

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
October 13, 2015
SEAFORD CITY HALL - 414 HIGH STREET

- 7:00 P.M.** – Mayor David Genshaw calls the Regular Meeting to Order.
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Executive Session – Negotiations for potential land sale.
 - Changes to agenda for this meeting.
 - Approval of minutes of the Regular Council meeting of September 22, 2015.

Mayor Genshaw to present proclamations:

- **Young Marines**
- **Planning week recognizing work of the Planning and Zoning Commission**

CORRESPONDENCE:

1.

NEW BUSINESS:

1. Present the Right-of-Way and Pole Attachment Franchise Agreement with Fiber Technologies Networks, L.L.C. d/b/a Lighttower.
2. Discuss potential charter changes:
 - To change the word manufacturing industries to economic development for the tax abatement in the Charter Section 32 Good Government with a maximum time of no more than ten years.
 - To change the hours for any special election in Annexation of Territory Charter Section 2 and Power to Borrow Money and Issue Bonds Charter Section 35.
 - To add the absentee ballot provision for special elections in all elections same as above.
3. Present the annual appointment of Records Officer and Authorized Agents for FY2016 for the Delaware Public Archives.
4. Governors Grant dedication agreements:
 - a. The Phase II street dedication agreement
 - b. The Phase III water and sewer dedication agreement
5. Discussion providing a brief description of the request for proposals to engage an electrical engineering firm for the electrical system improvements design.

AGENDA

Regular Meeting of the Mayor and Council
October 13, 2015

OLD BUSINESS:

1. Report the results of the proposed Special Election proposing the issuance by the City of Seaford, Delaware, of up to \$1,658,300 maximum aggregate principal amount of a general obligation bond to finance the installation and operation of a renewable energy generating system by the City of Seaford held on September 28, 2015. Review the proposed path forward for financing, bidding, and construction.
2. Announce the City of Seaford had two City-wide power outages one on September 28th and one on October 12th (date change) for upgrades to the transmission line serving our single point of delivery at Pine Street Substation. Thank the greater community for their understanding and patience.
3. Present First Amendment to Nitrogen-Phosphorus Trading Agreement with INVISTA.

PUBLIC COMMENT PERIOD:

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Delaware League of Local Governments, Duncan Center, Dover, October 22nd at 6 p.m.
2. Greater Seaford Chamber of Commerce dinner, SVFD Banquet Hall, October 22nd at 5:30 p.m.
3. 1st Saturday, lands behind City Hall, November 7th, 12 noon - 5 p.m.

COMMITTEE REPORTS:

1. **Police & Fire - Councilwoman Leanne Phillips-Lowe**
2. **Administration - Councilman H. William Mulvaney III**
3. **Parks and Recreation - Councilman Orlando Holland**
4. **Operations Committee - Councilman Dan Henderson**
5. **Electric - Councilwoman Peterson**

EXECUTIVE SESSION:

1. Discuss potential land sale and options.

Mayor Genshaw solicits a motion to hold an Executive Session for the purpose of negotiating a land sale.

Mayor Genshaw solicits a motion to adjourn the regular council meeting.

NOTE: Agenda shall be subject to change to include or delete Additional items (including executive session) which arise at the time of the meeting. (29 Del. C. §1004 (e) (3))

N.B.2
10-13-15

Proposed Charter Changes
City of Seaford, Delaware

Once Mayor and Council have discussed and approved then a request will be sent to City Solicitor James A. Fuqua, Jr. to prepare the charter changes in proper format to present to the General Assembly for approval. These prepared charter changes will be presented to Council for final approval prior to sending to our local legislators to process. It is anticipated to have these given to them no later than January 5th so they may process. Implementation will occur once the Delaware Senate and House have approved and Governor Markell has signed the bills related to the specific charter changes.

- First charter change being proposed would be in Good Government; Section 32 in this sentence – To exempt from taxation for municipal purposes for a period not to exceed ten years any manufacturing industries which may hereafter be located in said City of Seaford. (Current language.)
 - To exempt from taxation from municipal purposes for a period not to exceed ten years any economic development project that City Council determines beneficial which may hereafter be located in said City of Seaford. (New proposed language.)
- Second charter change to add the provision for absentee ballots.
 - Power to Borrow Money and Issue Bonds Section 35
 - Annexation of Territory Section 2
- Third charter change would to change the hours for holding the special elections for:
 - Power to Borrow Money and Issue Bonds Section 35
 - Annexation of Territory Section 2

Prepared by:

Dolores J. Slatcher, City Manager
October 7, 2015

Good Government.**Section 32.**

That the said Council of the City of Seaford for the good government and welfare of said City, shall have power to make, establish, publish and modify, amend or repeal ordinances, rules, regulations and by-laws for the following purposes: to prevent vice, drunkenness and immorality, to preserve peace and good order; to prevent and quell riots, disturbances and disorderly assemblages; to restrain and suppress disorderly and gaming houses and houses of ill fame; all instruments and devices for gaming, and to prohibit all gaming and fraudulent devices; to prohibit, restrain and regulate all sport exhibitions of natural and artificial curiosities, moving pictures, merry-go-rounds, caravans of animals, theatrical exhibitions, circuses or other public performances and exhibitions for money, and fix the sum to be paid for such licenses to the City; to ascertain and establish the boundaries of all streets, avenues, highways, lanes and alleys in said City, and prevent and remove all encroachments on said streets, avenues, highways, lanes or alleys; to regulate, clean and keep in repair the streets, highways, avenues, parks, lanes and alleys, wharves and docks in said City; to prescribe the manner in which corporations or persons shall exercise any privilege granted to them in the use of any street, avenue, highway, lane or alley in said City, or in digging up any street, avenue, highway, lane or alley for the purpose of laying down pipes, or for any other purpose whatsoever, and to prohibit and prevent any such use or work at such times and seasons of the year as the Council may designate; to direct and regulate the planting, rearing, trimming and preserving of ornamental shade trees in the streets, avenues, parks and grounds of said City and to authorize or prohibit the removal or destruction of such shade trees, and to enforce the removal of snow, ice or dirt from the sidewalks and gutters by the owner or occupants of the premises fronting thereon; to level, grade, flag or re-flag, curb or re-curb, gutter or re-gutter, pave or re-pave, macadamize or gravel, or shell the streets, avenues, highways, lanes and alleys of said City, and the sidewalks and gutters thereof, or any of them, or any parts or sections of the same, and to prescribe the manner in which any such work shall be performed; to direct the digging down, draining, filling up or fencing of lots, pieces or parcels of ground in said City, which shall be so deemed dangerous or unwholesome, or when such digging down, draining, filling up or fencing shall be so deemed necessary, to carry out any improvement authorized by this Act, to prescribe the manner in which said work shall be performed and to cause the expenses thereof to be assessed on such lots, tracts, pieces or parcels of ground, whether improved or unimproved, and to determine the time and manner in which such assessment shall be collected; to prevent and regulate the erection of any porch, step, platform, or bay window, cellar door, gate, aerie, descent into a cellar or basement, sign or any post or erection, or any projection or otherwise, in, over or upon any street, sidewalk, lane, alley or avenue, and to remove the same where already erected, at the expense of the owner or occupant of the premises; to regulate, protect and improve the public grounds of said City; to provide lamps and to light the streets and public places of every description in said City; to make and regulate wells, pumps, aqueducts and cisterns in the public streets; to restrain the running at large of horses, cattle, swine, goats, and other animals, geese and other poultry, and to authorize the impounding and sale of the same, for the penalty incurred, and the cost of keeping, impounding and sale; to regulate and prevent the running at large of dogs; to authorize the destruction of dogs running at large, and to impose taxes on the owners of dogs; to locate, regulate and remove slaughter houses and hog pens, privies and water closets; to prescribe and regulate the places where vending and exposing for sale wood, hay, straw and other articles from wagons or other vehicles, to regulate or prohibit any practice having a tendency to frighten animals or to annoy persons passing in the streets or on the sidewalks in said City; to restrain drunkards, vagrants, mendicants and street beggars; to prescribe the manner in which all contracts for performing work or furnishing materials for the City shall be made and executed; to abate or remove nuisances of every kind, at the expense of those maintaining the same, and to compel the owner or occupant of any lot, house, building, shed, cellar, or place wherein may be carried on any business, or calling, or in or upon which there may exist any matter or thing which is or may be detrimental in the opinion of the Council or local Board of Health to the health of the inhabitants of the City, to cleanse, remove or abate the same, under the directions of the Council.

To regulate and control the manner of building or materials used there in or removal of dwelling houses or other buildings and to provide for granting permits for the same; to establish a building line for buildings hereafter to be erected; provide that such building line for buildings shall not be established more than twenty feet back from the front line of the lots (1

exempt from taxation for municipal purposes for a period not to exceed ten years any manufacturing industries which may hereafter be located in said City of Seaford, To prohibit within certain limits to be from time to time prescribed by ordinances, the building or erection of stables; to regulate the construction of chimneys, to compel the sweeping thereof, to prevent the setting up or construction of furnaces, stoves, boilers, ovens or other things in such manner as to be dangerous, to prohibit the deposit of ashes in unsafe places, to authorize any City Officer or person whom they may designate for that purpose, to enter upon and inspect any place or places for the purpose of ascertaining whether the same is or are in a safe condition, and if not, to direct or cause the same to be made so; to compel the erection or maintenance of proper and adequate fireescapes on all public buildings; to regulate or prohibit the carrying on of manufacturing operations dangerous in causing or promoting fires; to regulate or prohibit the manufacture, sale or use of fire-works, and the use of fire-arms in said City; to regulate or prohibit the use of candles and lights in barns, stables and other buildings. To establish, regulate and control a suitable sewer and drainage system for said City; to regulate or prohibit swimming or bathing in the river in front of or contiguous to said City; or in the water within the limits of said City; to provide sanitary measures for the health of the citizens, and to prevent the introduction of infectious or contagious diseases; for which purpose their jurisdiction shall extend to any distance within one mile of the limits of said City. The City Council shall have power to enact ordinances not in conflict with the laws of the State of Delaware, as it may deem necessary and beneficial for the safety, regulation and control of pedestrians, automobiles and animal driven traffic over the streets, to define and prevent and abate nuisances within the City and the use of the streets in connection with the operation of public utilities outside of the City, to levy and collect taxes on gas and water mains, underground conduits, telephone, telegraph, electric current or other poles or erections of like character in the said City, together with the wires thereon strung and to this end may at any time direct the same to be included in or added to the City Assessment with the authority of Council to cause such mains, conduits, poles and wires to be removed and suit to be instituted to collect the taxes so levied, in the event the owner or lessees thereof refuse or neglect to pay such taxes; Council may enact ordinances to prevent, abate and regulate electrical or other interferences with radio reception in said City. Council shall have power upon inspection to condemn any existing building or structure that it deems to be a fire menace and to cause same to be torn down or removed. To contract with or to grant franchises, concessions or rights of any person, persons, firm, partnership or corporation who may apply for the privilege of erecting wharves or piers, or for the use of any street, highway, avenue, lane, alley or other City property, for the construction and operation of steam, motor or electric railways, electric light power and water plants and distribution system.

To make and establish rules and regulations by ordinance or resolution for manufacture and sale of electric current at retail in said City and within one-half mile of the corporate limits thereof, including the establishment of services charges, and to make and establish rules and regulators by ordinance or resolution for the sale of excess electric current at wholesale outside one-half mile of the corporate limits thereof. The City Council shall have the power and authority to adopt any ordinance or resolution, together with such rules and regulations as are necessary and to prescribe such forms as are required in order to provide an exemption from property taxes to residences of elderly persons and to prescribe the conditions of such exemption.

The City Council shall have power and authority to make, establish and publish such ordinances as they may deem beneficial for the good government of the said City at any regular or special meeting. The Council shall have and it is hereby vested with power and authority to prescribe the fines and penalties for violations of any of the provisions of this Act, or of the ordinances which they may enact in pursuance hereof, such fines and penalties which may be imposed either by this Act or the Ordinances enacted as aforesaid, may be collected before the Mayor, Alderman or any Justice of the Peace of said City, and in default of payment, said Mayor, Alderman, or Justice of the Peace may commit to the City lock-up or to the public jail in Sussex County for any time not exceeding sixty days, or until such fines and costs shall be paid; and all ordinances so made, established and published shall be in full force and effect immediately upon the publication of them by said Council.

All prosecutions for the violation of ordinances shall be before the Mayor, Alderman or before any Justice of the Peace of the State of Delaware, resident in the City of Seaford, and shall be in the name of the State of Delaware.

It shall be the duty of the warden of said Sussex County jail to receive and lock up in said jail any person committed to it

custody under the provisions of this Act, or under the provisions of any ordinance of City Council. The City of Seaford shall pay for the board of all persons committed to jail for violations of the Charter or Ordinances of the City of Seaford. The fees for the arresting officers and the appropriate officer before whom the trial is conducted shall be the same as are present allowed to Constables and Justices of the Peace of Sussex County. 57 Del. Laws, c. 441; 60 Del. Laws, 71; 73 Del. Laws, c. 64;

Power To Borrow Money And Issue Bonds.

Section 35.

The City Council may borrow money and issue bonds or certificates of indebtedness to secure the payment thereof on the faith and credit of the City of Seaford, to provide funds for the erection, the extension, the enlargement, the purchase or the repair of any plant, machinery, appliances, or equipment for the supply, or the manufacture and distribution of electricity or gas for light, heat or power purposes; for the furnishing of water to the public; for the construction, repair or improvement of highways, streets or lanes, or the paving, curbing or erection of gutters along the same; for the construction or repair of sewers or sewage disposal equipment; or to defray the cost or the share of the City of the cost of any permanent municipal improvements; provided, however, that the borrowing of the money therefor shall have been authorized by the City Council and shall have been approved by the electors in the manner and at the time following:

- (A) Council by resolution shall propose to the electors of the City by resolution that the state amount of the money shall be borrowed for any of the above purposes. The resolution shall state the amount of the money desired to be borrowed, the purpose for which it is desired, the manner of securing the same, and other pertinent facts relating to the loan which are deemed pertinent by the City Council and in their possession, and shall fix a time and place for hearing on the said resolution.
- (B) Notice of the time and place of the hearing on the resolution authorizing said loan shall be printed in a newspaper published in the City and or distributed in circular form at least one week before the time set for said hearing.
- (C) A second resolution shall then be passed by Council ordering a special election to be held not less than thirty days and not more than sixty days after said hearing to borrow the said money, for the purpose of voting for or against the proposed loan. The passing of the second resolution calling the special election shall ipso facto be considered Council's determination to proceed in the matter in issue.
- (D) The notice of the time and place of holding the said special election shall be printed in two issues of a newspaper in the City within thirty days prior to the election, and or distributed in circular form at least fifteen days prior to the election or both at the discretion of the Council.
- (E) At the special election, every owner of property whether individual, partnership, or corporation shall have one vote for every dollar or part of dollar of tax paid by said owner during the year preceding said election and the said vote may be cast either in person or by proxy.

At the Special Election, every owner of property, whether an individual, partnership or corporation, shall have one vote and every person who is a bona fide resident of The City of Seaford, but who is not an owner of property within the corporate limits of The City of Seaford shall have one vote. All votes may be cast either in person or by proxy. Any Special Election held pursuant to the provisions of this Section may be conducted by paper ballot and without the use of voting machines.

- (F) The Council shall cause to be prepared, printed and have available for distribution a sufficient number of ballots not less than five days prior to the date of the special election.
- (G) The Board of Election shall count the votes for and against the proposed loan; and shall announce the result thereof; shall make a certificate under their hands of the number of votes cast for and against the proposed loan, and shall deliver the same to the Council, which said certificates shall be entered on the minutes of the Council, and the original shall be filed with the papers of the Council.

The form of bond or certificate of indebtedness, the interest rate, the time or times of payment of interest, the class of the time or times of maturity, provisions as to registration, any callable or redeemable provision, the denomination and name and other relative or pertinent matters shall all be determined by Council after said Special Election. The bond or bonds or certificate or certificates of indebtedness may be sold at either public or private sale. The Council shall provide in its budget, and in fixing the rate of tax, for the payment of interest and principal on said bonds at the maturity or maturities thereof, and may establish a sinking fund therefor. The faith and credit of the City of Seaford shall be deemed to be pledged for the due payment of the bonds and

interest thereon issued under the provisions hereof, when the same have been properly executed and delivered for value. There shall be no limitation upon the amount which may be raised from the taxation of real estate for the payment of interest on and the principal of any bonded indebtedness whether hereinbefore or hereafter incurred. [61 Del. Laws, c. 451](#)

The bonded indebtedness shall not at any time exceed in the aggregate the total sum Twenty-five (25) percent of the value of the real property situate within the limits of the City as shown by the last assessment preceding the creation of the said indebtedness. [62 Del. Laws, c. 290](#)

In the event the City of Seaford should construct or acquire any plant, machinery, appliances, or equipment for the supply of electricity for gas, heat or power purposes, authority is hereby granted the City of Seaford to furnish electricity or gas for light, heat, or power purposes at retail within said City and within one-half mile of the corporate limits thereof, and to sell excess electric current at wholesale outside one-half mile of the corporate limits thereof, provided that the furnishing of said service will not incur indebtedness in excess of the bonded limit of said City and to do all things necessary to carry out this authority. [73 Del. Laws, c. 64](#)

(H) All provisions of this Section and any other Section of this Charter limiting the amounts of indebtedness to be incurred or taxes to be levied by the City Council shall not apply to any indebtedness incurred or any special ad valorem taxes, special taxes, or ad valorem taxes levied pursuant to or in connection with Section 37A of this Charter. [76 Del. Laws, c. 44](#)

N.B. 2
10-13-15**Annexation Of Territory.****Section 2.**

In the event that it becomes feasible or necessary in the future for the City of Seaford to enlarge its then existing limits a territory, such annexation accomplished in accordance with the following procedures shall be lawful:

- (A) If five (5) or more property owners resident in a territory contiguous to the then limits and territory of the City of Seaford, by written petition with the signature of each such petitioner duly acknowledged, shall request the City Council to annex that certain territory in which they reside and own property, the Mayor of the City of Seaford shall appoint a committee composed of not less than three (3) of the elected members of the City Council to investigate the possibility of annexation. The petition presented to the City Council shall include a description of the territory requested to be annexed and the reasons for the requested annexation; or, the City Council, by a majority vote of the elected members thereof, may, by resolution, propose that a committee composed of not less than three (3) of the elected members of said City Council, be appointed by the Mayor to investigate the possibility of annexing any certain territory contiguous to the then limits and territory of the City of Seaford.
- (B) Not later than ninety (90) days following its appointment by the Mayor, as aforesaid, the committee shall submit a written report containing its findings and conclusions to the Mayor and City Council. The report so submitted shall include the advantages and disadvantages of the proposed annexation both to the City and to the territory proposed to be annexed and shall contain the committee's recommendations whether or not to proceed with the proposed annexations and the reasons therefor. In the event that the committee appointed by the Mayor concludes that the proposed annexation is advantageous both to the City and to the territory proposed to be annexed, within thirty (30) days after receiving the report, a second resolution shall then be passed by the City Council proposing to the property owners and residents of both the City and the territory proposed to be annexed that the City proposes to annex certain territory contiguous to its then limits and territory. In the event that the committee appointed by the Mayor concludes that the proposed annexation is disadvantageous either to the City or to the territory proposed to be annexed, within thirty (30) days after receiving the report of the committee, the resolution proposing to the property owners and residents of both the City and the territory proposed to be annexed shall be passed by the affirmative vote of two-thirds of the elected members of the City Council. If the resolution shall fail to receive the affirmative vote of two-thirds of the elected members of the City Council, the territory proposed to be annexed shall not again be considered for annexation for a period of one year from the date that the resolution failed to receive the required affirmative vote. The second resolution shall contain a description of the territory proposed to be annexed and shall fix a time and place for a public hearing on the subject of the proposed annexation. The resolution adopted by the City Council setting forth the above information shall be printed in a newspaper published in the City of Seaford at least one week prior to the date set for the public hearing, or, if no newspaper is published in the City, publication shall be had in a newspaper having a general circulation both in the City and in the territory proposed to be annexed, or, in the discretion of the City Council, the said resolution shall be posted in five (5) public places both in the City and in the territory proposed to be annexed.
- (C) Following the public hearing, but in no event later than thirty (30) days thereafter, a resolution shall then be passed by a majority of the City Council ordering a special election to be held not less than thirty (30) days nor more than sixty (60) days after the said public hearing on the subject of the proposed annexation. The passage of this resolution shall ipso facto be considered the City Council's determination to proceed with the matter of the proposed annexation.
- (D) The notice of the time and place of holding the said special election shall be printed within thirty (30) days immediately preceding the date of the special election in at least two (2) issues of a newspaper published in the City, or, if no newspaper is published in the City, the notice may be printed within thirty (30) days immediately preceding the date of the special election in two (2) issues of a newspaper having a general

circulation in the City and in the territory proposed to be annexed, or, in the discretion of the City Council the said notice may be posted in five (5) public places both in the City and in the territory proposed to be annexed at least fifteen (15) days prior to the date of the special election.

- (E) At the Special Election, every property owner, whether individual, partnership or corporation both in The City of Seaford and in the territory proposed to be annexed shall have one vote. Every citizen of The City of Seaford or of the territory proposed to be annexed over the age of eighteen years who is not a property owner shall have one vote. In the case of property owned by husband and wife jointly, the husband and wife shall each have one vote. In the event that a person owns property both in the City of Seaford and in the territory proposed to be annexed, said person shall vote only in the territory proposed to be annexed. The books and records of The City of Seaford in the case of property owners and citizens of The City and the books and records of the Board of Assessment of Sussex County in the case of property owners and residents of the territory proposed to be annexed shall be conclusive evidence of the right of such property owners and citizens to vote at the Special Election. [61 Del. Laws, c. 259](#); [66 Del. Laws, c. 327](#);
- (F) The Council shall cause to be prepared, printed and have available a sufficient number of ballots not less than five (5) days prior to the date of the special election.
- (G) The form of the ballot shall be as follows:
- This ballot casts votes.
- For the proposed annexation.
- Against the proposed annexation.
- (check one)
- (H) The Mayor shall appoint three (3) persons to act as a Board of Special Election, at least one of whom must reside and own property in the City, and at least one of whom must own property in the territory proposed to be annexed. One of the said persons so appointed shall be designated the Presiding Officer. Voting shall be conducted in the Municipal Building and the Board of Election shall have available, clearly marked, two (2) ballot boxes. All ballots cast by those persons, partnerships or corporations authorized to vote as residents or property owners in the territory proposed to be annexed shall be deposited in one such ballot box, and all ballots cast by those persons, partnerships or corporations who are authorized to vote as residents or property owners of the City shall be deposited in such ballot box. The polling place shall be opened from 2:00 p.m. prevailing time, until 6:00 p.m. prevailing time, on the date set for the special election. [66 Del. Laws, c. 19](#); [61 Del. Laws, c. 327](#);
- (I) Immediately upon the closing of the polling places, the Board of Election shall count the ballots for and against the proposed annexation and shall announce the result thereof; the Board of Election shall make a certificate under their hands of the number of votes cast for and against the proposed annexation, and the number of votes, and shall deliver the same to the City Council. The said certificate shall be filed with the papers of the Council.
- (J) In order for the territory proposed to be annexed to be considered annexed, a majority of the votes cast both from the City and from the territory proposed to be annexed must have been cast in favor of the proposed annexation. If a favorable vote for annexation shall have been cast, the City Council of the City of Seaford shall cause a description and a plot of the territory so annexed to be recorded in the Office of the Recorder of Deeds, in and for Sussex County, but no event shall such recordation be completed more than ninety (90) days following the favorable Referendum. The territory considered for annexation shall be considered to be part of the City of Seaford from the time of recordation. The failure of the City of Seaford to record the description and plot within the time hereinbefore specified shall not make the annexation invalid, but such annexation shall be deemed to be effective at the expiration of the ninety (90) day period from the date of the favorable election. In the event that the referendum results in an unfavorable vote for the annexation, all or any part of the territory considered at the special election for annexation shall not again be considered for

Delaware Public Archives



...your window to the past!

SLC D575B State of Delaware Delaware Public Archives 121 Martin Luther King Jr. Blvd. North Dover, DE 19901
Phone # (302) 744-5000 AnalystTeam@state.de.us

N.B.3
10-13-15

APPOINTMENT OF RECORDS OFFICER AND AUTHORIZED AGENTS FOR FY2016

ALL FIELDS MUST BE COMPLETED

MUNICIPALITY/COUNTY/DEPARTMENT: City of Seaford
 DIVISION: _____ RECORD GROUP NUMBER: 7200
 SECTION: Administration PROGRAM/LOCATION: City Of Seaford

SECTION I: APPOINTMENT OF RECORDS OFFICER

(THIS SECTION TO BE USED ONLY FOR THE DIVISION OR DEPARTMENTAL RECORDS OFFICER APPOINTMENT.)

In accordance with [Title 29 Delaware Code, Section 521](#), I appoint the following person as records officer to serve as liaison with the Delaware Public Archives for all agency records administration functions including requests for records retention scheduling, storage, and destruction services.

NAME Tracy Torbert		TITLE Executive Secretary	
E-MAIL ADDRESS Ttorbert@Seafordde.Com		TELEPHONE #: 302-629-9173	FAX #: 3026299307
STATE LOCATOR CODE De	MAILING ADDRESS (Include: Street, Building, Town/City, State, Zip) Po Box 1100, Seaford, De 19973		

SECTION II: APPOINTMENT OF AUTHORIZED AGENT(S)

In accordance with [Delaware Public Archives \(DPA\) policy](#), I appoint the following person(s) to serve as authorized agent(s). Authorized agents are personnel designated by their agency head and/or records officer to sign DPA transfer documents, destruction notices and record service forms authorizing the transfer of records to the DPA for storage, requests for destruction authorization, requests for information retrieval and to submit agency publications.

Attach Additional pages if more space if needed.

NAME Dolores Slatcher		TITLE City Manager	
E-MAIL ADDRESS Dslatcher@Seafordde.Com		TELEPHONE #: 3026299173	FAX #: 3026299307
STATE LOCATOR CODE De	MAILING ADDRESS (Include: Street, Building, Town/City, State, Zip) Po Box 1100, Seaford, De 19973		

NAME June Merritt		TITLE Director Of Finance/HR	
E-MAIL ADDRESS Jmerritt@Seafordde.Com		TELEPHONE #: 3026299173	FAX #: 3026299307
STATE LOCATOR CODE De	MAILING ADDRESS (Include: Street, Building, Town/City, State, Zip) Po Box 1100, Seaford, De 19973		

NAME Trisha Newcomer		TITLE It/Ed Manager	
E-MAIL ADDRESS Tbooth@Seafordde.Com		TELEPHONE #: 3026299173	FAX #: 3026299307
STATE LOCATOR CODE	MAILING ADDRESS (Include: Street, Building, Town/City, State, Zip)		

NAME		TITLE	
E-MAIL ADDRESS		TELEPHONE #:	FAX #:
STATE LOCATOR CODE	MAILING ADDRESS (Include: Street, Building, Town/City, State, Zip)		

IMMEDIATELY NOTIFY THE DELAWARE PUBLIC ARCHIVES AS CHANGES OCCUR TO SECTIONS I or II ABOVE.

EFFECTIVE DATE: _____ APPROVED BY: _____
 _____ Agency Head (NAME)
 _____ Title of Agency Head
 _____ Records Officer

N.B. 4a
10/13/15

Tax Map and Parcel Nos.: 5-31-10.00-234.04 (p/o)
Prepared by and Return to:
The City of Seaford
P.O. Box 1100
Seaford, DE 19973

STREET DEDICATION AGREEMENT

THIS STREET DEDICATION AGREEMENT ("Agreement") is made this _____ day of _____, 2015

-BETWEEN-

NORTH STATE STREET PROPERTIES – GOVERNORS GRANT, LLC, a Delaware Limited Liability Company, of 951 North State Street, Dover, Delaware, 19901, party of the first part,

-AND-

THE CITY OF SEAFORD (hereinafter "CITY"), a municipal corporation of the State of Delaware, of 414 High Street, Seaford, Delaware, 19973, party of the second part,

WITNESSETH

WHEREAS, North State Street Properties – Governors Grant, LLC, is the owner of certain property located in the City of Seaford, County of Sussex, State of Delaware, known as Governors Grant Subdivision, with a Tax Map and Parcel Number of 5-31-10.00-234.04 (p/o); and

WHEREAS, the City of Seaford desires to accept dedication of a portion of the Streets and Street Lights as constructed by North State Street Properties – Governors Grant, LLC; located in the City of Seaford, Seaford Hundred, Sussex County, Delaware, being known as Plantation Drive, Chatham Drive and Bethany Drive, within the residential community known as Governors Grant Subdivision, and as more particularly shown on a plot identified as a "*Partial Right-of-Way Survey for Dedication to the City of Seaford, Governor's Grant Subdivision*", prepared by Miller Lewis, Inc., revision dated June 25, 2015 and of record in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book # _____, Page# _____, and as described in the attached Exhibit A the "Description of Dedicated Area", but specifically *excluding* the Curbing, Gutter, Sidewalk, Snow removal and maintenance of Sidewalks, Common Areas, Landscaping, Storm Water Management System and appurtenances; and

WHEREAS, the CITY desires to accept said Streets and Street Lights for long term maintenance for the purposes set forth herein,

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar each to the other in hand paid and the mutual covenants and agreements herein set forth, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. All costs associated with the operation, maintenance and replacement of the Streets and Street Lights, to the limits indicated, shall be the responsibility of the CITY upon acceptance.

2. The CITY shall indemnify, defend and hold harmless North State Street Properties – Governors Grant, LLC, of and for any and all suits, claims, demands, actions, losses or damages arising from the loss of life and/or injury or damages to persons or property whatsoever by reason of or in connection with CITY’s construction, operation, maintenance, repairs and replacement of the Streets and Street Lights.
3. All of the exhibits referenced herein are incorporated herein.
4. The dedication conveyed herein and the obligations and rights set forth in this Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
5. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.
6. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
7. This Agreement shall be recorded at the sole expense of North State Street Properties – Governors Grant, LLC, and the original recorded document shall be returned to the City of Seaford.
8. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and shall only be amended in writing, signed by the parties herein.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Donna Miller
Witness

Donna Miller
Witness

NORTH STATE STREET PROPERTIES –
GOVERNORS GRANT, LLC

By: Curtis E. Larrimore (SEAL)
Curtis E. Larrimore, Member

By: Mark A. Stoesifer (SEAL)
Mark A. Stoesifer, Member

CITY OF SEAFORD

Witness

By: _____ (SEAL)
Mayor

Witness

Attest: _____ (SEAL)
City Manager

Exhibit A

**Miller-Lewis, Inc. Land Surveying
1560 Middleford Road Seaford DE 19973**

**LEGAL DESCRIPTION OF PARTIAL RIGHT-OF-WAY FOR
"GOVERNORS GRANT" SUBDIVISION
FOR THE CITY OF SEAFORD
TM#-5-31-10-234.04 PART**

All that certain piece, parcel and tract of land lying and being situate in The City of Seaford, Seaford Hundred, Sussex County and State of Delaware, being a partial right-of-way for "Governors Grant" subdivision as designated on a survey plat prepared by Miller-Lewis, Inc., dated May 19, 2015, revised June 25, 2015 and more particularly described, as follows:

BEGINNING at a point on the westerly right-of-way line of Chatham Drive at 50' wide right-of-way, said point being situate southerly 138.28 feet more or less from the 10' junction curve connecting Catham Drive and William Ross Lane; thence through Chatham Drive North $81^{\circ}-37'-13''$ East a distance of 50.01 feet to a point; thence with the right-of-way of Chatham Drive South $09^{\circ}-31'-00''$ East a distance of 50.72 feet to a point; thence with the intersection of Chatham Drive and Plantation Drive and along a curve to the left having a radius of 10.00 feet, the central angle being $90^{\circ}-00'-42''$, the arc length being 15.71 feet, the chord bearing South $54^{\circ}-30'-39''$ East a distance of 14.14 feet to a point; thence with the right-of-way line of Plantation Drive North $80^{\circ}-29'-00''$ East a distance of 590.00 feet to a point; thence with the intersection of Plantation Drive and Bethany Drive and along a junction curve to the left having a radius of 10.00 feet, the central angle being $90^{\circ}-00'-42''$, the arc length being 15.71 feet, the chord bearing North $35^{\circ}-29'-21''$ East a distance of 14.14 feet to a point; thence with the right-of-way line of Bethany Drive North $09^{\circ}-31'-00''$ West a distance of 124.70 feet to a point; thence through Bethany Drive North $78^{\circ}-43'-05''$ East a distance of 50.03 feet to a point; thence with the right-of-way of Bethany Drive the following three (3) courses and distances: 1) South $09^{\circ}-31'-00''$ East a distance of 301.24 feet to a point; 2) South $80^{\circ}-29'-00''$ West a distance of 50.00 feet to a point; 3) North $09^{\circ}-31'-00''$ West a distance of 105.00 feet to a point; thence with the intersection of Bethany Drive and Plantation Drive and along a junction curve to the left having a radius of 10.00 feet, the central angle being $90^{\circ}-00'-42''$, the arc length being 15.71 feet, the chord bearing North $54^{\circ}-31'-21''$ West a distance of 14.14 feet to a point; thence with the right-of-way line of Plantation Drive South $80^{\circ}-29'-00''$ West a distance of 590.00 feet to a point; thence with the intersection of Plantation Drive and Chatham Drive and along a junction curve to the left having a radius of 10.00 feet, the central angle being $90^{\circ}-00'-42''$, the arc length being 15.71 feet, the chord bearing South $35^{\circ}-28'-39''$ West a distance of 14.14 feet to a point; thence with the right-of-way of Chatham Drive the following three (3) courses and distances: 1) South $09^{\circ}-31'-00''$ East a distance of 105.00 feet to a point; 2) South $80^{\circ}-29'-00''$ West a distance of 50.00 feet to a point; 3) North $09^{\circ}-31'-00''$ West a distance of 105.00 feet to a point; thence with the intersection of Chatham Drive and Plantation Drive and along a junction curve to the left having a radius of 10.00 feet, the central angle being $88^{\circ}-55'-53''$, the arc length being 15.52 feet, the chord bearing North $53^{\circ}-58'-56''$ West a distance of 14.01 feet to a point; thence through Plantation Drive North $09^{\circ}-14'-39''$ West a distance of 50.01 feet to a point; thence with the intersection of Plantation Drive and Chatham Drive and along a junction curve to the left having a radius of 10.00 feet, the central angle being $87^{\circ}-33'-39''$, the arc length being 15.28 feet, the chord bearing North $34^{\circ}-15'-50''$ East a distance of 13.84 feet to a point; thence with the right-of-way of Chatham Drive North $09^{\circ}-31'-00''$ West a distance of 51.71 feet home to the point and place of beginning said to contain 1.319 acres of land, more or less.

Donald K. Miller, PLS #407

STATE OF DELAWARE

: SS

COUNTY OF SUSSEX:

BE IT REMEMBERED, that on this _____ day of _____, A.D. 2015, before me, the undersigned officer, personally appeared David C. Genshaw, who acknowledged himself to be the Mayor of The City of Seaford, a municipal corporation of the State of Delaware, party to this Street Dedication Agreement, and that he, as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

STATE OF DELAWARE

: SS

COUNTY OF KENT

BE IT REMEMBERED, that on this 2 day of October, A.D. 2015, before me, the undersigned officer, personally appeared Curtis E. Larrimore and Mark A. Stonesifer, Members of North State Street Properties – Governors Grant, LLC, a Delaware Limited Liability Company, parties to this Street Dedication Agreement, known to me personally to be such, and acknowledged this Indenture to be their act and deed and the act and deed of said North State Street Properties – Governor’s Grant, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Donna Louise Miller
Notary Public
My Commission Expires:



Tax Map and Parcel Nos.: 5-31-10.00-234.04 (p/o)
Prepared by and Return to:
The City of Seaford
P.O. Box 1100
Seaford, DE 19973

DEED

THIS DEED OF DEDICATION, made this ____ day of _____, 2014

-BETWEEN-

NORTH STATE STREET PROPERTIES – GOVERNORS GRANT, LLC, a Delaware Limited Liability Company, of 951 North State Street, Dover, Delaware, 19901, party of the first part, hereinafter referred to as “Grantor”,

-AND-

THE CITY OF SEAFORD (hereinafter “CITY”), a municipal corporation of the State of Delaware, of 414 High Street, Seaford, Delaware, 19973, party of the second part, hereinafter referred to as “Grantee”,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said party of the second part, and its heirs, successors and assigns, in fee simple, the following described lands, situate, lying and being in the City of Seaford, Seaford Hundred, Sussex County, State of Delaware:

ALL THOSE CERTAIN PORTIONS of those streets and roads, lying and being located in the City of Seaford, Seaford Hundred, Sussex County, Delaware, being known as Plantation Drive, Chatham Drive and Bethany Drive, Governors Grant Subdivision, and more particularly shown on a plot identified as a “*Partial Right-of-Way Survey for Dedication to the City of Seaford, Governor’s Grant Subdivision*”, prepared by Miller Lewis, Inc., revision dated June 25, 2015, and of record in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book # _____, Page# _____, and as more particularly described as follows, to-wit:

BEGINNING at a point on the westerly right-of-way line of Chatham Drive at 50' wide right-of-way, said point being situate southerly 138.28 feet more or less from the 10' junction curve connecting Catham Drive and William Ross Lane; thence through Chatham Drive North 81°-37'-13" East a distance of 50.01 feet to a point; thence with the right-of-way of Chatham Drive South 09°-31'-00" East a distance of 50.72 feet to a point; thence with the intersection of Chatham Drive and Plantation Drive and along a curve to the left having a radius of 10.00 feet, the central angle being 90°-00'-42", the arc length being 15.71 feet, the chord bearing South 54°-30'-39" East a distance of 14.14 feet to a point; thence with the right-of-way line of Plantation Drive North 80°-29'-00" East a distance of 590.00 feet to a point; thence with the intersection of Plantation Drive and Bethany Drive and along a junction curve to the left having a radius of 10.00 feet, the central angle being 90°-00'-42", the arc length being 15.71 feet, the chord bearing North 35°-29'-21" East a distance of 14.14 feet to a point; thence with the right-of-way line of Bethany Drive North 09°-31'-00" West a distance of 124.70 feet to a point; thence through Bethany Drive North 78°-43'-05" East a distance of 50.03 feet to a point; thence with the right-of-way of Bethany Drive the following three (3) courses and distances: 1) South 09°-31'-00" East a distance of 301.24 feet to a point; 2) South 80°-29'-00" West a distance of 50.00 feet to a point; 3) North 09°-31'-00" West a distance of 105.00 feet to a point; thence with the intersection of Bethany Drive and Plantation Drive and along a

junction curve to the left having a radius of 10.00 feet, the central angle being $90^{\circ}-00'-42''$, the arc length being 15.71 feet, the chord bearing North $54^{\circ}-31'-21''$ West a distance of 14.14 feet to a point; thence with the right-of-way line of Plantation Drive South $80^{\circ}-29'-00''$ West a distance of 590.00 feet to a point; thence with the intersection of Plantation Drive and Chatham Drive and along a junction curve to the left having a radius of 10.00 feet, the central angle being $90^{\circ}-00'-42''$, the arc length being 15.71 feet, the chord bearing South $35^{\circ}-28'-39''$ West a distance of 14.14 feet to a point; thence with the right-of-way of Chatham Drive the following three (3) courses and distances: 1) South $09^{\circ}-31'-00''$ East a distance of 105.00 feet to a point; 2) South $80^{\circ}-29'-00''$ West a distance of 50.00 feet to a point; 3) North $09^{\circ}-31'-00''$ West a distance of 105.00 feet to a point; thence with the intersection of Chatham Drive and Plantation Drive and along a junction curve to the left having a radius of 10.00 feet, the central angle being $88^{\circ}-55'-53''$, the arc length being 15.52 feet, the chord bearing North $53^{\circ}-58'-56''$ West a distance of 14.01 feet to a point; thence through Plantation Drive North $09^{\circ}-14'-39''$ West a distance of 50.01 feet to a point; thence with the intersection of Plantation Drive and Chatham Drive and along a junction curve to the left having a radius of 10.00 feet, the central angle being $87^{\circ}-33'-39''$, the arc length being 15.28 feet, the chord bearing North $34^{\circ}-15'-50''$ East a distance of 13.84 feet to a point; thence with the right-of-way of Chatham Drive North $09^{\circ}-31'-00''$ West a distance of 51.71 feet home to the point and place of beginning said to contain 1.319 acres of land, more or less.

SUBJECT, however, to the reservations, restrictions, conditions and covenants of record and subject to such state of facts as an accurate survey and/or inspection of the lands and premises will disclose, the operation and effect of any zoning laws, and building restrictions imposed by public authority, and easements and public utility grants of record.

AND BEING part of the same lands and premises which were conveyed unto North State Street Properties – Governors Grant, LLC, a Delaware Limited Liability Company, by Deed of Charles H. Guy, IV, as to a 50% interest, Robert Nedzel, as to a 25% interest, and Douglas Stambaugh, as to a 25% interest, dated November 15, 2010 and recorded in the Office of the Recorder of Deeds in and for Sussex County Delaware, on December 16, 2010, in Deed Record Book 3850, Page 203.

[The remainder of this page was left blank intentionally.
The signature page appears next.]

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year aforesaid.

Signed, Sealed & Delivered
in the Presence of:

NORTH STATE STREET PROPERTIES –
GOVERNORS GRANT, LLC,

Donna Miller
Witness

By: Curtis E. Larrimore (SEAL)
Curtis E. Larrimore, Member

Donna Miller
Witness

By: Mark A. Stonesifer (SEAL)
Mark A. Stonesifer, Member

STATE OF DELAWARE

: SS

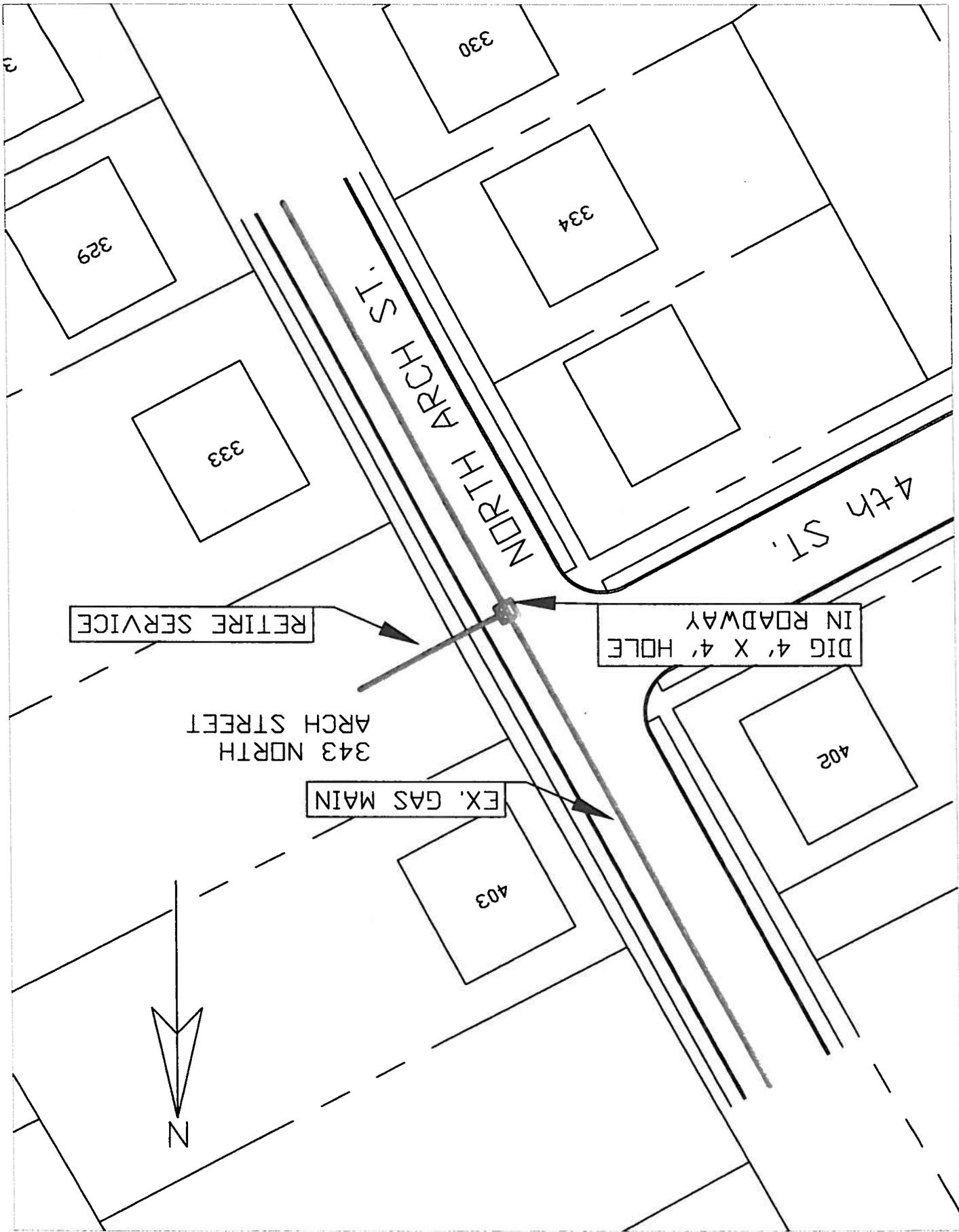
COUNTY OF KENT

BE IT REMEMBERED, that on this 2 day of October, A.D. 2015, personally came before me, the undersigned officer, Curtis E. Larrimore and Mark A. Stonesifer, Members of North State Street Properties – Governors Grant, LLC, a Delaware Limited Liability Company, parties to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and deed and the act and deed of the said North State Street Properties – Governors Grant, LLC.

Given under my Hand and Seal of Office the day and year aforesaid.

Donna Louise Miller
Notary Public
My Commission Expires:





330

334

329

333

NORTH ARCH ST.

4th ST.

RETIRE SERVICE

DIG 4' X 4' HOLE
IN ROADWAY

343 NORTH
ARCH STREET

EX. GAS MAIN

402

403

N

N.B. 4b
10-13-15

Tax Map and Parcel Nos.: 5-31-10.00-234.04 (p/o)
Prepared by and Return to:
The City of Seaford
P.O. Box 1100
Seaford, DE 19973

UTILITY DEDICATION AND MAINTENANCE AGREEMENT

THIS UTILITY DEDICATION AND MAINTENANCE AGREEMENT (hereinafter "AGREEMENT") is made this _____ day of _____, 2015

-BETWEEN-

NORTH STATE STREET PROPERTIES – GOVERNORS GRANT, LLC (hereinafter "OWNER"), a Delaware Limited Liability Company, of 951 North State Street, Dover, Delaware, 19901, party of the first part,

-AND-

THE CITY OF SEAFORD (hereinafter "CITY"), a municipal corporation of the State of Delaware, of 414 High Street, Seaford, Delaware, 19973, party of the second part,

-WITNESSETH-

WHEREAS, North State Street Properties – Governors Grant, LLC, is the owner of certain property located in the City of Seaford, County of Sussex, State of Delaware, known as Governors Grant Subdivision, with a Tax Map and Parcel Number of 5-31-10.00-234.04 (p/o) (hereinafter "PROPERTY"); and

WHEREAS, the OWNER has improved the PROPERTY, including the installation of water and sanitary sewer utilities (hereinafter "DEDICATED UTILITIES"); and

WHEREAS, the CITY desires to accept dedication of a portion of said DEDICATED UTILITIES as constructed by North State Street Properties – Governors Grant, LLC; as more particularly shown on a plot identified as "WATER & SEWER "AS-BUILT" SURVEY GOVERNOR'S GRANT", by Atlantic Surveying & Mapping, LLC, revision dated 7/24/15 and sealed by Peter E. Loewenstein, PLS. and of record in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book # _____, Page# _____, (hereafter "AS-BUILT SURVEY") to the extents marked on Exhibit "A" and Exhibit "B" attached to this agreement, but specifically *excludes* the Streets, Storm Water Management System and appurtenances; and

WHEREAS, the CITY desires to accept said DEDICATED UTILITIES for long term maintenance for the purposes set forth herein; and

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) each to the other in hand paid, and the mutual covenants and agreements herein set forth, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. The OWNER hereby grants and conveys to CITY a blanket easement and right-of- way, including the perpetual right to enter upon the real estate described herein, at any time that it may see fit, and construct, maintain and repair public electric transformers, underground cable, overhead wires, poles

and related facilities, water mains, main valves, fire hydrants and/or sanitary sewer mains, force mains and manholes, on, under, over and across the lands, together with the right to excavate and the duty to refill ditches and/or trenches; the right to maintain, repair, reconstruct said facilities, remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said facilities.

2. The installation and maintenance of the facilities shall be in compliance with the requirements of any and all municipal, state, federal and/or other governmental agencies.
3. The OWNER shall have the right to install landscaping, place fill material, construct roads and sidewalks, place fences, erect signs and to otherwise make improvements upon the PROPERTY, so long as said improvements or placements are constructed with the prior written consent of the CITY.
4. The OWNER agrees to keep the PROPERTY perpetually free and clear of all construction including garages, storage sheds, fences, etc., that would obstruct in any way the repair or replacement of said facilities, except for structures already existing at the time of execution of this easement.
5. During such times as the CITY shall re-enter the property for purposes of maintenance, the CITY shall first notify the OWNER, except in cases of emergency, that maintenance work will be taking place, promptly complete the maintenance work, and restore the area to as good condition as it was prior to the commencement of the maintenance work. In case of emergency, CITY shall promptly notify the OWNER of its entry onto the PROPERTY.
6. The OWNER does hereby dedicate, and the CITY hereby accepts dedication of the DEDICATED UTILITIES.
7. All costs associated with the operation, maintenance (as further defined above during the warrantee period) and replacement of the DEDICATED UTILITIES shall be the responsibility of the CITY upon acceptance.
8. The OWNER and CITY agree to the following Limits of responsibility for utilities on the PROPERTY:

CITY is responsible for the following DEDICATED UTILITIES:

- Electrical Facilities on the service supply side up to and including the electric transformer, as well as the service meter.
- Water Facilities on the service supply side, including the mains, service tap, service pipe up to and including the service valve, and fire hydrants.
- Sanitary Sewer Facilities including mains, manholes, service taps and cleanouts located in the right-of-way, except for all other appurtenances upstream of the service cleanout and/or outside of the right-of-way

OWNER is Responsible for the following NON-DEDICATED UTILITIES:

- All other facilities and appurtenances on the PROPERTY.

9. The CITY shall indemnify, defend and hold harmless the OWNER of and for any and all suits, claims, demands, actions, losses or damages arising from the loss of life and/or injury or damages to persons or property whatsoever by reason of or in connection with CITY's construction, operation, maintenance, repairs and replacement of the DEDICATED UTILITIES.
10. Notice shall be delivered to the OWNER, North State Street Properties – Governors Grant, LLC, 951 North State Street, Dover, Delaware, 19901, and the CITY of Seaford, 414 High Street, P. O. Box 1100, Seaford, Delaware 19973 or such other address as a party shall provide to other parties. Notice

shall be delivered by (i) hand, (ii) courier service, or (iii) first class mail, postage paid, return receipt requested. Notice shall be deemed to be given upon receipt unless receipt is refused or otherwise not accepted, in which case notice shall be deemed given one (1) day following hand delivery or delivery by courier or three (3) days following posting in the United States mail.

11. All of the exhibits referenced herein are incorporated herein.
12. The UTILITY DEDICATION granted and conveyed herein and the obligations and rights set forth in this AGREEMENT shall run with the land and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
13. This AGREEMENT and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.
14. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one the same instrument.
15. This AGREEMENT shall be recorded at the sole expense of the OWNER.
16. This AGREEMENT constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and shall only be amended in writing, signed by the parties herein.

[The remainder of this page was left blank intentionally.
The signature page appears next.]

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Donna Miller
Witness

Donna Miller
Witness

NORTH STATE STREET PROPERTIES –
GOVERNORS GRANT, LLC

By: Curtis E. Larrimore (SEAL)
Curtis E. Larrimore, Member

By: Mark A. Stenesifer (SEAL)
Mark A. Stenesifer, Member

CITY OF SEAFORD

Witness

Witness

By: _____ (SEAL)
Mayor

Attest: _____ (SEAL)
City Manager

STATE OF DELAWARE

: SS

COUNTY OF SUSSEX:

BE IT REMEMBERED, that on this _____ day of _____, A.D. 2015, before me, the undersigned officer, personally appeared David C. Genshaw, who acknowledged himself to be the Mayor of The City of Seaford, a municipal corporation of the State of Delaware, party to this Street Dedication Agreement, and that he, as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

STATE OF DELAWARE

: SS

COUNTY OF KENT

BE IT REMEMBERED, that on this 2 day of October, A.D. 2015, before me, the undersigned officer, personally appeared Curtis E. Larrimore and Mark A. Stonesifer, Members of North State Street Properties – Governors Grant, LLC, a Delaware Limited Liability Company, parties to this Street Dedication Agreement, known to me personally to be such, and acknowledged this Indenture to be their act and deed and the act and deed of said North State Street Properties – Governor’s Grant, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Donna Louise Miller
Notary Public
My Commission Expires:



OB 1
10-13-15

CERTIFICATE OF ELECTION

The Renewable Generating System (Solar Array) election was held on **Monday, September 28, 2015**, resulted as follows:

Total Number of Ballots Cast: 125
(Includes 4 Absentee Ballots)

For Proposed Borrowing 102
Against Proposed Borrowing 23

ELECTION COMMITTEE

Guy Longo

Rick Peterson

John Leverage





Subscribed and sworn before me on this 28th day of September, 2015


Notary Public



N.B. 2
9/22/15
O.B. 3
10-13-15

FIRST AMENDMENT TO NITROGEN-PHOSPHORUS TRADING AGREEMENT

This FIRST AMENDMENT TO NITROGEN-PHOSPHORUS TRADING AGREEMENT (this "First Amendment") is made as of August 12, 2015 (the "First Amendment Effective Date"), by and between INVISTA S.à r.l. ("INVISTA") and the City of Seaford, Delaware (the "City"), with reference to that certain Nitrogen-Phosphorus Trading Agreement, dated as of August 15, 2014 (the "Agreement"), made by and between INVISTA and the City. Any capitalized terms not defined in this First Amendment have the meaning ascribed to them in the Agreement. INVISTA and the City are each separately referred to herein as a "Party" and, together, as the "Parties."

A. INVISTA and the City each desire to amend the Renewal Permit Allocations, Trade, the Submissions to DNREC and the Termination Prior to Effective Date of the Trade sections of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. **References to 2014 Renewal Permit and 2014 Renewal Permits.** All references to "2014 Renewal Permit" and "2014 Renewal Permits" in the Agreement shall be deleted and replaced in their entirety with "2015 Renewal Permit" and "2015 Renewal Permits", as applicable.

2. **Renewal Permit Allocations.** Section 2.1(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(b) For purposes of INVISTA's 2015 Renewal Permit, the INVISTA TP Allocation Pre-Trade is expected to be non-detect, defined as less than or equal to 0.1 mg/l, and the INVISTA TN Allocation Pre-Trade is expected to be One Hundred Seventy-One Thousand Eight Hundred Eighteen (171,818) pounds per year, calculated as a moving 12-month cumulative load."

3. **Trade.** Section 3.1(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(b) INVISTA shall (i) transfer to the City all of INVISTA's authorization and interest in a total of Twenty-Seven Thousand Four Hundred Thirty-One (27,431) pounds per year, calculated as a moving 12-month cumulative load, of the INVISTA TN Allocation Pre-Trade ("Traded TN Allocation") for use by the City as set forth herein, and (ii) accept a limit for TN in its 2015 Renewal Permit that prohibits INVISTA from discharging the amount of TN specified in the Traded TN Allocation."

4. **Submissions to DNREC.** Section 4.1(b)(iii) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(iii) stating that the Traded TP Allocation will be used by DNREC to establish a discharge limit for TP in INVISTA's 2015 Renewal Permit that is no less than One Thousand Four Hundred Sixty (1,460) pounds per year, calculated as a moving 12-month cumulative load (the "DNREC Traded TP Allocation Approval")."

5. **Termination Prior to Effective Date of the Trade.** Section 7.2(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(d) This Agreement shall be terminated automatically if the Effective Date of the Trade has not occurred by December 31, 2016."

6. Ratification and Authority. The Agreement, as expressly amended by this First Amendment, is hereby ratified and shall remain in full force and effect. INVISTA and the City each possess all requisite corporate power and authority to enter into this First Amendment and ratify the Agreement. The Agreement, as amended, and this First Amendment shall be read and construed as one document, and this First Amendment shall be considered to be part of, and as equally valid as, the Agreement, as amended.

7. Governing Law. This First Amendment shall be subject to the terms and conditions of Section 8.4 of the Agreement, which terms and conditions are hereby incorporated by reference.

8. Conflicts. To the extent any provision of this First Amendment conflicts with any provision of the Agreement, this First Amendment shall control.

9. Counterparts and Electronic Signatures. This First Amendment may be executed in one or more counterparts or duplicate originals, all of which when taken together will constitute one and the same agreement. Electronic and facsimile copies of an original executed signature page (including, without limitation, copies electronically transmitted in portable document format or “.pdf”) will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through the DocuSign, Inc. electronic signing system implemented by INVISTA will also be deemed the same as an original executed signature page. At the request of either Party at any time, the Parties shall promptly confirm all electronic or facsimile copies, and all electronically executed versions, of any signature page by manually executing and delivering a duplicate original signature page.

[The remainder of this page has intentionally been left blank; signature page follows.]

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute this First Amendment as of the First Amendment Effective Date.

CITY OF SEAFORD, DELAWARE

By: _____

Name: David C. Genshaw

Title: Mayor

By: _____

Name: Dolores J. Slatcher

Title: Attest; Secretary of Council

INVISTA S.A R.L.

By: 

Name: Willie V. Scott

Title: Authorized Signatory

NITROGEN-PHOSPHORUS TRADING AGREEMENT

This **NITROGEN-PHOSPHORUS TRADING AGREEMENT** (this "Agreement"), dated August 15, 2014 ("Execution Date"), is entered into by and between the **City of Seaford, Delaware**, a municipal corporation organized under and by virtue of the laws of the State of Delaware (the "City"), and **INVISTA S.à r.l.**, a Luxembourg *société à responsabilité limitée* ("INVISTA"). The City and INVISTA may be individually referred to as a "Party" or collectively as the "Parties."

A. INVISTA owns and operates a manufacturing facility located at 25876 DuPont Road, Seaford, Delaware ("Seaford Plant").

B. The City and the Seaford Plant are individually permitted point source dischargers into the Nanticoke River, which ultimately is tributary to the Chesapeake Bay, under the National Pollutant Discharge Elimination System ("NPDES") permit program, and the individual discharge permits held by the City and INVISTA (each, an "NPDES Permit" and collectively, the "NPDES Permits") currently are each in the renewal process before the Delaware Department of Natural Resources and Environmental Control ("DNREC").

C. DNREC promulgated the final Total Maximum Daily Load ("TMDL") requirements for the Nanticoke River in 1998, which establishes target concentrations for Total Nitrogen ("TN") and Total Phosphorus ("TP") and waste load allocations for certain point sources (among other provisions) (the "Nanticoke TMDL").

D. The current NPDES Permit held individually by INVISTA contains water-quality based effluent limitations for TN and TP and the current NPDES Permit held individually by the City contains water quality based effluent limitations for TN and TP, in each case based on the Nanticoke TMDL, that INVISTA and the City are required to meet for their respective treated wastewater discharges;

E. Effective December 29, 2010, the U. S. Environmental Protection Agency ("EPA") established final TMDL (the "Chesapeake Bay TMDL") requirements for TN and TP for the Chesapeake Bay.

F. The NPDES Permits expected to be issued to the City and INVISTA as a result of the current renewal process ("2014 Renewal Permits") are expected to contain discharge limitations for TN and TP.

G. The City's individual allocation of the annual mass loading limit under the Chesapeake Bay TMDL for TP ("City TP Allocation Pre-Trade") for purposes of its 2014 Renewal Permit is expected to be in excess of the level of TP anticipated to be present in its discharge, such that the City anticipates being capable of limiting its TP discharge below the City TP Allocation Pre-Trade so as to generate a TP credit available for water quality trading.

H. INVISTA's individual allocation of the annual mass loading limit under the Chesapeake Bay TMDL for TN ("INVISTA TN Allocation Pre-Trade") for purposes of its 2014 Renewal Permit is expected to be in excess of the level of TN anticipated to be present in its discharge, such that INVISTA anticipates being capable of limiting its TN discharge below the INVISTA TN Allocation Pre-Trade so as to generate a TN credit available for water quality trading.

I. The City and INVISTA have agreed to trade a portion of the City TP Allocation Pre-Trade for a portion of the INVISTA TN Allocation Pre-Trade to ensure that each Party will have operational flexibility and the ability to meet the overall limitations on TP and TN that are expected by the requirements of the Chesapeake Bay TMDL.

J. The trade of Allocations (as defined below) described herein is being made pursuant to section 8.3.3 of the Delaware Water Discharge Regulations (as defined below) and at the initiation of DNREC with the City and INVISTA in early 2013, and the City and INVISTA have been advised by DNREC that DNREC supports the trade of Allocations contemplated by the Parties pursuant to this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1. "2014 Renewal Permits" has the meaning set forth in the Preamble.
- 1.2. "Allocations" means the City TN Allocation Pre-Trade, the City TP Allocation Pre-Trade, the INVISTA TN Allocation Pre-Trade, and the INVISTA TP Allocation Pre-Trade.
- 1.3. "Chesapeake Bay TMDL" has the meaning set forth in the Preamble.
- 1.4. "City" has the meaning set forth in the Preamble.
- 1.5. "City TN Allocation Pre-Trade" means the City's individual allocation of the annual mass loading limit under the Chesapeake Bay TMDL for TN prior to the trade of Allocations described in this Agreement.
- 1.6. "City TP Allocation Pre-Trade" has the meaning set forth in the Preamble.
- 1.7. "Delaware Water Discharge Regulations" means the State of Delaware Regulations Governing the Control of Water Pollution, 7 Del. Admin. Code §§7201-1.0 - 13.0.
- 1.8. "DNREC" has the meaning set forth in the Preamble.
- 1.9. "DNREC Allocation Confirmation" has the meaning set forth in Section 4.1(b)(i).

1.10. “DNREC Approvals” means the DNREC Allocation Confirmation, the DNREC Traded TN Allocation Approval and the DNREC Traded TP Allocation Approval.

1.11. “DNREC Traded TN Allocation Approval” has the meaning set forth in Section 4.1(b)(ii).

1.12. “DNREC Traded TP Allocation Approval” has the meaning set forth in Section 4.1(b)(iii).

1.13. “Effective Date of the Trade” has the meaning set forth in Section 3.3.

1.14. “EPA” has the meaning set forth in the Preamble.

1.15. “Execution Date” has the meaning set forth in the Preamble.

1.16. “First Automatic Permit Extension Period” has the meaning set forth in Section 7.1(a).

1.17. “Governmental Authority” means any governmental authority, regulatory or administrative agency, tribunal or court that at any applicable time regulates or enforces the Delaware Water Discharge Regulations and/or the availability, use and/or trading of the Allocations, including but not limited to DNREC and EPA.

1.18. “INVISTA” has the meaning set forth in the Preamble.

1.19. “INVISTA TN Allocation Pre-Trade” has the meaning set forth in the Preamble.

1.20. “INVISTA TP Allocation Pre-Trade” means INVISTA’s individual allocation of the annual mass loading limit under the Chesapeake Bay TMDL for TP prior to the trade of Allocations described in this Agreement.

1.21. “Material Change” for a Party means an existing or anticipated change in circumstances that may materially change the Party’s ownership or materially increase or decrease the Party’s wastewater load or pollutant concentrations for a period longer than ninety (90) calendar days.

1.22. “Nanticoke TMDL” has the meaning set forth in the Preamble.

1.23. “NPDES” has the meaning set forth in the Preamble.

1.24. “NPDES Permit” has the meaning set forth in the Preamble.

1.25. “Party” and “Parties” have the meaning set forth in the Preamble.

1.26. “Permit Transferee” has the meaning set forth in Section 6.2.

1.27. “Renewal Permit Application” has the meaning set forth in Section 7.1(a).

1.28. “Seaford Plant” has the meaning set forth in the Preamble.

1.29. "Second Automatic Permit Extension Period" has the meaning set forth in Section 7.1(b).

1.30. "Second Renewal Permits" has the meaning set forth in Section 7.1(b).

1.31. "Term" has the meaning set forth in Section 7.1(a).

1.32. "TMDL" has the meaning set forth in the Preamble.

1.33. "TN" has the meaning set forth in the Preamble.

1.34. "TP" has the meaning set forth in the Preamble.

1.35. "Traded TN Allocation" has the meaning set forth in Section 3.1(a).

1.36. "Traded TP Allocation" has the meaning set forth in Section 3.1(b).

2. ALLOCATIONS

2.1. 2014 Renewal Permit Allocations. The Parties acknowledge and agree that:

(a) For purposes of the City's 2014 Renewal Permit, the City TP Allocation Pre-Trade is expected to be Eight Thousand Six Hundred Nineteen (8,619) pounds per year, calculated as a moving 12-month cumulative load, and the City TN Allocation Pre-Trade is expected to be Thirty Four Thousand Two Hundred Fifty Three (34,253) pounds per year, calculated as a moving 12-month cumulative load; and

(b) For purposes of INVISTA's 2014 Renewal Permit, the INVISTA TP Allocation Pre-Trade is expected to be non-detect, defined as less than or equal to 0.1 mg/l net, and the INVISTA TN Allocation Pre-Trade is expected to be One Hundred Seventy One Thousand Eight Hundred Eighteen (171,818) pounds per year, calculated as a moving 12-month cumulative net load.

2.2. Basis for Trade. The Allocations set forth in Section 2.1 that are expected for purposes of the Parties' 2014 Renewal Permits are the basis for the trade set forth in this Agreement.

3. TRADE AND USE OF ALLOCATIONS

3.1. Trade.

(a) The City shall (i) transfer to INVISTA all of the City's authorization and interest under the NPDES program in a total of One Thousand Four Hundred Sixty Pounds (1,460) pounds per year, calculated as a moving 12-month cumulative load, of the City TP Allocation Pre-Trade ("Traded TP Allocation") for use by INVISTA as set forth herein, and (ii) accept a limit for TP in its 2014 Renewal Permit that prohibits the City from discharging the amount of TP specified in the Traded TP Allocation.

(b) INVISTA shall (i) transfer to the City all of INVISTA's authorization and interest in a total of Twenty-Seven Thousand Four Hundred Thirty One (27,431) pounds per year, calculated as a moving 12-month cumulative net load, of the INVISTA TN Allocation Pre-Trade ("Traded TN Allocation") for use by the City as set forth herein, and (ii) accept a limit for TN in its 2014 Renewal Permit that prohibits INVISTA from discharging the amount of TN specified in the Traded TN Allocation.

3.2. Use.

(a) The City shall use the Traded TN Allocation solely to enable DNREC to establish the applicable new TN limits in its 2014 Renewal Permit.

(b) INVISTA shall use the Traded TP Allocation solely to enable DNREC to establish the applicable new TP limits in its 2014 Renewal Permit.

3.3. Effective Date of the Trade. Unless otherwise agreed by the Parties, the effective date of the trade ("Effective Date of the Trade") shall be the date on which the first 2014 Renewal Permit is issued to the City or to INVISTA.

4. DNREC CONFIRMATION AND APPROVAL

4.1. Submissions to DNREC. As soon as practicable after the Execution Date, the Parties shall:

(a) prepare and jointly submit to DNREC the petition and supporting documentation described in section 8.3.3 of the Delaware Water Discharge Regulations; and

(b) jointly request one or more written communications from DNREC:

(i) confirming in material respects the Allocations set forth in Section 2.1 ("DNREC Allocation Confirmation");

(ii) stating that the Traded TN Allocation will be used by DNREC to establish a discharge limit for TN in the City's 2014 Renewal Permit that is no less than Sixty One Thousand Six Hundred Eighty Four (61,684) pounds per year, calculated as a moving 12-month cumulative load (the "DNREC Traded TN Allocation Approval"); and

(iii) stating that the Traded TP Allocation will be used by DNREC to establish a discharge limit for TP in INVISTA's 2014 Renewal Permit that is no less than One Thousand Four Hundred Sixty (1,460) pounds per year, calculated as a moving 12-month cumulative net load (the "DNREC Traded TP Allocation Approval");

4.2. DNREC Response.

(a) Each Party shall provide to the other Party copies of any written communications from DNREC or any other Governmental Authority and will advise the other Party of any oral communications from DNREC or any other Governmental Authority with

respect to the petition submitted and the request made pursuant to Section 4.1, including but not limited to the DNREC Approvals and any communications related to the DNREC Approvals.

(b) Each Party shall use commercially reasonable efforts to respond to any request from DNREC or any other Governmental Authority for further information in response to the request made pursuant to Section 4.1, and to otherwise obtain the DNREC Approvals, and shall provide to the other Party prior to submission copies of all communications to DNREC or any other Governmental Authority with regard to the petition submitted and the request made pursuant to Section 4.1 and the DNREC Approvals, and shall collaborate with each other on all such communications to DNREC or other Governmental Authority.

(c) The Parties acknowledge and agree that any of the DNREC Approvals may be contained in one or both of the respective draft renewal NPDES Permits issued by DNREC for public notice and comment in accordance with applicable law.

5. REPRESENTATIONS AND WARRANTIES

5.1. **The City's Representations and Warranties.** The City makes the following representations and warranties to and for the benefit of INVISTA as of the Execution Date and as of the Effective Date of the Trade:

(a) To its knowledge, the City has sufficient authorization and interest in the City TP Allocation Pre-Trade to enable the City to transfer the Traded TP Allocation to INVISTA, and the City has not traded or entered into any agreement to trade all or any portion of the City TP Allocation Pre-Trade to any person or entity other than INVISTA.

(b) The City has sought from DNREC in connection with its 2014 Renewal Permit the pre-trade Allocations set forth in Section 2.1(a).

(c) This Agreement is the legal, valid and binding obligation of the City and the person signing this Agreement on behalf of the City has authority to sign on behalf of and bind the City.

(d) There is no pending or, to its knowledge, threatened litigation, arbitration or administrative proceeding that materially and adversely affects its ability to perform under this Agreement.

(e) The City has dealt with no broker or agent in connection with this transaction.

5.2. **INVISTA's Representations and Warranties.** INVISTA makes the following representations and warranties to and for the benefit of the City as of the Execution Date and as of the Effective Date of the Trade:

(a) To its knowledge, INVISTA has sufficient authorization and interest in the INVISTA TN Allocation Pre-Trade to enable INVISTA to transfer the Traded TN Allocation to the City, and INVISTA has not traded or entered into any agreement to trade all or any portion of the INVISTA TN Allocation Pre-Trade to any person or entity other than the City.

(b) INVISTA has sought from DNREC in connection with its 2014 Renewal Permit the pre-trade Allocations set forth in Section 2.1(b).

(c) This Agreement is the legal, valid and binding obligation of INVISTA and the person signing this Agreement on behalf of INVISTA has authority to sign on behalf of and bind INVISTA.

(d) There is no pending or, to its knowledge, threatened litigation, arbitration or administrative proceeding that materially and adversely affects its ability to perform under this Agreement.

(e) INVISTA has dealt with no broker or agent in connection with this transaction.

5.3. LIMITATION OF WARRANTIES. ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY HEREUNDER WITH RESPECT TO ANY FUTURE ACTION OR FAILURE TO ACT OR APPROVAL OR FAILURE TO APPROVE BY ANY GOVERNMENTAL AUTHORITY.

6. OTHER COVENANTS AND AGREEMENTS

6.1. Maintenance of Traded TN Allocation and Traded TP Allocation.

(a) The City shall ensure that the full Traded TP Allocation is available for use by INVISTA throughout the Term. In the event the City becomes aware of any action or event that potentially may cause the reduction or loss, totally or partially, of the Traded TP Allocation, the City shall, within three (3) business days of becoming aware of such action or event, notify INVISTA of such action or event.

(b) INVISTA shall ensure that the full Traded TN Allocation is available for use by the City throughout the Term. In the event INVISTA becomes aware of any action or event that potentially may cause the reduction or loss, totally or partially, of the Traded TN Allocation, INVISTA shall, within three (3) business days of becoming aware of such action or event, notify the City of such action or event.

6.2. Transfer of NPDES Permit. Neither Party shall transfer or assign its 2014 Renewal Permit, or any other NPDES Permit issued to such Party that incorporates the trades set forth in this Agreement, to any other person or entity ("Permit Transferee") without (a) providing written notice to the other Party prior to any such transfer or assignment, (b) transferring or assigning to the Permit Transferee, and causing the Permit Transferee to assume, all of such Party's rights and obligations under this Agreement, and (c) providing written notice to DNREC and complying with DNREC's requirements for NPDES Permit transfers.

6.3. Fees and Expenses. Each Party shall be responsible for any and all fees, taxes and expenses incurred by it and arising from the contemplated transactions, including but not limited to attorneys' fees and expenses associated with any disputes, including without limitation any third party disputes regarding any aspect of this Agreement.

6.4. Inconsistency with NPDES Permits. In the event of any inconsistency between this Agreement and an effective NPDES Permit issued to a Party, the provisions of the NPDES Permit will control, except to the extent an NPDES Permit limits or prohibits a Party's ability to terminate this Agreement pursuant to Article 7. The Parties' rights to terminate this Agreement pursuant to Article 7 shall not be eliminated, modified or otherwise affected by the provisions of any NPDES Permit.

7. TERM; TERMINATION; DEFAULT AND REMEDIES

7.1. Term.

(a) Subject to the early termination and extension provisions set forth in this Section 7, the term ("Term") of this Agreement will continue for the full term of the 2014 Renewal Permit that has a later expiration date; provided, that if either Party (or both Parties) has submitted to DNREC (or other authorized Governmental Authority) a complete, timely and valid application ("Renewal Permit Application") to extend or renew its 2014 Renewal Permit in accordance with applicable Delaware Water Discharge Regulations, the Term will automatically continue for the period following expiration of both 2014 Renewal Permits until the date on which DNREC acts on the Renewal Permit Application or Applications filed by a Party or Parties ("First Automatic Permit Extension Period"), at which time the Term will be extended or this Agreement will terminate as provided in Section 7.1(b).

(b) (i) The Term will be extended beyond the First Automatic Permit Extension Period in the event (A) either Party delivers written notice of extension to the other Party no later than one (1) year prior to the expiration date of the 2014 Renewal Permit of the Party seeking the extension, (B) the other Party does not object to such extension by delivering written notice of its objection to the Party seeking the extension, no later than ninety (90) calendar days after receiving notice of the requested extension, and (C) both Parties seek and DNREC issues renewal or extended NPDES Permits ("Second Renewal Permits") to both Parties. The Parties acknowledge and agree that the Term will not be extended beyond the First Automatic Permit Extension Period unless and until DNREC (or other authorized Governmental Authority) issues Second Renewal Permits to both Parties that reflect the terms of this Agreement, and if DNREC does not reflect the terms of this Agreement in the Second Renewal Permits or notifies either or both Parties after the expiration date of the 2014 Renewal Permit that a Second Renewal Permit will not be issued, this Agreement will terminate.

(ii) If all of the events described in Sections 7.1(b)(i)(A), (B) and (C) occur, the Term will be extended until the expiration date of the Second Renewal Permit that has a later expiration date; provided, that if either Party (or both Parties) has submitted to DNREC (or other authorized Governmental Authority) a complete, timely and valid Renewal Permit Application to extend or renew its Second Renewal Permit, the Term will automatically continue for the period following expiration of both Second Renewal Permits until the date on which

DNREC acts on the Renewal Permit Application or Applications filed by a Party or Parties ("Second Automatic Permit Extension Period"), at which time this Agreement shall terminate, unless DNREC (or other authorized Governmental Authority) issues renewal or extended NPDES Permits to both Parties that reflect the terms of this Agreement and the Parties agree in writing to further extend the Term beyond the Second Automatic Permit Extension Period.

(iii) If any of the events described in Sections 7.1(b)(i)(A), (B) and (C) does not occur, the Term will not be extended beyond the First Automatic Permit Extension Period, unless otherwise agreed by the Parties and consented to by DNREC.

7.2. Termination Prior to Effective Date of the Trade.

(a) This Agreement may be terminated prior to the Effective Date of the Trade by either Party upon written notice of termination to the other Party, in the event:

(i) there is a change in the Delaware Water Discharge Regulations or an administrative or legal decision or opinion by any Governmental Authority, including but not limited to any change, decision or opinion resulting from a third party challenge, in each case that materially and adversely affects the City's ability to acquire, hold and use the Traded TN Allocation or INVISTA's ability to acquire, hold and use the Traded TP Allocation as set forth in this Agreement;

(ii) the DNREC Allocation Confirmation is not received by December 31, 2014; or

(iii) there is a material breach of this Agreement by the other Party; and

(A) where such breach is capable of remedy, the other Party fails to remedy the same within thirty (30) calendar days of a written notice from the Party specifying the breach; or

(B) if the breach is not capable of remedy, the Party specifying the breach provides thirty (30) calendar days' prior written notice to the other Party.

(b) This Agreement may be terminated prior to the Effective Date of the Trade by the City upon written notice of termination to INVISTA, in the event:

(i) the City is advised by DNREC or otherwise has a reasonable basis for determining that the City TN Allocation Pre-Trade is materially different than the amount set forth in Section 2.1(a) or the City TP Allocation Pre-Trade is materially less than the amount set forth in Section 2.1(a); or

(ii) the City is advised by DNREC or otherwise has a reasonable basis for determining that DNREC will not issue the TN Allocation Trade Approval.

(c) This Agreement may be terminated prior to the Effective Date of the Trade by INVISTA upon written notice of termination to the City, in the event:

(i) INVISTA is advised by DNREC or otherwise has a reasonable basis for determining that the INVISTA TP Allocation Pre-Trade is materially different than the amount set forth in Section 2.1(b) or the INVISTA TN Allocation Pre-Trade is materially less than the amount set forth in Section 2.1(b); or

(ii) INVISTA is advised by DNREC or otherwise has a reasonable basis for determining that DNREC will not issue the TP Allocation Trade Approval.

(d) This Agreement shall be terminated automatically if the Effective Date of the Trade has not occurred by June 30, 2015.

(e) A Party seeking termination under this Section 7.2 shall include with its notice of termination to the other Party a written description of the facts and circumstances providing the basis for any such termination.

7.3. Termination After Effective Date of the Trade. This Agreement may be terminated after the Effective Date of the Trade, prior to the end of the Term, by either Party as follows:

(a) immediately upon written notice of termination to the other Party and DNREC, in the event either Party chooses, in its sole discretion, to terminate the Agreement within the first sixty (60) days after the Effective Date of the Trade;

(b) thirty (30) calendar days after written notice of termination to the other Party and DNREC, in the event there is a change in the Delaware Water Discharge Regulations or an administrative or legal decision or opinion by any Governmental Authority, including but not limited to any change, decision or opinion resulting from a third party challenge, in each case that materially and adversely affects the City's ability to acquire, hold and use the Traded TN Allocation or INVISTA's ability to acquire, hold and use the Traded TP Allocation as set forth in this Agreement, including but not limited to a material reduction in the Traded TN Allocation or the Traded TP Allocation;

(c) one (1) year after written notice of termination to the other Party and DNREC, in the event there is a Material Change for a Party, as determined by the Party; or

(d) thirty (30) calendar days after written notice of termination to the other Party and DNREC, in the event there is a material breach of this Agreement by the other Party that occurs or is discovered after the Effective Date of the Trade; and

(i) where such breach is capable of remedy, the other Party fails to remedy the same within thirty (30) calendar days of a written notice from the Party specifying the breach; or

(ii) if the breach is not capable of remedy, the Party specifying the breach provides thirty (30) calendar days' prior written notice to the other Party.

A Party seeking termination under Section 7.3(b), (c) or (d) shall include with its notice of termination to the other Party a written description of the facts and circumstances providing the

basis for any such termination.

7.4. Effect of Termination.

(a) Upon the termination of this Agreement prior to the Effective Date of the Trade, neither Party shall have any liability to the other Party unless the Agreement is terminated by one Party due to the breach by the other Party, in which case Section 7.5 shall apply.

(b) Upon the termination of this Agreement after the Effective Date of the Trade:

(i) the Traded TP Allocation shall automatically be transferred to the City by INVISTA and available for use by the City in any manner allowed by the Delaware Water Discharge Regulations or other applicable legal requirements;

(ii) the Traded TN Allocation shall automatically be transferred to INVISTA by the City and available for use by INVISTA in any manner allowed by the Delaware Water Discharge Regulations or other applicable legal requirements;

(iii) if needed, each Party shall take all steps necessary to obtain a modification of its 2014 Renewal Permit or other relevant NPDES Permit to reflect the transfer of the Traded TP Allocation back to the City and the transfer of the Traded TN Allocation back to INVISTA; and

(iv) neither Party shall have any liability to the other Party unless the Agreement is terminated by one Party due to the breach by the other Party, in which case Section 7.5 shall apply.

7.5. Defaults and Remedies. In the event of any default by a Party under this Agreement, the non-defaulting Party's only recourse shall be termination of the Agreement and/or a claim for breach of contract, and any damages sought or recovered as a result of such a claim shall be subject to the limitation of liability set forth in Section 7.6.

7.6. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST EARNINGS, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER OR NOT BASED UPON A PARTY'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, BY STATUTE, IN TORT, CONTRACT OR OTHERWISE, AND NO PARTY WILL BE REQUIRED TO PAY OR BE LIABLE FOR CONSEQUENTIAL DAMAGES.

7.7. Survival. The provisions of Sections 1, 2, 5.3, 6.3, 7.4, 7.5, 7.6, 7.7 and 8 shall survive any termination of this Agreement. The representations and warranties set forth in Sections 5.1 and 5.2 shall survive the Effective Date of the Trade for the full Term of this Agreement.

8. MISCELLANEOUS

8.1. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission of electronic copies of any signed original agreement will be deemed the same as delivery of an original. At the request of either Party, the Parties will confirm electronic copies of any signed original document by signing and delivering a duplicate original document.

8.2. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally by hand or by overnight courier (with written confirmation of receipt) to the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

(a) If to the City, to:

City of Seaford, Delaware
414 High Street
Seaford, Delaware 19973
Attn: City Manager

(b) If to INVISTA, to:

INVISTA S.à r.l.– Seaford Plant
25876 DuPont Road
Seaford, Delaware 19973
Attn: Environmental Manager

With a copy to:

INVISTA S.à r.l.
175 Townpark Drive NW, Suite 200
Kennesaw, Georgia 30144
Attn: Chief Counsel – PS&M

8.3. Entirety. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements or understandings between the Parties. The Parties have voluntarily agreed to define their rights, liabilities and obligations respecting the transactions contemplated hereby in contract pursuant to the express terms and provisions of this Agreement and the Parties expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Agreement. Furthermore, the Parties each hereby acknowledge that this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations.

8.4. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the laws of the State of Delaware or any other jurisdiction that would call for the application of the substantive laws of any jurisdiction other than Delaware.

(b) The appropriate, exclusive and convenient forum for any disputes between any of the Parties hereto arising out of or related to this Agreement or the transactions contemplated hereby shall be any state or federal Court in the State of Delaware. Each of the

Parties hereto irrevocably submits to the jurisdiction of such courts solely in respect of any disputes arising out of or related to this Agreement or the transactions contemplated hereby.

(c) THE PARTIES HERETO AGREE THAT THEY HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY DISPUTES BETWEEN ANY OF THE PARTIES HERETO ARISING OUT OF ALL RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8.5. Amendments; Waiver. This Agreement may be amended, supplemented or modified in whole or in part if, but only if, such amendment, supplement or modification is in writing and is signed by each Party and specific reference to this Agreement is made. Any amendment, supplement or modification to this Agreement also is subject to the consent of DNREC. Any provision of this Agreement may be waived if, but only if, such waiver is in writing and is signed by the Party or Parties against whom enforcement of any such waiver is sought and specific reference to this Agreement is made. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

8.6. Interpretation. The section titles in this Agreement are only for purposes of convenience and do not form a part of this Agreement and will not be taken to qualify, explain, or affect any provision thereof.

8.7. Assignment. No assignment of this Agreement or of any rights or obligations hereunder may be made by the City or INVISTA, directly or indirectly (by operation of law or otherwise), without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld, conditioned or delayed, and any attempted assignment without the required consent shall be null and void and without any legal effect; provided, however, that either Party may assign its rights or obligations hereunder pursuant to Section 6.2 without the consent of the other Party.

8.8. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible.

8.9. Third Party Beneficiaries. Nothing expressed or implied in this Agreement shall create or be deemed to create any third party beneficiary rights in any person not a party to this Agreement.

* * * * *

IN WITNESS WHEREOF this Nitrogen-Phosphorus Trading Agreement has been duly executed and delivered by each Party as of the date first above written.

CITY OF SEAFORD, DELAWARE

By: David C. Genshaw

Name: David C. Genshaw

Title: Mayor

By: Dolores J. Slatcher

Name: Dolores J. Slatcher

Title: Attest; Secretary of Council

INVISTA S.À R.L.

By: _____

Name: Willie V. Scott

Title: Sr. V.P. Operations, PS&M

* * * * *

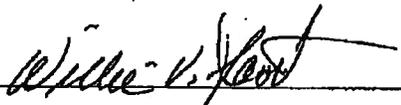
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Name: David C. Genshaw
Title: Mayor

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INVISTA S.À R.L.

By: 
Name: Willie V. Scott
Title: Sr. V.P. Operations, PS&M