

**AGENDA**  
**REGULAR MEETING OF THE MAYOR AND COUNCIL**  
**December 11, 2018**  
**SEAFORD CITY HALL - 414 HIGH STREET**

**6:00 P.M.** - The Mayor and City Council along with the Planning and Zoning Commission will hold a joint kick-off meeting to discuss the City of Seaford 2020 Comprehensive Plan.

**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.
- Approval of minutes of the regular meeting on November 27, 2018.

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

Introduction of new employees: Luke Searcey, Parks Department; Mike Stanfield, Lorenza "Bud" Fryberger, and Marshall Costello, Public Works Department.

**CORRESPONDENCE:**

1.

**7:05 P.M. PUBLIC HEARING:**

1. **Annexation request from Wheaton's Incorporated** for annexing TMP 531-12.00-40.00; located at 24960 Dairy Lane, Seaford, DE 19973.

**NEW BUSINESS:**

1. SB & Company, LLC will present the annual audit for the period ending June 30, 2018.
2. Present for approval changes to the Seaford Police Department General Orders Manual (GOM) Section 3/220.

**AGENDA**

REGULAR MEETING OF THE MAYOR AND COUNCIL

December 11, 2018

3. Present for approval changes to the Seaford Police Department General Orders Manual (GOM) Section 3/790.
4. Present for approval changes to the Seaford Police Department General Orders Manual (GOM) Section 2/520.
5. Present for approval a letter from Belle Ayre Investments, LLC requesting a two-year extension of the subdivision plan approval for the Belle Ayre housing development located off of Atlanta Road, Seaford, DE.
6. Present for approval the Deputy Chief position of the Seaford Police Department to be a non-contract employment position.
7. Present for approval amendments to the Compensatory/ Accumulated Time Policy.
8. Present the Agreement between the City of Seaford and Seaford Fraternal Order of Police Bargaining Unit effective July 1, 2018 through June 30, 2020 for approval.

**OLD BUSINESS:**

1. Second reading of an ordinance to amend Chapter 14 of the Municipal Code of Seaford, Delaware relating to "Sanitary Sewer User Charges" by amending §14.4.3 (B) to reduce the Equivalent Dwelling Unit (EDU) values for beauty salons.
2. Second reading of an ordinance to amend Chapter 11 of the Municipal Code of Seaford, Delaware relating to "Water User Charges" by amending §11.7.3 (C) to reduce the Equivalent Dwelling Unit (EDU) values for beauty salons.

**REMINDER OF MEETINGS & SETTING NEW MEETINGS:**

1. Seaford City Hall, Utility Divisions and Parks and Recreation office will be closed December 25 and 26 for the Christmas Holiday.

**AGENDA**

REGULAR MEETING OF THE MAYOR AND COUNCIL

December 11, 2018

**THE LEAF MACHINE WILL BE IN OPERATION STARTING OCTOBER 1<sup>ST</sup> THROUGH DECEMBER 31<sup>ST</sup>. 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**

## Municipal Election - April 20, 2019

The City of Seaford Municipal Election will be held on Saturday, April 20, 2019 in the City Council Chambers, City Hall, 414 High Street, between the hours of 7:00 a.m. E.S.T. and 3:00 p.m. E.S.T.

One (1) Council Member will be elected for a (3) year term.

**All candidates must have filed by 5:00 p.m., E.S.T., February 22, 2019. Registration can be completed at City Hall, 414 High Street, Seaford, DE. Registration hours are Monday through Friday, 8 a.m. until 5:00 p.m. or by appointment if you cannot register during these normal business hours.** Any candidate who withdraws his/her name must do so in writing. Any candidate who withdraws his/her name after 5:00 p.m., E.S.T., February 22, 2019 will still appear on the official ballot for election.

Anyone eighteen (18) years of age or older who is a bona fide resident to be eligible to vote **must have been registered at the Seaford City Hall by 5:00 p.m., E.S.T., March 22, 2019.** A nonresident property owner to be eligible to vote must be owner of record for a period of six (6) months immediately preceding the date of the Annual Municipal Election (October 20, 2018) and shall have one vote **provided he or she is registered on the "Books of Registered Voters" maintained at the City Hall. Registration hours are Monday through Friday, 8 a.m. until 5 p.m. or by appointment if you cannot register during these normal business hours.**

**The City of Seaford has independent registration procedures for the Annual Municipal Election. To vote, you must meet the eligibility requirements and be registered on the "Books of Registered Voters" maintained at City Hall.**

A person shall be required to register only one time. You are urged to check your registration if you did not vote in the last municipal election. If you have moved out of the City after your original registration, you will need to check your registry to assure you are an eligible voter.

**AGENDA**

REGULAR MEETING OF THE MAYOR AND COUNCIL

December 11, 2018

All voters will need to show proof of residency which may be a State of Delaware driver's license, a State of Delaware identification card, a federal or state tax return with address, a City of Seaford utility bill or real estate property tax bill, or other acceptable proof of residency or ownership.

**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: 12/3/18

Posted by: TNT



414 High Street | PO Box 1100  
Seaford, DE 19973  
302.629.9173 fax 302.629.9307  
www.seafordde.com

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November 13, 2018

The Honorable David C. Genshaw  
Mayor  
City of Seaford  
Seaford, DE 19973

Dear Mayor Genshaw,

We, a Committee appointed by you on October 9<sup>th</sup>, 2018 to investigate the possibility of annexing certain lands into the City of Seaford limits, would like to present the following report:

**PETITIONER AND LOCATION OF LANDS:**

Petitioner:	Wheaton's Incorporated 24960 Dairy Lane Seaford, DE 19973
Owner:	Wheaton's Incorporated 24960 Dairy Lane Seaford, DE 19973
Sussex County Tax Map Address:	Parcel # 531-12.00-40.00 24960 Dairy Lane Seaford, DE 19973
Total Acreage:	8.34 +/-

**REASON FOR ANNEXATION**

The submitted annexation paperwork dated September 24<sup>th</sup>, 2018 states that the property petitioner's reason for requesting annexation is to obtain City utilities and City policing.

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*The Perfect Place to Start.*

**STREETS AND ROADWAYS:**

The property identified for annexation is located adjacent to West Stein Highway and contains commercial buildings and other ancillary facilities. The Department of Transportation must approve any new or revised entrances on the roadway listed above, as it is State maintained. Any proposed development has the potential of imposing additional traffic on the adjoining roads and intersections. Anyone planning to develop any project on this land is encouraged to contact the Delaware Department of Transportation prior to formulating their plans or purchases. The parcel proposed for annexation is shown on the attached Sussex County Tax Map. The City of Seaford does not expect to construct any new streets to accommodate development of this land.

**STORM WATER DRAINAGE:**

There is a municipal storm water system in close proximity to these lands. A storm water line serving the Sussex Avenue Extended, Atlanta Road and Nylon Blvd areas of the City exists in an easement area located to the north of the subject property. The outfall of the storm water piping discharges to Chapel Branch west of the site. Any storm water management system to serve these lands will have to be designed by the developer and approved by the Sussex Conservation District office. As in all projects, the regulations require the site to discharge the same quantity of storm water post-development as the property discharges pre-development. The prevailing regulations of the Sussex County Soil Conservation District will be imposed on this project.

**ZONING:**

The proposed area of annexation is zoned as listed:

TMP#: 531-12.00-40.00

Current Sussex County Zoning: General Business

Requested City of Seaford Zoning: C-2 Highway Commercial District.

The City of Seaford Council may have to zone the land through the City's Municipal Code following annexation, pending legal advice.

**ELECTRIC:**

Currently the subject parcel receives electrical service from Delmarva Power. Upon annexation the City will amend its service territory agreement with Delmarva Power through the Public Service Commission to include the annexed lands. Any development after the amendment of that agreement would be serviced by the City of Seaford. Current City policy is to plan for effective growth by working out phasing plans with developers that accommodate development in the most cost-effective manner possible. All electrical design will be completed at the cost of the developer in accordance with City rules and regulations.

**SEWER:**

The City of Seaford currently has a gravity sewer main near the subject property. This facility services the Seaford Apartment's development located east of the subject lands. The City of Seaford municipal sewer system is the only publicly owned system in the area. Once annexed these lands would be eligible to be tied into the municipal sewer system. The extension of sewer mains and the construction of lift stations (if required) are considered a part of the project development cost and the owner should give careful review and consideration for sewer connections. Connection of any new buildings located on the site will be contingent on approved connection plans and available capacity of the wastewater treatment system. The City of Seaford's wastewater treatment plant's capacity is 2.0 M gallons per day for secondary treatment and nutrient limitations; current average daily flows are approximately 1.1 MGD. The estimated daily flows from the site would have to be provided to the City. Planning of the service mains would have to be performed by the owner and approved by the City prior to any construction. The owner would be expected to pay all associated fees. The Building Official will develop a fee assessment for the project upon request with proper information provided.

The owners and/or developers should prepare professional engineering studies to confirm the cost of extending sewer collector mains, and if needed the installation of a sewage lift station on the basis of inadequate fall for gravity mains. The system should be studied from the point of discharge into the system to the point of treatment at the plant. All improved properties are expected to be served by the municipal sewer system within one year of annexation, or as soon as development occurs.

The City of Seaford's current practice is for the developer or owner to extend mains that are sized for the project needs. The City reserves the right to review plans and oversize mains and/or lift stations at their cost to extend sewer service to other areas they designate.

A final review will be made by the City to determine sewer concentrations of the proposed discharge to the municipal system. In some cases, pretreatment may be required prior to discharge. This will be determined once the use of the lands is identified. All final fees will be assessed and permits for connecting to the municipal sewer system will be issued by the City Building Official.

**WATER:**

The City of Seaford has an existing water main near the subject property. A 10" water main is located in the Sussex Avenue Extended and Tull Drive right-of-way adjacent to the site. In addition, a 10" water main exists in the West Stein Highway right-of-way south of the subject parcel. The City's water supply is sufficient to support development. However, the necessary distribution system extension (water tap) to the new development would have to be provided by the developer. Planning of the service connections would have to be performed by the owner of the lands and approved by the

City prior to any connection. The owner would be expected to pay all associated construction and connection fees.

**EASEMENTS:**

The owner will need to provide the City the necessary easements prior to acceptance of any streets, water mains, sewer mains, and electric installations (if applicable). These should include a survey sealed by a licensed Delaware surveyor with a written legal description of lands being given. The easement document must stipulate that no permanent structures can be built within the easement area(s).

**PROPERTY TAX:**

The lands will be taxed based on the City assessment following the annexation. The assessment would be based on the value of the land and improvements as per City zoning. The current designated land use by the Sussex County Tax Assessment office is as follows:

TMP#: 531-12.00-40.00  
Commercial

No real estate property taxes can be determined until City assessment occurs. The City hires a professional assessor to determine the value of assessment on lands. Therefore, staff cannot advise as to any potential tax billings for the subject lands. These will be based on improvements and land values that are subject to change per improvements and changes in zoning. The City's current real estate property tax rate is \$0.31 per \$100.00 of 100% assessment based on 2008 market values. There is an exemption for non-profit entities. A final review and approval must be granted by the Tax Assessor of the City of Seaford

**COMPREHENSIVE PLANS REVIEW**

The City of Seaford Comprehensive Plan

The Annexation Plan designates the subject property in the Town Center District. The proposed revision to the Land Use Plan identifies the area that the subject property is located in as commercial. The requested zonings of C-2 per City Zoning regulations would be consistent with the objectives of the plan.

Copies of the above referenced maps are attached hereto. |

**ADVANTAGES TO THE CITY:**

These are not listed in any particular order of priority:

1. The City may benefit from an increased tax base.

| |

2. There is the opportunity to provide utility services (electricity, water and sewer) to the parcel and spread the cost of service over a larger user base. It will allow the City to be positioned to serve additional lands adjacent but not in the City by the extension of the utilities to this property.
3. There is local control of development at the local municipal level by having authority over it; being able to implement the municipal codes to maintain the property based on complaints received.
4. This area would be served by the Municipal Police force, which will reduce property owner confusion and minimize dispatcher time (currently the area is serviced by the State Police, which is confusing to the property owners who have a Seaford address but are not within the City limits).
5. The governing body that will be the most impacted by the land use decisions will be making those decisions.
6. This is in keeping with Livable Delaware and minimizing sprawl.
7. The incorporation of this property into the City limits would eliminate an “enclave” of non-annexed County land surrounded (on two sides) by Municipal land.

**DISADVANTAGES TO THE CITY:**

These are not listed in any particular order of importance:

1. With continued growth, the City will have to expand personnel to provide all of the expected services.
2. The expansion may increase the operating and capital budgets. In addition, it will increase the area for City departments to serve.
3. Traffic may increase on area roads in the event that a redevelopment of the property occurs.
4. If the property redevelops, accidents could increase without improvements to the adjoining roads and intersections. A traffic plan should be prepared if development is planned.
5. There will be an added number of requests to the City for reviews of plans, service extensions, Code, and Police services.

**ADVANTAGES TO THE AREA PROPOSED FOR ANNEXATION:**

This is not intended to be inclusive of all of the advantages, but to be a represented sampling of some of the advantages to the area proposed for annexation.

1. The area will receive all utility services from one owner so coordination of services will be less complicated.
2. They will be provided local police protection with anticipated shorter response time.
3. All permitting will be coordinated through the City.
4. Support will be provided in obtaining other agency permits.
5. Checklist will be provided for development.

6. The local government will do the zoning of the lands.
7. Snow removal on all City owned public streets, leaf and limb pickup at the curb, and maintenance, such as paving, pavement markings, etc., on the City streets will be provided by the City.
8. All complaints will be made to the City.
9. The property owners will receive local representation for concerns through the elected officials who have to live in the community.
10. They will benefit from the municipal water and sewer services, once extended by the owner.

#### **DISADVANTAGES TO THE AREA PROPOSED FOR ANNEXATION:**

1. They will have to adhere to local codes and ordinances, in building and maintaining facilities, which may be perceived as additional paperwork and more restrictive.
2. They will have only one vendor for utilities – water, sewer and electric.
3. They will have to adhere to more restrictive codes in placement of outside storage and appearance of property.

#### **RECOMMENDATION:**

The committee members unanimously agree to proceed with the proposed annexation process for this property. The committee members further recommend that the property be zoned C-2 Highway Commercial, in accordance with the City Zoning Ordinance upon annexation.

#### **PUBLIC HEARING:**

A Public Hearing will be held to fully explain what area is being proposed to be annexed into the City of Seaford. As part of the State of Delaware's Land Use Planning Act, the Plan of Services information will be submitted to the State of Delaware Planning Office for all State agencies to review and submit comments to the City.

#### **DISCLAIMER:**

The annexation committee reviews solely the annexation of lands into the territorial limits of the City of Seaford. They do not review projects for any endorsement as part of the annexation process. Any projects that may be presented for the land once they are annexed into the City of Seaford will follow the normal process for development, including Planning and Zoning and City Council Public Hearings to allow the public the opportunity to comment on the project proposal.

If you have any additional questions, feel free to contact me.

Respectfully Submitted,  
THE CITY OF SEAFORD



Councilwoman Leanne Phillips-Lowe



Councilman H. William Mulvaney



PH# 1  
12/11/18

STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF STATE PLANNING COORDINATION

December 4, 2018

Mr. Charles Anderson  
City of Seaford  
415 High Street  
Seaford, DE 19973

RE: **Seaford Annexation; 24960 Dairy Lane**  
**Annex ID 2018-23**  
**Tax Parcel # 531-12.00-40.00**

Dear Mr. Anderson: *Charles*

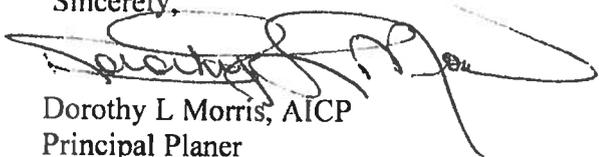
This letter is to confirm that we have received Plan of Services for the above referenced annexation. During my review of the Plan of Service application it was noted that the town would be required to amend the Future Land Use map to correct the future land use of this parcel to match what is proposed with the annexation. The City requested that the Plan of Services and the comprehensive plan amendment be reviewed concurrently. The City has been working through the plan amendment process, which was reviewed by PLUS on November 26, 2018 (PLUS letter to follow separately). No comments were received in objection to the comprehensive plan amendment.

Provided the comprehensive plan amendment is adopted first, the Office of State Planning would have no objections to the annexation of the above referenced parcel.

Once both items are considered, the City should forward notification to this office regarding the actions taken on both the comprehensive plan amendment and the annexation.

If you have any questions, please feel free to contact me regarding the needed information.

Sincerely,

  
Dorothy L Morris, AICP  
Principal Planner



PH # 1  
12/11/18

**STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF STATE PLANNING COORDINATION**

December 4, 2018

Charles Anderson  
City of Seaford  
414 High Street  
Seaford, DE 19973

RE: PLUS review 2018-11-06; Seaford Comprehensive Plan Amendment

Dear Charles,

Thank you for meeting with State agency planners on November 28, 2018 to discuss the proposed comprehensive plan amendment for the City of Seaford. This amendment will change the future land use map for 1 parcel from Highway Commercial to Commercial.

Please note that changes to the plan could result in additional comments from the State. Additionally, the comments below reflect only issues that are the responsibility of the agencies that were represented at the meeting.

This office has received the following comments from State agencies:

**Office of State Planning Coordination – Contact Dorothy Morris 739-3090**

- The Office of State Planning supports the proposed comprehensive plan amendment. As a reminder, the parcel being changed in this amendment is also being reviewed for annexation. The comprehensive plan amendment must be approved before the annexation of the property can be considered by the city.

**Department of Transportation – Contact Bill Brockenbrough 760-2109**

- DelDOT has no requirements with regard to the specific to the proposed Comprehensive Plan amendment but, noting the general lack of pedestrian facilities on Stein Highway west of Hickory Lane, DelDOT offers the following language from the Sussex County Comprehensive Plan for the City's consideration as part of their next Plan update:

**Chapter 13: Mobility Element**

**Objective 13.6.2** Encourage non-motorized transportation planning along low-speed roadways.

122 Martin Luther King Jr. Blvd. South – Haslet Armory · Third Floor · Dover, DE 19901  
Phone (302)739-3090 · Fax (302) 739-5661 · [www.stateplanning.delaware.gov](http://www.stateplanning.delaware.gov)

**Strategy 13.6.2.1** Incorporate bike and pedestrian facilities into community master plans where appropriate and consider allowing the use of motor-assisted bicycles along bicycle facilities and trails.

**Strategy 13.6.2.2** Support the development and implementation of the statewide bicycle plan, a Blueprint for a Bicycle-Friendly Delaware, and continue to support the creation of recreational trails and shared-use pathways to connect communities to employment, commercial services, recreational opportunities, and to provide safe alternatives to car travel.

**Strategy 13.6.2.3** Partner with Delaware's Pedestrian Coordinator to complete sidewalk connectivity projects in conjunction with new development.

Additionally, DelDOT recommends that the City contact Ms. Jennifer Cinelli, a planner in DelDOT's Statewide and Regional Planning Section, for assistance in obtaining funds for pedestrian and bicycle studies and projects. Ms. Cinelli may be reached at [Jennifer.Cinelli@state.de.us](mailto:Jennifer.Cinelli@state.de.us) or (302) 760-2549.

Once a decision has been reached on this proposed comprehensive plan amendment, please forward a copy of the plan amendment with the adopting ordinance to the Office of State Planning Coordination for our records. The plan amendment must include a revised version of any maps that were updated as well as any text that was approved in amending the comprehensive plan.

Thank you for the opportunity to review this Comprehensive Plan amendment. If you have any questions, please contact me at 302-739-3090.

Sincerely,



Constance C. Holland, AICP

Director, Office of State Planning Coordination

NB#2  
12/11/18

### **3/220 RIDE-ALONG PROGRAM**

#### **3/220.05 GENERAL**

Participants must complete a Ride-Along application and waiver. Juvenile participants must have a parent or guardian sign these documents and may be required to be accompanied by an adult.

Participation is limited to two sessions annually, except for participants in the Student Intern Program or others authorized by the Chief of Police.

Participants will generally be assigned to a one-man unit and will never accompany an FTO training a recruit officer. Applicants must be properly attired and hygienically respectable.

#### **3/220.10 SUPERVISORY RESPONSIBILITY**

A Lieutenant shall:

Review all applications for approval (criminal history or objectionable personal demeanor may be justification for rejection).

Assign the ride along to the appropriate Patrol Sergeant.

A Sergeant shall:

- ◆ Interview juvenile applicant.
- ◆ Confirm mutually-agreed date and time.
- ◆ Select an officer to accompany the participant; provide the officer with a copy of the Ride-Along guidelines and Follow Up form.
- ◆ Ensure that the participant is properly attired and hygienically respectable.
- ◆ Retain copies of applications and waivers. All Ride-Along documents will then be forwarded to the Administrative Assistant for filing.

#### **3/220.15 OFFICER RESPONSIBILITIES**

The officer shall:

- ◆ Refrain from engaging the participant in dangerous situations when possible.
- ◆ Ensure that Ride-Along participants are given the Ride Along Program Follow Up form.

- ◆ Ensure completed Ride-Along form is forwarded to the Lieutenant.

The officer may return the participant to the point of origin for objectionable behavior or interference. Such action shall be documented via memorandum to the sector supervisor.

NB#3  
12/11/18

**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 of each calendar year.

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

**3/790.15 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.

**3/790.20 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.

**3/790.25      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.

**3/790.30      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.

**3/791          DEPARTMENTAL AWARDS**

**3/791.05      CHIEF'S AWARD**

The recipient is to receive an award that will be denoted by the issuance of a ribbon solid green in color.

The Chief's Award is awarded for the outstanding achievement which reflects credit on the recipient or the Department.

A suggestion which resulted in measurable monetary savings or improved operational efficiency.

It is associated with administrative, career development, and general public service or community relations achievements rather than patrol or investigative performance.

The recipient is personally selected by the Chief of Police.

**3/791.10 LIFE SAVING AWARD**

The recipient is to receive an award along with a ribbon that is red, white and blue in color. The red portion of the ribbon shall be worn to the left for the purpose of continuity.

The Life Saving Award may be awarded to any member of the Department who performs a life-saving service or action for a critically ill or injured person, and a doctor indicates that the employee's initiation of the first aid technique was instrumental in saving a life.

**3/791.15 UNIT CITATION**

The recipients will receive an award along with a ribbon blue in color with four red stripes.

The Unit Citation may be awarded to any section, squad, or unit which is represented by two or more employees who, while acting in conjunction, qualify with exemplary performance.

The task may be operations oriented, such as a barricade situation, or other operational action.

This award is not intended as recognition of a unit's long-term general quality of service.

**3/790.20 OFFICER OF THE YEAR AWARD**

The recipient is to receive an award will be denoted by the issuance of a ribbon solid red in color.

The Employee of the Year will be selected from among that year's award recipients or employees of the month.

**3/791.25 DISPATCHER OF THE YEAR**

The Dispatcher of the Year award will be awarded to the dispatch employee that maintained the highest overall average for emergency dispatch calls for the year. The standards are set by the National Academy of Emergency Dispatch.

**3/791.30 EMPLOYEE OF THE MONTH**

The recipient will receive a certificate along with his or her photograph being displayed on the wall of the common area for one year.

The Employee of the Month will be selected by the Command Staff of the Seaford Police Department.

The Employee of the Month may be selected for overall performance, a specific act, or both, for example:

Officer John Doe, during the month of \_\_\_\_\_, made 10 felony arrests and 10 misdemeanor arrests for crimes that include, but are not limited to, robbery, burglary, and vehicle theft resulting in \_\_\_\_\_.

During the month of \_\_\_\_\_, Officer John Doe responded to the scene of an unconscious person and performed life-saving first aid.

During the month of \_\_\_\_\_, Dispatcher John Doe gave CPR instructions via telephone, using EMD procedures at the scene of a heart attack victim, thus being instrumental in a life-saving action.

An employee being selected for Employee of the Month is not precluded from the selection process for a Departmental award.

Each month Sector Supervisors will submit his or her nomination in memo form to their Shift Commander along with any accompanying documentation. These nominations are to be submitted no later than the fifth of each month.

After reviewing the squad performance, if the Sector Supervisor chooses not to nominate any member of his/her squad, they will submit a memorandum to their Shift Commander stating that they have no nominations for that particular month.

The Shift Commander will review the nominations and verify the documentation. He/she will then select one employee and forward their nomination to the Deputy Chief of Police no later than the tenth of the month.

The Deputy Chief of Police and the Chief of Police will jointly review the nominations and select the Employee of the Month no later than the fifteenth of the following month.

NBH 4  
12/11/18

## **2/520 POLICE CHAPLAINS**

The police chaplain is an approved and experienced representative of his denomination; providing spiritual help, guidance and counseling. He shall not interfere with an officer in the performance of that officer's duties. He shall conform to all applicable written directives.

Police chaplains act as advisors to the Chief of Police in all matters pertaining to employee moral and religious welfare. They are authorized access to Departmental facilities and scenes where their services may be required. Chaplains are also authorized to ride with officers.

Chaplains are available to assist employees in the following:

- Notifications to families of employees suffering serious injury or death.
- Comfort and aid injured employees or those from other jurisdictions who are involved in an incident in the City.
- Comfort and aid employees and their families in the event of death within the family.
- Visit sick and injured employees at home or in the hospital.
- Aid in making other death notifications (41.2.18).
- Give moral and spiritual assistance to employees and their families.
- Provide liaison with religious leaders in matters which impact the Department.

### **Qualifications:**

- Must be a U.S. citizen.
- Must pass a background check.
- No felonies. Misdemeanors will be reviewed case by case.
- A law enforcement chaplain should be an ecclesiastically certified person in good standing and endorsed for law enforcement chaplaincy by a recognized religious body, with 5 years' experience and appointment.
- A law enforcement chaplain should be available to serve on a 24-hour call basis, determined and governed by the head law enforcement chaplain and/or Chief of Police.
- A law enforcement chaplain must never have been convicted of a criminal offense or offenses involving moral turpitude.
- A law enforcement chaplain should be able and willing to be carefully screened by the Chief of Police.
- A law enforcement chaplain should manifest a broad base of experience and professional ministry, emotional stability and personal flexibility.
- A law enforcement chaplain should be tactful and considerate in approaching all people regardless of race, sex, creed or religion.
- A law enforcement chaplain should be willing to become involved in training programs that enhance one's efficiency in meeting and dealing with people in crisis and should be familiar with community medical, psychiatric and other helping resources in the local area.

NE#5  
12/11/18

**BELLE AYRE INVESTMENTS, LLC**  
**102 Larch Circle, Suite 203**  
**Wilmington, Delaware 19804**  
**302/658-4417 ext 3043**  
**Fax 302/658-0618**

November 26, 2018

VIA e-mail: canderson@seafordde.com

Mayor and Council  
City of Seaford  
414 High Street  
Seaford, DE 19973

RE: Belle Ayre

Dear Mayor and Council,

We are requesting that our site plan approval, for the subdivision of Belle Ayre be extended for 2 years. Our current plans expire on January 14, 2019. Our Sussex Conservation District approval expires on March 27, 2019, which is attached, along with our Waste Water Discharge Permit, which expires on April 8, 2021.

We are currently talking with two modular home companies and a local builder, to see if we can make something happen. We refuse to give up, we know this project will perform eventually.

We would ask that a favorable response be granted.

Respectfully Requested,

Mark Prata  
Belle Ayre Investments, LLC



January 20, 2016

Mr. Leonard Iacono  
c/o Northpoint Engineering  
102 Larch Circle, Suite 3  
Newport, DE 19804

**RE: Approval Extension – 3/27/16 – 3/27/19  
Belle Ayer Subdivision**

Dear Mr. Iacono:

An extension for the above referenced project has been reviewed for compliance with the Sediment and Stormwater Regulations and is approved with conditions (see attached). Please note that the timeframe for this plan extension is three years. **Your plan will now expire on March 27, 2019.**

Approval of a Sediment and Stormwater Plan does not grant or imply a right to discharge stormwater runoff. The owner/developer is responsible for acquiring any and all agreements, easements, etc., necessary to comply with State drainage and other applicable laws.

This plan approval pertains to compliance with the *Delaware Sediment and Stormwater Regulations*. Please understand that the approval of this plan does not relieve you from complying with any and all federal, state, county, or municipal laws and regulations.

As of January 1, 2014, the Sussex Conservation District began collecting financial guarantees to ensure the construction of stormwater management practices is accomplished in accordance with the approved sediment and stormwater plan. Please refer to the SCD Policy on Bonds located on our website at [Sussexconservation.org](http://Sussexconservation.org). If you have any questions concerning the aforementioned, please do not hesitate to call 302 856-7219.

Sincerely,

Jessica Watson  
Program Manager

JW/jmg

cc: Janelle Cornwell

## CONDITIONS OF APPROVAL

### NOTIFICATION

1. This approved plan will remain valid for 3 years from the date of this approval. If construction does not begin within three years, the approved plan will be considered to have expired, and must be resubmitted to the District for a new review. In addition, if work is not completed within the three-year timeframe, the District must be contacted and a request for an extension submitted. Depending on regulation changes, a new plan may need to be submitted to ensure that all stormwater management facilities are constructed to the most recent standards.
2. Submittal of the Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activities together with this approval of the detailed Sediment and Stormwater Plan provide this project with Federal permit coverage to be authorized to discharge storm water associated with construction activities. It is the owner's responsibility to ensure that permit coverage remains valid throughout construction by submitting the NOI fee annually as requested. The developer is responsible for weekly self-inspection reporting to be retained onsite.
3. Notify the Sussex Conservation District Sediment and Stormwater Management Section of your intent to begin construction in writing five (5) days prior to commencing. Failure to do so constitutes a violation of the approved plan.

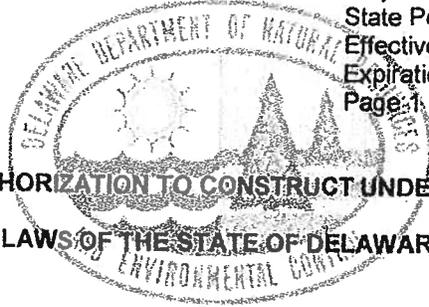
### CHANGES

4. This project is to be undertaken in accordance with the plans submitted and as approved. If changes are necessary at any time during the completion of the project, submit revised plans, prior to further construction, to the Sussex Conservation District Sediment and Stormwater Program for review and approval of the revision.
5. Should ownership change during the construction period, a revised plan must be submitted for approval showing the new owner's signature on the owner's certification. In addition, a Transfer of Authorization form must be submitted to DNREC to transfer Federal permit coverage to the new owner.

### CONSTRUCTION AND CLOSEOUT

6. A pre-construction meeting must take place before any land disturbing activity begins. The meeting may take place on site and be attended by the owner, contractor, design consultant, Certified Construction Reviewer and Sussex Conservation District Sediment and Stormwater Program Construction Reviewer. The owner or the owner's designee shall contact the Sussex Conservation Construction Reviewer to schedule the pre-construction meeting.
7. Keep available onsite, during all phases of construction, a copy of the approved Sediment and Stormwater Management Plan.
8. Keep available onsite, during all phases of construction, copies of the Developers weekly self-inspection reports and/or the CCR Reports.
9. Any sediment transported off-site to roads or road rights-of-way including ditches shall be removed. Any damage to ditches shall be repaired and stabilized to original condition.
10. Grading shall not impair surface drainage, create an erosion hazard, or create a source of sediment to any adjacent watercourse or property owner.
11. Failure to implement the permanent stormwater management practices as mentioned herein constitutes a violation of the conditions of this plan approval; it may result in the suspension or revocation of building permits or grading permits issued by the local jurisdiction; and it may result in legal action by the DNREC to bring the site into compliance with the approved Sediment and Stormwater Management Plan and the *Delaware Sediment and Stormwater Regulations*.
12. The permanent stormwater management facility or facilities must be constructed and accepted by the Sussex Conservation District Sediment and Stormwater Program prior to final closeout of the project site. Post construction verification documentation of the stormwater management facility or facilities must be completed as soon as construction of the facility or facilities is complete so that any necessary modifications may be made during the construction period.

Project: Belle Ayre Subdivision  
State Permit Number: WPCC 3012/18  
Effective Date: April 9, 2018  
Expiration Date: April 8, 2021  
Page: 1 of 7 Pages



**AUTHORIZATION TO CONSTRUCT UNDER THE  
LAWS OF THE STATE OF DELAWARE**

**PART I**

1. In compliance with the provisions of 7 Del. C., §6003,

City of Seaford  
414 High Street  
Seaford, DE 19973

and

Belle Ayre Investments, LLC  
102 Larch Circle, Suite 301  
Newport, DE 19804

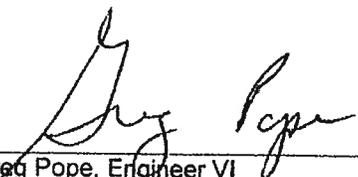
are authorized, jointly and individually, to construct facilities consisting of the following:

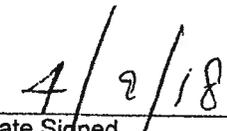
Approximately one thousand six hundred and sixty-six linear feet (1,666 LF) of twelve (12) inch diameter gravity sewer, five hundred and ninety-one linear feet (591 LF) of eight (8) inch diameter gravity sewer, seven (7) manholes, cleanouts and related appurtenances to serve forty-three (43) single family lots (84 total lots in subdivision) located on Chatham Drive, Terre Street, Banbury Street, Danfield Drive and Bristol Drive in Seaford, Delaware. The proposed sanitary sewer will connect to the existing sanitary sewer system built to serve the other previously constructed forty-one (41) lots.

The subject project will be constructed in accordance with plans and specifications as described below and limitations, requirements and other conditions set forth in Parts I, II and III hereof.

2. The plans, specifications, municipality standards and other documents submitted with the construction permit application consist of the following, which are incorporated by reference and made part of this authorization:

One (1) drawing dated 3-22-13, prepared by Northpoint Engineering, titled "Partial As-Built Plan for the Belle Ayre Project," six (6) drawings\*\* prepared by River Basin Engineering, Inc. titled and the current Sussex County Standard Specifications for Design and Construction of Ordinance 38 Projects.

  
\_\_\_\_\_  
Greg Pope, Engineer VI  
By Agreement with Surface Water Discharges Section  
Division of Water  
State of Delaware Department of Natural Resources  
And Environmental Control

  
\_\_\_\_\_  
Date Signed

" The drawings include:

Sheets C7-C9 – Plan & Profile, signed & sealed on 4-3-13  
Sheet C10 – Plan & Profile, signed & sealed on 3-25-13  
Sheets C14-C15 – Construction Details, dated 2-5-02, latest rev. 3-11-03

3. The liquid waste will be discharged through an existing wastewater collection and transmission system to the Seaford Wastewater Treatment Facility, which discharges treated wastewater to the Nanticoke River in accordance with NPDES permit number DE 0020265.

A. Effluent Limitations on Pollutants Attributable to Industrial Users

The use of the constructed facility is conditioned on meeting all applicable pretreatment standards under 40 CFR, Part 403, or toxic pollutant discharge limitation under Section 307(a) of the Clean Water Act of 1977, PL 95-217.

B. Flow and Usage Limitations

This permit authorizes a daily average discharge of N/A gallons\*. The flow in the system shall be measured at least every N/A.

The estimated average daily discharge from the subject project is 12,900 GPD, which is based on 43 homes X 300 GPD/EDU.

\* This permit authorizes only the construction of the wastewater collection and conveyance facilities referenced herein.

C. Monitoring and Reporting (When Required)

1. Representative sampling of the volume and nature of the monitored discharge shall be conducted at the request of the Division of Water.

2. Reporting

Monitoring results shall be reported to the:  
Delaware Department of Natural Resources and Environmental Control  
Division of Water, Surface Water Discharges Section  
89 Kings Highway  
Dover, DE 19901  
302-739-9946

3. Definitions

- a. "Daily average flow" means the total flow during a calendar month divided by the number of days in the month that the facility was operating.
- b. "Daily maximum flow" means the highest total flow during any calendar day.
- c. "Daily Peak Flow" means the flow which can be safely transported within the sewage system without causing an overflow or a backup into the building(s) or residence(s).
- d. "Bypass" means the intentional diversion of wastes from any portion of a treatment facility.

- e. "Measured flow" means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.
- f. "Estimate" means a value to be based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

4. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- a. The date, exact place and time of sampling or measurement;
- b. The person(s) who performed the sampling and/or measurement;
- c. The date(s) and time(s) analysis was performed;
- d. The individual(s) who performed each analysis;
- e. The analytical technique(s) or method(s) used;
- f. The results of each analysis; and
- g. Appropriate quality assurance information.

5. Records Retention

All records and information resulting from the monitoring activities required by this permit, including all records of analyses performed, all records of instrument calibration and maintenance and all charts from continuous monitoring instruments, shall be retained for three (3) years. This period of retention shall be extended automatically during the course of any unresolved litigation regarding the regulated activity or regarding control standards applicable to the permittee, or as requested by the Department.

6. Test Procedures

Test procedures for the analysis of pollutants shall conform to the applicable test procedures identified in 40 CFR, Part 136, unless otherwise specified in this permit.

END OF PART I

**PART II**

A. **Management Requirements**

1. **Duty to Comply**

The permittee must comply with the terms and conditions of this permit. Failure to do so constitutes a violation of this permit, which is grounds for enforcement and the imposition of penalties as provided in 7 Del.C., Chapter 60, grounds for permit termination or loss of authorization to discharge or operate pursuant to this permit, grounds for permit revocation and reissuance or permit modification, or denial of a permit renewal application.

2. **Notification**

a. **Changes in Authorized Activities**

The permittee shall notify the Department of any proposed change in the activity authorized herein, of any proposed substantive change in the operation of the facility or facilities authorized herein, or of any anticipated facility expansions, production increases, or process modifications.

Notification is required only when such alteration, addition or change may justify the inclusion of conditions that are absent or different from those specified in this permit. This includes, for example, the construction of additional wastewater collection, transmission or treatment facilities and changes which will result in new, different, or increased discharges of pollutants. Following such notice, the Department may require the submission of a new permit application and this permit may be reopened and modified to address the proposed changes.

b. **Noncompliance**

If, for any reason, the permittee does not comply with or will be unable to comply with any limitation specified in this permit, the permittee shall provide the Department with the following information, in writing, within five (5) days of becoming aware of such condition:

- 1.) A description of the discharge and cause of noncompliance; and
- 2.) The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate and prevent recurrence of the noncomplying discharge.

3. **Facilities Operation**

The permittee shall, at all times, maintain in good working order and operate as efficiently as possible all collection and treatment facilities and systems (and related appurtenances) installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, effective management, adequate operator staffing and training and adequate laboratory process controls, including appropriate quality assurance procedures.

4. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to waters of the State resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and extent of the noncomplying discharge.

5. Bypassing

Any bypass or intentional diversion of waste streams from the facilities authorized by this permit, or any portion thereof, is prohibited, except (i) where unavoidable to prevent loss of human life, personal injury or severe property damage, or (ii) where excessive storm drainage or run-off would damage any facilities necessary for compliance with the effluent limitations and prohibitions of this permit. The permittee shall promptly notify the Department, in writing, of each such diversion or bypass.

6. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewater shall be disposed of in a manner such as to prevent any pollutant from such materials from entering the surface water or groundwater.

B. Responsibilities

1. Within 90 days following the completion of construction, the permittee shall submit to the Department an "as-built" set of plans of the facility or facilities constructed, bearing the seal and signature of a licensed Professional Engineer registered in the State of Delaware.

2. Right of Entry

The permittee shall allow the Secretary of the Department of Natural Resources and Environmental Control, or his authorized representative(s), upon the presentation of credentials:

- a. To enter upon the permittee's premises for inspection of any records, flow measurements, construction or other activity authorized by this permit or any condition required under the terms of this permit; and
- b. At reasonable times, to have access to and to copy any records required to be kept under the terms and conditions of this permit; to inspect any monitoring equipment or monitoring method required in this permit; and
- c. To sample any discharge.

3. Transferability

This permit is transferable with the Department's consent, provided that an intention to transfer accompanied by a copy of the permit is provided to the Department, signed by both the transferor and the transferee at least ten (10) days prior to the actual transfer.

4. Availability of Reports

All reports submitted with the application and those reports required under the terms of this permit shall be available for public inspection at the offices of the Department of Natural Resources and Environmental Control. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in 7 Del. C.,

§6013. Any person who causes or contributes to the discharge of a pollutant into State waters either in excess of any conditions specified in this permit or in absence of a specific permit condition shall report such an incident to the Department, as required under 7 Del. C. §6028.

5. Permit Modification

This permit may be modified, suspended or revoked in whole or in part during its term for cause including, but not limited to, the following:

- a. Violation of any term or condition of this permit;
- b. Obtaining this permit by misrepresentation or failure to fully disclose all relevant facts;
- c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized activity; or
- d. Information that the permitted activity poses a threat to human health or welfare, or to the environment.

6. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under 7 Del. C., Chapter 60.

7. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation.

8. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

9. Severability

The provisions of this permit are severable. If any provision of this permit is held invalid, or if the application of any provision of this permit to any circumstances is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

END OF PART II

**PART III**

A. Special Conditions

1. This permit authorizes only the construction of the wastewater facilities and related work referenced herein.
2. If well pointing is required during construction, the wells must be installed by a licensed well driller, and a permit to construct such wells must first be obtained from the Well Permits Branch of the Water Supply Section.
3. All construction shall be in agreement with plans and specifications submitted under this project and approved by the Department of Natural Resources and Environmental Control.
4. All construction shall be in accordance with Ten States Standards and other applicable local utility construction specifications and standards.
5. Connections or additions to the proposed system, other than those proposed on the plans, will not be allowed without prior approval from the Department.

END OF PART III

## MEMORANDUM

NB # 6  
12/11/18

To: Mayor and City Council Members

Cc: Chief of Police Rob Kracyla  
June Merritt, Director of Finance & HR

From: Charles Anderson, City Manager 

Date: December 3, 2018

Re: Seaford Police Department Deputy Chief Position

As part of the FY19 budget the City included funding for the position of Deputy Chief (formally the rank of Captain). This position would report directly to the Chief and as a member of management would not be a member of the Seaford FOP collective bargaining unit. The Seaford FOP contract includes the ranks of patrolman through Lieutenant.

In discussions with Chief Kracyla and the Director of Finance & HR, June Merritt; we are recommending that this position be a salaried, non-contractual employee position. This employee, once hired, would not be covered by the Collective Bargaining Agreement but would fall under the provisions of the Seaford Employee handbook for matters related to employment. In addition, as a sworn officer, would be subject to the protections of the Police Bill of Rights requirements.

If approved by the City Council, staff will move forward with posting the Deputy Chief position as soon as practical; with the intent of having the position filled in February 2019.

Should you have any questions please contact the Chief, June or me.

Thank you.

NB#7  
12/11/18



## Compensatory / A/T Policy

Effective: mm/dd/yyyy

### Purpose:

The purpose of this policy is to standardize and provide guidelines for the accumulation of compensatory time, payment and the taking usage of compensatory time in accordance with federal and state laws.

### Policy:

The compensatory / A/T policy states that all overtime eligible employees have an alternative to paid overtime. Compensatory time is paid time off at the rate of one and one-half hours off for each hour of overtime worked. the opportunity to accrue and use hours for which the employee has worked and does not desire to be paid monetarily. This policy allows the City to reduce overtime costs while giving the employee an alternative to using vacation and personal holidays for time off.

### Guidelines:

- All requests for credit of A/T to an employee's account is the result of working overtime on a scheduled shift and must be approved by the supervisor on whose shift the time was worked.
- A/T will be given at the rate of one and one-half hour received for one hour worked.
- Once an employee has made the request for A/T and it has been approved, he/she cannot withdraw the request and receive monetary compensation for the time worked.
- No employee may accrue more than 48 hours of A/T.
- Accrued A/T which is not taken before the last pay period of the fiscal year, will be paid in the last pay period of the fiscal year, and not carried over from one year to another. Said pay shall be made using the number of A/T hours accrued but not used times the standard hourly rate.

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- The usage of A/T time will be at the convenience of the department and will not be unreasonably withheld.

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- All compensatory time will be marked as such on official timesheets, both when it is earned and when it is used. Requests for credit of A/T to an employee's account must be received by administration, and incorporated into the weekly time card and department A/T sheet, no later than Monday of each week for the previous week.

- Requests for use of A/T will be handled in the same manner as guidelines for vacation day use.
- When A/T is used, time will again be incorporated in the weekly time card and recorded on the department A/T sheet.

- Employees must have worked (40) hours in any given week prior to being eligible to earn A/T (vacation days, sick days, or previously earned A/T may be incorporated in the forty hours).

- Employees will not receive compensatory time for overtime worked less than thirty minutes per day. A/T can only be accrued in increments of 1/2 or whole hours. In the event the additional hours total an additional 1/4 hour, then the employee shall be paid for the 1/4 hour, and the remainder may be accrued as A/T.

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- For record keeping purposes, compensatory time shall be taken in no less than quarter hour intervals.
- Information on individual A/T may be obtained by an employee by consulting his/her supervisor.

- Stand-by or Holiday overtime cannot be taken as A/T.

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- Compensatory time may never be taken before it is earned.

- All compensatory time will be paid when the employee leaves city employment at the hourly pay rate the employee is earning at that time.

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**Implementation:**

Employee must request and receive approval from his/her supervisor in order to accumulate or use A/T (in the same manner as OT; prior approval of additional hours must be obtained prior to working it).

A/T Shall be recorded in ~~four~~ three places:

1. On the time card, where it shall be circled and designated A/T.
2. On the Time ~~S~~sheet, where it shall be circled and noted as A/T.
3. On the departmental accumulated time record maintained by the supervisor (~~Which you retain for your records~~). Employees may request to see their own record at any time. The total of this record must coincide with management's records.
4. ~~On the Department A/T Sheet, which you shall turn in with your time cards (this is how management will maintain A/T records and make sure they have the same balance for each employee as you do).~~

NB# 8  
12/11/18

**AN AGREEMENT**  
**BETWEEN THE**  
**CITY OF SEAFORD**  
**AND**  
**SEAFORD FRATERNAL ORDER OF POLICE BARGAINING UNIT**  
**JULY 1, 2018 - JUNE 30, 2020**

## TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 - GENERAL.....	2
ARTICLE 2 - MANAGEMENT RIGHTS .....	3
ARTICLE 3 - PROBATIONARY PERIOD.....	4
ARTICLE 4 - DEDUCTION FROM SALARY .....	5
ARTICLE 5 - GRIEVANCE PROCEDURES .....	6
ARTICLE 6 - HOURS OF DUTY - OVERTIME COMPENSATION .....	9
ARTICLE 7 - PAID HOLIDAYS.....	12
ARTICLE 8 - VACATIONS .....	14
ARTICLE 9 - MEDICAL LEAVE .....	16
ARTICLE 10 - FAMILY MEDICAL LEAVE.....	18
ARTICLE 11 - SPECIAL LEAVES.....	18
ARTICLE 12 - DRUG TESTING .....	21
ARTICLE 13 - POLITICAL CONSIDERATION .....	24
ARTICLE 14 - BENEFITS.....	24
ARTICLE 15 - PHYSICAL FITNESS .....	29
ARTICLE 16 - MAINTENANCE OF STANDARDS.....	30
ARTICLE 17 - RE-EMPLOYMENT .....	30
ARTICLE 18 - SALARY .....	30

The AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF SEAFORD, a Municipal Corporation of the State of Delaware, hereinafter referred to as the “City” or as the “Employer”, and the SEAFORD FRATERNAL ORDER OF POLICE BARGAINING UNIT AND THEIR ELECTED REPRESENTATIVES, hereinafter referred to as the “Union” or “Employees”, WITNESSETH:

## **ARTICLE 1 GENERAL**

### **1.1 Purpose of the Agreement**

It is the purpose of this Agreement to achieve better understanding between the Employer and the Employees; to provide for equitable adjustment of difference which arise; and to establish compatible employment relations.

### **1.2 Terms of the Agreement**

The terms of this Agreement shall become effective on July 1, 2018, unless otherwise noted, and shall continue in effect until June 30, 2020. Provided, however, this Agreement shall remain in force and effect until a new Agreement is entered into between the parties. This Agreement shall be binding on the successors of the parties hereto. Negotiations for a successive agreement shall begin January 1, 2020.

### **1.3 Recognition of Bargaining Agent**

Pursuant to 19 Del. Code Ann. § 1601 et seq., the Police Officers' and Firefighters' Employment Relations Act, the City recognizes and grants to City police officers ("police officers" is not intended to refer to cadets or part-time police officers employed less than 20 hours a week) within the bargaining unit designated by the Public Employment Relations Board ("employee"), and to enter into collective bargaining negotiations with the willingness to resolve disputes relating to terms and conditions of employment, and to reduce to writing any agreements reached through such negotiations.

**1.4 Maintenance of Standards**

The City agrees that, except to the extent the parties agree otherwise and reduce such agreement to writing, terms and conditions of employment relating to any mandatory subject of bargaining shall be maintained at the standards in effect at the time of signing this Agreement. Such terms and conditions of employment shall be improved to the extent specific provisions for improvement are set forth in this Agreement. This section is not intended to diminish the City's authority under Article 2, Management Rights.

**ARTICLE 2 MANAGEMENT RIGHTS**

**2.1 Management Rights**

The parties recognize that an area of responsibility must be reserved to the management of the City if it is to function effectively. It is agreed that the following responsibilities of management are specifically reserved to management and are not subject to collective bargaining, except where any of them concern wages, salaries, hours, vacations, sick leave, grievance procedures and other terms and conditions of employment specifically defined in this agreement.

The determination of the services and the standard of services to be rendered to the citizens of the City; the determination of the City's financial organization, policies and accounting procedures; the determination of the standards to be used in selection for employment; the sole right to hire; the determinations of the number of men or women to be employed or retained in employment; the necessity for overtime and the amount of overtime required; the maintenance of discipline; the determination of methods, means, and personnel by which the

City's operations are to be conducted; the determination of the content of job classifications; the fulfillment of all of its legal responsibilities; and all rights and responsibilities not specifically modified by this agreement. Provided, however, if the City changes eligibility requirements for an existing position within the Police Department, the City shall notify employees 6 months prior to implementing the change and existing employees seeking a promotion to such a position shall not be subject to the change during that 6 month period.

2.2 On June 26, 2018, the City established, and approved eligibility requirements for, the rank of Master Cpl. On June 26, 2018, the City approved changes in the eligibility requirements for the existing positions of Sgt. and Cpt., and changed the title of Cpt. to Deputy Chief. The requirement of notifying employees 6 months prior to implementing changes to the eligibility requirements for the existing positions of Sgt. and Cpt. (see Section 2.1) shall not apply to the changes approved on June 26, 2018.

2.3 In a bona fide emergency affecting the health or safety of the residents of the City (e.g. a natural disaster), the Mayor and Council take appropriate action, but only for the duration of such an emergency.

2.4 No provision of this Article is intended to affect an Employee's rights under the Law-Enforcement Officers' Bill of Rights except to the extent permitted in 11 Del. C. §9203.

### **ARTICLE 3 PROBATIONARY PERIOD**

3.1 Employees who are not Delaware certified on the date of hire, shall be subject to a probationary period of one (1) year from date of certification. Employees who are

Delaware certified on the date of hire shall be subject to a probationary period of six (6) months. For purposes of this Agreement, "certification" means the date of the letter of certification from the director of Police Training bestowing the power of arrest.

3.2 During the probationary period, an employee may be dismissed from service for performance reasons without a breach of this Agreement or constituting a grievance. Disciplinary cases shall be subject to the Police Officer's Bill of Rights.

#### **ARTICLE 4 DEDUCTION FROM SALARY**

##### **4.1 Union Security**

All employees have the right to join or refrain from joining the Union.

4.2 The City agrees to deduct dues or the service fee from the pay of employees who certify that they authorize such deduction by executing an authorization form. Such funds shall be sent to the designated financial officer of the Union not later than the 30th of each month. In the event the Union changes the amount of dues or service fees, it shall notify the City in writing at least 60 days prior to the effective date of the change.

##### **4.3 Fair Representation**

The Union agrees that it shall fully and fairly represent all members of the bargaining unit.

##### **4.4 Indemnification**

The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, and other forms of liability, including attorneys fees, arising out

of or by reason of any action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

## **ARTICLE 5 GRIEVANCE PROCEDURES**

### **5.1 Definitions**

5.1.1 Grievances are limited to matters involving interpretation and enforcement of this Agreement, but shall not include matters of discipline, which are handled according to the Law Enforcement officers Bill of Rights.

5.1.2 “Days” means calendar days.

### **5.2 Policy**

5.2.1 It shall be the responsibility of the City to establish and maintain a work climate within which an employee's grievance may be identified, presented, discussed and given fair, prompt consideration.

5.2.2 In presenting a grievance, an employee must be assured freedom from restraint, interference, coercion, discrimination and reprisal.

5.2.3 Employees have the right to representation of their own choosing and at their own expense at any level of review.

5.2.4 The aggrieved employee, a Union representative, and a reasonable number of witnesses shall be granted reasonable time during working hours to process grievances in accordance with this section without loss of pay or leave time.

5.2.5 The Union must receive notice of any grievance filed and have an opportunity to appear with the grievant at all steps of the grievance procedure.

5.3 **Procedure**

5.3.1 **Filing a Grievance**

In the event a problem cannot be settled informally through oral discussions with an employee's supervisor, a grievance may be filed if an employee feels he/she has been or will be adversely affected.

5.3.2 When an employee, or the Union acting on behalf of the employee(s), has a grievance, the following steps are to be taken. The number of days for each step should be considered the maximum number of working days unless otherwise provided and every effort should be made to expedite the process. Time limits at any step, however, may be extended by mutual consent. All documents used in this procedure must be dated and signed by the respondent and recipient. The procedure for the presentation, consideration and disposition of employee grievances is as follows:

**Step 1.** The employee, and/or a Union representative, shall present the grievance in writing to the Chief of Police within twenty (20) days of its occurrence or knowledge of the occurrence. The Chief, or the Chief's designee, shall report his decision in writing to the employee and the Union representative within ten (10) days of its presentation.

**Step 2.** If the decision of the Chief is not satisfactory to the employee, or the Chief of Police fails to answer the grievance within the prescribed time, an appeal must be presented in writing by the employee or the Union representative to the City Manager within ten (10) days after the employee received the Step 1 decision, or within 10 days after the response at Step 1 was due. The City

Manager, or the City Manager's designee, shall respond in writing to the employee and the Union, representative within ten (10) days after receipt of the appeal.

5.4 **Step 3.** If the decision of the City Manager is not satisfactory to the employee, or the City Manager fails to answer the grievance within the prescribed time, a final appeal of the decision may be made by the employee, or the Union, to the Mayor and Council within ten (10) days from the date of the City Manager's determination, or within ten (10) days after the response at Step 2 was due. The Mayor and Council shall be provided copies of the reasons for the grievance and the determination made by the Chief and City Manager if applicable. The hearing shall be open to all concerned parties and the employee may examine all evidence.

The Mayor and Council shall review the case, consult with whatever sources deemed appropriate and within thirty (30) calendar days issue a decision. Then the City Manager shall within three (3) calendar days transmit the decision to the Union with one copy sent to the employee by certified mail.

## **ARTICLE 6 HOURS OF DUTY - OVERTIME COMPENSATION**

### **6.1 Regular Work Period**

For employees working 12 hour shifts, the regular duty work period is 80 hours within a period of 14 consecutive days consisting of 2 consecutive calendar weeks. For employees working 8 hour shifts, the regular duty work period is 40 hours in a work week.

6.2 A “regular work day” for patrol officers shall consist of 12 consecutive hours. A regular work day for other employees shall consist of 8 consecutive hours.

### **6.3 Overtime**

Overtime shall be paid at the rate of time and one-half the employee's regular base rate of pay for all duty hours performed in excess of eighty (80) hours in a work period for employees working 12 hour shifts, and for all duty hours performed in excess of 40 hours in a work week for employees working 8 hour shifts.

### **6.4 Part-Time Employees**

6.4.1 The City shall have the right to hire part-time police officers. Part-time officers shall work no more than 20 hours a week, shall receive no benefits and accrue no pension, and shall be paid at the starting salary for patrolman.

6.4.2 Part-time officers shall be certified as police officers by the Delaware Council on Police Training.

6.4.3 Employees shall have the right of first refusal for any work offered to part-time police officers.

6.4.4 The City shall not use part-time police officers to displace or replace employees. Rather, part-time police officers shall be used to supplement police services in

emergency situations. "Emergency situations" includes situations where no employee exercises the right of first refusal for work offered to part-time police officers.

**6.5 New Employees**

6.5.1. A new employee shall be placed no higher than the patrolman rank on the salary schedule.

6.5.2. A new employee shall be paid at least the minimum rate of pay for the employee's position. A new employee may be placed at a higher step on the patrolman salary schedule.

**6.6 Court Time**

6.6.1 If an employee is required to appear in Court on off duty hours in connection with the performance of the employee's duty, such employee shall be paid at time and one-half for all Court time, with a minimum pay of 2 hours.

6.6.2 If an employee is placed on call for Court, and reports that fact to the Police Department, such employee shall be paid at the employee's regular hourly rate of pay for the initial on-call for a minimum of 2 hours. Then any extended hours by the Court will be paid at the regular rate of pay for the duration of the recorded time. In no event will hours be paid for gaps between the minimum standby and extended standby hours. Should on-call extend beyond the minimum, those hours will be paid at the regular rate of pay. In no event shall an employee receive overtime pay for on-call hours.

Examples: 9:00-11:00 on call period; extension occurs at 10:00 and ends at 12:00 – total hours of pay =3

9:00 – 11:00 on call period; extension occurs at 1:00 and ends at 2:30 – total hours of pay = 3.5

**6.7 On-Call Pay**

If the Chief places an employee on-call for at least an entire week, such an employee shall receive 12 hour's pay at the employee's regular base rate of pay for each week the employee is on-call. If the Chief places an employee on-call for a period of less than an entire week, such an employee shall be paid at the employee's regular base rate of pay for such on-call time. If an employee is called in to work beyond the employee's scheduled work hours, the employee shall be paid in accordance with Article 6.8.

**6.8 Call-Out Pay**

If an employee is called in to work beyond the employee's scheduled work hours, such an employee shall be paid at the rate of time and one-half the employee's regular base rate of pay for 2 hours, or for the call-out time actually worked, whichever is greater.

**6.9 Working In A Higher Pay Grade**

An employee who, with the approval of the Chief, works for at least 20 consecutive work days in a higher pay grade (for example a corporal working as a sergeant) shall, for the duration of such a temporary assignment, be paid at the rate of pay for the higher pay grade.

6.10 **No Pyramiding of Premium Pay**

Overtime or premium pay shall not be pyramided, compounded or paid twice for the same time worked.

6.11 **Station Meetings**

As part of their professional obligation, employees may be required to attend four station meetings each year, and shall be compensated for one hour for each such meeting. If an employee elects to remain at such a meeting for a period longer than one hour, the employee will not be compensated for such additional time.

6.12 **Special Duty Assignments**

The Union shall establish the hourly rates charged to the vendor for special duty assignments, and shall administer the allocation of such assignments among employees. The City reserves the right to charge the vendor for the use of a vehicle in the performance of special duty assignments. Upon completion of the special duty assignment, the employee performing the assignment shall submit a time sheet to the City, the City pays the employee for the time worked at the rate established by the Union, less the following deductions from the amount collected for the performance of special duty assignments:

- Administrative Fee of 3%
- Federal & State Income Taxes
- Employee's Portion of Social Security Taxes
- Employee's Portion of Medicare Taxes
- Worker's Compensation Insurance

**ARTICLE 7 PAID HOLIDAYS**

7.1 The following days are holidays with pay:

- Birthday
- New Year's Day

Good Friday  
Memorial Day  
Independence Day  
Labor Day  
2 Days for Thanksgiving  
2 Days for Christmas

To the extent the State observes such holidays, the City will schedule the holidays on the same day the holidays are observed by the State.

**7.2 Birthday Holiday**

Each calendar year an employee is entitled to 8 hours off for the employee's birthday. The employee is not required to take these hours on the date of the employee's birthday.

**7.3 Weekend Holidays**

For day workers, when a holiday falls on a Saturday, the preceding business day shall be considered the holiday; and whenever the holiday falls on Sunday, the following business day shall be considered the holiday, except for employees whose work cycle required them to work Saturday or Sunday. All employees other than day workers shall receive holiday pay for the day of the holiday irrespective of whether the holiday falls on a Saturday or Sunday. "Day workers" refers to employees who consistently work during normal business hours.

**7.4 Holiday Pay**

Holiday pay shall be eight hours of the employee's base rate of pay.

**7.5 Holiday Premium Pay**

If an employee is required to work on a paid holiday, the employee shall, in addition to holiday pay, receive, one and one-half the employee's regular rate of

pay for such hours worked (i.e. a total of two and one-half times the employee's regular rate of pay for such hours worked).

**7.6 Limitation On Right To Receive Holiday Pay**

In order to receive holiday pay, the employee must have worked the last scheduled work day prior to and the next scheduled workday following the holiday if work is available. Holiday pay will be provided if any such absence is due to an approved leave granted by the City.

**7.7 Failure to Report If Assigned To Work On Holiday**

An employee who is assigned to work on a holiday and fails to report and perform such work for any reason other than a reason covered by an approved leave, shall not receive pay for the holiday.

**ARTICLE 8 VACATIONS**

**8.1 Eligibility For Vacation**

All employees who have completed the required service shall be entitled to vacation with pay.

8.1.1 Employees hired prior to July 1 in a calendar year will, following 6 months of employment, be eligible for 40 hours of vacation before December 31 in the calendar year in which such an employee is hired. Such employees may carry over the 40 hours vacation into the next calendar year. Employees hired after July 1 in a calendar year will not be eligible for any vacation until the next calendar year, and until after 6 months of employment.

8.1.2 On January 1 each calendar year employees receive their vacation allowance. Should an anniversary year occur within the calendar year resulting in additional

vacation hours, such vacation hours will be credited to the employee effective on January 1.

**8.2 Scheduling**

Vacations must be taken in the year they are earned. Vacation which is not taken in the years earned will be lost unless accumulation is permitted by Sections 8.1.1, 8.4 or the City Manager permits vacation hours to be carried over.

**8.3 Length of Vacation**

An employee's anniversary date is the date used to determine years of service for vacation period changes. Vacations are earned annually as of January 1, including the first, fifth, tenth, and fifteenth year. These specified years of service are when an employee becomes eligible for vacation or additional hours of vacation.

<b>YEARS OF SERVICE</b>	<b>VACATION PERIOD</b>
Less than 5	80 hours
5 but less than 10	120 hours
10 but less than 15	160 hours
15 or more	200 hours

**8.4 Accumulation (carry over) of Vacation Time**

Employees not able to use all of their vacation days in the year earned/accrued, he/she may carry over unused hours into the subsequent year according to the table below.

<b>YEARS OF SERVICE</b>	<b>MAXIMUM HOURS ACCUMULATED</b>
5 but less than 10	40 hours
10 but less than 20	80 hours
20 but less than 25	120 hours
25 but less than 30	160 hours
30 or more	200 hours

**8.5 Vacation Pay and Illness During Vacation**

The pay for vacation shall be at the employee's current rate. Vacation pay may be drawn in advance by notifying the Chief one pay period before actual leave, and submitting regular payroll forms. Employees must immediately notify the Chief, or in his absence the City Manager, of any injuries or illness suffered during vacation. Once a vacation period of 40 hours has started it will be considered vacation, but the following 40 hour vacation period may be rescheduled. Under rescheduling, the employee must follow medical leave guidelines.

**8.6 Vacation Schedules**

The Chief shall schedule vacation leave with regard to the operating requirements of the department, seniority of employees, and the requests of employees insofar as the latter is possible. The scheduling of vacation periods is always subject to change at the discretion of the Chief in order to provide essential services.

**8.7 Termination and Vacation Pay**

Unused earned vacation time at the termination of employment will be paid for at the employee's most recent hourly rate.

**8.8 Vacation Leave Records**

Individual records of vacation leave credit and use shall be maintained by the City.

**ARTICLE 9 MEDICAL LEAVE**

**9.1 Eligibility**

Full time employees shall be eligible for sick leave. The City reserves the right to review annual sick leave records. Employees exceeding the overall employment

average for lost time related to sick leave may be interviewed in cases where there is a questionable pattern of absences.

**9.2 Verification of Illness**

If an employee is absent 3 consecutive days, and/or is absent three times in a calendar year (whether or not such absences are consecutive), such an employee must provide verification of illness from the employee's physician.

**9.3 Medical Leave**

An employee shall receive regular base wages for a period not to exceed an aggregate of 10 weeks during a calendar year. If an employee uses 10 weeks of medical leave during a calendar year, such an employee is entitled to 2/3 of regular base pay for a maximum of 16 additional weeks of medical leave.

**9.4 Workers' Compensation Claim**

If an employee suffers a work related injury and is receiving workers' compensation, during the first ten weeks, the City will pay an amount equal to the difference between workers' compensation benefits and full salary. If such an employee is absent beyond the first ten weeks, the City will not provide medical leave payment if the employee is receiving compensation.

**9.5 Light Duty**

Light-duty service is available to all employees, regardless of normal job assignment, who receive a physician release for light-duty service. Such an employee should be able to work a minimum of 1/2 of the normal daily scheduled work hours for a maximum of 8 weeks. Light-duty hours are included in the calculation of the employee's use of the employee's short term or long term

medical leave. Such an employee may return to full time employment performing the employee's regular assigned tasks when the employee provides certification from the employee's physician stating the employee may perform the employee's regular assigned tasks.

**9.6 Return to Work**

An employee who exhausts short term and long term medical leave must return to full time employment for one year of uninterrupted service, excluding vacation and holidays, to be eligible for renewed short term and long term medical leave.

**ARTICLE 10 FAMILY MEDICAL LEAVE**

The City shall provide unpaid leave pursuant to the provisions of the Family Medical Leave Act ("FMLA"), including all applicable FMLA regulations. In calculating the entitlement to FMLA leave (12 weeks during a 12 month period), the 12 month period is a rolling 12 month period measured backward from the date leave is used by an employee.

**ARTICLE 11 SPECIAL LEAVES**

The following special leaves shall be considered by the City Manager:

**11.1 Military Leave And Guard Leave**

The City will provide unpaid military leave as necessary in compliance with all applicable state and federal laws and regulations, including the Uniformed Services Employment and Reemployment Act of 1994, as well as applicable state law which protects job rights and benefits for veterans and members of the reserves.

11.2 **Maternity/Paternity Leave**

Employment policies or practices involving the commencement and duration of leave, the availability of extensions, the accrual of benefits and payment apply to a disability due to pregnancy, childbirth or related medical conditions in the same manner such policies and practices apply to other disabilities. The FMLA policy shall also apply to the extent there is a serious health condition due to pregnancy, childbirth, or related medical conditions. In addition, the FMLA policy applies to leave to care for a newborn child, and placement with the employee of a son or daughter for adoption or foster care.

11.3 **Bereavement Leave - Payment For Absence Due To Death-In-Family**

11.3.1 An employee who is excused from work because of death in his immediate family shall be paid his regular rate of pay for his scheduled working hours excused for up to 24 hours starting on the day of death and ending on the day after the funeral. The day of death begins upon the death of the family member and the first day is counted if an employee has not reported for his scheduled working hours. Should the death occur while an employee is working, then the next calendar day is the first day. The pay rate is based on regular hourly base pay with no overtime permitted.

11.3.2 A member of the employee's immediate family shall be limited for the above purpose to parents (father or mother, step-parents, or foster parents), husband or wife, brother or sister (half-brother or half-sister), son or daughter (step-son, step-daughter or legally adopted children), mother-in-law, father-in-law, grandparent or grandchild.

11.3.3 An employee who is excused from work to attend the funeral of his son-in-law, daughter-in-law, brother-in-law or sister-in-law shall be paid his regular rate of pay for his scheduled working hours, on the day of the funeral. Brother-in-law and sister-in-law are defined as the spouse of the employee's brother or sister and the brother or sister of the employee's spouse.

11.3.4 Other relatives living regularly in the home of an employee as an established member of his household and whose principal support is received from the employee may also be considered on an individual basis after notifying the employee's supervisor and discussing the case with the Chief.

11.3.5 Payment for absences due to death-in-family will not be made in addition to sick leave payments or holidays which may occur simultaneously.

#### 11.4 **Administrative Training Leave**

Employees may be granted administrative leave of absence with pay to attend job related training courses, sessions, conferences, or seminars. Requests for leave must be submitted through the Chief to the City Manager for approval. If such a leave is approved, the employee will be informed as to whether the City will reimburse the employee for reasonable traveling expenses. An employee seeking reimbursement for such expenses must submit expense forms and receipts to the City Manager.

#### 11.5 **Personal Leave of Absence**

The City Manager may authorize an employee to be absent without pay for personal reasons for a period not to exceed 1 year. An employee seeking such a

leave shall submit a request through the Chief to the City Manager, who may grant such leave subject to the approval of Mayor and Council.

**11.6 Jury Duty**

Employees called for jury duty will be given leave of absence with pay for the duration of their service on the jury.

**11.7 FOP Leave**

Upon reasonable notice, one employee shall be given one day off per year, with pay and without loss of benefits or seniority, to attend policy conventions and seminars.

**ARTICLE 12 DRUG TESTING**

**12.1 Random Testing**

In addition to drug testing of employees due to incident or due to reasonable suspicion, the parties recognize that the City may engage in random drug and alcohol testing of employees. Employees shall be selected by an objective, random method.

**12.2 Testing Procedure**

The City may use Intoxilyzer tests for alcohol testing administered by persons with the rank of Corporal or above. In conducting the testing authorized by this Article (other than by use of an Intoxilyzer, with respect to which only Article 12.2.7 shall apply) the City shall:

- 12.2.1 Use only a clinical laboratory or hospital facility appropriately licensed and accredited by the National Institute of Drug Abuse (“NIDA”).

- 12.2.2 Use tamper proof containers, have a chain-of-custody procedure involving persons with the rank of Corporal or above, maintain confidentially and preserve specimens for a minimum of twelve (12) months.
- 12.2.3 Collect a sufficient sample of the bodily fluid or material from an employee to allow for initial screening and confirmatory test, and a sufficient amount to be set aside and reserved for subsequent testing, if any, requested by the employee.
- 12.2.4 Collect samples in such a manner as to ensure a high degree of security for the sample and freedom from adulteration.
- 12.2.5 Confirm any sample that tests positive in the initial screening by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method providing quantitative data about the detected drug or drug metabolites.
- 12.2.6 Require that, with regard to alcohol testing, there is a positive alcohol test result if the test result shows an alcohol concentration of .05 or more based upon the grams of alcohol per 100 milliliters of blood.
- 12.2.7 Promptly, upon request, provide each employee tested with a copy of all information and reports received by the City in connection with the testing.
- 12.2.8 Ensure that no employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during the pending of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.

12.2.9 Require that the testing laboratory inform the City that a blood or urine sample is positive only if both the initial and confirmatory test are positive for alcohol or a particular drug. In the event the City obtains information concerning testing or results thereof inconsistent with the provisions of this Article, then such information shall be removed from the employee's personnel file and may not be used by the City for any reason which could adversely affect an employee's employment.

12.3 **Prohibited Levels**

A positive test result of any detectable amount of a controlled substance is a prohibited level. A positive test result means a finding of the presence of drugs or their metabolite in the sample tested at or above those levels established by the Department of Health and Human Services (“DHHS”) at the time the test is made. The following chart of maximum drug levels is included for illustrative purposes only. It is understood that changes in technology and/or the need to detect the presence of other types of drugs may at times necessitate the adoption of new or changed prohibited levels. If there is any difference between the prohibited drug levels set forth here and those standards established by the DHHS, the existing DHHS standards shall prevail for all drug levels except alcohol. With respect to alcohol, see Article 12.2.6.

	<b>Initial Test Levels</b>	<b>Confirmatory Test Levels</b>
ALCOHOL	.05% Blood Alcohol content	.05% Blood Alcohol content
MARIJUANA METABOLITES	100 ng/ml	15 ng/ml
COCAINE	300 ng/ml	150 ng/ml

METABOLITES

OPIATE METABOLITES

Morphine 300ng/ml  
Codeine 300 ng/ml

PHENCYCLIDINE 25 ng/ml 25 ng/ml

AMPHETAMINES 1,000 ng/ml  
Amphetamine 500 ng/ml  
Methamphetamine 500 ng/ml

**ARTICLE 13 POLITICAL CONSIDERATION**

**13.1 Political Interference Barred**

Employees of the City shall be selected without regard to political consideration.

**13.2 Political Activity Prohibited**

Employees shall not engage in partisan political activities during their working hours.

**ARTICLE 14 BENEFITS**

**14.1 Eligible Employees**

The City will provide health, vision care, dental care, and life insurance to all regular full-time employees.

**14.2 Health Insurance**

The City shall maintain the medical and prescription drug plan presently provided by the City as described in the plan document and summary plan description with an effective date of 6/1/2003 and restated date of 1/1/2012 entitled "Health Care Plan of the City of Seaford", plan #501.

14.3 **Change In Providers**

The City reserves the right to change insurance carriers so long as the coverage provided to employees is substantially the same.

14.4 **Benefits Committee**

The City Manager shall appoint a Benefits Committee which will include the Chair of the Union Bargaining Committee, or designee. The Benefits Committee shall explore the possibility of changes in health insurance coverage. One purpose of this review process is to foster competition among prospective vendors. The Benefits Committee shall make its recommendation to the Mayor and Council. The Mayor and Council may implement the recommendation. In order for such a recommendation to be implemented, the recommendation must satisfy the following criteria: The coverage provided to employees shall substantially remain the same and the cost to the employee shall remain the same, except to the extent change in coverage and/or cost allocation is necessary in order to offset dramatic increases in the cost of coverage (i.e. in excess of 5% from one year to the next), or a majority of employees vote to approve any change.

14.5 **The Preventive Health Plan**

The City shall have no obligation to continue the Preventive Health Plan beyond the expiration date of this Agreement if the Plan is eliminated for other City employees.

14.6 **Life Insurance, Accident, Death And Dismemberment**

The City shall provide all full-time employees with the basic term life, accident, death and dismemberment insurance described in the City's Summary Plan

Description. The amount of the basic death benefit is in an amount equal to two (2) times an employee's annual, base salary up to a maximum of \$200,000. A private carrier is engaged to provide such coverage. Each employee is to receive a booklet regarding such coverage. All inquiries should be directed to the Director of Human Resources.

14.7 **Liability Insurance**

The City will continue to maintain, at current levels of coverage, professional liability insurance coverage for all employees.

14.8 **Blood Bank**

The City shall make available to each employee the option of joining, at the employee's expense, the Blood Bank of Delaware Group Plan.

14.9 **Credit Union**

The City shall make available to employees the option of becoming a member of the Del One Federal Credit Union.

14.10 **Workers Compensation**

The City shall provide workers' compensation as required by law. All injuries must be reported immediately to the Chief, or in the Chiefs absence to your supervisor. All reports must be promptly filed to validate claims.

14.11 **Unemployment Compensation Insurance**

All employees shall be covered by the State of Delaware Unemployment Insurance Act.

14.12 **Educational Assistance**

14.12.1 **Eligibility**

All members of the bargaining unit are eligible to participate in this program. The program is not intended to: a) subsidize programs sponsored by the City but funded by a third party; b) apply to conferences or other job related training scheduled by the Department.

14.12.2 **Procedure**

- a. Employees must submit requests for job related educational assistance prior to the start of the course(s). The request shall be forwarded to the Chief for consideration. The employee will be notified within 10 days, whether the request is approved.
- b. An employee receiving educational assistance from the City will be required to sign a training agreement requiring the pro rata reimbursement of assistance received if the employee voluntarily leaves City employment, or is terminated for cause, within one year of completion of the course(s).
- c. An employee approved for educational assistance is eligible for reimbursement for tuition, registration fees, and books.
- d. Upon satisfactory completion of course(s), a copy of the employee's final grade(s), together with a copy of the fees paid shall be submitted to City. The City will reimburse the employee within 10 work days.

14.13 **Pension**

Effective July 1, 2008, both of the City's Police Pension Plans will be closed, and employees will be placed in the Delaware County and Municipal Police/Firefighters Pension Plan. The City will buy-in up to 25 years of service. Each employee will thereafter contribute the percentage of pay mandated by the State, and the City will make the contribution required by the State.

14.14 **Mandatory Retirement**

Effective upon the expiration of this Agreement, and thereafter, employees shall be required to retire after attaining age 62. Retirement shall occur no later than 60 days following the 62<sup>nd</sup> birthday of an employee.

14.15 **Clothing Allowance**

Detectives shall receive an annual clothing allowance of \$500. Employees seeking reimbursement for such expenses must provide the City clothing receipts. An employee assigned as detective for more than 30 consecutive days shall receive an amount equal to 1/12 of the allowance per each month of service as a detective.

14.16 **Uniforms And Equipment**

The City shall continue to furnish and maintain (including tailoring, dry cleaning, and laundering) uniforms and equipment. The cost of maintaining and furnishing uniforms and equipment shall be approved by the Chief and paid by the City. The City agrees to provide shoes to replace worn or damaged shoes.

14.17 **Bulletin Board**

The City shall provide the Union a bulletin board located in the Department. Such bulletin board shall be for the exclusive use of the Union, and its use shall be limited to Union business, and other notices which are not demeaning to the City, its employees, or elected officials.

14.18 **Incorporating More Liberal Benefits**

If, during the term of this Agreement, the City provides a police officer (i.e. any sworn officer employed by the City) a fringe benefit (i.e. the fringe benefits listed in Articles 7, 8 and 14) which is more liberal than the City is required to provide pursuant to this Article, all police officers shall receive the more liberal fringe benefit.

**ARTICLE 15 PHYSICAL FITNESS**

15.1 The parties recognize the necessity for all employees to be physically fit. In an effort to insure such fitness is achieved, the City and the Union agree on the comprehensive medical and physical fitness program attached to this Agreement as Appendix A.

15.2 New hires shall take and pass the Physical Fitness Test and Body Fat Percentage Test (“the Test”) prior to graduation from the police academy, and thereafter on an annual basis.

15.3 Employees shall take the Test on an annual basis.

15.4 Each employee who was in the bargaining unit as of July 1, 2008 shall take the Test on an annual basis for 2 years. During this two year period, if such an employee fails the Test, the employee is not required to retest and there shall be

no suspension without pay. If such an employee passes the Test during this two year period, the employee shall not be eligible for an incentive payment. Beginning with the third annual administration of the Test, such employees shall be subject to all of the provisions of Appendix A.

#### **ARTICLE 16 MAINTENANCE OF STANDARDS**

The City agrees that, except to the extent the parties agree otherwise and reduce such agreement to writing, terms and conditions of employment relating to any mandatory subject of bargaining shall be maintained at the standards in effect at the time of signing this Agreement. Such terms and conditions of employment shall be improved to the extent specific provisions for improvement are set forth in this Agreement. This Section is not intended to diminish the City's authority under Article 2, Management Rights.

#### **ARTICLE 17 RE-EMPLOYMENT**

- 17.1 Applicants who were previously employed by the City will be evaluated based on qualifications, experience and ability for the vacancy. The City may place such an applicant in a step and/or grade above entry level.
- 17.2 An applicant re-employed will, following one year of satisfactory, uninterrupted service, receive credit for total years of City employment for purposes of determining seniority, vacation entitlement and pension benefits.

#### **ARTICLE 18 SALARY**

- 18.1 The salary schedules for 7/1/18 - 6/30/19 and 7/1/19 - 6/30/20 are attached. The salary increase for 7/1/18 – 6/30/19 shall be retroactive to 7/1/18 on base pay and regular overtime.

18.2 Subject to the limitation imposed by the maximum number of steps provided on the salary schedule (i.e. 40 steps), employees shall be advanced as follows on the salary schedule:

<u>Evaluation</u>	<u>Number of Steps</u>
Outstanding	2
Satisfactory	1
Unsatisfactory	0

18.3 The rank of Senior Corporal (“Sr. Cpl.”) shall be created effective July 1, 2015. These positions shall be filled through the promotional testing process set forth in the General Orders.

18.4 The work period shall be from Monday to Sunday.

18.5 The work period for patrol officers, including those assigned to temporary duty, shall be 80 hours in a two week period, and the pay period shall be every two weeks. The work period for non-patrol officers shall be 40 hours in a week and the pay period shall be weekly.

18.6 Employees are paid on Thursday following the last day of the work period. If a regular pay day falls on a holiday, employees are paid on the last scheduled working day prior to the holiday.

The parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

FOR THE CITY OF SEAFORD:

FOR THE SEAFORD FRATERNAL ORDER OF  
POLICE:

\_\_\_\_\_  
Mayor David Genshaw

\_\_\_\_\_  
Charles D. Anderson

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

op # 1  
12/11/18

**ORDINANCE #2018-05**

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.

11/27/2018	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)

OB# 2  
12/11/18

**ORDINANCE #2018-06**

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.

11/27/2018	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)	