITY

CUSTOMER

By: _____(S)
(Signature)

By: _____(S)
(Signature)

By: _____
(Please Print Name)

By: _____
(Please Print Name)

Witness: _____

Witness: _____

DSWA Account # _____

Address: _____



OFFICE OF THE CITY MANAGER
ERIC NORENBURG, ICMA-CM
302.424.3712, FAX 302.424.3558

201 SOUTH WALNUT STREET
MILFORD, DE 19963
www.cityofmilford.com

April 22, 2016

TO: Mayor and City Councilmembers
FROM: Eric Norenberg and Terri Hudson
SUBJECT: Use of City Email

Purpose and Recommendation

Due to the liability to individual City elected officials and to the City of Milford, it is recommended that effective May 2, 2016 any elected official cease use of personal or business email addresses for City business and start using a City email account.

Background and Discussion

As a political subdivision of the State of Delaware, the City is required to abide by record retention schedules for public records:

§ 504 Duties of public officials and employees concerning public records.

- (a) It shall be the responsibility of every public official and employee to:
- (1) Adequately document the transaction of public business and the services and programs for which such persons are responsible;
 - (2) Retain and adequately protect all public records in their custody; and
 - (3) Cooperate with the Delaware Public Archives and records officers in the establishment and maintenance of an active and continuous program for the economical and efficient management of public records.
- (b) No officer, member or employee of any agency of this State or any political subdivision thereof shall destroy, sell or otherwise dispose of any public record or printed public document in such person's care or custody or under such person's control without first having advised the Delaware Public Archives of their nature and obtained its consent.

Depending on the nature of the record, emails sent or received by City elected officials in the course of their duties are considered public records that must be retained in either the electronic form or paper form for a minimum of three years, though some become permanent records.

Since this requirement would impact an official leaving office and require turning over records to the City Clerk for continued retention, the easiest method to ensure retention of public email records is to use a City email account. Other benefits include regular backup and archiving of email messages.

Examples of messages that are public records:

- Correspondence with constituents regarding public business

- Correspondence with City staff regarding public business

Examples of messages that are transitory and not subject to record retention:

- Messages regarding scheduling meetings
- Invitations to events
- Requests to call someone

Transition

For those current elected officials with non-City email accounts, we will provide assistance to transition to the City email account following the activation of the new accounts. It is recommended that a message similar to the following be sent to your contacts who regularly email you via a non-City email account:

As of May 2, please contact me related to the City of Milford business using my new City of Milford email account FLastName@milford-de.gov. I will be checking this account regularly. Thank you!

If you receive a City-related message at your personal account after May 2, it is suggested that you reply with a message like this and cc your City account:

Thank you for contacting me about the City of Milford. We have transitioned to using City of Milford email accounts for all City elected officials. Please use this email address in the future: FLastName@milford-de.gov. I will be checking this account regularly. I will follow-up on your concern shortly, using that account. Thank you!

Finally, please note that City email accounts are a for City business only, not personal or business correspondence. We will provide you with the City policy regarding computing resources, Internet access and email.

Conclusion

Given the possible penalties and consequences for losing or destroying public records without following State regulations, the best course of action is for each elected official to use a City email account that will be backed up regularly, preserving public records.