

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
March 8, 2016
SEAFORD CITY HALL - 414 HIGH STREET

7:00 P.M. - 8:00 P.M. - HEARING FOR REAL ESTATE PROPERTY TAX APPEALS (The Council may use their option to move to the regular meeting if there are no appeals to be presented. Appeals will take precedent over regular business prior to 8:00 p.m.)

- Vice-Mayor Leanne Phillips-Lowe calls the Regular Meeting to Order following the 8:00 p.m. Real Estate Property Tax Appeals Hearing but will move back to The Appeals until 8:00 p.m. as they will take precedent Over regular business.
 - Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Changes to agenda for this meeting.
 - Approval of minutes of the Regular Council meeting of February 23, 2016.

CORRESPONDENCE:

1.

PUBLIC COMMENT:

NEW BUSINESS:

1. Present Landlord/Mortgage Waiver for Nanticoke Little League to borrow funds for new lights on their fields.
2. Present the proposal from Bright Fields, Inc. for the Limited Phase II Site Investigation/Asbestos Survey and Lead Based Paint Evaluation for 60 Pine Street, the proposed site for the Pine Street Substation.
3. Present the request from George, Miles and Burh for the one-year renewal extension for the period of April 1, 2016 - 3/31/2017.
4. Present the amended 2016 Municipal Board of Election naming the election judge and replacing an alternate.

AGENDA

Regular Meeting of the Mayor and Council
March 8, 2016

OLD BUSINESS:

1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Sussex County Association of Towns Legislative breakfast, Cheer Center, Georgetown, 9 a.m. City representatives - Mayor, Vice-Mayor, City Manager and Assistant City Manager, March 18th at 9 a.m.
2. Conceptual Visual Plan process March 8 - 10th with a public workshops on March 8, 2016 from 5:30 p.m. until 6:30 p.m. in Council Chambers and a Concept plan reveal on March 10, 2016 at 5:30 p.m. in Council Chambers.
3. Delaware of Local Governments, Duncan Center Dover, March 24th at 6:30 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

Candidate filed - Mayor David Genshaw

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

Candidates filed - Frank Daniel Cannon

- Councilwoman Leanne Phillips-Lowe

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

AGENDA

Regular Meeting of the Mayor and Council
March 8, 2016

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.**

DUE TO FRIDAY, MARCH 25, 2016 BEING A CITY OF SEAFORD HOLIDAY THE OFFICES WILL BE CLOSED. WE ENCOURAGE ALL INTERESTED RESIDENTS TO REGISTER PRIOR TO THE DEADLINE.

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.

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**

Vice-Mayor Phillips-Lowe 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))

N.B.1
3/8/16

Memorandum

TO: Mayor and Council

FR: Dolores J. Slatcher, City Manager /KOP

RE: M&T Landlord/Mortgagee Waiver

3/4/16

The above referenced document is required by M&T Bank for the Nanticoke Little League, Inc. to borrow money to purchase new lights for their fields. The City of Seaford is the owner of Williams Pond Park and is being requested to execute the waiver.

This form is used when securing loans with equipment/inventory or business assets when there is not a title or property to lien. It is a UCC – Uniform Commercial Code requirement and is recorded with the Secretary of State as part of the banking requirements. They are requesting the Tax Map and Parcel strictly for the location of where the lights will be located.

We do not know the amount the Nanticoke Little League, Inc. is borrowing, as we are not a party to the loan. It is between Little League and M&T. We are just the property owner.

We will need City Council to approve the execution of the Agreement by the Mayor and City Manager.

Please let me know if you have any questions related to this. Thanks.

**LANDLORD/MORTGAGEE WAIVER
Delaware**

Re: Premises: Williams Pond Park on the Little League fields Tax Map and Parcel No:
 Borrower: Nanticoke Little League, Inc.
 Collateral: The new fields lights purchased and installed

The undersigned is the holder of an interest as owner, mortgagee or otherwise (the "Holder") in certain real property, commonly described as stated above as the Premises.

The Holder has been advised that Manufacturers and Traders Trust Company with its chief executive office at One M&T Plaza, Buffalo, New York 14240, or one or more of its affiliates (any, the "Lender") is about to extend credit to the Borrower to be secured by a security interest in the property identified above as the Collateral which is located, in whole or in part, at the Premises. The Lender's extension of credit to the Borrower is conditioned upon the Holder's subordination of any and all claims, interests or liens the Holder has or may have with respect to the Collateral.

The Holder, intending to be legally bound, does hereby agree, under seal, as follows: (i) it consents to the Lender taking a security interest, chattel mortgage or other lien in such Collateral; (ii) that any and all liens, claims, demands, or rights, including but not limited to the right to levy or distrain for unpaid rent, which it now has or hereafter acquires on or in any of the Collateral shall be subordinate and inferior to the lien and security interest of the Lender, and as to the Lender, the Holder hereby specifically waives and relinquishes all rights of levy, distraint or execution with respect to such property; (iii) the Lender may at any time enter upon the Premises and remove the Collateral without liability to the Holder except for damage to the Premises directly resulting from such removal; (iv) the Holder will not seek to levy execution on or foreclose any lien or other security interest in the Collateral or otherwise apply the value of the Collateral to satisfy any claim of the Holder against the Borrower (or the owner of the Collateral if different from the Borrower) until all obligations owing by the Borrower to the Lender have been irrevocably paid in full; and (v) it will notify any successor in interest of all or any part of such real property of this consent and subordination which shall be binding upon the Holder's personal representatives, successors and assigns. Unless provided otherwise under federal law, this Agreement will be interpreted in accordance with the laws of the Commonwealth of Pennsylvania excluding its conflict of laws rules.

SEALED INSTRUMENT. HOLDER SIGNS, SEALS AND DELIVERS THIS AGREEMENT TO THE LENDER.

Date: _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

ACKNOWLEDGMENT

STATE OF DELAWARE)
 : SS.
 COUNTY OF _____)

On the _____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 Notary Public

Print name of Notary Public: _____

N.B 2
3/8/16



BrightFields, Inc.
Environmental Services

February 18, 2016

Mr. Charles Anderson
Assistant City Manager
City of Seaford
414 High Street
Seaford, DE 19973

**RE: Proposal for Limited Phase II Site Investigation/Asbestos Survey and Lead-Based Paint Evaluation
Pine Street Substation Expansion
60 Pine Street
Seaford, Delaware
BrightFields File: 3113.02.21**

Dear Mr. Anderson:

Thank you for the opportunity to provide a proposal to perform a Limited Phase II Site Investigation (SI) and a pre-demolition asbestos survey and lead-based paint evaluation for the Pine Street Substation Expansion (Site) identified as tax parcel numbers 331-5.18-1.00, 35 & 36 and located in Sussex County, Seaford, Delaware (Figure 1). BrightFields conducted a site walk of the property on February 10, 2016. The site consists of 1.21 acres of land and is surrounded by a majority of residential properties with mixed commercial properties. The site is currently occupied by S.C. Cummings and Sons, Inc. heating, welding, and sheet metal work facility. One of the City's current substations borders the Site to south and an apparent cell phone tower borders the Site to the north. A residential property is adjacent to the Site to the east and a rail line to the west. A majority of the Site (approximately 75%) is covered with pervious surfaces. There is reportedly a fuel oil underground tank (UST), of unknown size, on the Site. The fuel oil is used to heat the building.

BrightFields understands the City has purchased the property and plans to demolish the existing structures as part of the proposed substation expansion project. The City has requested that a Limited Phase II SI, asbestos survey, and lead-based paint evaluation be conducted.

SCOPE OF WORK

BrightFields has developed the following scope of work to complete a Limited Phase II SI and Asbestos Survey and Lead-Based Paint Evaluation.

Task 1 – Site History Evaluation

- BrightFields will investigate the site history to finalize proposed drilling locations and the associated analytical suite for the soil and groundwater samples collected during the investigation. The investigation conducted by BrightFields personnel will include:
 - reviews of historical sources of information (including aerial photographs, maps, atlases and/or city directories-for site and adjacent properties only);



- interviews with past and present owners, operators and occupants;
 - interviews with local government officials and/or reviews of federal, state, tribal and local databases for the site and surrounding properties to identify reported violations, releases, previous investigations and current status with regard to regulations;
 - commonly known or reasonably found information;
 - reviews of available engineering reports and surveys;
 - review of available surface and groundwater data;
 - review of title information, if supplied by Client;
 - and a visual inspection of the site and adjoining properties.
- Based on BrightFields' current knowledge of the Site, further investigation and sampling is recommended. A sampling program of this type is referred to as a Limited Phase II SI. BrightFields proposed scope of work is described below. It should be noted that this proposed Phase II SI scope of work is based on our current knowledge of the Site; If additional environmental areas of concern are discovered during the site history investigation, the subsurface investigation of such areas will be discussed with you and addressed in a change order.

Task 2 – Limited Phase II SI – Subsurface Investigation

Preparation

- BrightFields will obtain the necessary well permits from the State of Delaware to collect groundwater samples from soil borings advanced on the Site.
- BrightFields will contact Miss Utility prior to field work to mark out utilities around the property.

Geophysical Survey

- BrightFields will subcontract a geophysical investigation including ground penetrating radar/electromagnetic (GPR/EM) survey in an effort to locate subsurface utilities and anomalies (including USTs) and ensure drilling equipment does not come in contact with them.

Soil Sampling Activities

- Using a track-mounted Geoprobe® rig, BrightFields will supervise the advancement of 8 soil borings via direct-push technology (DPT) to the groundwater table or to refusal, whichever is encountered first. The proposed soil boring locations are displayed on Figure 2. It should be noted the proposed soil borings may be adjusted due to information obtained during the site history investigation (i.e. targeted around location of an identified UST).
- The soil cores collected from the Geoprobe® borings will be field-screened at approximately one-foot intervals for the presence of volatile organic compounds



(VOCs) using a photoionization detector (PID) with a 10.6 electron volt (eV) lamp. Written logs, describing the soil, noting any visual or olfactory evidence of contamination, and identifying the depth to groundwater, will be maintained for each boring by BrightFields' on-site scientist.

- A total of 8 soil samples will be collected (at least one sample from each of the boring locations). The soil samples will be collected from the point of the greatest visual or olfactory evidence of contamination, the soil to groundwater interface (if groundwater is encountered), or directly above the depth of refusal.

Groundwater Sampling Activities

- If groundwater is encountered, four one-inch diameter temporary wells will be installed in four select soil borings using the Geoprobe® rig to facilitate the collection of groundwater samples. The temporary wells will be installed after the soil samples have been collected from the selected boring locations. The proposed groundwater sampling locations are shown on Figure 2.
- Four groundwater samples will be collected, one from each temporary well. The temporary wells will be removed after collecting the grab groundwater samples.

Task 3 – Phase II SI Summary Report

- BrightFields will prepare a Phase II SI Summary Report. The report will summarize information collected during the Phase II investigation including: the methods of investigation employed, sample selection and analysis, findings, conclusions, and recommendations.
- The report will also include: analytical laboratory results, data summary tables comparing Site analyte concentrations to the DNREC 2016 Screening Levels and 2016 Reporting Levels, a sample location map, and soil boring logs.

Task 4 – Analytical Requirements

- To assess the soil quality at the Site, all 8 soil samples will be analyzed for Target Compound List (TCL) volatile organic compounds (VOCs), TCL semivolatile organic compounds (SVOCs), and Resource Conservation and Recovery Act (RCRA) metals. If groundwater samples are collected, the groundwater samples will be analyzed for TCL VOCs, TCL SVOCs, and RCRA metals (dissolved) to assess the groundwater quality at the Site.
- All of the samples will be analyzed at TestAmerica Laboratories in Edison, New Jersey using standard turn-around time, which is approximately 2 weeks. The samples will be analyzed according to Delaware Hazardous Substance Cleanup Act (HSCA) Standard Operating Procedure (SOP) so that the analytical data will be acceptable for use in a HSCA human health risk assessment if needed.

Task 5 – Asbestos Assessment Support Services

- BrightFields will provide a U.S. EPA AHERA certified, State of Delaware approved asbestos building inspector to conduct the destructive asbestos survey at the above

referenced property. The asbestos survey will be performed pursuant to the U.S. EPA National Emission Standards for Hazardous Air Pollutants (EPA NESHAP) sampling protocol as described in 40 CFR Part 61.

- Samples of suspect asbestos-containing building material (ACBM) will be collected to assess the building materials that will be affected during the demolition activities. It is BrightFields' understanding that the building is currently occupied and all areas of the property will be accessible during the investigation.
- BrightFields will submit the samples collected (not to exceed 60 samples) from the survey to a certified State of Delaware laboratory for polarized light microscopy (PLM) analysis and upon reviewing the laboratory results, BrightFields will complete the Final Asbestos Survey Report and the required State of Delaware Asbestos Inspection Form for your review and records. Please note the City will only be charged for the actual number of asbestos bulk samples physically collected and analyzed by the laboratory.

Task 6 - Lead-Based Paint Evaluation

- BrightFields will use a non-destructive x-ray fluorescence (XRF) lead paint analyzer to conduct a lead-based paint evaluation on various building components located at the structure. Representative painted components throughout the building interior and exterior will be sampled. A report will be prepared on the findings of the lead paint evaluation. The lead content, location, component type, paint color and condition of the sampled painted surfaces will be identified in the report as well as recommendations for disposal, if warranted.

PROJECT SCHEDULE

BrightFields is prepared to proceed with Phase II Site Investigation, Asbestos Survey and Lead-Based Paint Evaluation upon signature of this proposal. If standard analytical turn-around time (10 business days) is requested, BrightFields will deliver the Phase II SI Report within 3 weeks of performing the subsurface investigation. It should be noted for time-sensitive report delivery expedited analytical turnaround times (TAT) can be requested by the laboratory. However, the laboratory charges a 25% price increase for a 5-day turnaround time and 50% increase for a 3-day day TAT. If an expedited TAT is requested BrightFields will deliver the report within 2 weeks of performing the subsurface investigation.

FEES

Based on the scope of work outlined above, BrightFields has prepared a breakdown of the anticipated price for this project.

Task 1: Site History Evaluation (Time and Materials)	\$945
Task 2: Limited Phase II SI Subsurface Investigation (Time and Materials)	\$9,515
Task 3: Phase II SI Summary Report (Time and Materials)	\$1,615



Task 4: Analytical Requirements (Time and Materials)	\$3,745
Task 5: Asbestos Assessment and Final Report (Fixed Fee)	\$1,300
Task 5: PLM Bulk Sample Analysis (Time and Materials - \$12/sample)	\$720
Task 6: Lead-Based Paint Evaluation (Fixed Fee)	\$1,200
Total	\$19,040

Assumptions:

- BrightFields will have access to the property throughout the project.
- It is anticipated that all soil will be returned to the boreholes. The City is responsible for any additional disposal costs, if necessary.
- The City agrees to indemnify and hold BrightFields, Inc. harmless for damage or injury that may result from its investigations or activities on the site which encounter hidden or unmarked utilities or structures.
- Proposed drilling locations may be adjusted in the field due to the presence of underground utilities.
- The City will authorize the DNREC Well Permit Applications.

CONDITIONS

The Phase II SI including collection of soil and groundwater samples for the subsurface investigation, and report writing will be billed on a time and materials basis. Laboratory costs will be billed based on actual number of samples analyzed and turn-around time selected by client. Please note that you will only be charged for the number of samples analyzed by the laboratory. The costs included in this proposal are only for the services explicitly described herein. Any additional services required will be provided at the appropriate rate. This price estimate is valid for 30 days.

The attached *General Terms and Conditions* are integral to this contract. They contain contractual detail regarding our rates, payment terms, right of entry/site access, site restoration, location of unseen utilities/structures, regulatory compliance, sampling/analysis, warranty and limitations, liability and insurance information, confidentiality, delivery of completed reports to third parties, termination, and unanticipated changes in work scope.

AUTHORIZATION

Signing a copy of the below signature page and returning it to BrightFields will serve as authorization to proceed with the services as outlined above. Please indicate below which turn-around time is requested.

Upon the receipt of the signature page, BrightFields will initiate the investigation.

Mr. Charles Anderson
Proposal for Limited Phase II SI
Pine Street Substation Expansion
Seaford, Delaware



BrightFields, Inc.

Please don't hesitate to contact Gregg Crystal or me at (302) 656-9600 if you have any questions or wish to discuss the project in more detail.

Sincerely,

BrightFields, Inc.

J. Matthew Brainard
Project Manager

Attachments: Figure 1 – Site Location/Topographic Map
Figure 2 – Proposed Sample Locations Map
General Contract Conditions

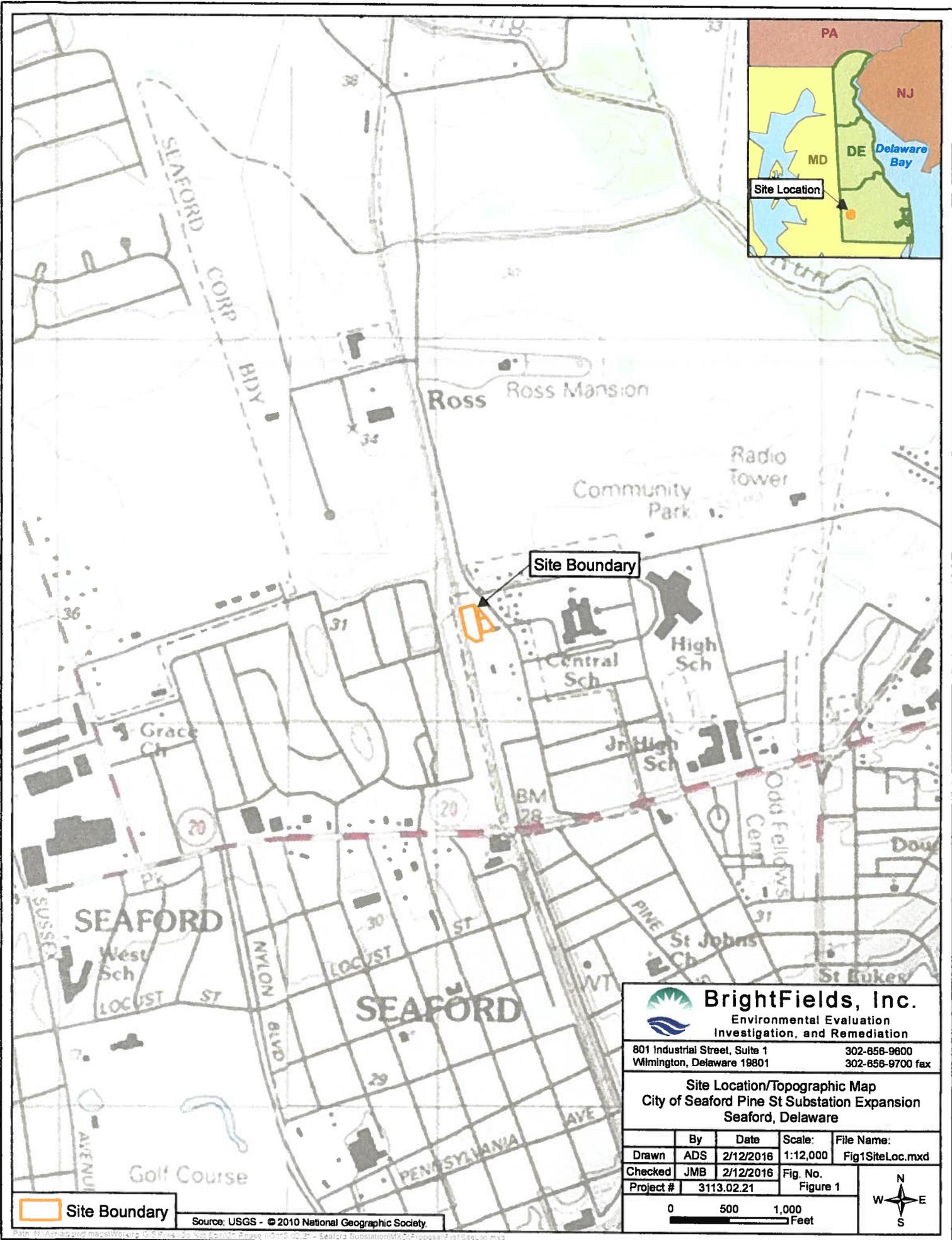
AUTHORIZATION

**Limited Phase II Site Investigation/Asbestos and Lead-Based Paint Evaluation
Pine Street Substation Expansion
Seaford, Delaware**

I authorize BrightFields, Inc. to perform a Phase II SI/Asbestos and Lead-Based Paint Evaluation described in the scope of work above.

ACCEPTED: _____ **Date:** _____
City of Seaford

This proposal is provided for your personal review and that of your agents only. Its contents should not be shared with any other company or persons without the express written permission of BrightFields, Inc. This price estimate is valid for 30 days.



Site Boundary

Site Boundary

Source: USGS - © 2010 National Geographic Society.

BrightFields, Inc.
 Environmental Evaluation
 Investigation, and Remediation

801 Industrial Street, Suite 1 302-656-9600
 Wilmington, Delaware 19801 302-656-9700 fax

Site Location/Topographic Map
 City of Seaford Pine St Substation Expansion
 Seaford, Delaware

	By	Date	Scale:	File Name:
Drawn	ADS	2/12/2016	1:12,000	Fig1SiteLoc.mxd
Checked	JMB	2/12/2016	Fig. No.	
Project #	3113.02.21		Figure 1	

0 500 1,000

Feet

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-  Proposed Soil Boring Locations
-  Proposed Groundwater Sample Locations
-  Site Boundary
-  Tax Parcels



BrightFields, Inc.

Environmental Evaluation
Investigation, and Remediation

801 Industrial Street, Suite 1
Wilmington, Delaware 19801

302-656-9600
302-656-9700 fax

Proposed Sample Location Map
City of Seaford Pine St Substation Expansion
Seaford, Delaware

	By	Date	Scale:	File Name:
Drawn	ADS	2/17/2016	1:1,200	Fig2PropSamp.mxd
Checked	JMB	2/17/2016	Fig. No.	Figure 2
Project #	3113.02.21			

0 50 100

Feet



Source: DEMAC - Aerial 2012; Delaware DataMIL - Tax Parcels.

BrightFields, Inc.

Environmental Consultants
801 Industrial Street, Suite 1
Wilmington, DE 19801

GENERAL CONTRACT CONDITIONS

Job Number: 3113.02.21

RATES

Personnel: Unless otherwise specified, labor charges are computed based on the labor rate schedule attached as Table 1. Annual increases will not exceed an average of ten percent (10%).

External Equipment, Contractors and Supplies: Charges for subcontractors (consultants, laboratories, contractors, etc.), subcontracted equipment and supplies required to complete a project are itemized in the Agreement. A twenty percent (20%) fee is added to all subcontracts and direct expenses.

PAYMENT TERMS

A minimum of a 25% down payment will be required on all contracts. On long-term projects (over 30 days) invoices will be issued monthly as costs are incurred or, in the case of short-term projects, upon completion of the project. Invoices are payable upon receipt. If questions concerning an invoice arise, they must be received in writing within 15 days or we will assume prompt payment will be made. A service charge of one and one-half (1-1/2%) percent per month will be added to any amounts not paid within thirty (30) days. Any fees incurred for the collection of delinquent accounts will be paid by the Client. Invoices normally include a brief summary of the work completed in accordance with the Agreement. Time spent on additional detailing of invoices is considered direct effort on the project and will be invoiced at the appropriate hourly rate.

RIGHT OF ENTRY/ SITE ACCESS

Unless otherwise agreed, the Client will obtain and provide to BrightFields, Inc., right of entry to the site. In the event that access to certain areas of the site is not possible during BrightFields, Inc.'s on-site investigations, BrightFields, Inc. will make a reasonable attempt to return to the site to perform a re-inspection of the areas in question. Such re-inspection will be invoiced at the appropriate hourly rate. Any areas of the site that could not be accessed or other unresolved issues will be identified to the Client.

SITE RESTORATION

BrightFields, Inc. will exercise due care to minimize damage to the site from equipment or activities required to complete its work. However, unless specifically stated within the Agreement, BrightFields, Inc. will not be held responsible for any work required to restore the site to its former condition. Any costs incurred by BrightFields, Inc. for any site restoration activities, if not specifically addressed within the Agreement, will be invoiced to the Client.

LOCATION OF UNSEEN UTILITIES/STRUCTURES

The Client is responsible for providing BrightFields, Inc. with any site plans, drawings or other documents or information which might help in the identification of hidden or underground utilities or other structures (including, but not limited to, underground storage tanks). BrightFields, Inc. typically utilizes the services of "Miss Utility" to assist in the location of hidden underground utilities. The Client is also responsible for PHYSICALLY MARKING and informing BrightFields, Inc. of the location of any underground utility in the area that digging may occur. The Client agrees to indemnify and hold BrightFields, Inc. harmless for damage or injury that may result from its investigations or activities on the site which encounter hidden or unmarked utilities or structures. The Client agrees to be financially responsible for the repair of unmarked underground utilities that were inadvertently damaged by BrightFields, Inc., or their subcontractors.

REGULATORY COMPLIANCE

In the performance of its work BrightFields, Inc. will comply with all applicable Federal, State, and Local laws and regulations. In the event that a situation arises which requires notification, by the site owner/operator of a specific environmental condition on the site, BrightFields, Inc. will discuss this requirement with the Client. The Client will be responsible for either: a) discussing the requirement with the owner/operator, or: b) if the Client is the owner/operator, undertaking the necessary steps to notify the appropriate Federal, State or Local agencies. In the event that a condition on the property presents an imminent threat to the environment, to the health and well being of local citizens, or the site employees, and the Client or owner/operator refuses to notify the appropriate State or Federal agencies, BrightFields, Inc., unless specifically stated in the Agreement, reserves the right to make such notification.

SAMPLING/ANALYSIS

Any samples collected for completion of this investigation will be discarded in accordance with the policies of the subcontracted laboratory unless BrightFields, Inc. is advised, in writing, to otherwise handle the samples prior to submission of the samples to the laboratory, or if alternate arrangements have been described in the Agreement. The validity of sampling results can be affected by the storage procedures and the length of time the sample is stored. BrightFields, Inc. does not assume any responsibility for analytical results reported on any samples if the samples have been improperly stored or their storage times have exceeded those prescribed by State and Federal regulations, guidelines or other regulatory or non-regulatory analytical techniques as a result of the Client's actions or inactions and BrightFields, Inc. has notified the Client about the improper or excessive time of storage of the samples. Upon request, we will ship or deliver the samples collected from our investigation to the Client at cost or store them for the Client for an agreed period of time and storage fee.

WARRANTY AND LIMITATIONS

BrightFields, Inc. is a corporation providing environmental audits, environmental management services, site remediation and related environmental work. These services are provided by Environmental Professionals trained in environmental and related scientific fields. BrightFields, Inc. warrants that the services it provides are performed in a manner consistent with that level of care and skill ordinarily exercised by Environmental Professionals currently practicing under similar conditions. No other warranty either expressed or implied is intended.

The recommendations and findings of BrightFields, Inc. are based on our interpretation of the background reports, discussions and data reviewed during our investigations as well as the specific conditions found on the site as a result of BrightFields, Inc.'s on-site investigation activities. The findings and recommendations of our reports, studies or investigations are limited to the specific investigative activities which are undertaken on the site as well as the background reports and surveys we review.

While every attempt is made to provide as thorough a review as possible, it is not practical to provide a 100% survey of the surface and subsurface areas of any site. As such, the findings and recommendations provided by BrightFields, Inc. are, by necessity, based on the information reviewed, the specific locations reviewed and the conditions of the parcel and/or facility at the time of the on-site investigation. BrightFields, Inc. does not warrant its findings or conclusions beyond this information and investigation.

LIABILITY AND INSURANCE INFORMATION

The liability of BrightFields, Inc. to its Client in connection with the work performed under the Agreement shall not exceed the limits set by the current corporate insurance program.

Any proposed claims made against BrightFields, Inc. for the work performed under the agreement shall be limited to the limit of BrightFields, Inc.'s Insurance, or one hundred thousand dollars (\$100,000), whichever amount is lesser.

CONFIDENTIALITY

Information and reports developed under this Agreement shall be considered proprietary in accordance with the following terms and conditions:

All written and oral communications pertaining to this Agreement shall be presumed to be Proprietary Information unless otherwise indicated.

Each party shall handle Proprietary Information as confidential to this Agreement. Disclosure of Proprietary Information shall be restricted to those BrightFields, Inc. employees who need access to the Proprietary Information to ensure proper performance of the environmental services to be performed by BrightFields, Inc. on the site.

Neither party shall be liable for the disclosure or use of Proprietary Information which: 1) was known by the receiving party at the time of the disclosure due to circumstances or events unrelated to this Agreement; 2) is generally available to the public without breach of this Agreement; and 3) is required to be released by law or court order.

Deliverables, findings, analyses and reports developed under this Agreement shall be the property of the Client. BrightFields, Inc. shall not disclose the deliverables, analyses, and/or reports relating to its services to a third party without the prior written authorization of the Client. The Client shall be solely responsible for any disclosure of the deliverables, findings, analyses, and/or reports which may be required by law and agrees to indemnify and hold BrightFields, Inc. harmless for any loss resulting from the Client's failure to make such disclosure. At the Client's request and expense, BrightFields will assist the Client in making such disclosures as may be required by law.

If requested, each party shall return all copies of all Proprietary Information relating to this Agreement upon termination of this Agreement; provided, however, that BrightFields, Inc. may retain one copy of all final reports and related materials for its files. The files shall be retained in strict accordance with the non-disclosure provisions set forth in this section.

DELIVERY OF COMPLETED REPORTS TO THIRD PARTIES

The results, findings, recommendations or other Deliverables developed under this Contract may not be distributed to, or relied upon, by any third party without the prior written consent of BrightFields, Inc. unless such third party has been clearly identified in the Proposal.

TERMINATION

Either BrightFields, Inc. or the Client may terminate this Agreement for cause. "Cause" includes: 1) a failure of the Client to provide right of entry or access to the subject site in a timely fashion; 2) unwillingness on the part of the Client to comply with Federal, State or Local laws or regulations; or 3) a failure by BrightFields, Inc. to perform its work in accordance with the outline of work identified in the Agreement or subsequent written revisions to the Agreement. Additionally, the Client may at any time direct BrightFields, Inc. in writing not to perform certain work, or any further work. If a stop work order of this type is issued, BrightFields, Inc. will immediately cease work activities as requested. BrightFields, Inc. will not be entitled to payment for any services performed after the stop work order has been issued. In the event of the issuance of a stop work order the Client agrees to assume all liability for activities (including reporting to local, state or federal agencies, laboratory analysis and any other work or activity), not completed by BrightFields, Inc. or its subcontractors as a result of the issuance of the stop work order.

UNANTICIPATED CHANGES IN WORK SCOPE

Occasionally unanticipated changes in work scope occur. Should project scope expand substantially due to unforeseen circumstances, a change order may be issued to reflect corrected project costs at the applicable rate. Should the client decline the change order, a bill will be issued for expended time and materials and the original contract will be suspended until a mutually acceptable resolution can be found.

Should project scope be substantially reduced due to unforeseen circumstances, a change order will be issued to reflect corrected project costs at the applicable rate. Should the client decline the change order, the original contract remains in effect and is payable in full.

**TABLE 1
BILLING RATES**

<u>CLASSIFICATION</u>	<u>BILLING RATE</u>
Technician I.....	\$39.00
Technician II.....	\$49.00
Technician III.....	\$69.00
Technician IV.....	\$87.00
Environmental Analyst I.....	\$69.00
Environmental Analyst II.....	\$87.00
Environmental Analyst III/Project Manager I.....	\$107.00
Environmental Analyst IV/Project Manager II.....	\$123.00
GIS Analyst I.....	\$69.00
GIS Analyst II.....	\$87.00
GIS Analyst III/Project Manager I.....	\$107.00
GIS Analyst IV/Project Manager II.....	\$123.00
Program Manager.....	\$133.00
Engineering Manager.....	\$148.00
Senior Program Manager.....	\$148.00
Technical Director.....	\$148.00
Principal.....	\$185.00
Junior Administrative Assistant.....	\$40.00
Technical Word Processor.....	\$51.00
Administrative Assistant.....	\$51.00
Senior Administrative Assistant.....	\$63.00
Accounting Assistant.....	\$63.00
Financial Manager.....	\$107.00
Operations Manager.....	\$107.00
Chief Financial Officer.....	\$185.00

Rates are shown as fully burdened amounts including all applicable taxes, markups, profit, and overhead factors. These rates do not apply to expert witness services.

ARCHITECTS
ENGINEERS

400 HIGH STREET
SEAFORD, DE 19973
PH: 302.628.1421
FAX: 302.628.8350

SALISBURY
BALTIMORE
SEAFORD

www.gmbnet.com

February 29, 2016

City of Seaford
414 High St.
P.O. Box 1100
Seaford, DE 19973

Attn: Dolores J. Slatcher
City Manager

Re: Lease Agreement
400 High Street
Seaford, Delaware

Dear Ms. Slatcher:

Once again, we wish to thank the City of Seaford for leasing office space to GMB.

Further, we wish to request another One Year renewal of the Lease Agreement under the following terms:

Renewal Option 4/1/16 – 3/31/17

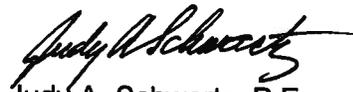
\$40,800 annual rent

This renewal option was defined by your letter dated January 15, 2014, a copy of which is attached.

Thank you for your consideration.

Sincerely,

George, Miles & Buhr, LLC


Judy A. Schwartz, P.E.
Sr. VP, Asst. Director of Operations

JAS/ccd

Enclosures

JAMES H. WILLEY, JR., PE
PETER A. BOZICK, JR., PE
JUDY A. SCHWARTZ, PE
CHARLES M. O'DONNELL, III, PE
W. BRICE FOXWELL, PE
A. REGGIE MARINER, JR., PE
JAMES C. HOAGESON, PE
STEPHEN L. MARSH, PE
MICHAEL D. MCARTHUR, AIA
DAVID A. VANDERBEEK, PE
ROLAND E. HOLLAND, PE
JASON M. LYTLE, PE

JOHN E. BURNSWORTH, PE
MICHAEL G. KOBIN, PE
CHRIS B. DERBYSHIRE, PE
W. MARK GARDOCKY, PE
MORGAN H. HELFRICH, AIA
VINCENT A. LUCIANI, PE
JERRY KOTRA
ANDREW J. LYONS, JR., PE
KATHERINE J. MCALLISTER, PE

City of Seaford



Rich in History, Focused on the Future

January 15, 2014

Mrs. Judy A. Schwartz, P.E.
Sr. VP Director of Operations
George, Miles & Buhr
400 High Street
Seaford, DE 19973

**RE: Lease Agreement
400 High Street
Seaford, DE**

Dear Judy,

The Seaford City Council, at their regular meeting of January 14, 2014, approved your request to exercise a one- year renewal option in your Lease Agreement with the City of Seaford. And to renew the two (2) One-Year Renewal Options as set forth in your letter dated January 8, 2014, a copy of which is attached.

Effective with April 1, 2014 through March 31, 2015 the annual rental amount will be \$39,240.

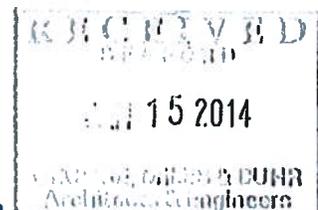
We appreciate having such a great tenant as George, Miles, and Burh and look forward to another year with your firm.

Cc: Charles Anderson, ACM
June Merritt, Director of Finance

Sincerely,

Handwritten signature of Dolores J. Slatcher in black ink.

Dolores J. Slatcher
City Manager



414 HIGH STREET • P.O. BOX 1100 • SEAFORD, DE 19973
302-629-9173 • FAX: 302-629-9307 • www.seafordde.com

N.B.?
1/14/14
Appraisal
Council
JAS
cm

■■■■
ARCHITECTS
ENGINEERS

400 HIGH STREET
SEAFORD, DE 19973
PH: 302.628.1421
FAX: 302.628.8350

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www.gmbnet.com

■■■■

January 8, 2014

City of Seaford
414 High St.
P.O. Box 1100
Seaford, DE 19973

Attn: Dolores J. Slatcher
City Manager

Re: Lease Agreement
400 High Street
Seaford, Delaware

Dear Ms. Slatcher:

We wish to thank the City of Seaford for leasing office space to GMB over the past 13 years. Once again, we request an extension to our lease agreement which otherwise would expire on March 31, 2014.

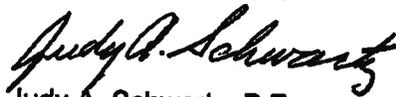
Specifically, we request a One-Year Extension and two (2) One-Year Renewal Options, as set forth below:

One-Year Extension 4/1/14 – 3/31/15	\$39,240 annual rent
Renewal Option 4/1/15 – 3/31/16	\$40,020 annual rent
Renewal Option 4/1/16 – 3/31/17	\$40,800 annual rent

Thank you for your consideration.

Sincerely,

George, Miles & Buhr, LLC



Judy A. Schwartz, P.E.
Sr. VP, Asst. Director of Operations

JAS/ccd

JAMES H. WILLEY, JR., PE
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W. MARK GARDOCKY, PE
MORGAN H. HELFRICH, AIA
VINCENT A. LUCIANI, PE
JERRY KOTRA

N.B. 4
3/8/16

Standing Board for Municipal Election 2016
Amended 3-08-16

Election Judge – Elaine Vincent

1 year term: Velda Syce, Rick Peterson

2 year term: George Logan, Elaine Vincent

3 year term: Sharon Drugash

Staff:

6:15 – 11:00 – Jeanne Sapp
Annette Cole

11:00 – 3:30 – Tracy Torbert
Erica Colegrove

- Relief Dolores Slatcher
Charles Anderson
Josh Littleton

Municipal Board – Election 2016
(Board used for Election Challenges)

Allen Temple

John Leverage

Nancy Harper