

REVISED 10/15/19

**AGENDA**  
**REGULAR MEETING OF THE MAYOR AND COUNCIL**  
**October 22, 2019**  
**CITY HALL**  
**414 High Street**

- 7:00 P.M.** – Mayor David Genshaw calls the Regular Meeting to order.
- Invocation
  - Pledge of Allegiance to the Flag of the United States of America.
  - Changes to agenda for this meeting.
  - Approval of minutes of the regular meeting on October 8, 2019.

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

Members of the Parks & Recreation Department will be presenting a check to the Allen Cancer Care Center from the sale of pink wooden ribbons.

**CORRESPONDENCE:**

- 1.

**NEW BUSINESS:**

1. Present for approval a request from Mr. Clay Sneed with Top Shelf Entertainment, LLC, to assist with resources and support to film a made for television series at Seaford locations.
2. Present for approval a proposed lease agreement for the building located at 400 High Street, with the firm of George, Miles & Buhr LLC, for an initial term of three years with an option to renew for an additional two one-year terms.
3. Bids – Electric Department pickup truck.
4. Present for review a recommendation from the 911 Services Evaluation Committee.

**OLD BUSINESS:**

1. Present for a second reading; proposed changes to Chapter 4 of the Municipal Code related to “Buildings”.
2. Present for a second reading; proposed changes to Chapter 9 of the Municipal Code related to “Plumbing”.

**AGENDA**

**REGULAR MEETING OF THE MAYOR AND COUNCIL**

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3. Present for approval a proposal to transition E-911 services and police dispatch functions to Sussex County and the State police and/or implement a "Call Center" at the Seaford PD.

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

1. Chamber Leadership Recognition Dinner and Auction, October 24, 2019 starting at 5:00 p.m. at SVFD Banquet Hall
2. Today & Tomorrow Conference, October 30, 2019 starting 8:00 a.m. at Delaware Tech - Owens Campus
3. Downtown Seaford Association Halloween Parade, October 30, 2019; line-up starts at 6:00 p.m. at Cedar & High Street, step off is at 7:00 p.m. In the event of rain, parade is cancelled and costume contest is a SVFD at 7:00 p.m.
4. Trick-or-treating, October 31, 2019 from 6:00 p.m. until 8:00 p.m. for children under 12 years old
5. SCAT Meeting, November 6, 2019 starting at 6:00 p.m. at Bridgeville Fire Hall.
6. Trisha Newcomer, Director of Economic Development and Community Relations will be acting City Manager from October 27 - November 3, 2019.

**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 - Councilman Matt MacCoy
5. Electric - Councilman William Mulvaney

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

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

Date Posted: 10/15/19

Posted by: TNT



# THE SANTANA PROJECT

A Film Series By: Top Shelf Entertainment, LLC.

NB#1  
10-22-19

**September 23, 2019**

Dear Mayor Genshaw:

It was a pleasure sitting with you a few weeks ago and sharing my upcoming film series. Thank you for the invitation and opportunity to present my film project at your next meeting.

In giving you a brief synopsis of the project, I would like to also share the feel and overall goal of the project. This production is a series about Family, Bond, Power, Faith, Business and Strength. The film centers around a powerful family named the Santanas. Although this family's power comes from the wrong resources, each member of the family plays a key part in manifesting the inevitable elements of Family, Bond, Power, Faith, Business and Strength.

Over the first season, the family will experience many obstacles and distractions (some good and some bad) which ultimately changes the family's vision and future. From police and gang contact to detailed divine intervention, this family will experience it all while the viewer enjoys each story line play out from every family member. Our Stories within the story concept provides depth and engages the viewer to not watch on the surface but to become emotionally connected to the film.

**The film will be made for TV.** We maintain heavy considerations for the community, cast and potential investors for how we go about displaying and telling the story. As of now, no one has been promised any compensation for the film. With that said, this project is really coming together by everyone in the community's passion and willingness to see a local project flourish with the potential to become something much bigger. Our overall goal is for the pilot series to attract networks and/or streaming companies that will give us a larger platform to showcase our series. In this, we will shoot the first three episodes to present to potential investors and film festivals. All credits and appreciations will be recognized.



**Why Seaford?** This is a place that puts me in the mind for the exact speed of the film. We want the city to not be in a high traffic area, but also allow the feel to be that of an established one. Seaford possesses beautiful downtown, river, movie ready streets and perfect historical buildings that I have desired to shoot in over the past two years of creating this series.

**How can you help us?** As you might imagine, the city's blessing, resources and support become vital for any major production to become a success. With organized communication and scheduling, your approval of city buildings, offices, outside locations, and other resources will be more than appreciated. Our cast and crew will respect the property and access to the fullest. You will always be updated via report of our progress and plans.

**What to expect at the meeting?** We will be prepare a presentation to showcase and/or discuss:

1. What the series will be about.
2. The timeline and goals of the project.
3. The requested resources.
4. Q & A regarding all aspects of the film series.
5. Proposed scheduling.
6. Wish list of Sites and Resources.

In closing, your willingness to sit with me a few weeks ago with the openness to consider a home for our film means so much to our cast & crew. I look forward to meeting your city executives and making an impression!

Best Regards



NB# 2  
10-22-19  
"CLEAN Copy"

**LEASE AGREEMENT**

THIS LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Seaford (Landlord) and George, Miles & Buhr, LLC (Tenant).

**WITNESSETH:**

**1 PREMISES AND TITLE**

1.1 That for and in consideration of the payment of the rental and performance covenants and agreements hereinafter set forth, Landlord leases to Tenant, and Tenant accepts from Landlord, that certain real property described as follows:

1.2 The former City of Seaford Municipal building located at 400 High Street, Seaford, Sussex County, Delaware containing approximately 3,216 square feet of improved floor area and 960 square feet of unimproved floor area upstairs. The lease includes the parking spaces on the east side and rear of the building during normal working hours (8:00 a.m. – 5:00 p.m.). Upstairs space to be upgraded by Landlord within FY2020 to provide functioning HVAC and bathroom in addition to new lighting, ceilings, carpet and painted walls.

Landlord warrants that it has title to the Leased Premises and that it has the right to lease the same for the term of this Lease. Landlord covenants that Tenant upon the payment of the rent herein stipulated and the performance of all the covenants and agreements thereunder, shall have the peaceful and quiet possession, use and enjoyment of the Leased Premises, without hindrance on the part of the Landlord or any party claiming by, through or under it, for the term of this Lease and Landlord further warrants that it shall defend Tenant in such peaceful and quiet use, and enjoyment and possession of the Leased Premises against any such claim.

**2 TERM**

2.1 The initial term of this Lease shall be for a period of three years ("Initial Term") commencing on April 1, 2020. Tenant shall have, and is hereby granted, two (2) consecutive options to renew at terms provided by this agreement. Notice of intent to elect either option shall be given by the Tenant to the Landlord not less than 90 days prior to the expiration of this lease or any renewal thereof.

**3 RENTAL**

3.1 Tenant covenants and agrees to pay Landlord for the use of the Leased Premises during the Term an annual rental of Thirty-Two-Thousand Dollars (\$43,980) which annual rental shall be paid in equal monthly installments of \$3,665.00 which shall be payable in advance on the first day of each calendar month with the first month's installment due to prior to the start of the least term.

Rent for each subsequent year, paid in equal monthly installments is set forth below:

4/1/21 – 3/31/22                      \$ 44,880

4/1/22 – 3/31/23                      \$ 45,780

3.2 A security deposit of one month's rent was deposited by the Tenant under the prior lease and will be retained by the Landlord to defray the cost of repair to the premises in excess of normal wear and tear, said deposits to be returned to the Tenant at the end of the lease or any renewal thereof if no such costs are incurred.

Landlord does hereby grant to Tenant the right, at its option, to extend this Lease for two one-year periods as set forth below:

First Option year 4/1/23 – 3-31-24                      \$ 46,680

Second Option year 4/1/24 – 3/31/25                      \$ 47,640

3.3 A late charge equal to 5% of the rent due will be charged for rental payments paid after the 5<sup>th</sup> of the month.

#### **4 PURCHASE OPTION**

4.1 At the inception of this lease, the Landlord hereby grants the Tenant or its assigns a first right of refusal to purchase the real estate which is the subject of this lease at any time during the life of this lease and any extension thereof, after Landlord gives the Tenant notice and Tenant has sixty (60) days to exercise their intent to purchase. In the event of a purchase by George, Miles & Buhr, LLC, the City of Seaford will grant a permanent waiver of all minimum parking requirements relevant to the property.

## **5 USE OF LEASED PREMISES**

- 5.1 The Leased Premises shall be used and occupied by Tenant for the purposes of general office space and for other functions as are incidental to such office use.
- 5.2 Landlord shall provide lighting for the parking area.
- 5.3 Tenant shall observe and comply with all orders or directives of the appropriate authorities pertaining to the manner in which Tenant uses the Leased Premises.
- 5.4 Landlord warrants that there is no restriction, conditions, or covenants in the chain of title to the Leased Premises, nor is there any zoning ordinances or other municipal or governmental statute, action, law or regulation, impending, limiting or prohibiting the use of the Leased Premises by Tenant for the purposes described in Paragraph 5.1.
- 5.5 Landlord and Tenant agree that the premises will be used for professional office space and will allow no activities in the building that would normally be thought of as “retail uses”.
- 5.6 The unit entrance, windows, etc., will be kept in such a manner as to reflect the professional office decorum as determined by Landlord. Trucks, vans and other similar service vehicles are to be parked to the rear of the building or in any other area designed by the Landlord. The purpose of this paragraph is to ensure the maintenance of a professional office facility of the highest caliber.

## **6 TAXES AND ASSESSMENTS**

- 6.1 Landlord shall promptly pay all taxes, assessments, duties, impositions, burdens and tax/assessment charges whatsoever, levied, assessed, charged or imposed by the appropriate authorities upon the Leased Premises.

## **7 UTILITIES AND SNOW REMOVAL**

- 7.1 Landlord shall, at its expense, furnish and make available to the Leased Premises water and sewer hookup services and all necessary utility services and to provide equipment for heat, air conditioning and electric services, for both the first and second floors. Any additional capacity for heat, air conditioning, electric, water and sewer over and above the normal services available in the premises on the date of commencement of lease shall be provided by Tenant who shall bear the full responsibility for payment for said services and additional equipment.

- 7.2 Tenant shall pay all charges for electricity used by it on the premises during the term of this lease and all extensions thereof. Landlord shall supply and pay for natural gas.
- 7.3 Tenant shall pay for the installation and utilization of its telephone service and computer wiring if such wiring is desired.
- 7.4 Landlord shall be responsible for the removal of snow for the Leased Premises and Landlord agrees to pay the customary fee for this service.
- 7.5 Landlord shall be responsible for maintenance of the lawn, shrubs, flower boxes, trees, etc. and shall pay for same.
- 7.6 Tenant shall be responsible for their trash service.

**8 SIGNS**

- 8.1 Tenant shall provide identifying signage on the High Street façade of the unit that will be tasteful, similar to the other units and in accord with the decorum of the professional office project. Any changes in the signage after the initial installation is also the responsibility of Tenant.

**9 TRADE FIXTURES, MACHINERY AND EQUIPMENT**

- 9.1 Landlord agrees that all trade fixtures, machinery, equipment, furniture or other personal property of whatever kind and nature be kept or installed on the Leased Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Leased Premises and may be removed by Tenant at any time and from time to time during the term of this Lease. And Tenant shall return the leased premises to it original condition following any removal of items installed and removed by Tenant.

**10 ALTERATIONS, REPLACEMENTS AND IMPROVEMENTS**

- 10.1 Tenant may make any alterations, additions, or improvements to the Leased Premises reasonably necessary to facilitate the operation of its business as described in Paragraph 5.1 with the prior written consent of Landlord, which consent shall not be unreasonably withheld.
- 10.2 Any such alterations, additions, or improvements, unless expressly agreed otherwise, may be removed by Tenant at any time, provided that Tenant shall repair any damage to the Leased Premises caused by such removal.

**11 REPAIR AND MAINTENANCE**

- 11.1 Landlord shall have all mechanical equipment and systems in good order, condition and repair to the satisfaction of Tenant prior to the commencement date of this Lease.
- 11.2 Landlord shall, at its expense, maintain the Leased Premises in good order, repair and condition and will make all necessary repairs and replacements, without limitations, to the structure, site improvements, exterior walls, gutters, roof, exterior plumbing, water system and sanitary sewer system.
- 11.3 The Landlord shall keep, maintain and repair at its expense all interior portions of the building, including structural portions, and keep the plumbing, electrical, lighting, and heating and air conditioning systems in repair except for minor repairs and replacements, which shall be the responsibility of the Tenant. The Tenant will be responsible for Minor replacement of minor maintenance to be mutually agreed to by both parties whenever the Tenant presents a request.
- 11.4 Upon the expiration of this Lease, Tenant shall surrender the Leased Premises in the same condition as the same existed on the commencement date, reasonable wear and tear damage by unavoidable casualty excepted.

**12 CASUALTY INSURANCE**

- 12.1 During the term of this Lease, Landlord shall maintain, at its expense, an “All Risk” form of insurance in full force and effect on the building located on the Leased Premises insuring the same against loss or damage by fire, water, wind, the elements, unavoidable accident and any other causes included under said form of insurance. The Tenant shall carry coverage of their contents and business losses insuring against their loss or damage by fire, water, wind, the elements, unavoidable accident and any other causes included under said form of insurance.

**13 PUBLIC LIABILITY INSURANCE**

- 13.1 During the term of this Lease, Tenant shall maintain insurance against public liability for personal injury or death or damage to property occurring in the demised premises arising out of the use and occupancy thereof by Tenant. Such insurance shall be with minimum limits of \$500,000/\$1,000,000 for personal injury or death and \$100,000 for property damage. Tenant shall provide Landlord an insurance certificate at the beginning of the lease term and thereafter at lease once a year or on demand by Landlord.

**14 FIRE OR OTHER CASUALTY**

- 14.1 If any or all of the improvements located on the Leased Premises are damaged then the rights of the parties shall be determined as follows:
- 14.1.1 If less than all of the improved areas of the Leased Premises is destroyed and the extent of the damage is such extent and with substantially the same efficiency as before the occurrence of the damage, Landlord shall, at its expense, and as promptly as possible, repair said damage and restore the Leased Premises to its condition prior to the damage. During the restoration and repair period, Tenant's liability for rent and other sums payable hereunder shall be reduced by a percentage equal to the improved area of the Leased Premises rendered unsuitable for the normal operation of Tenant's business. Refer to paragraph 12.1 for Landlord and Tenant responsibilities.
- 14.1.2 If all of the improved area of the Leased Premises is destroyed or the extent of the damage is such that Tenant is prevented from conducting its business on the Leased Premises to substantially the same extent and with substantially the same efficiency as before the occurrence of the damage, then Tenant shall have the option to either terminate this Lease or to require Landlord to make such repairs and improvements as shall be necessary to restore the Leased Premises so as to permit Tenant to carry on its business to substantially the same extent and with substantially the same efficiency as before the occurrence of the damage. Such option shall be exercised by Tenant's written notice to Landlord within ten days after the date of which the damage occurred. In the election is (i) To require Landlord to restore the Leased Premises, such restoration shall be completed by Landlord, at its expense, as promptly as reasonably possible (due allowance being made for the time taken for the settlement of insurance claims), and during the restoration period Tenant's liability for rent shall be abated in its entirety; and further, the balance of the particular term of this Lease in which the damage occurred shall be extended by a period of time equal to the time of the restoration period; (ii) To terminate this Lease, the rent and other sums payable hereunder shall be prorated and adjusted between Landlord and Tenant on a per diem basis to the date of the occurrence of the damage. Upon receipt of payment by the party due to be paid under such adjustments, this Lease shall be null and void with no further obligations, rights or duties surviving between the parties hereto except as otherwise specifically provided for herein.

**15 CONDEMNATION**

- 15.1 If any time during the term of this Lease, the Leased Premises, or a portion thereof, is taken by eminent domain, condemnation or public authority (“Condemnation”), the rights of the parties shall be determined as follows:
- 15.2 If the extent of the Condemnation is such that Tenant is not prevented from conducting its business on the Leased Premises to substantially the same extent and with substantially the same efficiency as before the Condemnation and Landlord can repair the damage caused by the Condemnation within thirty days, Landlord shall, at its expense, and as promptly as possible, repair said damage and restore the Leased Premise to its condition prior to the Condemnation. During the restoration and repair period and thereafter during the balance of the term of this Lease, Tenant’s liability for rent and other sums payable hereunder shall be reduced by an amount mutually agreed upon by Landlord and Tenant. In the event Landlord and Tenant cannot agree upon the rent adjustment then this Lease shall terminate and the rent and other sums payable hereunder shall be prorated and adjusted between Landlord and Tenant on a per diem basis to the date Tenant is required to yield possession of the condemned portion of the Leased Premises or the title thereof vests in the condemning authority, which ever shall first occur. Upon such termination, Tenant shall surrender possession of the Leased Premises to Landlord and the rent and other sums payable by either party hereunder shall be prorated on a per diem basis to the date of such termination and adjusted between Landlord and Tenant and upon receipt of payment by the party due to be paid under such adjustment, this Lease shall be null and void with no further obligations, rights or duties surviving between the parties hereto.
- 15.3 In the event of such Condemnation, whether whole or partial, Landlord shall be entitled to receive the amount of such award allocated to the taking of the fee simple and leasehold interests hereunder. Further, Tenant shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Tenant on account of any alteration, replacement and improvements made to the Leased Premises by Tenant, damage to Tenant’s business by reason of Condemnation and the expenses of removing and relocating Tenant’s business.

**16 SUBORDINATION OF LEASE**

16.1 Tenant agrees, at any time hereafter, on demand, to execute any instrument, release or other documents that may be required by landlord for the purpose to subjecting and subordinating this Lease to the lien of any such mortgage or deed of trust, whether original or substituted, provided the terms of such mortgages, deeds of trust, instruments, releases or other documents do not modify the terms of this Lease, and further provided that so long as Tenant is not in default under this Lease, the holder of such lien in consideration of said subordination, shall agree not to disturb Tenant in its occupancy of the Leased Premises, pursuant to the terms of this Lease.

**17 ASSIGNMENT OR SUBLEASE**

17.1 Tenant shall have the right to assign this Lease or sublet the Leased Premises or any part thereof upon and with the prior written consent of Landlord which consent shall not unreasonably be withheld.

**18 ACCESS TO LEASED PREMISES**

18.1 Landlord shall have the right to enter the Leased Premises at all reasonable hours for emergencies or for the purpose of making any repairs, alterations, additions or improvements to the Leased Premises. All such repairs, alterations, additions, and improvements shall be done in a manner so as not to unreasonably interfere with Tenant's use of the Leased Premises. During the repair period, Tenant's liability for rent and other sums payable hereunder shall be reduced by a percentage equal to the improved area of the Leased Premises rendered unsuitable for the normal operation of Tenant's business.

**19 DEFAULT BY TENANT**

19.1 The following shall be deemed a default by Tenant under the terms of this Lease ("Event of Default"):

19.2 The failure by Tenant to pay any rent or other sum of money due hereunder within thirty days after written notice from Landlord that such payment has not been made;

19.3 The failure by Tenant to perform any other of the terms, conditions, or covenants of this Lease to be observed or performed by Tenant for more than thirty days after written notice from Landlord of such default, unless such default is of a nature that it cannot practically be cured within such thirty day period and Tenant is proceeding with due diligence to cure such default;

19.4 The making by Tenant of an assignment for the benefit of creditors;

19.5 The filing of a petition by or against Tenant for adjudication as a bankrupt under the Bankruptcy Code, as now or hereafter amended or supplemented, or for reorganization within the meaning of Chapter 11, of the Bankruptcy Code, or the commencement of any action or proceeding for the dissolution or liquidation of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee of the property of Tenant, provided that no such filing or proceeding instituted by a third party shall be regarded as a default hereunder if Tenant shall promptly move to have the same dismissed, rescinded

or rendered inoperative and Tenant prosecutes such action with due diligence and continues to perform and discharge all of the covenants and obligations on its part to be performed or discharged under this Lease during the life of such proceedings.

19.6 Upon the occurrence of an Event of Default, Landlord shall have the immediate right of re-entry and possession of the Leased Premises, which such right shall remain continuous until such time as Tenant shall have cured such Event of Default. Notwithstanding such re-entry and possession of the Leased Premises by Landlord, Tenant shall remain liable for the rent and other sums payable hereunder whether or not the Leased Premises are re-letted by Landlord and for all expenses which Landlord may incur in re-entering the Leased Premises and repairing and maintaining the same less such proceeds, if any, which result from the re-letting of the Leased Premises.

19.7 Additionally, upon the occurrence of any Event of Default, Landlord shall have the right to terminate this Lease by written notice of such intention to Tenant. In the event Landlord elects to terminate this Lease, Tenant's liability for rent and other sums payable hereunder and to perform any other term, condition, covenant, or agreement on its part to be performed under this Lease shall cease and terminate as to any period subsequent to the date of which Landlord delivers to Tenant written notice of such termination. Tenant shall remain liable, however, for all rent and the performance of all terms, conditions, covenants, and agreements relating to matters prior to the date of such termination.

## **20 DEFAULT BY LANDLORD**

20.1 In the event of the failure by Landlord to perform any of its obligations under this Lease or to make any payments required to be made by Landlord hereunder or to make any payments arising out of or with respect to any encumbrances on the Leased Premises, then Tenant may, at its election, perform such obligations or make such payments and in default of prompt reimbursement for the cost thereof Landlord, Tenant may deduct the amount of such expenditures from the next maturing installment or installments of rent or other sums payable hereunder by Tenant. Tenant at its election, shall have the right to recover the amount of such advances, together with attorney's fees and costs incurred in connection with the recovery thereof, in any court of competent jurisdiction. Such remedy shall be in addition to any and all other rights and remedies provided at law or in equity or otherwise specifically provided for herein.

**21 REMEDIES CUMULATIVE**

21.1 No mention in this Lease of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity.

**22 WAIVER**

22.1 The failure of either party to insist in any one or more instances upon a strict performance of any covenant of this Lease or the waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver or relinquishment of such term, covenant, or condition or any subsequent breach of same or any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived by either party unless waived by written instrument.

**23 SURRENDER OF POSSESSION AND HOLDING OVER**

23.1 Tenant will surrender possession of the premises to Landlord at the expiration or prior termination of this Lease, unless the term has been extended.

23.2 Any holding over by Tenant of the Leased Premises after expiration of this Lease shall operate and be construed as a tenancy from month-to-month on the same terms, covenants, conditions, provisions and agreements as set forth in this Lease for the period immediately prior to the expiration thereof, except that the monthly rent for such holding over period shall be equal to one hundred twenty five percent (125%) of the monthly rent payable immediately prior to the expiration of this Lease.

**24 MISCELLANEOUS PROVISIONS**

24.1 Notices required to be given hereunder by either party to the other may be either personally delivered or sent by registered mail properly addressed and prepaid, to the following address of the parties. **Landlord: City of Seaford, Attn: City Manager, P.O. Box 1100, Seaford, Delaware 19973. Tenant: George, Miles & Buhr, LLC, 206 West Main Street, Salisbury, Maryland 21801** or other address as the Landlord and Tenant shall advise each other in writing.

24.2 No change or modification of this lease shall be valid unless the same is in writing and signed by both parties.

24.3 The terms and provisions of this Lease are to the benefit of and binding upon the respective heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

**25 TERMINATION OF LEASE**

25.1 Landlord shall provide Tenant ninety days written notice of issue to terminate this lease.

**IN WITNESS WHEREOF**, the parties hereto have executed and sealed this Lease as of the day and year first above written.

**ATTEST:**

**LANDLORD:**

\_\_\_\_\_

\_\_\_\_\_  
**City of Seaford**

\_\_\_\_\_  
**Date**

**TENANT:**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**Judy A. Schwartz, P.E.**  
**Vice President**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**James H. Willey, P.E.**  
**Managing Member, President**

" MARKED UP  
COPY "

**LEASE AGREEMENT**

THIS LEASE made this 18<sup>th</sup> day of February, <sup>2020</sup> 2005 by and between the City of Seaford (Landlord) and George, Miles & Buhr, LLC (Tenant).

**WITNESSETH:**

**1 PREMISES AND TITLE**

1.1 That for and in consideration of the payment of the rental and performance covenants and agreements hereinafter set forth, Landlord leases to Tenant, and Tenant accepts from Landlord, that certain real property described as follows:

1.2 The former City of Seaford Municipal Annex building located at 400 High Street, Seaford, Sussex County, Delaware containing approximately 3,216 square feet of improved floor area and 960 square feet of unimproved floor area upstairs. The lease includes the parking spaces on the east side and rear of the building during normal working hours Monday through Friday (8:00 a.m. – 5:00 p.m.). ~~This space will be finished as is.~~ Upstairs space to be upgraded by Landlord within FY2020 to provide functioning HVAC and bathroom in addition to new lighting, ceilings, carpet and painted walls. Landlord warrants that it has title to the Leased Premises and that it has the right to lease the same for the term of this Lease. Landlord covenants that Tenant upon the payment of the rent herein stipulated and the performance of all the covenants and agreements thereunder, shall have the peaceful and quiet possession, use and enjoyment of the Leased Premises, without hindrance on the part of the Landlord or any party claiming by, through or under it, for the term of this Lease and Landlord further warrants that it shall defend Tenant in such peaceful and quiet use, and enjoyment and possession of the Leased Premises against any such claim.

**2 TERM**

2.1 The initial term of this Lease shall be for a period of three years ("Initial Term") commencing on April 1, <sup>2020</sup> 2005. Tenant shall have, and is hereby granted, two (2) consecutive options to renew at terms provided by this agreement. Notice of intent to elect either option shall be given by the Tenant to the Landlord not less than 90 days prior to the expiration of this lease or any renewal thereof.

**3 RENTAL**

3.1 Tenant covenants and agrees to pay Landlord for the use of the Leased Premises during the Term an annual rental of Thirty-Three Thousand Five Hundred Dollars (\$33,500) which annual rental shall be paid in equal monthly installments of \$2,791.67 which shall be payable in advance on the first day of each calendar month with the first month's installment due prior to the start of the lease term.

43,980

3,665.00

Rent for each subsequent year, paid in equal monthly installments is set forth below:

~~4/1/21-3/31/22 4/1/06 - 3/31/07~~ \$ ~~34,505~~ 44,880

~~4/1/22-3/31/23 4/1/07 - 3/31/08~~ \$ ~~35,540~~ 45,780

3.2 ~~A security deposit of one month's rent is to be deposited by the Tenant with the Landlord upon signing of this lease to defray the cost of repair to the premises in excess of normal wear and tear, said deposits to be returned to the Tenant at the end of the lease or any renewal thereof if no such costs are incurred.~~ OK just to leave the existing security deposit in place?

Landlord does hereby grant to Tenant the right, at its option, to extend this Lease for two one-year periods as set forth below:

First Option year ~~4/1/08 - 3/31/09~~ <sup>4/1/23 - 3/31/24</sup> \$ ~~36,251~~ 46,680

Second Option year ~~4/1/09 - 3/31/10~~ <sup>4/1/24 - 3/31/25</sup> \$ ~~36,976~~ 47,640

3.3 A late charge equal to 5% of the rent due will be charged for rental payments paid after the 5<sup>th</sup> of the month.

#### 4 PURCHASE OPTION

4.1 At the inception of this lease, the Landlord hereby grants the Tenant or it assigns a first right of refusal to purchase the real estate which is the subject of this lease at any time during the life of this lease and any extension thereof, after Landlord gives the Tenant notice and Tenant has sixty (60) days to exercise their intent to purchase. In the event of a purchase by George, Miles & Buhr, LLC, the City of Seaford will grant a permanent waiver of all minimum parking requirements relevant to the property.

**5 USE OF LEASED PREMISES**

- 5.1 The Leased Premises shall be used and occupied by Tenant for the purposes of general office space and for other functions as are incidental to such office use.
- 5.2 Landlord shall provide lighting for the parking area.
- 5.3 Tenant shall observe and comply with all orders or directives of the appropriate authorities pertaining to the manner in which Tenant uses the Leased Premises.
- 5.4 Landlord warrants that there is no restriction, conditions, or covenants in the chain of title to the Leased Premises, nor are there any zoning ordinances or other municipal or governmental statute, action, law or regulation, impending, limiting or prohibiting the use of the Leased Premises by Tenant for the purposes described in Paragraph 5.1.
- 5.5 Landlord and Tenant agree that the premises will be used for professional office space and will allow no activities in the building that would normally be thought of as "retail uses".
- 5.6 The unit entrance, windows, etc., will be kept in such a manner as to reflect the professional office decorum as determined by Landlord. Trucks, vans and other similar service vehicles are to be parked to the rear of the building or in any other area designated by the Landlord. The purpose of this paragraph is to ensure the maintenance of a professional office facility of the highest caliber.

**6 TAXES AND ASSESSMENTS**

- 6.1 Landlord shall promptly pay all taxes, assessments, duties, impositions, burdens and tax/assessment charges whatsoever, levied, assessed, charged or imposed by the appropriate authorities upon the Leased Premises.

**7 UTILITIES AND SNOW REMOVAL**

- 7.1 Landlord shall, at its expense, furnish and make available to the Leased Premises water and sewer hookup services and all necessary utility services and to provide equipment for heat, air conditioning and electric services. <sup>for both both the first and second floors.</sup> Any additional capacity for heat, air conditioning, electric, water and sewer over and above the normal services available in the premises on the date of commencement of lease shall be provided by Tenant who shall bear the full responsibility for payment for said services and additional equipment.
- 7.2 Tenant shall pay all charges for electricity used by it on the premises during the term of this lease and all extensions thereof. Tenant shall supply and pay for <sup>natural gas.</sup> ~~fuel oil inclusive~~

~~for the months of February and March 2005 pre-lease while Tenant is renovating area for occupaney..~~

7.3 Tenant shall pay for the installation and utilization of its telephone service and computer wiring if such wiring is desired.

7.4 Landlord shall be responsible for the removal of snow for the Leased Premises and Landlord agrees to pay the customary fee for this service.

7.5 Landlord shall be responsible for maintenance of the lawn, shrubs, flower boxes, trees, etc. and shall pay for same.

7.6 Tenant shall be responsible for their trash service.

## **8 SIGNS**

8.1 Tenant shall provide identifying signage on the High Street façade of the unit that will be tasteful, similar to the other units and in accord with the decorum of the professional office project. Any changes in the signage after the initial installation is also the responsibility of Tenant.

## **9 TRADE FIXTURES, MACHINERY AND EQUIPMENT**

9.1 Landlord agrees that all trade fixtures, machinery, equipment, furniture or other personal property of whatever kind and nature be kept or installed on the Leased Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Leased Premises and may be removed by Tenant at any time and from time to time during the term of this Lease. And Tenant shall return the leased premises to its original condition following any removal of items installed and removed by Tenant.

## **10 ALTERATIONS, REPLACEMENTS AND IMPROVEMENTS**

10.1 Tenant may make any alterations, additions, or improvements to the Leased Premises reasonably necessary to facilitate the operation of its business as described in Paragraph 5.1 with the prior written consent of Landlord, which consent shall not be unreasonably withheld.

10.2 Any such alterations, additions, or improvements, unless expressly agreed otherwise, may be removed by Tenant at any time, provided that Tenant shall repair any damage to the Leased Premises caused by such removal.

## **11 REPAIR AND MAINTENANCE**

- 11.1 Landlord shall have all mechanical equipment and systems in good order, condition and repair to the satisfaction of Tenant prior to the commencement date of this Lease.
- 11.2 Landlord shall, at its expense, maintain the Leased Premises in good order, repair and condition and will make all necessary repairs and replacements, without limitations, to the structure, site improvements, exterior walls, gutters, roof, exterior plumbing, water system and sanitary sewer system.
- 11.3 The Landlord shall keep, maintain and repair at its expense all interior portions of the building, including structural portions, and keep the plumbing, electrical, lighting, and heating and air conditioning systems in repair except for minor repairs and replacements, which shall be the responsibility of the Tenant. The Tenant will be responsible for replacement of minor maintenance to be mutually agreed to by both parties whenever the Tenant presents a request.
- 11.4 Upon the expiration of this Lease, Tenant shall surrender the Leased Premises in the same condition as the same existed on the commencement date, reasonable wear and tear damage by unavoidable casualty excepted.

## **12 CASUALTY INSURANCE**

- 12.1 During the term of this Lease, Landlord shall maintain, at its expense, an "All Risk" form of insurance in full force and effect on the building located on the Leased Premises insuring the same against loss or damage by fire, water, wind, the elements, unavoidable accident and any other causes included under said form of insurance. The Tenant shall carry coverage of their contents and business losses insuring against their loss or damage by fire, water, wind, the elements, unavoidable accident and any other causes included under said form of insurance.

## **13 PUBLIC LIABILITY INSURANCE**

- 13.1 During the term of this Lease, Tenant shall maintain insurance against public liability for personal injury or death or damage to property occurring in the demised premises arising out of the use and occupancy thereof by Tenant. Such insurance shall be with minimum limits of \$500,000/\$1,000,000 for personal injury or death and \$100,000 for property damage. Tenant shall provide Landlord an insurance certificate at the beginning of the lease term and thereafter at least once a year or on demand by Landlord.

## **14 FIRE OR OTHER CASUALTY**

- 14.1 If any or all of the improvements located on the Leased Premises are damaged then the rights of the parties shall be determined as follows:
- 14.1.1 If less than all of the improved areas of the Leased Premises is destroyed and the extent of the damage is such extent and with substantially the same efficiency as before the occurrence of the damage, Landlord shall, at its expense, and as promptly as possible, repair said damage and restore the Leased Premises to its condition prior to the damage. During the restoration and repair period, Tenant's liability for rent and other sums payable hereunder shall be reduced by a percentage equal to the improved area of the Leased Premises rendered unsuitable for the normal operation of Tenant's business. Refer to paragraph 12.1 for Landlord and Tenant responsibilities.
- 14.1.2 If all of the improved area of the Leased Premises is destroyed or the extent of the damage is such that Tenant is prevented from conducting its business on the Leased Premises to substantially the same extent and with substantially the same efficiency as before the occurrence of the damage, then Tenant shall have the option to either terminate this Lease or to require Landlord to make such repairs and improvements as shall be necessary to restore the Leased Premises so as to permit Tenant to carry on its business to substantially the same extent and with substantially the same efficiency as before the occurrence of the damage. Such option shall be exercised by Tenant's written notice to Landlord within ten days after the date of which the damage occurred. If the election is (i) To require Landlord to restore the Leased Premises, such restoration shall be completed by Landlord, at its expense, as promptly as reasonably possible (due allowance being made for the time taken for the settlement of insurance claims), and during the restoration period Tenant's liability for rent shall be abated in its entirety; and further, the balance of the particular term of this Lease in which the damage occurred shall be extended by a period of time equal to the time of the restoration period; (ii) To terminate this Lease, the rent and other sums payable hereunder shall be prorated and adjusted between Landlord and Tenant on a per diem basis to the date of the occurrence of the damage. Upon receipt of payment by the party due to be paid under such adjustments, this Lease shall be null and void with no further obligations, rights or duties surviving between the parties hereto except as otherwise specifically provided for herein.

**15 CONDEMNATION**

- 15.1 If any time during the term of this Lease, the Leased Premises, or a portion thereof, is taken by eminent domain, condemnation or public authority ("Condemnation"), the rights of the parties shall be determined as follows:
- 15.2 If the extent of the Condemnation is such that Tenant is not prevented from conducting its business on the Leased Premises to substantially the same extent and with substantially the same efficiency as before the Condemnation and Landlord can repair the damage caused by the Condemnation within thirty days, Landlord shall, at its expense, and as promptly as possible, repair said damage and restore the Leased Premise to its condition prior to the Condemnation. During the restoration and repair period and thereafter during the balance of the term of this Lease, Tenant's liability for rent and other sums payable hereunder shall be reduced by an amount mutually agreed upon by Landlord and Tenant. In the event Landlord and Tenant cannot agree upon the rent adjustment then this Lease shall terminate and the rent and other sums payable hereunder shall be prorated and adjusted between Landlord and Tenant on a per diem basis to the date Tenant is required to yield possession of the condemned portion of the Leased Premises or the title thereof vests in the condemning authority, which even shall first occur. Upon such termination, Tenant shall surrender possession of the Leased Premises to Landlord and the rent and other sums payable by either party hereunder shall be prorated on a per diem basis to the date of such termination and adjusted between Landlord and Tenant and upon receipt of payment by the party due to be paid under such adjustment, this Lease shall be null and void with no further obligations, rights or duties surviving between the parties hereto.
- 15.3 In the event of such Condemnation, whether whole or partial, Landlord shall be entitled to receive the amount of such award allocated to the taking of the fee simple and leasehold interests hereunder. Further, Tenant shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Tenant on account of any alteration, replacement and improvements made to the Leased Premises by Tenant, damage to Tenant's business by reason of Condemnation and the expenses of removing and relocating Tenant's business.

**16 SUBORDINATION OF LEASE**

16.1 Tenant agrees, at any time hereafter, on demand, to execute any instrument, release or other documents that may be required by landlord for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage or deed of trust, whether original or substituted, provided the terms of such mortgages, deeds of trust, instruments, releases or other documents do not modify the terms of this Lease, and further provided that so long as Tenant is not in default under this Lease, the holder of such lien in consideration of said subordination, shall agree not to disturb Tenant in its occupancy of the Leased Premises, pursuant to the terms of this Lease.

**17 ASSIGNMENT OR SUBLEASE**

17.1 Tenant shall have the right to assign this Lease or sublet the Leased Premises or any part thereof upon and with the prior written consent of Landlord which consent shall not unreasonably be withheld.

**18 ACCESS TO LEASED PREMISES**

18.1 Landlord shall have the right to enter the Leased Premises at all reasonable hours for emergencies or for the purpose of making any repairs, alterations, additions or improvements to the Leased Premises. All such repairs, alterations, additions, and improvements shall be done in a manner so as not to unreasonably interfere with Tenant's use of the Leased Premises. During the repair period, Tenant's liability for rent and other sums payable hereunder shall be reduced by a percentage equal to the improved area of the Leased Premises rendered unsuitable for the normal operation of Tenant's business.

**19 DEFAULT BY TENANT**

19.1 The following shall be deemed a default by Tenant under the terms of this Lease ("Event of Default"):

19.2 The failure by Tenant to pay any rent or other sum of money due hereunder within thirty days after written notice from Landlord that such payment has not been made;

19.3 The failure by Tenant to perform any other of the terms, conditions, or covenants of this Lease to be observed or performed by Tenant for more than thirty days after written notice from Landlord of such default, unless such default is of a nature that it cannot practically be cured within such thirty day period and Tenant is proceeding with due diligence to cure such default;

- 19.4 The making by Tenant of an assignment for the benefit of creditors;
- 19.5 The filing of a petition by or against Tenant for adjudication as a bankrupt under the Bankruptcy Code, as now or hereafter amended or supplemented, or for reorganization within the meaning of Chapter 11, of the Bankruptcy Code, or the commencement of any action or proceeding for the dissolution or liquidation of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee of the property of Tenant, provided that no such filing or proceeding instituted by a third party shall be regarded as a default hereunder if Tenant shall promptly move to have the same dismissed, rescinded or rendered inoperative and Tenant prosecutes such action with due diligence and continues to perform and discharge all of the covenants and obligations on its part to be performed or discharged under this Lease during the life of such proceedings.
- 19.6 Upon the occurrence of an Event of Default, Landlord shall have the immediate right of re-entry and possession of the Leased Premises, which such right shall remain continuous until such time as Tenant shall have cured such Event of Default. Notwithstanding such re-entry and possession of the Leased Premises by Landlord, Tenant shall remain liable for the rent and other sums payable hereunder whether or not the Leased Premises are re-letted by Landlord and for all expenses which Landlord may incur in re-entering the Leased Premises and repairing and maintaining the same less such proceeds, if any, which result from the re-letting of the Leased Premises.
- 19.7 Additionally, upon the occurrence of any Event of Default, Landlord shall have the right to terminate this Lease by written notice of such intention to Tenant. In the event Landlord elects to terminate this Lease, Tenant's liability for rent and other sums payable hereunder and to perform any other term, condition, covenant, or agreement on its part to be performed under this Lease shall cease and terminate as to any period subsequent to the date of which Landlord delivers to Tenant written notice of such termination. Tenant shall remain liable, however, for all rent and the performance of all terms, conditions, covenants, and agreements relating to matters prior to the date of such termination.

## **20 DEFAULT BY LANDLORD**

- 20.1 In the event of the failure by Landlord to perform any of its obligations under this Lease or to make any payments required to be made by Landlord hereunder or to make any payments arising out of or with respect to any encumbrances on the Leased Premises,

then Tenant may, at its election, perform such obligations or make such payments and in default of prompt reimbursement for the cost thereof Landlord, Tenant may deduct the amount of such expenditures from the next maturing installment or installments of rent or other sums payable hereunder by Tenant. Tenant at its election, shall have the right to recover the amount of such advances, together with attorney's fees and costs incurred in connection with the recovery thereof, in any court of competent jurisdiction. Such remedy shall be in addition to any and all other rights and remedies provided by law or in equity or otherwise specifically provided for herein.

**21 REMEDIES CUMULATIVE**

21.1 No mention in this Lease of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity.

**22 WAIVER**

22.1 The failure of either party to insist in any one or more instances upon a strict performance of any covenant of this Lease or the waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver or relinquishment of such term, covenant, or condition or any subsequent breach of same or any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived by either party unless waived by written instrument.

**23 SURRENDER OF POSSESSION AND HOLDING OVER**

23.1 Tenant will surrender possession of the premises to Landlord at the expiration or prior termination of this Lease, unless the term has been extended.

23.2 Any holding over by Tenant of the Leased Premises after expiration of this Lease shall operate and be construed as a tenancy from month-to-month on the same terms, covenants, conditions, provisions and agreements as set forth in this Lease for the period immediately prior to the expiration thereof, except that the monthly rent for such holding over period shall be equal to one hundred twenty five percent (125%) of the monthly rent payable immediately prior to the expiration of this Lease.

**24 MISCELLANEOUS PROVISIONS**



NB# 3  
10-22-19

# MEMORANDUM

TO: Charles Anderson, City Manager

FR: Bill Bennett, Director of Electric *NJB*

RE: 2020 4WD ½ ton Extended Cab Pickup Truck Bids

DT: 10/16/19

The City of Seaford received two bids for a 2020 ½ ton Four Wheel Drive Extended Cab pickup for the electric department. The bids were as follows:

Bidder	Base Bid	Trade in Allowance	Total Bid w/ Trade
Hertrich Fleet Sales	\$30,638	\$2,800	\$27,838
Sands Ford	\$31,569	\$3,250	\$28,319

Both bids met the requirements of the bid specifications. I had placed \$35,000 in the budget and I will use some of the remaining money to letter and put emergency lighting on the truck.

I recommend awarding the bid to the low bidder, Hertrich Fleet Sales, in the amount of \$27,838 and trade in the departments 2009 Ford Escape.

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



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

October 18, 2019

City of Seaford  
Mayor David Genshaw  
414 High Street  
Seaford, DE 19973

Dear Mayor Genshaw,

The attached document will serve as a report to the Mayor and Council, and it will culminate the work of the Seaford 911 Center Evaluation Committee. I am humbled to have served with such a diverse, inquisitive, and deeply thoughtful group of citizens and stakeholders of the City of Seaford. The committee worked diligently on the task placed before it, and I believe the result is evident in its findings.

I am deeply grateful to each of the committee members for sacrificing their time, energies, and talents to serve on this vitally important committee.

The committee members were as follows:

Anita Bell - Manager Seaford 911 Center  
Jack Wilson - Seaford Volunteer Fire Department Chief  
Pastor Isaac Ross - Seaford Resident  
Jason "Cole" Scott - Seaford Police Department  
David Tull - Seaford School Board President  
Terry Carson - Director Western Sussex Chamber of Commerce  
Penny Short - Nanticoke Hospital President  
Amanda Lloyd - Trinity Logistics  
Joan Neal - President Regional Builders  
Alan Cranston - Owner Every Fiber Coffee, Seaford Resident  
Jose Santos - Real Estate Agent, Seaford Resident  
Charles Anderson - City Manager

Each of their contributions were invaluable, and our community owes a debt to their service.

Special thanks go to the Seaford 911 Center employees Anita Bell, Taylor Walls, and Kyle Mitchell for taking time, while on duty, to answer questions and demonstrate the capabilities of the Seaford Center. Additionally, I am grateful for the time taken by Mr. Joseph Thomas, Mr. Scott Nay, and Mr. Jim Bowden at the Sussex County Emergency

---

*The Perfect Place to Start.*

Operations Center and SusCom for a tour of their facility. Every question offered by the committee members was answered in a manner a layperson could understand at both facilities.

Many thanks are also offered to City of Seaford administration and staff members for the preparation, support, background, and recordation of the minutes necessary for the meetings held and communicated to the public.

It is my hope that Mayor and Council find the report useful in their deliberations on this critical issue.

Respectfully Yours.  
Seaford 911 Center Evaluation Committee Chairman

A handwritten signature in black ink, appearing to read "Dan H. Henderson", with a long horizontal flourish extending to the right.

Dan H Henderson  
Councilman and Vice Mayor

October 16, 2019

NB#4  
10-22-19

City of Seaford  
Mayor & Council Members  
414 High Street  
Seaford, DE 19973

***RE: 911 Services Evaluation Committee Report and Recommendations***

The 911 Services Committee members respectfully submit the following report and recommendations for your consideration:

The 911 Services Committee was appointed by Mayor David C. Genshaw on September 10, 2019 under the leadership of Vice Mayor and Committee Chairman Dan Henderson. The Committee met on October 1<sup>st</sup> and October 15<sup>th</sup> 2019.

Chief of Police Marshall Craft and Fire Chief Jack Wilson (an appointed Committee Member) provided the Committee members with detailed explanations of dispatch operations, protocols and functional changes that would be necessitated by any changes to the current dispatching operations. The Committee also reviewed the City budgetary information, potential funding and cost implications of the options listed below.

The committee members toured Seaford's 911 Center located at the Seaford Police Department and the Sussex County EOC in Georgetown; where the majority of Sussex County's dispatching services are handled currently. The site tours and speaking with the employees and managers of the centers of both locations was informative and provided tremendous background regarding emergency operations and response to the citizens of the City and County. All of the members of the Committee were impressed with the staff training, response times and dedication of all the dispatch professionals.

The Committee reviewed all of the options available to the City Council:

***Option #1*** – The first option is to maintain the services provided by the Seaford 911 Center. This option has been the standard for the City since the inception of the center in the 1970's and has served the citizens, the Police Department and the SVFD in an outstanding manner. The Committee noted that this option has budgetary impacts and the future sustainability of the employees, technology and services will need a greater and

greater investment of City resources. The Committee also reviewed the funding resources available to provide this service and recognizes that the rate payers of the City are subsidizing a service for County residents and businesses in providing this service to a large portion of western Sussex County.

**Option #2** – The second option is to close Seaford’s 911 Center and transfer dispatch and 911 services to the State and County, respectively. The committee noted that this option would provide the largest budgetary reduction. However, this option would not provide some of the personal service amenities that the community and the staff members of the City have come to value and rely on. The loss of this customer service and value-added service makes this option one that will need the most consideration and change in expectation from all City stakeholders. It should be noted that this option would increase the work load of the SPD officers and reduce contact with customers visiting or calling the department.

**Option #3** – During Chief Craft’s presentation to the Committee on October 1<sup>st</sup>, he proposed a third option for consideration. This option was to consider establishing a “Call Center” at the Seaford PD. This concept would transfer police dispatch and 911 services to the State and County, respectively. In conjunction with this shifting of critical services, Seaford employees (call takers) would be maintained at the PD to address other needs of the citizens and the department.

Chief Craft noted the following services and tasks that would be provided by Call Center staff if this option were chosen:

1. Assist with monthly audits and validations - SPD is audited yearly.
2. Perform Hit confirmations, locates, and detainers on Felony Warrants.
3. Enter stolen property, vehicles, articles, and missing persons into NCIC
4. Conduct computer inquiries for officers on all subjects contacted (wanted checks, tags, articles, etc.).
5. Monitor surveillance cameras for City Hall, Seaford Police Department, local apartment complexes, local parks and the utilities building.
6. Monitor the processing room and prisoner cells, but not the required 30 min. cell checks.
7. Handle walk-in ‘Lobby’ complaints.
8. Handle City disconnect after hours utility calls for reconnects and collect city fees.
9. Dispatch City of Seaford public works and electric department during emergencies and after hours (policy to call 1 person at a time, until the whole department is notified), notifies the City Manager and Chief of Police, depending on the type of emergency.
10. Provide an expected level of service to the public; provides information on local events, mapping directions, and general information.
11. Send police to non-police/EMS complaints and notifies police to stand by on EMS calls that are in high drug/crime areas.
12. Monitor City phone system on a 24 x 7 x 365 basis to provide a level of expected customer service.

13. Provide a face to face contact with officers on a daily basis, go over the pass on book and are updated on the daily activities that have occurred in Seaford's jurisdiction.
14. Provide technology and IT assistance for Mobile Vision, Mobile Data Computers, Verizon, Cellular phones, Departmental desktop, Laptop Computers, phone system and departmental Social media.

In addition to the services noted above, the change to a Call Center would reduce budgetary expenditures by reducing the number of staff needed by the department. These functions can be accomplished with one employee per shift vs. the two mandated by law for a 911 center. Also, the call taker employees are not required to have the significant amounts of training, education and certification as E911 dispatchers.

As part of the committee deliberations and considerations Chief Craft and Chief Wilson assured the Committee that any of the options could and would be made workable by the Seaford Volunteer Fire Department members and the Seaford Police Department. They did state that some of the options are preferred and would be less impactful, but they were confident that public safety would be maintained, regardless of the decision made by the City Council.

The Committee also noted that the City Council has reviewed and continues to review the options of maintaining or closing the Seaford 911 Center on an annual basis. They do this with their budget deliberations and have reviewed these options and are familiar with the impacts and implications that are inherent if either were chosen. Based on that background the Committee did not list all of the possible impacts, consequences and changes that would be necessary if either of these options were chosen as a path forward.

Due to the fact that Option #3 listed above was not part of the Council's budgetary deliberations or considerations in the recent past, the Committee spent considerable time on this option reviewing the cost implications, personnel needs and services provided to the community.

After the above referenced options were reviewed, the committee members in attendance unanimously recommended the City Council give consideration to option #3. Option #3 would provide many of the benefits of maintaining a high level of customer service to the community, support the sworn officer staff and the utility divisions, as well as, reducing the City expenditures in the department to a more sustainable level.

The Committee notes that all of the above options are available to the City Council for their consideration and ultimate decision. The committee further recommends that the City Council give consideration to all of the available options and make the best decision for the community, its residents, staff and other stakeholders who will be impacted by this decision.

The committee review process was a complex one and all committee members agreed the process thoroughly vetted the above noted options. All Committee members felt the

process was a learning experience and believes this additional detailed in-depth information will assist the City Council in making this important public safety decision for the best overall outcome for the Seaford community.

If you require additional information, feel free to contact any of the committee members.

Thank You,

A handwritten signature in black ink, appearing to read "Dan Henderson", with a long horizontal stroke extending to the left.

Councilman Dan Henderson  
911 Services Evaluation Committee Chairman

Cc: 911 Services Evaluation Committee  
Charles Anderson, City Manager  
Chief Marshall Craft

NB#1  
10-2-19  
OB#1  
10-22-19

**ORDINANCE #2019-03**

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 4, of the Municipal Code of Seaford, Delaware relating to "Buildings", in the manner following, to wit:

Chapter 4, Article 1, of the Municipal Code of Seaford, Delaware is hereby amended by striking out all of said ARTICLE 1 and substituting in lieu thereof a new ARTICLE 1 to read as shown on the following pages.

10/08/2019	Date of First Reading
??/??/2019	Date of Second Reading & Adoption
??/??/2019	Date of Advertisement
??/??/2019	Date the Ordinance is Effective

**CITY OF SEAFORD**

By: \_\_\_\_\_  
Mayor

Witness: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Manager

## CHAPTER 4 - BUILDINGS

**ARTICLE 1 - BUILDING CODE**

[Amended on 06/11/2013 by Ordinance #2013-04]

[Amended on 12/09/2014 by Ordinance #2014-02]

[Amended on 00/00/0000 by Ordinance #0000-00]

**§ 4.1.1 Title.**

This article shall be known as the "Building Code of the City of Seaford, Delaware".

**§ 4.1.2 Adoption of Building Code.**

- A. The *International Building Code*, ~~2009-2018~~ edition with amendments, and including all referenced codes, as published by the International Code Council, is hereby adopted as the Building Code of the City of Seaford, in the State of Delaware for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code on file in the office of the Building Official of the City of Seaford, Delaware are hereby referred to, adopted, and made a part hereof, as if they were fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in § 4.1.3 through § 4.1.7 of this Code.
- B. At least one (1) copy of this Code shall be on file in the office of the City Building Official for public inspection and use.
- C. Any and all existing ordinances or parts of ordinances in conflict herewith are hereby repealed.
- D. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Seaford hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared invalid.
- E. Nothing in this ordinance or in the Building Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in § 4.1.2 (C) of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.
- F. The City Manager is hereby ordered and directed to cause this ordinance to be published.
- G. This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and

effect thirty (30) days from and after the date of its advertisement in a newspaper of local circulation.

**§ 4.1.3 Amendments to the [2009 2018](#) International Building Code (IBC).**

**A. The following sections are hereby revised:**

1. **§ 101.1** Delete: ~~[NAME OF JURISDICTION]~~, Insert: **the City of Seaford, Delaware**
2. **§ 101.4.3** Delete: ~~The provisions of the International Private Sewage Disposal Code shall apply to private sewage disposal systems.~~, Insert: **All references within this Code to the International Private Sewage Disposal Code are hereby deleted with this amendment, refer to the [2009 2018](#) International Plumbing Code (IPC), as adopted in the Code of the City of Seaford § 9.1.2 .**
3. **§ 103** Delete Title: ~~DEPARTMENT OF BUILDING SAFETY~~, Insert: **CODE DEPARTMENT**
4. **§ 103.1** Delete: ~~Department of Building Safety~~, Insert: **Code Department**  
  
Insert at the end of the paragraph: **All references within this Code, to "Department of Building Safety", are hereby deleted and replaced with "Code Department".**
5. **§ 103.2** Delete: ~~appointed by the chief appointing authority of the jurisdiction~~, Insert: **hired by the City Manager**
6. **§ 104.9.1** Delete: ~~The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official~~, Insert: **No permits shall be issued by the Building Official unless the structure to be erected, constructed, enlarged, altered, repaired, moved or emplaced shall be of new materials and equipment.**
7. **§ 105.2, Building: (1)** Delete: ~~tool and storage sheds,~~
8. **§ 105.2, Building: (2)** Delete: ~~Fences not over 67 feet (18292134mm) high,~~, Insert: **The repair and or replacement of a roofing material, i.e. shingles, underlayment paper, metal roofing, down to but not including roof sheathing, however, if any part of the roof structure or roof sheathing is in need of repair or replacement, a permit is required.**
9. **§ 105.2, Building: (6)** Delete: ~~Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route,~~, Insert: **Deleted.**
10. **§ 105.2, Building: (9)** Delete: ~~Prefabricated swimming pools accessory to a Group R-3 occupancy, as applicable in Section 101.2, which are less than 24 inches (610 mm) deep, do not~~

exceed 5,000 gallons (18,925 L) and are installed entirely above ground., Insert: Deleted.

- 11. ~~§ 105.2.3-2~~ Delete: public service agencies by established right., Insert: the City of Seaford.
- 12. § 105.3 Delete: applicant, Insert: property owner, or his duly authorized representative
- 13. § 109.1 Delete: prescribed by law, Insert: as established by City Council
- 14. § 109.2 Delete: applicable governing authority, Insert: City Council
- 15. § 109.4 Delete: building official, Insert: City Council
- 16. § 109.5 Delete: prescribed by law, Insert: as established by City Council
- 17. § 109.6 Delete: Refunds. The building official is authorized to establish a refund policy. Insert: Deleted.
- 18. § 113.1 Delete: appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business., Insert: the City Council.
- 19. § 113.3 Delete: Qualifications. The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction., Insert: Deleted.
- 20. § 1612.3 Delete: ~~(INSERT NAME OF JURISDICTION)~~, Insert: the City of Seaford, Delaware  
  
Delete: ~~(INSERT DATE OF ISSUANCE)~~, Insert: June 16, 1995
- ~~21. § 3412.2 Delete: Structures existing prior to (DATE TO BE INSERTED BY THE JURISDICTION. NOTE: IT IS RECOMMENDED THAT THIS DATE COINCIDE WITH THE EFFECTIVE DATE OF BUILDING CODES WITHIN THE JURISDICTION), Insert: Existing structures, as interpreted by the Building Official,~~
- 22. § 1612.4 Insert after § 1612.4:  
1612.4.1 Elevation requirements.  
The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus eighteen inches (18”), whichever is higher.

§ 4.1.4 Amendments to the 2009 2018 International Residential Code (IRC).

A. The following sections are hereby revised:

- 1. § R101.1 Delete: ~~(NAME OF JURISDICTION)~~, Insert: the City of Seaford, Delaware

2. § R103 Delete Title: ~~DEPARTMENT OF BUILDING SAFETY~~, Insert: **CODE DEPARTMENT**
3. § R103.1 Delete: ~~Department of Building Safety~~, Insert: **Code Department**  
  
Insert at the end of the paragraph: **All references within this Code, to "Department of Building Safety", are hereby deleted and replaced with "Code Department".**
4. § R103.2 Delete: ~~appointed by the chief appointing authority of the jurisdiction~~, Insert: **hired by the City Manager**
5. § R104.9.1 Delete: ~~Used materials, equipment and devices shall not be reused unless approved by the building official~~, Insert: **No permits shall be issued by the Building Official unless the structure to be erected, constructed, enlarged, altered, repaired, moved or emplaced shall be of new materials and equipment.**
6. § R105.2, Building: (1) Delete: ~~One story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m<sup>2</sup>), tool and storage sheds,~~ Insert: **Deleted.**
7. § R105.2, Building: (2) Delete: ~~Fences not over 67 feet (18292134 mm) high,~~ Insert: **The repair and or replacement of a roofing material, i.e. shingles, underlayment paper, metal roofing, down to but not including roof sheathing, however, if any part of the roof structure or roof sheathing is in need of repair or replacement, a permit is required.**
8. § R105.2, Building: (5) Delete: ~~Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade and not over any basement or story below,~~ Insert: **Deleted.**
9. § R105.2, Building: (7) Delete: ~~Prefabricated swimming pools that are less than 24 inches (610 mm) deep,~~ Insert: **Deleted.**
10. § R105.2, Building: (10) Delete: ~~Decks not exceeding 200 square feet (18.58m<sup>2</sup>) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.~~ Insert: **Deleted.**
11. § R105.2.3 Delete: ~~public service agencies by established right,~~ Insert: **the City of Seaford.**
12. § R105.3 Delete: ~~applicant~~, Insert: **property owner, or his duly authorized representative**
13. § R108.1 Delete: ~~prescribed by law~~, Insert: **as established by City Council**

- 14. § R108.2 Delete: applicable governing authority, Insert: City Council
- 15. § R108.4 Delete: prescribed by law, Insert: as established by City Council
- 16. § R108.5 Delete: Refunds. The building official is authorized to establish a refund policy. Insert: Deleted.
- 17. § R108.6 Delete: applicable governing authority, Insert: City Council
- 18. § R112.1 Delete: appointed by the governing body and shall hold office at its pleasure., Insert: the City Council.  
  
Delete: adopt rules of procedure for conducting its business and shall
- 19. § R112.3 Delete: Qualifications. The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction., Insert: Deleted.
- 20. § R313.2 Delete: ~~An automatic residential fire sprinkler system shall be installed in one and two family dwellings. One and two family dwellings automatic fire systems. Effective January 1, 2011, an automatic residential fire sprinkler system shall be installed in one and two family dwellings.~~  
  
~~Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system. Insert: One and two family dwelling unit fire sprinkler systems shall not be required per this Section R313.2 in The City of Seaford, but if a dwelling unit fire sprinkler system is installed, said installation shall comply with the requirements of Section P2904 or NFPA 13D, as applicable.~~
- 21. § R313.2.1 Delete: Design and installation. Automatic residential fire sprinkler systems shall be designed and installed in accordance with Section P2904 or NFPA 13D.
- 22. Table R301.2(1) Delete the table, footnotes to remain, and insert the following table:

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TABLE R301.2(1)  
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY <sup>1</sup>	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP <sup>2</sup>	ICE BARRIER UNDERLAYMENT REQUIRED <sup>3</sup>	FLOOD HAZARD <sup>4</sup>	AIR FREEZING INDEX <sup>5</sup>	MEAN ANNUAL TEMP <sup>6</sup>
	SPEED <sup>a</sup> (mph)	Topographic effects <sup>b</sup>	Special wind region <sup>c</sup>	Windborne debris zone <sup>m</sup>		Weathering <sup>a</sup>	Frost line depth <sup>b</sup>	Termite <sup>c</sup>					
20 (lb/ft <sup>2</sup> )	120	NO	No	No	A	SEVERE	Bottom of all footings must be 24"	Moderate to Heavy	14° F	YES (required at all Valleys and 24" in from edge of Eaves)	YES (refer to most current Community NFIP Maps)	358	55.5°F

							<i>minimum below finish grade</i>					<i>and Studies</i>		
Manual J Design Criteria														
Elevation	Latitude	Winter Heating	Summer Cooling	Altitude correction factor	Indoor design temperature	Design temperature cooling	Heating temperature difference							
52	39	19	90	1,000	72	75	54							
Cooling temperature difference	Wind velocity heating	Wind velocity cooling	Coincident wet bulb	Daily range	Winter humidity	Summer humidity								
16	-	-	75	M	30%	50%								

TABLE R301-2(1)  
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY <sup>1</sup>	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP <sup>6</sup>	ICE BARRIER UNDERLAYMENT REQUIRED <sup>7</sup>	FLOOD HAZARDS <sup>4</sup>	AIR FREEZING INDEX <sup>5</sup>	MEAN ANNUAL TEMP <sup>8</sup>
	SPEED <sup>2</sup> (mph)	Topographic effects <sup>3</sup>		Weathering <sup>2</sup>	Frost-line depth <sup>2</sup>	Termites <sup>2</sup>					
20 (lb/ft <sup>2</sup> )	100	NO	A	SEVERE	Bottom-of-all footings must be 24" minimum below finish grade	Moderate to Heavy	16°F	YES (required at all Valleys and 24" in from edge of Eaves)	YES (refer to most current Community NFIP Maps and Studies)	375	67°F

23. § P2603.65.1. Delete: [NUMBER] inches (mm), Insert: twenty four (24) inches

Delete: [NUMBER] inches (mm), Insert: twenty four (24) inches

24. §R322.2.1

Delete:

1. Buildings and structures in flood hazard areas, including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or the design flood elevation, whichever is higher.

2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus 1 foot (305 mm), or not less than 3 feet (915 mm) if a depth number is not specified.

3. Basement floors that are below grade on all sides shall be elevated to or above base flood elevation plus 1 foot (305 mm), or the design flood elevation, whichever is higher.

1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the design flood elevation.

2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.

3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM, or at least 2 feet (610 mm) if a depth number is not specified.

~~4. Basement floors that are below grade on all sides shall be elevated to or above the design flood elevation.~~

Insert:

1. Buildings and structures in flood hazard areas, including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus eighteen inches (18"), or the design flood elevation, whichever is higher.

2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including *basement*) elevated at least as high above the highest adjacent *grade* as the depth number specified in feet on the FIRM, plus eighteen inches (18"), or at least 3 feet 6 inches if a depth number is not specified.

3. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus eighteen inches (18"), or the design flood elevation, whichever is higher.

§ 4.1.5 Amendments to the ~~2009-2018~~ International Plumbing Code (IPC).

Refer to the Code of the City of Seaford § 9.1.2.

§ 4.1.6 Amendments to the ~~2009-2018~~ International Property Maintenance Code (IPMC).

A. The following sections are hereby revised:

1. § 101.1. Delete: ~~[NAME OF JURISDICTION]~~, Insert: **the City of Seaford, Delaware**
2. § 102.3. Delete: ~~Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.~~
3. § 103 Delete Title: ~~DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION~~, Insert: **CODE DEPARTMENT**
4. § 103.1 Delete: ~~department of property maintenance inspection~~, Insert: **Code Department**  
  
Delete: ~~code official~~, Insert: **Building Official**  
  
Insert at the end of the paragraph: **All references within this Code, to "Department of Property Maintenance Inspection", are hereby deleted and replaced with "Code Department". All references within this Code, to "code official", are hereby deleted and replaced with "Building Official".**
5. § 103.2 Delete: ~~The code official shall be appointed by the chief appointing authority of the jurisdiction~~, Insert: **The Building Official shall be hired by the City Manager**
6. § 103.5. Delete: ~~schedule. [JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]~~,

Insert:

- A. When the City of Seaford has affected the abatement of a violation by its own employees or has paid for the abatement of such violation by its agents or contractors, the actual costs thereof and any related expenses along with an administrative fee of one hundred dollars (\$100.00) shall be charged to the owner of such property and, if not sooner paid, such charge will be carried on the records of the City of Seaford and shall be collectible in the same manner as real estate taxes are collected.
  - B. When the City of Seaford has, for the second time and any additional times at such property, effected the abatement of a violation by its own employees or has paid for the abatement of such violation by its agents or contractors, the actual costs thereof and any related expenses along with an administrative fee of five hundred dollars (\$500.00) shall be charged to the owner of such property and, if not sooner paid, such charge will be carried on the records of the City of Seaford and shall be collectible in the same manner as real estate taxes are collected.
  - C. Interest on all outstanding balances owed to the City shall be charged at the rate of eighteen percent (18%) per annum to be applied thirty (30) days following the date of completion of the work. If not paid by the owner or occupier thereto, said bill shall be charged to the owner or occupier of such property.
7. § 105.4 ~~Delete: The use of used materials which meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved by the code official.~~  
Insert: No permits shall be issued by the Building Official unless the structure to be erected, constructed, enlarged, altered, repaired, moved or emplaced shall be of new materials and equipment.
8. § 111.2 ~~Delete: consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction.~~  
Insert: be the City Council.  
~~Delete: The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.~~
9. § 111.2.1 ~~Delete: Alternate members. The chief appointing authority shall appoint two or more alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.~~  
Insert: Deleted.
10. § 111.2.2 ~~Delete: shall annually select one of its members to serve as chairman.~~ Insert: chairman shall be the Mayor.
11. § 111.2.4 ~~Delete: chief administrative officer shall designate a qualified person to.~~ Insert: City Manager shall

12. § 112.4 Delete: ~~[AMOUNT] dollars~~, Insert: one hundred dollars (\$100.00)

Delete: ~~[AMOUNT] dollars~~, Insert: five hundred dollars (\$500.00)

13. § 302.4 Delete: ~~(jurisdiction to insert height in inches)~~, Insert: ten (10) inches

14. § 304.14. Delete: ~~During the period from [DATE] to [DATE]~~,

15. § 602.3. Delete: ~~during the period from [DATE] to [DATE]~~

16. § 602.4. Delete: ~~during the period from [DATE] to [DATE]~~

§ 4.1.7 Amendments to the 2009-2018 International Energy Conservation Code (IECC).

A. The following sections are hereby revised:

1. § C101.1. Delete: ~~[NAME OF JURISDICTION]~~, Insert: the City of Seaford, Delaware

2. § C1074.2 Delete: ~~applicable governing authority~~, Insert: City Council

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3. § C1074.3 Delete: ~~code official~~, Insert: City Council

4. § C1074.4 Delete: ~~prescribed by law~~, Insert: as established by City Council

5. § C1074.5 Delete: ~~Refunds. The code official is authorized to establish a refund policy.~~ Insert: Deleted.

6. § C108.4 Delete: ~~[AMOUNT] dollars applicable governing authority~~, Insert: one hundred dollars (\$100.00) City Council.

Delete: [AMOUNT] dollars, Insert: five hundred dollars (\$500.00)

7. § C109.1 Delete: ~~appointed by the governing body and shall hold office at its pleasure.~~, Insert: the City Council.

8. § C109.3 Delete: ~~Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are not employees of the jurisdiction.~~ Insert: Deleted.

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9. § R101.1. Delete: ~~[NAME OF JURISDICTION]~~, Insert: the City of Seaford, Delaware

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10. § R104.2 Delete: ~~applicable governing authority~~, Insert: City Council

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11. § R104.3 Delete: ~~code official~~, Insert: City Council

12. § R104.4 Delete: ~~prescribed by law~~, Insert: as established by City Council

13. § R104.5 Delete: ~~Refunds. The code official is authorized to establish a refund policy.~~ Insert: Deleted.

14. § R108.4 Delete: ~~applicable governing authority~~, Insert: City Council.

15. § R109.1 ~~Delete: appointed by the governing body and shall hold office at its pleasure.~~ Insert: the City Council.

8-16. § R109.3 ~~Delete: Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are not employees of the jurisdiction.~~ Insert: Deleted.

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§ 4.1.8 through § 4.1.99      RESERVED

**ARTICLE 2 - NUMBERING OF BUILDINGS**

[Amended on 06/11/2013 by Ordinance #2013-04]

**§ 4.2.1 Purpose.**

The purpose of this Article is to require the clear display of properly assigned address numbers on every residential, commercial and/or industrial building as well as individual units within those buildings. This will support the enhanced 911 system by assisting emergency service personnel and the general public in identifying any property during an emergency.

**§ 4.2.2 Numbers designated by the City.**

- A. It shall be the duty of the property owner to obtain the street address for a building from the City Building Official.
- B. Properties that are currently annexed into the City, which are surrounded by properties with the current City addressing format, shall be assigned an address to coincide with the current City addressing format.
- C. Properties that are currently annexed into the City, which are surrounded by properties with the current Sussex County addressing format, shall be assigned an address to coincide with the current Sussex County addressing format.
- D. Properties along Sussex Highway shall be addressed by Sussex County.
- E. Properties that are annexed into the City in the future shall be evaluated by the Building Official on a case by case basis with regard to their inclusion into the State of Delaware E911 system.
- F. In all cases, the City Building Official shall confer with the Post Master of the US Post Office, Seaford, Delaware as well as the Sussex County Mapping & Addressing Department for their concurrence on the assignment of an address prior to issuance.

**§ 4.2.3 Responsibility of owners.**

- A. **NO** Certificate of Occupancy shall be issued until the assigned Property number has been displayed in accordance with the requirements of this Ordinance.
- B. All buildings used for residential, commercial, institutional or governmental purposes shall be provided with an address identifying the buildings.
- C. It shall be the responsibility of the property owner, trustee, lessee, agent and/or occupant of each building to display address numbers of said building as required under this Article and to maintain such numbers at all times.

**§ 4.2.4 Placement of numbers.**

The following requirements for the placement of numbers shall apply:

- A. On residential structures:

1. All entrances from public streets to buildings fronting thereon shall be numbered as provided in this Article. The numbers shall be placed in the immediate area of each entrance.
2. The numbers shall be clearly visible from the center line of the street; mounted in a secure manner on the front wall or porch.
3. All address numbers shall be a minimum of three (3) inches in height. They shall be placed to read from left to right or vertically from top to bottom.
4. On the mailbox of residential structures the numbers shall be three (3) inches in height and made of light reflective numbers.

**B. On all industrial and commercial structures:**

1. Address numbers shall be displayed not less than ten (10) inches in height. When possible, the number shall be displayed beside or over the main entrance of the structure. In higher density commercial areas, the height of the numbers may be reduced only with the approval of the Building Official.
2. Whichever method is chosen, the address must clearly identify which structure the address belongs to and must be visible from both sides of the street or road during both daylight and nighttime hours.

**§ 4.2.5 Visibility.**

- A.** Numbers should be of reflective material or of sufficient visual contrast to the background material to be easily discernible with the aid of an emergency vehicle spotlight.

**§ 4.2.6 Multiple entrances and/or buildings.**

- A.** Where a structure has more than one entrance serving separate occupants, a separate number should be posted on, above or to the side of the doorway to each unit. The building number must be clearly visible on each building and each apartment or condominium sufficiently labeled with individual and specific numbers.
- B.** Where there are multiple buildings at the same address, each building shall have posted the building number.
- C.** Commercial or Industrial facilities with rear doors that service separate tenants shall have these access points labeled with individual and specific numbers a minimum of three (3) inches in height.

**§ 4.2.7 Notice to comply.**

- A.** The City Building Official or his designee shall be authorized to enter upon private property for the purposes of inspection and to give notice by personal service or certified mail to the property owner in violation of this Ordinance directing them to abate the situation within thirty (30) days after issuance of notice.
- B.** If the violation has not been corrected in compliance with the requirements of this Ordinance, the property owner shall be charged with a violation of said notice and shall be assessed a fee in the amount of fifty dollars (\$50.00), A notice of the

assessment of the fee shall be sent to the property owner by certified mail, return receipt requested, and, if not sooner paid, such charge will be carried on the records of the City of Seaford and shall be collectible in the same manner as real estate taxes are collected.

- C. Interest on all outstanding balances owed to the City shall be charged at the rate of eighteen percent (18%) per annum to be applied thirty (30) days following the date of completion of the work. If not paid by the owner or occupier thereto, said bill shall be charged to the owner or occupier of such property.

**§ 4.2.8 Recorded statement constitutes lien.**

- A. If the fee is not paid, the Building Official shall cause to be recorded in the Finance Department of the City a sworn statement showing the cost of the administrative fee.
- B. The Finance Department shall charge these costs against the real estate upon which the work was performed and bill the property owner for said charges.
- C. Where the full amount due the City is not paid by such owner within thirty (30) days, the City Solicitor shall file a lien against the property for all charges including but not limited to administrative costs, court costs and reasonable attorney's fees.

**§ 4.2.9 Appeals.**

- A. Within ten (10) days from the service of notice as provided for in this Article, the owner or his agent may file with the City Council stating in detail the reasons as to why the action proposed by the Building Official should not be taken.
- B. Upon receipt of such appeal, the City Council shall put the cause on its agenda at its earliest convenience, notify the protestant thereof and hear the merits of the appeal.
- C. The City Council may reserve the action of the Building Official for any error of fact or law, or upon finding that the enforcement constitutes an undue hardship upon the property owner which the property owner is physically or financially unable to comply with.
- D. If the protestant is dissatisfied with the decision of the City Council, he shall have the right to appeal to a court of competent jurisdiction, provided that such appeal be taken within thirty (30) days after the protestant is notified (either at the hearing or in writing) of the City Council's decision.

**§ 4.2.10 through § 4.2.99 RESERVED**

**ARTICLE 3 - HOUSING CODE**

*[Amended on 06/11/2013 by Ordinance #2013-04]*

**§ 4.3.1 Title and scope.**

This Ordinance shall be known as the City of Seaford Housing Code, which establishes minimum property maintenance standards for structures covered by this ordinance, and is herein sometimes referred to as the "City Housing Code" or "Code" and shall apply to and include the entire City of Seaford, except as may be exempted by this Ordinance.

**§ 4.3.2 Purpose.**

This Ordinance is intended to protect the public safety, health and welfare in all residential structures and on all residential premises, as hereinafter provided by:

- A. Establishing minimum maintenance standards for all residential structures and premises for basic equipment and facilities for light, ventilation, heat and sanitation; for safety from fire; for space; and for safe and sanitary maintenance of all structures and premises;
- B. Fixing the responsibilities of owners, operators and occupants of all structures; and
- C. Providing for administration, enforcement and penalties.

**§ 4.3.3 Applicability.**

- A. The provisions of the City Housing Code shall apply to all residential structures used for human habitation. The provisions are designed to:
  - 1. Eliminate or prevent substandard conditions with respect to structures;
  - 2. Protect against fire hazards;
  - 3. Provide for adequate space for light and air;
  - 4. Provide for proper heating and ventilating; and
  - 5. Eliminate unsanitary conditions, and overcrowding.
- B. Every portion of a building or premises used, or intended to be used, for residential purposes shall comply with the provisions of this Ordinance, including hotels and motels serving transient guests, migratory labor housing, rest homes, convalescent homes, nursing homes, recreational campers and Civil Defense Shelters. For the purpose of this Ordinance, regulations by the State of Department of Health and Social Services for Migratory Labor Camps also will apply to migrant housing.

**§ 4.3.4 Liberal Interpretation.**

- A. The provisions of this entire Ordinance shall be liberally interpreted so as to minimize displacement of persons whose dwelling units may deviate for this Ordinance's specifications, but do not pose an imminent threat to the health, safety and general welfare of the occupants and other persons.

- B. Additionally, this Ordinance is to be liberally interpreted so as to minimize hardships to persons that inhabit or own dwelling units which deviate from this Ordinance's specifications, but pose an imminent threat to the health, safety and general welfare of the occupants and other persons.

**§ 4.3.5 Exemptions.**

- A. This Ordinance does not replace or modify requirements otherwise established for the construction, repair, alteration or use of buildings and facilities related thereto.
- B. Nothing in this Ordinance shall be deemed to abolish or impair existing rights or remedies of the State, County or municipality or its officers or agencies relating to the removal or demolition of any buildings which are deemed to be unsafe or unsanitary.
- C. As determined by the Building Official in any case where a provision of any other ordinance, regulation, or statute of the State, County or municipality existing on the effective date of this Ordinance or hereafter enacted establishes a lower standard for the promotion and protection of the safety and health of the public, the provisions of this Ordinance shall govern. The provisions of this Code shall apply to all existing structures as well as future structures.
- D. **Hardship:**
  - 1. When the literal application of the requirements of this Ordinance would cause undue hardships or the displacement of low income occupants with no affordable housing alternatives, an exception may be granted by the appropriate appeals board upon written petition under § 4.3.28.
  - 2. Such petition shall state the reason therefore.
  - 3. Such exceptions shall be made in writing.
  - 4. In such cases where it is necessary to make safe an unsafe structure or correct an unhealthy condition, every effort shall be made to make the necessary corrections without causing undue hardship to the occupant or owner and without causing the displacement of said persons.
- E. **Special conditions:**
  - 1. When unusual building conditions or building sites exist, an exception may be granted by the Building Official upon written petition.
  - 2. Such petition shall state what these special conditions are, and such exceptions shall be made in writing and only when it is clearly evident that reasonable safe and sanitary conditions are assured, and such exceptions shall be conditioned in such a manner to achieve those ends.

**§ 4.3.6 Definitions.**

- A. Words used in the present tense include the future, the singular includes the plural and plural includes the singular. Unless otherwise expressly stated, where terms are not defined under the provisions of this Ordinance, they shall have ascribed to them their ordinarily accepted meanings or such as the context herein may imply. Whenever the words "multi-family dwelling", "residence Building", "dwelling unit",

"mobile home", or "premises" are used in this Ordinance, they shall be construed as though they were followed by the word, "or any part thereof".

B. The following terms are defined as listed below:

**Acting Building Official:** In the absence of the Building Official the Acting Building Official shall be assigned by the City Manager and shall have the same duties and powers granted in § 4.3.22 of this Ordinance.

**Approved:** Approved, as applied to material, device, or method of construction, shall mean approved by Code Official under the provisions of this Ordinance or approved by other authority designated by law to give approval in the matter in question.

**Basement:** That portion of a building which is partly below and partly above grade, and having at least one-half (1/2) its height above grade (see "Cellar").

**Building Official:** The official who is charged with the administration and enforcement of this Ordinance, or any duly authorized representative. Whenever the words "Building Official" are used in this Ordinance it shall also be construed as "Code Official" and "Code Inspector".

**Cellar:** That portion of a building which is partly or completely below grade, and having at least one-half (1/2) its height below grade (see "basement").

**Central heating:** The heating system permanently installed and adjusted so as to provide the distribution of heat to all habitable rooms, bathrooms and water closet compartments from a source outside of these rooms.

**Code Inspector:** A duly authorized representative of the Building Official charged with the responsibilities of administering and enforcing this Ordinance.

**Code Officer:** A duly authorized representative of the Building Official charged with the responsibilities of administering and enforcing this Ordinance.

**Condemn:** To adjudge unfit for residential use or human occupancy.

**Condemnation:** The act of judicially condemning.

**Community:** Any municipality in the County of Sussex.

**Dwelling** shall mean the following:

- **One-family dwellings:** A building containing one (1) dwelling unit with not more than three (3) lodgers or boarders.
- **Two-family dwelling:** A building containing two (2) dwelling units with not more than three (3) lodgers or boarders per family.
- **Multi-family apartment house:** A building or portion thereof containing more than two (2) dwelling units and not classified as a one or two-family dwelling.

- **Boarding house, lodging house and tourist house:** A building arranged or used for lodging, with or without meals, for compensation, by more than five (5) and not more than twenty (20) individuals.
- **Dormitory:** A space in a building where group sleeping accommodations are provided in one (1) room, or in a series of closely associated rooms for persons not members of the same family group.
- **Hotel:** Any building containing six (6) or more guest rooms intended or designed to be used, or which are used, rented or hired out to be occupied, or which are occupied for sleeping purposes by guests.

**Dwelling Unit:** A single unit providing complete, individual living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**Enforcement Officer:** The official designated herein or otherwise charged with the responsibilities of administering this Ordinance or the official's authorized representative.

**Exterior Property Areas:** The open space on the premises and on adjoining property under the control of owners or operators of such premises.

**Extermination:** The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poison spraying, fumigating, trapping, or by any other approved pest elimination methods.

**Family:** An individual or married couple and the children thereof with not more than two (2) other persons, living together as a single housekeeping unit in a dwelling unit.

**Garbage:** The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

**Habitable space:** Space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility space, and similar areas are not considered habitable space.

**Hotel:** See Dwellings.

**Infestation:** The presence, within or contiguous to a structure or premises, of insects, rats, vermin or other pests.

**Junk vehicle:** Any vehicle which is without a currently valid license plate or plates and is in either a rusted, wrecked, discharged, dismantled, partly dismantled, inoperative or abandoned condition. A junk vehicle shall be classified as to its condition in one (1) of the two (2) following categories:

- **Restorable:** A junk vehicle that is in a condition whereby repairs to same could be made to place it in operating condition without exceeding the estimated value when repaired.

- **Wreck:** A junk vehicle in such condition that is economically unsound to restore same to operating condition, considering the repairs to be made, age of the vehicle, market value of the vehicle if it were restored or in such condition that it warrants such classification.

**Let for occupancy or let:** To permit possession or occupancy of a dwelling, dwelling unit, rooming unit, building or structure by a person who shall be legal owner or not be the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

**Maintenance:** Conformance of a building and its facilities to the Code under which the building was constructed.

**Motel:** A hotel as defined in this ordinance.

**Multi-family (multiple) dwellings:** See Dwellings.

**Occupant:** Any person over one (1) year of age (including owner or operator) living and sleeping in a dwelling unit or having actual possession of said dwelling or rooming unit.

**Openable Area:** That part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

**Operator:** Any person who has charge, care or control of a structure or premises which are let or offered for occupancy.

**Overcrowded:** A dwelling shall be overcrowded when its occupancy exceeds the maximum number of persons permitted in § 4.3.11.

**Owner:** Any person, firm, corporation, receiver or officer (or agent thereof) who owns, holds or controls the whole, or any part of to freehold title (control of the freehold title is not intended to mean a tenant under any type of written or oral tenancy), to any real property, including, but not limited to, vacant land, buildings, dwelling units, commercial real property, etc., with or without accompanying actual possession thereof, and shall include, in addition to the holder of legal title, any vendee in possession thereof but shall not include a mortgagee or trustee under deed or trust, unless such mortgagee or trustee is in actual possession.

**Person:** Any individual, corporation or partnership.

**Plumbing:** The labor, materials, and fixtures used in the installation, maintenance, extension and alteration of all piping, fixtures, appliances and appurtenances.

**Plumbing fixture:** A receptacle or device, which is either permanently or temporarily connected to the water distribution system of the premises, and demands a supply of water therefrom; or discharges used water, liquid-borne waste materials, or sewage, either directly or indirectly, to the drainage system of the premises; or which requires both a water supply connection and a discharge to the drainage system of the premises.

**Premises:** A lot, plot or parcel of land, including the buildings or structures thereon.

**Public Nuisance:** Includes the following:

- The physical condition or use of any premises regarded as a public nuisance at common law; or
- Any physical condition, use or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures; or
- Any premises designated as having unsanitary sewerage or plumbing facilities; or
- Any premises designated as unsafe for human habitation or use; or
- Any premises which are manifestly capable of being a fire hazard, or are manifestly unsafe or unsecure so as to endanger life, limb or property; or
- Any premises from which the plumbing, heating or other facilities required by this Ordinance have been removed, or from which utilities such as water, sewer, gas and electricity have been disconnected, destroyed, removed or rendered ineffective, or the required precautions against trespassers have not been provided; or
- Any premises which are unsanitary, or which are littered with rubbish or garbage, or which have an uncontrolled growth of weeds; or
- Any structure or building that is in an advanced state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent as not to provide adequate shelter, in danger of collapse or structural failure and is dangerous to anyone on or near the premises.

**Renovation:** Work on a building and its facilities to make it conform to present day minimum standards of sanitation, fire and life safety.

**Residence Building:** A building in which sleeping accommodations, toilet, bathing and cooking facilities as a unit are provided.

**Rooming House:** Any residence building, or any part thereof, containing one (1) or more rooming units, in which space is let by the owner or operator to more than five (5) persons who are not members of the family (see Dwellings, boarding house).

**Rooming unit:** Any room or group of rooms forming a single habitable unit used, or intended to be used, for living and sleeping, but not for cooking or eating purposes.

**Rubbish:** The waste materials commonly referred to as rubbish and garbage, including garbage from normal household living conditions, including waste, food stuffs of vegetable or animal origin, paper products, fabrics, plastic and metal containers, bottles, crockery and other similar materials, and combustible and non-combustible waste materials, including the residue from the burning of wood, coal, coke, and other combustible material, paper, rags, cartons, boxes, wood excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass crockery, abandoned or inoperable machinery, bottles, wastepaper, cardboard,

sawdust piles, rubbish from building construction or reconstruction, uprooted tree stumps, street refuse and all other waste materials, including any abandoned unlicensed or inoperable motor vehicle.

**Structure:** That which is built or constructed, including without limitation because of enumeration, buildings for any occupancy or use whatsoever, fences, signs, billboards, fire escapes, chute escapes, railings water tanks, towers, open grade steps, sidewalks or stairways, tents or anything erected and framed to component parts, which is fastened, anchored or rests on a permanent foundation or on the ground.

**Supplied:** Installed, furnished or provided by the owner or operator.

**Ventilation:** The process of supplying and removing air by natural or mechanical means to or from any space.

- Natural: Ventilation by opening to outer air through windows, skylights, doors, louvers, or stacks without wind driven devices.
- Mechanical: Ventilation by power driven devices.

**Workmanlike:** Whenever the words "workmanlike state of maintenance and repair" are used in this ordinance they shall mean that such maintenance and repair shall be made in a reasonably skillful manner.

**Yard:** An open, unoccupied space on the same lot with a building extending along the entire length of the street, or rear or interior lot line.

#### § 4.3.7 Coordination of Enforcement.

- A. Inspection of premises and the issuing of orders in connection therewith under the provisions of this Ordinance shall be the exclusive responsibility of the Building Official.
- B. When, in the opinion of the Building Official, it is necessary or desirable to have inspections of any conditions by any other community, County or State agency, the Building Official shall arrange for this to be done in such a manner that the owners or occupants of the dwelling shall not be subjected to visits by numerous inspectors nor to multiple or conflicting orders.
- C. No order for correction of any violation under this Section, when coordination of enforcement is required, shall be issued without the approval of the Building Official and, before issuing any such order, the Building Official shall obtain the concurrence of any other department or agency having jurisdiction there over.

#### § 4.3.8 Minimum conditions of premises and buildings.

- A. The provisions of this Article shall describe the minimum conditions of residential premises and buildings to be used for human occupancy. Every residential building or structure occupied by humans, except as exempted by § 4.3.3 and § 4.3.5, and its premises shall comply with the conditions and standards herein prescribed when a deviation from such conditions and standards pose an imminent threat to the health, safety, and general welfare of the occupants and other persons. The Building Official

may cause periodic inspection to be made of residential buildings and premises to secure compliance with these requirements.

1. **Responsibility:** The owner of buildings and premises shall maintain such buildings and premises in compliance with these requirements. A person shall not occupy as owner-occupant or let to another for occupancy or use premises which do not comply with the requirements of this Section.
2. **Accessory structures:** All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in compliance with § 4.3.9 and § 4.3.10 of this article.
3. **Containers:** Garbage, vegetable wastes, or other putrescible materials shall be stored in leak-proof containers, provided with tight fitting covers, for the storage of such materials until removed from the premises for disposal.
4. **Exhaust vents:** Except as to previously existing and operating exhaust systems, no person shall construct, maintain, or operate pipes, ducts, conductors, fans or blowers discharging gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulated wastes so as to discharge directly upon abutting or adjacent public or private property, or property of another tenant.
5. **Grading and drainage:** All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon.
6. **Insect and rat control:** All premises shall remain free of insects, rats, vermin, or other pests in all exterior areas of the premises.

An owner shall be responsible for extermination, except that the occupant shall be responsible for such extermination in the exterior areas of the premises of a single-family dwelling.

Extermination in the shared or public parts of the premises of the other than a single-family dwelling shall be the responsibility of the owner.

7. **Motor vehicles:** All premises, except as provided in other regulations, shall not contain any unregistered or uninspected or junk vehicles that pose a threat to the health, safety and general welfare of the occupants or other persons.
8. **Noxious weeds:** All premises in predominately residential areas shall be kept free from weeds or plant growth, which are noxious or detrimental to the public health and welfare, and shall be trimmed to a height of not more than ten (10) inches.
9. **Sanitation:** All premises shall be maintained in a clean, safe and sanitary condition free from any accumulation of rubbish or garbage.
10. **Vacant structures and land:** All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure, and sanitary condition as provided herein so as not to cause blight or adversely affect the public health or safety.

§ 4.3.9 Exterior structure.

- A. The exterior of a structure shall be maintained structurally sound and sanitary so as not to pose a threat to the health and safety of the occupants and so as to protect the occupants from the environment.
1. **Basement and window hatchways:** Every basement or cellar hatchway or window shall be so maintained as to prevent the entrance of rats, insects, rain, and surface drainage into the structure.
  2. **Chimneys:** All chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained structurally safe, sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay.
  3. **Decorative features:** All cornices, trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
  4. **Door hardware:** Every exterior door, door hinge, and door latch shall be maintained in good condition. Door locks in dwelling units shall be in good repair and capable of tightly securing the door.
  5. **Exterior surfaces (foundations, walls and roof):** Every foundation, exterior wall, roof and all other exterior surfaces shall be maintained in a workmanlike state of maintenance and repair and shall be kept in such condition so as to exclude rats.
  6. **Exterior walls:** Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other condition which might admit rain or dampness to the interior portions of the walls or to the occupied spaces of the building. All exterior surface materials, including wood, composition, or metal siding, shall be maintained weatherproof so as to prevent deterioration.
  7. **Foundation walls:** All Foundation walls shall be maintained so as to carry the safe design and operating dead and live loads, plumb and free from open cracks and breaks, except as necessary to release excessive water pressure on the wall so as not to be detrimental to public safety and welfare.
  8. **Glazing:** Every required window sash shall be fully supplied with glazing materials which securely hold in place window glass.
  9. **Lead based paint:** Lead based paint with a lead content of more than one-half percent (0.5%) shall not be applied to any interior or exterior surface of a dwelling or dwelling unit, including fences and outbuildings upon any premises. Any structure built prior to 1978 has the potential to contain lead based paint, and in these structures peeling paint must be evaluated for lead and properly treated through approved methods if found.  
  
The HUD/EPA lead-based paint disclosure rule, 1.0 milligrams per square centimeter (mg/cm<sup>2</sup>) or 0.5% by weight is the standard that must be used, as defined by Title X of the 1992 Housing and Community Development Act.
  10. **Openable windows:** Every window, other than a fixed window, shall be capable of being opened and shall be held in position by window hardware. One-half of the window area is to be openable.

11. **Roofs:** The roof shall be structurally sound, tight, and not have defects which might admit rain and roof drainage, shall be adequate to prevent rain water from causing dampness in the walls or interior portion of the building.
12. **Signs, marquees, and awnings:** All canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar overhang extensions shall be maintained in good repair, shall be properly anchored so as to be kept in a safe and sound condition, and shall be protected from the elements and against decay.
13. **Stairs and porches:** Every stair, porch, balcony, and all appurtenances attached thereto shall be so maintained as to be safe to use and capable of supporting the loads to which it may be subjected and shall be maintained in sound condition and repair.
14. **Structural members:** All supporting structural members of all structures shall be maintained structurally sound, free of deterioration and capable of safely bearing the dead and live loads imposed upon them.
15. **Weathertight:** Every window and exterior door shall be fitted reasonably in its frame and be weather tight. Weather stripping shall be used as necessary to exclude wind or rain from entering the dwelling or structure and shall be kept in sound condition and good repair.
16. **Window and door frames:** Every window, door, and frame shall be maintained, in such relation to the adjacent wall construction, so as to exclude rain as completely as possible and to substantially exclude wind from entering the building.

§ 4.3.10 Interior Structure.

- A. The interior of a structure and its equipment shall be maintained structurally sound and in a sanitary condition so as not to pose a threat to the health and safety of the occupants and to protect the occupants from the environment.
  1. **Bathroom and kitchen floors:** Every toilet, bathroom and kitchen floor surface shall be constructed and maintained so as to permit such floor to be easily kept in a clean and sanitary condition.
  2. **Exit doors:** Every door available as an exit shall be capable of being opened easily from the inside.
  3. **Exit facilities:** All interior stairs and railings and other exit facilities of every structure shall be maintained in sound condition and good repair by replacing treads and risers that evidence excessive wear or are broken, warped or loose, every inside stair shall be so constructed and maintained as to be safe to use and capable of supporting the anticipated loads.
  4. **Free from dampness:** Cellars, basements and crawl spaces shall be maintained free from standing water so as to prevent conditions conducive to decay or deterioration of the structure.
  5. **Insect and rat harborage:** All structures shall be kept free from insect and rat infestation, and where insects or rats are found, they shall be promptly

exterminated by acceptable processes which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.

6. **Interior surfaces:** Floors, walls, including windows and doors, ceilings, and other interior surfaces shall be maintained in good, clean and sanitary conditions.
7. **Lead based paint:** Lead based paint with a lead content of more than one-half percent (0.5%) shall not be applied to any interior or exterior surface of a dwelling or dwelling unit, including fences and outbuildings upon any premises. Any structure built prior to 1978 has the potential to contain lead based paint, and in these structures peeling paint must be evaluated for lead and properly treated through approved methods if found.  
  
The HUD/EPA lead-based paint disclosure rule, 1.0 milligrams per square centimeter (mg/cm<sup>2</sup>) or 0.5% by weight is the standard that must be used, as defined by Title X of the 1992 Housing and Community Development Act.
8. **Sanitation:** The interior of every structure shall be maintained in a clean and sanitary condition free from any accumulation of rubbish, refuse or garbage. Rubbish, garbage, and other refuse shall be properly kept inside temporary storage facilities.
9. **Stairs, porches and railings:** Stairs, porches, railings, and other exit facilities shall be adequate for safety.
10. **Storage:** Garbage or refuse shall not be allowed to accumulate or be stored in public halls or stairways.
11. **Structural members:** The supporting structural members of every building shall be maintained structurally sound, not showing any evidence of deterioration which would render them incapable of carrying the imposed loads.

#### § 4.3.11 Light, ventilation and Space Requirements.

- A. All spaces or rooms shall be provided sufficient light so as not to endanger health and safety. All spaces or rooms shall be provided sufficient natural or mechanical ventilation so as not to endanger health and safety. Where mechanical ventilation is provided in lieu of natural ventilation, such mechanical ventilation system shall be maintained in operation during the occupancy of any structure or portion thereof.
  1. **Area for sleeping purposes:** Every room occupied for sleeping purposes by one (1) occupant shall contain at least sixty-four (64) square feet of floor area.
  2. **Basement rooms and cellar rooms:** Basement and cellar rooms partially below grade shall not be used for sleeping purposes, unless the basement and cellar room (or rooms) is (are) within the specifications for sleeping rooms as provided for in this code.
  3. **Common access:** A habitable room, bathroom, or water closet compartment, which is accessory to a dwelling unit, shall not open directly into or be used in conjunction with a food store, barber or beauty shop, doctor's or dentist's examination or treatment room, or similar room used for public purposes.

4. **Common halls and stairways:** Every common hall and stairway in every building, other than one-family dwellings, shall be adequately lighted at all times with an illumination of at least a sixty (60) watt light bulb. Such illumination shall be provided throughout the normally traveled stairs and passageways.
5. **Cooking:** Primary cooking facilities shall not be permitted in any sleeping room or dormitory unit, except for efficiency apartments.
6. **Dwelling units:** Every dwelling unit shall contain a minimum gross floor area of not less than one hundred fifty (150) square feet for the first occupant, and one hundred (100) square feet for each additional occupant. The floor area shall be calculated on the basis of the total area of all habitable rooms.
7. **Light in habitable rooms:** Every habitable room except kitchens toilet rooms, basement or cellar rooms, and interior rooms of town houses and row houses, shall have at least one (1) window facing directly to the outdoors, a court or a porch. Every habitable room, except kitchens and toilet rooms, shall have at least one (1) door or window which can be opened to adequately ventilate the room. Kitchens, toilet rooms without windows, basement or cellar rooms, and interior rooms of townhouses and row houses shall have natural or mechanical ventilation. Size of windows shall not be less than eight percent (8%) of the floor area.
8. **Minimum ceiling heights:** Habitable rooms shall have a clear ceiling height over the minimum area required by this Code at not less than seven (7) feet, four (4) inches, except that in attics, basements, or top half stories the ceiling height shall not be less than seven (7) feet over not less than one-third (1/3) of the minimum area required by this Code when used for sleeping, study or similar activity. In calculating the floor area of such rooms only those portions of the floor area of the room having a clear ceiling height of five (5) feet or more may be included.
9. **Other spaces:** All other spaces shall be provided with natural or artificial light of sufficient intensity and so distributed as to permit the maintenance of sanitary condition, and the safe use of the space and the appliances and fixtures.
10. **Overcrowding:** If any room used for residential purposes is overcrowded as defined in § 4.3.6; the Building Official may order the number of persons sleeping or living in said room to be reduced.
11. **Privacy:** Hotel units, lodging units, and dormitory units shall be designed to provide privacy and be separate from other adjoining spaces.
12. **Prohibited use:** It shall be prohibited to use for sleeping purposes any kitchen, non-habitable space, or public space.
13. **Separation of unit:** Dwelling units shall be separate and apart from each other. Within the exception of crib rooms or rooms accommodating handicapped individuals, sleeping rooms shall not be used as the only means of access to other sleeping rooms.
14. **Toilet rooms:** Every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms as required by §4.3.11, (A) (7), except that a window shall not be required in bathrooms or

water closet compartments equipped with an approved mechanical ventilation system.

**§ 4.3.12 Plumbing Facilities and Fixtures Requirements.**

- A. Every dwelling unit shall include its own plumbing facilities which are in proper operating condition, can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste. All plumbing is to be installed in accordance with the City Plumbing Code.
1. **Access for cleaning:** Plumbing fixtures shall be installed so as to permit easy access for cleaning both the fixtures and the areas about them.
  2. **Bathtub or shower:** Every dwelling unit shall contain a room which affords privacy to a person in said room and which is equipped with a bathtub or shower supplied with hot and cold running water.
  3. **Connections:** Water supply lines, plumbing fixtures, vents and drains shall be properly installed connected and maintained in working order and shall be kept free from obstructions, leaks and defects and capable of performing the function for which they are designed. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other facility shall be properly connected to either a public sewer system or to an approved private sewage disposal system.
  4. **Contamination:** The water supply shall be maintained free from contamination and all water inlets from plumbing fixtures shall be located above the overflow rim of the fixture.
  5. **Direct access:** Toilet rooms and bathrooms shall not be used as a passageway to a hall or other space, or to the exterior. At least one (1) toilet or bathroom in a dwelling unit shall be accessible from any sleeping room without passing through another sleeping room.
  6. **Floors:** Bathrooms and toilet rooms shall be provided with floors of moisture resistant material.
  7. **Hotels:** Where private water closets, lavatories, and baths are not provided, one (1) water closet, one (1) lavatory and one (1) bathtub, accessible from a public hallway, shall be provided on each floor. Each lavatory, bathtub or shower shall be supplied with hot and cold water at all times.
  8. **Maintenance:** All plumbing facilities shall be maintained in a clean and sanitary condition by the occupant so as not to breed insects and rats or produce dangerous or offensive gases or odors. Every plumbing stack, waste and sewer line shall be so installed and maintained as to function properly and shall be kept free from obstructions, leaks and defects to prevent structural deterioration or health hazards.
  9. **Privacy:** Toilet rooms and bathrooms shall be designed and arranged to provide privacy.
  10. **Rooming houses:** At least one (1) water closet, lavatory basin and bathtub or shower, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each four (4) rooms within a rooming

house, wherever said facilities are shared. Every lavatory basin and bathtub or shower shall be supplied with hot and cold water at all times.

- 11. Same story:** Toilet rooms and bathrooms serving hotel units, lodging units, or dormitory units, unless located within such respective units, or directly connected thereto, shall be provided on the same story with such units, and be accessible only from a common hall or passageway.
- 12. Sink:** Every dwelling unit shall contain a kitchen sink apart from the lavatory required under §4.3.12, (A) (15) and shall be supplied with hot and cold running water.
- 13. Storm Drainage:** An approved system of storm water disposal shall be provided and maintained for the safe and efficient drainage of roofs and paved areas, yards and courts, and other open areas on the premises.
- 14. Supply:** The water supply systems shall be installed and maintained to provide, at all times, a supply of water to plumbing fixtures, devices, and appurtenances in sufficient volume and at pressures adequate to enable them to function satisfactorily.
- 15. Water closet and lavatory:** Every dwelling unit shall contain a lavatory and a water closet supplied with cold running water. The water closet shall not be located in a habitable room. The lavatory may be placed in the same room as the water closet, or if located in another room, the lavatory shall be located in close proximity to the door leading directly into the room in which said water closet is located. The lavatory shall be supplied with hot and cold running water. All running water shall be under pressure. Water supply shall be deemed adequate if it is capable of delivering thirty five (35) gallons per person per day to the house at a peak of two and one half (2 ½) times the average hourly demand.
- 16. Water conservation:** Plumbing fixtures which are replaced shall be of water saving construction and use.
- 17. Water heating facilities:** Water heating facilities shall be properly installed, properly maintained and properly connected with hot water lines to the fixtures required to be supplied with the hot water. Water heating facilities shall be capable of heating water to such a temperature so as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub, shower and laundry facility or other similar units, at a temperature of not less than one hundred ten degrees (110°) Fahrenheit .

**§ 4.3.13 Heating, cooking and refrigeration facilities.**

- A.** Every dwelling unit and guest room shall be provided with heating facilities capable of maintaining a room temperature of sixty-five degrees (65°) Fahrenheit at a point three (3) feet above the floor and three (3) feet from an exterior wall in all habitable rooms, bathrooms and toilet rooms. In every dwelling unit that contains cooking and baking facilities for the purpose of preparation of food, such facilities shall be properly installed by the owner and operated and kept in a clean and sanitary working condition by the occupant.

1. **Clearances:** All required clearances from combustible materials shall be maintained.
2. **Climate Control:** When facilities for interior climate control (heating, cooling, or humidity) are integral functions of structures used as dwelling units, such facilities shall be maintained and operated in a continuous manner in accordance with the designed capacity.
3. **Combustion Air:** A supply of air for complete combustion of the fuel and for ventilation of the space shall be provided to the fuel burning equipment.
4. **Cooking and heating equipment:** All cooking and heating equipment components, and accessories in every heating, cooking, and water heating device shall be maintained free from leaks and obstructions, and kept functioning properly so as to be free from fire, health and accident hazards.
5. **Flue:** All fuel burning equipment, designed to be connected to a flue, chimney or vent, shall be connected in an approved manner.
6. **Fireplaces:** Fireplaces and other devices intended for the use similar to a fireplace, including wood and coal burning stoves, shall be stable and structurally safe and connected to approved chimneys.
7. **Installation:** All mechanical equipment shall be properly installed and safely maintained in good working condition, and be capable of performing the function for which it was designed and intended.
8. **Refrigeration:** In every dwelling unit that contains a refrigeration unit for the temporary preservation of perishable foods, such unit shall be capable of maintaining an average temperature below forty-five degrees (45°) Fahrenheit, and shall be properly installed by the owner and operated and kept in a clean and sanitary working condition by the occupant.
9. **Safety controls:** All safety controls for fuel burning equipment shall be maintained in effective operation.

**§ 4.3.14 Electrical facilities.**

- A. **Defective system:** Where it is found, in the opinion of the Building Official, that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the Building Official shall require the defects to be corrected to eliminate the hazard.
- B. **Installation:** All electrical equipment, wiring and appliances shall be installed and maintained in a safe manner in accordance with all applicable laws. All electrical equipment shall be of an approved type.
- C. **Outlets required:** Where there is electric service available to a structure, the following outlets shall be provided:
  1. Habitable rooms (ALL) of a dwelling unit and every guest room:

- Two (2) separate and remote outlets, one (1) of which may be a ceiling or wall type electric light fixture.
2. Kitchen:
    - Three (3) separate and remote wall type electric convenience outlets; or
    - Two (2) such convenience outlets; and
    - One (1) ceiling or wall type electric light fixture.
  3. Public hall, water closet compartment, bathroom, laundry room or furnace room
    - One (1) electric light fixture; and
    - In addition to the electric light fixture in every bathroom and laundry room, there shall be provided at least one (1) electric outlet.
    - Any new bathroom outlet shall have a ground fault circuit interrupter protection.
  4. Every such outlet shall be maintained in good and safe working condition and shall be connected to the source or electrical power in a safe manner.

**§ 4.3.15 Fire Safety Requirements.**

- A. A safe, continuous and unobstructed means of egress shall be provided from the interior of a structure to the exterior at a street, or to a yard, court, or passageway leading to a public open area at a grade. All fire protection and life safety devices and equipment shall be maintained in accordance with the provisions of the Fire Prevention Rules and Regulations of the State of Delaware, and the City of Seaford Building Code.
  1. **Accumulations:** Waste, refuse, or other materials shall not be allowed to accumulate in stairways, passageways, doors, windows, fire escapes, or other means or egress.
  2. **Direct exit:** Every dwelling unit or guest room shall have access directly to the outside or to a public corridor.
  3. **Exit signs:** All exit signs shall be maintained, illuminated and visible.
  4. **Fire alarm:** Fire alarms and detecting systems shall be maintained and be suitable for their respective purposes.
  5. **Fire escapes:** All required fire escapes shall be maintained in working condition and structurally sound.
  6. **Fire extinguishers:** All portable fire extinguishers shall be visible and accessible, and maintained in an efficient and safe operating condition.
  7. **Fire suppression system:** Fire suppression systems shall be maintained in good condition, free from mechanical injury. Sprinkler heads shall be maintained clean, free of corrosion and paint, and not bent or damaged.
  8. **Flammable materials:** Highly flammable or explosive matter, such as paints, volatile oils, and cleaning fluids, or combustible refuse, such as wastepaper, boxes, and rags, shall not be accumulated or stored on residential premises except in reasonable quantities consistent with normal usage.

- 9. Locked doors:** All doors in the required means of egress shall be readily openable from the inner side. Exits from dwelling units, hotel units, lodging units, and dormitory units shall not lead through other such units, or through toilet rooms or bathrooms.
- 10. Residential unit:** A dwelling unit or rooming unit shall not be located within a structure containing an establishment handling, dispensing or storing flammable liquids with a flash point of one hundred ten degrees (110°) Fahrenheit or lower.
- 11. Smoke detector system:** Every dwelling unit shall be provided with approved smoke detectors tested and installed in accordance with the Fire Prevention Rules and Regulations of the State of Delaware and the Building Code of the City of Seaford. When activated, the detector shall be tested in accordance with and meet the requirements of the UL 217, Single and Multiple Station Smoke Detectors.

**§ 4.3.16 Responsibilities of Persons.**

- A. Cleanliness:** Every occupant of a structure or part thereof shall keep that part of the structure or premises thereof, which that occupant occupies, controls, or uses, in a clean and sanitary condition. Every owner of a dwelling containing two (2) or more dwelling units shall maintain, in a clean and sanitary condition, the shared or public areas of the dwelling and premises thereof. The owner of the dwelling is responsible for the cleaning of the occupant's area before the space is rented to the occupant.
- B. Disposal of garbage:** Every occupant of a structure or part thereof shall dispose of garbage in a clean and sanitary manner, securely wrapping such garbage and placing it in tight garbage storage containers as required by this code, or by such other disposal method as may be required by applicable laws or ordinances.
- C. Disposal of rubbish:** Every occupant of a structure or part thereof shall dispose of all rubbish in a clean and sanitary manner by placing it in rubbish containers, equipped with tight fitting covers, as required by this Code.
- D. Food preparation:** All spaces used, or intended to be used for food preparation, shall contain suitable space and equipment to store, prepare and serve food in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage when necessary.
- E. Furnished by occupant:** The equipment and fixtures furnished by the occupant of a structure shall be properly installed, and shall be maintained in good working condition, kept clean and sanitary, and free of defects, leaks or obstructions.
- F. Rubbish storage facilities:** Every dwelling unit shall be supplied with approved containers and covers for storage of rubbish, and the owner, operator or agent in control of such dwelling shall be responsible for the removal of such rubbish.
- G. Supplied fixtures and equipment:** The owner or occupant of a structure or part thereof shall keep the supplied equipment and fixtures therein clean and sanitary, and shall be responsible for the exercise of reasonable care in their proper use and operation.

**§ 4.3.17 Extermination.**

- A. The owner of any structure shall be responsible for extermination of insects, rats, vermin, rodents or other pests within the structure prior to renting, leasing, or selling the structure.
1. **Extermination procedures:** The owner is responsible for making the structure rodent proof. All baits used for extermination shall be used as stated on the package label.
  2. **Multiple occupancy:** Every owner, agent or operator of two (2) or more dwelling units or multiple occupancies, or rooming houses, shall be responsible for the extermination of any insects, rats or other pests in the public or shared areas of the structure and premises.
  3. **Single occupancy:** The occupant of a structure, containing a single dwelling unit, shall be responsible for the extermination of any insects, rats, or other pests in the structure or on the premises.
  4. **Tenant occupancy:** The tenant-occupant of any structure shall be responsible for the continued rodent proof condition of the structure, and if the tenant-occupant fails to maintain the rodent proof condition, the cost of extermination shall be the responsibility of the tenant-occupant.

**§ 4.3.18 Administration and enforcement.**

- A. The provisions of § 4.3.18 through § 4.3.33 shall govern the administration and enforcement procedures of the City of Seaford Housing Code.

**§ 4.3.19 Administrative liability.**

- A. Any officer or employee, or member of the Board of Adjustment and Appeals, charged with the enforcement of this Code, acting for the City in the discharge of his duties, shall not thereby render himself liable personally, and he is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties under this Code.
- B. No person who institutes, or assists in the prosecution of a criminal proceeding under this Code, shall be liable for damage therefore, unless such person acted with actual malice and without reasonable grounds for believing that the person accused or prosecuted was guilty of an unlawful act or omission.
- C. Any suit brought against any officer, employee or agent or the City of Seaford because of such act performed by him in the enforcement of any provision of this Code shall be defended by the City Solicitor until the final determination of the proceedings.

**§ 4.3.20 Conflict of interest.**

- A. No Officer or employee who has an official duty in connection with the administration and enforcement of this Code shall be financially interested in the furnishing of labor, materials or appliances for the construction, alteration or maintenance of a building or in making the plans or specifications therefore, unless that person is the owner of such building.

- B. No such officer or employee shall engage in any activity which is inconsistent with the public interest and the officer's official duties.
- C. Any member of a Board of Adjustment and Appeals, as established under Chapter 15 of the City Zoning Ordinance, who has a similar conflicting interest in the subject matter on appeal, shall not participate in the voting; however, solely because that member's vote is counted will not make the decision void or voidable if the Board of Adjustment and Appeals, with or without knowledge of the material facts as to that member's interest, decided in good faith by sufficient vote not counting the vote of the interested Board of Adjustment and Appeals member.

**§ 4.3.21 Records.**

- A. The Building Official shall keep or cause to be kept records concerning the enforcement of this Code's provisions, which records shall be open to public inspection.

**§ 4.3.22 Duties and Powers of the Building Official.**

- A. The Building Official shall enforce all the provisions of this Code relative to the maintenance of structures and premises, except as may otherwise be specifically provided by other regulations.
  - 1. **Access by owner or operator:** Every occupant of a structure or premises shall give the owner or operator thereof, or agent or employee, access to any part of such structure or premises at reasonable times for the purpose of making such inspections, maintenance, repairs or alterations as are necessary to comply with the provisions of this Code.
  - 2. **Annual report:** At least annually, the Building Official shall submit to the City Manager a written statement of activities in a form and content as shall be prescribed by the City Manager.
  - 3. **Credentials:** The Building Official or the Building Official's authorized representative shall disclose proper evidence of their respective office for the purpose of demonstrating authority to inspect any and all buildings and premises in the performance of duties under this Code.
  - 4. **Inspections:** In order to safeguard the safety, health and welfare of the public, the Building Official is authorized to enter any structure or premises at any reasonable time for the purpose of making inspections and performing duties under this Code.
  - 5. **Notices and orders:** The Building Official shall issue all necessary notices and orders to abate illegal or unsafe conditions to insure compliance with the Code requirements for the safety, health, and general welfare of the public.
  - 6. **Right of entry:** If any owner or occupant, or other person in charge of a structure subject to the provisions of this Code refuses, impedes, inhibits, interferes with, restricts, or obstructs entry and free access to any part of the structure or premises where inspection authorized by this Code is sought, the Building Official may seek, in a court of competent jurisdiction, an order that such owner, occupant or other such person in charge cease and desist with such interference.

7. **Rule making authority:** The Building Official shall have power, as may be necessary in the interest of public safety, health and general welfare, to adopt and promulgate rules and regulations to interpret and implement the provisions of this Ordinance to secure the intent thereof and to designate requirements applicable because of local climatic or other conditions.

**§ 4.3.23 Condemnation.**

- A. When a structure is found by the Building Official to be unsafe, or when a structure or part thereof is found unfit for human occupancy or use, it may be condemned pursuant to the provisions of this Code and may be placarded and vacated. Such condemned structure shall not be reoccupied without approval of the Building Official, but such approval may not be withheld upon completion of specified corrections of violations.
- B. **Unsafe structure:** An unsafe structure is one in which all or part thereof is found to be dangerous to life, health, property, or the safety of the public or the structure's occupants because it is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation that it is likely to partially or completely collapse.
- C. **Unsafe equipment:** Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure, which is in such disrepair or condition that is found to be a hazard to life, health, property or safety of the public or occupants of the premises or structure. Unsafe equipment may contribute to the finding that the structure is unsafe or unfit for human occupancy or use.
- D. **Structure unfit for human occupancy:** A structure is unfit for human occupancy or use whenever the Building Official finds that is unsafe, or because it lacks maintenance and is in extreme disrepair, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this Code.
- E. **Closing of vacant structures:** If the structure or part thereof is vacant and unfit for human habitation, occupancy or use, and is not in danger of structural collapse, the Building Official may post a placard of condemnation on the premises and may order the structure closed up so it will not be an attractive nuisance to youngsters. Upon failure of the owner to close up the premises within the time specified in the order, the Building Official shall cause it to be closed through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate in accordance with § 4.3.23 (F) of this Article.
- F. **Cost of closing by City; Payment by Owner:**
  1. When the City of Seaford has affected the closing of a vacant structure, by its own employees or has paid for the closing of a vacant structure by its agents or contractors, the actual costs thereof and any related expenses along with an administrative fee of one hundred dollars (\$100.00) shall be charged to the owner of such property and, if not sooner paid, such charge will be carried on the records of the City of Seaford and shall be collectible in the same manner as real estate taxes are collected.

2. When the City of Seaford has, for the second time and any additional times at such property, effected the removal of such vegetation by its own employees or has paid for the removal of such vegetation by its agents or contractors, the actual costs thereof and any related expenses along with an administrative fee of five hundred dollars (\$500.00) shall be charged to the owner of such property and, if not sooner paid, such charge will be carried on the records of the City of Seaford and shall be collectible in the same manner as real estate taxes are collected.
3. Interest on all outstanding balances owed to the City shall be charged at the rate of eighteen percent (18%) per annum to be applied thirty (30) days following the date of completion of the work. If not paid by the owner or occupier thereto, said bill shall be charged to the owner or occupier of such property.
4. After the closing, the Building Official shall cause to be recorded in the Finance Department of the City a sworn statement showing the cost and expense incurred for the work, the administrative fees, date the work was done and the location of the property on which such work was done.
  - (a) The Finance Department shall charge these costs against the real estate upon which the work was performed and bill the property owner for said charges.
  - (b) Where the full amount due the City is not paid by such owner within thirty (30) days, the City Solicitor shall file a lien against the property for all charges including but not limited to administrative costs, court costs and reasonable attorney's fees.

**§ 4.3.24 Notices and Orders to owner or to person(s) responsible.**

- A. Whenever the Building Official determines that there has been a violation of this Code or has reasonable grounds to believe that a violation has occurred, or whenever the Building Official has condemned any structure or equipment under the provisions of Section § 4.3.23 of this Article, notice shall be given to the owner or the person or persons responsible therefore in the manner prescribed below. If the Building Official has condemned the property or part thereof, the Building Official shall give notice to the owner and to the occupants of the intent to placard and to order vacation of the premises or to order equipment out of service.
- B. **Form:** Such notice shall:
  1. Be in writing;
  2. Include a description of the real estate sufficient for identification;
  3. Include a statement of the reason or reasons why it is being issued;
  4. Include a correction order allowing a reasonable time for the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this Code;
  5. Include an explanation of the owner's and/or occupant's right to seek modification or withdrawal of the notice by petition to the Housing Board of Appeals; and

6. State penalties for noncompliance.

- C. **Penalties:** Failure to comply with orders and notices shall be subject to the penalties set forth in § 4.3.27 of this article.
- D. **Service:** Such service shall be deemed to be properly served upon such owner and /or occupant if:
1. Copy thereof is delivered to the owner and/or occupant personally; or
  2. By leaving the notice at the usual place of abode, in the presence of someone in the family of suitable age and discretion, who shall be informed of the contents thereof; or
  3. By certified or registered mail addressed to the owner at the last known address with return receipt requested; or
  4. If the certified or registered letter is returned with receipt showing that it has not been delivered, by posting a copy thereof in a conspicuous place on or about the structure affected by such notice, and at least one (1) publication of such notice in a local newspaper of general circulation.
- E. **Service on occupant:** When a condemnation order is served on an occupant other than the owner or person responsible for such compliance, a reasonable time to vacate the property after noncompliance shall be stated. Owners or persons responsible for compliance must vacate at the time set for correction of defects if there is failure of compliance.
- F. **Transfer of ownership:** It shall be unlawful for the owner of any dwelling unit or structure, who has received a compliance order or upon whom a notice of violation has been served, to sell, transfer, mortgage, lease or otherwise dispose of such property to another until the provisions of the compliance order or notice of violation has been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of the compliance order or notice of violation issued by the Building Official and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility, without condition, or making the corrections or repairs required by such compliance order or notice of violation.

#### § 4.3.25 Placarding.

- A. **Placarding of structure:** After the condemnation notice required under the provisions of this Code has resulted in an order by virtue of failure to comply within the time given, the Building Official may post on the premises or structure, or parts thereof, or on defective equipment, a placard bearing the words "Condemned As Unfit For Human Occupancy Or Use", and a statement of the penalties provided for any occupancy or use or for removing the placard. The owner or the person or persons responsible for the correction of violations and all other occupants shall remove themselves from the property on failure to comply with the correction order in the time specified.

- B. Prohibited use:** Any person who shall occupy a placarded premises or structure or part thereof, or shall use placarded equipment, and any owner or any person responsible for the premises, who shall let anyone occupy a placarded premises, shall be subject to the penalties set forth in § 4.3.27 of this article.
- C. Removal of placard:** The Building Official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard, without the approval of the Building Official, shall be subject to the penalties provided by this Code.

#### § 4.3.26 Emergency Orders.

- A.** Whenever the Building Official finds that an emergency exists on any premises, or in any structure or part thereof, or on any defective equipment which requires immediate action to protect the public's health and safety or that of the occupants thereof, the Building Official may, with proper notice and service in accordance with the provisions of § 4.3.24 of this Article:
  - 1. Issue an order reciting the existence of such an emergency; and
  - 2. Requiring the vacating of the premises; or
  - 3. Such action taken as the Building Official deems necessary to meet such emergency; and
  - 4. Notwithstanding other provisions of this Code, such order shall be effective immediately, and the premises or equipment involved shall be placarded immediately upon service of the order.
- B. Hearing:** Any person to whom such order is directed shall comply therewith. They may thereafter, upon petition directed to the Housing Board of Appeals, be afforded a hearing as prescribed in this Code. Depending upon the findings of the Housing Board of Appeals at such hearing as to whether the provisions of this Code and the Rules and Regulations adopted pursuant thereto have been complied with, the Housing Board of Appeals shall continue such order or modify or revoke it.

#### § 4.3.27 Violations.

- A. Unlawful acts:** It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, remove, demolish, use or occupy any structure or equipment regulated by this Code, or cause same to be done, contrary to or in conflict with or in violation of any of the provisions of this Code.
- B. Penalty for violation:** Any Person who shall violate any provision of this Code or who fails to comply with any notice or order issued by the Building Official pursuant to the provisions of this Ordinance, shall be guilty of a misdemeanor and upon conviction thereof, shall be fined not less than twenty five dollars (\$25.00) nor more than five hundred dollars (\$500.00) or imprisoned for a term not exceeding thirty (30) days or both. Except where an appeal is taken, each day of a separate and continuing violation shall be deemed a separate offense. The nearest Justice of the Peace Court shall have exclusive and original jurisdiction over offences prosecuted under this Code.

- C. Prosecution:** In case any violation order is not promptly complied with, the Building Official may direct the City Solicitor to institute an appropriate action or proceeding at law to seek the penalty provided in subsection (B) of this Section. Also, the Building Official may ask such legal representative to proceed at law or in equity against the person responsible for the violation for the purpose of ordering that person:
1. To restrain, correct or remove the violation or refrain from any further execution of work;
  2. To restrain or correct the erection, installation, or alteration of such structure;
  3. To require the removal of work in violation; or
  4. To prevent the occupancy or use of the structure, or part thereof erected, constructed, installed or altered in violation of, or not in compliance with, the provisions of this code, or in violation of a plan or specification under which an approval, permit or certification was issued.

**§ 4.3.28 Right to appeal.**

- A. Housing Board of Appeals, composition:** The Housing Board of Appeals shall be the Mayor and City Council.
- B. Housing Board of Appeals, rules and regulations:** The Housing Board of Appeals shall make and adopt rules in accordance with the provisions of this Code.
- C. Procedure for appeals:** Any person aggrieved by an action taken by the Building Official may appeal from such action by filing written notice of appeal with the Housing Board of Appeals within ten (10) days after the giving or posting of notice of such action. An appeal under this subsection shall stay the effect of the Notice of Violation or Condemnation and shall prevent the Building Official from proceeding with the remedies provided under this Code pending decision by the Housing Board of Appeals. An appeal to the Superior Court by an aggrieved person from a decision of such Housing Board of Appeals shall be made in the manner provided for appeals from administrative decisions.
- D. Vote:** A Housing Board of Appeals shall hear all appeals relative to the enforcement of this Code within its jurisdiction within a reasonable period of time after the filing of an appeal, and by concurring vote of the majority of its members may reverse or affirm wholly or partly, or may modify, the action appealed from and shall make such other order or determination as it deems just. Failure to secure such concurring votes shall be deemed a confirmation of the decision of the Building Official.
- E. Financial interest:** A member of the Housing Board of Appeal shall not participate in any hearings or vote on any appeal in which that member has a direct or indirect financial interest.
- F. Records:** The Housing Board of Appeals shall keep a written or recorded record of each meeting showing clearly the basis for each decision made by the Board.

**§ 4.3.29 Demolition.**

- A.** The Building Official may order the owner of premises upon which is located any structure or part thereof, which in the Building Official's judgment is so old,

dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use, so that it would be unreasonable to repair the same, to raze and remove such structure or part thereof; or, if it can be made safe by repair, to repair and make safe and sanitary or to raze and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than one (1) year, to raze and remove such structure or part thereof.

- B. Order:** The order shall specify a time in which the owner shall comply therewith and specify repairs if any. It shall be served on the owner of record or an agent where an agent is in charge of the building and upon the holder of any lien in the manner provided for service of a summons by a court of record. If the owner or a holder of a lien of record cannot be found, the order may be served by posting it on the main entrance of the building and by publishing it once each week, for three (3) successive weeks, in a newspaper of general circulation in accordance with the rules of the Superior Court.
- 1. Restraining actions:** Anyone affected by any such order may, within thirty (30) days after service of such order, apply to a court of record for an order restraining the Building Official from razing and removing such structure or parts thereof. The court shall determine whether the order of the Building Official is reasonable and, if found unreasonable, the court may issue a restraining order.
  - 2. Failure to comply:** Whenever the owner of a property fails to comply with a demolition order within the time prescribed, the Building Official shall cause the structure or part thereof to be razed and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such razing and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate as provided in §4.3.31.
  - 3. Salvage materials:** When any structure has been ordered razed and removed, the Building Official or other designated officer may sell the salvage and valuable materials resulting from such razing or removal, such materials to be sold at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such razing and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the use of the person who may be entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

**§ 4.3.30 Cost of removal by City; Payment by Owner.**

- A.** When the City of Seaford has affected the razing, demolition, removal or abatement of other unsafe conditions constituting a threat to the public health and safety, by its own employees or has paid for the razing, demolition, removal or abatement of other unsafe conditions constituting a threat to the public health and safety by its agents or contractors, the actual costs thereof and any related expenses along with an administrative fee of five hundred dollars (\$500.00) shall be charged to the owner of such property and, if not sooner paid, such charge will be carried on the records of the City of Seaford and shall be collectible in the same manner as real estate taxes are collected.

- B. Interest on all outstanding balances owed to the City shall be charged at the rate of eighteen percent (18%) per annum to be applied thirty (30) days following the date of completion of the work. If not paid by the owner or occupier thereto, said bill shall be charged to the owner or occupier of such property.

**§ 4.3.31 Creation of Tax Lien.**

- A. There is hereby created a tax lien on real property for monies expended by the City for razing, demolition, removal or abatement of other unsafe conditions constituting a threat to the public health and safety, including any administrative fees, where the responsible party refuses or fails to comply with the lawful order of the Building Official after due notice thereof, either actual or constructive. Upon certification of a tax lien to the appropriate City Official by the Building Official, the amount of such lien shall be recorded and collected in the same manner as other City real estate taxes and paid to the City when collected.

**§ 4.3.32 Severability.**

- A. If any section, subsection, paragraph, sentence, clause or phrase of this Code shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Code which shall continue in full force and effect; and to this end the provisions of this Code are hereby declared to be severable.

**§ 4.3.33 Saving Clause.**

- A. The Code shall not affect violations of any other Ordinance, Code or regulation of the City of Seaford existing prior to the effective date hereof, and any such violation shall be governed and shall continue to be enforced to the full extent of the law under the provisions of such Ordinances, Codes, or regulations in effect at the time the violation was committed. This Code shall take effect immediately upon its adoption by majority vote of all members of the City Council of Seaford, Sussex County, Delaware.

**§ 4.3.34 through § 4.3.99 RESERVED**

**END OF CHAPTER**

NE # 2  
10.8.19  
OBH 2  
10.22.19

ORDINANCE #2019-04

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 9, of the Municipal Code of Seaford, Delaware relating to "Plumbing", in the manner following, to wit:

Chapter 9, Article 1, of the Municipal Code of Seaford, Delaware is hereby amended by striking out all of said ARTICLE 1 and substituting in lieu thereof a new ARTICLE 1 to read as shown on the following pages.

10/08/2019	Date of First Reading
??/??/2019	Date of Second Reading & Adoption
??/??/2019	Date of Advertisement
??/??/2019	Date the Ordinance is Effective

CITY OF SEAFORD

By: \_\_\_\_\_  
Mayor

Witness: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Manager

## CHAPTER 9 - PLUMBING

**ARTICLE 1 – PLUMBING CODE**

[Amended on 09/13/2011 by Ordinance #2011-03]

[Amended on 00/00/0000 by Ordinance #0000-00]

§ 9.1.1 Title. This article shall be known as the “Plumbing Code of the City of Seaford, Delaware”.

§ 9.1.2 Adoption of Plumbing Code.

- A. The *International Plumbing Code*, [2009-2018](#) edition with amendments, including Appendix Chapters B, ~~C~~, D, ~~and E~~, ~~and F~~, as published by the International Code Council, be and is hereby adopted as the Plumbing Code of the City of Seaford, in the State of Delaware for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Plumbing Code on file in the office of the Building Official of the City of Seaford are hereby referred to, adopted, and made a part hereof, as if they were fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in § 9.1.3 of this Code.
- B. At least one (1) copy of the Plumbing Code shall be on file in the office of the City Building Official for public inspection and use.
- C. Any and all existing ordinances or parts of ordinances in conflict herewith are hereby repealed.
- D. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Seaford hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared invalid.
- E. Nothing in this ordinance or in the Plumbing Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in § 9.1.2 (C) of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.
- F. The City Manager is hereby ordered and directed to cause this ordinance to be published.
- G. This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days from and after the date of its advertisement in a newspaper of local circulation.

§ 9.1.3 Amendments to the [2009-2018](#) International Plumbing Code.

- A. The following sections are hereby revised:

1. § 101.1 Delete: ~~{NAME OF JURISDICTION}~~, Insert: City of Seaford, Delaware
2. § 102 Insert at end of section: **§102.12 City of Seaford Standard Design Specifications.** The most current edition of the City of Seaford Standard Design Specifications are hereby a referenced part of this code and as such are enforceable under this code.
3. § 102.7 Delete: ~~this code for new installations.~~, Insert: **§105.54.1** of this code.
4. § 103 Delete Title: ~~DEPARTMENT OF PLUMBING INSPECTION~~, Insert: **CODE DEPARTMENT**
5. § 103.1 Delete: ~~department of plumbing inspection~~, Insert: **Code Department**  
  
Delete: ~~code official~~, Insert: **Building Official**  
  
Insert at the end of the paragraph: **All references within this Code, to “Department of Plumbing Inspection”, are hereby deleted and replaced with “Code Department”. All references within this Code, to “code official”, are hereby deleted and replaced with “Building Official”.**
6. § 103.2 Delete: ~~The code official shall be appointed by the chief appointing authority of the jurisdiction~~, Insert: **The Building Official shall be hired by the City Manager**
7. § 105.54.1 Delete: ~~Materials, equipment and devices shall not be reused unless such elements have been reconditioned, tested, placed in good and proper working condition and approved.~~ Insert: **No permits shall be issued by the Building Official unless the structure to be erected, constructed, enlarged, altered, repaired, moved or emplaced shall be of new materials and equipment.**
8. § 106.6.2 Delete: ~~indicated in the following schedule: {JURISDICTION TO INSERT APPROPRIATE SCHEDULE}~~, Insert: **established by City Council.**
9. § 106.6.3 Delete: ~~Fee refunds. The code official shall authorize the refunding of fees as follows:~~
  1. ~~The full amount of any fee paid hereunder that was erroneously paid or collected.~~
  2. ~~Not more than {SPECIFY PERCENTAGE} percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.~~
  3. ~~Not more than {SPECIFY PERCENTAGE} percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.~~

The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Insert: Deleted.

10. § 108.4 Delete: ~~{SPECIFY OFFENSE}~~, Insert: misdemeanor  
Delete: ~~{AMOUNT}~~ dollars, Insert: five hundred dollars (\$500.00)  
Delete: ~~{NUMBER OF DAYS}~~, Insert: ten (10)
11. § 108.5 Delete: ~~{AMOUNT}~~ dollars, Insert: one hundred dollars (\$100.00)  
Delete: ~~{AMOUNT}~~ dollars, Insert: five hundred dollars (\$500.00)
12. § 109.2 Delete: ~~The board of appeals shall consist of five members appointed by the chief appointing authority as follows: one for 5 years, one for 4 years, one for 3 years, one for 2 years and one for 1 year. Thereafter, each new member shall serve for 5 years or until a successor has been appointed.~~ Insert: **The board of appeals shall consist of three members appointed by the Mayor and Council.**
13. § 109.2.1 Delete: ~~of five individuals, one from each of the following professions or disciplines:~~  
~~1. Registered design professional who is a registered architect; or a builder or superintendent of building construction with at least 10 years' experience, 5 years of which shall have been in responsible charge of work.~~  
~~2. Registered design professional with structural engineering or architectural experience.~~  
~~3. Registered design professional with mechanical and plumbing engineering experience; or a mechanical and plumbing contractor with at least 10 years' experience, 5 work.~~  
~~4. Registered design professional with electrical engineering experience; or an electrical contractor with at least 10 years' experience, 5 years of which shall have been in responsible charge of work.~~  
~~5. Registered design professional with fire protection engineering experience; or a fire protection contractor with at least 10 years' experience, 5 years of which shall have been in responsible charge of work.~~ Insert: **members who are qualified by experience and training to pass on matters pertaining building construction and plumbing installation. Board members shall not be employees of the City of Seaford.**
14. § 109.2.2 Delete: ~~The chief appointing authority shall appoint two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership, and shall be appointed for 5 years or until a successor has been appointed.~~ Insert: **The Mayor and Council shall appoint one alternate member who shall be called by the board Chairman to hear appeals during the absence or disqualification of a member.**
15. § 109.2.3 Delete: ~~Chairman. The board shall annually select one of its members to serve as chairman.,~~ Insert: **Board meetings; records.**

- A. Meetings of the Board shall be held at the call of the Chairman and at such other times, as the Board may determine.
  - B. The Chairman or in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses.
  - C. All meetings of the Board shall be open to the public.
  - D. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions.
  - E. The record shall be immediately filed in the City office and shall be a public record.
16. § 109.2.4 Delete: ~~Disqualification of member. A member shall not hear an appeal in which that member has any personal, professional or financial interest.~~, Insert: **Rules adoption.** The Plumbing Board of Appeals shall make and adopt rules in accordance with the provisions of this Chapter.
17. § 109.2.5 Delete: ~~Secretary. The chief administrative officer shall designate a qualified clerk to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.~~ Insert: **Filing fee for appeal.** A fee, as determined by the Mayor and Council, shall accompany each appeal to the Plumbing Board of Appeals.
18. § 109.2.6 Delete: ~~Compensation of members. Compensation of members shall be determined by law.~~ Insert: **Hearings.** The Board shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and by mail to the registered owners of the next five (5) properties adjoining or adjacent, in each direction, to the property upon which the appeal centers. The appeal shall be decided within a reasonable time not to exceed sixty (60) days from the date of the filing of such appeal. Upon the hearing, any party may appear in person or by agent or by attorney, provided that the agent or attorney produces authorization from his principal for acting in such a capacity.
19. § 109.3 Delete section in its entirety., Insert: **Deleted.**
20. § 109.4 Delete section in its entirety., Insert: **Deleted.**
21. § 109.4.1 Delete section in its entirety., Insert: **Deleted.**
22. § 109.5 Delete section in its entirety., Insert: **Deleted.**
23. § 109.6 Delete section in its entirety., Insert: **Deleted.**
24. § 109.6.1 Delete section in its entirety., Insert: **Deleted.**
25. § 109.6.2 Delete section in its entirety., Insert: **Deleted.**
26. § 202 Insert: **Solvent Cement.** This code prohibits the use of all purpose glue in any reference to solvent cement.

Insert: **Supervision of Work.** Work completed under the permit of a licensed plumber while employed by the licensed plumber, or the same firm, partnership, corporation, or owners of the company as the licensed plumber.

27. § 305.64.1 Delete: [NUMBER] inches (mm), Insert: **twenty four (24) inches**

Delete: [NUMBER] inches (mm), Insert: **twenty four (24) inches**

28. § 312.4 Delete section in its entirety., Insert: **Deleted.**

~~29. § 605.16.2~~ Insert at end of paragraph: ~~The use of all purpose glue is prohibited.~~

~~30. § 607.3~~ Insert at end of paragraph: ~~All hot water systems are required to have an expansion tank installed.~~

~~31.29. § 701.2~~ Delete: ~~Where a public sewer is not available, the sanitary drainage piping and systems shall be connected to a private sewage disposal system in compliance with state or local requirements. Where state or local requirements do not exist for private sewage disposal systems, the sanitary drainage piping and systems shall be connected to an approved private sewage disposal system that is in accordance with the International Private Sewage Disposal Code. Every building in which plumbing fixtures are installed and all premises having drainage piping shall be connected to a public sewer, where available, or an approved private sewage disposal system in accordance with the International Private Sewage Disposal Code.~~

Insert:

- A. Every building in which plumbing fixtures are installed and all premises having drainage piping shall be connected to a public sewer.
- B. Building sewers, when installed by any person, firm or corporation other than the municipality, its agents, servants or employees, or by an independent contractor under contract with the City, shall be of approved materials listed in the City of Seaford Standard Design Specifications, from the public sewer to the clean out inside the curb line.
- C. When an existing sewer lateral does not have a clean out installed at the curb line, the property owner shall be responsible for the cost of all construction, installation, maintenance and/or repair of the building sewer from the building to the public sewer, including the wye branch, tap and any and all street repairs associated with said work.
- D. When a sewer lateral is installed with a clean out at the curb line, the property owner shall be responsible for the cost of all construction, installation, maintenance and/or repair of the building sewer on private property from the building to the cleanout wye branch at the curb line. Downstream from this point, the City shall be responsible for the cost of all construction, installation, maintenance and/or repair of the sewer lateral, including the wye branch, tap and any and all street repairs associated with said work.

~~32.30.~~ § 9043.1 Delete: [NUMBER] inches (mm), Insert: six (6) inches

~~33.31.~~ § 9178.1 Insert at end of paragraph: The use of Air Admittance Valves shall only be permitted when specifically approved by the Building Official prior to use or installation.

§ 9.1.4 through §9.1.99 RESERVED

**ARTICLE 2 – PLUMBER LICENSE**

*[Amended on 09/13/2011 by Ordinance #2011-03]*

**§ 9.2.1 Title.**

This Article shall be known as the “Plumber Licensing Ordinance of the City of Seaford, Delaware”.

**§ 9.2.2 Applicability.**

This Article shall apply to all Plumbers performing work within the incorporated boundaries of the City of Seaford, Delaware.

**§ 9.2.3 Intent and purpose.**

The purpose of this Article is to promote the health, safety, and general welfare of the citizens of the City of Seaford. The City Council is designated as the lead agency charged with the administration and enforcement of this article, and may appoint such persons to assist in the administration and enforcement of this article as it deems appropriate.

**§ 9.2.4 Plumber; license required.**

- A. Before any person, firm or corporation shall engage in plumbing business, he shall be qualified as set forth herein, and a license shall be obtained from the City and State as required and a proper Bond posted.
- B. Where any plumbing work is being done, a Master or Journeyman Plumber shall be present at all times on the job and in actual control and in charge of the work being done.

**§ 9.2.5 Installation by owner; exception.**

- A. Nothing in this Article shall prevent any homeowner from installing or maintaining plumbing within his own property boundaries, providing such plumbing work is done by himself and is used exclusively by him or his family.
- B. Such privilege does not convey the right to violate any of the provisions of this Chapter, nor is it to be construed as exempting any such property owner from obtaining a permit and paying the required fees.
- C. Any homeowner obtaining a permit for such work must reside in the dwelling for a minimum of 12 months after the permit is closed out.

**§ 9.2.6 License application; contents.**

- A. Any Master Plumber who desires a license required by §9.2.4 shall make an application in writing to the City Manager on forms provided by the City.
- B. The application shall set forth the following information:
  - 1. The name, address and telephone number of the principal office of the Master Plumber;

2. The name, address and telephone number of the Company the Master Plumber will be working under;
3. The Master Plumber's name and address;
4. The names of all Journeyman Plumber working under the Master Plumber;
5. Include a copy of the State of Delaware License for all Master and Journeyman Plumbers.

**§ 9.2.7 License fee; payment.**

- A. The annual license fee shall be as determined by City Council.
- B. The Plumber Licensing period runs for one (1) year starting December 1<sup>st</sup> and expires on November 30<sup>th</sup> of the following year.
- C. Licensing fees are not prorated.

**§ 9.2.8 Qualification of Plumber.**

Applicants for a City Plumber License must hold a current, valid Plumber License issued by the State of Delaware. The State License must be kept current and valid until the expiration of the City Plumber License.

**§ 9.2.9 Bond required.**

- A. Before any person, firm, or corporation shall engage in the business of plumbing, he, it or they shall first obtain the proper license and deposit with the City a good and sufficient bond in the sum of Five Thousand Dollars (\$5,000), to be approved by the City Solicitor, conditioned that the person, firm, or corporation engaged in the plumbing business will faithfully observe all the laws pertaining to plumbing, drain laying, and excavation; further, that the City shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the plumbing business or by any other unfaithful, inadequate work done either by themselves or their agents or employees, and that such person, firm or corporation will maintain in a safe condition for a period of one (1) year all ditches, excavations and road repairs, which may be opened in the performance of any plumbing work, and further that all dirt and other material, excavated will be replaced in good condition with similar materials.
- B. Where such excavation is made in an unpaved street, or any street paved with chert, macadam, asphalt or concrete, the word "street" as herein used, shall apply to sidewalks, curbs, gutters and street paving.

**§ 9.2.10 Issuance of License.**

A License may only be issued after the applicant has fully complied with this Article.

**§ 9.2.11 Illegal Work; Revocation of License.**

- A. Any person, firm, or corporation engaged in plumbing business whose work does not conform to the codes and specifications of the City, or whose workmanship or

materials are of inferior quality shall on notice from the Building Official make necessary changes or corrections at once so as to conform to this Code; if work has not been so changed after ten (10) days notice from the Building Official, the Building Official shall then refuse to issue any more permits until such work has fully complied with the codes and specifications of the City.

- B. The Building Official may appear before the City Council and request that a license be revoked because of continuous violations.
- C. When the revocation of any such license is to be considered at any meeting, the person, firm, company, association, or corporation to whom the license has been issued shall have at least three (3) days' notice in writing of the time and place of such meeting, together with a statement of the grounds upon which it is proposed to revoke such license.

**§ 9.2.12 Allowing ones name, License, or Bond to be used to obtain Permit fraudulently.**

No person, firm or corporation engaged in the business of plumbing shall allow his, its' or their names to be used by any other person, firm or corporation, directly or indirectly to obtain a permit, or for the construction of any work under his, its' or their names, license or bond; nor shall he, it or they make any misrepresentations or omissions in his, its' or their returns.

**§ 9.2.13 through § 9.2.99 RESERVED**

*END OF CHAPTER*