

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
May 23, 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.
 - Executive Session - Personnel
 - Changes to agenda for this meeting.
 - Approval of minutes of the regular meeting on May 9, 2017.

Mayor David Genshaw to present Mayor's Right Choice Award

CORRESPONDENCE:

1.

NEW BUSINESS:

1. Hans Medlarz, Sussex County Engineer to present Inland Bays Regional Wastewater Facility Biosolids Handling Agreement for City of Seaford with Sussex County.
2. Charles Anderson, ACM to present request to add lighting to pickle ball courts, install new lighting on the tennis courts and approve Seaford School District obtaining funding with dedication back to City of Seaford.
3. Present the Workplace Safety Employer's Workplace Health and Safety Incentive Program earning a premium reduction on our worker's compensation insurance renewal. Also share the Delaware Insurance Department Certificate of Award for 15 years of participation in the program.
4. Present the Economic Development recommendation on the potential sale of City owned lot, SCTM #531-10.00-236.00, located at the corner of Park Avenue and Nesbitt Drive in the Seaford Industrial Park.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

May 23, 2017

OLD BUSINESS:

1. Present as the second reading of an ordinance to amend Chapter 11, of the Municipal Code of Seaford, Delaware relating to "SEWERS" and request adoption.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. DE League of Local Govts, Duncan Center, Dover, 5:30 p.m., May 25th.
2. FY18 Budget Workshop, City Hall, Council Chambers, May 30th, 6 p.m.
3. DEMEC, Dover Downs, Dover, 4 p.m., June 6th, 3rd Annual Joint Council Briefing.

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 go into an Executive Session for the purpose of discussing personnel.

EXECUTIVE SESSION:

1. Personnel

Mayor Genshaw reopens the Regular Council meeting.

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

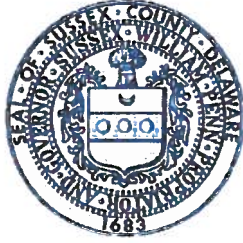
NOTE: Agenda shall be subject to change to include or delete Additional items (including executive session) which arise at the time of the meeting. (29 Del. C. S1004 (e) (3))

Posted

Website - TNT 5/15/17 @ 4:45 p.m.

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

N.B. 1
5-23-17

May 17, 2017

Mr. David Genshaw
City of Seaford
P.O. Box 1100
Seaford, DE 19973

**RE: BIOSOLIDS HANDLING AGREEMENT
CITY OF SEAFORD
FILE NO. OM 14.15**

Dear Mr. Genshaw:

Please find two (2) copies of the Biosolids Handling Agreement between Sussex County and the City of Seaford enclosed for your signature. Please return one (1) signed copy to my attention and keep one (1) for your records.

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

Sincerely,

SUSSEX COUNTY ENGINEERING DEPARTMENT

Kaycee Widen
Contracts Administrator

Enclosures



**BIOSOLIDS HANDLING AGREEMENT BETWEEN SUSSEX COUNTY
AND CITY OF SEAFORD**

THIS AGREEMENT (the "Agreement"), made this 16th day of May 2017 ("Effective Date"), by and between **Sussex County** (the "County") and **City of Seaford ("COS")**.

WITNESSETH:

WHEREAS, the County owns a wastewater treatment facility known as the Inland Bays Regional Wastewater Facility ("IBRWF"); and

WHEREAS, the County intends to construct a Class A biosolids treatment facility at the IBRWF ("Biosolids Facility"); and

WHEREAS, once the IBRWF Biosolids Facility is complete, COS desires to dispose of its biosolids produced at the COS wastewater treatment facility located on 400 Nanticoke Avenue in Seaford, Delaware at the Biosolids Facility for treatment and disposal.

NOW, THEREFORE, in consideration of the mutual covenants and other consideration contained herein, the sufficiency of such consideration being hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** The parties agree to the following definitions for the purposes of this Agreement:
 - a) **Treatment:** shall mean those processes as are necessary to provide a Class A biosolids that can be land applied or otherwise beneficially used by the County in compliance with future Limited Distribution Permit(s) to be issued by the State of Delaware.
 - b) **Biosolids:** shall mean the sludges generated by biological treatment of wastewater that is not recycled back to the biological facility. Class A biosolids are those wastewater sludges that meet the pathogen control requirements of 40 CFR 503.32(a). Class B biosolids are those wastewater sludges that meet the pathogen control requirements of 40 CFR 503.32(b).

2. **Term.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall remain in effect for twenty (20) years from the Effective Date, unless earlier terminated for default as provided herein or terminated by thirty (30) days' written notice by either party for any reason. The County shall give notice on the date that the County is ready and able to accept biosolids from COS, but due to factors outside of its control, the County will not commit to a firm date for opening the Biosolids Facility for operation. The County estimates that it will be ready and able to start accepting biosolids at the IBRWF by January 1, 2019. Until the opening date of the Biosolids Facility, COS will maintain the current composting operation.

3. **Transportation.** The County agrees to transport the biosolids from the City of Seaford to the Biosolids Facility via roll on – roll off container truck. In order to initiate transport, COS shall send electronic notice to the County's staff member(s) designated to receive orders at the Biosolids Facility. Within three (3) business days after receipt, the County shall send a truck to the COS treatment facility. Once placed in the container, the biosolids become the responsibility of the County to transport. In its sole discretion and based on an economic evaluation, the County may elect to subcontract transportation services, with sixty (60) days' written notice to COS. Upon written notice from the County, the costs related to this subcontract shall be charged to COS through a revised rate that covers the direct costs of the subcontract plus five percent (5%) for the County's administrative expenses. This fee shall be substituted for the payment provisions related to the transportation costs in Section 5 of this Agreement. The County shall comply with its procurement requirements to select a subcontractor.

4. **Treatment.** The County agrees to accept for further treatment up to four hundred (400) dry tons per year of dewatered biosolids with a minimum 16% solids content up to a maximum of 24% solids content, provided that the County reserves the right to refuse any truckloads of biosolids that exceed the concentrations of parameters set forth in Exhibit A which is attached and incorporated by reference herein. The County reserves the right to refuse truckloads that are not within the mandatory range of 16% to 24% solids content. The biosolids provided by COS shall primarily consist of Class B biosolids, but a portion of the delivery may also contain primary sludge. The operation and maintenance of facilities not owned by the County and before the point of acceptance by the County, will be responsibility of COS. Upon written request

from COS, the County shall grant an additional allowance of one hundred (100) dry tons of biosolids per year, for a total of five hundred (500) dry tons per year.

5. **Payment.** The County shall invoice COS on a quarterly basis for the biosolids treatment and transportation charges incurred in the previous quarter in accordance with below.

- (a) The transportation fee will be initially one dollar (\$1.00) per mile for the first calendar year of the Biosolids Facility operations, which shall begin on the date that COS begins sending biosolids to the IBRWF. The one-way mileage of twenty-six (26) miles, from facility to facility, will be used for this and all mileage calculations. At the end of the first calendar year, the actual transportation cost covering fuel, vehicle maintenance, equipment depreciation, and personnel time will be calculated annually based upon actual miles traveled by the County's truck in the process of picking up biosolids for all associated facilities. At the end of the first calendar year under full operation, the County will calculate the actual transportation cost per mile and invoice COS based on the actual mileage rate for the second year. The transportation rate subsequently shall be revised annually for the years remaining in this Agreement.
- (b) The treatment fee will be three hundred dollars (\$300.00) per dry ton during the first calendar year which shall begin on the date that COS begins sending biosolids to the IBRWF. At the end of the first calendar year, the County will calculate the previous year's maintenance and operation expenses of handling, treating and disposing of each dry ton in its Biosolids Facility and will submit a revised rate to COS that shall become applicable in the following calendar year. The annually revised rate will be set on this same day each year based upon the overall costs of maintenance and operations at the Biosolids Facility during the previous calendar year divided by the number of total of dry tons processed during the previous calendar year. Thus, beginning on January 1st of the second year after COS biosolids are accepted at the IBRWF Biosolids Facility, COS will pay for the dry tons sent to the Biosolids Facility based on a dry ton rate which will be revised annually for the years remaining in this Agreement.
- (c) COS shall pay any invoice within forty-five (45) days of the mailing date. Late payments shall be assessed a one percent (1%) late fee,

compounded monthly and shall be considered a breach of this Agreement as long as the payments remain outstanding.

6. Biosolids Standards. Prior to commencement of transfers to the Biosolids Facility, COS shall ensure that all biosolids meet the requirements of the standards set forth in Exhibit A. If necessary, COS agrees to revise its industrial pretreatment permit(s) in order to meet said standards prior to releasing biosolids to the Biosolids Facility.

7. Calculation of Dry Tons. The solids content of each truckload of dewatered Class B biosolids received from COS shall be determined as follows: 1) the County will weigh the truckload received from COS at its Biosolids Facility on its calibrated IBRWF scales; and 2) the County will take a grab sample from each truck and test it in order to determine the moisture content. The equation of $NET\ WEIGHT \times \% \text{ SOLIDS} \times .01 = DRY\ TONS$ will be used for this calculation.

The weight of the entire truckload will be deemed to have that same percentage as determined in the sample results. A receipt for each delivery noting the results of the weighing and sampling will be provided to COS within a reasonable timeframe after delivery of each load. COS may send a representative to observe any of these steps, in its discretion.

8. Termination.

(a) Should COS breach or fail to comply with any of the provisions of the Agreement, the County may in writing order COS to remedy such breach. COS shall cure said breach or failure to comply within thirty (30) days from receipt of notice from the County. In the event that the breach or failure to comply is not capable of correction within thirty (30) days, then COS must inform County of such fact and County will determine a reasonable time to cure. In the event that COS does not cure within thirty (30) days or the time designated by the County, whichever time period is applicable, this Agreement may be terminated immediately upon County's written notice of such termination. Any costs or expenses that the County incurs as the result of COS's breach of this Agreement shall be reimbursed to the County within thirty days of sending a detailed invoice. The remedies of this Agreement for default by the breaching party shall be cumulative and not limited to the provisions contained in this Agreement but shall include all other remedies available to it at law or in equity.

(b) Should the County breach or fail to comply with any of the provisions of the Agreement, COS may in writing order the County to remedy such breach. The County shall cure said breach or failure to comply within thirty (30) days from receipt of notice from COS. In the event that the breach or failure to comply is not capable of correction within thirty (30) days, then the County must inform COS of such fact and COS will determine a reasonable time to cure. In the event that the County does not cure within thirty (30) days or the time designated by COS, whichever time period is applicable, this Agreement may be terminated immediately upon COS's written notice of such termination. Any costs or expenses that COS incurs as the result of the County's breach of this Agreement shall be reimbursed to COS by the County within thirty days of sending a detailed invoice. The remedies of this Agreement for default by the breaching party shall be cumulative and not limited to the provisions contained in this Agreement but shall include all other remedies available to it at law or in equity.

9. Inspection of Records. With at least three business days' written notice, each party hereto, by a duly authorized representative, shall have the right at any time during business hours to inspect the books and records of the other party to the extent necessary to ascertain the accuracy of any information used in the calculations of the payments to be made under this Agreement, including but not limited to, the transportation and treatment charges.

10. Permit Compliance. The County will immediately notify COS if permit compliance issues are experienced at the IBRWF facility as a result of the biosolids sent to IBRWF by COS. The County shall provide notice of any compliance issues in writing to COS. Upon receipt of the notice, COS will take immediate steps to remedy the issues. If COS is unable to immediately correct such compliance issues, COS shall make verbal contact with the County and shall submit a written plan of correction to the County for approval within a reasonable timeframe, as determined by the County, from discovery of the compliance issue and/or receipt of the County's notice, whichever first occurred. Failure of COS to comply with a correction plan shall constitute a default of this Agreement and shall be a basis to terminate the Agreement in accordance with Section 8.

11. Compliance with Applicable Laws. The parties agree to comply with all applicable permits, statutes, ordinances, rules, orders, policies, regulations and requirements of the Federal, State, County and City Governments and any and all Courts, Departments and Bureaus that may apply to this Agreement. Further, COS

agrees to comply with any reasonable instructions of the County with regard to the preparation of its biosolids to the County for transport.

12. Assignment. COS shall not assign or transfer any interest in this Agreement to any entity(s) or person(s) whatsoever without first receiving the County's written consent.

13. Notice. Any notice provided for herein, unless otherwise noted, shall be given by hand or registered or certified mail, postage prepaid and addressed to, if for the County: Sussex County Engineer, Sussex County Department of Engineering, 2 The Circle, P.O. Box 589, Georgetown, Delaware 19947 and if for COS: City Manager, P.O. Box 1100, Seaford, DE 19973. The parties must provide advance written notice of any changes to the above-listed addresses. Notices sent to the addresses above or to an updated address properly noticed in writing shall be deemed to be delivered on the third business day after sending to the other party.

14. Amendments/Modification. No amendments or modifications to this Agreement shall be binding unless in writing and signed by the County and COS.

15. Binding on Heirs. This Agreement shall be binding upon and for the benefit of the heirs, executors, administrators, and successors of the County and COS in like manner as upon the original parties, except as provided by mutual written agreement.

16. Integration. This document comprises the entire Agreement between the parties hereto relative to this matter and supersedes any prior agreements or representations, whether verbal or in writing.

17. Laws of Delaware. The Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware without regard to principles of conflict of laws. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or regarding any provision hereof shall be instituted and maintained only in a court of competent jurisdiction located in Sussex County, Delaware, or if under federal jurisdiction, in the District Court of the State of Delaware.

18. Signature Authority. Both the County and COS represent and warrant that they have the full and complete authority to execute this Agreement on behalf of their respective organizations.

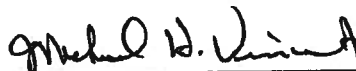
19. Opportunity to Consult with Legal Counsel. The parties acknowledge that each has had the opportunity to consult with legal counsel of their own choosing concerning the provisions of this Agreement.
20. Time Calculations. Time is of the essence. The term “day” as used herein shall mean calendar day, unless specifically defined as a “business day.”
21. Legal Construction. The parties acknowledge that each had the ability to negotiate terms and conditions, and this Agreement shall not be construed against the party who prepared and drafted the Agreement documents. If one or more of the provisions of the Agreement is held to be invalid, illegal or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included.
22. Headings and Subheadings. The headings and subheadings herein are for convenience only and shall not be used to relieve either party of any obligation under this Agreement.
23. Non-Waiver of Rights. Any forbearance by either party in exercising its rights hereunder shall not be construed as a waiver thereof, unless expressly set forth in writing and signed by the parties. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
24. No Third-Party Beneficiaries. Neither the provisions of this Agreement nor the performance of the parties hereunder is intended to benefit, nor shall inure to the benefit, of any third party.
25. Execution in Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above-mentioned.

SUSSEX COUNTY


WITNESS

 (Seal)
Michael H. Vincent
President, Sussex County Council

Approved as to Form:

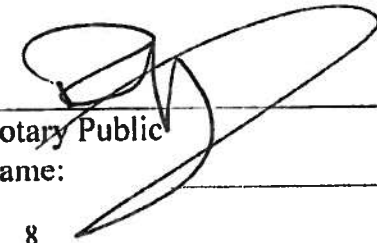

Assistant County Attorney

STATE OF) DELAWARE) ss.
SUSSEX COUNTY)

Be it remembered that on this 16th day of May, 2017, personally came before me, a notary public in and for the State and County aforesaid, MICHAEL H. VINCENT, known or satisfactorily proven to me to be the President and of the Sussex County Council, party to the foregoing Agreement, and acknowledged that, in his capacity as such, he executed this Agreement in his own hand for the County.

As given under my hand and seal of office this day and year aforesaid.

ROBIN A GRIFFITH
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires on June 25, 2017


Notary Public
Name: _____

CITY OF SEAFORD

WITNESS
Print Name: _____

(Seal)
David Genshaw
Mayor, City of Seaford

STATE OF)
DELAWARE
) ss.
SUSSEX COUNTY)

Be it remembered that on this _____ day of _____, 2017, personally came before me, a notary public in and for the State and County aforesaid, DAVID GENSHAW, known or satisfactorily proven to me to be the Mayor of the CITY OF SEAFORD, party to the foregoing Agreement, and acknowledged that, in his capacity as such, he executed this Agreement in his own hand for the above-named entity.

As given under my hand and seal of office this day and year aforesaid.


Notary Public
Name: _____



Memorandum

N.B. 4
5-23-17

To: Mayor & Council

From: Trisha Newcomer, Economic Development/Information Technology Manager 

Date: May 18, 2017

RE: Sale of Seaford Industrial Park Lands TMP# 531-10.00-236.00

On Thursday, May 18, 2017 the Economic Development Committee met with regard to discussing a potential sale of a City owned lot (TMP# 531-10.00-236.00) located at the corner of Park Avenue and Nesbitt Drive Seaford, DE 19973.

An offer has been received from DEVRECO, LLC to purchase the 2.68 +/- acres in the Seaford Industrial Park in the amount of \$85,000, with the seller (City) paying a 5% commission (\$4,250) to the realtor Tom Knopp. They will begin their design engineering and approval processes prior to settlement and have noted that should any circumstances arise preventing settlement the City would be the beneficiary of that intellectual property. The agreement states settlement will occur within 210 days of the signing of the agreement. DEVRECO, LLC is a 2nd generation company that has developed several properties within a 60 mile radius of Salisbury, with their most recent acquisition and repurposing occurring at 105 Park Avenue, which is adjacent to this property to the North.

After much discussion regarding the information above the Economic Development Committee's recommendation is to affirm the acceptance of the sales contract from DEVRECO, LLC for Seaford Industrial Park Property TMP# 531-10.00-236.00 located at the corner of Park Ave and Nesbitt Drive in the amount of \$85,000, with settlement to occur within 210 days of acceptance of the agreement and for the seller (the City of Seaford) to pay the 5% commission rate to Tom Knopp of SVN-Miller Commercial Real Estate.

SALES CONTRACT

This AGREEMENT OF SALE dated this 9th day of May 2017 between the undersigned DEVRECO LLC and/or Assigns, (Buyer) having the mailing address of P. O. Box 4322, Salisbury, MD 21803 and The City of Seaford, (Seller) having the mailing address of P. O. Box 1100, Seaford, DE 19973 who do hereby agree as follows:

1. Seller sells to Buyer and Buyer purchases from Seller the following described property situated in Sussex County, Delaware and is being generally described as follows: Tax Map 531-10.00-236.00 located at the corner of Park Avenue and Nesbitt Drive, Seaford, DE 19973 consisting of approximately 2.68 ± acres (see Exhibit A attached).
2. The total purchase price is Eighty Five Thousand and 00 100 Dollars (\$85,000.00).
3. The deposit, the receipt of which is hereby acknowledged, is Five Thousand and 00 100 dollars (\$5,000.00).
4. The entire deposit shall be held by: SVN-Miller Commercial Real Estate.
5. The balance of the purchase price to be paid at settlement is Eighty Thousand and 00 100 dollars (\$80,000.00).
6. Sale includes all improvements and landscaping on property as of the date of this contract.
7. This contract shall be completely assignable to any persons, including a corporation, and upon assignment the assignees shall stand fully instead of the Buyer.
8. Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed, in progress or not yet started prior to the date hereof, whether assessment therefore has been levied or not, shall be paid by the Buyer or allowance made hereof at the time of transfer.
9. Examination of title, tax certificate, conveyance and notary fees, if any, are to be at the expense of the Buyer, provided, however, that if upon examination, title should be found defective the Seller hereby agrees to pay the cost of the examination of the title and also to pay the agent herein-after provided for just as though the sale had actually been consummated and all the terms of the contract complied with.
10. Within 180 days from the acceptance hereof by the Seller, the Buyer is to conduct any inspections, tests, surveys, feasibility studies, state and/or federal incentive and grant approvals, state and federal permitting approvals and other examinations which Buyer may desire to conduct, with the purpose of satisfying itself that the Property is acceptable and satisfactory to Buyer in its sole and absolute discretion. During the Contingency Period, Buyer shall also satisfy itself as to any financing it requires in connection with its acquisition of the Property. In the event that Buyer is unable to satisfy itself with respect to its investigations of the Property or obtain satisfactory financing within the



Contingency Period, Buyer shall have the right to terminate the Purchase Agreement, in which event the Deposit shall be returned to Buyer.

11. State, county, city transfer taxes, shall be paid for by Buyer and Seller equally.
12. Within 210 days from the date of acceptance hereof by the Seller, the Seller and Buyer are required and agree to make full settlement in accordance with the terms hereof. If the Buyer shall fail to do so, the deposit herein provided for shall be forfeited, in which event the Seller shall be relieved from further liability hereunder. It is expressly stipulated and agreed that the Buyer may elect the alternative of forfeiture in lieu of performance. **Settlement shall occur on/before December 9, 2017.**
13. Seller warrants that he is the owner or agent of subject property and agrees to execute the usual warranty deed.
14. Seller agrees to give possession at time of settlement.
15. The risk of loss or damage to said property by fire or casualty, until the deed of conveyance is recorded is assumed by the Seller.
16. All notices of violations of local ordinance or requirements, issued by legal authority or prosecutions in any court on account thereof against or affecting the property at the date of the settlement of this contract shall be defended or complied with by the Seller and the property conveyed free thereof. This provision shall survive the delivery of the deed hereunder, regardless of knowledge or notice of the same on the part of the Buyer.
17. This contract shall be null and void unless executed by the Seller within five (5) days.
18. The Buyer and Seller mutually agree that this contract of sale shall be binding upon their respective heirs, executors, administrators or assigns.
19. This contract, when ratified by the Seller, contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained.
20. The seller reserves the right and option to utilize a tax – deferred exchange in accordance with the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended, to effectuate the transfer of the property to the Buyer. The Buyer agrees to execute upon request of the Seller an Assignment and Acceptance Agreement, and/or acknowledge a Notice to Purchaser thereof, pursuant to which the Seller's rights under this contract will be assigned to a qualified intermediary, the qualified intermediary will be obligated to cause legal title to the property to be conveyed to the Buyer, and the Buyer will be obligated to pay the purchase price to the qualified intermediary.
21. The Seller agrees to pay Tom Knopp of SVN- Miller Commercial Real Estate the commission rate of five percent (5%) of the sales price, and the title company, through which settlement is made, is hereby authorized and directed to make deduction of the aforesaid commission from the proceeds of the sale and to make payment thereof to the said agent.



We, the undersigned hereby ratify, accept and agree to the memorandum of sale and acknowledge it to our contract.

Witness

Date

5/10/17

Buyer

Date

5/10/17

Witness

Date

Seller

Date

EXHIBIT A

TAX MAP 531-10.00-236.00



Handwritten signature or initials in blue ink.

N.B.5
5/9/17

O.B.#1 - 2nd Reading
5/23/17

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

Deleted: following

Deleted: :

Deleted: Parameter

... [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