

Ordinance No. 4

TOWN OF FRANKFORD

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ORDINANCE NO. 4

AN ORDINANCE RELATING TO THE IMPOSITION OF A
CHARGE/ASSESSMENT ON RESIDENTIAL WATER USERS
AND RESIDENTIAL UNITS
FOR GARBAGE/TRASH REMOVAL

WHEREAS, the Town of Frankford has been providing garbage/trash removal services to its residents in the Town of Frankford; and

WHEREAS, the Town of Frankford has not provided such services to its commercial and industrial water users; and

WHEREAS, the Town of Frankford recently incurred a substantial increase in the cost of providing haulage of garbage/trash as a result of restrictions imposed on haulers by the Delaware Solid Waste Authority; and

WHEREAS, the Town of Frankford supplies water to substantially all residential properties in the Town of Frankford,

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Frankford:

Section 1. All actions taken by the Town Council on or about October 1, 1984, regarding the commencement of the implementation of monthly charges for garbage/trash removal in the amount of \$6.50 per unit, are hereby ratified and affirmed.

Section 2. A charge/assessment of \$6.50 per month commencing from the date of approval hereof shall be added to the water bill, or sent directly to residences previously specifically exempted from water connection, of each residential water customer or residential unit of the Town for partial recovery of costs of garbage/trash haulage, regarding that garbage or trash generated by normal residential usage of a residential unit.

Section 3. The above assessment may be waived by the Town if any residential water customer or residential unit establishes to the satisfaction of the Town Council, upon completion of an application and affidavit provided, that:

(a) Said customer does not have a house or human residence (whether or not currently occupied) on the property for which said customer pays a water bill; or

(b) No garbage/trash is generated from the residential unit serviced by said water bill or subject to billing as provided herein; or

(c) The entire property involved constitutes commercial or industrial property not covered by residential garbage/trash collection; or

(d) Such other reason approved by the Town Council consistent with the laws and statutes made and provided upon application by the individual residential unit involved.

Section 4. It shall be the duty of any customer or owner of a residential unit who has received a waiver to advise the Town Council immediately when the residential unit serviced by water or otherwise billed hereunder no longer qualifies for the waiver granted in Section 3 of this Ordinance. If the residential unit no longer qualifies, the customer or owner of a residential unit shall be responsible for payment from the date on which the residential unit no longer qualified with interest at the rate of eighteen (18) percent per annum on any unpaid charge/assessment.

Section 5. For purposes of this Ordinance, all commercial and industrial properties and water users shall not be provided with garbage/trash removal services, which services shall be available only to residential units, each constituting one single family unit, made up of an individual or with others or his immediate family constituting a living unit within the Town of Frankford.

Section 6. The Town Council may promulgate from time to time and enforce such rules and regulations, and may draft such contracts and applications, as may be necessary, governing all facets of garbage/trash removal within the Town of Frankford pursuant to the provisions hereof.

Section 7. If any provision or portion of a provision of this Ordinance shall be held invalid, such invalidity shall not affect any other provisions of this Ordinance which can be given effect without the provision or application, and to this end the provisions of this Ordinance are declared to be severable.

10th ADOPTED by the Town Council of the Town of Frankford on the day of June, 1985.

Ralph L. Holloway
President of the Town Council of
the Town of Frankford, Delaware

B. P. Luch
Secretary of the Town Council of
the Town of Frankford, Delaware

**ORDINANCE TO AMEND SECTION 2 OF ORDINANCE NO. 4 TO PROVIDE FOR
COLLECTION OF COSTS AND ATTORNEY'S FEES.**

WHEREAS, the Town Council of the Town of Frankford has determined that all costs of collection should include specifically attorney's fees incurred by the Town in enforcing this ordinance as well as expenses incurred by the Town in enforcing this ordinance; and

WHEREAS, the Town Council of the Town of Frankford has determined that a penalty at the legal rate shall be assessed against unpaid charges and costs as well; and

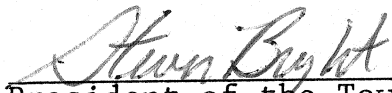
WHEREAS, the Town Council has determined that the owner of the property with the delinquent charges and costs is the party who should be responsible for expenses and costs incurred in collection by the Town.

NOW THEREFORE, be it ordained by the Town Council of the Town of Frankford in council met:


Ordinance No. 4, Section 2, is hereby amended by adding the following to the end of said section:

All charges and costs, including attorney's fees and costs incurred by the Town shall be deemed included in the charges, costs and amounts due and for which the owner of the property shall be liable. Any charges or costs unpaid by the owner of the property shall be due as provided in this ordinance and shall be subject to a penalty at the legal rate per month if the charge or cost remains unpaid after thirty days from the due date thereof.

ADOPTED by the Town Council of the Town of Frankford on the
1st day of February, A.D. 1993.



President of the Town Council of the
Town of Frankford, Delaware



Secretary of the Town Council of the
Town of Frankford, Delaware

APPLICATION FOR EXEMPTION AND AFFIDAVIT

STATE OF DELAWARE }
 : SS.
COUNTY OF SUSSEX }

BE IT REMEMBERED, that on this _____ day of _____, 198____, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, the undersigned affiant, who, being by me first duly sworn according to law, did depose and say:

The undersigned affiant hereby applies to the Town Council of the Town of Frankford for exemption, as contemplated in the Ordinance of the Town of Frankford providing for garbage and trash removal on residential premises. This present application for exemption and affidavit is given to the Town of Frankford with the intent that the Town rely upon the same to be true and correct, until receipt of further notice from the undersigned.

I hereby further confirm that this application is given, subject to the penalties of perjury for any false representation hereon, for purpose of receiving an exemption from the trash collection charges of the Town of Frankford.

My application is made to the Town of Frankford because my property, located at _____, should be exempted from the requirement to pay for trash removal for the following reason or reasons:

- _____ Vacant Land
- _____ Vacant and Unoccupied House
- _____ Commercial Use exempt from residential garbage collection
- _____ Other: _____

I understand and hereby confirm that, should the abovedescribed property be exempted by the Town of Frankford from the trash collection charges, I have a continuing duty, on an interim basis and at least once each year, or at other intervals as requested by the Town of Frankford, to update the aforesaid information, in writing, with respect to the conditions applicable to my request for exemption. I further agree to be subject to retroactive charges, plus penalty and interest, in the event it should be determined in the future that the conditions represented herein have expired or otherwise changed without proper notice to the Town, in addition to all other penalties and consequences provided by law. I further understand that the Town of Frankford may discontinue my exemption at any time in the future at its discretion should it be determined that the facts set forth herein no longer warrant exemption from trash collection charges, and I hereby further

recognize that under no circumstances may the exemption herein be considered effective for a period greater than one year from the date hereof.

SWORN TO AND SUBSCRIBED before me, the day and year
aforesaid.

Notary Public

The foregoing application made by _____
has been duly considered by the Town Council of the Town of Frankford,
which hereby

_____ ACCEPTS

_____ DOES NOT ACCEPT

the application for exemption with respect to property located at _____
_____.

DATED this _____ day of _____, 198__.

TOWN OF FRANKFORD

By: _____

Frankford Town Council

Main St., P.O. Box 270
Frankford, Delaware, 19945
(302) 732-9424

As a result of a resolution the following proposed Ordinance is being considered by the Frankford Town Council.

AN ORDINANCE ESTABLISHING WATER RATES AND METER REQUIREMENTS AND ESTABLISHING PENALTIES FOR UNLAWFUL USE OF THE TOWN WATER SYSTEM

BE IT ORDAINED by the Town Council of the Town of Frankford:

ARTICLE I. General Provisions

Section 1. Turning on. No water from the Town water supply shall be turned on for service into any premises by any person but the Town Clerk or other designee of the Town Council to perform this service.

Section 2. Application fee. Application to have water turned on shall be made in writing to the Town Clerk and shall contain an agreement by the applicant to abide by and accept all of the provisions of this Ordinance as conditions governing the use of the Town water supply by the applicant. A fee of \$15 shall be paid for turning on the water.

Section 3. Plumbing. No water shall be turned on for service in premises in which the plumbing does not comply with the ordinances of the Town or any regulations issued by The State of Delaware or Sussex County; provided however, that water may be turned on for construction work in unfinished building, subject to the provisions of this ordinance.

Section 4. Service connection fee. No connections with a water main shall be made without a permit being issued and 24 hours' notice being given to the Town Clerk or his designee. All such connections shall be made and all such work done at the expense of the applicant, who shall also furnish materials necessary for such work; all such connections shall be made under the supervision of the Town Clerk or his designee, and no connections shall be covered until the work has been inspected by the same. Applications for such connections must be made to the Clerk. An application fee of \$350 shall be paid for each connection on property located on the same side of the road as is the water main, and a fee of \$400 shall be paid for each connection made on property located on the opposite side of the road from that of the water main.

Section 5. Resale. No water shall be resold or distributed by the recipient thereof from the Town supply to any premises other than that for which application has been made and the meter installed, except in case of emergency. Under no circumstances shall water be sold from the Town water supply other than by the Town itself.

Section 6. Tampering. It shall be unlawful for any person not authorized by the Town to tamper with, alter or injure any part of the Town waterworks or supply system, or any meter. No person shall, without authority from the Town Council, turn on, damage or otherwise tamper with any part of the Town water system. This section shall not prohibit any person from turning off water service at the meter temporarily and turning it on later for the purpose of protecting plumbing or for the purpose of making repairs or improvements to any plumbing system; provided such interruption in service does not last more than 24 hours, and provided notice is promptly given to the Town Clerk of such interruption. Any person, firm or corporation violating any provision of this section shall be fined not less than \$5 nor more than \$500 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

ARTICLE II. Pipes

Section 1. Installation. All main pipes from the Town's water main to the meter vault shall be installed and maintained by the Town. All house connections and service pipes from and including the meter vault and related appliances, fixtures and pipes to the premises to be served shall be installed by and at the cost of the property owner or consumer to be served.

Section 2. Pipes. No service or house connection pipes shall be installed unless the same conform to the minimum specifications required by The State of Delaware and/or Sussex County, or to any additional specifications drawn by the Town Council and approved thereby, a copy of which Town Council specifications shall be kept on file with the Town Clerk and shall be open to inspection by any person interested therein.

Section 3. Repairs. All repairs to service pipes, or house connection pipes, and plumbing systems of buildings shall be made by and at the expense of the owner of the premises served. The Town may, in case of an emergency, at its discretion, repair any service pipes, and in such an event the cost of such repair work shall be repaid to the Town by the owner of the premises served, or the Town may cut off service once it is on notice of such emergency.

Section 4. Shut-off boxes. Shut-off boxes or service boxes shall be placed on every service pipe and shall be located between the curb line and the sidewalk line where practicable. Such boxes shall be so located that they are easily accessible and shall be protected from frost.

ARTICLE III. Meters; Rates

Section 1. Meters required. All premises using the Town water supply must be equipped with an approved water meter furnished by the Town but paid for by the consumer, all on or before 12:00 midnight, November 30, 1983; provided that such water service may be supplied by the Town at a flat rate of charge until such deadline date, aforementioned.

Before any premises are occupied, a water meter shall be installed thereat as herein required or application made for such water service at the flat rate of charge until the meter can be installed or no water shall be furnished to such premises.

Section 2. Installation. Meters shall be installed in an easily accessible location at a point at or near the point of junction of the Town water main and the consumer's property line.

Section 3. Reading meters. The Town Clerk shall read or cause to be read every water meter used in the Town at such times as are necessary for timely billing purposes.

Section 4. Testing meters. Any municipal water meter shall be taken out and tested upon complaint of the consumer upon payment of a fee of \$25. If upon test the meter is not within 3% of being accurate, it shall be repaired or replaced and the \$25 fee returned to the consumer.

Section 5. Rates. All property upon which any building has been or may hereafter be erected having a connection with any mains or pipes which may hereafter be constructed and used in connection with the town water system shall pay the following rate: \$2.12 per 1,000 gallons, or any portion thereof, plus a monthly service rate of \$3.50.

Section 6. Bills. Bills for water used shall be dated and sent out at such times as may be directed by the President and Council. Bills are payable by the property owner or consumer within 30 days from the date of the bill, which shall be the date the same is mailed by the Town to the consumer.

Section 7. Construction contractors. During the construction of any building and before any water is supplied as herein provided, the contractor so constructing such building may be permitted to use the town water supply by making application therefor and paying a fee prescribed by the Town Council.

Section 8. Nonpayment. The water supply may be shut off from any premises for which the water bill remains unpaid for a period in excess of 30 days after the bill is rendered and mailed. When shut off, water shall not be turned on except upon the payment of the usual fee for turning on water plus all unpaid water bills to date.

Section 9. Lien. Charges for water shall be a lien upon the premises as provided by statute. Such lien shall have preference and priority over all other such liens on real estate or upon improvements located on land under lease, created or suffered by the customer, even though such other lien or liens be of a date prior to the time of the attaching of such lien for water charges, such lien being on the same footing of priority as that of unpaid taxes due the Town and constituting a lien pursuant to Section 16 (b) of the Town Charter. Whenever a bill for water service remains unpaid for a period of 60 days after it has been rendered, the Clerk may file with the Prothonotary of Sussex County a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the Town claims a lien for this amount, as well as for all charges for water served subsequent to the period covered by the bill.

The failure of the Clerk to record such lien claim or to mail such notice, or the failure of the owner to receive such notice, shall not affect the right to foreclose the lien for unpaid water bills as mentioned in the following section.

Section 10. Foreclosure of lien. Property subject to a lien for unpaid water charges shall be sold for nonpayment of the same, and the proceeds of such sale shall be applied to pay the charges, after deducting costs, as in the case of foreclosure of statutory liens. Such foreclosure shall be by any of the remedies available to the Town for the collection of taxes, assessments and other charges pursuant to Section 17 of the Town Charter, whose provisions are incorporated herein by reference and made a part hereof.

The Town attorney is hereby authorized and directed to institute such proceedings as he deems to be in the best interest

DELINQUENCY NOTICE

TO:

A summary of your account status is printed at the bottom of this notice. The AMOUNT DUE FOR UTILITIES includes the amount, if any, of unpaid charges for water and/or garbage collection service.

Local rules and ordinances require your account to be PAID IN FULL no later than the date noted below. If it is not so paid, the service in question will be subject to prompt discontinuance without further notice (that is, failure to pay the AMOUNT DUE FOR UTILITIES may result in the discontinuation of your water and/or garbage collection service).

IF YOU BELIEVE THAT THERE HAS BEEN AN ERROR IN YOUR BILLING OR THAT YOU HAVE ALREADY PAID ALL AMOUNTS DUE OR THAT FOR SOME OTHER REASON THERE IS NO JUSTIFICATION FOR DISCONNECTING YOUR SERVICE, THEN YOU MAY EITHER CONTACT THE TOWN CLERK DURING REGULAR BUSINESS HOURS SET FORTH HEREIN OR APPEAR AT THE NEXT REGULARLY HELD TOWN MEETING ON _____ TO ADDRESS THE ISSUE BEFORE THE MEMBERS OF THE TOWN COUNCIL.

Please call 732-9424 if your bill is lost or if you have any other questions about these matters.

You may wish to propose an alternative payment schedule, subject to the consideration and approval of the Town Council, which approval may or may not be given at the next meeting. Contact with the Town Office or the Town Council, without specific written relief granted you from this notice, will not be sufficient to prevent your services from being subject to termination hereunder.

TOWN OF FRANKFORD

By: _____

Account Number _____
Amount Due for Utilities _____
Total Due _____
To Be Paid No Later Than _____
Regular Business Hours of _____
Town Office at Main Street, _____
Frankford, Delaware _____
Next Meeting of Town Council _____

I hereby acknowledge receipt of the DELINQUENCY NOTICE and UTILITY DISCONNECT NOTICE on the _____ day of _____, 198____, and

understand the importance of taking care of my outstanding account immediately in order to prevent discontinuation of service.

Owner

OR

I hereby acknowledge that a copy of the DELINQUENCY NOTICE and UTILITY DISCONNECT NOTICE was served by being handed personally to the abovenamed owner on the _____ day of _____, 198__, at which time the importance of taking care of the outstanding account immediately in order to prevent discontinuation of service was explained to him/her/it.

Server of Notice

Enclosure: Copy of Delinquency Notice

CERTIFIED MAIL OR BY HAND

TO:

UTILITY DISCONNECT NOTICE

REASONS FOR DISCONNECTION

____ Nonpayment
____ Your meter was found tampered with and you have failed to pay
____ the estimated back billing for unmetered consumption plus the cost of
____ repairing any damage to the meter
____ Your check was returned by the bank
____ Other: _____

SERVICE WILL BE DISCONNECTED UNLESS ALL AMOUNTS DUE ARE PAID
WITHIN THE NEXT _____ DAYS TO:

Town of Frankford
Post Office Box 270
Main Street
Frankford, Delaware 19945
Telephone: 732-9424
Business Hours: _____

NO FURTHER NOTICE WILL BE PROVIDED TO YOU BEFORE DISCONNECTION
OF SERVICE.

Proc. cert.
Account Number _____
Amount Due for Utilities _____
Total Due _____
Interest

IF YOU BELIEVE THAT THERE HAS BEEN AN ERROR IN YOUR BILLING OR
THAT YOU HAVE ALREADY PAID ALL AMOUNTS DUE OR THAT FOR SOME
OTHER REASON THERE IS NO JUSTIFICATION FOR DISCONNECTING YOUR
SERVICE, THEN YOU MAY EITHER CONTACT THE TOWN CLERK DURING
REGULAR BUSINESS HOURS SET FORTH ABOVE OR APPEAR AT THE NEXT
REGULARLY HELD TOWN MEETING ON _____ TO ADDRESS
THE ISSUE BEFORE THE MEMBERS OF THE TOWN COUNCIL.

[In the event of hand delivery rather than certified mail, please complete the
following:

I hereby acknowledge receipt of the DELINQUENCY NOTICE and UTILITY
DISCONNECT NOTICE on the _____ day of _____, 198____, and

CERTIFIED MAIL OR BY HAND _____

TO:

UTILITY DISCONNECT NOTICE

REASONS FOR DISCONNECTION

- ____ Nonpayment
____ Your meter was found tampered with and you have failed to pay the estimated
back billing for unmetered consumption plus the cost of repairing any damage to
the meter.
____ Your check was returned by the bank
____ Other: _____

SERVICE WILL BE DISCONNECTED UNLESS ALL AMOUNTS DUE ARE PAID
WITHIN THE _____ DAYS TO:

Town of Frankford
P O Box 550
Frankford, DE. 19945
Telephone (302)732-9424
Business Hours: 8:30 – 5:00 PM

NO FURTHER NOTICE WILL BE PROVIDED TO YOU BEFORE
DISCONNECTION OF SERVICE.

Account Number	_____
Amount Due for Utilities	_____
Interest	_____
Certified Mail Fee	_____
Total Due	_____

IF YOU BELIEVE THAT THERE HAS BEEN AN ERROR IN YOUR BILLING OR
THAT YOU HAVE ALREADY PAID ALL AMOUNTS DUE OR THAT FOR SOME
OTHER REASON THERE IS NO JUSTIFICATION FOR DISCONNECTING YOUR
SERVICE, THEN YOU MAY EITHER CONTACT THE TOWN CLERK DURING
REGULAR BUSINESS HOURS SET FORTH ABOVE OR APPEAR AT THE NEXT
REGULARLY HELD TOWN MEETING ON _____ TO ADDRESS
THE ISSUE BEFORE THE MEMBERS OF THE TOWN COUNCIL.

(In the event of hand delivery rather than certified mail, please complete the following)

I hereby acknowledge receipt of the DELINQUENCY NOTICE and UTILITY
DISCONNECT NOTICE on the _____ day of _____, 2002, and understand the
importance of taking care of my outstanding account immediately in order to prevent
discontinuation of service.

understand the importance of taking care of my outstanding account immediately in order to prevent discontinuation of service.

UTILITY PAYMENT SCHEDULE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, _____,

B E T W E E N ,

of _____,
hereinafter referred to as "Owner",

A N D

THE TOWN OF FRANKFORD, a Delaware municipal corporation, of Post Office Box 550, Main Street, Frankford, Delaware 19945, hereinafter referred to as the "Town",

W I T N E S S E T H :

WHEREAS, Owner hereby acknowledges being in arrears prior to the date hereof with respect to the utility payments for _____ service due and owing the Town in the amount of _____; and

WHEREAS, Owner hereby further acknowledges receipt, on or about _____, 19 ____, of a Notice requiring payment of all arrearages to avoid disconnection of the aforementioned utility service; and

WHEREAS, Owner has promised to bring up the arrearages by entering into the payment schedule set forth herein in return for the agreement by the Town, so long as the terms hereof are complied with, not to disconnect the aforescribed service,

T H E R E F O R E ,

In consideration of the mutual promises, covenants and agreements hereinafter contained and the mutual performance thereof at the times and in the manner hereinafter set forth, as well as in consideration of the sum of ONE DOLLAR (\$1.00) each unto the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows:

(1) The foregoing recitals are hereby declared to be true and correct, Owner acknowledging the arrearage existing in the amount of _____ covering the period of _____, together with Owner's obligation to continue future payments for future utility services.

(2) Owner hereby agrees to continue to pay all future services in a timely manner, on or before the due date thereof, without exception, and in

addition thereto, to make the following payments upon the arrearages owed, as aforesaid: _____

_____.

(3) It is hereby further understood and agreed that Owner is the legal owner of record of the parcel of real property designated as _____ and is duly listed as such on the land and assessment records of the Town and the records of Sussex County, Delaware.

(4) In the event of any violation, no matter how slight or in what manner, of the terms hereof, either respecting payment obligations for future services or the timely payment of arrearages pursuant to the schedule set forth above, Owner hereby agrees and understands that the Town has the absolute right, without any further notice whatsoever, to disconnect all services for the aforesaid utilities or otherwise affecting Owner's aforescribed property, and Owner hereby waives any right to any further hearing or notice with respect thereto in any manner whatsoever.

(5) Further, Owner hereby indemnifies and holds the Town completely harmless of and from any damages, direct or consequential, in any manner, shape or form, incurred directly or indirectly by any person or entity whomsoever as a result of the disconnection of service by the Town in the event of the failure of Owner to comply with the terms hereof in a timely manner.

(6) Further, Owner has remised, released and forever discharged, and by these presents does, on behalf of Owner and Owner's heirs, executors administrators, successors and assigns, remise, release and forever discharge the Town of and from any and all manner of action and actions, cause or causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, at law or in equity, which against the said Town Owner ever had, now have or which Owner's heirs, executors, administrators, successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day and date of these presents, as well as all future damages relating to the discontinuance of any utility service by the Town with respect to Owner's property, aforescribed, pursuant to the terms hereof.

(7) Should any court of competent jurisdiction determine that any sentence, phrase or other portion hereof is unenforceable for any reason, that sentence, phrase or other portion hereof shall be deemed completely severable from the remaining provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, the day and year aforesaid.

Witness:

OWNER:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

TOWN OF FRANKFORD

By: _____

STATE OF DELAWARE §
: SS.
COUNTY OF SUSSEX §

BE IT REMEMBERED, That on this _____ day of _____, A.D. 1985, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, part _____ to the foregoing Indenture, known to me personally to be such, and acknowledged said Indenture to be _____ deed.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public

STATE OF DELAWARE §
: SS.
COUNTY OF SUSSEX §

BE IT REMEMBERED, That on this _____ day of _____, A.D. 1985, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, President of the Town Council of the TOWN OF FRANKFORD, a Delaware municipal corporation, party to the foregoing Indenture, known to me personally to be such, and acknowledged said Indenture to be his act and deed and the act and deed of the said corporation; that the signature of the President thereto is in his own proper handwriting; that the seal affixed is the common and corporate seal of said corporation, duly affixed by its authority; and that his act of signing, sealing, acknowledging and delivering said Indenture was first duly authorized by resolution of the Town Council of said corporation.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public

RELEASE AND LICENSE

THIS RELEASE AND LICENSE, given this _____ day of _____,
198____,

B E T W E E N ,

_____,
of _____,
as releasor, hereinafter referred to as "Owner",

A N D

THE TOWN OF FRANKFORD, a Delaware municipal corporation, of
Post Office Box 270, Main Street, Frankford, Delaware 19945, as releasee,
hereinafter referred to as the "Town",

W I T N E S S E T H :

WHEREAS, the Town is contemplating entering upon certain real
property of Owner more particularly described as District 4-33, Map No.
_____, Parcel No. _____, situate in the Town of Frankford, for
purposes of improving drainage, grading and other beneficial purposes; and

WHEREAS, Owner owns the real property, aforescribed, which will
be affected and materially benefitted by such improvement; and

WHEREAS, in the course of completing the abovescribed
improvement or activity, it will be necessary for the Town to enter on, use
and occupy a portion of the land of Owner as described above situate within
the Town of Frankford,

T H E R E F O R E ,

In consideration of the sum of ONE DOLLAR (\$1.00), and other
valuable and lawful consideration, lawful money of the United States of
America, the receipt whereof is hereby acknowledged by Owner, and the
further consideration of the benefit to the property of Owner arising out of
such improvement and to encourage open access on the property of Owner for
the purposes herein set forth and otherwise within the general police power of
the Town and designated by it to be for the general welfare of the property
owners in the Town of Frankford, Owner has remised, released and forever
discharged, and by these presents does, on behalf of Owner and Owner's
heirs, executors, administrators, successors and assigns, remise, release and
forever discharge the Town, and its officers, employees, servants and agents,
their heirs, executors, administrators, successors and assigns, of and from
any and all manner of action and actions, cause or causes of action, suits,
debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties,
covenants, contracts, controversies, agreements, promises, variances,
trespasses, damages, judgments, extents, executions, claims and demands
whatsoever, at law or in equity, which against the said Town Owner ever had,

now have or which Owner's heirs, executors, administrators, successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day and date of these presents, and, further, Owner, on behalf of Owner and Owner's heirs, executors, administrators, successors and assigns, does hereby release, discharge and waive all rights of action, either legal or equitable, which Owner or Owner's heirs, executors, administrators, successors and assigns ever had, now have or may have in the future by reason of any action on the part of the Town, its officers, employees, servants and agents, in using Owner's lands within the Town of Frankford for the purpose of improving drainage by increasing the ditching thereon through the bringing of equipment upon Owner's lands, which activity is encouraged by virtue of this present Release and deemed to be of benefit to Owner as partial consideration hereunder.

The terms of this Release shall run with the remainder of the lands of Owner in the Town and be binding upon Owner, all present and future owners and occupiers of said lands and anyone claiming under Owner or Owner's heirs, executors, administrators, successors and assigns, as owners or occupants thereof or otherwise, and Owner does hereby further save the Town completely harmless of and from all direct and consequential damages arising out of any activities of the Town or its employees, servants or agents in order to encourage the Town to enter upon the lands of Owner at will for the purposes set forth above.

Owner understands and agrees that payment of the above-specified sum of money and the benefit to Owner's property by the improvement or activity described shall be in full compensation for any damage that may arise as a result of the above activity by the Town. It is hereby further understood and agreed that the Town shall not be required nor obligated to perform any specific present or future activity upon the lands owned by Owner, but is hereby encouraged to enter upon or adjacent to the aforesaid lands for purposes of altering the grading and drainage thereof as the Town may see fit from time to time, in keeping with the general police power of the Town. Owner shall continue to bear full responsibility for the condition of his or its property and hereby indemnifies and saves the Town completely harmless from any liability arising out of the condition thereof or any activity contemplated hereunder.

IN WITNESS WHEREOF, Owner(s) ha(s)(ve) caused these presents to be duly executed, the day and year aforesaid.

Witness:

_____	_____ (SEAL)
_____	_____ (SEAL)

(SEAL)

Notary Public

WATER CONNECTION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, A.D. 1998, by and between:

The Town of Frankford, 5 Main St., P.O. Box 550, Frankford DE 19945 (hereinafter "Town")

-and-

John Doe, of 123 Sycamore Tree Lane, Frankford DE 19945 (hereinafter "User").

WITNESSETH, that for and in consideration of the mutual premisses and covenants hereinafter contained, the parties hereto do agree as follows:

1. Town agrees to extend its water system to and agrees to serve the property of user. The street address of the property is: _____ The Sussex County tax map number of the property is T.M.# _____.

2. User agrees to pay to Town the charges and fees as may be promulgated by Town for water service as they now exist or may hereafter be amended or revised.

3. The initial rates and fees to be paid by User to Town are as follows:

- a. Connection charge: \$ _____.
- b. Service charge: \$ 3.50 per 1000 gallons used.
- c. Sinking fund : \$ 3.00/mth.

The rates set forth are subject to change from time to time as determined by the Town Council of the Town in the course of the routine rate process. The rates charged shall be no more nor less than that paid by the residents of the Town.

4. User agrees to pay Town for water service in the same manner within the same time and under the same terms and conditions as the residents and property owners of the Town. User acknowledges and agrees that if the charges specified above are not paid within thirty (30) days following present of a bill by Town, Town may make collection of the charges and any penalties specified by any ordinance, rule or regulation and in the same manner and with the same rights and privileges as the Town may make against residents of the Town. It is mutually agreed that if said charges are not paid as provided for herein, the charges shall become a lien against the property of User as if the User were a resident of the Town, in accordance with 25 Del. C. §2901, et seq.

5. User agrees that he shall comply with all requirements of the Town's charter, the Town's ordinances and all rules and regulations promulgated by the Town relating to water service.

6. User grants to Town a permanent easement and right-of-way, including the perpetual right to enter upon the real estate of the User described in paragraph 1., above, at any time it may see fit, and construct, install, maintain and repair underground pipelines, mains and meters for the purpose of conveying water over, across, through and under the lands of User together with the right to excavate and the duty to refill ditches, trenches or vaults for the location of said pipelines, mains or meters.

7. This agreement shall be binding on the parties hereto, the heirs, administrators, successors or assigns and shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be signed by their proper corporate officers and have set their hands and seals hereunto, the day and year first above written.

The Town of Frankford

By: _____
President

(SEAL)

Attest: _____
Secretary

User

User