

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
February 23, 2016
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.
 - Changes to agenda for this meeting.
 - Executive Session - Personnel
 - Approval of minutes of the Regular Council meeting of February 9, 2016.

CORRESPONDENCE:

- 1.

7:05 P.M. PUBLIC HEARING:

1. **Case # S-05-16:** City of Seaford, property owners of a lot identified as Tax Map and Parcel 431-5.00-208, located between N. Market St and N. Front Street are seeking to subdivide 4500 sq. ft. from the larger parcel; the newly created parcel will front on N. Market Street. The property is zoned C-3 Riverfront Enterprise Zone.
2. **Case #S-06-16:** FRE Investments, property owners of a lot identified as Tax Map and Parcel 331-5.14-12 located on the SE corner of N. Pine St. Ext. and Virginia Ave, propose to subdivide the lot into three (3) lots in conformance with the requirements of the R-2 Medium Density Residential District.

NEW BUSINESS:

1. Bids - new truck for the Code Department.
2. Bids - Solar Array at Utility Building for Wastewater Treatment Plant electric offset.
3. Present for approval the Construction Administration services with Pennoni Engineering for the solar array project to be constructed at the Utility Building.

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NEW BUSINESS (CONTINUED):

4. Present for approval the Environmental Attribute Purchase Agreement with the Delaware Municipal Electric Corporation, Inc.
5. Bids - Maintenance Bids 2016
6. Bids - High Street Maintenance Bids 2016.
7. Present request from E&D Holdings II, LLC to purchase the +/- 1 acre parcel south of their lands in the Seaford Industrial Park.

OLD BUSINESS:

1. Real estate property tax appeals hearing has been set for Tuesday, March 8, 2016 between the hours of 7 p.m. and 8 p.m.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Delaware of Local Governments, Duncan Center Dover, February 25th at 6:30 p.m.
2. SCAT dinner, Bear Trap Dunes, Ocean View, March 2nd at 6 p.m.

CITY OF SEAFORD

Municipal Election - April 16, 2016

The City of Seaford Municipal Election will be held on Saturday, April 16, 2016 in the City Council Chambers, City Hall, 414 High Street, between the hours of 7:00 a.m. E.S.T. and 3:00 p.m. E.S.

One (1) Mayor will be elected for a (2) year term

One (1) Council Member will be elected for a (3) year term

All candidates must have filed by 5:00 p.m., E.S.T., February 26, 2016. Any candidate who withdraws his/her name must do so in writing. Any candidate who withdraws his/her name after 5:00 p.m.,

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E.S.T., February 26, 2016 will still appear on the official ballot for election.

Anyone eighteen (18) years of age or older who is a bona fide resident to be eligible to vote, **must have been registered at the Seaford City Hall by 5:00 p.m., E.S.T., March 25, 2016.** A nonresident property owner to be eligible to vote must be owner of record for a period of six (6) months immediately preceding the date of the Annual Municipal Election (October 16, 2015) and shall have one vote **provided he or she is registered on the "Books of Registered Voters maintained at the City Hall. Registration hours are Monday through Friday, 8 a.m. until 5 p.m. or by appointment if you cannot register during these normal business hours.**

The City of Seaford has independent registration procedures for the Annual Municipal Election. To vote, you must meet the eligibility requirements and be registered on the "Books of Registered Voters" maintained at City Hall.

A person shall be required to register only one time. You are urged to check your registration if you did not vote in the last municipal election. If you have moved out of the City after your original registration, you will need to check your registry to assure you are an eligible voter.

All voters will need to show proof of residency which may be a State of Delaware driver's license, a State of Delaware identification card, a federal or state tax return with address, a City of Seaford utility bill or real estate property tax bill, or other acceptable proof of residency or ownership.

Note: To date Mayor Genshaw has filed for re-election and Councilwoman Phillips-Lowe has filed for re-election. No other candidates have filed as of Tuesday, February 16, 2016 at 4:15 p.m.

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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**

Mayor Genshaw solicits a motion to hold an Executive Session for the purpose of discussing personnel.

Executive Session

1. Personnel

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. S1004 (e) (3))



NB #1
2-23-16

CITY OF SEAFORD CODE DEPARTMENT MEMORANDUM

To: Dolores Slatcher, City Manager From: Josh Littleton, Building Official

Re: Code Pickup Truck Bid Date: 2/15/2016
Recommendation

CC: Charles Anderson, Asst. City Manager

Urgent For Review Please Comment Please Reply

Dolores,

I'm recommending that we accept the Bid for the "2016, ½ Ton, Two Wheel Drive Pickup" from the apparent low bidder, Hertrich Fleet., and also accept the trade-in offer on the Parks Dept.'s 1998 Ford F-150, for the final price of **\$18,623.00**.

<i>Bidder</i>	<i>New Truck</i>	<i>Trade Allowance</i>	<i>Final price with Trade</i>
Hertrich Fleet	\$19,523.00	\$900.00	\$18,623.00
I.G. Burton	\$21,251.00	\$200.00	\$21,051.00

Thank You,
Joshua E. Littleton
Building Official

FY16 Budget - \$28,000

NB H Z
2.23.14

MEMORANDUM

TO: Mayor & Council

CC: Dolores Slatcher, City Manager

FR: Charles Anderson, Assistant City Manager



RE: Solar Array Project

DT: 2/19/16

Attached please find the cost and revenue projections for the solar project that Rick Garner, Electrical Engineer prepared. The array output, cost and financing assumptions were based on the low bid from Solair LLC. Based on the assumptions and financial analysis it is apparent that the alternate bid design capacity of 643 kW AC yields the best return on investment for the City.

The Delaware Water Pollution Control Revolving Fund has agreed to provide the City with a loan amount for the project of \$1,658,300 for a twenty year term at 2% interest. In addition, the City will receive a \$500,000 principal forgiveness for the project.

Based on Solair LLC's submitted alternate bid price of \$1,584,837, the City supplied transformer cost of \$15,000 (this cost is fundable thru the loan proceeds) and the construction administration cost for the project engineer of \$15,000. All of the project cost will be covered by the loan proceeds with a remaining \$43,463 (2.6%) project contingency.

If you have any questions, contact me.

Solair Alternate Bid Pro-Forma

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 - 10	Year 11 - 20	20 Yr Totals
Size of Project (kW DC)	688							
Loan Amount	1,158,300							
Debt Interest Rate - 20 yr term	2.00%							
Expense Escalation Rate	2.00%							
			Starting Annual kWh AC					
			Current Electricity Pricing (\$/kWh)					
			Electricity Pricing Escalation (%/yr)					
			Current SREC Pricing (\$/MWh)					
			SREC Pricing Escalation (%/yr)					
Electrical Production (kWh)	891,942	887,482	883,045	878,630	874,237	4,306,050	8,294,998	17,016,384
Peak Capacity (kW AC)	643	624	620	617	614	604	580	
Electricity Pricing (\$/kWh)	0.102	0.102	0.102	0.103	0.105	0.109	0.121	
SREC Pricing (\$/MWh)	110	110	110	110	110	110	110	
Utility Revenue	90,978	90,523	90,071	90,839	91,614	469,930	1,001,921	1,925,875
SREC Revenue	98,114	97,623	97,135	96,649	96,166	473,666	912,450	1,871,802
Total Revenue (\$)	189,092	188,146	187,206	187,488	187,780	943,595	1,914,370	3,797,677
Operations & Maintenance	0	0	0	0	0	34,474	80,086	114,560
Insurance	5,000	5,100	5,202	5,306	5,412	28,728	66,738	121,486
Site Maintenance	5,000	5,100	5,202	5,306	5,412	28,728	66,738	121,486
Administration	2,000	2,040	2,081	2,122	2,165	11,491	26,695	48,594
End of Life Expenses	0	0	0	0	0	0	43,000	43,000
Total Expenses (\$)	12,000	12,240	12,485	12,734	12,989	103,421	283,257	449,126
Total Value pre Debt (\$)	177,092	175,906	174,721	174,754	174,791	840,174	1,631,113	3,348,551
Debt Payments	70,553	70,553	70,553	70,553	70,553	352,765	705,530	1,411,060
Total Value (\$)	106,539	105,353	104,166	104,201	104,238	487,409	925,583	1,937,491
20 Year Income	3,797,677						20 year production kWh	17,016,384
20 Year Expenses	449,126							
20 Year Debt Payment	1,411,060							
20 Year Value (\$)	1,937,491							

Solar Base Bid Pro-Forma

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 - 10	Year 11 - 20	20 Yr Totals
Size of Project (kW DC)	533							
Loan Amount	1,158,300							
Debt Interest Rate - 20 yr term	2.00%							
Expense Escalation Rate	2.00%							
			Starting Annual kWh AC					
			Current Electricity Pricing (\$/kWh)					
			Electricity Pricing Escalation (%/yr)					
			Current SREC Pricing (\$/MWh)					
			SREC Pricing Escalation (%/yr)					
Electrical Production (kWh)	690,648	687,195	683,759	680,340	676,938	3,334,258	6,422,978	13,176,116
Peak Capacity (kW AC)	511	496	493	491	488	480	461	
Electricity Pricing (\$/kWh)	0.102	0.102	0.102	0.103	0.105	0.109	0.121	
SREC Pricing (\$/MWh)	110	110	110	110	110	110	110	
Utility Revenue	70,446	70,094	69,743	70,338	70,939	363,876	775,807	1,491,242
SREC Revenue	75,971	75,591	75,213	74,837	74,463	366,768	706,528	1,449,373
Total Revenue (\$)	146,417	145,685	144,957	145,176	145,402	730,644	1,482,334	2,940,615
Operations & Maintenance	0	0	0	0	0	0	0	
Insurance	5,000	5,100	5,202	5,306	5,412	28,728	66,738	114,560
Site Maintenance	5,000	5,100	5,202	5,306	5,412	28,728	66,738	121,486
Administration	2,000	2,040	2,081	2,122	2,165	11,491	26,695	48,594
End of Life Expenses	0	0	0	0	0	0	43,000	43,000
Total Expenses (\$)	12,000	12,240	12,485	12,734	12,989	103,421	283,257	449,126
Total Value pre Debt (\$)	134,417	133,445	132,472	132,442	132,413	627,223	1,199,077	2,491,489
Debt Payments	70,553	70,553	70,553	70,553	70,553	352,765	705,530	1,411,060
Total Value (\$)	63,864	62,892	61,919	61,889	61,860	274,458	493,547	1,080,429
20 Year Income	2,940,615							
20 Year Expenses	449,126							
20 Year Debt Payment	1,411,060							
20 Year Value (\$)	1,080,429							
						20 year production kWh	13,176,116	



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES &
ENVIRONMENTAL CONTROL
OFFICE OF THE SECRETARY
5 E. REED STREET, SUITE 200
DOVER, DELAWARE 19901

FINANCIAL ASSISTANCE BRANCH

TELEPHONE: (302) 739-9941
FAX: (302) 739-2137

N.B. 6
3/10/15

February 26, 2015

Ms. Dolores J. Slatcher
City Manager
City of Seaford
414 High Street
Seaford, DE 19973

RE: Delaware Water Pollution Control Revolving Funding, Binding Commitment Offer,
City of Seaford's Solar Array Project

Dear Ms. Slatcher:

On behalf of the Delaware Water Pollution Control Revolving Fund, ("Fund"), the Delaware Department of Natural Resources and Environmental Control ("Department") is pleased to advise you that a Loan ("Loan") has been authorized from the Fund to the City of Seaford ("Borrower") in the amount of \$1,658,300 for a term of twenty (20) years. The Loan will primarily be used for the construction costs associated with the Borrower's approved Solar Array Project ("Project").

The interest rate for the Loan shall be 2.0%. Construction interest shall be paid semi-annually during construction. Upon project completion \$500,000 of the outstanding loan principal shall be forgiven. After the project has been completed, the remaining estimated loan principal balance (\$1,158,000) shall be paid in level principal and interest payments semi-annually in an amount sufficient to amortize the loan balance over the 20 year term.

The loan shall be secured by a General Obligation Bond with the full faith and credit of the Borrower. The Borrower must, if applicable, provide the Fund with evidence that other funds and/or financing are in place for the Project costs not funded with the proceeds of the Loan, prior to loan closing. All legal costs, incurred by the Fund, associated with loan closing shall be borne by the Borrower and will become a part of the loan proceeds. The Fund reserves the right to withdraw or alter the terms of this commitment if, between the date of the Borrower's loan application and the date of loan closing, the Borrower incurs any debt or its financial condition changes in any way deemed material by the Fund at its sole discretion. Loan closing and the disbursement of funds shall remain subject to the satisfaction of any condition established by the Fund.

The Borrower shall comply in all respects with all applicable Fund project requirements and reporting, federal laws, regulations and other requirements related to or arising out of, or in connection with the Project and funding by the Fund. The Borrower

Delaware's Good Nature Depends on You!

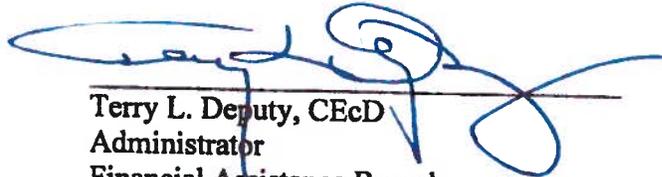
Ms. Dolores J. Slatcher
City Manager
City of Seaford
February 26, 2015
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shall also comply in all respects with the Federal Single Audit Act and OMB Circular A-133, as a sub-recipient of Federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for the Fund is 66.458. Where noncompliance of such requirements is determined by the Fund or the Department, the issue shall be referred to the proper federal authority and/or agency for consultation and/or enforcement action.

If you have any questions concerning the foregoing, please contact this office at (302) 739-9941. If you concur with the terms and conditions herein stated, please acknowledge your acceptance by signing below and returning the original to this office no later than March 27, 2015.

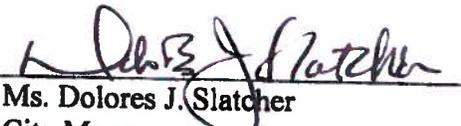
If Loan closing shall not have occurred within 120 days of receipt of this letter, the Fund reserves the right to discontinue processing the Borrower's application.

Sincerely,
FOR THE DELAWARE WATER POLLUTION
CONTROL REVOLVING FUND



Terry L. Deputy, CECD
Administrator
Financial Assistance Branch
Office of the Secretary

The foregoing terms and conditions are hereby acknowledged and accepted this 20th day of March, 2015.

By: 
Ms. Dolores J. Slatcher
City Manager
City of Seaford

(SEAL OF THE CITY)

cc: Robert J. Zimmerman, DNREC

February 19, 2016

NB#2
2-23-16

SEAF 1301

City Council
City of Seaford
414 High Street
Seaford, DE 19973

**Re: Award Recommendation
City of Seaford Solar Facility**

Dear Council Members:

We have tabulated the bids received on February 10, 2016 for the above referenced contract. The bid tabulation is attached.

As reflected in the bid tabulation, the low bidder is Solair LLC located in Millsboro, Delaware, who submitted a Total Base Bid of \$1,248,502 and an Alternate Bid of \$1,584,837. Solair LLC is the low bidder for any combination of the Base Bid and or the Alternate Bid.

We found the low bidder's submitted proposal to be complete in all respects, and we confirmed their experience on similar projects. Therefore, we recommend Solair LLC be awarded the contract.

The Council will need to determine which Bid to award either the Base or Alternate Bid. Subject to availability of funding, we recommend the award be made for the Alternate Bid. The recommended award amount is therefore \$1,584,837.

Attached are one copy of Solair LLC's original bid forms and a copy of their Bid Bond. We will return the original Bid Bond to the contractor upon execution of the contract.

Sincerely,

PENNONI ASSOCIATES INC.



Brian G. Turner, EI
Project Engineer

Enclosures: Bid Tabulation
Bid Bond

cc: Dolores Slatcher, City of Seaford City Manager
Charles Anderson, City of Seaford Assistant City Manager

**City of Seaford
Bid Tabulation Sheet**

For

City of Seaford Solar Facility

Bid Closing Date/Time: 02/10/2016, 2:00 PM

Contractor Name:	Base Bid:	Alternate Bid:
Solair LLC	\$1,248,502	\$1,584,837
Ray Angelini, Inc.	\$1,748,736	No Bid
Lucent Energy Management, Inc.	\$2,864,527	\$3,325,378

Signed:


02/19/2016

DOCUMENT 004313 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned Solair, LLC as

Principal, and United States Surety Company as Surety, are

Hereby held and firmly bound unto the City of Seaford, as OWNER, the penal sum of Five Percent of Bid (\$ 5% of Bid)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this 10 day of February 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Seaford a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Installation of the **City of Seaford Solar Facility**.

NOW, THEREFORE,

If said BID shall be rejected, or

If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the owner may accept such BID; and said Surety does hereby waive notice of any extension.

In WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. Surety executing Bonds shall be a licensed agent in the State of Delaware.
Solair, LLC

Principal (L.S.)

United States Surety Company
Surety

By: 

Courtney Judge, Attorney-In-Fact

IMPORTANT -- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF DOCUMENT 004110

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Douglas Dixon, Laura Scholze, Thomas Whipple, Brian S. McCoog, Courtney Judge

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By: [Signature]
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 10 day of February, 2016.

Corporate Seals



Bond No. Bid
Agency No. 8233

[Signature]
Michael Chalekson, Assistant Secretary

February 19, 2016

File No. SEAF1301

Mr. Charles Anderson, Assistant City Manager
City of Seaford
P.O. Box 1100
Seaford, DE 19973

NB # 3
2-23-16

**RE: Request for Proposal
City of Seaford Solar Construction Services**

Dear Mr. Anderson:

Pennoni is pleased to submit this proposal to provide professional engineering services for the Seaford Solar Project. Our scope of services, further defined herein, is for consulting engineering services to assist the City of Seaford with contractor oversight and construction administration services. Pennoni will provide the following scope of work on a time and materials basis:

SCOPE OF SERVICES

Pennoni will provide the following professional services:

1. Assist the City Manager with preparation and execution of the construction contract.
2. Attend the Pre-construction Conference and two progress meetings.
3. Review and respond to shop drawing submittals and design information provided by the contractor. Limited to two rounds of shop drawing submittals.
4. Review requested change orders and prepare change order documents.
5. Perform site visits during construction to provide QC and contractor oversight, limited to 4 total visits not including progress meetings.
6. Attend the final inspection and assist with preparation of a punch list.
7. Issue a project certification to Delaware State Revolving Fund upon completion and acceptance by the City.
8. Preparation of Record (as-built) drawings based on the contractors "red-line" documents.
9. Response to questions and miscellaneous consultation, as requested by the City.

FEE

T&M Fee:\$15,000.00

Additional requested services will be billed in addition to the above fees.

Rate Schedule:

Principal Engineer	\$150.00/hour
Senior Engineer	\$130.00/hour
Project Engineer.....	\$120.00/hour
Staff Engineer.....	\$115.00/hour
Associate Engineer	\$90.00/hour
Senior Engineering Technician	\$75.00/hour
Construction Inspector.....	\$75.00/hour
Engineering Technician	\$65.00/hour
Senior Designer	\$65.00/hour
Designer/CADD	\$60.00/hour
Clerical.....	\$55.00/hour
2-Man Survey Crew.....	\$150.00/hour

Reimbursable Expenses

Extraordinary expenses identifiable to the specific project will be billed in addition to the above stated fee. Reproduction of multiple sets of drawings and/or specifications for submissions and Client and project team use and overnight mail are considered reimbursable expenses and will be billed accordingly. We do not bill for such items as small amounts of in-house printing and normal mailing expenses. In addition, all application fees, review fees, etc., associated with this project will be provided by the owner.

BILLING AND PAYMENT

An invoice for completed professional services will be presented for payment on a monthly basis. Invoices are due upon receipt. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement.

SPECIAL CONDITIONS

Application fees for permits and reviews are to be paid by the applicant unless noted otherwise above, and are, therefore, not included in our fee.

Pennoni Associates Inc. does not guarantee approvals as these are often subject to circumstances beyond our control. Our fees are due and payable regardless of ultimate approval.

This proposal is for providing the specific services described within the Scope of Services. Any services provided by Pennoni Associates Inc. for this project which are not specifically included in the above Scope of Services are additional services and will be billed as such in addition to the above-stated fees.

Revisions that are a result of the personal preference of the client or of the individual reviewers for the City, along with additional meetings and "permit assistance", will be billed as additional services on an hourly basis. Please be advised that it is prudent to budget some monies for this item.

Except/unless specifically included above, engineering and documentation of off-site facilities are not

included in the scope and fees listed above. As/if the need for these services becomes necessary, we will provide a separate proposal for the required effort.

Owner shall be responsible for providing safe access to the site and site utilities. Confined space entry and permit required activities shall be considered beyond the scope of services. The Owner shall notify Pennoni where any special hazards exist.

Pennoni shall not, during site visits or as a result of observations of Contractor(s) work in progress, supervise, direct or have control over Contractor(s) work, nor shall Pennoni have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incidental to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work.

Thank you for affording us the opportunity to work with you on this project. If you have any questions, please feel free to call us.

Sincerely,

PENNONI ASSOCIATES INC.



Mark H. Davidson
Associate Vice President



Brian G. Turner, EI
Project Engineer

Attachments

Please indicate your acceptance of this proposal by signing and returning a copy as our authorization to proceed. In signing this proposal, the Client authorizes Pennoni to complete the professional services outlined in this proposal.

Accepted By:

(Authorized Representative of the Client)

(Print Name & Title)

(Date)

Agenda
2/23/16
NB →

ENVIRONMENTAL ATTRIBUTE PURCHASE AGREEMENT

BETWEEN

CITY OF SEAFORD

AND

DELAWARE MUNICIPAL ELECTRIC CORPORATION, INC.

- [Insert Date]

**ENVIRONMENTAL ATTRIBUTE PURCHASE AGREEMENT
BETWEEN
CITY OF SEAFORD
AND
DELAWARE MUNICIPAL ELECTRIC CORPORATION, INC.**

This Environmental Attribute Purchase Agreement (“Agreement”) is made as of the 1st day of [Insert Date], by and between the **City of Seaford** (“Seller”), and **Delaware Municipal Electric Corporation, Inc.** (“Buyer”), a Delaware corporation with a principal place of business in Smyrna, Delaware, with Seller and Buyer each a “Party” and collectively the “Parties”.

WHEREAS, City of Seaford (“Seaford”) owns a solar park, approximately ### kW DC, located adjacent to the City Utility Building at 8000 Herring Run Road in Seaford, Delaware (the “Facility”) and the Facility produces certain environmental attributes (the “Environmental Attributes”) including but not limited to PJM Generation Attribute Tracking System (“GATS”) certified Solar Renewable Energy Certificates (“SRECs”). For purposes of this Agreement, Environmental Attributes shall not include energy or capacity produced by the Facility or any federal, state or local tax benefits (tax credits, depreciation, deductions, exemptions or otherwise) arising from the ownership or operation of the Facility.

WHEREAS, the City of Seaford has the sole authority to sell all the Environmental Attributes that it has from the Facility.

WHEREAS, the Seller desires to sell and transfer to Buyer any and all Environmental Attributes generated by the Facility as of commercial commissioning date and continuing for the Term of this Agreement and Buyer desires to buy the same from Seller.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

1. **Contract Term.** This Agreement governs the purchase of Environmental Attributes generated by the Facility for a term of 20 years from commercial commissioning date (the “Term”), unless extended as provided hereunder or earlier terminated in accordance with the provisions hereof. Subject to mutual agreement of the parties, the Term of this Agreement may be extended upon sixty (60) day advanced written notice by Seller indicating willingness to extend the term.

2. **Production of Environmental Attributes.** Buyer acknowledges that the Facility was created for municipal solar purposes and that the Seller has an interest in delivering a minimum number of kilowatt-hours and Environmental Attributes annually. If operation of the Facility is permanently discontinued, Seller may terminate this Agreement without liability upon sixty (60) day advance notification to Buyer. Buyer has the right to terminate the contract without liability upon sixty (60) day advance notice to the Seller if the Facility fails to produce twenty-five percent (25%) of the expected SRECs in any full calendar year. The reduction of facility output shall not be due to equipment failure, mechanical failure or an Act of God beyond the Sellers control over the Term. Buyer expects Seller to maintain the Facility in a manner that will produce expected and normal output for the approximately ### kW (DC) photovoltaic system over the Term.

3. **Exclusive Rights.** Seller acknowledges and agrees that the transfer of any and all Environmental Attributes pursuant hereto shall convey to Buyer the exclusive right to such Environmental Attributes, including the right to register, hold and manage such Environmental Attributes and any and all rights, claims and benefits to any such Environmental Attributes that may arise in the future. Any financial or other compensation received by Buyer from its disposition of such Environmental Attributes shall inure solely to the benefit of Buyer.

4. **Transfers.** Within thirty (30) days following the end of each quarter, Seller shall effectuate the transfer of Environmental Attributes pursuant to this Agreement by registering and transferring such Environmental Attributes to Buyer's GATS account for said quarter. Seller and Buyer shall execute all documents and instruments necessary to effect the transfer of such Environmental Attributes to Buyer or its respective designees, including compliance with all applicable laws and regulations.

5. **Environmental Attribute Payments.** In accordance with Paragraph 6, Buyer shall pay Seller a quarterly payment equal to the Payment Rate times the number of SRECs actually transferred to Buyer's GATS account. The Payment Rate for SRECs confirmed in Buyer's GATS account shall be \$110.00 per SREC.

Buyer shall not be obligated to pay the Payment Rate based on any Environmental Attributes that are not transferred to Buyer. The following defines the quarterly schedule for SREC payments and transfers:

Quarter	Period
Quarter 1	Jan 1 to Mar 31
Quarter 2	April 1 to June 30
Quarter 3	July 1 to Sept 30
Quarter 4	Oct 1 to Dec 31

6. **Invoices and Payment.** Within forty-five (45) days following the end of each quarter, Seller shall prepare an invoice, in the form of attachment A, detailing quarterly SREC production figures from Seller and the associated SRECs transferred to Buyer's GATS account. Buyer shall pay Seller such invoiced amounts within ten (10) Business Days of receipt of said invoice. For purposes of this Agreement, a Business day shall be any week day that is not a Federal Reserve Board designated holiday.

7. **Breach of Agreement for Non-Payment.** If Buyer fails to pay an undisputed invoice by the due date and such invoice remains unpaid for five (5) Business Days after Buyer receives a late payment notice from Seller, then Seller may terminate this Agreement and pursue remedies to recover damages.

8. **Assignment.** Neither Party to this Agreement may assign its interest in this Agreement without the consent of the other Party hereto. Consent is not to be unreasonably withheld, delayed or conditioned. If the Seller assigns this Agreement to any party to which the Facility is assigned and the party assumes the obligations of the Seller hereunder as the assignee, the assignor shall be released from any further obligation hereunder. If the Buyer assigns this Agreement to any party and the party assumes the obligations of the Buyer hereunder as the assignee, the assignor shall be released from any further obligation hereunder.

9. **Successors and Assigns.** The rights, powers and remedies of each Party shall inure to the benefit of such Party and its successors and permitted assigns.

10. **Notices.** Any written notice, direction, instruction, request or other communication required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be delivered to the Party to whom notice is to be given; (i) by facsimile (confirmed by telephone); (ii) by email (confirmed by telephone); (iii) by a recognized overnight delivery service with signature required; or (iv) by first class registered or certified mail, return receipt requested, postage prepaid, and addressed to the addressee at the address stated opposite its name below, or at the most recent address specified by written notice given to the other Party in the manner provided in this Section.

For Buyer:

Delaware Municipal Electric Corporation (DEMEC)
Attn.: President & CEO
22 Artisan Drive (PO Box 310)
Smyrna, DE 19977
Telephone: (302) 653-2733

For Seller:

City of Seaford
Attn.: City Manager
414 High Street
Seaford, DE 19973
Telephone: (302) 629-9173

11. **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous oral and prior written agreements.

12. **Amendments to Agreement.** This Agreement shall not be amended, modified or supplemented except in a writing executed by both Parties at the time of such amendment, modification or supplement.

13. **Waivers.** No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party granting such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing and shall not constitute a waiver of any such provision in the future unless specifically stated in such waiver. Failure by a Party to insist upon full and prompt performance of any provision of this Agreement, or to take action in the event of any breach of any such provisions shall not constitute a waiver of any rights of such Party, and, subject to the notice requirements of this Agreement, such Party may at any time after such failure exercise all rights and remedies available under this Agreement.

14. **Partial Invalidity.** In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of law or if either the Delaware Renewable Portfolio Standard Act (“RPS”) is legislatively modified or if the Municipal Renewable Portfolio Standard (“MRPS”) is adjusted such that Buyer’s legal SREC requirement is decreased by an amount greater than the previous 12 months average annual SREC output of the Facility, after the initial 20 year term of the agreement, the Payment Rate shall be reset to the lower of market rate, as measured by the Annual Delaware State SREC Auction Process, or \$50.00.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument which may be delivered via facsimile or via electronic transmission as a PDF file.

16. **Governing Law; Jurisdiction; Forum.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Seller:

Buyer:

City of Seaford

Delaware Municipal Electric Corporation, Inc.

By: _____
Name: Dolores Slatcher
Title: City Manager

By: _____
Name: Patrick E. McCullar
Title: President & CEO

NB#5
2-23-16

MEMORANDUM

TO: Dolores Slatcher, City Manager
FR: Charles Anderson, Assistant City Manager
RE: City Maintenance Bids
DT: February 18, 2016

A

The City received five bids in response to the above referenced solicitation. Please see the below table:

Bidder	2016	2017	2018
Nanticoke Nursery Landscaping, LLC	\$30,480.00	\$30,480.00	\$30,480.00
Ron's Lawn Care	\$35,550.00	\$36,200.00	\$36,900.00
Designscapes, LLC	\$24,979.76	\$24,982.97	\$26,081.19
Ace Cuts	\$24,685.00	\$26,166.00	\$27,736.00
Olsen Enterprises, Inc.	\$24,499.00	\$26,213.00	\$26,213.00

We have reviewed the submitted bid information, insurance instrument and contacted some of the references provided by the bidders.

It is our recommendation that the bid be awarded to Designscapes, LLC as the low bidder.

Should you have any questions, please contact me.

Thank you.

NB #6
2-23-16

MEMORANDUM

TO: Dolores Slatcher, City Manager
FR: Charles Anderson, Assistant City Manager
RE: High Street Maintenance Bids
DT: February 18, 2016

The City received three bids in response to the above referenced solicitation. Please see the below table:

Bidder	2016	2017	2018
Olsen Enterprises, Inc	\$9,800.00	\$9,800.00	\$9,800.00
Nanticoke Nursery Landscaping, LLC	\$12,780.00	\$12,780.00	\$13,250.00
Ace Cuts	\$9,800.00	\$10,388.00	\$11,011.00

We have reviewed the submitted bid information, insurance instrument and contacted some of the references provided by the bidders.

It is our recommendation that the bid be awarded to Olsen Enterprises, Inc. as the low bidder.

Should you have any questions, please contact me.

Thank you.

E & D Holdings II, LLC
P.O. Box 578
Dover, DE 19901-0578
(302) 730-0150

NB#7
2-23-16

February 9, 2016

Dolores Slatcher
City Manager
414 High Street
Seaford, DE 19973

RE: Parcel Interest

Dear Dolores,

During a meeting with Charles and Josh a few weeks ago concerning the development of the remaining 3.84 acres that E&D Holdings II, LLC owns inside the Seaford Industrial Park it was mentioned that the City of Seaford would be interested in selling the +/- 1.0 acre that borders our property to the south. The discussion led to the idea that a fair price would be \$10,000. We are in the process of determining the actual size of the parcel. I have been told that the parcel has not and does not have any major value or purpose to The City of Seaford and as a result we would like to buy the parcel. More than likely it will be used in the overall design of the new development plan and most likely will play a role in aiding our ability to meet the new stringent stormwater regulations. Your consideration along with The Town Council would be greatly appreciated.

Thank you,



Frank DiMondi

Co-Owner

Phone: (302) 730-0150 Fax: (302) 698-5205 Email: Info@fadoffice.net