

REVISED - 10/3/18

**AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
October 9, 2018
SEAFORD CITY HALL - 414 HIGH STREET**

- 7:00 P.M.** - Mayor David Genshaw calls the Regular Meeting to order.
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Changes to agenda for this meeting.
 - Approval of minutes of the regular meeting on September 25, 2018.

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

CORRESPONDENCE:

- 1.

NEW BUSINESS:

1. Present for approval changes to the Seaford Police Department General Orders Manual (GOM) Section 3/790.25
2. Present for approval a Memorandum of Understanding (MOU) between HELP Initiative, Inc. and the City of Seaford for the purpose of establishing and achieving a scope of work relating to the "Lights on Seaford Strong" project.
3. Present for approval the use of Green Energy Reserve funds and land sale proceed reserve funds to fund the "Lights on Seaford Strong" project as outlined in the MOU cost proposal.
4. Bids - Ross Event Center Parking Lot Improvements.
5. Bids - Shipley State Service Center Sewer Extension.
6. Kathy Anger, Credit Representative to present proposed changes to the current electrical disconnect procedures administered by the City of Seaford.
7. Present for approval proposed revisions to the Fee and Rate Schedule related to the revised electrical disconnect procedures.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

October 9, 2018

NEW BUSINESS (continued):

8. Request authorization for the City Manager to execute a cooperative agreement between the Delaware Division of Revenue and the City of Seaford for the State tax refund intercept program and the lottery intercept program.
9. Request authorization for the Mayor to execute an amendment to an agreement of sale executed by the City in 2009 relating to certain property identified as SCTM# 331-5.00-4.24 owned by the City of Seaford.
10. Present for approval a request to exempt Jay Dolby from a property tax increase related to facilities that will be installed by Sussex County as part of the Unified Sewer District improvements.
11. Mayor Genshaw to appoint an Annexation Committee to review the annexation request of the property located at 24960 Dairy Lane, Seaford, DE 19973 Sussex County Tax Map Number 531-12.00-40.00.
12. Present for approval a proposal from Telewire to replace the failed Seaford Police Department Administration phone system.
13. Mayor Genshaw to appoint the Board of Animal Control.
14. Present for approval a proposal from Hall and Associates for legal and regulatory services related to the copper limits in the National Pollutant Discharge Elimination Systems (NPDES) Permit modification of the Seaford waste water treatment facility.

OLD BUSINESS:

- 1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

October 9, 2018

1. SCAT Meeting, SVFD Banquet Hall; October 10, 2018, 6:00 p.m.
2. National Fire Prevention week, October 7-13, 2018. This year's National Campaign slogan is " LOOK. LISTEN. LEARN, Be Aware Fire Can Happen Anywhere"
3. Public Power Week - October 7-13, 2018
4. Seaford High School Homecoming Parade - October 12th, parade step off at 6:00 p.m. and game kick off at 7:00 p.m.

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 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: 10/3/18

Posted by: TNT

C-1
10.9.18



7850 Walker Drive, 2nd Floor
Greenbelt, MD 20770

October 04, 2018

Mr. Charles D. Anderson
City Manager
414 High Street
Seaford, Delaware 19973

SUBJECT: Comcast Payment Center in Seaford to Close

Dear Mr. Anderson:

Effective December 07, 2018, Comcast's Payment Center located at 22992 Sussex Hwy, Seaford, DE 19973, will close. Customers will be notified of this change via a bill message and signage at the office.

Based on direct feedback from our customers, we have created many new service options, including self-install kits, online account management options, electronic payments, the ability to order equipment through the mail and drop-off equipment at The UPS Store locations. As a result of these new service options, customer use of the Seaford service center has been steadily declining. Customers also have the options listed below.

Comcast customers may make payments at the following locations:

- The Comcast Customer Service Centers located at 6465 Hobbs Road, Salisbury, MD 21804.
- Any 7-Eleven location including the one located at 330 W Stein Hwy, Seaford, De 19973.
- Any Rite Aid locations including the one located at 900 W Stein Hwy, Seaford, DE 19973
- Any Food Lion locations including the one located at 22954 Sussex Hwy, Seaford, DE 19973.
- Any Walgreens locations including the one located at 22898 Sussex Hwy, Seaford, DE 19973.
- Any Western Union location including the one located at 206 High Street, Seaford, DE 19973

Other payment options include:

- Xfinity My Account App – allowing customers to manage and make changes to their account anywhere, anytime from their smartphone or tablet
- Automatic Recurring Payment – allowing customers to have their charges for Comcast services automatically deducted from a bank account or paid with a credit card each month
- Electronic payment services – allowing customers to make payments through a Customer Account Executive, Interactive Voice Response, or over the Internet quickly, conveniently, and securely
- Pay by mail using the pre-addressed return envelope included in customer statements

Finally, customers may now return their equipment at all The UPS Store locations. Equipment can be returned as is, without wrapping or a box, and The UPS Store will then package the equipment, ship it to Comcast and provide a receipt to the customer. Customers may also use UPS Drop Box locations but must first request shipping materials from Comcast. The local UPS Store is located at:

- 23000 Sussex Hwy, Seaford, DE 19973

In addition, customers may call 1-800-XFINITY (1-800-934-6489) 24 hours a day and 7 days a week to resolve service issues, to subscribe to or cancel services, or to upgrade or downgrade the level of service they receive.

Should you have any questions about this change or any other cable matter, please feel free to contact me at (443) 286-2509.

Sincerely,



Chris Comer
Director, Government & Regulatory Affairs

NB #1
10/9/13

3/790 DEPARTMENTAL AWARDS PROGRAM

3/790.05 GENERAL

The need and method of recognizing Seaford Police Department personnel for acts, service or accomplishments, is an integral part of the Department's operations. At any given time, a Department member may distinguish themselves by an act or accomplishment and this should be brought, not only to the public's attention, but to the attention of other Department members. The recognition should also serve as the Department's way of congratulating and inspiring the individual member and others, to continue to perform their duties to the best of their abilities.

It shall be the policy of the Seaford Police Department to make awards to personnel of the Department in consideration of acts of valor, outstanding performance, dedication to duty, and service to the City, State and nation.

3/790.10 NOMINATION PROCESS

Nominations for all Departmental awards shall be submitted, on Department letterhead with all available supporting documentation, through the chain of command by Sector Supervisor or acting Sector Supervisors, within two months after occurrence, and with a final cut off date of October 31 or each calendar year.

Shift Commanders will attach any comments or documentation to nominations, and promptly forward same to the Deputy Chief.

3/790.20 SHIFT COMMANDER'S RESPONSIBILITIES

Shift commanders shall make reasonable inquiries to verify the accuracy of facts presented in all nomination letters received from subordinates. Shift Commander's comments shall be attached if discrepancies are discovered.

3/790.25 AWARDS COMMITTEE

The Deputy Chief shall appoint Departmental members of the Awards Committee for each year. These voting members shall include:

One officer the rank of Lieutenant

One officer the rank of Sergeant

One officer the rank of Corporal

One officer the rank of Patrolman First Class

One employee from Dispatch

One civilian (with no voting rights)

The committee will be presided over by the Deputy Chief. The committee will make recommendations to the Chief of Police, who will have final approval. The decision of the Committee and the Chief of Police will be final with no appeal process.

3/790.30 AWARD PRESENTATION

Awards will be presented once a year during the month of January of the following year. A formal Awards Ceremony will be held and family members may be present.

Awards ceremonies will be presided over by the Chief of Police or his designee, and an invitation to the Mayor and Council, City Manager and Assistant City Manager will be extended.

Any member of the Department receiving an award not wishing to attend the awards presentation, is not required to attend, and will still receive the award at a later date by the Chief of Police or his designee.

Any member of the Department who is subject to an award, and any officer that attends the presentation, will be dressed in full uniform, and will not be subject to compensation.

3/790.35 DISPLAY OF DEPARTMENTAL AWARDS

Generally, issued ribbons or medals are required on the dress blouse, and ribbons only are optional on the short and long-sleeved uniform shirts. Award ribbons are not authorized for display upon any other uniformed or civilian garment.

Any member of the Department receiving an award with the ribbon bar may wear the ribbon bar with his uniform, over the name plate and shooter's badge area.

Awards will always be worn with the highest award being to the left, and the lowest to the right.

Only authorized ribbon bars and shooter's badges will be worn with the uniform.

The only other insignia to be worn with any Departmental uniforms will be the star for the STAR Team and the Motor Unit insignia. The star for the STAR Team will be worn centered over the Departmental ribbons and the Motor Unit insignia will be worn centered in the middle of the right pocket area.

NB#2
10/9/18

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MEMORANDUM OF UNDERSTANDING), hereinafter referred to as the Memorandum, entered into on _____, **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. 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 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" Cost Proposal.

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.

INSURANCE

During the entirety of the period covered by this Agreement, the First Party shall maintain in full force and effect liability insurance providing coverage against all claims for damage to both

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persons and property caused by the agents and employees of the First Party. Liability insurance coverage shall be in an amount not less than one million dollars per episode (\$1,000,000.00). Upon request of the Second Party, the First Party shall furnish the Second Party with copies of such policies or, if the Second Party so chooses, a Certificate of Insurance evidencing proper insurance coverage, and shall name the Second Party as an additional insured or certificate holder on said policies.

INDEMNIFICATION

The First Party shall indemnify and hold the Second Party harmless from any and all liabilities, suits, judgments, costs and expenses, including attorneys' fees arising from the First Party's performance of this Memorandum of Understanding or any act, omission or negligence of the First Party's employees, officers, subcontractors or licensees.

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.

Charles T. Kistler, Executive Director

(Second Party Signature)
City of Seaford

(Date)

ATTACHMENT A: SCOPE OF WORK

The HELP Initiative will be the administrator and perform project management roles and responsibilities to include but not be limited to the following:

- 1. Pre-Launch Deliverables**
 - a. MOU Agreement with defined funding sources between parties
 - b. Branded Appearance (ID Badges, T-Shirts, Whistles, Mace)
 - c. Security Protocols – YouTube Video “Do’s & Don’ts
 - d. Procurement Process – Lighting Measure Timetable
 - e. Outreach & Awareness
 - i. Kickoff Event – Community Awareness
 - ii. Door to Door Advance Notification – Door Hangers
 - iii. “Rock the Block” Opening Celebration (Spring)
 - iv. Lights-On Campaign Close-out Celebration (fall)
 - f. Tablet based Client Data Collection Methodology
 - g. Target Area & Performance Benchmarks (Seaford PD identifies hot spots)
 - h. Plan of Actions & Milestones (POAM) – see Attachment D
 - i. Project Management & Scheduling Platform – Google Calendar access by stakeholders
- 2. Collateral Material**
 - a. Delaware Energy Directory
 - b. Tri-folds (City/Electric/Public Safety Committee Brochures, SEU Brochures, Community Energy Center Brochures)
 - c. City of Seaford handouts (i.e. voter registration)
- 3. Lighting Measures & Installation Material**
 - a. Warehouse Lighting Measures & Installation equipment & materials
 - b. Inventory Tracking System to support funding agent
 - c. Lighting measures (Type and Wattage) for LED’s, Solar Floods
 - d. Switch Guard & Decal Production Plan
 - e. Building Code Compliant House Numbering Scheme
- 4. Evaluation, Measurement & Verification Framework**
 - a. Data Tracking Spreadsheet (SEU Statewide Energy Savings Database Criteria)
 - b. Verify Measured Impact – Movement of Crime Data Hot Spots
 - c. Client Satisfaction Surveys - Tablet based electronic capture methodology
- 5. Stakeholder Collaboration**
 - a. Stakeholder Match/Leverage Funds – Rotary Club, City of Seaford, Carpenters Union, Habitat, DEMEC
 - b. Seaford Police Data Tracking System Outcomes
 - c. Fire Marshal & Police Cadets – Education & Fire/Smoke/Detector Assessment
 - d. City of Seaford Customer Service Center Awareness & Referrals
 - e. Library – Lights-On Seaford Strong Kiosk for Community Awareness
 - f. School District & Hight Education Awareness Campaign
 - g. Faith based Community Engagement

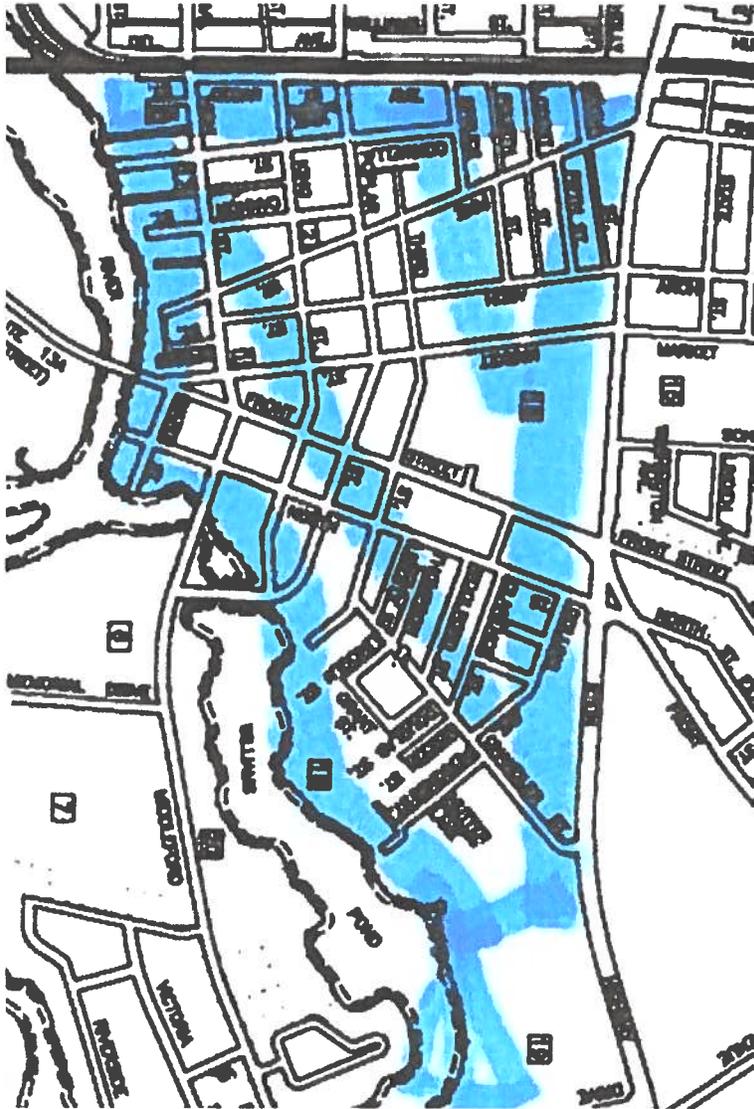
ATTACHMENT B: COST PROPOSAL

No.	Cost Category	Unit Cost	Clients served	Total funding
	Direct Costs:			
1	Installation of Front Porch LED light & Solar Flood Light for back yard	\$ 60.00	200	\$ 12,000.00
2	Dusk to Dawn Energy Efficiency LED lights	\$ 5.19	200	\$ 1,038.00
3	Solar Powered LED Motion Flood lights (300 Lumens)	\$ 10.97	175	\$ 1,919.75
4	Solar Powered LED Motion Flood Light (900 Lumens) with remote PV	\$34.74	25	\$868.50
5	Light Switch Guard to prevent the switch from being turned off	\$1.54	200	\$ 308.00
6	Light Switch Plate Cover "Lights On" with arrow pointing up	\$0.37	200	\$74.00
7	Surveillance Sticker for Solar Powered LED Motion Flood Light	\$0.175	200	\$ 35.00
8	Door Hangers	\$ 0.25	200	\$ 50.00
9	Block Party Celebration	TBD	Target Area	0.00
10	Total Direct Costs:			\$16,293.25
	Indirect & Administrative Costs:			
13	Depreciation and use allowances on buildings and equipment and operation and maintenance expenses (14%)			\$2,281.06
14	General Administration and expenses such as office, accounting, financial auditing, filing and record keeping (10%)			\$1,629.33
15	Total Indirect & Administrative Costs:			\$3,910.39
16	Total Program Costs			\$20,203.64

Note(s):

- (1) City of Seaford will fund the total program cost to install Energy Efficiency lighting measures in 200 homes in the target area using DEMEC Green Energy Funds.
- (2) HELP Initiative will invoice installations based on each fifty (50) homes completed units with supporting client executed documentation for each home.
- (3) Indirect & Administrative Costs calculations based on the Cost Principals and Procedures required by OMB Circular A-122 (2 CFR Part 230) for Non-Profit Organizations in compliance with the U.S. Department of Labor "Guide for Indirect Cost Rate Determination"
- (4) 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
- (5) DESEU will fund an additional 200 homes in the target area and provide carry forward inventory of lighting measures from the Lights-On Dover Strong (LODS) Campaign based on Board Approval in later September 2018.

ATTACHMENT C: TARGET AREA



ATTACHMENT D: MILESTONE SCHEDULE

No.	Milestone Activity	Start Date	End Date
1	MOU Agreement Executed - START	October 9, 2018	
2	Establish Branded appearance by procuring ID Badges & T-Shirts & Door Hangers	By October 15, 2018	
3	Establish Security Protocols to include Website YouTube Video of "Do's & Don'ts & procure Whistles & Mace for volunteers	By October 15, 2018	
4	Procurement & Warehouse Lighting Measures: Locate Secure Warehouse Space Procure Lighting Measures (LED, Solar Floods) Procure Switch Guards & Switch-On Labels Procure Code Compliant House Number Scheme	By October 15, 2018	
5	Initiate Outreach & Awareness Campaign: Kickoff Event Door to Door Notification Culmination Event - Rock the Block	By October 15, 2018	
6	Establish & Implement Data Collection System (Tablets) & Reporting Requirements	By October 9, 2018	
7	Identify Target Area and Initiate Awareness Campaign	By October 9, 2018	
8	Establish Installation Scheduling Protocols accessible to all parties	By October 15, 2018	
9	Build Library of Collateral Material: Delaware Energy Directory City of Seaford Brochures, SEU Brochures Community Energy Center Brochures	By October 15, 2018	
10	Record Evaluation, Measurement & Verification: Input Data Tracking Spreadsheet Measure Non-Energy Impacts Complete Client Satisfaction Surveys	During Period of Performance	
11	Implementation Phase – Block by Block Schedule	October 15, 2018	
25	Lights-On Seaford Strong – "Rock the Block!" Event	By December 31	

C. Anderson

From: Griffith, Daniel A. <DGriffith@wtplaw.com>
Sent: Friday, September 28, 2018 11:41 AM
To: C. Anderson
Subject: RE: MOU Lights On Seaford Strong Campaign
Attachments: MOU - Lights On Seaford Strong (9-19-18)).docx cda v1.0 (005).docx

Hi Charles:

I apologize for not getting back to you sooner. I am attaching my mark-up of the MOU. As you noted, while the document is nominally styled as an MOU, there are provisions which would likely be interpreted by a Court as being binding contractual obligations. As such, and as you mentioned, I have included proposed language for a limitation on the City's liability and for insurance requirements.

I also struck the mandatory arbitration provision. As a public entity, the City has immunity protections in the civil courts that arbitrators may not recognize.

When you said you'd like me to provide my comments prior to the presentation, did you mean these written comments or would you like me to attend?

Thanks,

Dan

From: C. Anderson <canderson@seafordde.com>
Sent: Thursday, September 20, 2018 4:25 PM
To: Griffith, Daniel A. <DGriffith@wtplaw.com>
Subject: FW: MOU Lights On Seaford Strong Campaign

Dan,

Attached is a draft MOU for the "Lights On Seaford Strong Campaign" that was provided to me by Charles Kistler the Executive Director of HELP Initiative Inc. a not for profit entity in Delaware. The intent of the MOU and project is to provide lighting in underserved areas for public safety and crime reduction. They would like to attend the October 9, 2018 City Council meeting where this MOU would be on the agenda. They want to start the program the next day if approved by the City Council.

I have highlighted a few areas of the MOU for your reference and included some comments on the document.

1. The MOU reads more like a contract than an MOU – I have highlighted several clauses of the attached that requires arbitration if a dispute arises. This is not typical in MOU's. Would you please review this and provide your comments prior to presentation to the City Council.
2. Also, the MOU contains no provisions for liability limitation or insurance requirements. In the event that someone is hurt (god forbid) without insurance by HELP Initiative Inc. we could be drawing in to a liability claim. I think this requirement should be added.

Thanks

Charles

From: Charles Kistler <ckistler@helpinitiatede.org>
Sent: Tuesday, September 18, 2018 4:58 PM
To: C. Anderson <canderson@seafordde.com>
Cc: Harold Stafford <hstafford@helpinitiatede.org>
Subject: RE: MOU Lights On Seaford Strong Campaign

Aloha Charles,

We attached the revised MOU (rev. 9-19-18) for the Lights On Seaford Strong Campaign based on our conversations today and the planned October 9, 2018 City Council meeting. The MOU is in Word Format in case something needs to be further modified. We also took the liberty of calling Emily Green at DEMEC as a heads up to your inquiry. They will be expecting the MOU for review and comments. Thank you for making the time today given your hectic City Manager schedule. Mahalo

Charles T. Kistler
Executive Director
101 West Lookerman Street
Suite 1B
Dover, Delaware 19904
Cell: 302-236-7773
www.helpinitiatede.org



From: Charles Kistler
Sent: Tuesday, September 18, 2018 10:55 AM
To: C. Anderson <canderson@seafordde.com>
Cc: Harold Stafford <hstafford@helpinitiatede.org>
Subject: MOA Lights On Seaford Strong Campaign

Good morning Charles,

In preparation for our meeting at 1:30PM today we are forwarding a revised copy of the Lights On Seaford Strong MOA for your review and comments. WE would like to launch this campaign on October 1, 2018 based on the Milestone Scheduled in the MOA. We also would like to provide a high level briefing on two (2) strategically aligned programs to the Lights On Campaign including the DESEU Multifamily and EEIF / PACE Programs.

Charles T. Kistler
Executive Director
101 West Lookerman Street
Suite 1B
Dover, Delaware 19904
Cell: 302-236-7773
www.helpinitiatede.org



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NB# 3
10-9-18

MEMORANDUM

To: Mayor and City Council Members

Cc: June Merritt, Director of Finance & HR
Trisha Newcomer, Director of Economic Development and Community Relations

From: Charles Anderson, City Manager 

Date: October 1, 2018

Re: Lights-On Seaford Strong Project

DEMEC has reviewed the draft MOU for the Lights-On Seaford Strong Project. It is DEMEC's opinion that items 1-5 in Attachment B: Cost Proposal could be funded using Seaford Green Energy Funds. The total cost of items 1-5 is \$16,134.25. The City currently has \$20,855.22 in its Green Energy Fund.

The Lights-On Seaford Strong Project has a total project budget of \$20,203.64. After the Green Energy Funds are applied a balance of \$4,069.39 remains to be funded.

According to the MOU the remaining \$4,069.39 does not meet the criteria of use for Green Energy Funds.

In discussing this project with June Merritt, Director of Finance & HR, the City has available funds to cover the funding shortfall for this project in the land sale proceeds reserve account.

Should you have any questions please contact me.

Thank you.

C. Anderson

From: Scott Lynch <slynch@demecinc.net>
Sent: Wednesday, September 26, 2018 2:02 PM
To: C. Anderson
Cc: dhenderson@seafordde.com; jmerritt; Seaford Electric; Emily Greene
Subject: RE: MOA Lights On Seaford Strong Campaign

Good afternoon Charles,

DEMEC has reviewed the MOA. It is DEMEC's opinion that items 1-5 in Attachment B: Cost Proposal could be funded using Seaford Green Energy Funds.

The total of 1-5 would be \$16,134.25 out of \$20,203.64.

The remaining \$4,069.39, according to this MOU, does not appear to meet the criteria of use for Green Energy Funds.

The City currently has \$20,855.22 in its Green Energy Fund.

Next steps:

1. Determine how the City of Seaford would receive credit for the energy efficiency savings. This is related to item 4 in Attachment A: Scope of Work. DEMEC would recommend that Seaford consider if it wants energy efficiency savings from this effort prior to agreeing to fund it.
 - a. DEMEC can coordinate with the SEU and HELP to determine an equitable sharing of energy efficiency savings
 - b. DEMEC would bring sharing details to Seaford for consideration
2. City of Seaford invoices DEMEC for \$16,134.25 and authorize DEMEC to cut a check for items 1-5 in Attachment B.
 - a. As always, the City of Seaford has final determination of what it chooses to fund and may choose to fund more than what is recommended by DEMEC.
 - b. If Seaford would like to fund more than the recommended amount from Green Energy Funds, DEMEC would need to know.

If the City has any questions about DEMEC's interpretation, please feel free to contact us.

Thanks,

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

MEMORANDUM

NBB
10-9-18

TO: Charles Anderson, CM

FR: Berley Mears, Director of Public Works

RE: Ross Station Parking Lot

DT: October 3, 2018

The City received five bids for the above referenced project. Please see the below table:

Bidder	Bid Bond	Base Bid
Dixon Contracting	Yes	\$122,210.00
Cross Roads Land Tech LLC	Yes	\$136,169.00
A-Del Construction Co.	Yes	\$159,565.00
Gateway Construction, Inc.	Yes	\$165,240.00
George & Lynch, Inc.	Yes	\$174,944.75

It is my recommendation to award the Ross Station Parking Lot bid to Dixon Contracting for the total of \$122,210.00. Dixon Contracting was the lowest bidder that met all of the bidding requirements. This bid came in under the \$150,000 we have received from both CTF and Sussex County for the project.

Please present this information to Mayor and Council at their October 9, 2018 meeting for their consideration.

Should you have any questions, please contact me.

Thank you.

NB# 5
10-9-18

MEMORANDUM

TO: Charles Anderson, CM

FR: Berley Mears, DPW

RE: Shipley Center Sewer Extension

DT: October 3, 2018

The City received seven bids for the above referenced project. Please see the below table:

Bidder	Bid Bond	Base Bid
Dixon Contracting	Yes	\$109,610.00
Eastern Shore Construction	No	\$129,475.00
Gateway Construction, Inc.	Yes	\$142,830.00
Teal Construction, Inc.	Yes	\$144,390.00
Pipeline Excavating, Inc.	Yes	\$165,718.70
On-Site Construction, Inc.	Yes	\$166,346.00
A-Del Construction Co.	Yes	\$225,067.80

It is my recommendation to award the Shipley Center Sewer Extension bid to Dixon Contracting for the total of \$109,610.00. Dixon Contracting was the lowest bidder that met all of the bidding requirements. This bid came in under our budget of \$140,000.00.

Please present this information to Mayor and Council at their October 9, 2018 meeting for their consideration.

Should you have any questions, please contact me.

Thank you.



NB# 7
10-9-18

CITY OF SEAFORD

SCHEDULE OF FEES AND RATES

Amended June 26, 2018

Effective July 1, 2018

The following fee & rate schedule contains base fees for different services and or permits obtained from the City of Seaford. The rates shown here are only current as of the date shown above. Fee calculations for permits must be performed by the City Code Department to ensure accuracy. Fee rates are never guaranteed and are subject to change at any time by an act of the City Council.

PROPERTY TAX RATE

Assessment is based on 2008 market values. The City of Seaford's taxes are assessed at 100% of appraised value and taxed at \$0.31 per \$100 of assessed value.

PROPERTY TAX RE-ASSESSMENT FEE:

As determined by current assessment charges.

* This fee applies to property tax reassessments necessary due to Sub-division Farm Land Exemption requests; Property Improvements, Subdivisions, Re-zonings and/or Annexations.

ELECTRIC UTILITY RATES

RESIDENTIAL CUSTOMERS

Customer Charge \$8.75 Per Month *Minimum Bill \$15.00
First 39.07 KWH \$0.160000
Next 710.93 KWH \$0.152817
Remaining KWH \$0.128631

COMMERCIAL NON-DEMAND METERING (under 3500 kwh)

Customer Charge \$10.50 Per Month *Minimum Bill \$15.00
First 26.48 KWH \$0.170000
Next 723.52 KWH \$0.157411
Remaining KWH \$0.156370

COMMERCIAL WITH DEMAND METERING (over 3500 kwh five or more times in 12 months, less than 50 KW)

Customer Charge \$30.00 Per Month
First 45 KWH \$0.150000
Remaining KWH \$0.107623
Demand Charge (All KW \$11.34)

MEDIUM GENERAL SERVICE Energy (50-300 KW)

Customer Charge \$50.00 Per Month
First 2,694.72 KWH \$0.125000
Remaining KWH \$0.100137
Minimum Bill \$386.84
Demand Charge (All KW \$10.66)

LARGE GENERAL SERVICE Energy (greater than 300 KW two or more times in 12 months)

Customer Charge \$200.00 Per Month
First 30,000 KWH \$0.105000 Next 220,000 KWH \$0.086620
Remaining KWH \$0.084770
Demand Charge (All KW \$10.1327)
Demand Ratchet 70% if Previous 12 Month Maximum

LARGE GENERAL SERVICE -PRIMARY Energy (same as above with primary service)

Customer Charge \$200.00 Per Month
First 30,000 KWH \$0.102500 Next 220,000 KWH \$0.085318
Remaining KWH \$0.082596
Demand Charge (All KW \$10.1327)

Demand Ratchet 70% if Previous 12 Month Maximum

CONNECTION CHARGES

Existing Facility, Commercial or Residential	No Charge	
New Residential	No Charge	
New Non-Residential	No Charge	
Delinquent Charges (prior to 4:00 pm Monday – Friday)	\$40	
Delinquent Charges (after 4:00 pm Monday – Friday, Weekends & Holidays) \$60		
Residential AMI Delinquent-Reconnect Charges (prior to 4:00 pm Monday – Friday)	\$25	
Residential AMI Delinquent-Reconnect Charges (after 4:00 pm Mon. – Fri., Weekends & Holidays)		\$40100
Additional Deposit	\$25	
Temporary Service	\$60	

CUSTOMER DEPOSIT CHARGES

Residential Property Owner	No deposit required
Residential Renters	\$200
Commercial - The greater of an average for 12 month’s bills multiplied by 2.5 or (A surety bond may be substituted at the City’s option)	\$200

STANDARD POWER FACTOR

98.5% Lagging	
Charge per 1.0% under 98.5% per KW demand	\$0.05

NEW CONSTRUCTION AND LINE EXTENSION FEES

Paid by Applicant – Refer to section 11 of the Electric rules and regulations.

* The City Council approved a selective elimination of the charges for City Labor & City Equipment costs in 2018 related to the installation of new electric services and upgrades to existing electric services by the City Electric Department. Material costs, Non-City Labor costs & Non-City Equipment costs do not apply to this waiver.

STREET CHARGE

\$5.50 per month

GREEN ENERGY

Funding for Green Energy Programs \$0.000178 / Kwh

PURCHASED POWER COST ADJUSTMENT CLAUSE

-\$0.00827 / Kwh (Effective 05/01/2018)

ENERGY SUPPLY COST

\$0.07525/ Kwh

SECURITY LIGHTS

\$6.31 / month

METER TEST FEE

No charge for the first test at a location. After first test then greater of actual cost or:

Self Contained	\$35
Transformer Rated Meter	\$75

METER DEPOSIT INTEREST

Meter deposit interest is applied when refunded; with an interest rate based on the 1 year Treasury Constant Maturity Rate.

DELAWARE STATE UTILITY TAX

Industrial/Commercial Facility	4.25%
Qualified Manufacturing Facility	2.00%

RETURN PAYMENT FEE

\$40

AUTOMATIC METER INFRASTRUCTURE (AMI) OPT-OUT FEES:

One-time manual meter set-up fee	\$40.00	
Manual meter reading	\$25.00/month	
Delinquent Charges (prior to 4:00 pm Monday – Friday)	\$40	
Reconnect Charges (prior to 4:00 pm Monday – Friday)	\$40	
Delinquent Reconnect Charges (after 4:00 pm Monday – Friday, Weekends & Holidays)		\$60100

LATE PAYMENT CHARGE

1.5% per month on outstanding balance

BASE FIGURE FOR ESCROW CALCULATIONS

\$0.088223/Kwh

WATER AND SEWER UTILITY RATES

All water and sewer rates are based on Equivalent Dwelling Units (EDU), which is equal to 9,000 gallons per month, (300 g.p.d.), with a minimum billing of 1 EDU per month, \$22.61 for water* and \$44.99 for sewer.

*Water rate adjustment for large users: The first 667,000 gallons are billed at the rate of \$22.61 per 9,000 gallons/month; from 667,001-1,333,333 at \$11.30 per 9,000 gallons/month; with the remaining usage at \$9.39 per 9,000 gallons/month.

*Properties outside of the city limits, which have water and/or sewer service, are charged an annual fee equal to 1/3 of the city property tax rate.

WATER AND SEWER CONNECTION SERVICE CHARGES

Turn service valve on/off for:

Repairs (During City Business Hours):	No Charge
Repairs (After City Business Hours):	\$60
Non-Repair shutoff/reconnect for more than 1 week (During City Business Hours only):	\$40
Delinquent Charges	\$40
Reconnect Charges (prior to 4:00 pm Monday – Friday)	\$40
Reconnect Charges (after 4:00 pm Monday – Friday)	\$60

INDUSTRIAL PRETREATMENT ORDINANCE:

WASTEWATER DISCHARGE PERMIT:

Significant Industrial User (SIU)	\$1,000.00 per issuance + \$500 Annual Monitoring Fee
Categorical Industrial User (CIU)	\$1,000.00 per issuance + \$500 Annual Monitoring Fee
Other Industrial User (OIU)	\$1,000.00 per issuance + \$500 Annual Monitoring Fee

OTHER FEES:

Permit Amendment	\$500.00 per issuance
Permit Variance (s)	\$500.00 per issuance

GREASE INTERCEPTOR/TRAP INSPECTION FEE:

First inspection =	No charge
Second and each additional inspection =	\$50.00

BOARD OF ADJUSTMENT HEARING:

NON-REFUNDABLE	\$300.00
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PLANNING AND ZONING HEARING:

NON-REFUNDABLE	\$200.00
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PLUMBER LICENSE:

Annual License Fee =	\$40.00
Surety Bond Required (\$5,000)	
State of Delaware Master Plumber License Required	

EXCAVATOR LICENSE:

Annual License Fee =	\$40.00
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Surety Bond Required (\$20,000)

REFUSE HAULER LICENSE:

Annual License Fee = \$50.00 for the first 5 trucks working in the City,
Plus \$10.00 for each additional truck working in the City

SEPTAGE HAULER LICENSE:

Annual License Fee = \$120.00

SEPTAGE HAULER FEE:

Septage Discharge Rate = \$0.065/ gallon up to 1,000,000 gallons per calendar year
\$0.055/ gallon 1,000,001 and above gallons per calendar year

* Fee is charged on maximum truck volume; not gallons unloaded.

COMMERCIAL HANDBILL DISTRIBUTOR LICENSE:

Annual License Fee = \$40.00

TRANSIENT MERCHANT LICENSE:

Annual License Fee = \$40.00
Surety Bond Required (\$1,000)

MESSAGE BUSINESS LICENSE:

Annual License Fee = \$40.00

RENTAL LICENSE:

Annual License Fee = \$50.00 per rental unit
Re-inspection Fee = \$50.00 Each Additional Inspection

SPECIAL EVENT PERMIT:

Permit fee = \$20.00 per day per event
Not for profit organizations may be exempted from this fee. Proof of 501c3 status may be required.

PARADE OR PROCESSION PERMIT:

No Charge

SEASONAL STAND PERMIT:

Stand size up to 100 s.f. = \$10.00
Stand size larger than 100 s.f. = \$25.00

TEMPORARY CONTAINER (in R.O.W.) PERMIT:

Permit Fee = \$40.00
Insurance Certificate Required

BUILDING / SIGN / EXCAVATION / SITE WORK PERMIT FEE:

Based on the Cost of Construction:
First \$1,000 = \$25.00
Plus \$ 5.00 fee for each additional \$1,000 or any portion thereafter.

All NEW residential construction shall be based on the latest edition of the Building Valuation Data table as published by the International Code Council (ICC). All other work must be accompanied by a written estimate.

PLUMBING PERMIT FEE:

Base Permit Fee	\$25.00
Charge per fixture or connection to be inspected	\$ 2.00

DEMOLITION PERMIT FEE:

Structures WITH utilities	\$50.00
Structures WITHOUT utilities	\$10.00

WATER IMPACT FEE:

Per EDU	\$ 600.00
---------	-----------

* The City Council approved a selective discount of the water impact fee in 2018 as an economic incentive to flexible warehousing space in any M-1 Light Industrial District. This incentive is targeted to spur growth through incubator business spaces. The discount is applied to the water impact fee based on the normal EDU calculation for the space. The following chart gives the discount amount based on the size of the flexible warehousing unit:

Gross Floor Area Range (square feet)	Discount applied to normal water impact fee
0 to 2,000	70%
2,001 to 4,000	60%
4,001 to 6,000	50%
6,001 to 8,000	40%
8,001 to 10,000	30%

WATER CAPACITY CHARGE:

Residential Unit without a fire suppression system	\$ 100.00 per EDU
--	-------------------

All other uses:

1" Water Tap	\$ 375.00
2" Water Tap	\$ 750.00
3" Water Tap	\$1,500.00
4" Water Tap	\$3,000.00
6" Water Tap	\$3,500.00
8" Water Tap	\$4,000.00
10" Water Tap or large	\$6,000.00

WATER TAP FEE:

1"	\$ 725.00	plus \$300 to open street
1-1/2"	\$ 930.00	plus \$300 to open street
2"	\$1,325.00	plus \$300 to open street

* The City Council approved a selective elimination of the water tap fees in 2018. This fee incentive applies to the *first eighteen single family detached* housing units permitted, built and receiving their certificate of occupancy in 2018. This fee reduction only applies to housing constructed within Developments in the City, where water taps have already been installed by the developer.

SEWER IMPACT FEE:

Per EDU	\$1,400.00
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* The City Council approved a selective discount of the sewer impact fee in 2018 as an economic incentive to flexible warehousing space in any M-1 Light Industrial District. This incentive is targeted to spur growth through incubator business spaces. The discount is applied to the sewer impact fee

based on the normal EDU calculation for the space. The following chart gives the discount amount based on the size of the flexible warehousing unit:

Gross Floor Area Range (square feet)	Discount applied to normal sewer impact fee
0 to 2,000	70%
2,001 to 4,000	60%
4,001 to 6,000	50%
6,001 to 8,000	40%
8,001 to 10,000	30%

SEWER TAP FEE:

4" diameter	\$1,050.00	plus \$600 to open street
6" diameter or larger	\$1,050.00	plus \$600 to open street

* The City Council approved a selective elimination of the sewer tap fees in 2018. This fee incentive applies to the *first eighteen single family detached* housing units permitted, built and receiving their certificate of occupancy in 2018. This fee reduction only applies to housing constructed within Developments in the City, where sewer taps have already been installed by the developer.

DOWNSTREAM SEWER ASSESSMENT FEE:

Lift Station #1	Methodist Manor House Drainage Shed	\$ 400.00 per EDU
Lift Station #2	Route 13 South Drainage Shed	\$ 800.00 per EDU
Lift Station #3	Route 13 North (SVSC) Drainage Shed	\$ 800.00 per EDU
Lift Station #4	Retirement Living Drainage Shed	\$ 400.00 per EDU
Lift Station #5	Western Auto Drainage Shed	\$ 400.00 per EDU
Lift Station #6	Virginia Commons Drainage Shed	\$ 400.00 per EDU
Lift Station #7	Shipley Center Drainage Shed	\$ 400.00 per EDU
Lift Station #8	Hurley Heights Drainage Shed	\$ 400.00 per EDU
Lift Station #9	Cedar Avenue Drainage Shed	\$ 400.00 per EDU
Lift Station #10	Industrial Park Drainage Shed	\$ 400.00 per EDU
Lift Station #11	Dulany Street Drainage Shed	\$ 400.00 per EDU
Lift Station #12	North Ross Drainage Shed	\$ 400.00 per EDU
Lift Station #13	Governor's Grant Drainage Shed	\$ 400.00 per EDU
Lift Station #14	Mears Campus Drainage Shed	\$ 1,200.00 per EDU
Lift Station #15	Herring Run Drainage Shed	\$ 1,200.00 per EDU
BSSD	Interceptor Upgrades	\$ 400.00 per EDU

STORM WATER IMPACT FEE:

Per square foot of developable land \$0.10

ELECTRIC SYSTEM COST RECOVERY FEE:

Residential Service Single Phase (120/240)

100 amp	\$ 187.50
200 amp	\$ 375.00
300 amp	\$ 562.50
400 amp	\$ 750.00

Commercial Service 3 phase (120/208) & (120/240)

200 amp	\$ 750.00
400 amp	\$1,500.00
600 amp	\$2,245.00
800 amp	\$2,995.00

Commercial Service 3 phase (277/480)

200 amp	\$ 1,730.00
400 amp	\$ 3,455.00
600 amp	\$ 5,200.00
800 amp	\$ 6,915.00

Industrial Service 3 phase (120/208) & (120/240)

200 amp	\$ 935.00
400 amp	\$ 1,870.00
600 amp	\$ 2,810.00
800 amp	\$ 3,745.00
1,000 amp	\$ 4,680.00

Industrial Service 3 phase (277/480)

200 amp	\$ 2,160.00
400 amp	\$ 4,320.00
600 amp	\$ 6,500.00
800 amp	\$ 8,640.00
1,000 amp	\$10,790.00
2,000 amp	\$21,580.00
3,000 amp	\$32,500.00

WATER METER & WATER METER PIT PRICES:

As determined by the Director of Public Works

REPRODUCTION FEES – (i.e. - FREEDOM OF INFORMATION ACT)

Document Copies	\$0.25 per page	(\$1.00 minimum charge)
Duplicate Bill Fee	\$2.50	
Print Account History	\$2.50	
All other records	Actual cost of reproduction	

COMMERCIAL PROPERTY LISTING ON CITY WEBSITE

Per Property \$25

CITY EQUIPMENT & TOOL RATES

The following fees shall be charged for City of Seaford projects and code related actions in accordance with City Policy. This equipment (and/or tools) is not intended to be rented by or to the general public. All City equipment shall be operated by City personnel at all times. Personnel costs shall be charged at the current prevailing rate.

Electric Line Truck	\$40 per hour (minimum 1 hour)
Electric Bucket Truck	\$40 per hour (minimum 1 hour)
Electric Pole Trailer	\$25 per hour (minimum 1 hour)
Pick-Up/Service Truck	\$25 per hour (minimum 1 hour)
Trencher - Walk Behind	\$30 per hour (minimum 1 hour)
Trencher – Ride On w/backhoe	\$40 per hour (minimum 1 hour)
Flat Bed Dump Truck	\$35 per hour (minimum 1 hour)
Regular Dump Truck	\$35 per hour (minimum 1 hour)
Back Hoe/Loader	\$35 per hour (minimum 1 hour)
Skid Steer Loader	\$35 per hour (minimum 1 hour)
Mini Excavator	\$35 per hour (minimum 1 hour)
Tractor Mower “Bush Hog” (Ride On)	\$50 per hour (minimum 1 hour)
Tractor Mower “Cub Cadet” (Ride On)	\$50 per hour (minimum 1 hour)
Lawn Mower “Zero Turn” (Ride On)	\$20 per hour (minimum 1 hour)
Lawn Mower (Push)	\$15 per hour (minimum 1 hour)

Back Pack Blower	\$15 per hour (minimum 1 hour)
Weed Cutter (Gas Powered)	\$15 per hour (minimum 1 hour)
Chain Saw (Gas Powered)	\$15 per hour (minimum 1 hour)
Generator (19-29 KVA)	\$30 per hour (minimum 1 hour)
Generator (125-149 KVA)	\$55 per hour (minimum 1 hour)
Sewer Rodder	\$50 per hour (minimum 1 hour)
Air Compressor	\$25 per hour (minimum 1 hour)
Weed Sprayer	\$15 per hour (minimum 1 hour)
Paint Machine	\$25 per hour (minimum 1 hour)
Power Sweeper	\$50 per hour (minimum 1 hour)
Video Camera with Trailer	\$100 per hour (minimum 1 hour)
Hydra-stop with Trailer	\$100 per hour (minimum 1 hour)

(Cost of the Hydra-stop sleeve is an additional charge; contact the Director of Public Works for pricing)

PARK RENTAL FEES

SOROPTIMIST PARK:

Front Pavilion	\$30 per day
Back Pavilion	\$20 per day

SPORTS COMPLEX:

- Sports fields: \$75 per field per day
- Use of field lights: \$25 per field per hour (in addition to the daily field rental fee)
- The JAY'S NEST PLAYGROUND, which is located within the SPORTS COMPLEX, may not be rented.

ALL OTHER CITY PARKS:

May be rented on a case by case basis, and must obtain a Special Event Permit.

NB# 8
10-9-13

**COOPERATIVE AGREEMENT
BETWEEN THE
DELAWARE DIVISION OF REVENUE
AND THE
CITY OF SEAFORD
FOR
THE STATE TAX REFUND INTERCEPT PROGRAM
AND
THE LOTTERY INTERCEPT PROGRAM**

I. STATEMENT OF PURPOSE

This Cooperative Agreement between the Delaware Division of Revenue (“DDOR”) and the City of Seaford (“COS”) is for the purpose of setting forth procedures and definitions for the State Tax Refund Intercept Program (“STRIP”) and the Lottery Intercept Program (“LIP”), hereinafter referred to as the “Offset Program.” This Cooperative Agreement incorporates the regulations issued by the DDOR for the administration of the Income Tax Set-Off Act and the Lottery Intercept Program, in accordance with 30 Del. C. §545. The Act provides that a Delaware individual tax refund may be applied, in whole or in part, against any delinquent indebtedness owed a “claimant agency,” as that term is defined in 30 Del. C. §545(b). “Claimant agency” is defined to include COS.

II. ELIGIBLE COLLECTION ACCOUNTS

- A. Eligible collection accounts, (hereinafter “claims”) are limited to:
 - i. Liquidated-debts which are legally due and owing COS;
 - ii. Claims for which debtor’s liability has been legally established;
 - iii. Claims that are within the applicable statute-of-limitations;
 - iv. Claims where all rights of due process are satisfied. COS shall provide debtor with pre-offset program notification and the opportunity to be heard;
 - v. Claims where all administrative remedies have been exhausted. COS shall establish procedures for the administrative hearings of debtor appeals in response to any pre-offset notice or the Notice of Intent to Offset.
 - vi. Claims that have not been subject to discharge in bankruptcy and are not protected by automatic stay in bankruptcy;
 - vii. Claims in the amount of \$50.00 or more.

III. CERTIFICATION OF CLAIMS

- A. COS shall provide DDOR with written claim certification at the time the claim is submitted into the Offset Program. The certification shall include:

- i. The full name of the debtor, the social security number or federal tax-identification number of the debtor and the amount of debt subject to offset;
- ii. A statement that the debt is legally due and owing COS; that debtor's liability for the debt has been legally established; that debtor received pre-Offset Program notice and that all rights of due process are satisfied and all administrative remedies have been exhausted.

IV. SUBMISSION PERIOD/SUBMISSION DATE

Eligible claims shall be submitted to DDOR annually during a time-period established by DDOR. The submission date shall be the date DDOR accepts COS submission.

V. CLAIM PRIORITY

- A. Pursuant to 30 Del. C. §545 and §565, claims are processed by DDOR in the following order:
 - i. A refund intercept to collect unpaid taxes and additions to tax of this State;
 - ii. A claim pursuant to a notice of a claimant agency of this State pursuant to § 30 Del. C. 545;
 - iii. A request by a claimant government for intercept of a refund pursuant to 30 Del. C. 558(b).
- B. If more than one claimant agency submits an eligible claim to DDOR involving the same debtor, submissions will be honored on a first-come-first-served basis determined by submission date.

VI. FORMAT OF SUBMISSIONS

- A. DDOR has the exclusive right to establish minimum data and formatting requirements governing the submission of claims;
- B. Claims submitted to DDOR by COS must comply with all DDOR data and formatting requirements established by the DDOR.
- C. DDOR reserves the right to reject claims that do not comply with the minimum data requirements.
- D. Provided that the minimum data requirements are met, DDOR reserves the right to authorize COS submit claims in an alternative format.

VII. OFFSET PROCEDURE AND REQUIREMENTS

- A. **Pending Offset Notification:** After eligible claims are accepted into the offset program, DDOR will provide COS with a list of claims daily (hereinafter, "pending offset notification") for which funds are tentatively subject to offset, (hereinafter, "pending offset").

- B. **Minimum Amount of Refund Subject to Offset:** Unless modified by separate agreement, the Division of Revenue shall hold for Offset purposes only those refunds in the amount of \$75.00 or greater.
- C. **COS Verification of Pending Offset:** Within 45 days of pending offset notification, COS shall be responsible for confirming the balance due on the claim and approving the offset amount.
 - i. COS shall not approve any claim still subject to appeal;
 - ii. COS shall not approve any claim wherein an appeal is pending;
 - iii. COS shall not approve any claim subject to automatic stay under bankruptcy;
- D. **Failure to Verify Pending-Offset:** If COS fails to confirm the balance due on a claim and approve the offset amount, the claim becomes ineligible for offset, removed from the offset program and funds formerly pending-offset will be immediately issued to the taxpayer.
- E. **Erroneous Offset:** If COS erroneously approves and receives an offset, COS agrees to issue a refund to the taxpayer.
- F. **Notice of Intent to Offset:** DDOR will issue a "Notice of Intent to Offset" to the taxpayer and in-the case of a joint return, to the non-debtor spouse. If the taxpayer and/or non-debtor spouse fail to file a written protest within 30 days, the entire confirmed amount pending offset will be forwarded to COS.
 - i. **Joint Tax-Return:** If, after written-protest, it is determined after that any portion of the pending-offset represent a refund due to the non-debtor spouse, the DDOR shall remit to COS only those funds in-excess of the amount refunded to the non-debtor spouse.
 - ii. **Combined Tax-Return/Married Filing Separately:** Refunds due to the debtor-spouse and non-debtor spouse are computed separately and after the expiration of the appeal period only the refund due the debtor spouse will be forwarded to COS.
- G. **Withdrawal of Claim:** COS agrees to notify DDOR of withdrawal of claim from the Offset Program immediately after COS receives notice of a direct appeal or bankruptcy involving debtor, or receives payment in full on the claim outside of the Offset Program.

VIII. OFFSET PROGRAM FEE/BILLING

COS agrees to pay DDOR in the amount of \$25.00 per offset ("offset-fee"). The DDOR will bill COS for offset-fees. DDOR reserves the right to increase the offset-fee and will provide COS with at least (30) days' written notice prior to the effective date of any offset-fee increase. COS may withdraw claims at any time by providing DDOR with written notice of withdrawal. COS agrees to pay DDOR the offset-fee increase for any COS offset processed after effective date of the offset-fee increase.

[SIGNATURES ON NEXT PAGE]

Date

Jennifer R. Hudson, Esq., Director
Delaware Division of Revenue

Date

Charles Anderson, City Manager
City of Seaford

OFFSET 042018

NB# 9
10-9-18

**AMENDMENT
TO
AGREEMENT OF SALE**

This Amendment to Agreement of Sale (“Amendment”) is made this ___ day of _____, 2018 by and between The City of Seaford (“Seller”) and Better Homes of Seaford, Inc. (“Buyer”)

Background

A. Buyer and Seller are parties to agreement of sale, executed in November, 2009 (“Agreement of Sale”), relating to certain property now or formerly known as tax parcel number 3-31-5.00-4.24 in Seaford, Sussex County, Delaware (“Property”).

B. By this Amendment, the parties desire to (i) add a provision for environmental review and release of federal funds and (ii) extend the date for Buyer to close on the Property to April 30, 2019.

NOW, THEREFORE, in consideration of the Agreement of Sale and for other good and valuable consideration, the parties agree as follows:

1. Background. The foregoing Background information is incorporated herein as if set forth in full.

2. Modification of Agreement of Sale.

a. Buyer shall have the right, until April 30, 2019, to purchase the Property.

b. Notwithstanding any other provision of the Agreement of Sale, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until the Delaware State Housing Authority (“DSHA”) has provided Buyer and/or Seller with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other contingencies in the Agreement of Sale, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property; or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. DSHA shall use its best efforts to conclude the environmental review of the Property expeditiously.

3. Ratification. Except as modified by this Amendment, the Agreement of Sale is hereby ratified and affirmed.

4. Miscellaneous. This Amendment shall be binding on the parties, successors and assigns.

5. Governing Law. This Amendment shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Amendment.

THE CITY OF SEAFORD

By: _____ (SEAL)
Name:
Title:

BETTER HOMES OF SEAFORD, INC.

By: _____ (SEAL)
Name:
Title:

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement") is made as of the th day of , 2009 by and between THE CITY OF SEAFORD, a municipal corporation of the State of Delaware, P. O. Box 1100, 414 High Street, Seaford, DE 19973, (hereinafter called "Seller") and BETTER HOMES OF SEAFORD, INC 101 Independence Drive, Seaford, DE 19973 (hereinafter called "Buyer").

WITNESSETH:

1. **SALE OF REAL PROPERTY.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all those certain lands and premises designated as TMP # 3-31-5.00-4.24 in Seaford, Sussex County, Delaware as more particularly described in Exhibit B attached hereto.

2. **PURCHASE PRICE.** The total consideration or purchase price for the Premises is estimated on the proposed purchase of one lot totaling 6.2827± acres at a price of \$40,000 per acre and is Two Hundred Fifty One Thousand, Three Hundred and Eight dollars (\$251,308.00) and shall be paid as follows:

- (i) One percent (1%) or Two Thousand Five Hundred Thirteen Dollars and Eight cents (\$2,513.08) on the signing of this Agreement in cash or by check drawn to the order of The City of Seaford to be held subject to the terms and conditions of this Agreement.
- (ii) The balance shall be payable at settlement in cash or other immediately available funds.
- (iii) The balance shall be determined per survey, prepared by Temple-Sellers, with deposit deducted.

3. **DISBURSEMENT OF DEPOSIT.** If settlement is completed hereunder or if Buyer, without the right to do so and in default of Buyer's obligations hereunder, fails to complete settlement, Seller shall retain all of the money paid on the signing of this Agreement, which sum shall be retained by Seller as liquidated damages and this Agreement shall terminate and be of no further force or effect.

4. **TIME AND PLACE OF SETTLEMENT.** Settlement hereunder shall take place on or before a date 30 days after the completion of the Buyer's Study Period, at a time and place to be mutually determined by the Buyer and seller.

5. **ITEMS TO BE FURNISHED BY SELLER.** Within ten (10) days after complete execution of this Agreement, Seller shall deliver to Purchaser any surveys and any information relating to title to the Property including any title opinions or title insurance policies relating to

the Property. Seller shall also deliver copies of any Environmental Reports for the specific property and/or the Ross Business Park in general.

6. **CONDITION OF TITLE.** Title to the Premises shall be good, marketable, fee simple title, free and clear of all liens except as hereinafter provided. Seller shall, no less than forty-five (45) days from the date hereof, obtain a title insurance binder committing to issue to Buyer, upon the recordation of a general warranty deed from the Seller, a title insurance policy in the amount of the purchase price, insuring the title to the Property to Buyer, free and clear of all liens, encumbrances, easements, encroachments, rights-of-way, limitations of record, mineral reservations and road reservations. If the title insurance commitment or any survey obtained by the Buyer reveal title or survey matters or exceptions which are not approved by Buyer as Permitted Exceptions, then Buyer shall so notify Seller in writing within fifteen (15) days after receipt of the title commitment or survey, and Seller shall have thirty (30) days thereafter within which to have such unpermitted exceptions removed, at Seller's option. If Seller fails to have the unpermitted exceptions removed, Buyer may terminate this Agreement and receive back the Earnest Money or, at Buyer's election, may close notwithstanding the unpermitted exceptions with an appropriate adjustment of the purchase price as to any unpaid taxes, mortgages, monetary liens or judgments which can be cured with the payment of money. If Seller removes the unpermitted exceptions, the sale shall close in accordance with this Agreement on the later of the Closing Date or thirty (30) days after such exceptions have been removed.

7. **POSSESSION.** Possession of the Premises shall be given to Buyer at the time of settlement, unoccupied and free of any leases, claims to or rights of possession by delivery of Seller's special warranty deed, in proper recordable form, duly executed and acknowledged by Seller.

8. **TAXES-APPORTIONMENTS-RECORDATIONS.** Real estate taxes, water rents, sewer charges, maintenance fees and other similar charges shall be apportioned pro rata on a per diem basis as of the date of settlement. Buyer shall pay all charges for recordation of the deed from Seller for the premises and all other charges incurred by Buyer.

9. **SITE INSPECTION AND CONDITIONS PRECEDENT TO CLOSING.** Buyer, buyer's agents, employees or other representatives, shall have the right during the period prior to Closing to go upon the Property for the purpose of making surveys, engineering, environmental and other tests, as Buyer deems necessary or advisable. Buyer shall pay for damages, if any, to the Property caused by Buyer, his employees and agents while such surveys or tests are being made. Nothing in this Section shall relieve Seller of its obligations to deliver surveys, title policies and other matters to the extent required under this Agreement. Buyer shall have until December 31st, 2011 within which to conduct such investigations and inspections as

Buyer deems necessary (the "Study Period"). If nearing the completion of the "Study Period", the Buyer deems it necessary to require an extension of said period, the Buyer must provide in writing a request for extension to Seller, provided that the Buyer can provide proof of satisfactory project progression. The Seller reserves the right to approve or deny any such request. At any time prior to the end of the Study Period if Buyer determines, in Buyer's sole discretion, that the Property is not suitable for Buyer's purposes, Buyer may give Seller written notice that this Agreement is terminated and Buyer shall receive a full refund of the Earnest Money from Seller.

10. CONDITIONS OF BUYER'S OBLIGATIONS.

a Any of the conditions contained herein may be waived, in writing, in whole or in part by Buyer at or prior to the Closing, in which event this Agreement shall continue in full force and effect and the obligations of Buyer and Seller hereunder shall be unaffected by such waiver. In the event any of such conditions are not satisfied or waived, this Agreement shall terminate upon notice from Purchaser to Seller and the Earnest Money shall be returned to Purchaser within five (5) days of such notice.

b. Purchaser's obligation to purchase the Property shall be conditioned on:

(i) All representations and warranties of Seller set forth in this Agreement being true at, and as of, the Closing in all respects, as though such representations and warranties were made at, and as of, the Closing: and,

(ii) Seller having delivered, performed, observed, and complied with, all of the items, instruments, documents, covenants, agreements, and conditions required by this Agreement to be delivered, performed, observed and complied with by it prior to, or as of, the Closing.

11. SELLER COOPERATION. Seller agrees to permit Buyer access to property at all reasonable times to permit Buyer to complete any inspection or tests deemed necessary by Buyer. Buyer shall restore property to its original condition after said tests are completed. Seller agrees to sign all applications for permits deemed necessary by the Buyer. Seller agrees to make available to Buyer all engineering and topographical studies, surveys, site plans, wetland studies and other documents relating to development of the property in its possession or control.

12. NOTICES. All notices to be given by either party to the other hereunder shall be in writing unless otherwise provided and shall be delivered in person or given by United States registered or certified mail, postage prepaid, return receipt request, addressed to the party for whom intended at the address of such party appearing after such party's name at the beginning of this Agreement or at such other address as the party in question may specify in written notice to the party giving notice. All notices shall be deemed given on the date delivered in person or by

teletype or the date of mailing. Notices by the parties may be given on their behalf by their respective attorneys, and copies of all notices should be given to their respective attorneys.

13. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, executors, administrators and assigns.

14. **ENTIRE AGREEMENT.** This is the entire agreement between the parties and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part, unless such agreement is in writing and signed by the party whom enforcement of the change, modification, discharge or abandonment is sought.

15. **HEADINGS.** The headings incorporated in this Agreement are for convenience in reference only and are not a part of this Agreement and do not in any way limit or add to the terms and provisions hereof.

16. **DATE.** The date of this Agreement shall be the date upon which Seller executes this Agreement.

17. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Delaware.

18. **TIME OF ESSENCE; DEFAULT OF BUYER; TENDER.** Time is of the essence of this Agreement. If Buyer fails to make any payment as specified herein, knowingly furnishes false or incomplete information to Seller, or violates or fails to perform any of the terms or conditions of this Agreement, then Seller shall have the right to option to declare this Agreement to be in default under the provision in Section 3 hereof.

19. **RISK OF LOSS.** The risk of loss or damage to the property or improvements is assumed by Seller until the date of settlement.

20. **LEGAL RIGHTS AFFECTED.** This Agreement substantially affects important legal rights. Buyer and Seller are entitled to consult attorneys of their choice prior to signing this Agreement, and by signing this Agreement, the respective parties acknowledge that they have had the opportunity to consult such attorneys prior to the signing of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

Agreement of Sale
Better Homes of Seaford, Inc. &
The City of Seaford
Page 5 of 7

Seller: THE CITY OF SEAFORD

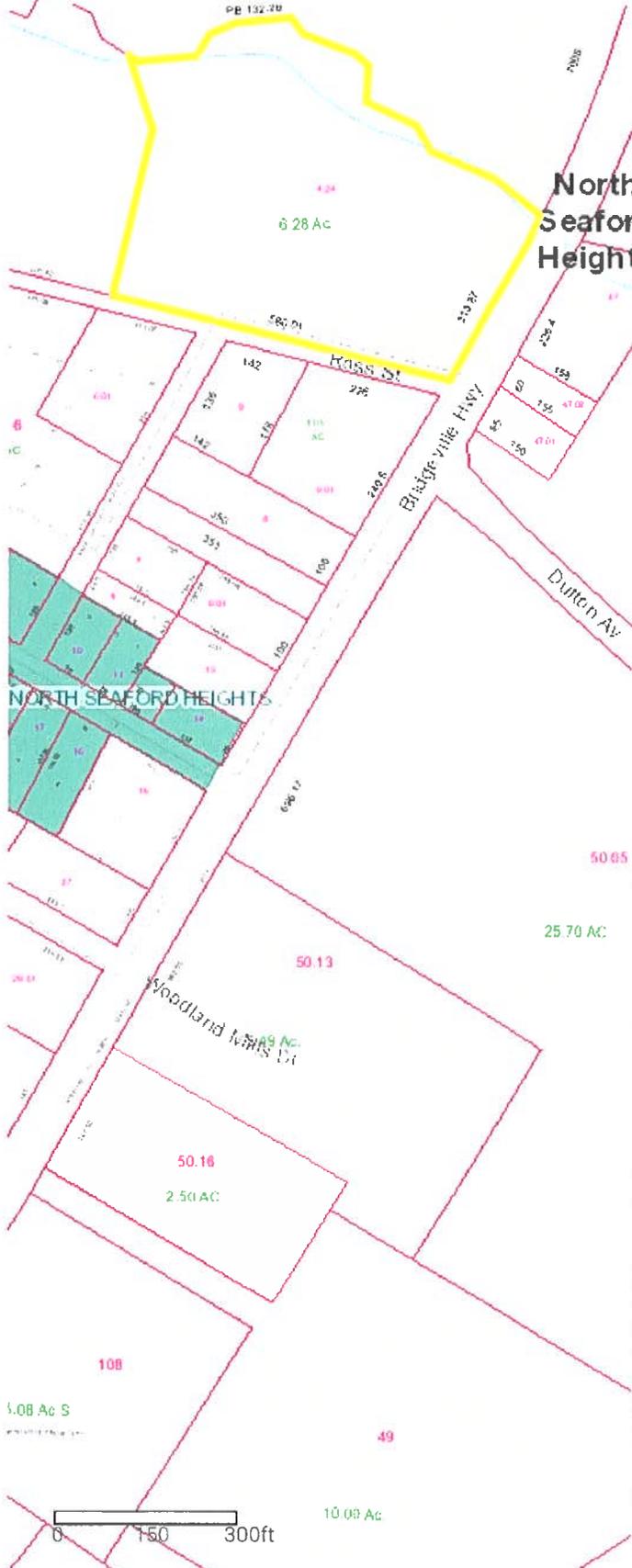
BY: *Edward M. Farkas*

ATTEST: *[Signature]*

BUYER: BETTER HOMES OF SEAFORD, INC

BY: *Louise M. Cole*

Deposit \$5,026.⁰⁰ 4/30/2007



Search results

Clear Selected

Selected Features:

Parcels (1)

1) 331-5.00-4.24

Zoom

Book	2445
Page	10
Owner Name	SEAFORD CITY OF
Mailing Address	PO BOX 1100
City	SEAFORD
State	DE
Description	W/RT 13A
Description 2	N/ROSS STREET
Land Code	LG
School	3
Town Code	SF
CAP	0
LND Improvement	31400
PIN with Unit	331-5.00-4.24
PIN	331-5.00-4.24
Zipcode	19973
Frontage	0
Depth	0
Fire District	87

Selected Features (1)

C. Anderson

From: Griffith, Daniel A. <DGriffith@wtplaw.com>
Sent: Thursday, October 4, 2018 1:26 PM
To: C. Anderson
Subject: RE: Amendment to the Herring Ridge Agreement of sale

Hi Charles:

I have reviewed both the original agreement of sale and the proposed amendment and I see no impediments to executing the amendment. It looks good to me.

Thanks,

Dan



Daniel A. Griffith | *Partner | Managing Attorney, Delaware*
The Renaissance Centre, Suite 500 | 405 North King Street | Wilmington, DE | 19801-3700
t: 302.357.3254 | f: 302.357.3274
dgriffith@wtplaw.com | www.wtplaw.com

WTP is a proud member of two global law firm networks.



From: C. Anderson <canderson@seafordde.com>
Sent: Thursday, September 27, 2018 10:54 AM
To: Griffith, Daniel A. <DGriffith@wtplaw.com>
Subject: FW: Amendment to the Herring Ridge Agreement of sale

Dan,

Hope all is well for you.

Attached is a proposed amendment to an agreement of sale that the City entered into in 2009 for land that we own. The project proposed on the property is a subsidized housing project for the elderly and it has taken several years and rounds of funding to finally proceed. Could you please review the addendum and verify that we have no legal issues executing the amendment? The plan is to put this on the October 9th City Council agenda for their review and approval to execute.

Thanks

Charles

From: William Roupp <bill.roupp11@verizon.net>
Sent: Wednesday, September 26, 2018 11:43 AM
To: C. Anderson <canderson@seafordde.com>
Cc: 'Maggie Pleasant' <mpleasant@ncall.org>
Subject: Amendment to the Herring Ridge Agreement of sale

Charles

The Delaware State Housing Authority is requiring that we update the Agreement of Sale with the Herring Ridge parcel with an amendment which will make it a current agreement. The Amendment includes some statements and wording which is required by HUD and DSHA when using Federal and State funds.

Our attorney Chris Lamb drafted the amendment with the guidance and approval from DSHA.

On the Agreement of Sale from November 5, 2009 it references that \$2,513.08 is the deposit amount, but in fact the original deposit BHS made on the original agreement was \$5,026.00 and when we settled on the Hampton Circle parcel it was understood that that 5,026.00 would transfer over to the Herring Ridge parcel and the City would hold until the Herring Ridge parcel was purchased.

I have attached both the November 2009 Agreement of Sale and the Amendment to Agreement of Sale.

Please review and advise the next step forward.

Thanks

Bill

This transmission contains information from the law firm of Whiteford, Taylor & Preston LLP which may be confidential and/or privileged. The information is intended to be for the exclusive use of the planned recipient. If you are not the intended recipient, be advised that any disclosure, copying, distribution or other use of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately

NB# 10

10.9.18

To: Charles Anderson, City Manager

From: Tracy Torbert, Executive Secretary

Date: October 5, 2018

RE: Dolby tax increase request

As part of the Unified Sewer District improvement project that is currently in the engineering phase, facilities will be placed on lands owned by Mr. Jay Dolby. When a parcel receives improvements and a CO is issued, we send our tax assessor out to do a reassessment of the property to include the new improvements.

The Unified Sewer District will be a public utility owned by the City, located in an easement area which will be beneficial to the City. Therefore, it is being requested to exempt Mr. Dolby from a property tax increase related to the facilities that will be installed by Sussex County on his land for the Unified Sewer District.

If Mr. Dolby decides to develop the land that the facilities are placed on, at that time we will look at removing the exemption as the facilities will be beneficial to his development.

Please present this request at the Mayor and City Council meeting on October 9, 2018 for their consideration.

Date: SEPT 24 / 2018.

NR# 11
10.9.18

Name and address of applicant:

Wheaton's Incorporated

24960 Dairy Lane

Seaford, Delaware 19973

Phone Number: 302-462-0510

Mayor and City Council

Attn: City Manager

414 High Street

PO Box 1100

Seaford, DE 19973

To Whom It May Concern:

(I)/(We) the undersigned, do hereby petition the Mayor and City Council of the City of Seaford to request the annexation of the property(s) which (I)/(We) do own, to be zoned C2, with the description and locations as follows:

Tax Map and Parcel: 531 - 12.00- 40.00, located on 24960 Dairy Lane, Seaford, Delaware 19973.

Our reasons for requesting annexation are as follows:

X City Utilities

X City policing

Other: Require zoning to be consistent with construction and operation of a Charter Elementary School

Respectfully submitted,

WHEATON'S INC.

PER Samuel Wheaton



Search results

Clear Selected

Selected Features:

Parcels (1) ▼

1) 531-12.00-40.00

Zoom

<i>Book</i>	3576
<i>Page</i>	65
<i>Owner Name</i>	WHEATONS'S INC
<i>Mailing Address</i>	24960 DAIRY LN
<i>City</i>	SEAFORD
<i>State</i>	DE
<i>Description</i>	N/STEIN HWY
<i>Land Code</i>	CO
<i>School</i>	3
<i>Town Code</i>	00
<i>CAP</i>	0
<i>BLDG Improvement</i>	27800
<i>LND Improvement</i>	8300
<i>PIN with Unit</i>	531-12.00-40.00
<i>PIN</i>	531-12.00-40.00
<i>Zipcode</i>	19973
<i>Frontage</i>	0
<i>Depth</i>	0
<i>Fire District</i>	87
<i>Council District</i>	1

Selected Features (1)



Memorandum

NPB-# 12
10-9-18

To: Mayor & Council

From: Trisha Newcomer, Director of Economic Development & Community Relations

Date: October 5, 2018

RE: Seaford Police Department Telephone System

Recently, Friday September 28, 2018, the telephone system handling the administrative lines at the Seaford Police Department failed. The system has been failing, but with a reboot we have been able to bring it back online. Knowing it was failing, it was our plan to budget this in the FY20 budget. However, in this last failure, the system will no longer function properly and is affecting the daily functions of the police department. The current system is over 20 years old and is no longer supported by any vendors nor are parts manufactured for replacements.

This failure has put the department in a very bad situation and the system in need of emergency replacement. The police department administrative lines are used by our community for reporting non-emergencies, but they are also used by alarm companies to report fire alarms, burglar alarms and life-alert activations. Time is of the essence, when dealing with the later three items, thereby making a fully functioning telephone system paramount to the day-to-day operations. **Please note, this system does not affect our 911 lines, as they are run through the state's 911 vendor directly into the communications center.**

Due to the dire situation, it would be our recommendation to replace the SPD phone system at this time. Our present phone vendor, Telewire, is able to accommodate this replacement. Telewire is our vendor for our phone system, throughout all our City facilities, with the exception of the police department. We recommend using Telewire as the vendor for the replacement of the phone system for continuity of operations and consistency throughout.

Telewire is able to secure the Mitel system through contract pricing through Sourcewell, of which we are a member. Sourcewell allows government to save time and money by purchasing from their ready-to-use, competitively solicited contracts. Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. Sourcewell's analysts streamline the procurement process for members by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements.

Telewire has provided us with a quote for full system replacement and installation, using the Sourcewell – Mitel Vendor pricing in the amount of \$24,015.52. In their quote, they have

Telewire, Inc.

Phone: 410-749-2355 / 800-787-2355

Fax: 410-749-2401

1516 South Salisbury Boulevard
Salisbury, MD 21801-7155**Quote**No.: **6894**Date: **9/28/2018**

Prepared for:
 Gary Andrews (302) 604-2040
 City of Seaford - Police Department
 300 Virginia Avenue
 Seaford, DE 19973 U.S.A.

Prepared by: Erin Middleton
 Account No.: 3167
 Phone: (302) 629-6644

Quantity	Item ID	Description
----------	---------	-------------

Sourcewell-Priced Voice Processing Server and Voice Mail and License:

1	02-52002686	Mitel MiVoice Office 250 HX IP Base Kit w/o Flash, 4x16x4, w/ 4-Port V-Mail, 16 IP Phone Licenses (16 "D"), and 90 Days of Software Assurance
1	01-841.1152	Mitel MiVoice Office 1GB Serialized Compact Flash (requires v4.0+)
1	01-840.0819	Mitel MiVoice Office License, File-Based Music Source (requires v3.0+)
10	01-840.0416	Mitel MiVoice Office License, Category "D" IP Phone, Models 52xx and 53xx
1	02-54005911	Mitel Standard Software Assurance, MiVoice Office 250 up to 32 Users/Ports, 1 Year

Sourcewell-Priced CO Line Access Modules:

1	01-580.2304	Mitel MiVoice Office 250 CS/HX LSM-4, Loop Start Module, 4 Ports
---	-------------	--

Sourcewell-Priced IP Phones:

2	02-50006478	Mitel 5340e Gigabit Self-Labeling IP Phone w/ Backlit Display
24	02-50006634	Mitel 5320e Gigabit IP Phone w/ Backlit Display

Open Market Priced POE Switch:

1	02-50006594	Mitel Streamline PoE Switch, 48-Ports (need NA power cord, PN 50006271)
5	02-50006644	Mitel Streamline Dongles II, 6-Pack
1	02-50006271	Mitel Power Cord, North American (NA) Plug

Open Market-Priced UPS, Surge Protection:

1	41-DTK-SIGB-B	Ditek Ground Bar
8	41-DTK-SL130A	Ditek 130V Surge Protector w/ LED
1	41-DTK-3GTP	Ditek 3-Outlet AC Surge Protector

Quote

No.: **6894**

Date: **9/28/2018**

Quantity	Item ID	Description
----------	---------	-------------

Open Market-Priced Labor:

8.00	09-999990	Labor, Technician, Tier 1 Programming
16.00	09-999990	Labor, Technician, Tier 1 Install
16.00	09-999991	Labor, Technician, Tier 2 Install
6.00	09-999991	Labor, Training

Notes:

- 1. Paging equipment to be re-used if possible.
- 2. Assumes cabling is already in place where phones are desired.
- 3. Sourcewell membership is free. PO Must reference Mitel Sourcewell contract number 040314-MBS

Your Price: **\$24,015.52**

Total: **\$24,015.52**

Prices are firm until 10/28/2018

Terms: 50% at Signing; 50% at Training

Prepared by: Erin Middleton, erin@telewire-inc.com

Date: 9/28/2018

Accepted by: _____

Date: _____

regular meeting of the City Council, as defined in this Act may be changed by resolution passed by a majority of the elected members of the City Council without notice to the general public. 66 Del. Laws, c. 327 (<http://delcode.delaware.gov/sessionlaws/ga134/chp327.shtml>)

NB#12
10-9-13

Special Meetings.

Section 9.

A special meeting may be called by the Mayor upon his own motion and shall be called by him upon the request of a majority of the elected members of the Council. The said date, hour, and place of such special meeting shall be designated by the Mayor, but in no event shall it be later than five (5) days after the written request is made by the members of the City Council. Failure to call such a meeting may be cause for removal of the Mayor. The City Council shall have the same power and authority to enact all ordinances, adopt all resolutions, pass all motions, make all orders, and transact all other business at any such special meeting, called as hereinbefore provided, as the Council has the authority and right to do at any regular meeting.

Quorum.

Section 10.

A majority of the members elected to the City Council shall constitute a quorum at any regular or special meeting; but a less number may adjourn from time to time and may compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance.

Rules And Minutes Of Council.

Section 11.

The Council shall determine its own rules and order of business, and shall keep a journal of its proceedings and the yeas and nays shall be taken upon the passage of every ordinance and resolution and shall be entered in the journal with the text of the ordinance or resolution.

Vacancies.

Section 12.

If any vacancy shall occur in the office of Mayor or Councilman, by death, resignation, loss of residence in the City of Seaford, refusal to serve, failure to elect or otherwise, the same may be filled by a majority vote of the members of the City Council, the person or persons so chosen to fill such vacancy or vacancies shall be qualified as in the case of newly elected members and shall hold office for the balance of the unexpired term to which he is appointed or until his successor is duly elected and qualified. 58 Del. Laws, c. 28 (<http://delcode.delaware.gov/sessionlaws/ga126/chp028.shtml>)

Disqualifications.

Section 13.

If any Councilman or Mayor, during his term of office, shall be found guilty of any crime or misdemeanor and sentenced to imprisonment for any term whatever, or shall for any reason cease to be resident of said City, he shall forthwith be disqualified to act as a member of Council or Mayor, and his office shall be deemed vacant and shall be filled by Council, as aforesaid.

If any Councilman or Mayor, during his term of office shall become a full time employee of the City of Seaford, he shall forthwith be disqualified to act as a member of Council or as Mayor, and his office shall be deemed vacant and shall be filled by Council as provided in this Charter. 60 Del. Laws, c. 111 (<http://delcode.delaware.gov/sessionlaws/ga128/chp111.shtml>)

Contracts.

Section 14.

It shall be unlawful for the City Council to make or enter into any contract in excess of Five Hundred Dollars (\$500.00) for materials, supplies, work or labor for the benefit and use of the City of Seaford with any member of the City Council or the Mayor or with any partnership in which any member of the City Council or the Mayor is a general partner or with any corporation in which any member of the City Council or the Mayor is a director or controlling stockholder or with any firm or company which any member of the City Council or the Mayor is pecuniarily interested, provided that if all the elected members of the City Council shall vote to enter into such contract, then the City may enter into such a contract. Any such contract executed without such unanimous vote shall be absolutely null and void.

All contracts for the purchase of materials or for the furnishing of services authorized or permitted by this Charter shall be accomplished by advertising and by competitive bidding in the awarding of contracts to the lowest responsible bidder; PROVIDED HOWEVER, that competitive bidding shall not be required under any of the following circumstances:

1. The aggregate amount involved is not more than Twenty-five Thousand Dollars (\$25,000) 76 Del. Laws, c. 44 (<http://delcode.delaware.gov/sessionlaws/ga144/chp044.shtml>)
2. The purchase or contract is for personal or for professional services;
3. The purchase or contract is for any service rendered by a university, college, or any other educational institution;
4. The purchase or contract is for any service to be rendered by the State of Delaware or any political subdivision thereof;
5. The purchase or contract is for property or services for which it is impracticable to obtain competition;
6. The public exigency as determined by city council will not permit the delay incident to advertising;
7. The purchase or contract is for property or services for which the City Council determines the price received after competitive bidding are unreasonable as to all parts of the requirements or were not independently reached in open competition;
8. A public emergency as determined by the City Manager exists. 62 Del. Laws, c. 290 (<http://delcode.delaware.gov/sessionlaws/ga130/chp290.shtml>); 68 Del. Laws, c. 186 (<http://delcode.delaware.gov/sessionlaws/ga136/chp186.shtml>);
9. Contracts in which the City Council directly contracts for the procurement of labor or material for public improvements for the benefit of a special development district or a tax increment financing district created or designated by the Council. The provision includes a contract between the City Council and an owner of real property located in a special development district or tax increment financing district which provides for the transfer to the City Council from the owner of work performed by and the cost of labor or materials provided by the owner for the benefit of the district. 76 Del. Laws, c. 44 (<http://delcode.delaware.gov/sessionlaws/ga144/chp044.shtml>)

Officers.

Section 15.

- (A) The City Council shall at the annual meeting held on the Second Tuesday in the month of March appoint, by a majority vote, Auditors, City Solicitor, Assessor, and such other officers, employees and agents of the City, which by it may be deemed proper and necessary for the proper conduct and management of the City except as hereinafter provided. Any officer elected by a vote of the Council may be removed at any time by the Council at their pleasure. 63 Del. Laws, c. 343 (<http://delcode.delaware.gov/sessionlaws/ga131/chp343.shtml>)
- (B) The City Manager shall be neither Mayor nor a member of Council, and may or may not be a resident of the City of Seaford. The City Manager shall hold office for such term and at such compensation as the City Council shall determine. The duties of the City Manager shall be those of Treasurer, Secretary, and the Council may by Ordinance or resolution impose upon the City Manager any further duty or duties as they shall see fit to properly carry out the provisions of this Act.
- The City Manager shall record all the proceedings of the Council and keep a correct journal of the same in a book to be provided for that purpose; and shall file and keep in a safe place the Seal of the City and all papers and documents, relative to the affairs of the City, and immediately deliver the same to his successors in office. The City Manager shall attest the Seal of the City when authorized by Council.
- The City Manager shall render to the City Council as part of the budget process a true, accurate and detailed account of all monies collected or received by the City during the prior fiscal year. The City Manager shall pay all orders drawn on him by order of said City Council by checks signed by him from any monies in his hands belonging to the City. The Mayor shall countersign all checks for the payment of monies drawn by the City Manager upon the order of the City for any amount in excess of Twenty Thousand Dollars (\$20,000.00).
- The City Manager shall deposit the funds of the City of Seaford in a recognized banking institution located in the City of Seaford designated by the City Council or the City Council, in its discretion, may direct the City Manager to invest the funds of the City of Seaford in securities issued by the United States, the State of Delaware, or any political subdivision thereof.
- The Assistant City Manager shall perform the functions of the City Manager if the City Manager is unavailable and at such other times as may be designated by the Mayor. During such periods of time, the Assistant City Manager shall have all the powers and duties of the City Manager; provided, however, that before the person appointed as Assistant City Manager shall enter upon any duties of the City Manager, he shall furnish bond with a corporate surety for the faithful

NB #14
10-9-18

City of Seaford

Memo

To: Charles Anderson
From: Berley Mears
cc: Bryant Tift
Date: 10/4/18
Re: Unbudgeted Expenditure

As you know we have been working with DNREC for a long time to modify our Copper limit in our current NPDES permit compliance schedule which comes into effect on November 1, 2018. We contracted with Hall & Associates back in February 2018 and in April 2018 we all met with DNREC. We came away from that meeting feeling like DNREC understood the issue and was going to re-evaluate the limit using suggestions from Hall & Associates which would produce a permit modification. DNREC does not work fast and they finally produced the permit mod in September 2018 after repeated calls from me inquiring to the status. In this permit mod is a change to our compliance schedules for not only copper but for nitrogen and phosphorus as well. This included the deletion of a time table to start the motions for a plant upgrade based on some other factors. This allows us to start at our own discretion when needed and not by the dates listed in our permit. The copper limit that was re-evaluated was still too low and unachievable. DNREC only changed one variable in the equation and did not consider many other points from Hall & Associates from the meeting and other correspondence. Frankly, DNREC does not know how to deal with copper as this is the first time they have had to use the new BLM model.

In the permit mod is an extension to move the copper compliance date from November 1, 2018 to October 1, 2020. This would allow Hall & Associates to intervein on our behalf and come up with a better limit for Seaford. I was contacted yesterday by DNREC and was told that EPA (who has to review all permits) asked DNREC to withdraw the permit mod so that they would not have to object. Basically, EPA does not like the permit mod giving us more time. This would mean we would be in permit violation starting November 1, 2018. Let's all remember the current limit starting November 1, 2018 is not achievable by any means as there is no technology on the market that can remove copper to this limit. Our drinking water levels are higher and still well under the drinking water standard. There is a flaw in how this limit is being

calculated and this is why we need to again contract with Hall & Associates who has a great history of working with EPA and State agencies to re-evaluate these limits.

This is an emergency request, one because the current copper limit would take effect November 1, 2018 if the permit mod is not accepted, and two because the comment period for the permit mod ends October 26, 2018 which we need to submit comments to for the record. Hall & Associates needs time to prepare these comments to have them into DNREC before the October 26th deadline.

The proposal from Hall & Associated is for \$50,000. We have been receiving some extra unbudgeted revenue from accepting hauled waste which could be used to cover this expense. Please present this to Mayor and Council at the October 9, 2018 meeting for approval. Time is of the essence.

NB# 14
10-9-18

HALL & ASSOCIATES

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October 3, 2018

Mr. Bryant Tiff
Operations Coordinator
City of Seaford Wastewater Treatment Facility
403 Nanticoke Avenue
Seaford, DE 19973

RE: City of Seaford, DE – NPDES Copper Limits
Proposal for Legal/Regulatory Services

Dear Mr. Tiff:

Hall & Associates has completed the initial evaluations identified in our September 21, 2017 proposal. We have evaluated the facility performance data and information from DNREC supporting the development of the copper limits in the facility's current NPDES permit. We have also evaluated the background information related to developing a BLM-based copper limit. Based on these evaluations, and our meeting with DNREC on April 10th, we formulated a path forward for obtaining relief on this matter. This path was formalized in the draft letter to Mr. George Mwangi (April 27, 2018), summarizing the steps that will be taken to updating the facility's copper limits.

Since that time, the City has completed the BLM monitoring (24 monthly samples) required in its NPDES Permit and DNREC has issued a draft permit modification that modifies the existing copper limits and provides additional relief on compliance schedule. The revised copper limits were based on the 5th percentile of the BLM criteria evaluations to set the acute and chronic in-stream copper water quality standards, and a dilution factor of 5.77 for acute and chronic mixing. However, the revised permit limits are still not sufficient to ensure compliance based on expected facility performance, and EPA has indicated it will object to the revised compliance schedule.

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SCOPE OF SERVICES

Hall & Associates will conduct the following activities, as necessary, in an effort to achieve relief on the facility's copper limits sufficient to eliminate the need for additional end-of-pipe treatment.

- Develop Comments on Draft Permit Modification

We will review and assess the changes made to the draft NPDES Permit to see whether there is room for adjustment of the revised permit limits for copper using the available data.

- Assistance with Compliance Schedule

The draft permit modification developed by DNREC includes modification to the compliance schedule in the existing permit (November 1, 2018), extending this to October 31, 2020. EPA has indicated that it will object to this compliance schedule modification. If the compliance schedule is not extended, we anticipate that the City may need to obtain an Enforcement Order to avoid non-compliance while it seeks additional relief on its copper limits.

- Assistance on Copper Permit Limits

- Copper Criteria Adjustment

The Department and EPA have taken a position concerning application of the BLM that yields overly restrictive copper criteria and final effluent limits. Their position results in greatly increasing the intended criteria compliance frequency. We will prepare an evaluation to support an alternative method to translate the BLM results into site-specific criteria for the Seaford discharge. This evaluation will be submitted to DNREC as part of the City's comments on the draft permit. We will also pursue determination of a Water Effect Ratio (WER) following USEPA's streamlined procedures if additional relief is necessary.

- Evaluation of Acute and Chronic Dilution Factors

The permit modification used an adjusted acute mixing factor of 5.77 (up from 1.21 in the prior permit action). We will evaluate revised acute and chronic dilution factors, as necessary, using simplified methods recommended in the Technical Support Document for Water Quality-based Toxics Control (USEPA, 1991; the "TSD"). We will coordinate this evaluation with DNREC and prepare a brief report to support the evaluations. This report will build on the analysis prepared by Rick Greene (DNREC, January 9, 2018) showing that the effluent mixes completely with the upstream flow under chronic conditions.

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- **WQBEL Determination**

We will prepare an evaluation of the revised copper limits based upon the updated dilution factors developed above, the translation methods approved by DNREC, and any additional adjustments that may be developed. These evaluations will be reviewed with DNREC to obtain concurrence that the Department would support the resulting effluent limits.

- **Effluent Characterization**

We will review and evaluate data collected by the City as necessary to characterize the facility's performance under existing conditions and when Allen-Harim relocates outside of the WWTP service area. We will compare these results with the revised WQBELs to determine whether the facility will be able to comply with the revised copper limits generated by adjusted calculation procedures. If we can show that the facility has no reasonable potential to exceed the WQBELs, we will prepare a report for submittal to and approval by DNREC.

- **Permit Modification Request**

Based on the information developed above, if the alternative methods are acceptable and sufficient to avoid additional treatment, we will prepare a permit modification request for submittal to DNREC, requesting that the copper limits and compliance schedule be modified. The specific modifications will depend upon the results of the WQBEL determination and the effluent characterization.

The proposal to Mr. Mwangi includes additional tasks that are not addressed by this proposal (e.g., more complex mixing zone studies, diffuser evaluation, WER testing). If the efforts identified in this Scope of Services are not sufficient to achieve the necessary relief, Hall & Associates will make additional recommendations to address the tasks that appear most promising based on the information obtained in the evaluations discussed above.

BUDGET

Our budget to conduct the Scope of Work is \$50,000.

To avoid any misunderstanding, it should be emphasized that this is a budget-estimate based on our current understanding of the situation. The estimate is believed to be sufficient to cover the services described above, but no guarantee is made or implied. As this is a level of effort proposal based upon a budget estimate, the actual costs to complete these items may be more or less than the estimated amount. Only those costs incurred will be charged, and they will not exceed the estimated cost without your prior

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approval. Please note, this budget estimate does not include costs for meetings with DNREC. Should such a meeting be required, we will provide a separate cost estimate.

SCHEDULE

Hall & Associates will initiate the work immediately upon authorization to proceed. We will develop draft comments on the proposed permit modification for review by the City before October 19, 2018 to allow review and finalization before the due date for comments (October 26, 2018). In coordination with you, we will prepare the specific evaluations and assess the most advantageous path forward as we hear back from DNREC. We anticipate that our evaluations will be completed within one month of receipt of the necessary information. However, we cannot assess the review time or comments from DNREC.

AUTHORIZATION

If this proposal is acceptable, please sign the signature block and return a copy of this proposal with original signature to us. Our terms and conditions, and standard billing practices governing this matter, are attached.

Please call us if you have any questions on the information provided above. We look forward to assisting you in this matter.

Sincerely

/s/ William T. Hall

William T. Hall
Associate

Enclosure

cc: John C. Hall

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AUTHORIZATION TO PROVIDE SERVICES

RE: Proposal to provide Regulatory Consulting Services on copper limits in the NPDES
Permit for the Seaford DE WWTF.
October 3, 2018

Name

Title

Signature

Company

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2018 STATEMENT OF BILLING PRACTICES

The following outlines our fee schedule and billing practices. Our time on this matter would be billed at our normal rates for the type of work involved. These hourly rates currently range from \$190 to \$395 for attorneys and \$145 to \$295 for technical and regulatory personnel. Specific hourly rates for the 2018 calendar year are:

John Hall	\$395.00
Chris Risetto	\$360.00
Gary Cohen	\$345.00
Bill Hall	\$295.00
Of Counsel	\$275.00
Senior Associate Attorney	\$245.00
Associate Attorney	\$190.00
Research Associate	\$145.00
Research Engineer	\$145.00
Law Clerk	\$ 95.00

These rates may be adjusted upward during the pendency of this matter as a result of general billing rate increases, usually at the beginning of the calendar year; provided, however, that no such annual increase shall exceed five percent (5%) per year. Prior notice will be given before any billing rate increases become effective.

The rates quoted above do not include other charges such as long-distance telephone charges, delivery fees, reproduction and computer processing, LEXIS or similar computer research, filing fees, travel expenses, and any out-of-pocket disbursements made by the firm. All such expenses are increased by ten percent (10%) to cover time associated with management and bill processing. Telephone, copy, and print charges will be billed on a proportional basis. Our practice is to only bill time for travel that occurs during work hours; weekend travel is fully billed. Daily billings associated with meetings or client briefings will normally not exceed 8 hours, unless work is being conducted throughout the day to meet a deadline (e.g., litigation or permit filing).

Work products may not be used by or for the benefit of any entity other than the client which commissioned the work and are retained as the joint intellectual property of Hall & Associates.

For level of effort contracts, monthly invoices will be issued which are due and payable within 30 days. In some cases, depending upon the amount and complexity of the work, a retainer fee may be required at the commencement of a level or effort engagement.

Invoices or statements of work in progress are rendered on a monthly basis, and a 1.5% monthly interest rate is charged on invoices which are thirty (30) days past due.