

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
February 10, 2026
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
- On Facebook: www.Facebook.com/cityofseaford
- On YouTube:
<http://www.youtube.com/c/CityofSeafordDe19973>

To view this meeting agenda and supporting documentation visit our website:
www.seafordde.com/government/mayor_council/council_agendas_minutes

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

7:00 P.M. Mayor MacCoy calls the Regular Meeting to order.
Invocation.
Pledge of Allegiance to the Flag of the United States of America.
Changes to the agenda for this meeting.
Approval of the minutes of the regular meeting on January 27, 2026.

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

7:00 - 8:00 FORMAL REAL ESTATE TAX APPEALS:

PUBLIC COMMENT:

1.

CORRESPONDENCE:

1.

NEW BUSINESS:

1. Berley Mears Director of Public Works to present for approval a Site Lease Agreement with T-Mobile Northeast LLC. for portions of the property located at 1799 Dulany Street for an antenna facility installation on the Dulaney Street water tower.
2. Mayor MacCoy to present appointments for the Election Officers and Board of Elections for the 2026 Municipal Election.

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3. Deputy Chief of Police Tyler Justice to present Vacation Watch Portal Launch, an online Vacation Watch request portal on the City website through Frontline Community Policing.
4. Mayor MacCoy to present for approval holding a Riverfest event in 2027.

OLD BUSINESS:

- 1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

CITY OF SEAFORD

Municipal Election – Saturday, April 18, 2026

The City of Seaford Municipal Election will be held on Saturday, April 18, 2026, in the City Council Chambers, City Hall, 414 High Street, between the hours of 7:00 a.m. E.S.T. and 3:00 p.m. E.S.T.

One (1) Mayoral Seat (2-year Term)

Two (2) Council Member Seats (3-year Term)

Vice-Mayor Dan Henderson has filed for reelection.

Councilman Mike Bradley has filed for reelection.

Mayor Matt MacCoy has filed for reelection.

All candidates must have filed by 4:00 p.m., E.S.T., Friday, February 27, 2026. Registration can be completed at City Hall, 414 High Street, Seaford, DE. Registration hours are Monday through Friday, 7 a.m. until 4:00 p.m. or by appointment if you cannot register during these normal business hours. Any candidate who withdraws his/her name must do so in writing. Any candidate who withdraws his/her name after 4:00 p.m., E.S.T., February 27, 2026, will still appear on the official ballot for election. You must meet the following to qualify to hold the office of Mayor and/or Council Member:

- Be a bona fide citizen of the United States and of the State of Delaware and a resident of the City of Seaford for at least one (1) year next preceding the annual election; provided, however, that no full-time employee of the City of Seaford shall serve as City Councilmember during such time as he/she is a full-time employee of the City of Seaford; and
- At least eighteen (18) years of age; and
- A non-delinquent taxpayer of all capitation and property taxes of the City of Seaford for at least one (1) year next preceding the annual election. 65 Del. Laws, c. 249
- Shall not have been convicted of a felony. 76 Del. Laws, c. 153

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To be eligible to vote, anyone eighteen (18) years of age or older who is a bona fide City of Seaford resident and US Citizen **must have been registered at the State of Delaware Department of Elections by 4:00 p.m., E.S.T. on Friday March 27, 2026.**

Nonresident property owners must be owner of record for a period of six (6) months immediately preceding the date of the Annual Municipal Election (October 18, 2025) and shall have one vote **provided he or she is registered in the “Books of Registered Voters” maintained at the City Hall by 4:00 p.m. E.S.T. on Friday, March 27, 2026. Registration hours are Monday through Friday, 7 a.m. until 4 p.m., or by appointment if you cannot register during these normal business hours.**

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

LIAISON REPORTS:

1. Code, Parks and Recreation - Councilwoman Stephanie Grasset
2. Police & Fire - Councilman Dan Henderson
3. Administration - Councilman Orlando Holland
4. Electric - Councilman Mike Bradley
5. Public Works & WWTF - Councilman Alan Quillen

Mayor MacCoy 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: 02/02/2026 Revised: 02/06/2025

Posted by: bas

SITE LEASE AGREEMENT

NBH
2/10/20

This **SITE LEASE AGREEMENT** (this "Lease") is effective the date of the last signature on this Lease (the "Effective Date") by and between The City of Seaford ("Landlord"), and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant").

Landlord and Tenant agree to the following:

1. **Property and Premises Description.** Landlord is the owner of the real property located at 1799 Dulany St, Seaford, Sussex County, DE, 19973, as further described on **Exhibit A** (the "Property"). Landlord leases to Tenant the portions of the Property generally described or depicted on **Exhibit B**, as well as such additional portions of the Property that Tenant may require for the use and operation of its Antenna Facilities (as defined below), including, but not limited to, additional space in risers, conduits, and other areas that Tenant determines are required for cable runs to connect its Antenna Facilities or to bring utilities from Landlord's telephone, power, fiber optic, and/or other utility sources, and together with all necessary non-exclusive easements for vehicular and pedestrian access thereto, for placement of a grounding system, and for access to the appropriate source of telephone, power, fiber optic, and/or other utilities, in Tenant's discretion (collectively, the "Premises"). In addition, Landlord grants Tenant, at no additional Rent or charge, easements on, over, under, and across the Property for access, ingress, egress, communications, and utilities (collectively, the "Easements").

2. **Due Diligence and Landlord Cooperation.** After the Effective Date, Landlord shall cooperate with Tenant's due diligence activities, which may include, but not be limited to, access to the Property for inspections, testing, and permitting related to the Permitted Uses (as defined below). Tenant is authorized to sign, file, submit, and obtain all zoning, land use and other applications for permits, licenses, and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "Governmental Approvals"), and to the fullest extent necessary, Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Landlord shall not take any actions which are in conflict with or interfere with the Governmental Approvals.

3. **Antenna Facilities and Permitted Uses.**

a. Tenant leases the Premises for its equipment, personal property, and improvements associated with Tenant's wireless communications business (collectively, the "Antenna Facilities"). The Premises may be used for the construction, installation, operation, maintenance, repair, , removal, or replacement of any and all Antenna Facilities for no fee or additional consideration (the "Permitted Uses") Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease, provided that any material modifications to the Premises are subject to the approval of the Landlord, provided that Tenant is not required to obtain Landlord approval for routine maintenance and replacement of equipment with substantially similar equipment. Should the modifications increase the impact to the Premises (greater surface area or square footage) the modification will be evaluated by the Landlord for additional consideration.

b. Landlord acknowledges and agrees the specific locations, amounts, and types of Antenna Facilities described or depicted on **Exhibit B** are for illustrative purposes only and in no way limit Tenant's ability to modify, add to, expand, upgrade, remove, relocate, or replace the Antenna Facilities from time to time. Tenant will work to minimize additional encroachments to the Tower when modifications, additions to, expansions, upgrades, removals, relocations, or replacements occur.

c. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure,

or restrict access to the Antenna Facilities. Notwithstanding the foregoing, Tenant shall not take any action or permit any condition that impedes, restricts, or otherwise interferes with access to the Property and/or the Tower by the Landlord. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities.

d. If necessary to maintain service, Tenant shall have the right to locate a temporary antenna facility (e.g., a cell-on-wheels) on the Property, including all utilities associated with the use of the temporary antenna facility. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

e. Notwithstanding anything to the contrary in this Lease, (i) if any portion of the Antenna Facilities will be installed on a tower or water tank owned by Landlord (the "**Tower**"), Tenant warrants (through a structural evaluation by a licensed State Professional Engineer) that the Tower has structural capacity to support the Antenna Facilities as shown on **Exhibit B**; (ii) Tenant shall have the right to install the Antenna Facilities shown on **Exhibit B** at any time during the Term, without any increase in Rent; and (iii) during the Term, Landlord shall reserve space and loading capacity on the Tower for the Antenna Facilities shown on **Exhibit B**.]

4. **Lease Term.**

a. The Initial Term of the Lease shall be five (5) years commencing on the Commencement Date (as hereinafter defined) at which time rental payments shall commence, and ending on the day immediately preceding the five (5) year anniversary of the Commencement Date (the "**Initial Term**"). The "Commencement Date" shall be the earlier of (i) the first day of the month after Tenant begins installation of Tenant's Antenna Facilities; or (ii) March 1, 2027 (either the "Commencement Date"). The parties agree to acknowledge the Commencement Date in writing.

b. This Lease shall automatically renew for up to five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"); provided, however, Tenant may elect not to renew for a Renewal Term by providing written notice to Landlord three months prior to the expiration of the then current Term.

c. Upon the expiration of the final Renewal Term, this Lease shall automatically renew for up to five successive renewal terms of one (1) year each (each, an "**Extended Period**"); provided, however, Landlord may elect not to renew by providing written notice three months prior to the expiration of the then current Term. Tenant may terminate any Extended Period at any time by delivery of written notice to Landlord. The Initial Term, together with any Renewal Terms and Extended Periods, are referred to collectively as the "**Term**."

d. If Tenant remains in possession of the Premises after the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

5. **Rent/Other Charges.**

a. Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in the Notice section, or by electronic payment. The first Rent payment shall be due within 30 days after the Commencement Date. Subsequent Rent shall be payable by the 5th day of each month.

b. Immediately upon each anniversary of the Commencement Date, the Rent shall increase by an amount equal to two percent (2%) of the Rent in effect during the immediately preceding lease year, including during any extension terms. Such annual increase shall be effective automatically without further notice or demand by Landlord.

c. Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or

the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9 or similar governmental form.

d. Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within 12 months from the date the charges were incurred or due; otherwise, the charges shall be deemed time-barred and forever waived and released by Landlord.

e. If Tenant determines that Tenant overpaid Landlord for any charges due under this Lease, Tenant is permitted, upon written notice to Landlord, to deduct any such overpayment from Rent amounts due under this Lease.

6. **Interference.** Tenant shall not interfere with the radio frequency communications equipment of Landlord or any of Landlord's other tenants existing as of the Effective Date, provided that such radio frequency communications equipment operates within their respective frequencies and in compliance with applicable law. After the Effective Date, Landlord shall not install, or permit any of its tenants, licensees, employees, invitees, or agents to install, any equipment or structures that interfere with the operations of Tenant. Landlord shall remove, or cause the removal of, the source of the interference within 48 hours after Tenant's delivery of written notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference, including the right to terminate this Lease.

7. **Utility Services.** Tenant shall have the right to connect to, maintain, repair, modify, upgrade, remove, or replace existing utility related equipment and/or construct and install new utility related equipment and lines, including a generator, optical fiber facilities and alternative energy related equipment, to service the Antenna Facilities (collectively, the "**Utility Facilities**"). Landlord shall cooperate with Tenant's efforts to bring and install necessary Utility Facilities, together with any necessary easements, to enable Tenant to operate and maintain the Antenna Facilities to then current technological standards. The Utility Facilities may be brought by Tenant to the Property and the Premises, and the charges for utility usage (the "**Utility Fees**") shall be payable, by one of the following methods:

a. **Separate Meter.** Tenant may install a separate meter at any time during the Term of the Lease and will remit payment directly to the utility provider.

8. **Access.**

a. Landlord shall furnish to Tenant and Tenant's employees, agents, contractors, and other designees, at no additional charge to Tenant, unimpeded and secure access to the Premises, including the Utility Facilities, on a 24- hours-a-day, 7-days-a-week basis in order for Tenant to exercise its rights and obligations under this Lease.

b. Upon the Effective Date, Landlord shall provide all applicable access key(s) and access code(s) and a defined and accessible location on the Property for Tenant to install a secure lockbox to store any such access key(s) necessary to allow physical access to all the Antenna Facilities. Landlord shall not change the method(s) of access or access key(s) without providing Tenant prior written notice and an updated set of access key(s) or new access code(s).

c. Landlord acknowledges that denial of access may adversely impact Tenant's requirement as an FCC licensee to provide 9-1-1 emergency calling services and may adversely impact Tenant's ability to provide wireless services to its customers. In the event Landlord or its employees, agents, or contractors impede or deny access to Tenant or its employees, agents, or contractors, Tenant shall have the right, as a penalty but without waiving any other rights that it may have at law or in equity, to withhold \$500.00 per day from the Rent for each day that access is impeded or denied.

9. **Tower Compliance.**

a. No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. Any installation shall not affect the safety

equipment of the Tower and shall impair safe access and climbing of the structure. All materials proposed for installation on the Tower shall be approved by the Landlord in writing, prior to installation.

b. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

c. Not later than fifteen (15) days following the execution of this Lease, Landlord shall supply to Tenant, to the extent in Landlord's possession, copies of all structural analysis reports that have been done with respect to the Tower and throughout the Term, Tenant shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

d. Upon request of the Landlord, and on no more than one (1) occasion per ten (10) years (except for emergency repairs to the Tower), Tenant agrees to relocate its equipment on a temporary basis (a "Temporary Relocation") for the purpose of Landlord performing maintenance, repair or similar work at the Property or on the Tower provided:

- I. The Temporary Relocation is similar to Tenant's existing location in size and is fully compatible for Tenant's use, in Tenant's reasonable determination;
- II. Tenant pays all costs incurred for relocating Tenant's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the Tenant's use, in Tenant's reasonable determination;
- III. Landlord gives Tenant at least one hundred eighty (180) days written notice prior to requiring Tenant to relocate;
- IV. Tenant's use at the Premises is not interrupted or diminished during the relocation and Tenant is allowed, if necessary, in Tenant's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- V. Upon the completion of any maintenance, repair or similar work by Tenant, Tenant is permitted to return to its original location from the temporary location with all costs for the same being paid by Tenant.

10. **Termination.** Tenant may terminate this Lease upon 30 days' prior written notice to Landlord for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Tenant; (iii) in its sole discretion, for technical or economic reasons; or (iv) if Tenant is unable to obtain or maintain any Governmental Approval required for the construction or operation of the Antenna Facilities. Upon 90 days' prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.

11. **Removal at End of Term.** Within ninety (90) days of the expiration or any earlier termination of the Lease, Tenant shall remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Landlord agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Tenant shall remain the personal property of Tenant and Tenant shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal

causes Tenant to remain on the Premises after termination of this Lease, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

12. Casualty and Condemnation.

a. If the Premises or Antenna Facilities or any of the Easements are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive, and retain all proceeds of Tenant's insurance and other claims, and Tenant may terminate this Lease by written notice to Landlord.

b. If the Premises or Antenna Facilities or any of the Easements are taken or condemned by power of eminent domain or other governmental taking, then (i) Tenant shall be entitled to negotiate, compromise, receive, and retain all awards attributable to (a) the Antenna Facilities, (b) Tenant's leasehold interest in the Premises, (c) any moving or relocation benefit available to Tenant, and (d) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Premises; and (ii) Tenant may terminate this Lease by written notice to Landlord.

c. If Tenant terminates this Lease under this Section, all rights and obligations of the parties shall cease as of the date of such termination, and Tenant shall be entitled to a reimbursement of any Rent prepaid by Tenant. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate Rent for the period of time that the Antenna Facilities are not operational or accessible.

13. Default and Remedies.

a. Tenant shall be in default of this Lease if Tenant fails to perform of any of its covenants or obligations under this Lease and such failure continues for a period of 30 days after written notice thereof from Landlord (unless the nature of the event takes longer to cure and Tenant commences a cure within the initial 30-day period and diligently pursues it thereafter). Tenant shall also be in default of this Lease if Tenant (i) makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, or consents to the appointment of a receiver or trustee of all or a substantial part of its business or property; and (ii) fails to affirm its obligations under this Lease (including the provision of adequate assurance to secure its financial obligations under this Lease) within 90 days after the appointment of a trustee in bankruptcy proceedings. If a default by Tenant has occurred, Landlord may pursue any remedies available to it at law or in equity.

b. Landlord shall be in default of this Lease if (i) Landlord fails to perform of any of its covenants or obligations under this Lease and such failure continues for a period of 30 days after written notice thereof from Tenant (unless the nature of the event takes longer to cure and Landlord commences a cure within the initial 30-day period and diligently pursues it thereafter) or (ii) Landlord fails to provide Tenant with access to the Premises as required by Section 9 and Landlord fails to cure such failure within 24 hours after receiving written notice thereof from Tenant. If a default by Landlord has occurred, Tenant may pursue any remedies available to it at law or in equity, including terminating this Lease upon written notice to Landlord.

14. Taxes.

a. Landlord shall pay when due all real property taxes for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any real property tax paid by Landlord if the tax is solely and directly attributable to the presence or installation of the Antenna Facilities during the Term and is specifically and separately stated on the tax bill. Landlord shall provide written notice of the tax bill to Tenant (which shall include a copy of the tax bill) within 15 days after Landlord's receipt of the tax bill from the taxing authority. In no event shall Tenant be liable to Landlord for the payment of any real property

tax not billed by Landlord to Tenant within 1 year after the date the taxing authority issued the tax bill. Landlord shall promptly provide written notice to Tenant of any assessment affecting the Antenna Facilities. Landlord expressly authorizes Tenant to challenge any tax or assessment and will cooperate with Tenant in any such challenge. In the event Landlord fails to pay any taxes or other fees and assessments for the Property, including the Premises, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them, without notice, from Rent amounts due under this Lease.

b. Tenant shall pay any personal property taxes solely and directly attributable to the Antenna Facilities, if assessed, directly to the taxing jurisdiction.

15. **Insurance and Indemnification.**

a. During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b. Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c. Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands, and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants, or subtenants of the indemnifying party; (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants, or subtenants of the indemnifying party; or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. In no event shall either party be liable for any consequential, special, indirect, or punitive damages or causes of loss, whether arising from breach of strict liability, contract, tort, or otherwise, and regardless of whether or not such party was advised of, or should have known, the possibility of such damages.

d. The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

16. **Notices.** All notices, requests, demands, and other communications shall be in writing and shall be effective 3 business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ 1SU4512A

If to Landlord, to:

City of Seaford
PO Box 1100
Seaford, DE 19973
bmears@seafordde.com

Per the W-9 Form Rent is to be paid to:

City of Seaford
PO Box 1100
Seaford, DE 19973

17. Quiet Enjoyment, Title, Authority, and Condition of Property.

a. Landlord covenants and warrants that (i) Landlord has full right, power, and authority to execute and perform this Lease and to grant Tenant all rights set forth in this Lease, including the leasehold interest in the Premises; (ii) Landlord has good and unencumbered title to the Property, free and clear of any liens, and will not interfere with the Permitted Uses and any rights under this Lease; (iii) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage (as defined below), lease, or other agreement binding on Landlord; (iv) Tenant's use and quiet enjoyment of the Premises will not be disturbed, and Landlord shall not modify, interrupt, or interfere with any of Tenant's access, communications, utilities, or easements serving the Premises, except with the prior written approval of Tenant in each instance; and (v) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property, except for the Antenna Facilities and equipment, in good order and condition and in compliance with all applicable laws, including without limitation, where applicable, the Tower and landscaping, and common areas.

b. Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre- Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

18. Maintenance. During the Term, Tenant will maintain, repair and replace the Antenna Facilities located in the Premises or elsewhere on the Property in good, safe condition, reasonable wear and tear and casualty damage excepted. Landlord and its representatives may inspect Tenant's equipment, at reasonable times and upon reasonable notice, to determine whether Tenant is in compliance with its obligations under this Lease, provided Landlord shall not enter the Premises except as expressly set forth below. If Tenant does not timely make repairs to its equipment, to any portion of the Premises which it is utilizing, or to the utility lines or systems serving the Premises, and after notice and cure periods, Landlord may deem Tenant to be in default, and may pursue any remedies afforded to it under this Lease or under applicable law. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons or property on the Property and which requires entry onto the Property, Landlord may enter the Premises and take actions as are reasonably required to protect individuals or personal property from immediate threat of substantial harm or damage; provided that promptly after the entry (and in no event later than 24 hours), Landlord gives telephonic and written notice to Tenant of Landlord's entry onto the Premises. Upon delivering at least 30 days prior written

notice to Tenant, Landlord may enter and visually inspect the Premises provided that (i) Landlord shall not access the Premises unless a representative from Tenant is present (or Tenant has waived, in writing, its right to have a representative present), and (ii), excluding instances when Landlord accesses the Premises because of an emergency situation, Landlord shall not access the Premises more than one (1) time in any calendar year. Except in the event of an emergency situation, Landlord agrees that it will not enter the Premises without a representative of Tenant being present.

19. **Environmental Laws.** Landlord and Tenant shall comply with all applicable federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any release of Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on, in, about, beneath, or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation and reasonable attorneys' fees, or other actions required to comply with applicable law, and such indemnification shall survive the expiration or termination of this Lease. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

20. **Assignment.**

a. Tenant shall have the right to assign, sublease, or otherwise transfer this Lease upon written notice to Landlord. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations, and Landlord shall look solely to the transferee for performance under this Lease.

b. Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned, in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of Landlord under this Lease.

21. **Marking and Lighting Requirements.** If any tower or other support structure for the Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

22. **Confidentiality.** Landlord agrees that Landlord will not disclose any of the terms, covenants, conditions, or agreements set forth in this Lease or any amendments hereto, nor will Landlord provide copies of this Lease or any amendments hereto, to any person, except for Landlord's employees, consultants, or

advisors, provided that such parties have a need to know such information and are obligated to keep such information confidential.

23. Miscellaneous.

a. The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses actually incurred.

b. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c. Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver (i) a Memorandum of Lease in substantially the form attached as **Exhibit C**; and (ii) if the Property is encumbered by a deed to secure debt, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d. This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e. If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f. Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g. If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h. This Lease and the interests granted herein shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

i. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed, scanned and emailed copy and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

j. Tenant or Landlord will, within 30 Business Days' after a written request from the other party (but no more than once a calendar year), execute, acknowledge, and deliver to the specified third party, a statement in writing (i) certifying that this Lease is unmodified (or, if modified, identifying the modifications), (ii) confirming the date through which Rent is paid, (iii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of either party hereto (or, specifying such defaults, if any, are claimed), and (iiii) confirming the status of the Term.

LANDLORD:

**City of Seaford,
a(n) Municipality**

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT:

**T-Mobile Northeast LLC,
a Delaware limited liability company**

By: _____

Printed Name: _____

Title: _____

Date: _____

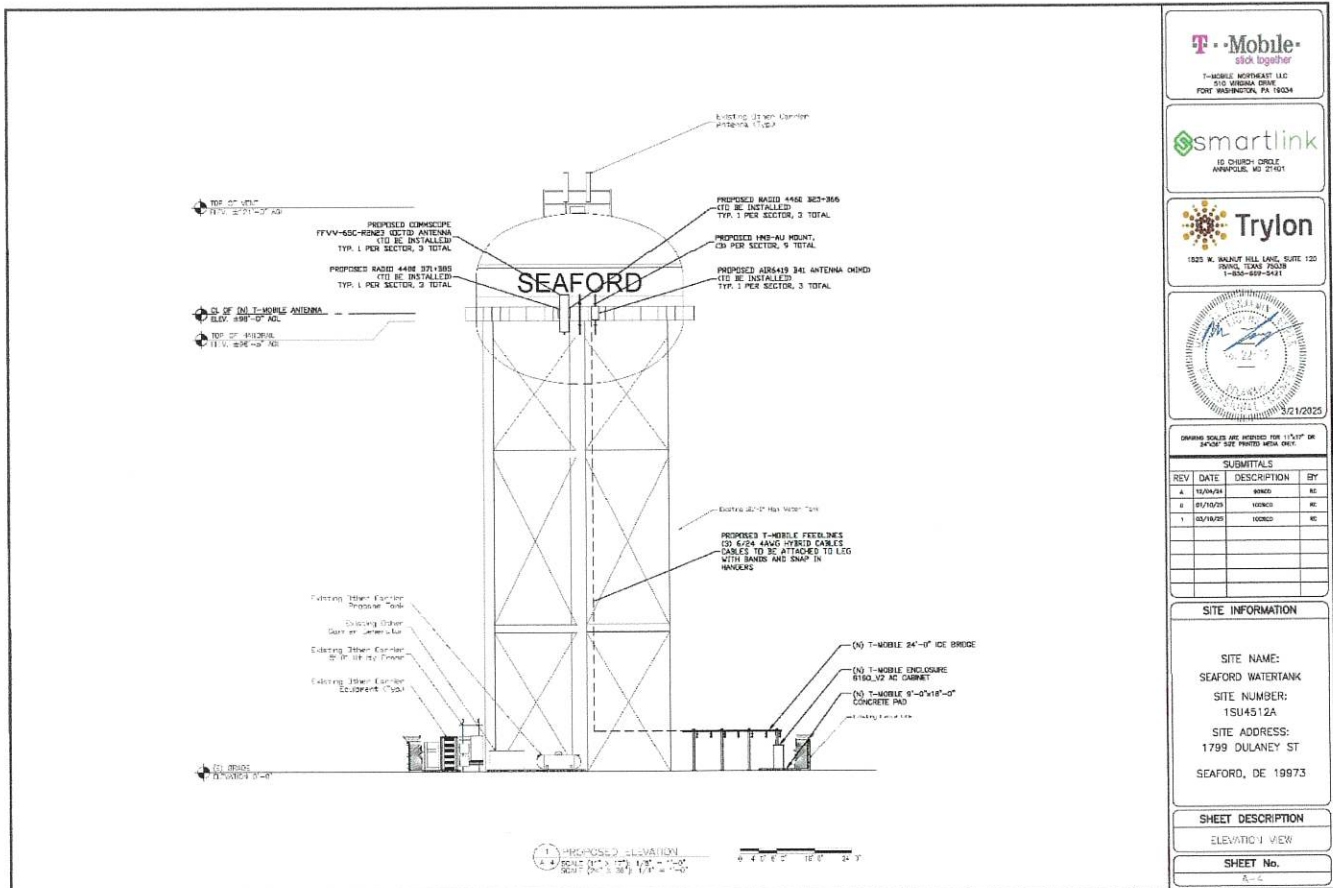
EXHIBIT A
Legal Description

Property address of 1799 Dulany Street, Seaford, Sussex County, DE, 19973 Assessor's
tax parcel number of 531-12.00-47.00

The Property is legally described as follows:
<Enter legal description below or as an attachment(s) A-2, etc.>

Premises Description

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).



MEMORANDUM

NB #2
2/10/26

To: City Council Members

Fr: Mayor Matthew MacCoy

Cc: Charles Anderson, City Manager

Re: Proposed Board of Elections /Elections Officers Appointment/Staff Assistance

Date: February 10, 2026

Please accept my recommendation to appoint the following Seaford residents to serve as Board of Elections Members and Election Officers for a term of one year that will expire on February 10, 2027.

Board of Elections

Goerge F. Stewart (Chair) – 710 Cypress Drive
Mike H. Vincent – 734 E. Ivy Drive
Sharon Drugash - 717 W. Ivy Drive

Election Officers

Rick Peterson (Inspector) – 320 N. Willey Street
Isaac Ross – 310 Grant Street
Jeffrey Stevenson – 602 Pond Street
Amy King – 1127 Magnolia Drive
Carson Hastings- 625 McKean Street
Mary Borger – 402 W. King Street

The following staff members have agreed to be assigned as relief personnel as necessary, and to assist with the Annual Municipal Election to be held on Saturday, April 18, 2026, from 7:00 a.m. until 3:00 p.m.

- Charles Anderson
- Trisha Newcomer
- Beth Stewart

Please let me know if you have any additional inquiries.
Thank you.

2027 Float-In Dates & Tides

The dates below I picked due to the ideal weather conditions for the float in and they do not fall on a Friday Night Live evening.

NP#4
2/10/26

June 19 – HT 5:55 AM & 6:09 PM

June 26 – HT 10:16 AM & 11:04 PM

July 10 – HT 10:55 AM & 11:45 PM

July 17 – HT 4:51 AM & 5:00 PM

July 24 – HT 8:58 AM & 9:32 PM

- Mid South Audio's new price for the sound and stage would be **\$7,159.50**
- Average cost of entertainment for the day is around **\$4,000** depending on how many acts – *this does not include children's area entertainment costs*
- Road closure signs from Right-Way Flagging cost around **\$900**
- Porta John & Trash Rental costs around **\$2,650**
- Advertising/signage would be an estimated **\$1,500** based off what we have spent in the past
- We no longer have a website domain for Riverfest because it costs \$500 to maintain each year, so after 2023, we closed it down.
- **TOTAL MINIMUM EXPENSES: \$16,209**
- In 2023, there was 1 chairperson, 12 coordinators, and 18 additional volunteers working an estimated total of 195 hours between planning an execution of the event