

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
May 22, 2018
SEAFORD CITY HALL - 414 HIGH STREET

6:00 P.M. - Mayor and City Council tour the Seaford Police Department Located at 300 Virginia Avenue.

- 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 - Negotiations; Personnel.
 - Approval of minutes of the regular meeting on May 8, 2018.
 - Approval of minutes of the Budget Workshop on May 1, 2018.

ALL ITEMS ON THIS AGENDA MAY OR MAY NOT BE VOTED ON.

Mayor David Genshaw to present the Mayor's Right Choice Award

CORRESPONDENCE:

- 1.

7:05 P. M. PUBLIC HEARING:

1. St. John's United Methodist Church, TMP # 431-4.00-84.00, are seeking a Subdivision to separate the Church Parsonage from the rest of the Church campus

NEW BUSINESS:

1. Mr. Eric Piner and Mr. Fred Pearson from PTA/DELVAL to present the tax appeal recommendations.
2. Bids - HVAC Maintenance.

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3. Mr. Charles Kistler, Executive Director of Help Initiative Delaware, to present a Memorandum of Understanding for the “Lights-On Seaford Strong” Campaign to increase residential security and public safety in targeted areas of the City of Seaford.
4. Present for approval a proposal to sell the Central Substation transformers and regulators.
5. Present for approval a grant agreement between the Division of Watershed Stewardship Department of Natural Resources and Environmental Control and the City of Seaford for the Municipal Separate Storm Sewer System (MS4) Program Development Inventory and Mapping.
6. Present for approval a Surface Water Matching Planning Grant to the City of Seaford for the Municipal Separate Storm Sewer System (MS4) Program Development Inventory and Mapping.
7. Present for approval an engineering agreement with George, Miles & Buhr for the MS4 Program Development, Inventory and Mapping.
8. Bids - Generator Maintenance.

OLD BUSINESS:

1. Presentation by Katie Hickey, Superintendent of Parks and Recreation, regarding Parks policy related to alcohol in City parks.
2. Present for approval a Special Event Permit for City Parks.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. National Public Works Week is May 21-25. Please thank your public works staff members for their important work.
2. Memorial Day Service at Kiwanis Park May 28; 11:00 a.m.
3. All City Offices & Utilities will be closed on Monday, May 28th for the Memorial Day holiday. If there is an emergency, please call 629-4550.

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May 22, 2018

4. 7:00 a.m. to 4:00 p.m. hours to start May 29, 2018 and run through August 31, 2018 for City Hall, Recreation Department and Utility Divisions.

COMMITTEE REPORTS:

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

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

EXECUTIVE SESSION:

Negotiations; Personnel.

Mayor Genshaw solicits a motion to adjourn the Executive Session.

Mayor Genshaw reopens the regular Council meeting.

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))

Date Posted: 5/15/18

Posted by: TNT

111 877
2-28-18

PTA Delval
P.O. Box 36404
Richmond, VA 23235
Email: ptadelval@gmail.com
Phone: 888-573-2776

City of Seaford
ATTN: Tracy Torbert
P.O. Box 1100
414 High Street
Seaford, DE 19973

RE: Appeal

May 1, 2018

Dear Ms. Torbert,

I have reviewed the Custer Ruley appeal and here are my findings:

Mr. Ruley's Comments: Dwelling needs new heating and roof, it's wet under the house, and he has an appraisal dated May 14, 2011.

My Answer: Seaford's last reassessment was in 2008. The Appraisal done by Stephen Huston in 2011 does not mention any condition of the roof, furnace, or any moisture. Also, the appraisal does not list any comparable property sales.

My recommendation: No value change. The dwelling on 810 Lantana Drive still has the same roof as it did in 2008 and the appraisal was done in May 2011; not in 2008.

It's truly a pleasure working with you and if there is anything we can assist you with further, please don't hesitate to give us a call or send us an email.

Sincerely,

Fred Pearson
kb

NB #2
5-22-18

MEMORANDUM

TO: Mayor and City Council

FR: Charles Anderson, CM 

RE: HVAC Maintenance

DT: May 8, 2018

The City received three bids for the above referenced solicitation. Please see the below table:

Bidder	2018	2019	2020
McCloskey Mechanical, Inc.	\$16,700.00	\$17,550.00	\$18,410.00
Electrical Automation Services	\$11,165.00	\$11,395.00	\$11,625.00
National HVAC Service	\$10,573.00	\$10,892.00	\$11,220.00

It is my recommendation that the bid be awarded to National HVAC Service, Ltd. This firm is the current vendor.

Should you have any questions, please contact me.

Thank you.

NB #3
5/22/18

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MEMORANDUM OF UNDERSTANDING), hereinafter referred to as the Memorandum, entered into on June 1, 2018 (effective date), by and between HELP Initiative, Inc. residing at 101 W. Loockerman, Suite 1B, Dover Delaware 19904, hereinafter referred to as the "First Party," and City of Seaford residing at 414 High Street, City Hall, Seaford DE 19973 hereinafter referred to as the "Second Party," and collectively known as the "Parties" for the purpose of establishing and achieving a Scope of Work relating to the Project named "Lights On Seaford Strong".

WHEREAS, the Parties desire to enter into the herein described agreement in which they shall work together to accomplish a common purpose and Scope of Work set forth;

AND WHEREAS, the Parties have a need to establish an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this project;

PURPOSE

The Parties to this Memorandum of Understanding intend to establish a mutual working relationship that would improve Public Safety in the geographical Target Areas as specified in Attachment "C" and provide energy efficient lighting measures and health and safety education for the residents of the City of Seaford.

SCOPE OF WORK

The Parties shall work together to carry out the Scope of Work as detailed in Attachment "A" Scope of Work.

FUNDING OBLIGATION

The City of Seaford shall fund the HELP Initiative for its Work, at rates specified in Attachment "B" Budget.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this Memorandum of Understanding Agreement that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to this project.

TIMELINE

The above outlined scope and objective shall be contingent on the Parties obtaining the necessary funds required for the project as described within any grant or business loan application, if any. Responsibilities under this Memorandum of Understanding may coincide with the grant period.

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period of six (6) months from the effective date and maybe extended upon written agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 30 days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

ARBITRATION/MEDIATION DISPUTE RESOLUTION

The Parties to this Memorandum of Understanding agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated to resolve any and all issues between the parties.

The parties agree that any claim or dispute that arises from this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction.

In the event that any court having jurisdiction should determine that any portion of this Agreement to be invalid or unenforceable, only that portion shall be deemed invalid and not effective, while the balance of this Agreement shall remain in full effect and enforceable. This Agreement shall be interpreted and governed by and in accordance with the Federal Arbitration Act 9 U.S.C. §1-16.

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Delaware.

SEVERABILITY CLAUSE

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

ENTIRE UNDERSTANDING

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this Memorandum of Understanding desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this Memorandum of Understanding.

This Agreement shall be signed by HELP Initiative, Inc. and the City of Seaford and shall be effective as of the date first written above.

(First Party Signature) _____ (Date) _____
HELP Initiative, Inc.

(Second Party Signature) _____ (Date) _____
City of Seaford

ATTACHMENT A: SCOPE OF WORK

Introduction:

The “*Lights-On Seaford Strong*” Campaign is planned to increase residential security and public safety in collaboration with the City of Seaford Police Department and Community Stakeholders. The Campaign will provide Dusk to Dawn Energy Efficiency LED lights for the front porches and Solar Powered LED Motion Flood lights for the back yard of those homes in the targeted area. This same initiative increased security and public awareness around concentrated areas of criminal activity within the Central Dover area.

Dover’s Chief of Police stated, “*I think that the Lights-On Dover Strong initiative has been a very positive move for the City of Dover. We have seen a tremendous decline in the amount of burglaries committed in 2017 and we credit this program and proactive policing. Overall the “Lights-On Dover Strong” initiative has made these neighborhoods a safer place to live.*”

Scope of Work:

The Parties to this Memorandum of Understanding have mutually acknowledged and agreed to the following activities to be performed by the HELP Initiative:

1. Establish Brand Awareness for Lights-On Seaford Strong Campaign
2. Develop and Implement Communication Protocols
3. Work with Supplier to procure and warehouse lighting measures
4. Develop and Implement an Outreach & Awareness Plan of Action
5. Establish and initiate Installation Scheduling Protocols
6. Install lighting measures and provide basic energy efficiency education
7. Establish Framework for Data Collection Methodology & Reporting Requirements
8. Input Client Data and establish data tracking systems
9. Measure Non-Energy Impacts
10. Complete client satisfaction surveys
11. Assemble & distribute collateral material for client education & referral purposes
12. Identify Student & Volunteer workforce and schedule installations by street & block area
13. Collaborate with community stakeholders to ensure residential engagement
14. Contribute to the awareness and registration of Smart911 Citizens & Facilities
15. Perform a “Lessons Learned” final report to City of Seaford

ATTACHMENT B: BUDGET

HELP Initiative will invoice the City of Seaford based on each fifty (50) homes completed with supporting client executed documentation for each home.

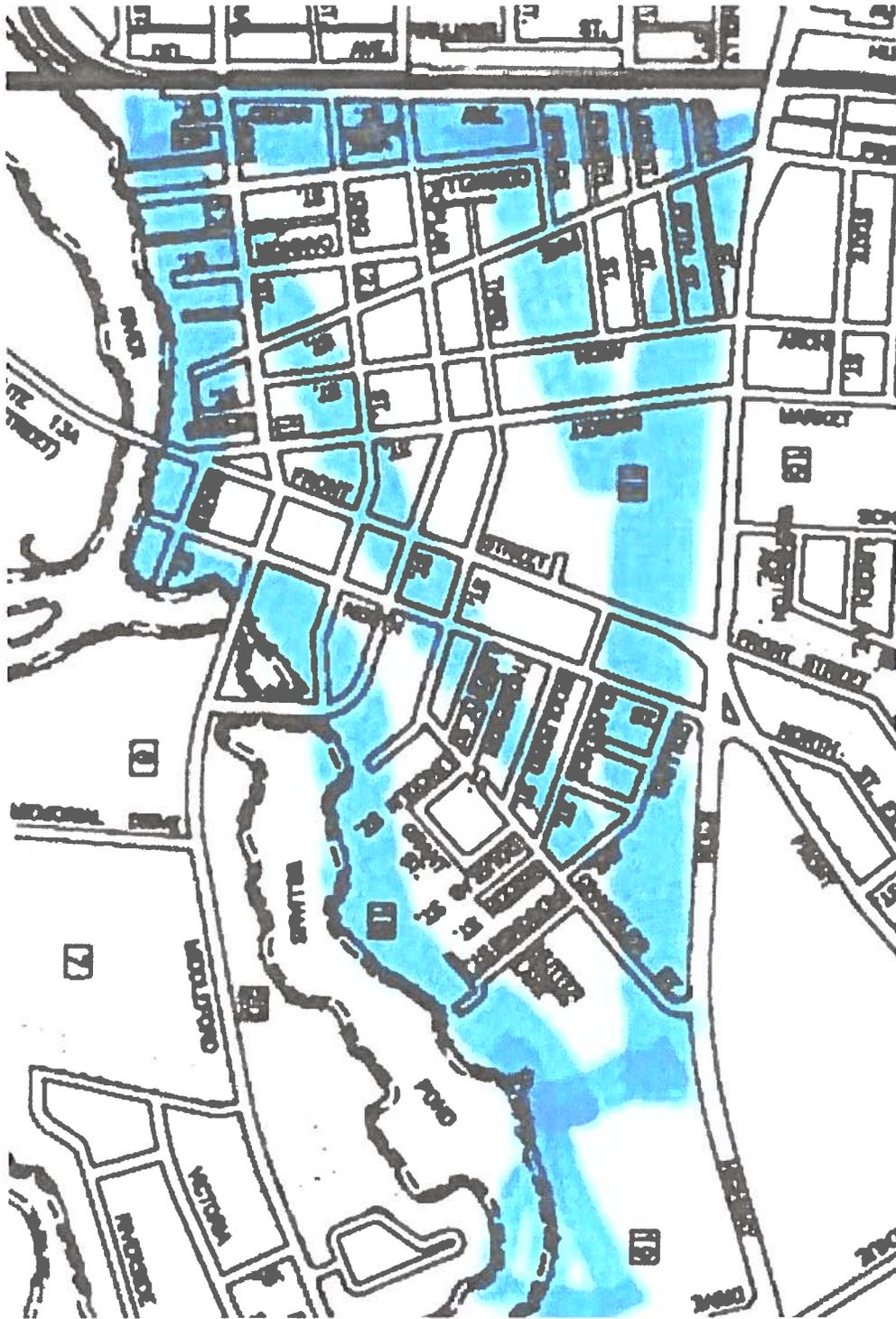
Services & Material Requirements	Unit Cost	Goal of clients served	Total funding
Installation of Front Porch LED light & Solar Flood Light for back yard	\$ 60.00	200	\$ 12,000.00
Dusk to Dawn Energy Efficiency LED lights	\$ 5.19	200	\$ 1,038.00
Solar Powered LED Motion Flood lights (300 Lumens)	\$ 10.97	175	\$ 1,919.75
Solar Powered LED Motion Flood Light (900 Lumens)	\$34.74	25	\$868.50
Light Switch Guard to prevent the switch from being turned off	\$1.54	200	\$ 308.00
Light Switch Plate Cover "Lights On" with arrow pointing up	\$0.37	200	\$74.00
Surveillance Sticker for Solar Powered LED Motion Flood Light	\$0.175	200	\$ 35.00
Door Hangers	\$ 0.25	200	\$ 50.00
Rock the Block Party (estimate provided by Habitat)	\$ 1200.00	Target Area	\$ 1,200.00
Total			\$17,493.25

Note:

(1) Delaware Municipal Electric Corporation (DEMEC) provides funding for energy efficiency & consumer education programs that should be considered to subsidize this Lights-On Seaford Strong Campaign.

(2) Solar Powered LED Motion Flood Lights (900 Lumens) installed because the PV collector needs to be removed or the level of light required to illuminate the area needs to be brighter.

ATTACHMENT C: TARGET AREA



ATTACHMENT D: MILESTONE SCHEDULE

<SEE ATTACHED FILE>



Client Satisfaction Survey - Lights-On Dover Strong Program

Your satisfaction is important to the success of the Lights-On Dover Strong Campaign and allows this program to make changes and improvements based on your comments and recommendations. Please take a few minutes and provide us with your feedback and suggestions. All your information is kept confidential.

	Disagree			Agree	
	1	2	3	4	5
The time frame that the Lights were installed was satisfactory.	<input type="radio"/>				
Program representatives handled themselves professionally.	<input type="radio"/>				
Lights-On objectives were properly explained during the introduction.	<input type="radio"/>				
The installation process was conducted to your satisfaction.	<input type="radio"/>				
Forms were explained and I could understand and complete them.	<input type="radio"/>				
Program awareness (door hangers, block party) was effective.	<input type="radio"/>				
I believe these lights will provide additional safety for my family.	<input type="radio"/>				
I believe this Program makes the Central Dover community safer.	<input type="radio"/>				
I believe this Program will reduce criminal activity in Central Dover.	<input type="radio"/>				
I believe this Program will help Police patrols reduce criminal activity.	<input type="radio"/>				
I believe this Program will help Neighborhood Watch Groups.	<input type="radio"/>				
I believe these lights will be more energy efficient and cost effective.	<input type="radio"/>				
This Program encourages me to recommend others to live here.	<input type="radio"/>				
I would recommend this Lights-On Program to others.	<input type="radio"/>				
This Program encourages me to get more community involved.	<input type="radio"/>				
Overall, I was satisfied with the lighting measures installed.	<input type="radio"/>				



- 1) Do you know or have you heard of the Sustainable Energy Utility? YES _____ NO _____
- 2) Do you think the City of Dover Police Department by supporting this Lights-On Program is taking the necessary steps to improve public safety in Central Dover? YES _____ NO _____
- 3) How else could the Police Department improve public safety in Central Dover? _____

- 4) What other programs could be offered by others to encourage community engagement? _____

- 5) Have you or a family member been a victim of a crime in the past year? YES _____ NO _____
- 6) Do you feel the Neighborhood Watch Groups are effective? YES _____ NO _____
Why? _____
- 7) Would you consider volunteering some personal time to improve community engagement within the Central Dover area? YES _____ NO _____
- 8) Do you feel more comfortable calling the police when you observe or suspect a crime is taking place? YES _____ NO _____
- 9) Do you think the relationship between police and the community has improved?
YES _____ NO _____ WHY? _____

- 10) Did signing the Pledge Form make you feel more responsible to act in the best interest of the community? YES _____ NO _____

Please provide any specific recommendations you may have about the Lights-On Dover Strong Campaign and any additional comments concerning the satisfaction survey response itself.

Name: _____ Address: _____

Phone: _____ Date: _____



PLEDGE FORM LIGHTS ON DOVER STRONG CAMPAIGN

I, _____ pledge to take-action to keep our neighborhood safe by keeping my porch / storefront lights ON overnight.

I, _____ pledge I will also:

- Report any suspicious or criminal activity to the Dover Police Department—
 - **302 736-7111** for non-emergencies
 - **911** for emergencies

- Ask my neighbors to keep their porch / storefront lights ON overnight

Print Name _____

Signature _____

Address _____

C. Anderson

From: Scott Lynch <slynch@demeinc.net>
Sent: Tuesday, May 15, 2018 4:12 PM
To: C. Anderson
Cc: jmerritt; Emily St. Clair
Subject: RE: Lights On Seaford Strong Campaign - MOU & Milestone Schedule

Good afternoon Charles,

Thank you for the email. I have reviewed the MOU and Milestone Schedule provided and I offer the following analysis.

MOU Evaluation for Green Energy Funding:

Below is the MOU Attachment B budget table. I have highlighted and numbered those items (1-4) that would be acceptable to fund using Seaford's Green Energy Funds. These items by their description meet the qualification as either renewable energy or energy efficiency technologies. DEMEC would agree that funding these 1-4 efforts using Seaford Green Energy Funds is acceptable under state code.

The remaining items 5-9 by their descriptions **do not** meet the renewable energy, energy efficiency, or demand side management criteria under state code and as such DEMEC would not recommend to Seaford to use its Green Energy Funds to support these specific services.

Services 1-4 total \$15,826.25. The remaining \$1,667, items 5-9, would need alternative funds to pay for these services.

Table 1: MOU Attachment B Budget

Item #	Services & Material Requirements	Unit Cost	Goal of clients served
1	Installation of Front Porch LED light & Solar Flood Light for back yard	\$60.00	200
2	Dusk to Dawn Energy Efficiency LED lights	\$5.19	200
3	Solar Powered LED Motion Flood lights (300 Lumens)	\$10.97	175
4	Solar Powered LED Motion Flood Light (900 Lumens)	\$34.74	25
5	Light Switch Guard to prevent the switch from being turned off	\$1.54	200
6	Light Switch Plate Cover "Lights On" with arrow pointing up	\$0.37	200
7	Surveillance Sticker for Solar Powered LED Motion Flood Light	\$0.18	200
8	Door Hangers	\$0.25	200

9	Rock the Block Party (estimate provided by Habitat)	\$1,200.00	Target Area
	Total		

City of Seaford Green Energy Fund Balance:

Seaford currently (as of 5/15/2018) has \$15,153.98 in its Green Energy Fund. This is a shortfall of \$672.27 to completely cover services 1-4.

Reimbursement Procedure:

1. The City of Seaford would be invoiced by the vendor for MOU Services and Seaford would pay the vendor directly.
2. Seaford would then generate an invoice and send it to DEMEC for reimbursement using Green Energy Funds. The invoice must detail the exact items for reimbursement. For example the invoice could detail the Service and Material Requirement information in Table 1 above for items 1-4.
3. DEMEC would review the invoice to ensure its details again meet the state code requirements for using Green Energy Funds.
4. If all Services and Materials on the invoice are deemed acceptable by DEMEC then DEMEC would cut a check for the full invoiced amount to Seaford. If some portion of the invoice did not meet the requirements of the Green Energy Fund then that portion of the invoice would be rejected and only those acceptable costs would be paid to the City of Seaford.

Thank you for letting DEMEC assist you in this determination. Feel free to contact DEMEC with any further questions.

Sincerely,

Scott V. Lynch, CEM
 Vice President, Asset Development
 Delaware Municipal Electric Corporation
 22 Artisan Drive
 Smyrna, DE 19977
 Phone: 302-653-2733
 Fax: 302-653-2734
 Web: www.demecinc.net

From: C. Anderson [mailto:canderson@seafordde.com]
 Sent: Tuesday, May 15, 2018 12:56 PM

NB # 4
5/22/18

MEMORANDUM

TO: Charles Anderson, City Manager

FR: Bill Bennett, Director of Electric

RE: Sale of Central Substation Transformers & Regulators

DT: 5/8/18

I received to proposals to purchase the old substation transformers and regulators out of Central Substation.

The first proposal is from Transformer Exchange for \$8,000 for (4) transformers and (3) regulators and they will prep and load the transformers.

The second proposal is from Solomon Corporation and they gave 2 prices, depending on if the transformers are wound with copper or aluminum. This won't be known until they get them to their shop and open them up.

If the windings are copper the prices are \$2,808 for the (3) regulators and the City loads the regulators and \$7,000 for the (4) transformers and the City has to pull the primary bushings, cap them and hire a crane to load the transformers on the vendors truck. This would be a total of \$9,808.

If the windings are aluminum the prices would be \$2,808 for the (3) regulators and the City would have to load the regulators and for the (4) transformers \$4,600 and the City would have to pull the primary bushings, cap them and hire a crane to load them on the vendors truck. This total would be \$7,408.

I would recommend selling the (4) transformers and (3) regulators to Transformer exchange for the amount of \$8,000 with as-is, where-is terms.

Thank you for your consideration and if you have any questions, contact me.

Waiver of Liability

The City of Seaford (“City”) has agreed to sell the Central Substation Transformers & Regulators to Transformer Exchange Inc. 9879 E. northern Sites, Traverse City, MI 49684.

This sale is considered to be “as-is, where-is” terms at their current location in Central Substation (200 Pine Street, Seaford, DE 19973). The electrical transformers contain oil that has been tested by the City and is known to contain the hazardous substance polychlorinated biphenyl (“PCB”). A copy of the test reports for the equipment are attached hereto and are made part of this agreement to notify the purchaser of the hazardous content of the materials purchased from the City.

Transformer Exchange agrees to indemnify, defend, and hold harmless the City and it’s officials, employees, agents and assigns from any and all liabilities, suits, claims, demands, actions, losses, damages, costs and expenses, including but not limited to reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, sanctions imposed by a court or any governmental body, interest and penalties (collectively, “Losses”) arising from the loss of life and/or injury or damage to persons or property whatsoever by reason of or in connection with Transformer Exchange transportation, use and/or disposal of the purchased equipment.

I, _____, on behalf of Transformer Exchange, agree to the terms and conditions of this waiver of liability.

Transformer Exchange

Date

NB #5
5-22-18

**GRANT AGREEMENT
BETWEEN
THE DIVISION OF WATERSHED STEWARDSHIP
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
AND
CITY OF SEAFORD
TITLED
CONTRACT FOR SUB-RECIPIENT PROFESSIONAL SERVICES
CITY OF SEAFORD –MS4 PROGRAM DEVELOPMENT,
INVENTORY, AND MAPPING
IN SUSSEX COUNTY, DELAWARE
EPA FEDERAL FUNDS
CBIGS 3.1**

THIS AGREEMENT (“Agreement”) is made as of _____, 20____ (“Effective Date”) by and between The State of Delaware, Delaware Department of Natural Resources, **Division of Watershed Stewardship** (“Grantor”), and the **City of Seaford** (“Grantee”).

W I T N E S S E T H :

WHEREAS, Grantor is charged with administering and granting funds from the Chesapeake Bay Signatory Implementation Grant (CBIGS) (FY 15-40348) to accomplish Delaware’s Chesapeake Bay Program Grant Work Plan (December 31, 2014 – December 30, 2020).

WHEREAS, Grantor is charged with implementing the Delaware Chesapeake Bay Program Grant Work Plan (December 31, 2014 – December 30, 2020).

WHEREAS, Grantor has resolved to Grant **Fifty Thousand Dollars (\$50,000)** to the Grantee in accordance with the terms and conditions of this Agreement and Attachments hereto.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Obligation(s) of Grantee.
 - (a) Grantee shall use the Grant Funds to carry out the development of a MS4 program, herein described and in the Attachment hereto as Appendix A:
 - (b) The Grantee must comply with the applicable Federal Terms and Conditions herein described and in the Attachment hereto as Appendix B:

- (c) The Grantee must comply with the applicable Environmental Protection Agency general terms and conditions as a sub-recipient as outlined by the EPA effective March 29, 2016 herein described and in the Attachment hereto as Appendix C:

Project Description:

The City of Seaford will utilize the Local Government Implementation Funding Grant to assist in their development of a MS4 Program Plan by conducting an Inventory and Mapping their existing stormwater infrastructure and identifying sites for future green stormwater retrofits.

This work will be delivered at a total cost of **One Hundred Thousand Dollars (\$100,000)**.

Scope of Work:

The project scope will consist of the following tasks:

The work shall consist of various tasks needed to plan for compliance with MS4 Permit requirements within the City of Seaford, anticipated as described following:

- 1) Stormwater Infrastructure Inventory and Mapping:
 - a) Outfall Reconnaissance Survey – All outfalls will be physically located in the field, photographed and georeferenced using GPS. An Outfall Inventory Data Sheet will be compiled for each outfall and populated through a review of archived drawings coupled with field verification. There are 28+- outfalls total to be surveyed and inventoried. Several of the outfalls will require access by boat for survey. The outfall survey and inventory will be performed by George, Miles & Buhr (GMB), the City's consulting engineering firm.
 - b) GIS Mapping – A database of linear assets will be created in GIS format based upon the ESRI Local Government Information Model framework. Features will be georeferenced using high resolution aerial imagery along with outfall field survey. Assets to be captured include storm drains, manholes, catch basins/inlets and outfalls. Attribute features will include pipe diameter, pipe material, rim and invert elevations, year built and attribute lineage. The source of the spatial data will be the existing analog storm drain system maps and CAD drawings. In addition, the Outfall Inventory Data Sheets will be attached to individual attributes of the GIS database. The GIS work will be performed by the Eastern Shore Regional GIS Cooperative (ESRGC) in affiliation with Salisbury University (SU). GMB will assist with the transfer of maps and drawings to ESRGC and overall coordination.
- 2) NOI and SWPP & MP – The City and GMB will work in conjunction with the Sussex County MS4 Consortium and the Sussex Conservation District (SCD) to develop a Notice of Intent (NOI) Application, Stormwater Pollution Prevention & Management

Plan (SWPP&MP) and strategy for implementation of the required Minimum Control Measures, in accordance with MS4 permit requirements and DNREC procedures.

3) Identification of SW Retrofit Opportunities – The project will include evaluation of relevant data (parcel/landowner, topography, land use, impervious surfaces, wetlands, etc.) to identify potential alternatives for stormwater retrofit projects. Preliminary discussions have revealed several opportunities including High St bump-out renovations, Conwell St shoreline stabilization/step pool, Little League park bioretention, Locust & Read intersection bioretention, Triangle Park and Riverwalk SW enhancements, among others. The potential projects will be prioritized by pollutant removal potential, cost, ease of implementation and other factors. Concept plans will be developed for the highest ranked projects.

- (d) Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Appendix A, Scope of Work; The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- (e) Grantee shall appoint a “Project Manager” or “Contact Person” who will oversee the completion of the Surface Water Matching Planning Grant Project and serve as a person of contact for Grantee in communications with Grantor. Grantee will notify Grantor of changes to the “Project Manager” or “Contact Person” within a reasonable time not to exceed thirty (30) days.
- (f) Grantee shall undertake to conduct and complete the Project in a professional and competent manner. Grantee shall take reasonable efforts to assure that the Project is in conformance with all pertinent federal, state, and local statutes, codes, ordinances, resolutions and other applicable regulations. Grantee shall solely bear the costs of permits and other relevant costs required in the performance of the Project.
- (g) Grantee shall provide the required matching funds in the amount of **Fifty Thousand Dollars (\$50,000)** toward the cost of development of the project as described in Appendix A.
- (h) Grantee shall keep accurate records of the expenditures of the grant funds. Appropriate internal control procedures should be established by the Grantee.
- (i) Grantee request for reimbursement of eligible expenses may be made as the work progresses, but not more frequently than one reimbursement request per month.
- (j) All documentation supporting the claim for reimbursement must be kept readily available for examination by the State. The financial records, including all documents to support entries on the accounting records and to substantiate charges for each project, shall be included as part of the required documentation. All such records shall be retained and available for inspection for a period of three years after final payment.

2. Obligations of Grantor; Disbursement & Limitation of Grant Funds.

- (a) Grantor shall serve as administrator of the Grant Funds under this Agreement. Grantor shall furnish Grant Funds to Grantee on a reimbursable basis. Upon incurring eligible expenses, Grantee shall complete and submit to Grantor, a “CBIGS Grant Reimbursement Request Form,” (“Reimbursement Request Form”) attached hereto.
- (b) Grantor shall reimburse Grantee within thirty (30) days of receipt of Grantee’s Reimbursement Request. If Grantor disputes a portion of a Reimbursement Request, Grantor agrees to pay the undisputed portion of the Reimbursement Request within thirty (30) days of receipt and to provide Grantee a detailed statement of Grantor’s position on the disputed portion of the Reimbursement Request within thirty (30) days of receipt.
- (c) Grantor shall not be obligated to reimburse Project costs incurred by Grantee on a date before a Purchase Order allocating the Grant Funds has been approved by the Delaware Department of Finance. Grantor shall notify Grantee within a reasonable time not to exceed fourteen (14) days of when the Purchase Order has been approved. Grantee shall be solely responsible for all costs and expenses incurred before a Purchase Order allocating the Grant Funds is approved. Grantor’s total liability that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Grantor’s Purchase Order.
- (d) Grantor’s obligation to reimburse Grantee will not exceed the total amount of Grant Funds **(\$50,000)** awarded to Grantee from the Chesapeake Bay Implementation Signatory Grant and authorized in the Purchase Order. Grantee is solely responsible for any and all costs or expenses incurred in excess of the Grant Funds awarded. Grantor is in no way liable for any such excess costs, fees or expenses.
- (e) Grantee shall submit its Final Reimbursement Request Form for all remaining “Eligible Project Costs,” along with its “Final Project Report,” within the grant timeframe. Any awarded Grant Funds remaining after Grantor has made its final reimbursement to Grantee shall be returned to the Chesapeake Bay Implementation Signatory Grant Account.
- (f) Grantor reserves the right to withhold disbursement of Grant Funds if Grantor determines, in its sole discretion, that Grantee’ performance or completion of the Project is in violation of any federal, state, or local law or rule; or creates a risk to the public health, safety or environment.
- (g) Grantor is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

3. Term.

- (a) This Agreement shall commence upon the execution of this Agreement by the parties, including the issuance of a Purchase Order allocating the Grant Funds, and shall continue until Grantor provides Grantee its final disbursement of Grant Funds due on Grantee's Final Reimbursement Request Form; or 1 year from the issuance of the purchase order, whichever occurs first. Any grant extension request by the Grantee must be in writing to the Grantor by November 1, 2018.
4. Independent Status. It is understood that Grantee is an independent entity, and is not an agent or employee of Grantor. Grantee shall complete the Project in its own manner and method. Grantee shall be solely responsible for, and shall indemnify, defend and save Grantor harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
5. Modifications. Grantee shall provide written notice to Grantor within a reasonable time not to exceed Thirty (30) days of planned changes or modifications which impact the scope, purpose, objectives, or nature of the Project for which the Grant Funds were awarded. If Grantor determines that the changes or modifications are of such significance as to no longer qualify the Project for Grant Funds, Grantor may terminate this Agreement in its discretion.
6. Assignment. Any attempt by Grantee to assign or otherwise transfer any interest in this Agreement without the prior written consent of Grantor shall be void.
7. Termination.
- (a) Grantor may, by written notice to Grantee, terminate this Agreement if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the State of Delaware or Grantor with a view toward securing a contract or securing favorable treatment with respect to the awarding of Grant Funds or making of any determinations with respect to the performance of this Agreement.
- (b) If sufficient funds are not appropriated by the Delaware General Assembly, or other appropriate federal or state agency, to sustain in whole or in part Grantor's performance under this Agreement; or if such appropriation is reduced such that the amount of the appropriation is insufficient to sustain said performance; this Agreement shall be null and void at the insistence of Grantor. Funds cannot be recalled or otherwise taken back once disbursed to Grantee.
- (c) Grantee acknowledges that Grantor has an obligation to ensure that public funds are not used to subsidize private discrimination. Grantee recognizes that if it refuses to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Grantor may declare Grantee in breach of this Agreement, terminate this Agreement, and designate Grantee as non-responsible.

(d) Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Grantor shall have the right to terminate this Agreement.

8. Indemnification. Grantee shall indemnify and hold harmless Grantor, the State of Delaware, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of Grantee, its agents or employees, or (B) Grantee's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) Grantee shall have been notified promptly in writing by Grantor of any notice of such claim; and (ii) Grantee shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9. Insurance.

(a) Grantee shall maintain the following insurance during the term of this Agreement or any extension thereto:

1. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, and
2. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, and
3. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate; or
4. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, or
5. Product Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, and
6. If required to transport state employees, Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

(b) Grantee shall provide Forty-Five (45) days written notice of cancellation or material change of any policies.

(c) Before any activity in furtherance of this Agreement is undertaken by Grantee, the Certificate of Insurance and/or copies of the insurance policies, referencing the Agreement Number stated herein, shall be filed with the State. The certificate holder is as follows: **DNREC, Division of Watershed Stewardship**.

(d) In no event shall the State of Delaware be named as an additional insured on any policy required under this Agreement.

10. Notices. All notices, reports or other written communication required or permitted herein shall be given in writing to the addresses set forth below:

If to Grantor:

Delaware Department of Natural Resources & Environmental Control
Division of Watershed Stewardship
Nonpoint Source Program
Attn: Jim Sullivan
100 W. Water Street, Suite 6B
Dover, DE 19904
Phone: (302) 739-9922

If to Grantee:

City of Seaford
Charles Anderson
City Manager
414 High Street
Seaford, DE 19973
Phone: (302) 629-9173

11. Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.
12. Entire Agreement; No Oral Modification. This Agreement constitutes the entire agreement pertaining to the subject matter hereof between Grantor and Grantee. Neither this Agreement nor any Appendix may be modified or amended except by the mutual written agreement of the parties. The provisions of this Agreement supersede all prior oral and written applications, quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Grantee consents to jurisdiction and venue in the State of Delaware.
14. Severability. If any term or provision of this Agreement shall be held illegal, invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Such term or provision held invalid shall be deemed modified to the extent necessary in the Court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be

construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

16. Surviving Clauses. The following clauses survive the termination of this Agreement: Section 8 "Indemnification;" Section 13 "Governing Law."

17. Miscellaneous Provisions.

(a) The rights and remedies of Grantor provided for in this Agreement are in addition to any other rights and remedies provided by law. Grantor and the State of Delaware do not waive its sovereign immunity by entering into this contract and fully retain all immunities and defenses provided by law with regard to any action based on this Agreement.

(b) Grantee will not use the State of Delaware's name or the Great Seal of the State of Delaware, either expressly or impliedly, in any of its advertising or soliciting materials without the State of Delaware's express written consent.

(c) Grantee certifies that the information reported herein is true, accurate and complete to the best of Grantee's knowledge based upon reasonable diligence of individuals with material knowledge of the Project. Grantee understands that these representations are made in support of claims for government funds.

[This section left intentionally blank, signatures follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**GRANTOR
STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL**

Witness: _____

Name: Shawn M. Garvin

Title: Secretary

Date: _____

Date: _____

**GRANTEE
CITY OF SEAFORD**

Witness: _____

Name: Charles Anderson

Title: City Manager

Date: _____

Date: _____

NB#6
5-22-18

**Surface Water Matching Planning Grant
to the
City of Seaford
for
MS4 Program Development, Inventory, and Mapping**

THIS GRANT AGREEMENT (“Agreement”) is made as of _____, 20____ (“Effective Date”) by and between The State of Delaware, Delaware Department of Natural Resources, **Division of Watershed Stewardship** (“Grantor”), and the **City of Seaford** (“Grantee”).

W I T N E S S E T H :

WHEREAS, Grantor is charged with administering and granting funds for the Water Infrastructure Advisory Council from the Non-Federal Administrative Account (NFAA) for Surface Water Planning Projects, pursuant to *Title 29 Del. C. § 8011* (“Water Infrastructure Advisory Council”).

WHEREAS, Grantee has made an application dated March 23, 2018 (“Application”) to Grantor for a Grant under the Surface Water Matching Planning Grant (SWMPG) Program, in an amount not to exceed **Fifty Thousand Dollars (\$50,000)**. The Grant funds shall be used by Grantee to carry out the City of Seaford –MS4 Program Development, Inventory and Mapping (“SWMPG Project”), as more completely described herein.

WHEREAS, Grantor, with consultation from the Water Infrastructure Advisory Council (“WIAC”), has (i) considered the Application under the criteria for the SWMPG Program, and (ii) resolved to Grant **Fifty Thousand Dollars (\$50,000)** to the Grantee in accordance with the terms and conditions of this Agreement and Attachments hereto.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Obligation(s) of Grantee.

- (a) Grantee shall use the Grant Funds to carry out the Surface Water Matching Planning Grant Project, herein described and in the Application and Attachments hereto as Appendix A:

Project Description:

The City of Seaford will utilize the Surface Water Matching Planning Grant to assist in their development of a MS4 Program Plan by conducting an Inventory and Mapping their existing stormwater infrastructure at an estimated cost of **One Hundred Thousand Dollars (\$100,000)**.

Scope of Work:

The work shall consist of various tasks needed to plan for compliance with MS4 Permit requirements within the City of Seaford, anticipated as described following:

- 1) Stormwater Infrastructure Inventory and Mapping:
 - a) Outfall Reconnaissance Survey – All outfalls will be physically located in the field, photographed and georeferenced using GPS. An Outfall Inventory Data Sheet will be compiled for each outfall and populated through a review of archived drawings coupled with field verification. There are 28+ outfalls total to be surveyed and inventoried. Several of the outfalls will require access by boat for survey. The outfall survey and inventory will be performed by George, Miles & Buhr (GMB), the City's consulting engineering firm.
 - b) GIS Mapping – A database of linear assets will be created in GIS format based upon the ESRI Local Government Information Model framework. Features will be georeferenced using high resolution aerial imagery along with outfall field survey. Assets to be captured include storm drains, manholes, catch basins/inlets and outfalls. Attribute features will include pipe diameter, pipe material, rim and invert elevations, year built and attribute lineage. The source of the spatial data will be the existing analog storm drain system maps and CAD drawings. In addition, the Outfall Inventory Data Sheets will be attached to individual attributes of the GIS database. The GIS work will be performed by the Eastern Shore Regional GIS Cooperative (ESRGC) in affiliation with Salisbury University (SU). GMB will assist with the transfer of maps and drawings to ESRGC and overall coordination.
- 2) NOI and SWPP & MP – The City and GMB will work in conjunction with the Sussex County MS4 Consortium and the Sussex Conservation District (SCD) to develop a Notice of Intent (NOI) Application, Stormwater Pollution Prevention & Management Plan (SWPP&MP) and strategy for implementation of the required Minimum Control Measures, in accordance with MS4 permit requirements and DNREC procedures.

- 3) Identification of SW Retrofit Opportunities – The project will include evaluation of relevant data (parcel/landowner, topography, land use, impervious surfaces, wetlands, etc.) to identify potential alternatives for stormwater retrofit projects. Preliminary discussions have revealed several opportunities including High St bump-out renovations, Conwell St shoreline stabilization/step pool, Little League park bioretention, Locust & Read intersection bioretention, Triangle Park and Riverwalk SW enhancements, among others. The potential projects will be prioritized by pollutant removal potential, cost, ease of implementation and other factors. Concept plans will be developed for the highest ranked projects.
- (b) Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Grantor’s Grant Application Instructions; and (c) Grantee’s Application for grant funds. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- (c) Grantee shall appoint a “Project Manager” or “Contact Person” who will oversee the completion of the Surface Water Matching Planning Grant Project and serve as a person of contact for Grantee in communications with Grantor. Grantee will notify Grantor of changes to the “Project Manager” or “Contact Person” within a reasonable time not to exceed thirty (30) days.
- (d) Grantee shall undertake to conduct and complete the Project in a professional and competent manner. Grantee shall take reasonable efforts to assure that the Project is in conformance with all pertinent federal, state, and local statutes, codes, ordinances, resolutions and other applicable regulations. Grantee shall solely bear the costs of permits and other relevant costs required in the performance of the Project.
- (e) Grantee shall provide the required matching funds in the amount of **Fifty Thousand Dollars (\$50,000)** toward the cost of development of the project as described in Appendix A.
- (f) Grantee shall keep accurate records of the expenditures of the grant funds. Appropriate internal control procedures should be established by the Grantee.
- (g) Grantee request for reimbursement of eligible expenses may be made as the work progresses, but not more frequently than one reimbursement request per month.
- (h) All documentation supporting the claim for reimbursement must be kept readily available for examination by the State. The financial records, including all documents to support entries on the accounting records and to substantiate charges for each

project, shall be included as part of the required documentation. All such records shall be retained and available for inspection for a period of three years after final payment.

2. Obligations of Grantor; Disbursement & Limitation of Grant Funds.

- (a) Grantor shall serve as administrator of the Grant Funds under this Agreement. Grantor shall furnish Grant Funds to Grantee on a reimbursable basis. Upon incurring eligible expenses, Grantee shall complete and submit to Grantor a “Surface Water Matching Planning Grant Reimbursement Request Form,” (“Reimbursement Request Form”) attached hereto.
- (b) Grantor shall reimburse Grantee within thirty (30) days of receipt of Grantee’s Reimbursement Request. If Grantor disputes a portion of a Reimbursement Request, Grantor agrees to pay the undisputed portion of the Reimbursement Request within thirty (30) days of receipt and to provide Grantee a detailed statement of Grantor’s position on the disputed portion of the Reimbursement Request within thirty (30) days of receipt.
- (c) Grantor shall not be obligated to reimburse Project costs incurred by Grantee on a date before a Purchase Order allocating the Grant Funds has been approved by the Delaware Department of Finance. Grantor shall notify Grantee within a reasonable time not to exceed fourteen (14) days of when the Purchase Order has been approved. Grantee shall be solely responsible for all costs and expenses incurred before a Purchase Order allocating the Grant Funds is approved. Grantor’s total liability that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Grantor’s Purchase Order.
- (d) Grantor’s obligation to reimburse Grantee will not exceed the total amount of Grant Funds **(\$50,000)** awarded to Grantee from the NFAA and authorized in the Purchase Order. Grantee is solely responsible for any and all costs or expenses incurred in excess of the Grant Funds awarded. Grantor is in no way liable for any such excess costs, fees or expenses.
- (e) Grantee shall submit its Final Reimbursement Request Form for all remaining “Eligible Project Costs,” along with its “Final Project Report,” within the grant timeframe. Any awarded Grant Funds remaining after Grantor has made its final reimbursement to Grantee shall be returned to the Non-Federal Administrative Account.
- (f) Grantor reserves the right to withhold disbursement of Grant Funds if Grantor determines, in its sole discretion, that Grantee’ performance or completion of the Project is in violation of any federal, state, or local law or rule; or creates a risk to the public health, safety or environment.

- (g) Grantor is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
3. Term. This Agreement shall commence upon the execution of this Agreement by the parties, including the issuance of a Purchase Order allocating the Grant Funds, and shall continue until Grantor provides Grantee its final disbursement of Grant Funds due on Grantee's Final Reimbursement Request Form; or for One (1) year from the date on the Purchase Order, whichever occurs first. Any grant extension request by the Grantee must be in writing. Grantee is allowed Two (2) grant extensions after the grant agreement project completion date, the total of which will not exceed Six (6) months.
4. Independent Status. It is understood that Grantee is an independent entity, and is not an agent or employee of Grantor. Grantee shall complete the Project in its own manner and method. Grantee shall be solely responsible for, and shall indemnify, defend and save Grantor harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
5. Modifications. Grantee shall provide written notice to Grantor within a reasonable time not to exceed Thirty (30) days of planned changes or modifications which impact the scope, purpose, objectives, or nature of the Project for which the Grant Funds were awarded. If Grantor determines that the changes or modifications are of such significance as to no longer qualify the Project for Grant Funds, Grantor may terminate this Agreement in its discretion.
6. Assignment. Any attempt by Grantee to assign or otherwise transfer any interest in this Agreement without the prior written consent of Grantor shall be void.
7. Termination.
- (a) Grantor may, by written notice to Grantee, terminate this Agreement if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the State of Delaware or Grantor with a view toward securing a contract or securing favorable treatment with respect to the awarding of Grant Funds or making of any determinations with respect to the performance of this Agreement.
- (b) If sufficient funds are not appropriated by the Delaware General Assembly, or other appropriate federal or state agency, to sustain in whole or in part Grantor's performance under this Agreement; or if such appropriation is reduced such that the amount of the appropriation is insufficient to sustain said performance; this Agreement shall be null and void at the insistence of Grantor. Funds cannot be recalled or otherwise taken back once disbursed to Grantee.

- (c) Grantee acknowledges that Grantor has an obligation to ensure that public funds are not used to subsidize private discrimination. Grantee recognizes that if it refuses to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Grantor may declare Grantee in breach of this Agreement, terminate this Agreement, and designate Grantee as non-responsible.
 - (d) Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Grantor shall have the right to terminate this Agreement.
8. Indemnification. Grantee shall indemnify and hold harmless Grantor, the State of Delaware, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of Grantee, its agents or employees, or (B) Grantee's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) Grantee shall have been notified promptly in writing by Grantor of any notice of such claim; and (ii) Grantee shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.
9. Insurance.
- (a) Grantee shall maintain the following insurance during the term of this Agreement or any extension thereto:
 - 1. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, and
 - 2. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, and
 - 3. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate; or
 - 4. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, or
 - 5. Product Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, and
 - 6. If required to transport state employees, Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each

person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

(b) Grantee shall provide Forty-Five (45) days written notice of cancellation or material change of any policies.

(c) Before any activity in furtherance of this Agreement is undertaken by Grantee, the Certificate of Insurance and/or copies of the insurance policies, referencing the Agreement Number stated herein, shall be filed with the State. The certificate holder is as follows: DNREC, Division of Watershed Stewardship.

(d) In no event shall the State of Delaware be named as an additional insured on any policy required under this Agreement.

10. Notices. All notices, reports or other written communication required or permitted herein shall be given in writing to the addresses set forth below:

If to Grantor:

Delaware Department of Natural Resources & Environmental Control
Division of Watershed Stewardship
Nonpoint Source Program
Attn: Jim Sullivan
100 W. Water Street, Suite 6B
Dover, DE 19904
Phone: (302) 739-9922

If to Grantee:

City of Seaford
Charles Anderson
City Manager
414 High Street
Seaford, DE 19973
Phone: (302) 629-9173

11. Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

12. Entire Agreement; No Oral Modification. This Agreement constitutes the entire agreement pertaining to the subject matter hereof between Grantor and Grantee. Neither this Agreement nor any Appendix may be modified or amended except by the mutual written agreement of the parties. The provisions of this Agreement supersede all prior oral and written applications, quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement. No

waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Grantee consents to jurisdiction and venue in the State of Delaware.
14. Severability. If any term or provision of this Agreement shall be held illegal, invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Such term or provision held invalid shall be deemed modified to the extent necessary in the Court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
15. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.
16. Surviving Clauses. The following clauses survive the termination of this Agreement: Section 8 "Indemnification;" Section 13 "Governing Law."
17. Miscellaneous Provisions.
 - (a) The rights and remedies of Grantor provided for in this Agreement are in addition to any other rights and remedies provided by law. Grantor and the State of Delaware do not waive its sovereign immunity by entering into this contract and fully retain all immunities and defenses provided by law with regard to any action based on this Agreement.
 - (b) Grantee will not use the State of Delaware's name or the Great Seal of the State of Delaware, either expressly or impliedly, in any of its advertising or soliciting materials without the State of Delaware's express written consent.
 - (c) Grantee certifies that the information reported herein is true, accurate and complete to the best of Grantee's knowledge based upon reasonable diligence of individuals with material knowledge of the Project. Grantee understands that these representations are made in support of claims for government funds.

[This section left intentionally blank, signatures follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**GRANTOR
STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL**

Witness: _____ Name: Shawn M. Garvin
Title: Secretary
Date: _____ Date: _____

**GRANTEE
CITY OF SEAFORD**

Witness: _____ Name: Charles Anderson
Title: City Manager
Date: _____ Date: _____

NO 17
10/10/18

■ ■ ■ ■

ARCHITECTS
ENGINEERS

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

SALISBURY
BALTIMORE
SEAFORD

www.gmbnet.com

■ ■ ■ ■

May 15, 2018

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

Attn: Charles D. Anderson
City Manager

Re: MS4 Program Development, Inventory and Mapping
Seaford, Delaware

Dear Mr. Anderson:

We are pleased to present this letter of agreement for professional engineering assistance in the development of initial year MS4 (Municipal Separate Storm Sewer Systems) program requirements, in accordance with grant applications filed with the Delaware Department of Natural Resources & Environmental Control (DNREC) under the Surface Water Matching Planning Grant (SWMPG) program and the Chesapeake Bay Signatory Implementation Grant (CBIGS) program.

SCOPE OF SERVICES:

We propose to perform various tasks needed to plan for compliance with MS4 Permit requirements within the City of Seaford, anticipated as described following:

1. Stormwater Infrastructure Inventory and Mapping:

- a. Outfall and Catch Basin Reconnaissance Survey – All outfalls and catch basins will be physically located in the field, photographed and georeferenced using GPS. An Inventory Data Sheet will be compiled for each outfall and catch basin and populated through a review of archived drawings coupled with field verification. There are 28+ outfalls and several hundred catch basins to be surveyed and inventoried. Several of the outfalls will require access by boat for survey. Field work will be a collaborative effort between GMB, ESRDC and Seaford Public Works to also serve as training for Public Work staff in field mapping to provide for improved GIS data accuracy and data maintenance.

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
DAVID A. VANDERBEEK, PE
ROLAND E. HOLLAND, PE
JASON M. LYTLE, PE
CHRIS B. DERBYSHIRE, PE
W. MARK GARDOCKY, PE
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALUSTER, PE

JOHN E. BURNSWORTH, PE
MICHAEL G. KOBIN, PE
VINCENT A. LUCIANI, PE
ANDREW J. LYONS, JR., PE
W. NICHOLAS LLOYD
AUTUMN J. WILLIS

- b. GIS Mapping – A database of linear assets will be created in GIS format based upon the ESRI Local Government Information Model framework. Features will be georeferenced using high resolution aerial imagery along with outfall field survey. Assets to be captured include storm drains, manholes, catch basins/inlets and outfalls. Attribute features will include pipe diameter, pipe material, rim and invert elevations, year built and attribute lineage. The source of the spatial data will be the existing analog storm drain system maps and CAD drawings. In addition, the Outfall Inventory Data Sheets will be attached to individual attributes of the GIS database. The GIS work will be performed by the Eastern Shore Regional GIS Cooperative (ESRGC) in affiliation with Salisbury University (SU). GMB will assist with the transfer of maps and drawings to ESRGC and overall coordination.
2. NOI and SWPP & MP – GMB and the City of Seaford will work in conjunction with the Sussex County MS4 Consortium and the Sussex Conservation District to develop a Notice of Intent (NOI) Application, Stormwater Pollution Prevention & Management Plan (SWPP&MP) and strategy for implementation of the required Minimum Control Measures, in accordance with MS4 permit requirements and DNREC procedures.
3. Identification of SW Retrofit Opportunities – We propose to evaluate relevant data (parcel/landowner, topography, land use, impervious surfaces, wetlands, etc.) to identify potential alternatives for stormwater retrofit projects. Preliminary discussions have revealed several opportunities including High St bump-out renovations, Conwell St shoreline stabilization/step pool, Little League park bioretention, Locust & Read intersection bioretention, Triangle Park and Riverwalk SW enhancements, among others. The potential projects will be prioritized by pollutant removal potential, cost, ease of implementation and other factors. Concept plans will be developed for the highest ranked projects (subject to availability of remaining grant funds).

SCHEDULE:

We propose to begin this project immediately upon our receipt of this signed proposal. The work will be done over the course of one year in accordance with the grant conditions.

FEE:

We propose to provide the indicated scope of work on a Cost Plus Fixed Fee basis per our standard practice and in accordance with the following budget:

Total Available Grant Funds	\$100,000.00
ESRGC Budget-	\$ 10,000.00
GMB Budget -	\$ 90,000.00

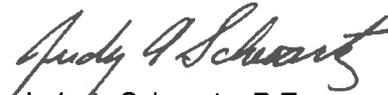
Billings will be submitted monthly as the work is completed. Attached are GMB's Standard General Conditions effective July 1, 2015 which will apply to this contract. Note that the work performed by ESRGC will be performed under separate contract with the City of Seaford.

If this proposal meets with your approval, please execute in the space provided below and return one (1) copy to our office as acceptance and notification to proceed.

If you have any questions, do not hesitate to contact me.

Sincerely,

George, Miles & Buhr, LLC



Judy A. Schwartz, P.E.
Project Director

JAS/klm

Enclosure

ACCEPTED FOR CITY OF SEAFORD:

By: _____

Title: _____

Date: _____



GEORGE, MILES & BUHR, LLC

GENERAL CONDITIONS

(Effective July 1, 2015)

AGREEMENT

The term "Agreement" refers to the undertaking by George, Miles & Buhr, LLC ("GMB") to perform Services described in the attached Proposal and these General Conditions. The Agreement shall become effective upon acceptance by Client of the attached Proposal and General Conditions, which when acknowledged in writing, are authorization to proceed. The Agreement is between Client and GMB, and their respective partners, divisions, affiliates, members, successors and assigns, both of whom promise not to transfer or assign any interest in the Agreement without the other party's written consent. The Agreement supersedes all prior written proposals or negotiations and is conditioned upon Client's acceptance of these General Conditions. No modification of the terms of the Agreement or General Conditions shall be valid unless authorized in writing by both parties. If additional services are required by Client, GMB will provide the services when authorized in writing and documented to do so by Client.

FEES, RETAINER

Any estimate of the fees and expenses that GMB expects to incur in providing Client with services outlined in the attached Proposal is not a maximum or lump sum fee. Client understands and agrees that the final billing may be more or less than the estimate. Fees for services will be adjusted if there are changes to the scope or schedule, as defined in the Proposal including supporting drawings, schedules and exhibits. If GMB does not have an established relationship with the Client, a retainer will be requested approximating the value of services for a minimum of sixty (60) days and will be credited to the final invoice. A Schedule of Hourly Rates & Expenses is attached to and incorporated as part of the Proposal. Unless otherwise noted, all proposals are valid for a period of 90 days from the date of the proposal.

INVOICES

Invoices are due upon receipt. If an invoice is outstanding beyond thirty (30) days of the invoice date, interest will be charged at a rate of one percent (1%) per month and GMB reserves the right to stop providing services and to withdraw all permit applications. Further, if GMB has to refer any delinquent billing to an attorney for collection, Client agrees to pay GMB its reasonable attorney's fees and expenses of collection, to include, without limitation, all litigation related expenses and expert witness fees, plus 25%.

EXPENSES

Client agrees to pay GMB for internal expenses in accord with Schedule of Hourly Rates and Expenses charged for those items that are specific to the project, including, but not limited to, subcontracted consultants, permit fees, reproduction expenses, renderings, models, etc. GMB will invoice external expenses at cost plus 10%.

LIABILITY & CLAIMS

Client agrees to limit GMB's liability related to errors and omissions to an amount not to exceed the total fee for the project or GMB's available liability insurance coverage for that year, whichever is less. GMB will not be responsible for any liabilities arising from Client's negligent acts or errors, or from any entity whose conduct is not subject to GMB's control.

Client acknowledges the inherent risks associated with construction. GMB will provide services with a standard of care exercised by licensed architects and engineers. At least 30 days prior to making any claim against GMB, Client agrees to give GMB a Certificate of Merit issued by an architect or engineer, licensed by an architect or engineer, licensed by the state in which the project is located, specifically describing every error or omission which the issuer believes to

be a violation of the standard of care. If Client makes a claim or brings legal action against GMB for any services under this Agreement, and fails to prevail, Client agrees to pay all legal and other expenses incurred by GMB in its defense, including, but not limited to, attorney's fees, court costs, expert witness fees, etc.

INSTRUMENTS OF SERVICE

All work products, including those in electronic form, prepared by GMB and GMB's consultants are Instruments of Service for use solely with respect to this project. The Client shall be permitted to authorize Contractor, Subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to GMB and GMB's consultants. No alterations shall be made to the Instruments of Service by the Client and/or any representative of the Client without the written permission of GMB and GMB's consultants. Copies of electronic media, if requested and approved, will be invoiced to the Client and due upon receipt.

APPROVALS

GMB has no control over governments and their agencies in granting approvals. Therefore, GMB cannot guarantee the timeframe for, or the cost of services incidental to, obtaining approvals from governments or governmental agencies. If the type or level of services as originally defined are revised or changed during our assignment, the fee for our services from that point forward will be subject to negotiation.

TERMINATION/SUSPENSION OF WORK

Client or GMB each may terminate the Agreement with fifteen (15) calendar days written notice; Client agrees to pay for all services provided by GMB up to the date of termination. Project delays and suspension of the project for more than 30 days, may result in additional cost to resume work. Client agrees to pay such costs before work resumes if said delays are attributable to the Client.

CONSTRUCTION SAFETY

Client agrees to require general or subcontractor to indemnify, defend and hold GMB harmless against claims arising from unsafe site conditions.

CONSTRUCTION ESTIMATES

GMB has no control over the cost of labor, materials, equipment and services provided by others or over the contractor's methods of determining prices and does not warrant or guarantee construction estimates.

CONSTRUCTION SCHEDULES

GMB has no control over the means, methods and techniques of construction employed by contractors, the timing of government approvals or the delivery of materials and equipment. The Client agrees that any construction schedule prepared by GMB is approximate and will not be the basis for a claim.

HAZARDOUS MATERIALS

Client agrees to defend, indemnify and hold GMB harmless for any and all liabilities, claims, costs and expenses, including, but not limited to, litigation expenses, attorney's fees, and expert witness fees, which relate in any way to the presence of any hazardous or toxic materials on the project.

GOVERNING LAWS; VENUE

The Agreement shall be interpreted in accordance with the laws of the State of Maryland. The venue for any dispute arising out of the Agreement shall be, at the sole discretion of GMB, the Circuit Court for Wicomico County, Maryland or the federal courts within the State of Maryland.

MEMO
5/17/18

MEMORANDUM

TO: Charles Anderson, CM

FR: Berley Mears, Director of Public Works

RE: Generator Maintenance Bid

DT: May 17, 2018

The City received four bids for the above referenced bid. Please see the below table:

Bidder	Total Base Bid	Reg. Hr. Rate
Fidelity Power	\$3,959.00	\$115.00
Premium Power Services, LLC	\$4,025.14	\$89.00
Greentech Fuel Management	\$6,450.00	\$100.00
Alban Cat	\$6,920.00	\$142.00

The lowest base bidder has a higher Regular Hourly Rate for service calls than the second lowest base bidder. With this I wanted to analyze how many service call hours were required over the last two-year contract period. I calculated \$9,033.47 worth of service calls containing approximately 18 hours of regular hourly rates. If I use this number (18) to project this contract period it would come out to a savings of \$401.86 even after the additional \$66.14 was paid to the second lowest bidder versus the lowest bidder.

With the above information it is my recommendation that the bid be awarded to Premium Power Services, LLC in the amount of \$4,025.14 which is the second lowest bidder. Premium Power Services is our current contractor and I have been very pleased with both their service and response times for service.

Please present this information to Mayor and Council at their May 22, 2018 meeting for their consideration.