

REVISED AGENDA 5-03-17

**AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
May 9, 2017
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.
 - Approval of minutes of the regular meeting on April 25, 2017.

Judge Jana Mollohan will give the Oath of Office to Dan H Henderson and H. William Mulvaney, III for the position of Councilman.

Mayor David Genshaw to present APPA safety award and RP3 award received for the Electric Department.

Supt. of Electric Bill Bennett introduces Miguel Hernandez, Groundman.

Director of Public Works Berley Mears introduces Matthew Milcarek, Tech I

CORRESPONDENCE:

1.

NEW BUSINESS:

1. Joel Dunn, Chesapeake Conservancy to present proposed ideas and discuss the John Smith Chesapeake Trail on the Nanticoke River.
2. Present a Development Agreement between M&T Bank and City of Seaford regarding the Rosas property at 908 Middleford Road.
3. Eric Piner will be coming PTA/DELVAL for the tax appeals recommendations.
4. FEMA letter - Sussex County Hazard Mitigation Plan and the Municipal Resolution adopting the Sussex County Multi-Jurisdictional Hazard Mitigation Plan.

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AGENDA - REVISED 5-03-17

REGULAR MEETING OF THE MAYOR AND COUNCIL

May 9, 2017

NEW BUSINESS (CONTINUED):

5. Present as the first reading of an ordinance to amend Chapter 11, of the Municipal Code of Seaford, Delaware relating to "SEWERS".
6. Councilman Dan Henderson and Trisha Newcomer, ED Manager to present the information they learned from attending the Main Street Conference in Pittsburgh.
7. Show the pictures of the water main installation and emergency work on Middleford Road to serve the Residences @ Riverplace.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. FY18 Budget Workshop, City Hall, Council Chambers, May 16th, 6 p.m.
2. Clean up week, May 8th through 12th, City of Seaford corporate limits.
3. Ribbon cutting at Weathered Treasurers, High Street, May 12th at 12 noon.

COMMITTEE REPORTS:

1. **Police & Fire - Councilwoman Leanne Phillips-Lowe**
2. **Administration - Councilman Orlando Holland**
3. **Code, Parks and Recreation - Councilwoman Grace Peterson**
4. **Public Works & WWTF - Councilman William Mulvaney**
5. **Electric - Councilman Dan Henderson**

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))

Posted TNT - Website 5/3/17

N.B.1
5/9/17

D. Slatcher

From: Joel Dunn <jdunn@chesapeakeconservancy.org>
Sent: Monday, March 27, 2017 3:53 PM
To: D. Slatcher; C. Anderson
Cc: Dinsmore, Andrew (Coons); Nathan_Rider@coons.senate.gov; Ed Cranston; Robin Talbot
Subject: Re: Thank you -- John Smith Chesapeake Trail and Nanticoke River
Attachments: Seaford.pdf

Dolores and Charles -- Please see the attached map of the vision we discussed two weeks ago. This may be a key handout for our meeting on May 9th.

Best regards,
Joel

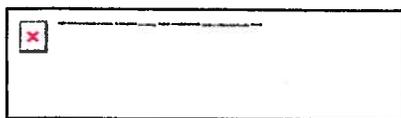
On Thu, Mar 16, 2017 at 3:53 PM, Joel Dunn <jdunn@chesapeakeconservancy.org> wrote:

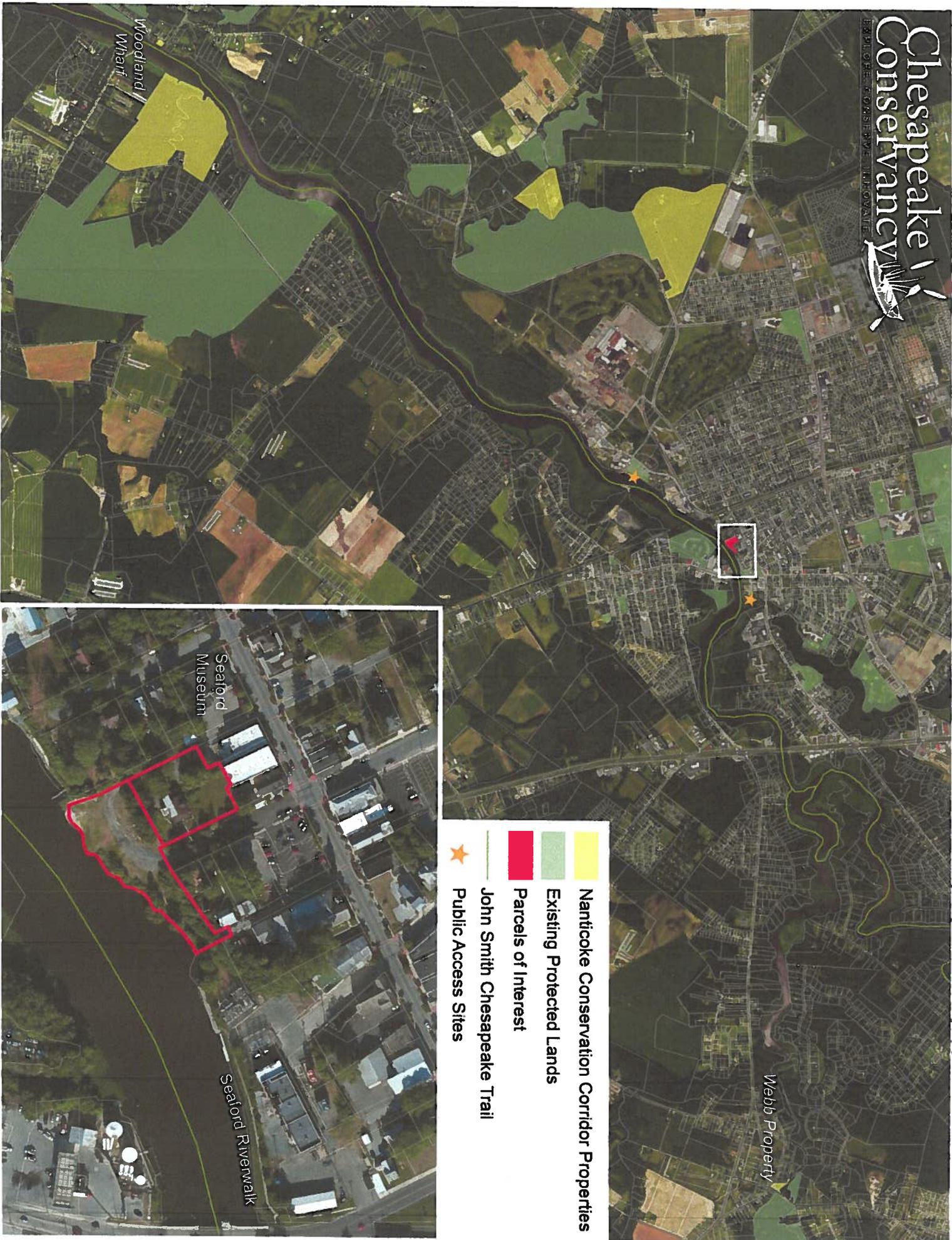
Dear Dolores and Charles -- Thank you very much for meeting with Ed, Andrew, Nathan and me today to discuss the John Smith Chesapeake Trail on the Nanticoke River. We appreciate your consideration of the exciting opportunity Seaford Delaware has to become an exemplary gateway community to the Chesapeake's National Park on water. Given the great significant land acquisition and public access work that the Chesapeake Conservancy and our partners, including the Department of Defense, are doing both up-and-down river (see: <http://chesapeakeconservancy.org/conservancy/focus-of-our-work/middle-chesapeake-sentinel-landscape-nanticoke-river/>), it would be timely for us to develop a Trailhead/visitor center/contact point in the City of Seaford. The site you all suggested for consideration looks terrific and we will take a deeper look at it in the coming days. We look forward to exploring this idea further with you, the Mayor and City Council on May 9th. I will follow up as we get closer with an outline of my presentation and a map showing the opportunity.

Best regards,
Joel

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Joel Dunn
President and CEO
Chesapeake Conservancy
[443-321-3610](tel:443-321-3610) (office)
[919-451-6686](tel:919-451-6686) (cell)
www.chesapeakeconservancy.org

Help Mallows Bay - Potomac River become the Chesapeake's first National Marine Sanctuary! Watch this [video](#) and visit our [website](#) to learn how you can help.





N 15 1 21711

- Nanticoke Conservation Corridor Properties
- Existing Protected Lands
- Parcels of Interest
- John Smith Chesapeake Trail
- Public Access Sites

N.B. 2
Redline
5/9/17

Tax Parcel Nos.:
331-7.00-7.00
331-7.00-9.00

Record in Sussex County

Prepared By/Return To:
David V. Fontana, Esquire
Gebhardt & Smith LLP
1000 N. West Street, Suite 1200
Wilmington, DE 19801

DEVELOPMENT AGREEMENT

This Development Agreement ("AGREEMENT") is made and dated as of April, 2017 by and between M&T BANK, SUCCESSOR-IN-INTEREST TO WILMINGTON TRUST COMPANY ("M&T"), ~~STATE OF DELAWARE, DEPARTMENT OF TRANSPORTATION ("DELDOT");~~ and THE CITY OF SEAFORD ("CITY").

RECITALS

R1. Prudencio G. Rosas and Fe. L. Rosas ("OWNERS") own certain real property generally known as 908 Middleford Road, Seaford, Delaware (Tax Parcel No. 331-7.00-7.00)("908 MIDDLEFORD ROAD PROPERTY") and 912 Middleford Road, Seaford, Delaware (Tax Parcel No. 331-7.00-9.00)("912 MIDDLEFORD ROAD PROPERTY").

R2. The 908 MIDDLEFORD ROAD PROPERTY and 912 MIDDLEFORD ROAD PROPERTY are collectively referred to in this AGREEMENT as the "PROPERTIES." The PROPERTIES are more particularly described on Exhibit "A" attached hereto.

R3. M&T holds mortgage liens against the PROPERTIES pursuant to a Mortgage dated July 8, 2004 executed by the OWNERS and recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware at Book 6908, Page 40 and a Mortgage dated October 1, 2009 executed by the OWNERS and recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware at Book 11400, Page 204 (collectively, the "MORTGAGES").

R4. M&T previously filed a mortgage foreclosure action in the Superior Court for Sussex County, C.A. No. S16L-09-050 RFS ("FORECLOSURE ACTION"), against the OWNERS and the PROPERTIES pursuant to the MORTGAGES.

R5. The 908 MIDDLEFORD ROAD PROPERTY is improved by an office building. The 912 MIDDLEFORD ROAD PROPERTY is improved by a vacant house.

R6. The CITY previously approved a Subdivision Plan relating to the PROPERTIES which was recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware on May 1, 2007 at Book 112, page 349 ("SUBDIVISION PLAN").

R7. The PROPERTIES are described as Lots 12, 13 and 14 on the SUBDIVISION PLAN. Pursuant to the SUBDIVISION PLAN, Lot 13 was divided and combined with Lot 12 and Lot 14.

R8. As part of the approval of the SUBDIVISION PLAN, DELDOT required Lots 12 and 14 to have a combined access from SCR # 535. The SUBDIVISION PLAN provides that "entrances must be installed prior to the sale of the lots." The entrance has not been installed by the OWNERS.

R9. The house located on the 912 MIDDLEFORD ROAD PROPERTY was previously condemned ("CONDEMNED BUILDING") and the CITY has issued a Demolition Order requiring the CONDEMNED BUILDING to be demolished.

R10. The parties hereto are entering into this AGREEMENT in connection with the sale of the PROPERTIES in connection with the FORECLOSURE ACTION.

WITNESSETH

NOW THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are true and accurate and are incorporated herein by reference as if fully set forth herein.

2. Effective Date of Agreement. This AGREEMENT shall only be effective and binding on the parties hereto if: (i) each of the parties hereto execute this AGREEMENT, and (ii) M&T purchases the PROPERTIES at a sheriff's sale in connection with the FORECLOSURE ACTION and a deed transferring title to the PROPERTIES to M&T or its subsidiary or affiliate is recorded at the Recorder of Deeds for Sussex County. This AGREEMENT, and the terms hereof, shall not be effective or binding on any of the parties hereto in the event that the PROPERTIES are sold to a third party other than M&T or a subsidiary or affiliate of M&T at a sheriff's sale in connection with the FORECLOSURE ACTION.

3. Recordation in Land Records. If this AGREEMENT is executed by the parties hereto and M&T or its subsidiary or affiliate obtains title to the PROPERTIES in connection with the FORECLOSURE ACTION, M&T shall be authorized to record this AGREEMENT at the Recorder of Deeds for Sussex County.

4. Waiver of Installation of Entrance Prior to Transfer or Sale of Properties. The CITY ~~and DELDOT~~ hereby ~~waives~~ ~~waiv~~ any requirement in the SUBDIVISION PLAT or otherwise that requires the installation or construction of a combined access entrance at or on the PROPERTIES prior to the sale or transfer of title to the PROPERTIES to M&T or any subsidiary or affiliate of M&T in connection with the FORECLOSURE ACTION or to any subsequent purchaser who purchases the PROPERTIES from M&T or its subsidiary or affiliate.

5. Certificate of Occupancy. The CITY ~~may~~ ~~will~~ not issue a certificate of occupancy for the PROPERTIES unless and until M&T or any subsequent owner of the PROPERTIES obtains land development approvals relating to an access entrance for the PROPERTIES from the appropriate agencies of the CITY and ~~DELDOT~~ /or State of Delaware, Department of Transportation. Any subsequent owner of the PROPERTIES must obtain an entrance permit prior to construction of any access entrance at the PROPERTIES.

6. Demolition of Condemned Building. If M&T, or any subsidiary or affiliate of M&T, obtains title to the PROPERTIES in connection with the FORECLOSURE ACTION, M&T shall demolish the CONDEMNED BUILDING at its expense within six (6) months after the deed transferring title to the PROPERTIES to M&T or its subsidiary or affiliate has been recorded at the Recorder of Deeds for Sussex County. This AGREEMENT shall not impose a duty or obligation on the part of M&T or its subsidiary or affiliate to demolish, repair or take any other action with respect to the CONDEMNED BUILDING unless M&T or its subsidiary or affiliate obtain legal title to the PROPERTIES.

7. Representations. Each of the parties hereto (each a "PARTY") represent to the other parties that the PARTY has the power and authority to enter into this AGREEMENT and this AGREEMENT is binding and fully enforceable against the PARTY subject to the above terms.

8. Counterparts. This AGREEMENT may be executed and delivered in counterparts.

9. Binding Effect. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This AGREEMENT shall be binding upon, enforceable against and inure to the benefit of any subsequent owner of the PROPERTIES.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT under seal as of the date first written above.

[Signatures On Following Pages]

Signature Page to Development Agreement

WITNESS/ATTEST:

THE CITY OF SEAFORD

By: _____ (SEAL)
Name:
Title:

ACKNOWLEDGMENT

STATE OF DELAWARE, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2017, before me, the undersigned, a notary public of the jurisdiction aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____ of THE CITY OF SEAFORD, and who further acknowledged that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of THE CITY OF SEAFORD.

IN WITNESS MY Hand and Notarial Seal.

NOTARY PUBLIC (SEAL)

My Commission Expires:

Signature Page to Development Agreement

WITNESS/ATTEST: _____ STATE OF DELAWARE, DEPARTMENT OF
TRANSPORTATION

By: _____ (SEAL)
Name:
Title:

ACKNOWLEDGMENT

STATE OF DELAWARE, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2017, before me, the undersigned, a notary public of the jurisdiction aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____ of STATE OF DELAWARE, DEPARTMENT OF TRANSPORTATION, and who further acknowledged that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of STATE OF DELAWARE, DEPARTMENT OF TRANSPORTATION.

IN WITNESS MY Hand and Notarial Seal.

NOTARY PUBLIC (SEAL)

My Commission Expires:

WITNESS/ATTEST:

M&T BANK

By: _____ (SEAL)

Name:

Title:

ACKNOWLEDGMENT

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2017, before me, the undersigned, a notary public of the jurisdiction aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____ of M&T BANK, and who further acknowledged that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of M&T BANK.

IN WITNESS MY Hand and Notarial Seal.

NOTARY PUBLIC (SEAL)

My Commission Expires:

EXHIBIT "A"

Parcel One

ALL THOSE two certain lots, pieces or parcels of land situate, lying and being in the City of Seaford, Seaford Hundred, Sussex County and State of Delaware and being know and designated as LOT NOS. 12 and 13 as designated upon a certain plot of LeCatea Park, in Seaford Hundred, Sussex County and State of Delaware, aa surveyed and mapped by W. H. Grahm, Surveyor, dated May 15, 1946, and now of record in the Office of the Recorder of Deeds at Georgetown, in Volume 310, page 595, and being more particularly described as follows, to wit:

BEGINNING at an iron pipe in the Northerly right-of-way line of "Middleford Road" and in line of lands now or formerly of E. E. Moore; thence by and with lands now or formerly of E. B. Moore, North 19° 08' 00" West 133.88 feet to a concrete monument lying on the bank of Williams Pond; thence continuing North 19° 00" West 3 feet more or less to the high water mark of Williams Pond; thence by and with the high water mark of Williams Pond in a northeasterly direction for such a distance aa will reach lands now or formerly of Marcin Swift and being known as Lot No. 14 as shown on a plot of LeCates Park; thence turning and running South 19° 08' 00" 8 feet more or less to the center of a concrete monument; thence continuing South 19° 08' 00" East 188.25 feet to a pipe in the Northerly right-of-way line of Middleford Road; thence turning and running by and with the Northerly right-of-way line of said Middleford Road South 69° 20' 20" West 120.20 feet to an iron pipe, the point and place of beginning.

The property being known as 908 Middleford Road, Seaford, Delaware and having a Tax Parcel No. 331-7.00-7.00.

Parcel Two

ALL that certain lot, piece and parcel of land, situate, lying and being in Seaford Hundred, Sussex County, State of Delaware, known and designated as Lot No. 14, in LeCates Park, and sore particularly described aa follows, to wit:

BEGINNING at an iron pipe located at the Northerly edge of the right of way line of County Road 535, said iron pipe being South 61 degrees 20 minutes West a distance of 1,686.9 feet from the point where the Northerly edge of the right of way line of County Road 535 intersects the centerline of Pine Cove Drive, thence South 68 degrees 20 minutes West along the Northerly edge of the right of way line of County Road 535, a distance of 62.10 feet to an iron pipe) thence North 20 degrees 29 minutes West along the dividing line of this lot and Lot No. 13, a distance of 167.70 feet to a concrete monument thence continuing North 20 degrees 29 minutes West, a distance of 9.00 feet more or less to the high water line of Williams Pond; thence proceeding in a Northeasterly direction by and with the high water line of Williams Pond, a distance of approximately 61.5 feet to a point; thence South 20 degrees 92 Minutes East a distance of approximately 12.00 feet to a concrete monument, said concrete monument being located North 75 degrees 21 minutes East a distance of 61.20 feet from the previously Mentioned concrete monument (tie line); thence continuing South 20 degrees 52 minutes East a distance of 180.20 feet to an iron pipe, said iron pipe being the place of beginning, said to contain 11.952 square feet of land, more or less, as surveyed by Thomas A. Temple, Jr., L.S. 262, July 8, 1963, a copy of said survey being attached hereto and made a part hereof.

The property being known as 912 Middleford Road, Seaford, Delaware and having a Tax Parcel No. 331-7.00-9.00.

Parcel One and Parcel Two being the property described in the deeds to Prudencio G. Rosas and Fe. L. Rosas recorded at the Recorder of Deeds in and for Sussex County at Book 1192 , page 186 and at Book 1030, Page 160 and divided and combined by the Subdivision Plan recorded at the Recorder of Deeds in and for Sussex County on May 1, 2007 at Book 112, page 349.

N.B.2
CLEAN COPY
5/9/19

Tax Parcel Nos.:
331-7.00-7.00
331-7.00-9.00

Record in Sussex County

Prepared By/Return To:
David V. Fontana, Esquire
Gebhardt & Smith LLP
1000 N. West Street, Suite 1200
Wilmington, DE 19801

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R9. The house located on the 912 MIDDLEFORD ROAD PROPERTY was previously condemned ("CONDEMNED BUILDING") and the CITY has issued a Demolition Order requiring the CONDEMNED BUILDING to be demolished.

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1. **Recitals.** The Recitals set forth above are true and accurate and are incorporated herein by reference as if fully set forth herein.
2. **Effective Date of Agreement.** This AGREEMENT shall only be effective and binding on the parties hereto if: (i) each of the parties hereto execute this AGREEMENT, and (ii) M&T purchases the PROPERTIES at a sheriff's sale in connection with the FORECLOSURE ACTION and a deed transferring title to the PROPERTIES to M&T or its subsidiary or affiliate is recorded at the Recorder of Deeds for Sussex County. This AGREEMENT, and the terms hereof, shall not be effective or binding on any of the parties hereto in the event that the PROPERTIES are sold to a third party other than M&T or a subsidiary or affiliate of M&T at a sheriff's sale in connection with the FORECLOSURE ACTION.
3. **Recordation in Land Records.** If this AGREEMENT is executed by the parties hereto and M&T or its subsidiary or affiliate obtains title to the PROPERTIES in connection with the FORECLOSURE ACTION, M&T shall be authorized to record this AGREEMENT at the Recorder of Deeds for Sussex County.
4. **Waiver of Installation of Entrance Prior to Transfer or Sale of Properties.** The CITY hereby waives any requirement in the SUBDIVISION PLAT or otherwise that requires the installation or construction of a combined access entrance at or on the PROPERTIES prior to the sale or transfer of title to the PROPERTIES to M&T or any subsidiary or affiliate of M&T in connection with the FORECLOSURE ACTION or to any subsequent purchaser who purchases the PROPERTIES from M&T or its subsidiary or affiliate.
5. **Certificate of Occupancy.** The CITY will not issue a certificate of occupancy for the PROPERTIES unless and until M&T or any subsequent owner of the PROPERTIES obtains land development approvals relating to an access entrance for the PROPERTIES from the appropriate agencies of the CITY and/or State of Delaware, Department of Transportation. Any subsequent owner of the PROPERTIES must obtain an entrance permit prior to construction of any access entrance at the PROPERTIES.
6. **Demolition of Condemned Building.** If M&T, or any subsidiary or affiliate of M&T, obtains title to the PROPERTIES in connection with the FORECLOSURE ACTION, M&T shall demolish the CONDEMNED BUILDING at its expense within six (6) months after the deed

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT under seal as of the date first written above.

[Signatures On Following Pages]

Signature Page to Development Agreement

WITNESS/ATTEST:

THE CITY OF SEAFORD

By: _____ (SEAL)
Name:
Title:

ACKNOWLEDGMENT

STATE OF DELAWARE, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2017, before me, the undersigned, a notary public of the jurisdiction aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____ of THE CITY OF SEAFORD, and who further acknowledged that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of THE CITY OF SEAFORD.

IN WITNESS MY Hand and Notarial Seal.

NOTARY PUBLIC (SEAL)

My Commission Expires:

Signature Page to Development Agreement

WITNESS/ATTEST:

M&T BANK

By: _____ (SEAL)
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

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NOTARY PUBLIC (SEAL)

My Commission Expires:

EXHIBIT "A"

Parcel One

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The property being known as 908 Middleford Road, Seaford, Delaware and having a Tax Parcel No. 331-7.00-7.00.

Parcel Two

ALL that certain lot, piece and parcel of land, situate, lying and being in Seaford Hundred, Sussex County, State of Delaware, known and designated as Lot No. 14, in LeCates Park, and sore particularly described aa follows, to wit:

BEGINNING at an iron pipe located at the Northerly edge of the right of way line of County Road 535, said iron pipe being South 61 degrees 20 minutes West a distance of 1,686.9 feet from the point where the Northerly edge of the right of way line of County Road 535 intersects the centerline of Pine Cove Drive, thence South 68 degrees 20 minutes West along the Northerly edge of the right of way line of County Road 535, a distance of 62.10 feet to an iron pipe) thence North 20 degrees 29 minutes West along the dividing line of this lot and Lot No. 13, a distance of 167.70 feet to a concrete monument thence continuing North 20 degrees 29 minutes West, a distance of 9.00 feet more or less to the high water line of Williams Pond; thence proceeding in a Northeasterly direction by and with the high water line of Williams Pond, a distance of approximately 61.5 feet to a point; thence South 20 degrees 92 Minutes East a distance of approximately 12.00 feet to a concrete monument, said concrete monument being located North 75 degrees 21 minutes East a distance of 61.20 feet from the previously Mentioned concrete monument (tie line); thence continuing South 20 degrees 52 minutes East a distance of 180.20 feet to an iron pipe, said iron pipe being the place of beginning, said to contain 11.952 square feet of land, more or less, as surveyed by Thomas A. Temple, Jr., L.S. 262, July 8, 1963, a copy of said survey being attached hereto and made a part hereof.

The property being known as 912 Middleford Road, Seaford, Delaware and having a Tax Parcel No. 331-7.00-9.00.

Parcel One and Parcel Two being the property described in the deeds to Prudencio G. Rosas and Fe. L. Rosas recorded at the Recorder of Deeds in and for Sussex County at Book 1192 , page 186 and at Book 1030, Page 160 and divided and combined by the Subdivision Plan recorded at the Recorder of Deeds in and for Sussex County on May 1, 2007 at Book 112, page 349.



May 5, 2017

Mrs. Tracy Tobert
Seaford Real Estate Office
414 High St.
Seaford, DE 19973

RE: Assessment Appeals 2017

Tracy,

I have reviewed two appeals presented at the last council meeting. I have carefully considered the appellants concerns and have conducted this review in light of those concerns.

Property No. 1 – 601 Rosemary Dr. PIDN 531-10.00-505.00 Acct # 6538

The basis of this complaint stemmed from the recent appraisal of the property for \$125,000 which is less than the current assessment. This was associated with a sale of the Property in 2014 for \$112,000 again much less than the current Assessment of \$195,000. After explaining that the recent sale or appraisal did not have any bearing on the current assessment which was done in 2007-2008. I agreed to review this assessment in light of other more time relevant sales in the area. My research revealed that there were two relevant sales of 'End' units similar to the subject which fully substantiate this assessment. 635 Rosemary Dr. sold in the period of the reassessment for \$195,278 and a more recent sale of an end unit at 649 Rosemary for \$200,736. Both sales fully support the subject assessment of \$195,500.

I agree that recent sales and other changes to the subject neighborhood would support a lowering of current assessments, unfortunately the subject assessment was made during a City-wide reassessment and to change this assessment introduce an inequitable condition.

Recommendation : No change due to conformance with current assessment of similar units.

Property No. 2 – 702 W. Ivy Dr. PIDN 531-10.18-27.00 Acct # 774

The owner was appealing the assessment of this vacant lot on the basis that it is low lying and tended to pond water during heavy rain. He provided photographic evidence of this condition to support his claim. Other than the ponding problem this lot is still usable as it adjoins his other property.

Recommendation : Reduce Lot Value 25% from \$65,000 to \$48,800.

Property No. 3 – W. Porter St. PIDN 531-13.06-47.00 & 47.02 Acct # 3696 & 3697

This appeal includes two vacant lots which were purchased for development in 2005 for \$284,900 or approximately \$142,450 each. These lots have never been developed and the owners feel that because of changes to their economic circumstance that the values should be reduced. Again, since the combined assessments of the two lots is below the combined sales price and because the sale occurred time relevant to the last reassessment I believe our hands are tied at this time.

Recommendation : No Change.

Property No. 4 – Sussex Hwy. PIDN 331-5.00-107.00 Acct # 3007

This appeal involves a commercial lot located along the west side of the South Bound Lane of Sussex Hwy. The site sold in May of 2006 for \$995,000 and re-sold in January 2013 for \$435,000. Having compared the current assessment with that of other commercial lots along both sides of Sussex Hwy it appears that the subject assessment of \$1,418,300 is generally in line with other values. Keep in mind that at the time of the reassessment it appeared that the general movement of commercial growth appeared to be trending toward the subject location. For example, a 4.07 acres parcel located just south of the subject sold in January, 2005 for \$1,000,000. Based upon this sale as well as the 2006 sale of the subject and having established a uniform valuation model for this site, I find that the assessment of the subject is in line with the current market data available at the time of the reassessment. Subsequent economic changes to the area would substantiate a lowering of values at this time however once again we are handcuffed by the values established during the 2008 reassessment.

Recommendation : No Change

Property No. 5 – 815 Norman Eskridge Hwy PIDN 331-5.00-80.00 Acct # 2069

This appeal involves a commercial property located along the south side of Norman Eskridge Hwy. The owner has based his appeal upon a supposed sale of the property in December 2013 for \$400,000. After a thorough search of Sussex County and City of Seaford records no such sale can be found. It was found that this property sold at that time for \$700,000. As such, I compared the subject assessment with that of the other properties located along Norman Eskridge near the subject. While the land assessment was found to be completely in line it appears that the improvements may have been overvalued. Therefore to bring the assessment of the subject structure more in line with that of the other units in the area, it was felt that the value of the structure should be lowered from \$489,800 to \$347,500 thus reducing the total assessment from \$855,700 to \$713,400.

Recommendation : Adjust structure values from \$489,700 to \$347,500

Property No. 6 – 239 N Conwell St. PIDN 431-4.00-84.00 Acct # 1700

This appeal involves a property currently owned by St. John's Church. The owners feel that the assessment of this site as a stand-alone property is too high. The property is improved with a 2 Sty Brick dwelling containing approximately 2,232 sf. The structure was built in 1952 and is presently assessed for \$174,300. Comparison of this value with other similar structure finds it to be completely in line. The problem lies with the value of the land portion of the property. The subject site is a portion of the overall St. John's Church property. It contains approximately 1.15 ac having approximately 345 ft of frontage along N. Conwell St. and approximately 150 ft of frontage on E. Poplar. The site had been valued as a part of the greater whole of the overall St. John's Property for \$250,000. Besides the 2 Sty Dwelling the property appears to have some paved parking area used by the Church. Most of the smaller lots across from the subject along N Conwell are valued around \$45,000. If the owner should wish to lower the assessment of the 2 Sty dwelling as a stand-alone unit then it would be necessary for them to subdivide the large lot to a smaller lot more consistent with the neighborhood. If such a course were pursued then the value of the Dwelling and smaller lot could be reduced to approximately \$225,000 depending upon the size and configuration of the subdivided lot. Until such time exists, it is not possible to adjust this value.

Recommendation: No Change at present time. Urge owner to subdivide property for future adjustment.

If you have any questions regarding his review, please do not hesitate to contact me.

Respectfully,



David R. Hickey
PTA/DelVal

Agenda
5/9/17

U.S. Department of Homeland Security
Region III
One Independence Mall, Sixth Floor
615 Chestnut Street
Philadelphia, PA 19106-4404



FEMA

N.B.4

March 27, 2017

Mr. Arthur Paul
State Hazard Mitigation Officer
Delaware Emergency Management Agency
165 Brick Store Landing Road
Smyrna, Delaware 19977

Dear Mr. Paul:

The Federal Emergency Management Agency (FEMA) has completed our review of the Sussex County Hazard Mitigation Plan, based on the standards contained in 44 Code of Federal Regulations (CFR), Part 201, as authorized by the Disaster Mitigation Act of 2000 (DMA2K). These criteria address the planning process, hazard identification and risk assessment, mitigation strategies and plan maintenance requirements.

The plan received a "satisfactory" rating for all required criteria and is approvable pending adoption. However prior to formal approval, each participating jurisdiction in Sussex County is required to provide FEMA with a resolution of adoption.

We commend you for your dedication demonstrated in supporting the DMA2K and Sussex County's commitment to reduce future disaster losses.

If you have questions, please contact Kathryn Lipiecki, Chief, Risk Analysis Branch, at (215) 931-5655.

Sincerely,

Eugene K. Gruber, P.E.
Director, Mitigation Division

Enclosure

cc: Joe Thomas, Director, Sussex County Emergency Operations Center

N.B.4
5/9/17

**RESOLUTION ADOPTING THE SUSSEX COUNTY MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN**

WHEREAS CITY OF SEAFORD, DE, has experienced natural hazards that result in public safety hazards and damage to private and public property;

WHEREAS the hazard mitigation planning process set forth by the State of Delaware and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk;

WHEREAS a *Hazard Mitigation Plan* has been developed by the Sussex County Mitigation Planning Committee and Working Group;

WHEREAS the *Hazard Mitigation Plan* includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

WHEREAS the draft plan was provided to each participating jurisdiction and was posted on the County Office of Emergency Management's website so as to introduce the planning concept and to solicit questions and comments; and to present the Plan and request comments, as required by law, and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the CITY OF SEAFORD, DE that the Sussex County Multi-Jurisdictional *Hazard Mitigation Plan*, as approved by the Delaware Emergency Management Agency and the Federal Emergency Management Agency on March 27, 2017 is hereby adopted as an official plan of CITY OF SEAFORD, DE;

ADOPTED on this 9TH DAY OF MAY, 2017.

David Genshaw, Mayor

Dan Henderson, Councilman

Leanne Phillips-Lowe, Councilwoman

H. William Mulvaney, III, Councilman

Grace Peterson, Councilwoman

Orlando Holland, Councilman

NBS
5/9/17

ORDINANCE #2017-01

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 11, of the Municipal Code of Seaford, Delaware relating to "SEWERS", in the manner following, to wit:

Chapter 11, of the Municipal Code of Seaford, Delaware is hereby amended by amending §11.6.5(E) *Local limits*, to read as shown on the following pages.

05/09/2017	Date of First Reading
	Date of Second Reading & Adoption
	Date of Advertisement
	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

ARTICLE 6 - INDUSTRIAL PRETREATMENT ORDINANCE

[Amended on ??/??/2017 by Ordinance #2017-01]

§11.6.5 Prohibited discharge standards.

E. Local limits:

The pollutant limits are established to protect against Pass Through and Interference. No person shall discharge non-domestic or industrial waste in excess of the 30-day average maximum allowable discharge limits *which are published in the current "City of Seaford Industrial Pretreatment Local Limits Table" as established by the City Council.*

Deleted: following

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... [1]

Parameter	30 day average (mg/l)
Arsenic	0.1759
BOD 5	350
Cadmium	0.1613
Chromium	4.2269
Copper	2.1744
Cyanide	2.8833
Lead	0.7621
Mercury	0.0794
Molybdenum	0.6303
Nickel	1.7568
Selenium	0.1234
Silver	2.3282
Zinc	8.0032