

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
November 27, 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.
 - Executive Session - Personnel
 - Approval of minutes of the regular meeting on November 13, 2018.

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

Mayor Genshaw to recognize Tracy Torbert for achieving her Certified Municipal Clerk's certification (CMC) awarded by the International Institute of Municipal Clerks (IIMC) Inc.

CORRESPONDENCE:

- 1.

7:05 P.M. PUBLIC HEARING:

1. Grotto Pizza LLC, 331-6.00-9.00 & Tharp Road Properties, 331-6.00-9.01,9.03,9.06, are seeking a final site plan review for a proposed Wawa convenience store with associated parking, gasoline pumps, and access driveways.
2. Brad Whaley, Sussex County Director of Community Development and Housing, to present information for the development of an application to the State of Delaware Community Development Block Grant program to include the City of Seaford.

NEW BUSINESS:

1. Present information from Sussex County to allow them to apply on behalf of the City of Seaford for Community Development Block Grant through the State of DE Housing Authority; authorizing Mayor Genshaw to sign all related documents.

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2. Mr. Jeffery Walton and Mr. David Kershner with Buck Consultants, LLC, will be present to present the General Employee Pension Benefit Plan information.
3. Present a resolution authorizing the City Manager to execute an Outdoor Recreation Parks and Trails (ORPT) program grant agreement for \$25,000 acquisition funds and \$65,000 for planning related to the River Walk and J. B. Robinson Oyster House project.
4. First reading of an ordinance to amend Chapter 14 of the Municipal Code of Seaford, Delaware relating to "Sanitary Sewer User Charges" by amending §11.7.3 (C) to reduce the Equivalent Dwelling Unit (EDU) values for beauty salons.
5. First reading of an ordinance to amend Chapter 11 of the Municipal Code of Seaford, Delaware relating to "Water User Charges" by amending §14.4.3 (B) to reduce the Equivalent Dwelling Unit (EDU) values for beauty salons.

OLD BUSINESS:

- 1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Seaford Christmas Parade; December 1, line-up at 6:00 p.m. Nylon Blvd., step-off 7:00 p.m.
2. Representative Danny Short's Coffee Meeting; 8:00 a.m. December 5, Nanticoke Senior Center.
3. City of Seaford Christmas Party, SVFD Fire Hall, 5:30 p.m. December 8.

THE LEAF MACHINE WILL BE IN OPERATION STARTING OCTOBER 1ST THROUGH DECEMBER 31ST. In rain events help us to help you by clearing a catch basin or calling Public Works to have the catch basin cleaned at 302-629-8307 or after hours 302-629-4550

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COMMITTEE REPORTS:

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

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

EXECUTIVE SESSION:

Personnel.

Mayor Genshaw solicits a motion to adjourn the Executive Session.

Mayor Genshaw reopens the regular Council meeting.

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

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

Date Posted: 11/19/18

Posted by: TNT

RESOLUTION NO.

NB# 1
11/27/18

Councilman submitted to the Council the following Proposed Resolution:

ENDORISING PROJECT TO BE SUBMITTED TO THE DELAWARE STATE HOUSING AUTHORITY FOR FUNDING FROM THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AUTHORIZING TODD F. LAWSON, SUSSEX COUNTY ADMINISTRATOR, TO SUBMIT APPLICATION

WHEREAS, the City of Seaford resolves to apply for Community Development funds from the Delaware State Housing Authority in accordance with appropriate regulations governing Community Development Block Grants State of Delaware Program for Block Grants as contained in (Sections 570.488-499 24 CFR U. S. Department of Housing and Urban Development); and

WHEREAS, the City of Seaford has met the application requirements of (Attachment E Delaware Community Development Block Grant Program Policies and Procedures) Citizen Participation requirements; and

WHEREAS, Sussex County plans on accomplishing the requested projects with CDBG funds; and

WHEREAS, the City of Seaford hereby agrees to allow Sussex County to accomplish the projects in the targeted areas of Seaford; and

WHEREAS, the City of Seaford and Sussex County are in agreement with this activity,

NOW, THEREFORE,

BE IT RESOLVED by the City of Seaford and Sussex County that they endorse and grant permission for the following activity:

APPLICATION: Rehabilitation/Infrastructure/Demolition

Total infrastructure project cost is \$_____, total CDBG grant request is \$_____. Matching funds in the amount of \$_____ will be provided by the City of Seaford general funds. **Note: To be used for Infrastructure projects only.**

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF RESOLUTION NO. PASSED BY THE CITY OF SEAFORD SUSSEX COUNTY, ON THE 27TH DAY OF NOVEMBER, 2018.

WE GIVE MAYOR AUTHORIZATION TO SIGN RESOLUTION.

Council Members

David Genshaw
Mayor

I DO HEREBY CERTIFY THAT THE FOREGOING TITLE OF RESOLUTION NO. _____ ADOPTED BY THE CITY OF SEAFORD IS THE SAME TITLE OF RESOLUTION NO. _____ ADOPTED BY THE COUNTY COUNCIL OF SUSSEX COUNTY ON THE _____ DAY OF _____

Robin A. Griffith
Clerk of the County Council

CERTIFICATION BY APPLICATIONS
FOR
THE DELAWARE CDBG PROGRAM

The application hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also, the applicant gives assurance and certifies with respect to the program that:

- (a) It possesses legal authority to make an application and to execute a community development program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the applicant to submit this application, all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the submission of the application and to provide such additional information as may be required.
- (c) That prior to submission of its application to DSHA, the applicant has met the following citizen participation requirements:
 - 1) Each applicant shall have provided all citizens, especially those living within the area(s) affected by the proposed application, with adequate opportunity for meaningful involvement on a continuing basis and for participation in the planning, implementation and assessment of its community housing and development plans and all CDBG applications related thereto. At the time of preparation of any application for funds under this program, the applicant shall provide adequate information to citizens including reasonable access to records on the past use of CDBG funds; and hold at least one public meeting (pursuant to advertisement in a publication of general local circulation) so that citizens will have the opportunity to comment on the community's past performance under the CDBG Program. A copy of the legal advertisement announcing the date, place and time of the meeting, and a transcript or summary of the comments received at the meeting must be included with the application. (Nothing in these requirements, however, shall be construed to restrict the responsibility and authority of the applicant for the development of the application and the execution of its community development program.);
 - 2) Each applicant certifies that it has obtained the review and comment of its Community Development Advisory Committee as required by the Delaware CDBG Citizen Participation Plan dated May 15, 2013 and Section 508 of the Housing and Community Development Act of 1987; and
 - 3) Each applicant certifies that it has included in its notice of public meeting the following language:

“...In accordance with the Section 106 Review Process established by the National Historic Preservation Act of 1966, as amended, comments are especially encouraged from interested agencies and individuals with respect to undertakings that may affect historic properties of significance to such agencies and individuals...”
- (d) It has developed its application so as to give maximum feasible priority to activities which benefit low-and moderate-income families or aid in the prevention or elimination of slums and blight; and activities which the application certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available to meet such needs.
- (e) Its chief executive officer or other officer of the applicant approved by DSHA:
 - (1) Consents to assume the state of a responsible Federal official under the National Environmental Policy Act of 1969 and other authorities as specified in 24 CFR 58.1(a)(3) and carry out this responsibility in accordance with the “Overview of Environmental Review Procedures” issued for the Delaware CDBG Program and dated July 1989; and meet the requirement of 24 CFR Part 58 and 24 CFR 570.604; and

- (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (f) The program will be conducted and administered in compliance with:
- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued in 24CFR Part 1;
 - (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations;
 - (3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.601);
 - (4) Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations of 24 CFR Part 135;
 - (5) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60; and the state review requirements of the Architectural Accessibility Act (Chapter 73, Title 29, Delaware Code) and the applicable rules and regulations promulgated by the State Architectural Accessibility Board;
 - (6) Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
 - (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations at 24 CFR Part 8;
 - (8) The Age Discrimination Act of 1975 (Pub. L. 94-135) and implementing regulations when published;
 - (9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42 and all applicable regulations of the Delaware Uniform Relocation Act (Chapter 93, Title 29, Delaware Code);
 - (10) The labor standard requirements as set forth in 24 CFR, Parts 3 and 5, and HUD regulations issued to implement such requirements;
 - (11) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
 - (12) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
 - (13) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, A-87, A-110, A-122, and A-133 as they relate to the acceptance and use of Federal funds under this federally-assisted program and the Delaware CDBG Financial Management Handbook;
 - (14) Section 106 of the National Historic Preservation Act 1966, As amended via the Advisory Council on Historic Preservation's regulations, Protection of Historic and Cultural Properties (36 CFR 80);
 - (15) The provisions of the Hatch Act, which limits the political activity of employees;
 - (16) The lead-based paint requirements of 24CFR Part 35, Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et. seq.).
- (g) It will comply with the CDBG Regulation CFR 570.611, which prohibits conflicts of interest and with HUD Standards of Conduct issued on November 1, 1985.

- (h) No member, officer, or employee of the applicant, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the CDBG Program, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification;
- (i) It will give HUD, DSHA and the State Auditor and the Federal and State Comptroller Generals or any authorized representatives access to all records, books, papers, or documents related to the CDBG Program.
- (j) It certifies to affirmatively further fair housing in accordance with Section 104(b)(2) of the Act as amended, and agrees to participate in fair housing planning by cooperating in any analysis to identify impediments to fair housing choice within the jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through that analysis, and to maintain records reflecting the analysis and actions in this regard.
- (k) Because HUD has not issued final regulations implementing the 1983 and 1984 amendments to the Housing and Community Development Act of 1974, as amended, the following "special condition" is incorporated into these Program Guidelines as a certification by the applicant and will also be utilized in all CDBG contracts:

Notwithstanding any other provisions of these Program Guidelines, requirements of the Amendments to Title I of the Housing and Community Development Act of 1974, and HUD's final regulations related thereto, which supersede or are not provided in the FY19 Program Guidelines shall govern the use of the assistance provided by the state to local government units in FY19-FY20.

- (l) It will not attempt to recover any capital costs of public improvements assisted in whole or part with the Title I funds by assessing any amount against properties owned and occupied by persons of low-and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1) assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than Title I funds; or
 - 2) for purposes of assessing any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income.
- (m) It certifies to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-44, (the 1990 HUD Appropriations Act).

Date

Signature of Authorized Official

Title of Official

RESOLUTION

WHEREAS, City of Seaford recognizes the importance of fair housing for the citizens of Seaford; and

WHEREAS, the City of Seaford supports the goals of the Federal Fair Housing Law,

NOW THEREFORE,

BE IT RESOLVED, that the City of Seaford heartily encourages all parties involved in the renting, selling or financing of housing in the City of Seaford to insure that no person shall, on the grounds of race, color, national origin, religion, creed, sex, marital status, familial status, age, sexual orientation or disability be discriminated against or denied a fair and equal opportunity to housing; and

BE IT FURTHER RESOLVED, that the City of Seaford, when acting as administrator of a Community Block Grant, is hereby authorized to take such actions as deemed necessary to affirmatively further fair housing in connection with the said Community Development Block Grant.

Respectfully submitted,

David Genshaw
Mayor

**DELAWARE STATE HOUSING AUTHORITY (DSHA)
FY19 DELAWARE CDBG APPLICATION FORM**

I. General Application Information

A. Name, address, phone number, DUNS number, and EIN number of Applicant:

Sussex County Council	
2 The Circle Georgetown, DE 19947	
302-855-7743	
EIN #: 51-6000241	
DUNS #: 052642915	

B. Name, position and signature of Person Submitting Application:

Todd F. Lawson
County Administrator
Signature and Date:

C. Application on behalf of:

City of Seaford P.O. Box 1100 Seaford, DE 19973

Name and position of authorizing official:

David Genshaw	Mayor
Signature and Date:	

D. For "On Behalf of" applications, written documentation authorizing each "on behalf of" application request must be attached as Exhibit 1. If information contained in a county's application for its unincorporated areas is to be repeated in the body of the "on behalf of" applications, e.g. administrative budget, management capacity, etc., then these sections contained in the "on behalf of" applications may simply reference the appropriate section in the county's application.

E. Name, address and phone number of Contact Person (if different from B above):

Brad D. Whaley, Director 302-855-7777

CITIZEN PARTICIPATION
CERTIFICATE OF ASSURANCE

It is hereby assured and certified to the Delaware State Housing Authority that Sussex County, Delaware has met application requirements of (Attachment E Delaware Community Development Block Grant Program Policies and procedures) citizen participation requirements, and that Sussex County has:

- (1) made available information concerning the amount of funds that may be applied for;
- (2) made known the range of activities that may be undertaken with these funds;
- (3) made known the fact that more applications will be submitted to the State of Delaware than can be funded;
- (4) outlined the processes to be followed in soliciting and responding to the views and proposals of citizens, communities, nonprofit agencies, and others in a timely manner; and
- (5) provided a summary of other important program requirements.

The City of Seaford has held a public hearing on November 27, 2018 with required notice for all citizens, including low and moderate-income persons, to have an opportunity to present their views and proposals.

The City of Seaford has by resolution and after one public hearing, endorsed this application.

ATTEST:

CITY OF SEAFORD

David Genshaw
Mayor

NB# 3
11/27/18

RESOLUTION

TO SUBMIT A REQUEST TO THE OUTDOOR RECREATION, PARKS AND TRAILS (ORPT) PROGRAM FOR A GRANT FOR \$90,000.00 TO FINANCE THE PURCHASING OF LAND AND BEGIN PLANNING FOR EXTENSION OF THE RIVERFRONT WALK AND J. B. ROBINSON OYSTER HOUSE PROJECT.

Whereas, in the past, there was industry along the Nanticoke River that brought economic successes to the City of Seaford and the region. The Nanticoke River will continue to be an economic driver for the City of Seaford's future successes; and

Whereas, the City of Seaford accepts responsibility for maintaining this property for public outdoor recreation or conservation; and

Whereas, the City of Seaford has developed many partnerships for the future J. B. Robinson Oyster House site along the Seaford River Walk that will allow more Seaford residents, in addition to other Delawareans and visitors to access the Nanticoke River and see what a treasure Seaford has; and

Whereas, the City of Seaford is requesting a grant from ORPT in the amount of \$90,000.00, to purchase land and begin planning for extension of the Riverfront walk; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Seaford Mayor and City Council of Seaford, Delaware hereby acknowledges its support of the ongoing planning and maintenance of the River Walk and J.B. Robinson Oyster House; approves and acknowledges the application submission on behalf of the City of Seaford for the ORPT grant in the amount of \$90,000.00, for land purchase and planning for extending the River walk; and Furthermore designates Trisha Newcomer, Director of Economic Development and Community Relations to serve as the ORPT Grant's Project Manager, if the Grant is awarded.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY THE CITY OF SEAFORD MAYOR AND CITY COUNCIL ON THE ____ DAY OF _____, 2018.

Charles D. Anderson
City Manager



GRANT AGREEMENT



THIS GRANT AGREEMENT (“Agreement”) is entered into by and between the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation located at 89 Kings Highway, Dover, Delaware, 19901 (“Grantor”), and the City of Seaford, located at 414 High Street, Seaford, Delaware 19973 (“Grantee”).

W I T N E S S E T H :

WHEREAS, Grantor is charged with administering and granting funds from the **Delaware Land & Water Conservation Trust Fund**, pursuant to 30 *Del. C.* § 5423 (**Outdoor Recreation, Parks and Trails Program or “ORPT Program”**) for municipal and county outdoor recreation and conservation investments.

WHEREAS, the Grantor provided all eligible agencies a notice of grant cycle, dated March 29, 2018 requesting Pre-Applications be submitted on-line by May 18, 2018.

WHEREAS, the Grant Review Committee comprised of Grantor, the Delaware Parks and Recreation Council (“DPRC”) and the Council on Greenways and Trails (“CGT”) met on June 11, 2018 and reviewed Pre-Applications for eligibility, local match availability and readiness. The Grant Review Committee determined tentative distribution and requested Grantee to submit an Application due Sept 14, 2018.

WHEREAS, the Grantee has made an application for the acquisition and planning of a 0.97-acre parcel fronting the Nanticoke River (“ORPT Project”) to Grantor for a Grant under the ORPT Program, in the amount of \$100,000.00.

WHEREAS, on September 12, 2018, the Grantor approved the June 29, 2018 acquisition of the parcel with a Certificate of Investment acknowledging the investment.

WHEREAS, on October 9, 2018, the CGT recommended funding this project at \$90,000.00. The CGT reviewed all applications based on their merit and funding modifications were necessary due to available funds. The Grantor, with consultation from CGT, has considered the Application under the criteria for the ORPT Program, and resolved to grant **Ninety Thousand Dollars (\$90,000.00)** to the Grantee in accordance with the terms and conditions of this Agreement and Attachments hereto.

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

1. Term.

- (a) The term of the Grant Agreement shall be from **November 1, 2018 through June 30, 2020**. This Agreement shall commence upon the execution of this Agreement by the parties and shall continue until Grantor provides Grantee its final disbursement of Grant Funds due on Grantee's final reimbursement request; or **June 30, 2020** whichever occurs first. The parties may agree to extend this Agreement for a mutually agreeable term to be specified in writing.

2. Obligation(s) of Grantee.

- (a) Grantee shall use the Grant Funds to carry out the ORPT Project, herein described and in the Application and Project Map hereto as Exhibit A:

The Grantee requests \$25,000 for the acquisition of the 0.97-acre property fronting the Nanticoke River between Cannon and Pearl Streets and \$65,000 for planning. The Grantee will advertise and select a qualified contractor(s) to assess and plan for a future park including consideration for public water access, riverwalk extension, a visitor contact structure and shoreline stabilization. This project will occur within the protected area outlined in the attached Exhibit A.

- (b) Grantee shall appoint a "Project Coordinator" who will oversee the completion of the ORPT Project and serve as a person of contact for Grantee in communications with Grantor. Grantee agrees to reference the assigned grant number and project name in any written correspondence or billing submitted to the Grantor. Grantee agrees to notify Grantor of changes in key personnel to the ORPT Project or organization or any development that may impact the schedule or scope of the ORPT Project within a reasonable time not to exceed thirty (30) days.
- (c) Grantee shall manage and complete the Project in a professional and competent manner. Grantee shall take reasonable efforts to assure that the Project is in conformance with all pertinent federal, state, and local statutes, codes, ordinances, resolutions and other applicable regulations. Grantee shall solely bear the costs of permits and other relevant costs required in the performance of this Project for work done prior to this Agreement unless a Certification of Investment was issued by the Grantor. Grantee is solely responsible for any and all costs or expenses incurred in excess of the Grant Funds awarded.
- (d) Grantee shall submit ORPT Reimbursement Request Forms along with demonstration of eligible expenses with each grant reimbursement request while a project is active. These Reimbursement Forms will be provided upon request. The Status Report shall be submitted at least two (2) times annually, by December 31st and by June 30th. A reminder

email will be sent out to Grantee with the Status Report attached. Any Grant Funds not expended prior to the end of the Term of this Agreement remain with the Grantor.

- (e) Grantee agrees to credit the participation of the ORPT program in any advertisement or public comments, in accordance with Section 20 (b) of this Agreement, related to the project for which funds are granted. Further, Grantee shall post a permanent park signage displaying the ORPT logo acknowledging the ORPT Program assistance.
- (f) Grantee shall provide sufficient funds to assure effective operation and maintenance of areas developed with ORPT Program assistance for the useful life of the investment.
- (g) **Grantee agrees that lands acquired or developed with ORPT Program assistance shall remain in public outdoor recreation or conservation uses in perpetuity and shall not be converted to other uses.** The Project Map outlines the land protected for the public's use. If the Grantee cannot prevent a conversion of the land to another use, the Grantee must notify the Grantor, in accordance with Section 12 of this Agreement, prior to the conversion. Grantee agrees that the land cannot be converted to another use, other than conservation or outdoor recreation, without prior written approval by the Delaware General Assembly. The Grantee must agree to replace the original land in accordance with the conditions set forth in the ORPT Manual (manual available upon request). If a conversion of land is approved by Delaware General Assembly, the Grantee agrees that any replacement land shall then become subject to the same provision as the original land. The Grantee further agrees to effectuate such replacement of the original land as determined solely by the Grantor.
- (h) **Grantee agrees that land acquired with ORPT Program assistance shall have the following language in the deed of conveyance:**

“These lands are acquired for outdoor recreation or conservation purposes in accordance with the Land and Water Conservation Trust Fund, (Title 30, Ch 54, Subchapter II Conservation Trust Fund)). Property acquired or improved with ORPT Program assistance shall remain in public outdoor recreation or conservation in perpetuity and remain open for public use. Furthermore, said property may not be converted to other uses without a subsequent act of the General Assembly. If the Grantee intends to convert all or a portion of this property to another use, the Grantee must notify the State Division of Parks and Recreation, Department of Natural Resources & Environmental Control prior to the conversion.”

3. Order of Precedence.

Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any exhibits, amendments or modifications thereto); (b) Grantee's Application for grant funds and (c) Grantor's Grant Application Instructions. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

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

- (a) Grantor shall serve as administrator of the Grant Funds under this Agreement. Grantor shall furnish Grant Funds to Grantee on a reimbursable basis. Upon incurring eligible expenses, Grantee shall complete and submit to Grantor appropriate ORPT Reimbursement Request Forms.
- (b) Grantor shall reimburse Grantee up to fifty-percent (50%) of eligible project expenses within thirty (30) days of receipt of Grantee's Reimbursement Request Form, Status Report and demonstration of expenditures. If Grantor disputes a portion of a reimbursement expenditure, Grantor agrees to 1) pay the undisputed portion of the reimbursement request of receipt and 2) provide Grantee a detailed statement of Grantor's position on the disputed portion of the reimbursement expense within thirty (30) days of receipt. Grantee shall then have thirty (30) days from receipt of Grantor's detailed statement to resolve the disputed portion of the reimbursement expense amount.
- (c) Grantor shall not be obligated to reimburse ORPT Project costs incurred by Grantee prior to the issuance of a Purchase Order allocating the Grant Funds approved by the Delaware Department of Finance. Grantor shall notify Grantee within fourteen (14) days of when the Purchase Order has been approved and Grant Funds are made available to Grantee.
- (d) Grantor's obligation to reimburse Grantee will not exceed the total amount of Grant Funds awarded to Grantee from the ORPT Program and authorized in the Purchase Order. Grantor's total liability that may become due under this Agreement is limited to the authorized amount set forth in Grantor's Purchase Order. Grantor is in no way liable for any such excess costs, fees or expenses.
- (e) Grantor reserves the right to withhold disbursement of Grant Funds if Grantor determines, in its sole discretion, that (i) Grantee's performance or completion of the Project is in violation of any federal, state, or local law or rule; or creates a risk to the public health, safety or environment; (ii) Grantee fails to make substantial progress in the completion of the ORPT Project; and (iii) Grantee fails to comply with the terms of this Agreement.
- (f) Grantor is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- (g) Grantor shall supply the ORPT Program logo to Grantee for use in signage displaying the ORPT logo acknowledging the ORPT Program assistance.

5. Independent Status. It is understood that Grantee is an independent entity, and is not an agent or employee of Grantor. Grantee shall complete the Project in its own manner and method. Grantee shall be solely responsible for, and shall indemnify, defend and save Grantor harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
6. Modifications. Grantee shall provide written notice to Grantor within a reasonable time not to exceed Thirty (30) days of planned changes or modifications which impact the scope, schedule or funding of the ORPT Project for which the Grant Funds were awarded. For clarification, any additional Grant Fund requests of Twenty Five Thousand (\$25,000) Dollars or less will be reviewed by Grantor. Additional Grant Fund request of Twenty Five Thousand (\$25,000) Dollars or more will require a Council review. In either case, there is no guarantee that the request will be partially or fully funded. If Grantor determines that the changes or modifications are of such significance as to no longer qualify the ORPT Project for Grant Funds, Grantor may terminate this Agreement in its discretion.
7. Procurement & Subcontractors. Grantee shall follow the State of Delaware Purchasing and Bidding Thresholds for the procurement of goods, supplies, and services, including a subcontractor(s). Grantee is only required to use the formal bidding procedures when a purchase is made in an amount that exceeds the threshold limits listed below:
 - (a) Material and Non-Professional Services:
 - Less than \$10,000 - Open Market Purchase
 - \$10,000 - \$24,999 - 3 Written Quotes
 - \$25,000 and over - Formal Bid
 - (b) Public Works:
 - Less than \$50,000 - Open Market Purchase
 - \$50,000 - \$99,999 - 3 Letter Bids
 - \$100,000 and over - Formal Bid
 - (c) Professional Services:
 - Less than \$50,000 - Open Market
 - \$50,000 and over - Formal RFP Process
8. Assignment. Any attempt by Grantee to assign or otherwise transfer any interest in this Agreement without the prior written consent of Grantor shall be void.
9. Termination.
 - (a) Grantor may, by written notice to Grantee, terminate this Agreement if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the State

of Delaware or Grantor with a view toward securing a contract or securing favorable treatment with respect to the awarding of Grant Funds or making of any determinations with respect to the performance of this Agreement.

- (b) If sufficient funds are not appropriated by the Delaware General Assembly, or other appropriate federal or state agency, to sustain in whole or in part Grantor's performance under this Agreement; or if such appropriation is reduced such that the amount of the appropriation is insufficient to sustain said performance; this Agreement shall be null and void at the insistence of Grantor. Grant Funds cannot be recalled or otherwise taken back once disbursed to Grantee.
 - (c) Grantee acknowledges that Grantor has an obligation to ensure that public funds are not used to subsidize private discrimination. Grantee recognizes that if it refuses to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Grantor may declare Grantee in breach of this Agreement, terminate this Agreement, and designate Grantee as non-responsible.
 - (d) Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Grantor shall have the right to terminate this Agreement.
 - (e) This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given (i) not less than fifteen (15) calendar days written notice of intent to terminate and (ii) an opportunity for consultation with the terminating party prior to termination.
 - (f) This Agreement may be terminated in whole or in part by the Grantor for its convenience, but only after Grantee is given; 1) no less than 15 calendar days written notice of intent to terminate; and 2) an opportunity for consultation with Grantor prior to termination.
 - (g) If the facilities or equipment used by the Grantee shall be damaged or destroyed by fire, Act of God, or otherwise, so that same cannot be used for the purpose herein, then in that event, at the option of the Grantor, this Agreement shall terminate and each party shall be released from further obligations hereunder the Agreement.
 - (h) The rights and remedies of Grantor provided in this Section 9 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
10. Indemnification. Grantee or any agent contracted to conduct work under this Agreement shall indemnify and hold harmless Grantor, the State of Delaware, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or

other wrongful conduct of Grantee, its agents or employees, or (B) Grantee's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) Grantee shall have been notified promptly in writing by Grantor of any notice of such claim; and (ii) Grantee shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

11. Insurance.

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

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

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

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

State of Delaware, Department of Natural Resources and Environmental Control
Division of Parks and Recreation /ORPT Grant Program
89 Kings Highway
Dover, De 19901

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

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

If to Grantor:

Grants Coordinator
Delaware Department of Natural Resources & Environmental Control
Division of Parks & Recreation
89 Kings Highway

Dover, DE 19901
Bill.Miller@state.de.us

If to Grantee:

Charles Anderson
City Manager
414 High Street
Seaford, Delaware 19973
canderson@seafordde.com

13. Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.
14. Entire Agreement; No Oral Modification. This Agreement constitutes the entire agreement pertaining to the subject matter hereof between Grantor and Grantee. Neither this Agreement nor any Appendix may be modified or amended except by the mutual written agreement of the parties. The provisions of this Agreement supersede all prior oral and written applications, quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Grantee consents to jurisdiction and venue in the State of Delaware.
16. Severability. If any term or provision of this Agreement shall be held illegal, invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Such term or provision held invalid shall be deemed modified to the extent necessary in the Court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
17. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.
18. Confidentiality. To the extent possible under 29 Del. C. 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

19. Surviving Clauses. The following clauses survive the termination of this Agreement: Section 10 “Indemnification;” Section 15 “Governing Law”; and Section 18 “Confidentiality.”

20. Miscellaneous Provisions.

- (a) The rights and remedies of Grantor provided for in this Agreement are in addition to any other rights and remedies provided by law. Grantor and the State of Delaware do not waive its sovereign immunity by entering into this contract and fully retain all immunities and defenses provided by law with regard to any action based on this Agreement.
- (b) Grantee will not use the State of Delaware’s name or the Great Seal of the State of Delaware, either expressly or impliedly, in any of its advertising or soliciting materials without the State of Delaware’s express written consent.
- (c) Grantee certifies that the information reported herein is true, accurate and complete to the best of Grantee’s knowledge based upon reasonable diligence of individuals with material knowledge of the Project. Grantee understands that these representations are made in support of claims for government funds.
- (d) Approval by Grantor of Grantee’s request to subcontract or acceptance of or payment for subcontracted work by Grantor shall not in any way relieve Grantee of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- (e) Grantee shall be and remain liable for all damages to Grantor caused by negligent performance or non-performance of work under this Agreement by Grantee, its subcontractor or its sub-subcontractor.

[This section left intentionally blank, signatures follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date signed below.

**GRANTOR
STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL
DIVISION OF PARKS AND RECREATION**

Signature: _____

Witness: _____

Name: Shawn M. Garvin

Title: Secretary

Date: _____

Date: _____

**GRANTEE
City of Seaford**

Signature: _____

Witness: _____

Name: _____

Title: _____

Date: _____

Date: _____



SEAFO01

OP ID: DD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

11/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Avery W. Hall Ins Agency Inc 308 East Main Street PO Box 2317 Salisbury, MD 21802-2317 Farnell & Gast LLC		410-742-5111 CONTACT NAME: Joseph L. Gast, CPCU, ChFC PHONE (A/C, No, Ext): 410-742-5111 FAX (A/C, No): 410-742-5182 E-MAIL ADDRESS: Jgast@averyhall.com															
INSURED Seaford, City of PO Box 1100 414 High Street Seaford, DE 19973		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Casualty Ins Co</td> <td>19046</td> </tr> <tr> <td>INSURER B: Travelers Ind Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER D: Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty Ins Co	19046	INSURER B: Travelers Ind Co of America	25666	INSURER C: Travelers Indemnity Co.	25658	INSURER D: Travelers Indemnity Co of CT	25682	INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			ZLP14S4280018PB	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			H810033P612TCT18	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			ZUP14S4281217PB	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB8K36916318PBG	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is: State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation/ORPT Grant Program,
89 Kings Highway, Dover, DE 19901

CERTIFICATE HOLDER**CANCELLATION**

DELAW45 St of Delaware, Dept of Natl Resources & Environmental Control 89 Kings Hwy Dover, DE 19901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Farnell & Gast LLC
---	---

NO#4
11/27/18

ORDINANCE #2018-??

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 14, of the Municipal Code of Seaford, Delaware relating to "Water User Charges", in the manner following, to wit:

Chapter 14, of the Municipal Code of Seaford, Delaware is hereby amended by amending §14.4.3 (B), to read as shown on the following pages.

??/??/2018	Date of First Reading
??/??/2018	Date of Second Reading & Adoption
??/??/2018	Date of Advertisement
??/??/2019	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

- B. The method for accomplishing an equitable user charge system is to express each customer's usage in terms of an Equivalent Dwelling Unit (EDU.) Each EDU can be used to express the load producing effects on the water distribution system caused by one (1) dwelling place. 1 EDU = 300 gallons per day. Equivalent dwelling units (EDU's) shall be determined as outlined below:

1.	House or dwelling with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen:	1 EDU
2.	Dwelling with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen and attached to other dwellings or structures:	1 EDU
3.	Apartment with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen:	1 EDU
4.	Efficiency unit with kitchen, bedroom and living space in one (1) room and one (1) bath:	0.5 EDU
5.	Motel or hotel room without kitchen and with bath:	0.33 EDU
6.	Gas station with one (1) service bay:	2 EDU
7.	Each additional gas station service bay in excess of one (1):	1 EDU
8.	Retail store:	0.10 gallons per day per square foot, (1 EDU per 3,000 s.f.) 1 EDU minimum
9.	Laundromat:	300 gallons per day per washer, 6 EDU minimum
10.	Office units:	0.30 gallons per day per square foot, (1 EDU per 1,000 s.f.) 1 EDU minimum per building
11.	School, public or private.	6 fixture units per 1 EDU, 1 EDU minimum
12.	Metered (water or sewer) commercial establishments:	1 EDU minimum

13.	Beauty Salon, not attached to owners' residence, two (2) chairs or less:	1 EDU
14.	Beauty Salon, not attached to owners' residence, each additional chair over two (2):	0.25 EDU
15.	Beauty Salon, attached to and formed a part of owners' residence, two (2) chairs or less:	0.5 EDU
16.	Beauty Salon, attached to and formed a part of owners' residence, each additional chair:	0.25 EDU
17.	Barber Shop, three (3) chairs or less:	1.0 EDU
18.	Barber Shop, each additional chair over three (3):	0.33 EDU
19.	Average daily usage information shall be provided to the City by a State of Delaware Licensed Mechanical Engineer. 300 gallons per day = 1 EDU (1 EDU minimum)	
20.	Irrigation systems:	1.0 EDU (water only)

ARTICLE 4 – WATER USER CHARGES

[Amended on 07/24/2012 by Ordinance #2012-03]

[Amended on 08/27/2013 by Ordinance #2013-06]

§14.4.1 Water tap fee.

- A. New users of the municipal water system, requiring a water tap as described in §14.3.1, shall be charged a one-time water tap fee for each dwelling unit, building or separate commercial, industrial or institutional space, tenant or unit located within the City.
- B. Existing users of the municipal water system, requiring an increase in water tap size, shall be charged a water tap fee based on the difference in fee rates between the existing tap size and the proposed tap size.
- C. The fee shall be established by the City Council.
- D. The current Water Tap Fee shall be published in the “*City of Seaford Schedule of Fees and Rates*”.

§14.4.2 Water user charge system.

- A. Charges shall be collected from users of water projects in a manner which equally proportions the cost of operation and maintenance to the users based on their water usage. Federal regulations state that replacement costs shall be included in the operation and maintenance costs. The following items summarize various applicable rules and regulations for reference purposes.
 1. The user charge system shall distribute the operation and maintenance costs to each user in proportion to the consumption of water of the user from the system. Each user’s water volume and flow rate are factors which shall be used to determine the user’s charge. The procedure is simplified when all users are domestic.
 2. The user charge system shall generate sufficient revenue to pay for all treatment, operation and maintenance costs.
 3. The user charge system shall apply to the entire jurisdiction of the City.
 4. The user charge system shall be reviewed and revised when necessary.

§14.4.3 Derivation of water user charge system.

- A. A user charge system shall be implemented which will result in each water customer being charged his proportionate share of operating and maintaining the water system based upon the usage.
- B. The method for accomplishing an equitable user charge system is to express each customer’s usage in terms of an Equivalent Dwelling Unit (EDU.) Each EDU can be used to express the load producing effects on the water distribution system caused by one (1) dwelling place. 1 EDU = 300 gallons per day. Equivalent dwelling units (EDU’s) shall be determined as outlined below:

1.	House or dwelling with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen:	1 EDU
2.	Dwelling with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen and attached to other dwellings or structures:	1 EDU
3.	Apartment with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen:	1 EDU
4.	Efficiency unit with kitchen, bedroom and living space in one (1) room and one (1) bath:	0.5 EDU
5.	Motel or hotel room without kitchen and with bath:	0.33 EDU
6.	Gas station with one (1) service bay:	2 EDU
7.	Each additional gas station service bay in excess of one (1):	1 EDU
8.	Retail store:	0.10 gallons per day per square foot, (1 EDU per 3,000 s.f.) 1 EDU minimum
9.	Laundromat:	300 gallons per day per washer, 6 EDU minimum
10.	Office units:	0.30 gallons per day per square foot, (1 EDU per 1,000 s.f.) 1 EDU minimum per building
11.	School, public or private.	6 fixture units per 1 EDU, 1 EDU minimum
12.	Metered (water or sewer) commercial establishments:	1 EDU minimum
13.	Beauty Salon, not attached to owners' residence, two (2) chairs or less:	1.5 EDU
14.	Beauty Salon, not attached to owners' residence, each additional chair over two (2):	0.25 EDU
15.	Beauty Salon, attached to and formed a part of owners' residence, two (2) chairs or less:	0.5 EDU

16.	Beauty Salon, attached to and formed a part of owners' residence, each additional chair:	0.25 EDU
17.	Barber Shop, three (3) chairs or less:	1.0 EDU
18.	Barber Shop, each additional chair over three (3):	0.33 EDU
19.	Average daily usage information shall be provided to the City by a State of Delaware Licensed Mechanical Engineer. 300 gallons per day = 1 EDU (1 EDU minimum)	
20.	Irrigation systems:	1.0 EDU (water only)

C. A basic dwelling house shall be considered as:

- 1. One (1) sink: Two (2) fixture units.
- 2. One (1) toilet: Two (2) fixture units.
- 3. One (1) lavatory: One (1) fixture unit.
- 4. One (1) bath or shower: One (1) fixture unit.

D. One (1) equivalent dwelling unit shall be equal to six (6) fixture units. For assessment purposes, fixture units shall be assigned as follows:

- 1. Sink, one or two compartment: Two (2) fixture units;
- 2. Sink, three compartment: Three (3) fixture units;
- 3. Washstand or lavatory : One (1) fixture unit;
- 4. Toilet: Two (2) fixture units;
- 5. Bathtub or shower: One (1) fixture unit;
- 6. Mop or service sink: One (1) fixture unit;
- 7. Flush urinal: One (1) fixture unit;
- 8. Continuous flush urinal: Three (3) fixture units;
- 9. Convenience outlet: One (1) fixture unit;
- 10. Domestic dishwasher: One (1) fixture unit;
- 11. Commercial dishwasher: Three (3) fixture units;
- 12. Drinking fountain: One (1) fixture unit;
- 13. Garbage disposal: One (1) fixture unit;

NB #5
11/27/13

ORDINANCE #2018-??

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

Chapter 11, of the Municipal Code of Seaford, Delaware is hereby amended by amending §11.7.3 (C), to read as shown on the following pages.

??/??/2018	Date of First Reading
??/??/2018	Date of Second Reading & Adoption
??/??/2018	Date of Advertisement
??/??/2019	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

- C. The method for accomplishing an equitable user charge system is to express each customer's contribution in terms of an Equivalent Dwelling Unit (EDU.) Each EDU can be used to express the load producing effects on the sewerage system caused by one (1) dwelling place. 1 EDU = 300 gallons per day. Equivalent dwelling units (EDU's) shall be determined as outlined below:

1.	House or dwelling with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen:	1 EDU
2.	Dwelling with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen and attached to other dwellings or structures:	1 EDU
3.	Apartment with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen:	1 EDU
4.	Efficiency unit with kitchen, bedroom and living space in one (1) room and one (1) bath:	0.5 EDU
5.	Motel or hotel room without kitchen and with bath:	0.33 EDU
6.	Gas station with one (1) service bay:	2 EDU
7.	Each additional gas station service bay in excess of one (1):	1 EDU
8.	Retail store:	0.10 gallons per day per square foot, (1 EDU per 3,000 s.f.) 1 EDU minimum
9.	Laundromat:	300 gallons per day per washer, 6 EDU minimum
10.	Office units:	0.30 gallons per day per square foot, (1 EDU per 1,000 s.f.) 1 EDU minimum per building
11.	School, public or private:	6 fixture unit per 1 EDU, 1 EDU minimum per building
12.	Metered (water or sewer) commercial establishments:	1 EDU minimum

13.	Beauty Salon, not attached to owners' residence, two (2) chairs or less:	1 EDU
14.	Beauty Salon, not attached to owners' residence, each additional chair over two (2):	0.25 EDU
15.	Beauty Salon, attached to and formed a part of owners' residence, two (2) chairs or less:	0.5 EDU
16.	Beauty Salon, attached to and formed a part of owners' residence, each additional chair:	0.25 EDU
17.	Barber Shop, three (3) chairs or less:	1.0 EDU
18.	Barber Shop, each additional chair over three (3):	0.33 EDU
19.	Average daily usage information shall be provided to the City by a State of Delaware Licensed Mechanical Engineer. 300 gallons per day = 1 EDU (1 EDU minimum)	

ARTICLE 7 – SANITARY SEWER USER CHARGES

[Amended on 07/24/2012 by Ordinance #2012-02]

[Amended on 08/27/2013 by Ordinance #2013-05]

§11.7.1 Sanitary sewer tap fee.

- A. New users of the sanitary sewer system, requiring a sewer tap as described in §11.3.1, shall be charged a one-time sewer tap fee for each dwelling unit, building or separate commercial, industrial or institutional space, tenant or unit located within the City.
- B. The fee shall be established by the City Council.
- C. The current Sewer Tap Fee shall be published in the “*City of Seaford Schedule of Fees and Rates*”.

§11.7.2 Sanitary sewer user charge system.

- A. Charges shall be collected from users of Federally funded sewer projects in a manner which equally proportions the cost of operation and maintenance to the users based on their wastewater discharge. Federal regulations state that replacement costs shall be included in the operation and maintenance costs. The following items summarize various applicable rules and regulations for reference purposes.
 1. The user charge system shall distribute the operation and maintenance costs to each user in proportion to the input of wastewater of the user into the system. Each user’s wastewater volume, strength, and flow rate are factors which shall be used to determine the user’s charge. The procedure is simplified when all users are domestic. All discharges are basically equal.
 2. The user charge system shall generate sufficient revenue to pay for all treatment, operation and maintenance costs.
 3. The user charge system shall apply to the entire jurisdiction of the City.
 4. The user charge system shall be reviewed and revised when necessary.

§11.7.3 Derivation of sanitary sewer user charge system.

- A. The user charge system will result in each sewer customer being charged his proportionate share of operating and maintaining the treatment system based upon the contribution (both volume and polluttional matter) to the system.
- B. All wastewater discharged into the system is characterized as domestic. Thus, all users polluttional loadings are basically equivalent, relative to biochemical oxygen demand, suspended solids and other parameters.
- C. The method for accomplishing an equitable user charge system is to express each customer’s contribution in terms of an Equivalent Dwelling Unit (EDU.) Each EDU can be used to express the load producing effects on the sewerage system caused by one (1) dwelling place. 1 EDU = 300 gallons per day. Equivalent dwelling units (EDU’s) shall be determined as outlined below:

1.	House or dwelling with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen:	1 EDU
2.	Dwelling with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen and attached to other dwellings or structures:	1 EDU
3.	Apartment with one (1) kitchen and one (1) or more baths and bedroom(s) separate from kitchen:	1 EDU
4.	Efficiency unit with kitchen, bedroom and living space in one (1) room and one (1) bath:	0.5 EDU
5.	Motel or hotel room without kitchen and with bath:	0.33 EDU
6.	Gas station with one (1) service bay:	2 EDU
7.	Each additional gas station service bay in excess of one (1):	1 EDU
8.	Retail store:	0.10 gallons per day per square foot, (1 EDU per 3,000 s.f.) 1 EDU minimum
9.	Laundromat:	300 gallons per day per washer, 6 EDU minimum
10.	Office units:	0.30 gallons per day per square foot, (1 EDU per 1,000 s.f.) 1 EDU minimum per building
11.	School, public or private:	6 fixture unit per 1 EDU, 1 EDU minimum per building
12.	Metered (water or sewer) commercial establishments:	1 EDU minimum
13.	Beauty Salon, not attached to owners' residence, two (2) chairs or less:	1.5 EDU
14.	Beauty Salon, not attached to owners' residence, each additional chair over two (2):	0.25 EDU
15.	Beauty Salon, attached to and formed a part of owners' residence, two (2) chairs or less:	0.5 EDU

16.	Beauty Salon, attached to and formed a part of owners' residence, each additional chair:	0.25 EDU
17.	Barber Shop, three (3) chairs or less:	1.0 EDU
18.	Barber Shop, each additional chair over three (3):	0.33 EDU
19.	Average daily usage information shall be provided to the City by a State of Delaware Licensed Mechanical Engineer. 300 gallons per day = 1 EDU (1 EDU minimum)	

D. A basic dwelling house shall be considered as:

1. One (1) sink: Two (2) fixture units.
2. One (1) toilet: Two (2) fixture units.
3. One (1) lavatory: One (1) fixture unit.
4. One (1) bath or shower: One (1) fixture unit.

E. One (1) equivalent dwelling unit shall be equal to six (6) fixture units. For assessment purposes, fixture units shall be assigned as follows:

1. Sink, one or two compartment: Two (2) fixture units;
2. Sink, three compartment: Three (3) fixture units;
3. Washstand or lavatory : One (1) fixture unit;
4. Toilet: Two (2) fixture units;
5. Bathtub or shower: One (1) fixture unit;
6. Mop or service sink: One (1) fixture unit;
7. Flush urinal: One (1) fixture unit;
8. Continuous flush urinal: Three (3) fixture units;
9. Convenience outlet: One (1) fixture unit;
10. Domestic dishwasher: One (1) fixture unit;
11. Commercial dishwasher: Three (3) fixture units;
12. Drinking fountain: One (1) fixture unit;
13. Garbage disposal: One (1) fixture unit;
14. Washing machine (residential): One (1) fixture unit;