

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
June 24, 2025
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 Budget Workshop Meeting #2 minutes of May 20, 2025.
Approval of the minutes of the regular meeting on June 10, 2025

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

Mayor Matt MacCoy to recognize June 25, 2025, as World Vitiligo Day in the City of Seaford and present proclamation to Adrienne Street and Miss Black Delaware USA, Laeia Riddock-Washington.

Mayor Matt MacCoy to recognize Bill Bennett, Director of Electric, for 24 years of Service to the City of Seaford.

PUBLIC COMMENT:

1.

CORRESPONDENCE:

1.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

June 24, 2025

7:05 P.M. PUBLIC HEARING:

1. Church of God, property owner of 425 N Arch Street, Tax Map and Parcel #431-2.00-5.00, is requesting a subdivision of the referenced property into two lots.
2. David Perlmutter, property owner of Tax Map and Parcel(s) 431-5.00-290.00, 291.00, 292.00, 292.01, 296.00, 297.00, 298.00, 299.00, and 300.00 is requesting an approval for the revised preliminary site plan review of the Seaford Town Center.
3. City of Seaford Present for approval a Delaware Water Pollution Control Revolving Fund Loan for Wastewater Treatment Plant Upgrade and Expansion Project.
4. City of Seaford to present for a first reading an ordinance to amend Chapter 6, Article 2 of the Municipal Code of Seaford Delaware, "Electrical Rules and Regulations" of the City of Seaford that would change electric delinquent notification and service termination procedures.

NEW BUSINESS:

1. Chad Robinson, Vice President of the Delaware Food Bank will give a presentation to the City Council.
2. Chief of Police Marshall Craft to recommend traffic calming measures for E. Ivy Drive to address speeding complaints.
3. Present for approval a revision to the Fee and Rate Schedule that would increase the Residential Renter Customer Deposit Charge to \$300 and the Additional Deposit to \$50.
4. Present for approval Resolution 2025-03 authorizing the City of Seaford to accept a \$44,657,440 loan from the Delaware Water Pollution Control Revolving Fund for the Wastewater Treatment Plant Upgrade and Expansion Project.

OLD BUSINESS:

- 1.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

June 24, 2025

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Movie Night in the Park, June 27th, 8:30 p.m. at the grass lot behind City Hall.
2. City Offices and Utility Divisions will be closed July 4, 2025, in observance of the Fourth of July Holiday.

LIAISON REPORTS:

1. Code, Parks and Recreation - Councilwoman Stephanie Grassett
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: **06/16/2025 Revised: 6/18/2025**

Posted by: **BAS**

P.H.# 4
6-24-25

ORDINANCE #2025-04

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 6, Article 2 of the Municipal Code of Seaford, Delaware relating to "Electrical Rules and Regulations", in the manner following, to wit:

Chapter 6, Article 2 of the Municipal Code of Seaford, Delaware, is hereby amended by revising the language to read as shown on the following pages.

06/24/2025	First Reading Date
	Second Reading Date & Adoption
	Advertisement Date
	Effective Date of Ordinance

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

1. General Information

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5. Billing Procedures

- i) Address Notification

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It is the responsibility of the Customer to notify the City of Seaford of a change in account information. This shall include, but not be limited to, physical address change, an email address change, telephone number change, third-party contact information or any other contact information on file with the City for the Customer.

The City of Seaford will not be responsible for disconnection of services where the Customer has not received disconnect notification because the Customer has failed to provide updated or correct contact information.

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5.6. Credit and Collection Procedures

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- a) Guarantee of Final Bills

Deposits shall be collected in whole dollar amounts. The minimum deposit is listed in the Schedule of Fees and Charges.

The City of Seaford may require a cash deposit from an Applicant or an existing Customer for each account to guarantee payment of final bills for services rendered. When the City of Seaford holds more than one deposit for separate accounts for the same Customer, the City of Seaford shall administer each deposit individually. Service may be denied or terminated for failure to pay a deposit or increased deposit when requested. Deposits shall not be applied against current delinquent bills. Deposits will be applied against the final bill. A customer who is disconnected will be charged an additional deposit.

Examples of the Security Deposit Receipt can be found in Appendix B, Exhibit No. 4.

- b) Exception

The City of Seaford reserves the right to waive the deposit for an Applicant who has a prior satisfactory credit history established or acceptable by the City of Seaford.

c) **Deposit Requirements**

Deposit amounts for the various Customer classes are listed in the Schedule of Fees and Charges.

d) **Returned Checks**

Checks given in payment for any bills or charges rendered which are returned to the City of Seaford unpaid by the Customer's bank shall result in an additional charge as listed in the Schedule of Fees and Charges. Proper notice of the returned check and the charge shall be given to the Customer by telephone or mailed by First Class mail. Payment of the returned check and returned check charge shall be by cash, money order, or certified check or credit card. No notice of disconnection of service will be given for returned checks when check is written on a closed account or when check is written in payment of a delinquent notice or meter deposit.

Service will immediately be disconnected until all charges are paid in full. After three returned checks within a twelve month period, no more checks will be accepted on the account for the subsequent twelve month period.

e) Delinquent Notices (amended 22/1322/0422)

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Delinquent notices will be mailed immediately following the bill due date.

Delinquent bills will be due in full by 5:00 P.M. on the fifth (5th) day of each month or the first business day thereafter and disconnections will take place the following morning Unless the environmental conditions are reported outlined for excessive cold and excessive heat are predicted as outlined in section 7 Terminations, are reported.

e) —

The City of Seaford may shall not discontinue services to a residential dwelling unit due to nonpayment of past charges for services without at least 72 hours' notice to the occupants of the dwelling unit of intention to terminate, except as otherwise provided by this section.

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f) Third-Party Notification

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The City of Seaford will maintain a voluntary third-party notification program, and application, where a customer may designate, in writing, a third party, to also receive the notice of termination of service if requested by the customer (account holder). The designated third party must indicate, in writing, willingness to receive such notice on behalf of the customer. The third party will not be held liable to the City of Seaford for the utility bill by reason of for aggregating acceptance teof third-party status.

g) Right of Termination

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The City of Seaford reserves the right to terminate utility service with minimal notice in the event of a safety-related emergency.

h) Disconnect/Termination Procedures

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Disconnects will not be scheduled for customers outside the hours of 8:00 a.m. and 4:00 p.m., Monday through Thursday. Should Thursday or Friday be a legal, state or national holiday, Wednesday will be substituted for Thursday. Should Monday be a state or national, legal holiday, the next succeeding business day will be substituted for Monday.

The City of Seaford will provide methods for payment and restoration of services at all times during the disconnect period.

Disconnects will not be scheduled for customers from December 21 of each year to January 1 of the following year.

i) Avoidance of Termination due to Illness

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The City of Seaford will not terminate residential utility service if an occupant of a dwelling unit is so ill that the termination of service will adversely affect the occupant's health or recovery.

The customer (account holder) must provide a certified and signed statement from a duly licensed physician, physician assistant, or advanced nurse practitioner, of the State of

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Delaware or of a state with similar accreditation. This statement must be received by the Director of Finance, the Customer Service Coordinator, or the Billing Representative in advance of service termination.

Signed statements from a licensed physician, physician assistant, or advanced nurse practitioner, obtained pursuant to this regulation are effective for 120 days. Signed statements may be renewed by means of a new signed statement to prevent termination only if a customer makes a good faith effort to make payments towards the delinquent account balance.

j) Dispute Resolution Process

The City of Seaford will provide a dispute resolution process for Customers.

In the event of a dispute between the City's Electric Department and a Customer or Applicant, either party may submit the particulars of the complaint to the Customer Service Coordinator of the City for review and further action if necessary.

If a Customer or Applicant has a problem with the utility services provided by the City of Seaford, the Customer must first contact the City directly and provide the Customer Service Representative with all the necessary information. The City of Seaford will make reasonable efforts to provide a thorough explanation. Should the problem concern a bill for services, the Customer must contact the City Customer Service Representative immediately. If the Customer believes they have been overcharged, the Customer must discuss the bill with a representative promptly, and request to have the charges investigated. If there is a good faith dispute, the City of Seaford will not terminate services during the investigation.

If the solution to the problem or complaint offered by the City is unreasonable or the Customer believes it is at odds with the City tariff, the Customer may contact the City Manager for assistance. Upon receipt of a written complaint, the City Manager will review all available data and work to resolve any outstanding issues.

All complaints that are filed with the City Manager will need to identify a law, rule, code section or order that has been violated, and the complaint will need to state the relief requested. The formal complaint process will require both sides to produce evidence to support their case and it may require the complainant to appear for a meeting at Seaford City Hall.

The City Manager will make any final determination regarding disputes.

In the event a formal dispute is pending, the City will continue to provide utility service to the customer until the dispute is resolved. The City will make reasonable efforts to not terminate service without advance notice to any known case manager or coordinator of an occupant in an affected dwelling unit.

7. Terminations

The City of Seaford will not terminate service to residential customers (dwelling units) for nonpayment of past charges on a day when the National Weather Service via the Georgetown – Delaware Coastal Airport (KGED) reports that the 8:00 a.m. temperature measured 35 degrees Fahrenheit or below on the morning of the date when the service is scheduled for termination.

The City of Seaford will not terminate service to residential customers (dwelling units) for

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nonpayment of past charges on a day when the 8:00 a.m. National Weather Service forecast contains a special weather statement or other information predicting that the Heat Index measured at the Georgetown – Delaware Coastal Airport (KGED) may equal or exceed 95 degrees Fahrenheit on the date when service is scheduled for termination.

When termination of service has been deferred under this regulation a notice of deferral will be given to the customer (account holder) on the date on which termination was to be affected, notifying the occupant that unless proper payment arrangements are made, service will be terminated on the next day when extreme environmental conditions have abated.

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The City of Seaford will notify all customers of termination of service in apartment complexes, trailer parks, or other similar grouping of individual residential dwellings units to which service is provided directly or indirectly through a master meter without individual meters.

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The City of Seaford defines the cooling season under this regulation to be June 1 – September 30 annually.

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The City of Seaford defines the heating season under this regulation to be November 1 – March 31 annually.

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The City of Seaford will not terminate service to a residential dwelling unit during the heating or cooling season for nonpayment of a past due bill unless at least 14 calendar days prior to such termination, written notice is given to the customer (account holder).

Where the billing address is different than the location of the dwelling unit, written notice will be sent to the billing address and to the address of the dwelling unit.

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During the heating season, as defined above, the City of Seaford will make two documented attempts on separate days to contact any delinquent residential customer by telephone, text message, or email prior to actual termination of service. One attempt will be after 5:00 p.m.

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During the cooling season, as defined above, the City of Seaford will make at least one documented attempt to contact the account holder by telephone, text message, or email prior to actual termination of service.

a) Notice Content

All written notices to residential customers will include the following information-at-a minimum:

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1. The date on or after which termination of services will occur unless some satisfactory arrangement is made for the payment of the undisputed delinquent bills, this date will not be no less than 14 calendar days from the mailing of written notice.

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2. If there is a good faith dispute concerning the unpaid bills, termination of service will not take place pending determination of the dispute.

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3. Should the customer or occupant (payor) be unable to pay the full amount of the undisputed bill, termination of service may be avoided by entering into an initial payment installment agreement with the City of Seaford.

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4. ~~A referral to charitable or governmental assistance programs, including the Low-Income Home Energy Assistance Program.~~

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5. ~~That if any occupant is ill and the termination of services would adversely affect the occupant's health or recovery, the customer or occupant (payor) may defer termination of services under this regulation as described in section 6i.~~

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b) Disconnection of Service at the Request of the Customer (Account Holder)

~~Notwithstanding any other provision of this regulation, the City of Seaford may discontinue service to a residential dwelling unit if the customer (utility account holder) requests that utility services be discontinued and the request is voluntary.~~

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- ~~The Utility Bill will constitute the first notification of a required payment.~~
- 1) ~~Delinquent notices and email notices will be mailed sent 14 days prior to the termination date to the physical location and secondary location, if one is given, immediately following the bill due date to:~~
- ~~a) All accounts with a balance greater than \$100.00 will received a Notice of Termination two months in arrears and~~
 - ~~b) Accounts one month in arrears with a history of delinquency.~~

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~~An additional email notifications will be sent at least 72 hours out prior to termination to any account in danger of termination.~~

~~If there is no email address, two attempts on separate days will be made to reach the account holder by phone.~~

~~It will be the account holder's responsibility to insure contact information is accurate.~~

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~~Delinquent bills will be due in full by 5:00 P.M. on the fifth (5th) day of each month or the first business day thereafter and disconnections will take place the following morning Unless:~~

- ~~The temperature is 35 degrees Fahrenheit or below as reported by the National Weather Service via the Georgetown — Delaware Coastal Airport (KGED) at 8:00 am the morning of termination.~~
- ~~There is a predicted heat index greater than 95 degrees Fahrenheit or above as reported by the National Weather Service via the Georgetown — Delaware Coastal Airport (KGED) at 8:00 am the morning of termination.~~
- ~~If terminations are not carried out due to these circumstances, they will be preformed the next business day that weather conditions are conducive to do so.~~
- ~~Customer contacts the City office 5 days prior to termination and discuss a dispute.~~

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~~———— If the Customer Service Team is not able to resolve the dispute within two days, the termination will be postponed until it is resolved and the customer notified.~~

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Payment Arrangements

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~~———— If a customer is unable to pay the full amount of their bill, they can request a payment arrangement.~~

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~~———— The payment arrangement will consist of a mutually agreed to payment and the balance will be deferred to the following month.~~

~~———— An additional payment arrangement cannot be made until the first is paid in full.~~

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Medical Necessity — A signed statement from a licensed Physician, certifying that occupant of dwelling is so ill that termination will adversely affect their health or recovery

~~———— Statements will be good for 120 days~~

~~———— Letter of Medical Necessity can be renewed if customer makes "good faith effort" to make payment, as set forth by the Public Service Commission.~~

~~———— There will not be any disconnects December 21 through January 1.~~

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Terminations

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2)

~~3) — Requests for extensions and payment agreements will be subject to strict scrutiny but may be granted by the Credit Manager in case of hardship or extenuating circumstances.~~

4)1) Payments, or promises of payments, from social service agencies, received after 98:00 A.M., prevailing time, on the day of disconnection will be subject to the delinquent fee and additional deposit as found in the Schedule of Fees and Charges.

5)2) Payments must be made at the City Office, 414 High Street, Seaford, DE. Electric Department servicemen are not allowed to take payments.

3) If a delinquent notice is issued to the Customer and service is disconnected, the

Customer is required to pay all ongoing bills in full. Service will be restored only on payment in advance of all amounts due, plus the reconnection charge and additional deposit, which is listed in the Schedule of Fees and Charges.

6)4) _____

6)k) _____ Collections

- 1) A list of disconnected customers will be obtained monthly and inquiry will be made of local electric suppliers to determine address of disconnected customer.
- 2) A letter will be sent on all accounts ninety (90) days past due advising of pending court or collection action.

- 3) All accounts one hundred and twenty (120) days past due will be written off and turned over to the courts or a collection agency.

Payment Arrangement Procedure

Customers who are not able to pay their bill in full and demonstrate a “Good Faith Effort” to pay their bill may apply for a payment plan.

- Customers may receive up to 2 payment plans a year.
- The amount of the bill will determine the length of the payment plan.
- Customers may only have one payment plan at a time.
- Bills must remain current while on a payment plan

INSTALLMENT PLAN AGREEMENT

This agreement is between the City of Seaford and the Customer, _____,
who resides at, _____, account number, _____ for
the total sum of _____.

Date of last Payment Plan _____
How many Payment plans in the last 12 months? _____

Terms:

- The total amount listed above will be split into _____ payments to be paid in equal amounts along with the Customer's new bill, when issued. The amount will be \$_____.
- The payment plan amount will show on the Customer's bill labeled as **Payment Plan**.
- The "Total Due" amount on the Customer's bill will **include** the Payment Plan and Current Charges.
- The City of Seaford will NOT post any penalty, late fees or disconnect **AS LONG AS** payments are made as agreed upon.
- If a payment is not made as agreed to, penalty and fees will be posted to the FULL Amount.
- If a payment is not made as agreed upon, service will be terminated. In order to be restored the **FULL AMOUNT** of the Payment Agreement and any other accumulated bills will have to be paid in full.
- If disconnected, unpaid balances remaining will be sent to Collections and the Customer will be responsible for paying collection fees, attorney's fees and court costs in addition to utility bills.

By signing below I acknowledge I understand and agree to the terms of this Payment Agreement.

Customer

City of Seaford

Emergency Medical Priority

The City of Seaford cares about our customers and recognize that some face special challenges. For customers who rely on electricity to power life-support equipment in their homes, such as respirators or kidney dialysis machines, we offer the Emergency Medical Equipment Notification Program. This program provides advance notice of scheduled outages and severe weather alerts to qualified participants who depend on electricity for emergency medical and life-support equipment. Once you are enrolled, we will provide you with:

- Notification of scheduled outages in your area
- Notification of severe storms such as hurricane warnings that could lead to extended outages on our electric system
- An information package sent annually to help you prepare for emergencies

Please note that since customers who rely on electricity to power life-support equipment are located throughout out the City of Seaford, it is not possible to give priority to these customers following storm outages. It is the customer's responsibility to make appropriate arrangements in case restoration is delayed. **In addition, Customers must continue to show “Good Faith” in making their payments to prevent Disconnection of electric service.**

HOW TO ENROLL

To qualify for the program, participants must have certification from a licensed physician that a medical need exists. If you have life support equipment in your home, you and your physician must complete the required information on the appropriate certification form and submit it to our Customer Credit Department. **NOTE TO CUSTOMER:** The City of Seaford will hold confidential the medical and personal identification data provided on the forms.

You can submit your completed certification form using any of the following methods:

Fax: (302) 629-9307

Mailing Address:

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



Emergency Medical Priority

NOTE TO CUSTOMER: The Physician's Certification portion of this form must be completed and signed by the treating physician. Once approved, certification will be effective for **120 DAYS**. It is the Customer's responsibility to maintain up to date Medical Priority forms. The Customer must complete the other portions of this form accurately and completely and return the completed form to:

City of Seaford, P.O. Box 1100, Seaford, DE 19973 or **Fax:** (302)629-9307

CUSTOMER'S CERTIFICATION

Please Note: Submission of false or misleading information by the Customer may be actionable at law.

Electric Account No: _____

Name of Account Holder: _____

Service Location: _____

Name of person (the "Patient") who resides at service location listed above

Account Holder Signature: _____ Date: _____

PHYSICIAN'S CERTIFICATION

NOTE TO PHYSICIAN: This Certification is required to assist The City of Seaford in determining whether there are special circumstances in providing electricity to the Patient listed above, with regard to outages, interruptions, or terminations of service. This Certification has legal implications. Please read it carefully and complete it accurately and legibly.

1. Physician's Information: Name: _____
(Please print) State license: _____
Practice and/or specialties: _____
Office Address: _____
Office Phone: () _____

2. I last examined the Patient on _____. (should be within 6 months of receipt)
(month/date/year)

3. Medical Equipment: The Patient ☐ **does** ☐ **does not** use medical equipment that requires electricity.
- medical equipment: _____
 - medical equipment is used for the following serious illness or other medical condition of Patient.

(identify condition and/or diagnosis, and include any related conditions, symptoms or aggravations that bear on the Patient's need for the electrical medical equipment)

- medical equipment must be used by the Patient for _____ hours per day, _____ days per week; and the
- medical equipment ☐ **does** ☐ **does not** have a back-up power source and ☐ **can** ☐ **cannot** be operated manually.
- If applicable, backup will provide _____ hours of operation

REQUIRED - PLEASE CHECK ONE:

IN THE EVENT OF A POWER FAILURE TO THIS EQUIPMENT, THE ABOVE NAMED PATIENT

☐ **WOULD BE** PLACED IN AN IMMEDIATE LIFE-THREATENING EMERGENCY

☐ **WOULD NOT BE** placed in immediate danger; however, he/she should have a back-up plan for extended power outages

I certify that I am a/the treating physician of the patient described above and that I have personal knowledge of the facts described herein regarding whether or not the patient has a serious illness or other medical condition that requires electrical medical equipment or life support or which would otherwise be aggravated by interruption or termination of electrical service. The information provided by me herein is true and accurate to the best of my knowledge, information and belief:

Signature of Physician _____ Date _____

Dispute Procedure

Once a customer contacts the City of Seaford about a billing dispute, it will be the responsibility of the Customer Service Team to determine the details of the dispute.

If the dispute is related to a missing payment:

The Customer Service Representative will make every effort to locate the payment and ensure it was applied to the correct account. In order to do so they may request information related to the payment such as:

- Payment Amount
- Payment date
- Payment type (cash credit or check)
- Payment location (Online, in person, or drop box)
- Receipt
- Check number
- Voided check copy
- Any other pertinent details

If this does not resolve the dispute it will be turned over to the Customer Service Coordinator and they will investigate any previous cash over/under reports.

If the Dispute is related to a high bill:

The Customer Service Representative will make every effort to ensure the readings on the account are accurate by:

- Comparing readings to the previous month as well as the same time period for the previous year
- Comparing readings to the overall usage of the City that month
- Verifying the reading on the account to the Meter reading portal
- Verifying the reading is an actual reading and deemed accurate in the meter reading portal.

If this does not resolve the issue, the Customer Service Representative will request that the meter be tested.

- Meter testing will be done at no charge to the Customer upon request, one (1) time in a twelve (12) month period.
- Additional requests for testing will be done at the current charge for the service listed on the fee and rate schedule.

If the Customer Service Team is unable to resolve the dispute, the City Manager will be made aware of the situation and they will make a determination.

Third Party Notification Policy

I. PURPOSE:

- a. To establish a process for account holders to designate a relative, friend, member of the clergy or other third party to receive important or time sensitive account information.
- b. The third party has no legal responsibility or obligation to pay the bill. However, that person can arrange payment of your bill or talk with our customer service representatives on the account holders behalf.

II. PROCEDURES:

- a. Complete and submit Third Party Notification form. There will be a section on the Service Agreement for new customers, or a separate form for existing customers.
- b. To remove a Third Party from an account, either the account holder or the third party can request to be removed.

Application for Third Party Notice

By completing this form, I request that the third party (person or agency) named below be notified of any Non-Payment Disconnect Order issued by the City of Seaford against my account.

Customer Name _____

Account ID _____

Service Location _____

Phone _____

Email _____

Customer Signature _____

I agree to contact the above account holder of any important account information when the City of Seaford contacts me. I am in no way legally responsible for paying the bill.

Name (person or agency) _____

Email _____

Address _____

City _____

State _____

Zip _____

Third Party Signature _____

NB#2
6/24/25



CITY OF SEAFORD POLICE DEPARTMENT

300 Virginia Avenue
Seaford DE 19973
(302) 629-6645



TO: Mayor and Council
FROM: Marshall Craft
Chief of Police
DATE: June 17, 2025
RE: E. Ivy Drive Between Arbutus and Tulip Place

Dear Mayor MacCoy and Members of the City Council,

Following the completion of the recent traffic study (speed and crash) conducted on E. Ivy Drive Between Arbutus and Tulip Place, we are providing the following recommendations for traffic calming measures to address safety and speeding concerns along this roadway.

Study Summary

- **Speed Data Analysis: June 02, 2025 – June 10, 2025**
- **Vehicles analyzed:** 4,355 (622 daily average)
- **Average speed:** 22 mph
- **85th percentile speed:** 28.3 mph
- **Fastest speed recorded:** 48 mph
- **Slowest Speed:** 6 mph
- **Posted speed limit:** 15 mph (Currently **posted** on the E. Ivy Dr., but not on Lilac Lane)
- **Crash history (June 1, 2023 – June 11, 2025):**
 - **East Ivy Drive:** 1 crash (Hit & Run – vehicle vs. pet dog)
 - Other nearby streets experienced 5 total minor crashes over the same period

While the average speed is 7 mph above the posted limit, the 85th percentile speed suggests that a significant portion of drivers are traveling at potentially unsafe speeds. Additionally, the lack of posted speed limit signage on Lilac Lane may be contributing to this issue as they turn onto E. Ivy Drive.

Recommendations

1. Installation of Stop Signs

We recommend installing stop signs (northbound and southbound) at the following 'T' intersections to create a three-way stop:

- **E. Ivy Drive & Lilac Lane**
- **E. Ivy Drive & Tulip Place**

This would total two sets of stop signs at the 'T' intersections with E. Ivy Drive & Lilac Lane and E. Ivy Drive & Tulip Place. These signs will create a predictable point of interruption & vehicle flow, slow overall speeds, and increase safety for both drivers and pedestrians.

The following are approximate distances between the intersections along E. Ivy Drive between Arbutus, Lilac Lane, and Tulip Place.

- Arbutus Ave to Lilac Lane: 597''
- Lilac Lane to Tulip Place: 973' (700 block is a curved road with more active street parking as most of the driveways are smaller)

Additionally, we simulated several timed courses of travel down E. Ivy Drive, at or about 15 mph, from the intersection of Arbutus Ave. to Lilac Lane and then to Tulip Place:

- Current driving conditions on E. Ivy Drive **1:07:59 seconds**
- Simulated driving with a stop sign at Lilac Place: **1:11:55 seconds**
- Add 4 seconds between Lilac Place and Tulip Place if a stop sign were added: **1:15:55 Seconds**

2. Post Speed Limit Signs

Although the speed limit is set and posted at 15 mph on E. Ivy Drive, there are currently no posted signs on Tulip Place for vehicles approaching E. Ivy Drive. We recommend the installation of clearly visible speed limit signs in both directions (east end and West end) along Tulip Place between E. Ivy Drive and Hurley Park Drive.

3. Additional signage on the posted speed limit signs or existing light poles

Attach yellow signs beneath the posted speed limit signs or on existing light poles, on E. Ivy Drive, and the new speed limit signs on Tulip Place that read "SLOW" and CHILDREN." An example is the signs located on Arbutus Ave. East of E. Ivy Drive.

4. Enhanced Enforcement

The Seaford Police Department has already initiated increased speed enforcement efforts in the area. We recommend continuing these efforts, particularly during peak traffic hours, and expanding patrol presence if feasible. The traffic study revealed the highest volume of traffic traveling between 20 mph – 35 mph:

- Heaviest traffic volume: Wednesdays and Fridays between 2 pm – 6 pm.

5. Deployment of Portable Speed Trailer(s)

To further reinforce speed awareness, we recommend placing our portable speed trailer on E. Ivy Drive on a rotating basis. The trailer(s) have proven effective in alerting drivers to their speed and encouraging compliance with posted limits.

Additionally, if the traffic calming recommendations are approved, we will also be able to use our speed trailers for messaging to alert motorists to the new traffic patterns.

6. Phase 2 Evaluation

Once the stop signs have been installed and drivers have had time to adjust, we recommend a new Speed study after 90 days to re-evaluate.

Should speeding remain a concern, we will be better positioned to make a data-driven decision on the need for additional traffic calming measures, such as painted shoulder lines, speed humps, additional stop signs, or other signage.

Conclusion

The combination of stop sign installation, proper speed limit signage, children's signage, increased enforcement, and the deployment of our speed trailer(s) provides a comprehensive, phased approach to calming traffic on East Ivy. Drive.

We respectfully request the Council's approval to move forward with these recommendations. We will also continue monitoring traffic patterns and safety outcomes to ensure the well-being of our community.

Respectfully submitted,
Chief Marshall D. Craft Jr.



NB# 3
6.24-25

CITY OF SEAFORD SCHEDULE OF FEES AND RATES

Amended ~~May 27~~ June 24, 2025
28 August 1, 2025

Effective ~~May~~

The following fee & rate schedule contains base fees for different services and or permits obtained from the City of Seaford. The rates shown here are only current as of the date shown above. Fee calculations for permits must be performed by the City Code Department to ensure accuracy. Fee rates are never guaranteed and are subject to change at any time by an act of the City Council.

PROPERTY TAX RATE

Assessment is based on 2019 market values. The City of Seaford's taxes are assessed at 100% of appraised value and taxed at \$0.34 per \$100 of assessed value.

PROPERTY TAX RE-ASSESSMENT FEE:

As determined by current assessment charges.

* This fee applies to property tax reassessments necessary due to Sub-division Farm Land Exemption requests; Property Improvements, Subdivisions, Re-zonings and/or Annexations.

LODGING TAX

Three percent (3%) of the rent upon every occupancy of a room or rooms in a hotel, motel or tourist home within the boundaries of the City of Seaford. Such tax shall be in addition to the lodging tax imposed by the State pursuant to 30 Del. C. § 6102.

ELECTRIC UTILITY RATES

RESIDENTIAL CUSTOMERS

Customer Charge	\$22.00 Per Month
All KWH	\$0.135120

COMMERCIAL NON-DEMAND METERING (under 3500 kwh)

Customer Charge	\$24.75 Per Month
All KWH	\$0.149850

COMMERCIAL WITH DEMAND METERING (over 3500 kwh five or more times in 12 months, less than 50 KW)

Customer Charge	\$56.00 Per Month
All KWH	\$0.108100
Demand Charge	(All KW \$12.70)

MEDIUM GENERAL SERVICE Energy (50-300 KW)

Customer Charge	\$75.00 Per Month
All KWH	\$0.104900
Demand Charge	(All KW \$12.00)

LARGE GENERAL SERVICE Energy (greater than 300 KW five or more times in 12 months)

Customer Charge	\$230.00 Per Month
First 30,000 KWH	\$0.102500
Remaining KWH	\$0.091000
Demand Charge	(All KW \$11.50)
Demand Ratchet	70% of Previous 12 Month Maximum

LARGE GENERAL SERVICE -PRIMARY Energy (same as above with primary service)

Customer Charge	\$230.00 Per Month
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First 30,000 KWH	\$0.100000
Remaining KWH	\$0.087800
Demand Charge	(All KW \$11.50)
Demand Ratchet	70% of Previous 12 Month Maximum

CONNECTION CHARGES

Existing Facility, Commercial or Residential	No Charge
New Residential	No Charge
New Non-Residential	No Charge
Delinquent Charges	\$40
Residential AMI Reconnect Charges (prior to 4:00 pm Monday – Friday)	\$25
Residential AMI Reconnect Charges (after 4:00 pm Mon. – Fri., Weekends & Holidays)	\$100
Additional Deposit	\$250
Temporary Service	\$60

CUSTOMER DEPOSIT CHARGES

Residential Property Owner	No deposit required
Residential Renters	\$200 300
Commercial -	The greater of an average for 12 month's bills multiplied by 2.5 or \$200 (A surety bond may be substituted at the City's option)

STANDARD POWER FACTOR

98.5% Lagging	
Charge per 1.0% under 98.5% per KW demand	\$0.05

NEW CONSTRUCTION AND LINE EXTENSION FEES

Paid by Applicant – Refer to section 11 of the Electric rules and regulations.

* The City Council approved a selective elimination of the charges for City Labor & City Equipment costs in 2018 related to the installation of new electric services and upgrades to existing electric services by the City Electric Department. Material costs, Non-City Labor costs & Non-City Equipment costs do not apply to this waiver.

STREET CHARGE

\$5.50 per month

GREEN ENERGY

Funding for Green Energy Programs	\$0.000178 / Kwh
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PURCHASED POWER COST ADJUSTMENT CLAUSE

\$0.01836 / Kwh (Effective 06/01/2024)

ENERGY SUPPLY COST

\$0.06947 / Kwh (Effective 01/01/2021)

- Rate set by DEMEC contract

SECURITY LIGHTS

\$11.50 / month

METER TEST FEE

No charge for the first test at a location. After first test then greater of actual cost or:

Self Contained	\$35
Transformer Rated Meter	\$75

METER DEPOSIT INTEREST

Meter deposit interest is applied when refunded; with an interest rate based on the 1 year Treasury Constant Maturity Rate.

DELAWARE STATE UTILITY TAX

Industrial/Commercial Facility	4.25%
Qualified Manufacturing Facility	2.00%

RETURN PAYMENT FEE

\$40

AUTOMATIC METER INFRASTRUCTURE (AMI) OPT-OUT FEES:

One-time manual meter set-up fee	\$40.00
Manual meter reading	\$25.00/month
Delinquent Charges	\$40
Reconnect Charges (prior to 4:00 pm Monday – Friday)	\$40
Reconnect Charges (after 4:00 pm Monday – Friday, Weekends & Holidays)	\$100

LATE PAYMENT CHARGE

1.5% per month on outstanding balance

BASE FIGURE FOR ESCROW CALCULATIONS

\$0.087393 / Kwh

EV (ELECTRIC VEHICLE) CHARGING FEES:

Public Access and Use

Chargers up to 10 kW Maximum Output - \$1.00/Hour

WATER AND SEWER UTILITY RATES

All water and sewer rates are based on Equivalent Dwelling Units (EDU), which is equal to 7,500 gallons per month, (250 g.p.d.), with a minimum billing of 1 EDU per month, \$31.23 for water* and \$60.88 for sewer.

*Water rate adjustment for metered users: The first 7,500 gallons are billed at the rate of \$31.23 per 7,500 gallons/month; from 7,501-225,000 gallons at \$24.90 per 7,500 gallons/month; over – 225,000 gallons at \$26.84 per 7,500 gallons/month.

*Sewer rate adjustment for metered users: The first 7,500 gallons are billed at the rate of \$60.88 per 7,500 gallons/month; from 7,501-225,000 gallons at \$48.30 per 7,500 gallons/month; over – 225,000 gallons at \$53.23 per 7,500 gallons/month.

*Properties outside of the city limits, which have water and/or sewer service, will be charged at one and a half (1.5) times the current EDU rate. Effective January 1, 2023.

WATER AND SEWER CONNECTION SERVICE CHARGESTurn service valve on/off for:

Repairs (During City Business Hours):	No Charge
Repairs (After City Business Hours):	\$60
Non-Repair shutoff/reconnect for more than 1 week (During City Business Hours only):	\$40
Delinquent Charges	\$40
Reconnect Charges (prior to 4:00 pm Monday – Friday)	\$40
Reconnect Charges (after 4:00 pm Monday – Friday)	\$60

INDUSTRIAL PRETREATMENT ORDINANCE:WASTEWATER DISCHARGE PERMIT:

Significant Industrial User (SIU)	\$1,500.00 per application + \$1,000.00 Annual Monitoring Fee
Categorical Industrial User (CIU)	\$1,500.00 per application + \$1,000.00 Annual Monitoring Fee
Other Industrial User (OIU)	\$1,500.00 per application + \$1,000.00 Annual Monitoring Fee

OTHER FEES:

Permit Amendment	\$1,000.00 per issuance
Permit Variance (s)	\$1,000.00 per issuance

GREASE INTERCEPTOR/TRAP INSPECTION FEE:

First inspection =	No charge
Second and each additional inspection =	\$50.00

BOARD OF ADJUSTMENT HEARING:

NON-REFUNDABLE	\$300.00
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PLANNING AND ZONING HEARING:

NON-REFUNDABLE \$200.00**PLUMBER LICENSE:**

Annual License Fee = \$40.00
Surety Bond Required (\$5,000)
State of Delaware Master Plumber License Required**EXCAVATOR LICENSE:**

Annual License Fee = \$40.00
Surety Bond Required (\$20,000)**REFUSE HAULER LICENSE:**

Annual License Fee = \$50.00 for the first 5 trucks working in the City,
Plus \$10.00 for each additional truck working in the City**SEPTAGE HAULER LICENSE:**

Annual License Fee = \$120.00**SEPTAGE HAULER FEE:**

Septage Discharge Rate = \$0.075/ gallon
Porti Potty Discharge Rate = \$0.090/ gallon

* Fee is charged on maximum truck volume; not gallons unloaded.

COMMERCIAL HANDBILL DISTRIBUTOR LICENSE:

Annual License Fee = \$40.00**TRANSIENT MERCHANT LICENSE:**

Annual License Fee = \$40.00
Surety Bond Required (\$1,000)**MASSAGE BUSINESS LICENSE:**

Annual License Fee = \$40.00**RENTAL LICENSE:**

Annual License Fee = \$100.00 per rental unit
Re-inspection Fee = \$100.00 Each Additional Inspection
Late Fee = \$100.00 Each License not paid after the first of each year**ADULT USE RETAIL MARIJUANA BUSINESS LICENSE:**

Annual License Fee = \$1,000.00**SPECIAL EVENT PERMIT:**

Nonrefundable Deposit = \$100.00 per event*
Park/Facility Usage = \$150.00 per event
Police Special Duty Officer = \$69.35 per hour (3-hour min)
Specialty Electric Panel = \$550.00 per event
*Tax-Exempt organizations may be exempted from this fee. Proof of 501c3 status is required.**PARADE OR PROCESSION PERMIT:**

No Charge**SEASONAL STAND PERMIT:**

Stand size up to 100 s.f. = \$10.00
 Stand size larger than 100 s.f. = \$25.00

TEMPORARY CONTAINER (in R.O.W.) PERMIT:

Permit Fee = \$40.00
 Insurance Certificate Required

BUILDING / SIGN / EXCAVATION / SITE WORK PERMIT FEE:

Based on the Cost of Construction:

First \$1,000 = \$25.00

Plus \$ 5.00 fee for each additional \$1,000 or any portion thereafter.

All NEW residential construction shall be based on the latest edition of the Building Valuation Data table as published by the International Code Council (ICC). All other work must be accompanied by a written estimate.

PLUMBING PERMIT FEE:

Base Permit Fee \$25.00 Charge per fixture or connection \$2.00

DEMOLITION PERMIT FEE:

Structures WITH utilities \$50.00
 Structures WITHOUT utilities \$10.00

WATER IMPACT FEE:

Per EDU \$600.00

* The City Council approved a selective discount of the water impact fee in 2024 as an economic incentive to flexible warehousing space in any M-1 Light Industrial District. This incentive is targeted to spur growth through incubator business spaces. The discount is applied to the water impact fee based on the normal EDU calculation for the space. The following chart gives the discount amount based on the size of the flexible warehousing unit:

Gross Floor Area Range (square feet)	Discount applied to normal water impact fee
0 to 2,000	70%
2,001 to 4,000	60%
4,001 to 6,000	50%
6,001 to 8,000	40%
8,001 to 10,000	30%

WATER CAPACITY CHARGE:

Residential Unit without a fire suppression system \$ 100.00 per EDU

All other uses:

1" Water Tap \$ 375.00
 2" Water Tap \$ 750.00
 3" Water Tap \$1,500.00
 4" Water Tap \$3,000.00
 6" Water Tap \$3,500.00
 8" Water Tap \$4,000.00
 10" Water Tap or large \$6,000.00

WATER TAP FEE:

1" \$ 725.00 plus \$300 to open street
 1-1/2" \$ 930.00 plus \$300 to open street
 2" \$1,325.00 plus \$300 to open street

* The City Council approved a selective elimination of the water tap fees in 2024. This fee incentive applies to the first twenty-four single family detached housing units permitted, built and receiving their certificate of occupancy in 2024. This

fee reduction only applies to housing constructed within Developments in the City, where water taps have already been installed by the developer.

SEWER IMPACT FEE:

Per EDU \$1,400.00

* The City Council approved a selective discount of the sewer impact fee in 2024 as an economic incentive to flexible warehousing space in any M-1 Light Industrial District. This incentive is targeted to spur growth through incubator business spaces. The discount is applied to the sewer impact fee based on the normal EDU calculation for the space. The following chart gives the discount amount based on the size of the flexible warehousing unit:

Gross Floor Area Range (square feet)	Discount applied to normal sewer impact fee
0 to 2,000	70%
2,001 to 4,000	60%
4,001 to 6,000	50%
6,001 to 8,000	40%
8,001 to 10,000	30%

SEWER TAP FEE:

4" diameter \$1,050.00 plus \$600 to open street
6" diameter or larger \$1,050.00 plus \$600 to open street

* The City Council approved a selective elimination of the sewer tap fees in 2024. This fee incentive applies to the *first twenty-four single family detached* housing units permitted, built and receiving their certificate of occupancy in 2024. This fee reduction only applies to housing constructed within Developments in the City, where sewer taps have already been installed by the developer.

DOWNSTREAM SEWER ASSESSMENT FEE:

Lift Station #1	Methodist Manor House Drainage Shed	\$ 500.00 per EDU
Lift Station #2	Route 13 South Drainage Shed	\$ 1,000.00 per EDU
Lift Station #3	Route 13 North (SVSC) Drainage Shed	\$ 1,000.00 per EDU
Lift Station #4	Retirement Living Drainage Shed	\$ 500.00 per EDU
Lift Station #6	Virginia Commons Drainage Shed	\$ 500.00 per EDU
Lift Station #8	Hurley Heights Drainage Shed	\$ 500.00 per EDU
Lift Station #9	Cedar Avenue Drainage Shed	\$ 500.00 per EDU
Lift Station #10	Industrial Park Drainage Shed	\$ 500.00 per EDU
Lift Station #11	Dulany Street Drainage Shed	\$ 500.00 per EDU
Lift Station #12	North Ross Drainage Shed	\$ 500.00 per EDU
Lift Station #13	Governor's Grant Drainage Shed	\$ 500.00 per EDU
Lift Station #14	Mears Campus Drainage Shed	\$ 1,500.00 per EDU
Lift Station #15	Herring Run Drainage Shed	\$ 1,500.00 per EDU
Lift Station #16	Dolby Drainage Shed	\$ 1,000.00 per EDU
Lift Station #17	Western Sussex Business Campus Drainage Shed	\$ 1,000.00 per EDU
SCUSSD	Interceptor Upgrades	\$ 500.00 per EDU
NRGSE	North Ross Gravity Sewer Extension	\$ 350.00 per EDU

STORM WATER IMPACT FEE:

Per square foot of developable land \$0.10

ELECTRIC SYSTEM COST RECOVERY FEE:

<u>Residential Service Single Phase (120/240)</u>		<u>Commercial Service 3 phase (120/208) & (120/240)</u>	
100 amp	\$ 187.50	200 amp	\$ 750.00
200 amp	\$ 375.00	400 amp	\$1,500.00
300 amp	\$ 562.50	600 amp	\$2,245.00
400 amp	\$ 750.00	800 amp	\$2,995.00

Commercial Service 3 phase (277/480)

200 amp	\$ 1,730.00
400 amp	\$ 3,455.00
600 amp	\$ 5,200.00
800 amp	\$ 6,915.00

Industrial Service 3 phase (120/208) & (120/240)

200 amp	\$ 935.00
400 amp	\$ 1,870.00
600 amp	\$ 2,810.00
800 amp	\$ 3,745.00

1,000 amp	\$ 4,680.00
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Industrial Service 3 phase (277/480)

200 amp	\$ 2,160.00
400 amp	\$ 4,320.00
600 amp	\$ 6,500.00
800 amp	\$ 8,640.00
1,000 amp	\$10,790.00
2,000 amp	\$21,580.00
3,000 amp	\$32,500.00

RESIDENTIAL FIRE SPRINKLER INCENTIVE:

Developers and Home Builders who elect to install a fire sprinkler system in new one and two family dwellings that meets the requirements of IRC section P2904 and NFPA 13D shall receive a \$3,000 credit towards fees charged to them at permit issuance.

Owners of existing one and two family dwellings can qualify to receive a \$3,000 credit on their future City tax billings if they retrofit their one or two family dwelling and install a fire sprinkler system that meets the requirements of IRC section P2904 and NFPA 13D.

WATER METER & WATER METER PIT PRICES:

As determined by the Director of Public Works

REPRODUCTION FEES – (i.e. - FREEDOM OF INFORMATION ACT)

Document Copies	\$0.25 per page (\$1.00 minimum charge)
Duplicate Bill Fee	\$2.50
Print Account History	\$2.50
All other records	Actual cost of reproduction

SEAFORD POLICE DEPARTMENT FEES

Video Requests \$50/Hour (Minimum of \$50 – Maximum \$300)

Note: All video footage requests will be reviewed to determine if the video is a matter of “public record” under FOIA, before release.

Video footage that constitutes “investigatory files compiled for civil or criminal law-enforcement purposes will not be released, 29 Del. C. 10002 (o)(3).

Fingerprinting Fees \$25 for the first two cards (\$10 for each additional card)

**Check, Money Order and/or exact change is required (Payable to the Seaford Police Department)*

Collision Report Fees \$20 for Collision Report

\$60 for Fatal Collision Report

**Insurance company may submit a written request for a copy of the report*

**Must include a self-addressed stamped envelope and check or money order payable to the Seaford Police Department*

Special Duty Rates \$69.35/Hour – Minimum of three hours (Officer & Vehicle)

- \$55.00/Hour/Officer – Minimum of three hours
 - Rate set by Union
- \$14.35/Hour/Vehicle – Minimum of three hours
 - Rate set by City
- \$69.35/Hour Total: Payable to the City of Seaford

COMMERCIAL PROPERTY LISTING ON CITY WEBSITE

Per Property	\$25
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CITY EQUIPMENT & TOOL RATES

The following fees shall be charged for City of Seaford projects and code related actions in accordance with City Policy. This equipment (and/or tools) is not intended to be rented by or to the general public. All City equipment shall be operated by City personnel at all times. Personnel costs shall be charged at the current prevailing rate.

Electric Line Truck	\$40 per hour (minimum 1 hour)
Electric Bucket Truck	\$40 per hour (minimum 1 hour)
Electric Pole Trailer	\$25 per hour (minimum 1 hour)
Pick-Up/Service Truck	\$25 per hour (minimum 1 hour)
Trencher - Walk Behind	\$30 per hour (minimum 1 hour)
Trencher - Ride On w/backhoe	\$40 per hour (minimum 1 hour)
Flat Bed Dump Truck	\$35 per hour (minimum 1 hour)
Regular Dump Truck	\$35 per hour (minimum 1 hour)
Back Hoe/Loader	\$35 per hour (minimum 1 hour)
Skid Steer Loader	\$35 per hour (minimum 1 hour)
Mini Excavator	\$35 per hour (minimum 1 hour)
Tractor Mower "Bush Hog" (Ride On)	\$50 per hour (minimum 1 hour)
Tractor Mower "Cub Cadet" (Ride On)	\$50 per hour (minimum 1 hour)
Lawn Mower "Zero Turn" (Ride On)	\$20 per hour (minimum 1 hour)
Lawn Mower (Push)	\$15 per hour (minimum 1 hour)
Back Pack Blower	\$15 per hour (minimum 1 hour)
Weed Cutter (Gas Powered)	\$15 per hour (minimum 1 hour)
Chain Saw (Gas Powered)	\$15 per hour (minimum 1 hour)
Generator (19-29 KVA)	\$30 per hour (minimum 1 hour)
Generator (125-149 KVA)	\$55 per hour (minimum 1 hour)
Sewer Rodder	\$50 per hour (minimum 1 hour)
Air Compressor	\$25 per hour (minimum 1 hour)
Weed Sprayer	\$15 per hour (minimum 1 hour)
Paint Machine	\$25 per hour (minimum 1 hour)
Power Sweeper	\$50 per hour (minimum 1 hour)
Video Camera with Trailer	\$100 per hour (minimum 1 hour)
Hydra-stop with Trailer	\$100 per hour (minimum 1 hour)
<i>(Cost of the Hydra-stop sleeve is an additional charge; contact the Director of Public Works for pricing)</i>	

PARK RENTAL FEES

SOROPTIMIST PARK:

Front Pavilion	\$50 per day (due with rental form)
Back Pavilion	\$40 per day (due with rental form)

Park/Open Space Rentals:

All park rentals are \$50 per day. The following parks are eligible to be rented on a first come, first served basis. Groups, with the exception of sports tournaments, hosting two hundred (200) people or more will be required to fill out a Special Event Permit Application and pay the fees associated with that permit.

- Sports Complex Open Field
- Gateway Park
- Kiwanis Park
- Market Street Grass Lot
- High Street Grass Lot
- Riverview Park
- Oyster House Park

Field Rentals:

Non-Refundable Deposit:	\$50 per event (due with rental form)
Softball Field #1	\$100 per day
Softball Field #2	\$100 per day
Football Field - Field of Dreams*	\$100 per day
Football Field - Pine Street*	\$100 per day
Soccer Field #1**	\$50 per day
Soccer Field #2**	\$50 per day
Use of field lights:	\$30 per field per hour (Softball field #1 & #2, Field of Dreams)

*Football Field markers can be set-up for an additional \$25 per field

**Soccer field lines & goals can be set-up for an additional \$25 per field

ALL OTHER CITY PARKS:

The JAY'S NEST PLAYGROUND, which is located within the SPORTS COMPLEX, may not be rented.

NB#4
6-24-25

CITY OF SEAFORD RESOLUTION

R2025 - 03

A resolution authorizing the City of Seaford to accept a \$44,657,440 loan from the Delaware Water Pollution Control Revolving Fund.

WHEREAS, the State of Delaware, Department of Natural Resources and Environmental Control ("DNREC") has authorized a loan in the amount of \$44,657,440 (the "Loan") on behalf of the Delaware Water Pollution Control Revolving Fund (the "Fund") for the Wastewater Treatment Plant Upgrade and Expansion Project (the "Project") located within the corporate limits of the City of Seaford (the "City"), which Project will upgrade the expansion of the City's WWTP in three (3) phases. The funding will be split into individual loans based on the timing of the phases; and

WHEREAS, the City submitted the necessary loan application materials to DNREC to assist with the funding of the Project; and

WHEREAS, phase one of the Loan is to be used to finance improvements to the headworks and the primary screening equipment, rehabilitation and improvements to the influent pump station, installation of a new grit removal structure including a flow splitter box and provisions for future secondary screening equipment, rehabilitation of both primary clarifiers and installation of a new septage handling facility; and

WHEREAS, phase two of the Loan is to be used to finance upgrades and expansion of the biological, liquid stream treatment portion of the facility and conversion of the facility to membranes bioreactor; and

WHEREAS, phase three of the Loan is to be used to finance improvements to the sludge holding/blending tank and biosolids dewatering units as well as improvements to odor control and disinfection units; and

WHEREAS, pursuant to terms of the Loan (which will be documented separately), the interest rate on the Loan shall be 2%. During the disbursement period, the interest rate on the Loan shall be 0%. After the Project has been completed, principal and interest payments will be required to be paid semi-annually in an amount sufficient to amortize the outstanding balance of the Loan over thirty years. General obligation bonds of the City will secure the Loan. All legal costs, incurred by the Fund associated with Loan closing shall be borne by the City and will become a part of Loan proceeds; and

WHEREAS, pursuant to Section 35(I) of the City's Charter, the City's Council is authorized to allow short or long-term debt incurred from the Fund for the Project to be exempt from the special election requirements otherwise set forth in

Section 35 of the City's Charter; to exercise the aforesaid power, after two (2) public hearings related to the debt to be incurred, the City's Council shall adopt a resolution to that effect by the affirmative vote of five (5) members of Council; the indebtedness created under this provision shall be evidenced by notes or bonds of the City, and the full faith and credit of the City shall be deemed to be pledged thereby;

WHEREAS, the City convened duly noticed public hearings related to the Loan on May 27, 2025 and June 24, 2025; and

NOW, THEREFORE, BE IT RESOLVED, by the affirmative vote of at least five members of Council, this ____ day of ____, 2025, as follows:

1. The City is authorized to accept the Loan;
2. The Mayor and the Secretary to Council are authorized to execute appropriate documents and agreements to effectuate the Loan, consistent with Section 35 of the City's Charter.

Matthew MacCoy, Mayor

Witness

Charles Anderson, Secretary to Council

Sworn and Subscribed before me on this ____ day of _____, 2025.

Notary Public

My Commission Expires:

Payment Arrangement Procedure

Customers who are not able to pay their bill in full and demonstrate a “Good Faith Effort” to pay their bill may apply for a payment plan.

- Customers may receive up to 2 payment plans a year.
- The amount of the bill will determine the length of the payment plan.
- Customers may only have one payment plan at a time.
- Bills must remain current while on a payment plan

INSTALLMENT PLAN AGREEMENT

This agreement is between the City of Seaford and the Customer, _____,
who resides at, _____, account number, _____ for
the total sum of _____.

Date of last Payment Plan _____
How many Payment plans in the last 12 months? _____

Terms:

- The total amount listed above will be split into _____ payments to be paid in equal amounts along with the Customer's new bill, when issued. The amount will be \$_____.
- The payment plan amount will show on the Customer's bill labeled as **Payment Plan**.
- The "Total Due" amount on the Customer's bill will **include** the Payment Plan and Current Charges.
- The City of Seaford will NOT post any penalty, late fees or disconnect **AS LONG AS** payments are made as agreed upon.
- If a payment is not made as agreed to, penalty and fees will be posted to the FULL Amount.
- If a payment is not made as agreed upon, service will be terminated. In order to be restored the **FULL AMOUNT** of the Payment Agreement and any other accumulated bills will have to be paid in full.
- If disconnected, unpaid balances remaining will be sent to Collections and the Customer will be responsible for paying collection fees, attorney's fees and court costs in addition to utility bills.

By signing below I acknowledge I understand and agree to the terms of this Payment Agreement.

Customer

City of Seaford

Emergency Medical Priority

The City of Seaford cares about our customers and recognize that some face special challenges. For customers who rely on electricity to power life-support equipment in their homes, such as respirators or kidney dialysis machines, we offer the Emergency Medical Equipment Notification Program. This program provides advance notice of scheduled outages and severe weather alerts to qualified participants who depend on electricity for emergency medical and life-support equipment. Once you are enrolled, we will provide you with:

- Notification of scheduled outages in your area
- Notification of severe storms such as hurricane warnings that could lead to extended outages on our electric system
- An information package sent annually to help you prepare for emergencies

Please note that since customers who rely on electricity to power life-support equipment are located throughout out the City of Seaford, it is not possible to give priority to these customers following storm outages. It is the customer's responsibility to make appropriate arrangements in case restoration is delayed. **In addition, Customers must continue to show “Good Faith” in making their payments to prevent Disconnection of electric service.**

HOW TO ENROLL

To qualify for the program, participants must have certification from a licensed physician that a medical need exists. If you have life support equipment in your home, you and your physician must complete the required information on the appropriate certification form and submit it to our Customer Credit Department. **NOTE TO CUSTOMER:** The City of Seaford will hold confidential the medical and personal identification data provided on the forms.

You can submit your completed certification form using any of the following methods:

Fax: (302) 629-9307

Mailing Address:

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



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NOTE TO CUSTOMER: The Physician's Certification portion of this form must be completed and signed by the treating physician. Once approved, certification will be effective for **120 DAYS**. It is the Customers responsibility to maintain up to date Medical Priority forms. The Customer must complete the other portions of this form accurately and completely and return the completed form to:

City of Seaford, P.O. Box 1100, Seaford, DE 19973 or **Fax:** (302)629-9307

CUSTOMER'S CERTIFICATION

Please Note: Submission of false or misleading information by the Customer may be actionable at law.

Electric Account No: _____

Name of Account Holder: _____

Service Location: _____

Name of person (the "Patient") who resides at service location listed above

Account Holder Signature: _____ Date: _____

PHYSICIAN'S CERTIFICATION

NOTE TO PHYSICIAN: This Certification is required to assist The City of Seaford in determining whether there are special circumstances in providing electricity to the Patient listed above, with regard to outages, interruptions, or terminations of service. This Certification has legal implications. Please read it carefully and complete it accurately and legibly.

1. Physician's Information: Name: _____
(Please print) State license: _____
Practice and/or specialties: _____
Office Address: _____
Office Phone: () _____

2. I last examined the Patient on _____. (should be within 6 months of receipt)
(month/date/year)

3. Medical Equipment: The Patient ☐ **does** ☐ **does not** use medical equipment that requires electricity.
- medical equipment: _____
 - medical equipment is used for the following serious illness or other medical condition of Patient.

(identify condition and/or diagnosis, and include any related conditions, symptoms or aggravations that bear on the Patient's need for the electrical medical equipment)

- medical equipment must be used by the Patient for _____ hours per day, _____ days per week; and the
- medical equipment ☐ **does** ☐ **does not** have a back-up power source and ☐ **can** ☐ **cannot** be operated manually.
- If applicable, backup will provide _____ hours of operation

REQUIRED - PLEASE CHECK ONE:

IN THE EVENT OF A POWER FAILURE TO THIS EQUIPMENT, THE ABOVE NAMED PATIENT

☐ **WOULD BE** PLACED IN AN IMMEDIATE LIFE-THREATENING EMERGENCY

☐ **WOULD NOT BE** placed in immediate danger; however, he/she should have a back-up plan for extended power outages

I certify that I am a/the treating physician of the patient described above and that I have personal knowledge of the facts described herein regarding whether or not the patient has a serious illness or other medical condition that requires electrical medical equipment or life support or which would otherwise be aggravated by interruption or termination of electrical service. The information provided by me herein is true and accurate to the best of my knowledge, information and belief:

Signature of Physician _____ Date _____

Dispute Procedure

Once a customer contacts the City of Seaford about a billing dispute, it will be the responsibility of the Customer Service Team to determine the details of the dispute.

If the dispute is related to a missing payment:

The Customer Service Representative will make every effort to locate the payment and ensure it was applied to the correct account. In order to do so they may request information related to the payment such as:

- Payment Amount
- Payment date
- Payment type (cash credit or check)
- Payment location (Online, in person, or drop box)
- Receipt
- Check number
- Voided check copy
- Any other pertinent details

If this does not resolve the dispute it will be turned over to the Customer Service Coordinator and they will investigate any previous cash over/under reports.

If the Dispute is related to a high bill:

The Customer Service Representative will make every effort to ensure the readings on the account are accurate by:

- Comparing readings to the previous month as well as the same time period for the previous year
- Comparing readings to the overall usage of the City that month
- Verifying the reading on the account to the Meter reading portal
- Verifying the reading is an actual reading and deemed accurate in the meter reading portal.

If this does not resolve the issue, the Customer Service Representative will request that the meter be tested.

- Meter testing will be done at no charge to the Customer upon request, one (1) time in a twelve (12) month period.
- Additional requests for testing will be done at the current charge for the service listed on the fee and rate schedule.

If the Customer Service Team is unable to resolve the dispute, the City Manager will be made aware of the situation and they will make a determination.

Third Party Notification Policy

I. PURPOSE:

- a. To establish a process for account holders to designate a relative, friend, member of the clergy or other third party to receive important or time sensitive account information.
- b. The third party has no legal responsibility or obligation to pay the bill. However, that person can arrange payment of your bill or talk with our customer service representatives on the account holders behalf.

II. PROCEDURES:

- a. Complete and submit Third Party Notification form. There will be a section on the Service Agreement for new customers, or a separate form for existing customers.
- b. To remove a Third Party from an account, either the account holder or the third party can request to be removed.

Application for Third Party Notice

By completing this form, I request that the third party (person or agency) named below be notified of any Non-Payment Disconnect Order issued by the City of Seaford against my account.

Customer Name _____

Account ID _____

Service Location _____

Phone _____

Email _____

Customer Signature _____

I agree to contact the above account holder of any important account information when the City of Seaford contacts me. I am in no way legally responsible for paying the bill.

Name (person or agency) _____

Email _____

Address _____

City _____

State _____

Zip _____

Third Party Signature _____