

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
September 28, 2021
SEAFORD CITY HALL - 414 HIGH STREET

The meeting will be streamed via live feed.

To view a live meeting visit one of the links below:

- On our website: www.seafordde.com/meetinglivefeed
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<http://www.youtube.com/c/CityofSeafordDe19973>

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Comments and questions may be emailed to:
Councilinfo@seafordde.com

6:30 P.M. - Representatives of the Seaford Volunteer Fire Department will have the new Ambulance, B-87, on display at City Hall.

7:00 P.M. - Mayor David Genshaw calls the Regular Meeting to order.

- Invocation
- Pledge of Allegiance to the Flag of the United States of America.
- Executive Session - Negotiations
- Changes to the agenda for this meeting.
- Approval of minutes of the regular meeting on September 14, 2021.

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

CORRESPONDENCE:

1.

7:05 PUBLIC HEARING:

1. PTV 1125, LLC., located at 23463 Sussex Hwy., Tax Map and Parcel # 331-5.00-63.00 are requesting a Final Site Plan review for a proposed demolition of two existing commercial buildings

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with paved parking and new construction of a 4,070 sq. ft. 7-11 Convenience store with fuel canopies, gas pumps, car wash and parking.

NEW BUSINESS:

1. Present for a first reading an ordinance to be added to Chapter 8 - Morals and Conduct of the City Municipal Code: Article 9, an ordinance relative to abortion to establish a process for the disposition of fetal remains from pregnant women seeking abortion within the City of Seaford.
2. Present for approval Ordinance 2021-06 to adopt the 2021 City of Seaford Comprehensive plan to become effective upon receipt of the certification letter from the Governor.
3. Members of the Seaford Community Swim Center (SCSC) to present an update on the pool operations for the 2021 season.
4. Present for a first reading proposed changes to Chapter 6, Article 2 of the Municipal Code of the City of Seaford, Electric Rules and Regulations; Definitions; e) Residence, (1) and (2), Section 9; Meter Installation, Power Factor and Demand Determination a) Meters, 1) and 2); placing the cost of electric metering equipment supplied by the City of Seaford on the property owner/developer for multi-family residences. Proposed charges to become effective January 1, 2022; the City Electric Department will honor estimates that already have been issued to existing property owners/developers.
5. Bids - Street Paving.
6. Present for approval an Outdoor Recreation, Parks, & Trails (ORPT) Grant Resolution for Nutter Park, playground structure and security lighting, total cost = \$43,000, **match is up to \$32,250** and Riverwalk, boardwalk decking replacement total cost = \$20,000, **match up to \$15,000.**

OLD BUSINESS:

- 1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

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1. Sussex County Association of Towns (SCAT), dinner meeting October 6, 2021, starting at 5:30 p.m. at the Seaford Volunteer Fire Hall.

LIAISON REPORTS:

1. Administration - Councilman Jose Santos
2. Police & Fire - Councilman Dan Henderson
3. Code, Parks and Recreation - Councilman Orlando Holland
4. Electric - Councilman Matt MacCoy
5. Public Works & WWTF - Councilman James King

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

EXECUTIVE SESSION:

1. Negotiations

Mayor Genshaw solicits a motion to adjourn the Executive Session.

Mayor Genshaw reopens the regular Council meeting.

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

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

Date Posted: 9/20/2021

Posted by: TNT

ORDINANCE #2021- --

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 8 Morals and Conduct, of the Municipal Code of Seaford, Delaware relating to “Abortion”, in the manner following, to wit:

Chapter 8 Morals and Conduct, of the Municipal Code of Seaford, Delaware is hereby amended by adding Article 9 – Ordinance Relative to Abortion, as shown on the following pages.

-/-/2021	Date of First Reading
-/-/2021	Date of Second Reading & Adoption
-/-/2021	Date of Advertisement
-/-/2021	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

CHAPTER 8 – MORALS AND CONDUCT

ARTICLE 9 - ORDINANCE RELATIVE TO ABORTION

[Amended on --/--/2021 by Ordinance #2021-]

§ 8.9.1 Purpose of Ordinance.

It is the purpose of the City of Seaford to establish a process for the disposition of fetal remains from pregnant women seeking abortion within the City of Seaford. Pursuant to this Ordinance, a pregnant woman has certain rights regarding the disposition of fetal remains for an abortion performed in Seaford.

Pregnant women seeking abortion in the City limits of Seaford may either exercise their rights under this Ordinance and determine whether disposition of fetal remains following an abortion is made by cremation or interment (including the final location of any such remains), or waive their rights under this Ordinance and allow the performing abortion facility to determine whether disposition of fetal remains following an abortion is made by cremation or interment (including the final location of any such remains).

It is the Intent of the City of Seaford to create a mechanism for abortions occurring within the City of Seaford to protect the rights of its citizens and all those engaged in abortion related activities, while providing a mechanism for the dignified disposal of any such fetal remains following an abortion in Seaford.

§ 8.9.2 Definitions.

- A. **"Abortion"** means the use of any instrument, medicine, drug, or any other similar device or substance used with intent to terminate the pregnancy of a woman known to be pregnant, with intent other than to increase the probability of a live birth, to preserve the life or health of the child after live birth, or to remove a dead fetus.
- B. **"Abortion Facility"** means any of the following in which abortions are induced or performed:
 1. **"Ambulatory Surgical Treatment Center"**, which means any institution, place or building devoted primarily to the maintenance and operation of a facility for the performance of surgical procedures or any facility in which a medical or surgical procedure is utilized to terminate a pregnancy.
 2. **"Another Facility"**, which means any institution, place, or building providing health care services required to be licensed under the laws of the State of Delaware, in which abortion is legally provided.
- C. **"Cremation"** means the heating process by which a human body or body parts are reduced to bone fragments through combustion and evaporation or other similar methods.
- D. **"Crematory"** means the building, or any portion of a building or similar facility utilized to house one (1) or more cremation chambers which is used for the reduction of body

parts or bodies of deceased persons to cremated remains and the holding facility. **“Crematory”** includes **“Crematorium”** or other similar phrases used to describe any such building or facility.

- E. **"Fetal Remains"** means an aborted fetus, fetal tissue or any other similar remains that results from an abortion of an Unborn Child.
- F. **“Funeral Establishment”** means any business, regardless of the corporate form or lack thereof of any such business, engaged in arranging, directing or supervising funerals, for profit or other benefit, involved in: the preparing of dead human bodies for burial, the disposition of dead human bodies, the provision or maintenance of place for the preparation for disposition, or for the care or disposition of human bodies.
- G. **“Gestational Age”** or **“Gestation”** means the age of an unborn child as calculated from the first day of the last menstrual period of a pregnant woman.
- H. **“Interment”** means the burial or entombment of fetal remains.
- I. **"Medical Emergency"** means a condition that, in the physician's good faith medical judgment, based upon the facts known to the physician at the time, so complicates the woman's pregnancy as to necessitate the immediate performance or inducement of an abortion in order to prevent the death of the pregnant woman or to avoid a serious risk of the substantial and irreversible impairment of a major bodily function of the pregnant woman that delay in the performance or inducement of the abortion would create.
- J. **“Pregnant”** means the human female reproductive condition, of having a living Unborn Child within her body throughout the entire embryonic and fetal stages of the unborn child from fertilization to full Gestation and childbirth.
- K. **“Serious Risk of the Substantial and Irreversible Impairment of a Major Bodily Function”** means any medically diagnosed condition that so complicates the pregnancy of the woman as to directly or indirectly cause the substantial and irreversible impairment of a major bodily function. Such conditions include preeclampsia, inevitable abortion, and premature rupture of the membranes and, depending upon the circumstances, may also include, but are not limited to, diabetes and multiple sclerosis, but does not include any condition relating to the woman's mental health.
- L. **"Unborn Child"** means an individual living member of the species, homo sapiens, throughout the entire embryonic and fetal stages of the unborn child from fertilization to Full gestation and childbirth.
- M. **“Viable”** and **“Viability”** mean that stage of fetal development when the unborn child is capable of sustained survival outside of the womb, with or without medical assistance.

§ 8.9.3 Cremation or Interment Required for all Abortions.

Final disposition of Fetal Remains from a surgical Abortion at an Abortion Facility must be by either: (i) Cremation or (ii) Interment. Cremation must occur in a licensed Crematory facility.

§ 8.9.4 Rights of a Pregnant Woman Pursuing Abortion.

A pregnant woman who has a surgical Abortion in Seaford has the right to determine the following regarding the Fetal Remains: (i) whether the final disposition of the remains is by Cremation or Interment, and (ii) the location for the final disposition of the remains.

A pregnant woman who has a surgical Abortion must be provided with a notification form described in Section 8.9.11(A) herein by an Abortion Facility performing an Abortion.

§ 8.9.5 Procedure for Pregnant Woman Exercising Rights.

If a pregnant woman desires to exercise her rights under Section 8.9.4 herein, the woman must make the determination in writing using a disposition form as described in Section 8.9.11(C) herein. Any such determination must clearly indicate the following: (i) whether the final disposition will be by Cremation or Interment; and (ii) whether the final disposition will be at a location other than the location provided by the Abortion Facility.

§ 8.9.6 Procedure for Pregnant Woman Declining to Exercise Rights.

If a pregnant woman does not desire to exercise her rights under Section 8.9.4 herein, then the Abortion Facility shall determine whether final disposition of Fetal Remains is by (i) Cremation or (ii) Interment, and the location of the Fetal Remains.

§ 8.9.7 Consent Required for Certain Class of Pregnant Women.

A pregnant woman who desires to exercise her rights under Section 8.9.4 herein and is (i) under sixteen (16) years of age, and (ii) unmarried, and (iii) unemancipated, shall obtain parental consent from one (1) of the pregnant woman's parents, guardian, or custodian to the final disposition determination she makes pursuant to this Ordinance. This consent must be made in writing using the form prescribed by Section 8.9.11(B) herein. Such consent is not required for a pregnant woman exercising her rights under Section 4 herein if an order authorizing the minor to consent, or the Court to consent on behalf of the minor, to the Abortion is issued by a Court of competent jurisdiction.

§ 8.9.8 Abortion of More Than One Unborn Child.

A pregnant woman carrying more than one (1) Unborn Child and who desires to exercise her rights under Section 8.9.4 herein, shall complete one (1) disposition form under Section 8.9.11(C) for each Unborn Child that will be Aborted.

A pregnant woman who obtains parental consent pursuant to Section 8.9.7 herein shall use one (1) consent form for each Unborn Child that will be Aborted.

A disposition form under Section 8.9.11(C) that covers more than one (1) Unborn Child that will be Aborted is invalid.

§ 8.9.9 Requirements of Abortion Facility.

An Abortion Facility shall:

- A. Document in the pregnant woman's medical records the final disposition determination made, and if applicable, the consent made, pursuant to Section 8.9.11(B) herein.
- B. Maintain evidentiary documentation demonstrating the date and method of the disposition of Fetal Remains from surgical Abortions performed or induced in the facility; and,
- C. Have written policies and procedures regarding Cremation or Interment of Fetal Remains from surgical Abortions performed or induced in the facility; and,
- D. Develop and maintain a written list of locations at which the facility provides or arranges for the final disposition of Fetal Remains from surgical Abortions.

An Abortion Facility shall not release Fetal Remains from a surgical Abortion, or arrange for the Cremation or Internment of the Fetal Remains, until the facility obtains a final disposition determination made, and if applicable, the consent made, pursuant to Section 7 herein.

§ 8.9.10 Costs of Cremation or Interment.

If the disposition form as required by Section 8.9.11(C) herein identifies a location for final disposition other than allocation provided by the Abortion Facility, then the pregnant woman is responsible for the costs related to the final disposition of the Fetal Remains at the chosen location.

If the location for final disposition is the location provided by the Abortion Facility, then the Abortion Facility shall pay for and provide for the Cremation or Internment of the Fetal Remains from a surgical Abortion performed at that facility.

§ 8.9.11 Forms

Each Abortion Facility in Seaford shall promulgate rules as necessary to effectuate the purposes of this Ordinance, including rules that prescribe the following:

- A. A notification form informing pregnant women who seek surgical abortions of the following: (a) the right to determine final disposition of Fetal Remains under Section 8.9.4 of this Ordinance, and (b) the available options for locations and methods for the disposition of Fetal Remains.
- B. The consent forms for purposes of Section 8.9.7 herein;
- C. A disposition form that meets the following requirements:
 - 1. Indicates whether the pregnant woman has indicated a preference as to the method of disposition of the Fetal Remains and the preferred method selected; and,
 - 2. Indicates whether the pregnant woman has indicated a preference as to the location of disposition of the Fetal Remains; and,

3. Provides for the signature of the physician who is to perform or induce the Abortion; and,
4. Provides for a medical identification number for the pregnant woman but does not provide for the pregnant woman's printed name or signature.

If a Medical Emergency (as defined in Section 8.9.2 herein) prevents the pregnant woman from completing the Form described in Section 8.9.11 (C) herein, procedures to complete that form within a reasonable time after the Medical Emergency has ended.

§ 8.9.12 Rules Regarding Ambulatory Surgical Treatment Centers.

Regardless of the method selected for the disposition of remains by a pregnant woman, Ambulatory Surgical Treatment Centers shall not provide beds or other accommodations for the stay of a patient to exceed twelve (12) hours duration; provided, that the length of stay may be extended for an additional twelve (12) hours in the event such stay is deemed necessary by the attending physician, the facility medical director, or the anesthesiologist for observation or recovery, but in no event shall the length of stay exceed twenty-four (24) hours.

No patient for whom a medical or surgical procedure is utilized to terminate a pregnancy shall stay at such a facility for a period exceeding twelve (12) hours duration, provided, that the length of stay may be extended for an additional twelve (12) hours in the event such stay is deemed necessary by the attending physician, the facility medical director, or the anesthesiologist for observation in recovery, but in no event shall the length of stay exceed twenty-four (24) hours.

§ 8.9.13 Liability.

Any person who disposes of Fetal Remains from a surgical Abortion is not liable for or subject to damages in a civil action, prosecution in a criminal proceeding, or professional disciplinary action related to the disposal of Fetal Remains, if that person does both of the following:

- A. Complies in good faith with all aspects of this Ordinance; and,
- B. Acts in furtherance of the final disposition of the Fetal Remains.

§ 8.9.14 Requirements for Operators of Crematories.

An operator of a Crematory facility shall not:

- A. Cremate fetal remains without receiving a copy of a properly executed decision regarding disposition form described in Section 8.9.11(C).
- B. Dispose of Cremated Fetal Remains by a means other than one (1) of the following:
 1. Placing the Cremated Fetal Remains in a grave, crypt or niche; or,

2. Scattering the Cremated Fetal Remains in a dignified manner, including in a memorial garden, at sea, by air, or at a lawful scattering ground; or,
 3. Releasing the Cremated Fetal Remains to the pregnant woman or a party designated by the pregnant woman; or,
 4. Any other lawful manner.
- C. Arrange for the disposal of Cremated Fetal Remains by a means other than one described in subsection (B) above.
 - D. Arrange for the transfer of the Cremated Fetal Remains for disposal by a means other than the means described in subsection (B) above.

An operator of a Crematory facility is not required to secure a death certificate, burial permit, transportation permit, or a cremation authorization form to Cremate Fetal Remains.

§ 8.9.15 Required Reporting of Abortion.

- A. Each Abortion that occurs in Seaford shall be reported to The Office of Vital Statistics within ten (10) days after the procedure by the person in charge of the institution in which the Abortion was performed. If the Abortion was performed outside an institution, the attending physician shall prepare and file the report. Each such report shall indicate whether the Abortion involved a surgical procedure and, if so, which method was employed, and shall indicate which method authorized by this Ordinance was employed to dispose of the aborted Fetal Remains. If the Aborted Fetal Remains were transferred to a third party for disposition, the report shall indicate the name and address of the third party and the date of the transfer.
- B. The individual undergoing Abortion shall not be identified by name on the report required by Section 8.9.15(A) but shall be identified by her medical identification number to provide retrieval of further information if necessary.

§ 8.9.16 Authorization for Final Disposition of Fetal Remains.

- A. Prior to final disposition of Fetal Remains pursuant to this Ordinance, regardless of the duration of pregnancy, the Funeral Establishment, the person in charge of the institution, or other person assuming responsibility for final disposition of the Fetal Remains, shall obtain from the mother authorization for final disposition.
- B. When the demise of a fetus is the result of a surgical Abortion, a copy of the mother's authorization for disposition, specifying the means of the disposition, shall be appended to the informed consent signed by the mother prior to the procedure.
- C. After final disposition, the authorization shall be retained for a period of three (3) years by the Funeral Establishment, the person in charge of the institution, or other person making the final disposition.

§ 8.9.17 Severability.

If any provision of this Ordinance or its application to any person or circumstance is held invalid, then the invalidity does not affect other provisions or applications of the Ordinance

that can be given effect without the invalid provision or application, and to that end, the provisions of this Ordinance are severable.

§ 8.9.18 Effective Date.

For the purpose of promulgating rules, this Ordinance takes effect upon City Council approval and an advertising period of thirty days, the public welfare requiring it, and applies to actions occurring on or after that date.

§ 8.9.19 Violation of Ordinance – Penalties.

Violation of this Ordinance shall be enforced either by way of civil infraction or by way of notice and order, with associated fines for such violation.

§ 8.9.20 Fetal Remains as Part of Criminal Investigation.

- A. An Abortion Facility does not violate this Ordinance if upon the request of a law enforcement officer made prior to final disposition of Fetal Remains, the Abortion Facility retains the Fetal Remains and permits the law enforcement officer to collect a portion or all of the Fetal Remains as evidence in a criminal investigation, as long as the Abortion Facility subsequently makes final disposition of any remaining Fetal Remains in accordance with this Ordinance.
- B. An Abortion Facility that retains fetal remains pursuant to this Section 20:
 - 1. Shall retain all of the Fetal Remains of the Unborn Child that may remain following the collection of evidence by the law enforcement officer; and,
 - 2. Except for those portions of the Fetal Remains collected as evidence by the law enforcement officer, shall not dispose of any portion of the Fetal Remains of that Unborn Child independently of other Fetal Remains of the same Unborn Child.

§ 8.9.21 through § 8.9.99 RESERVED

ORDINANCE 2021-06

AN ORDINANCE TO ADOPT THE 2021
CITY OF SEAFORD COMPREHENSIVE PLAN

WHEREAS, Title 22, Section 702 of the Delaware Code requires Delaware municipalities to prepare a Comprehensive Plan, for the purposes of encouraging the most appropriate uses of the physical and fiscal resources of the municipality and coordinating municipal growth, development and infrastructure investment actions with those of other municipalities, counties and the State;

WHEREAS, Title 22, Section 702 of the Delaware Code requires at least every ten (10) years, the City's Comprehensive Plan shall be revised, updated and amended as necessary and readopted by the City;

WHEREAS, the City of Seaford's last comprehensive plan was last updated in 2010 and requires revision to account for physical changes and expansion which have since occurred in both the built and natural environments of the community;

WHEREAS, extensions from the Office of State Planning were issued due to the COVID-19 pandemic that delayed the process in 2010;

WHEREAS, the 2021 City of Seaford Comprehensive Plan will be the foundation for revision or improvement of the City's Zoning Ordinance, Subdivision Ordinance, Housing codes, potential annexation plans and other implementation tools;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council for the City of Seaford, in public session met, a quorum pertaining at all times thereto, on this 28th day of September 2021, upon review and consideration voted to adopt the City of Seaford's updated Comprehensive Plan, without conditions, be and is hereby adopted, and will go into effect upon receipt of the certification letter from the Governor.

BE IT ENACTED by the City Council of the City of Seaford, Delaware on the ____ day of _____ A.D., 2021.

David C. Genshaw, Mayor

Charles Anderson, City Manager

SEAFORD COMMUNITY SWIM CENTER AGREEMENT

This AGREEMENT made the 18 day of December, 2019, in the County of Sussex, State of Delaware, by and between the SEAFORD COMMUNITY SWIM CENTER (hereinafter "SCSC"), located at 1035 W. Locust Street, Seaford, Delaware 19973 and the CITY OF SEAFORD, DELAWARE (hereinafter "Seaford"), a Delaware municipality located in Sussex County formed pursuant to the laws of the State of Delaware, having a mailing address of PO Box 1100, 414 High Street, Seaford, Delaware 19973.

WHEREAS, Seaford is the owner of certain lands situated in the City of Seaford, State of Delaware, known as Seaford Community Swim Center (hereinafter "Pool");

WHEREAS, the Pool consists of a bath house, concession stand, office and two swimming pools; and

WHEREAS, Seaford desires to have a contract for the management of the above described Pool;

WHEREAS, SCSC desires to manage, operate and maintain the Pool and its facilities.

NOW THEREFORE, the parties agree as follows:

Section 1: Premises

Seaford hereby contracts with SCSC in accordance with the terms and conditions set forth herein by the management of these certain premises located in the City of Seaford, County of Sussex, State of Delaware, and further described as Seaford Community Swim Center, 1035 W. Locust Street, Seaford, Delaware 19973.

The term "premises" shall refer to the above described land and any improvements and structures thereon unless otherwise stated herein.

Section 2: Term

The term of this agreement shall commence on the 1st day of January, 2020 and expire on the 30th day of June, 2021. At the expiration of the term, this agreement shall be renewed automatically on a month-to-month basis and may be terminated by either party by giving not less than ninety (90) days' notice in writing to the other party.

Section 3: Compensation

A. Compensation Terms

Seaford will pay the electric & telephone bill, trash services, chemicals, equipment, building and grounds maintenance, continue to provide property and liability insurance coverage.

SCSC will receive all income earned through swim team membership fees, event fees, pool concession sales and membership fees up to \$50,000; gross income over \$50,001 will be split with Seaford on a 60% Seaford and 40% SCSC basis. SCSC will provide Seaford monthly membership, income and expense reports, in the months of April – September, to the City of Seaford Director of Finance. All revenue sharing payments shall be made to the City on or before November 1st of each calendar year along with a yearend report detailing revenues,

expenses and profit sharing for the year. **Monies raised by holding fund raising events held exclusively by SCSC shall be excluded from the above compensation sharing provisions. This shall include swim team concessions and banquet ticket sales.**

B. Accounting and Inspection

SCSC shall keep or cause to be kept such reasonable books, records, journals, accounts and ledgers in accordance with generally accepted accounting principles that properly and accurately reflect the amounts of revenues and expenses received or paid by or on behalf of SCSC in furtherance of this agreement. Seaford shall have the right at any time at a reasonable hour and upon reasonable notice to SCSC to inspect, review and verify such books, records, journals, accounts and ledgers for purposes of determining the parties' rights, obligations and duties under this agreement. In the event a dispute arises with regard to such books, records, journals, accounts and ledgers as they relate to the parties' duties and obligations under this agreement, the parties shall share equally the cost of obtaining an independent accountant to review the books, records, journals, accounts and ledgers and the said independent accountant's findings shall be binding on the parties. An independent accountant shall be someone who has no prior business affiliation with either party, but whom the parties mutually agreed upon. Should the parties not be able to agree, their respective accountants shall choose the independent accountant.

Section 4: Maintenance of the Pool & Facilities

A. Facilities and Structures

Seaford shall keep and maintain all structures and facilities of any kind located on the premises, including the bath house and concession stand, office building, pools, deck, diving boards, guard stands, fencing and other ancillary items.

B. Repairs and Improvements

In the event that it becomes necessary to perform any repairs to the premises or any structures or facilities situated thereon, it shall be the responsibility of Seaford to perform such work at its expense. To the extent that repairs are required to the pool or facilities. SCSC shall promptly report any conditions concerning the premises that, in the opinion of SCSC, requires the attention of Seaford.

For purposes of this section of the agreement, a repair job to be paid by Seaford shall consist of normal wear and tear or obsolescence, any damage caused by an act of nature, damages not covered by insurance, or pre-approved repairs or improvements deemed necessary by Seaford that costs no more than \$5,000. In the event that SCSC can perform the labor required for the repairs, the calculation of the cost shall include both materials and labor; if pre-approved by Seaford.

If any repairs are covered by insurance, SCSC shall be entitled to the proceeds paid by the insurance carrier provided SCSC has done the repairs. If Seaford has the repairs done, then Seaford is entitled to the proceeds.

In the event that it becomes necessary to perform any improvements to the premises or any structures or facilities situated thereon, it shall be the responsibility of Seaford and SCSC to perform such work at its joint expense.

C. Labor

SCSC shall be responsible for all labor, supplies and materials reasonably necessary to assure the proper condition of the pool and bath house located on the premises. SCSC shall employ, discharge and supervise all employees or contractors required for the efficient operation and maintenance of the premises, including the concession stand, bath house and pools. All personnel, except contractors and employees of independent contractors shall be employees of SCSC. SCSC shall pay the salaries and benefits of all such employees and, to the extent that it may be required to hire independent contractors, pay all charges for services rendered by independent contractors and employees of independent contractors.

Section 5. Equipment and Leases

SCSC shall be responsible for providing all equipment or leases necessary to carry out the terms of this agreement. In the event Seaford determines during the term of this lease that the pool is not economically feasible and decides that it will discontinue the pool or for any reason terminate this agreement, then and in such event, Seaford shall pay to SCSC the balance of lease payments on any equipment leased for purposes of this agreement less any salvage value paid to SCSC.

Section 6. Labor Expenses

Where required to provide labor pursuant to this agreement, SCSC shall be responsible for payment of all labor-related expenses, including, but not limited to, all insurances, taxes, unemployment compensation, gross receipt taxes and any other withholding that may be required by state, federal or local laws, regulations, rules, statues or otherwise. SCSC shall indemnify and hold harmless Seaford against any liability or losses due to SCSC's failure to pay any such expenses.

Section 7. Utility Charges

Where required pursuant to this agreement, to maintain or operate any aspect of the premises or any activity thereon, including, but not limited to, the pools, bath house and concession stand, Seaford shall be responsible for the payment of all utility charges. Seaford shall indemnify and hold harmless SCSC against any liability or losses due to Seaford's failure to pay any such expenses.

Section 8. Food Concessions

SCSC shall operate food and beverage services in the concession stand. SCSC shall supply all labor, materials and equipment reasonably necessary to assure the proper maintenance and operation of all food and beverage services within the premises. All expenses incurred for cost

of goods sold shall be the sole responsibility of SCSC. The term "cost of goods" shall be defined in accordance with generally accepted accounting principles.

Section 9. Revenues and Profits.

Except for the compensation provided for in Section 3 and Section 8 of this agreement, SCSC shall not receive any revenues or profits for the operation of its activities as set forth in this agreement.

Section 10. Advertising and Promotion

Any and all advertising, promotion or the like shall remain the exclusive responsibility of SCSC, its agents and assigns.

Section 11. Insurance, Taxes and Miscellaneous Expenses

a. Liability Insurance

Seaford shall carry bodily injury, property damage and personal injury public liability insurance in limits of not less than \$1,000,000. During the continuance of this agreement, all bodily injury, property damage and personal injury, property insurance and any other coverage carried by Seaford on the property shall be extended at the expense of Seaford to insure and indemnify SCSC as well as Seaford by the appropriate endorsement of all policies evidencing such insurance as follows:

"Seaford Community Swim Center is hereby named as an additional insured, and insurance company agrees that this policy will be primary in respect to any coverage carried by Seaford Community Swim Center." Seaford shall indemnify and hold harmless SCSC for any losses or liabilities arising from the failure of Seaford to maintain the insurance required herein.

SCSC shall carry bodily injury, property damage and personal injury public liability insurance in limits of not less than \$1,000,000. During the continuance of this agreement, all bodily injury, property damage and personal injury, property insurance and any other coverage carried by SCSC on the property shall be extended at the expense of SCSC to insure and indemnify Seaford as well as SCSC by the appropriate endorsement of all policies evidencing such insurance as follows:

"Seaford is hereby named as an additional insured, and insurance company agrees that this policy will be primary in respect to any coverage carried by Seaford." SCSC shall indemnify and hold harmless Seaford for any losses or liabilities arising from the failure of SCSC to maintain the insurance required herein.

b. Taxes

Seaford as property owner is exempt from all real estate property taxes, Seaford would have no other tax responsibilities.

c. Miscellaneous Expenses

All professional fees, internet fees, cable and banking fees are the sole responsibility of SCSC related to their collection of revenues. Additionally, all concession expenses shall remain the sole and exclusive responsibility of SCSC.

Section 12. Default and Termination

In the event of default by either party, the defaulting party shall have thirty (30) days upon receiving written notice of such default from the non-defaulting party to cure it. If upon expiration of the thirty (30) days the default has not been cured, the non-defaulting party may, at its option, by further written notice to the defaulting party, declare this contract to be terminated, null and void. Upon termination of this contract for any reason, both parties shall be entitled to payment for all amounts earned and due pursuant to Section 3 and Section 8 of this agreement. In the event that any payment required under Section 3 and Section 8 of this agreement is not paid in full within thirty (30) days of its due date, either party may immediately suspend its obligations and duties under this agreement, while awaiting such default to be cured according to the terms stated herein.

Section 13. Assignment

SCSC may not assign or otherwise transfer its obligation under his agreement without prior written consent of Seaford. Any attempt to assign or otherwise transfer the obligations and duties under this agreement without such consent shall be null and void. Seaford may assign this agreement to any bona fide purchaser in which case all terms and conditions herein shall be binding on such purchaser.

Section 14. Notice and Authority

Any notice required to be given under this agreement shall be given to the parties in the following manner:

- a. Notice to Seaford shall be sent by certified mail to the City Manager, PO Box 1100 and 414 High Street, Seaford, Delaware 19973.
- b. Notices to SCSC shall be sent by certified mail to President, SCSC; PO Box 1100 and 414 High Street, Seaford, Delaware 19973.

Section 15. Modification and Amendment

This agreement may be modified or amended only upon the mutual agreement of the parties, in writing, and fully executed.

Section 16. Final Agreement

This contract constitutes the entire agreement of the parties with regard to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

Section 17. Compliance with Laws and Regulations

SCSC and Seaford shall comply with all applicable state, federal, local or municipal laws, regulations, rules, ordinances, statues or the like in carrying out its duties, obligations and operations under this agreement.

Section 18. Licensing

SCSC shall at all times during the term of this agreement maintain such licenses and permits as required for any of the various services to be performed by SCSC on behalf of Seaford.

Section 19. Force Majeure

In the event of damages by fire, casualty, vandalism, natural disaster, act of force majeure, condemnation or any other cause whatsoever so as to render the premises unfit for the purposes of this contract, this agreement shall automatically terminate.

Section 20. Bankruptcy

If bankruptcy proceedings, whether voluntary or involuntary, are commenced against either party, or if either party enters into a composition agreement with creditors, either party may terminate this agreement by giving thirty (30) days written notice to the other party.

Section 21. Independent Contractor

SCSC is an independent entity from Seaford and not an employee or owner for any purpose herein. Furthermore, nothing in this agreement shall be construed so as to limit the ability of SCSC to contract with other pools or properties for the provision of services to those set forth herein.

Section 22. No Property Interest Created

Nothing in this agreement shall be deemed to create or shall be construed as creating any property interest in or to the property for SCSC.

Section 23. Attorney's Fees

Should either party bring suit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and attorney's fees.

Section 24. Effect of Partial Invalidity

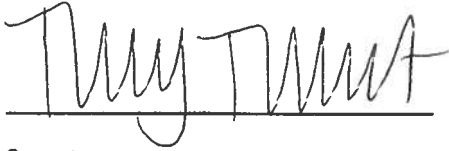
Should any section or any part of this agreement be rendered void, invalid, or unenforceable by any court of law or equity, for any reason, such a determination shall not render void, invalid or unenforceable any other section or any part of any section in this agreement. Rather, only the invalid portion of the agreement shall be deemed severed and all other terms shall be valid and binding on the parties.

Section 25. Choice of Law

This agreement has been made and entered into in the State of Delaware and the laws of such State shall govern the validity and interpretation of this agreement and performance due hereunder.

IN WITNESS WHEREOF, the parties have executed this Seaford Community Swim Center Agreement on the date and at the location first stated below.

ATTEST:



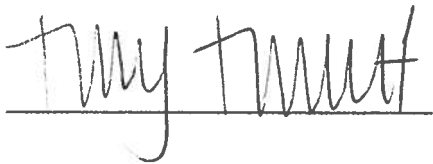
Secretary

SEAFORD COMMUNITY SWIM CENTER

 (SEAL)

Eric S. Chambers, President

WITNESS:

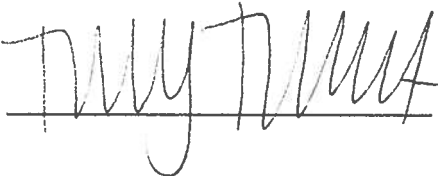


CITY OF SEAFORD, DELAWARE

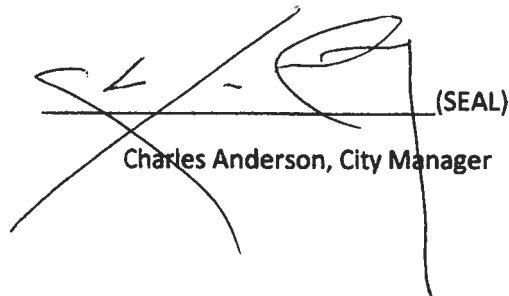
 (SEAL)

David Genshaw, Mayor

WITNESS:



CITY OF SEAFORD, DELAWARE

 (SEAL)

Charles Anderson, City Manager

NB# 4
9/28/21

REDLINE Copy

For a typical underground service at secondary voltages, the Point of Delivery is defined as the connection between the Customer-owned underground service entrance cable and the City-owned connectors used to attach the cable to the secondary terminals of the City-owned point of attachment. Customer supplies sufficient cable and conduit to reach Point of Attachment, either pad-mount transformer or pole-mount unit.

See Figures 1, 2, and 3 in Appendix B, Exhibits 9, 10 and 11.

e) Residence

(1) A bona fide, occupied single family dwelling unit suitable for year-round permanent human residence, permanently installed on a foundation and connected to working water and sewer systems and an active electrical supply.

(4)

(2) A bona fide, multi-family dwelling unit suitable for year-round permanent human residence, permanently installed on a foundation and connected to working water and sewer systems and an active electrical supply.

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f) Secondary Service

Electricity provided at a transformed voltage which is less than the utility's distribution voltage. Secondary Service as used in these Rules and Regulations typically refers to 600 volts or less. See also "Service" below.

g) Service

(1) Any electricity which the Seaford Electric Utility may supply or make provision to supply, or any work or material furnished or any obligation performed by the Utility hereunder or under any rate schedule of the Utility.

(2) Overhead and underground conductors and associated materials between the last aerial structure (typically a pole) or underground terminal (typically a pad-mounted transformer) of the City's electric distribution system and the point of connection with the Applicant's facility (typically a building eave or wall). Service as used in these Rules and Regulations typically refers to the provision of electricity at 600 volts or less.

h) Service Call

Work performed by City of Seaford employees at the Customer's facility upon request by

9. **Meter Installation, Power Factor, and Demand Determination**

a) Meters

1) The City shall furnish, install, maintain, and own one (1) set of metering equipment for measurement of the amount of energy (KWH) and demand (KW) supplied under each contract ~~for each single family residence.~~ residence. The metering equipment installed will be adequate to properly measure the electricity consumed for billing and/or load research as judged by the City. All bills will be calculated from the reading of these meters.

2) ~~The property owner and/or developer shall furnish one (1) set of metering equipment for the measurement of the amount of energy (KWH) and demand (KW) supplied under each contract for every separate unit of a multi-family residence. The metering equipment installed will be adequate to properly measure the electricity consumed for billing and/or load research as judged by the City. All bills will be calculated from the reading of these meters. The metering equipment must be purchased through the City so that it is compatible with the current meter hardware specification and our presently used the meter reading software utilized by the city.~~

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b) Meter Sockets (amended 2/10/04)

All meter sockets shall be purchased by the facility owner, contractor or designee. Installation and inspections are the responsibility of the facility owner, contractor or designee. All meter sockets shall conform to current Underwriter Laboratories (UL) and ANSI specifications. Meter sockets shall be classified as follows:

- 1) Residential
 - a. 100 ampere overhead
 - b. 200 ampere overhead or underground
 - c. Class 320 ampere single phase bolt-in, "K" base
- 2) Commercial or 3 Phase Residential
 - a. 20 ampere instrument rated
 - b. 200 ampere 3 phase self-contained
 - c. 20 ampere and higher, pre-wired with test switch
 - d. 400 ampere and higher bolt-in, "K" base

A list of approved meter sockets is contained in Exhibit 12.

NB# 1
9/28/21
CLEAN COPY

For a typical underground service at secondary voltages, the Point of Delivery is defined as the connection between the Customer-owned underground service entrance cable and the City-owned connectors used to attach the cable to the secondary terminals of the City-owned point of attachment. Customer supplies sufficient cable and conduit to reach Point of Attachment, either pad-mount transformer or pole-mount unit.

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h) Service Call

Work performed by City of Seaford employees at the Customer's facility upon request by a Customer. Service calls may involve investigation, troubleshooting, or repair of

9. **Meter Installation, Power Factor, and Demand Determination**

a) Meters

- 1) The City shall furnish, install, maintain, and own one (1) set of metering equipment for measurement of the amount of energy (KWH) and demand (KW) supplied under each contract for each single-family residence. The metering equipment installed will be adequate to properly measure the electricity consumed for billing and/or load research as judged by the City. All bills will be calculated from the reading of these meters.
- 2) The property owner and/or developer shall furnish one (1) set of metering equipment for the measurement of the amount of energy (KWH) and demand (KW) supplied under each contract for every separate unit of a multi-family residence. The metering equipment installed will be adequate to properly measure the electricity consumed for billing and/or load research as judged by the City. All bills will be calculated from the reading of these meters. The metering equipment must be purchased through the city so that it is compatible with the current meter hardware specification and the meter reading software utilized by the city.

b) Meter Sockets (amended 2/10/04)

All meter sockets shall be purchased by the facility owner, contractor or designee. Installation and inspections are the responsibility of the facility owner, contractor or designee. All meter sockets shall conform to current Underwriter Laboratories (UL) and ANSI specifications. Meter sockets shall be classified as follows:

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 - c. Class 320 ampere single phase bolt-in, "K" base
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 - b. 200 ampere 3 phase self-contained
 - c. 20 ampere and higher, pre-wired with test switch
 - d. 400 ampere and higher bolt-in, "K" base

A list of approved meter sockets is contained in Exhibit 12.

MEMORANDUM

TO: Charles Anderson, CM

FR: Berley Mears, DPW

RE: Street Paving 2021 bid

DT: September 22, 2021

The city received four bids for the above referenced project. Please see the below table:

Bidder	Total Bid
ECM Corporation	\$102,105.00
Jerry's Paving	\$137,236.00
George and Lynch, Inc.	\$138,363.00
Del-mar-va Paving LLC.	\$159,627.50

It is my recommendation to award the Street paving 2021 bid to ECM Corporation for the total of \$102,105.00. ECM Corporation is the low bidder and they have met all of the bidding requirements.

This paving is funded by local funds from our operating budget.

Please present this information to Mayor and Council at their September 28, 2021 meeting for their consideration.

Please contact me should you have any questions.

157516
9.28.21
Riverwalk

**City of Seaford Resolution in support as partnership with the Parks Resource Office,
State Division of Parks & Recreation under the Outdoor Recreation, Parks & Trails
Grant Program**

Whereas, the City of Seaford has long been committed to providing active and passive outdoor recreation experiences for its residents; and

Whereas, a key factor in business expansion and location decision is the quality of life, with a premium placed on adequate parks and open space; and

Whereas, Seaford endeavors to renew its downtown district making it a thriving and robust place for merchants drawing residents and visitors alike; and

Whereas, children exposed to parks have greater opportunities to be physically active by running, walking or participating in other recreational activities, thereby helping to combat the problem that one in three children in the U.S. are overweight or obese; and

Whereas, the Nanticoke River is valuable both regionally and nationally for natural, cultural and recreational resources; and

Whereas, the State's Outdoor Recreation, Parks & Trails Program seeks to identify ways for rehabilitating outdoor play in areas with great need; and

Whereas, the City has applied for grant assistance from the Outdoor Recreation, Parks & Trails Program to assist in construction costs for the replacement of the existing Riverwalk decking; and

Whereas, the City appoints Trisha Newcomer, Director of Economic Development and Community Relations, as its ORPT Grant manager.

NOW, THEREFORE, BE IT RESOLVED, when the City of Seaford is awarded an ORPT Grant for Riverwalk it is committed to completing the tasks outlined in the ORPT application that was submitted to the State Division of Parks & Recreation Resource Office.

BE IT FURTHER RESOLVED, when accepting ORPT Grant assistance, the City makes commitment to protecting and maintaining the Riverwalk.

I, David C. Genshaw, Mayor of the City of Seaford, do hereby certify that the foregoing is a true and correct copy of a Resolution passed by the Mayor and City Council at its Regular Meeting held in September 28th, 2021, at which a quorum was present and voting throughout and that the same is still in full force and effect.

Dated: _____

David C. Genshaw, Mayor

Attest: _____
Charles Anderson, City Manager

NPS# 0
9-28-21
NUTTER PARK

**City of Seaford Resolution in support as partnership with the Parks Resource Office,
State Division of Parks & Recreation under the Outdoor Recreation, Parks & Trails
Grant Program**

Whereas, the City of Seaford has long been committed to providing active and passive outdoor recreation experiences for its residents; and

Whereas, parks can create more vibrant, healthy, safe, and equitable communities by improving physical health and mental health; providing environmental benefits; increasing social and economic opportunities; and promoting community cohesion;

Whereas, children exposed to parks have greater opportunities to be physically active by running, walking or participating in other recreational activities, thereby helping to combat the problem that one in three children in the U.S. are overweight or obese; and

Whereas, investments in park facilities and park programming can increase park and neighborhood safety by providing healthy and positive activities that deter antisocial behavior, improving community cohesiveness, and encouraging greater use

Whereas, parks that provide a range of amenities and features and are well maintained, accessible, aesthetically pleasing, and safe are used at higher rates, which in turn maximizes potential health and other benefits for residents

Whereas, the City has applied for grant assistance from the Outdoor Recreation, Parks & Trails Program to assist in installation costs to provide security lighting and playground structure at Nutter Park; and

Whereas, the City appoints Katie Hickey, Superintendent of Parks & Recreation, as its ORPT Grant manager.

NOW, THEREFORE, BE IT RESOLVED, when the City of Seaford is awarded an ORPT Grant for Nutter Park it is committed to completing the tasks outlined in the ORPT application that was submitted to the State Division of Parks & Recreation Resource Office.

BE IT FURTHER RESOLVED, when accepting ORPT Grant assistance, the City makes commitment to protecting and maintaining the Nutter Park.

I, David C. Genshaw, Mayor of the City of Seaford, do hereby certify that the foregoing is a true and correct copy of a Resolution passed by the Mayor and City Council at its Regular Meeting held in September 28th, 2021, at which a quorum was present and voting throughout and that the same is still in full force and effect.

Dated: _____

David C. Genshaw, Mayor

Attest: _____
Charles Anderson, City Manager