

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
December 9, 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

6:00 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.
Executive Session:
1. Negotiations, Preliminary discussions of site acquisitions or sales/leases of real property.
Approval of the minutes of the regular meeting on November 25, 2025.

Mayor Matt MacCoy to present a proclamation to the Seaford Blue Jays' football team for winning the DIAA 1A 2025 State Championship at Seaford High School, 399 N. Market Street Extended.

Mayor Matt MacCoy to present a proclamation to the Seaford Fire Chief John "Jack" Wilson, III for his exemplary service to the Seaford Community.

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

PUBLIC COMMENT:

1.

CORRESPONDENCE:

1.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

December 9, 2025

7:05 PUBLIC HEARING:

1. Delaware Water Pollution Control Revolving Fund Binding Commitment Offer for City of Seaford – Martin Farms Sewer Relocation Phase 2 Project. The loan would be used to finance gravity sewer main relocation in portions of the Martin Farms neighborhood; West Locust Street, Read Street and McKean Street. The loan amount is \$2,070,000 for a term of 20 years and an interest rate of 2%.
2. Delaware Drinking Water State Revolving Fund Binding Commitment Offer for City of Seaford – Martin Farms Water Relocation Phase 2 Project. The loan would be used to finance water main relocation in portions of the Martin Farms neighborhood; West Locust Street, Read Street and McKean Street. The loan amount is \$1,250,000 for a term of 20 years and an interest rate of 2%.
3. Delaware Drinking Water State Revolving Fund Binding Commitment Offer for City of Seaford – Nylon Well Improvements Project. The loan would be used to finance the construction of two new production wells and a new treatment station along Nylon Blvd. The loan amount is \$2,700,000 for a term of 20 years and an interest rate of 2%.
4. Coastal Property Ventures LLC on behalf of Tidal Health Nanticoke Inc, property owner of 100 Rawlins Dr, Tax Map and Parcel #331-5.00-13.01, is requesting a final site plan review for a proposed childcare center.

NEW BUSINESS:

1. Robert Herrera with 9th Street Development to update Council regarding the process of improvements at the Nylon Capital Center.
2. Dr. Tiffany Garcia to update Council regarding Peninsula Chiropractic.
3. Bids – Seaford WWTP Upgrade and Expansion Phase I.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

December 9, 2025

OLD BUSINESS:

1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. City offices and utility divisions will be closed for the Christmas Holiday December 25th and 26th, 2025.
2. Trisha Newcomer will be acting City Manager December 19 - 25, 2025; June Meritt, Director of Finance will be acting City Manager December 26 - January 4, 2026.

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 hold an Executive Session for the purpose of discussing negotiations.

EXECUTIVE SESSION:

1. Negotiations, Preliminary discussions of site acquisitions or sales/leases of real property.

Mayor MacCoy solicits a motion to adjourn the Executive Session.

Mayor MacCoy reopens the regular Council meeting.

City Council to act on items discussed in Executive Session

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: 12/02/2025 Revised: 12/09/2025

Posted by: BAS

PH #1
12/9/25

CITY OF SEAFORD RESOLUTION

R2025 - 06

A resolution authorizing the City of Seaford to accept a \$2,070,000 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 \$2,070,000 (the "Loan") for a term of twenty (20) years on behalf of the Delaware Water Pollution Control Revolving Fund (the "Fund") for phase 2 of the gravity sewer mains relocation at the Martin Farms residential neighborhood; and

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

WHEREAS, the Loan is to be used to finance phase 2 of the gravity sewer mains relocation at the Martin Farms residential neighborhood. The gravity sewer is being relocated from behind residential properties to existing streets to make it easy for the Department of Public Works to access for future maintenance. The project is located south of State Route 20 (Stein Highway) between Sussex Avenue and North Wiley Street and along West Locust Street. The project will install approximately 871 linear feet of 12-inch gravity sewer main (along West Locust Street), 2,100 linear feet of 8-inch gravity sewer main (along Read and McKean Street), 12 manholes, and new laterals; 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, the loan will require principal and interest payments paid semi-annually in the amount sufficient to amortize the outstanding balance of the Loan over twenty years. A General Obligation Bond 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, The City shall comply in all respects with all applicable Fund requirements and reporting, federal laws, regulations, and other requirements related to or arising out of, or in connection with funding by the Fund. The City shall also comply in all respects with the Federal Single Audit Act, 2 CFR 200 Subpart F, (formerly OMB Circular A-133) as a sub-recipient of Federal funds. The Catalog of Federal Domestic Assistance ("CFDA") number for the Fund is 66.458. Where noncompliance of such requirements is determined by the Fund or the Department, the issue shall be referred to the proper federal authority and/or agency for consultation and/or enforcement action.

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 a note or bond 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 November 25, 2025, and December 9, 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

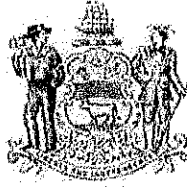
Witness

Charles Anderson, Secretary to Council

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

Notary Public

My Commission Expires:



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL

OFFICE OF THE SECRETARY
ENTERPRISE BUSINESS PARK
97 COMMERCE WAY, SUITE 106
DOVER, DELAWARE 19904

ENVIRONMENTAL
FINANCE

PHONE: (302) 739-9941

FAX: (302) 739-2137

PH #1
12/9/25

December 1, 2025

Mr. Charles D. Anderson
City Manager
City of Seaford
PO Box 1100
Seaford, DE 19973

RE: Delaware Water Pollution Control Revolving Fund Binding Commitment Offer for City of Seaford – Martin Farms Sewer Relocation Phase 2 Project

Dear Mr. Anderson:

On behalf of the Delaware Water Pollution Control Revolving Fund ("Fund"), the Delaware Department of Natural Resources and Environmental Control ("Department") is pleased to advise you that a Loan ("Loan") has been authorized from the Fund to the City of Seaford ("the City") in the amount of **\$2,070,000** for a term of **twenty (20) years**. The Loan will be used to finance phase 2 of the gravity sewer mains relocation at the Martin Farms residential neighborhood. The gravity sewer is being relocated from behind residential properties to existing streets to make it easy for the department of public works to access for future maintenance. The project is located south of State Route 20 (Stein highway) between Sussex Avenue and North Wiley Street and along West Locust Street. The project will install approximately 871 linear feet of 12-inch gravity sewer main (along West Locust Street), 2,100 linear feet of 8-inch gravity sewer main (along Read and McKean Street), 12 manholes, and new laterals.

The loan interest rate shall be **2%**. During the disbursement period, the loan interest rate shall be 0%. After the Project has been completed, the loan will require principal and interest payments paid semi-annually in an amount sufficient to amortize the outstanding balance over twenty years.

It is understood that a General Obligation Bond 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.

The Fund reserves the right to withdraw or alter the terms of this commitment if, between the date of the City's loan application and the date of the closing, the City incurs any debt or its financial condition changes in any way deemed material by the Fund at its sole discretion. Loan closing and the disbursement of funds shall remain subject to the satisfaction of any conditions established by the Fund.

The City shall comply in all respects with all applicable Fund requirements and reporting, federal laws, regulations, and other requirements related to or arising out of, or in connection with funding by the Fund. The City shall also comply in all respects with the Federal Single Audit Act, 2 CFR 200 Subpart F, (formerly OMB Circular A-133) as a sub-recipient of Federal funds. The Catalog of Federal Domestic Assistance ("CFDA") number for the Fund is 66.458. Where noncompliance of such requirements is determined by the Fund or the Department, the issue shall be referred to the proper federal authority and/or agency for consultation and/or enforcement action.

If you have any questions concerning the foregoing, please contact this office at 302-739-9941. If you concur with the terms and conditions stated above, please acknowledge your acceptance by signing below and returning the original to this office no later than September 1, 2026.

If Loan closing shall not have occurred by December 31, 2026, the Fund reserves the right to discontinue processing the City's application.

Sincerely,
FOR THE DELAWARE WATER POLLUTION CONTROL
REVOLVING FUND

Laura Robbins

Laura Robbins
Chief of Administration
Environmental Finance
DNREC- Office of the Secretary

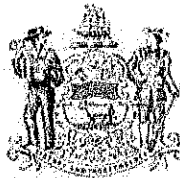
The foregoing terms and conditions are hereby acknowledged and accepted this ____ day of _____, _____.

By: _____
Charles D. Anderson
City Manager, City of Seaford

(CITY SEAL)

cc: Davison Mwale, DNREC EF

PH #1
11/25/25



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL

OFFICE OF THE SECRETARY
ENTERPRISE BUSINESS PARK
97 COMMERCE WAY, SUITE 106
DOVER, DELAWARE 19904

ENVIRONMENTAL
FINANCE

PHONE: (302) 739-9941

FAX: (302) 739-2137

September 29, 2025

Mr. Charles D. Anderson
City Manager
City of Seaford
PO Box 1100
Seaford, DE 19973

RE: Delaware Water Pollution Control Revolving Fund Binding Commitment Offer for City of Seaford – Martin Farms Sewer Relocation Phase 2 Project

Dear Mr. Anderson:

On behalf of the Delaware Water Pollution Control Revolving Fund ("Fund"), the Delaware Department of Natural Resources and Environmental Control ("Department") is pleased to advise you that a Loan ("Loan") has been authorized from the Fund to the City of Seaford ("the City") in the amount of **\$2,070,000** for a term of **twenty (20) years**. The Loan will be used to finance phase 2 of the gravity sewer mains relocation at the Martin Farms residential neighborhood. The gravity sewer is being relocated from behind residential properties to existing streets to make it easy for the department of public works to access for future maintenance. The project is located south of State Route 20 (Stein highway) between Sussex Avenue and North Wiley Street and along West Locust Street. The project will install approximately 871 linear feet of 12-inch gravity sewer main (along West Locust Street), 2,100 linear feet of 8-inch gravity sewer main (along Read and McKean Street), 12 manholes, and new laterals.

The loan interest rate shall be **2%**. During the disbursement period, the loan interest rate shall be 0%. After the Project has been completed, the loan will require principal and interest payments paid semi-annually in an amount sufficient to amortize the outstanding balance over twenty years.

It is understood that a General Obligation Bond 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.

The Fund reserves the right to withdraw or alter the terms of this commitment if, between the date of the City's loan application and the date of the closing, the City incurs any debt or its financial condition changes in any way deemed material by the Fund at its sole discretion. Loan closing and the disbursement of funds shall remain subject to the satisfaction of any conditions established by the Fund.

The City shall comply in all respects with all applicable Fund requirements and reporting, federal laws, regulations, and other requirements related to or arising out of, or in connection with funding by the Fund. The City shall also comply in all respects with the Federal Single Audit Act, 2 CFR 200 Subpart F, (formerly OMB Circular A-133) as a sub-recipient of Federal funds. The Catalog of Federal Domestic Assistance ("CFDA") number for the Fund is 66.458. Where noncompliance of such requirements is determined by the Fund or the Department, the issue shall be referred to the proper federal authority and/or agency for consultation and/or enforcement action.

If you have any questions concerning the foregoing, please contact this office at 302-739-9941. If you concur with the terms and conditions stated above, please acknowledge your acceptance by signing below and returning the original to this office no later than October 30, 2025.

If Loan closing shall not have occurred within 120 days of receipt of this letter, the Fund reserves the right to discontinue processing the City's application.

Sincerely,
FOR THE DELAWARE WATER POLLUTION CONTROL
REVOLVING FUND

Laura Robbins

Laura Robbins
Chief of Administration
Environmental Finance
DNREC- Office of the Secretary

The foregoing terms and conditions are hereby acknowledged and accepted this ____ day of _____, _____.

By: _____
Charles D. Anderson
City Manager, City of Seaford

(CITY SEAL)

cc: Davison Mwale, DNREC EF

PH # 2
12/9/25

CITY OF SEAFORD RESOLUTION R2025-07

**A resolution authorizing the City of Seaford to accept a \$1,250,000 loan,
from the Delaware Drinking Water State Revolving Fund.**

WHEREAS, the State of Delaware, Department of Health and Social Services (Department) authorized a loan in the amount of \$1,250,000 for a term of twenty (20) years for the Martin Farms Water Relocation Phase 2 Project. The Project will install approximately 870 feet of 10-inch water main, 464 feet of 8-inch water main, 2244 feet of 6-inch water main, 8 fire hydrants, valves of various sizes, and new services and meter pits to residences; and

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

WHEREAS, the loan interest rate shall be 2%. During the disbursement period, the loan interest rate shall be 0%. After the project has been completed, up to \$388,902 of the principal balance will be forgiven. The remaining principal balance, approximately \$861,098, will require principal and interest payments paid semi-annually in an amount sufficient to amortize the outstanding balance over twenty years; and

WHEREAS, that a General Obligation Bond Pledge 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 the loan proceeds; and

WHEREAS, the Fund reserves the right to withdraw or alter the terms of this commitment if, between the date of the City's loan application and the date of the closing, the City incurs any debt or its financial condition changes in any way deemed material by the Fund at its sole discretion. Loan closing and the disbursement of funds shall remain subject to the satisfaction of any conditions established by the Fund; 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 a note or bond 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 November 25, 2025 and December 9, 2025; and

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City of Seaford is authorized to accept the Loan; and
2. The Mayor and the Secretary to Council are authorized to execute appropriate agreements to effectuate the loan.

Matthew MacCoy, Mayor

Witness

Charles Anderson, Secretary to Council

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

Notary Public

My Commission Expires:



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL

OFFICE OF THE SECRETARY
ENTERPRISE BUSINESS PARK
97 COMMERCE WAY, SUITE 106
DOVER, DELAWARE 19904

ENVIRONMENTAL
FINANCE

PHONE: (302) 739-9941
FAX: (302) 739-2137

PH #2
12/9/25

December 1, 2025

Mr. Charles Anderson
City Manager
City of Seaford
PO Box 1100
Seaford, DE 19973

RE: Delaware Drinking Water State Revolving Fund Binding Commitment Letter Offer, City of
Seaford — Martin Farms Water Relocation Phase 2 Project

Dear Mr. Anderson:

On behalf of the Delaware Drinking Water State Revolving Fund (Fund), the Department of Health and Social Services (Department) is pleased to advise you that a Loan (Loan) has been authorized from the Fund to the City of Seaford (the City) in the amount of **\$1,250,000** for a term of **twenty (20) years** for the Martin Farms Water Relocation Phase 2 Project. This project will install approximately 870 feet of 10-inch water main, 464 feet of 8-inch water main, 2244 feet of 6-inch water main, 8 fire hydrants, valves of various sizes, and new services and meter pits to residences.

The loan interest rate shall be **2%**. **During the disbursement period, the loan interest rate shall be 0%.** After the project has been completed, up to \$388,902 of the principal balance will be forgiven. The remaining principal balance, approximately \$861,098 will require principal and interest payments paid semi-annually in an amount sufficient to amortize the outstanding balance over twenty years.

It is understood that a General Obligation Bond Pledge 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.

The Fund reserves the right to withdraw or alter the terms of this commitment if, between the date of the City's loan application and the date of the closing, the City incurs any debt or its financial condition changes in any way deemed material by the Fund at its sole discretion. Loan closing and the disbursement of funds shall remain subject to the satisfaction of any conditions established by the Fund.

The City shall comply in all respects with all applicable Fund requirements and reporting, federal laws, regulations, and other requirements related to or arising out of, or in connection with funding by the Fund, including but not limited to all requirements outlined in the financing agreement to be entered into by the Department and the City. The City shall also comply in all respects with the Federal Single Audit Act, 2 CFR 200 Subpart F, as a sub-recipient of Federal funds. The Catalog of Federal Domestic

December 1, 2025
DWSRF Binding Commitment Letter
City of Seaford – Martin Farms Phase 2 Project
Page | 2

Assistance (CFDA) number for the Fund is 66.468. Where noncompliance of such requirements is determined by the Fund or the Department, the issue shall be referred to the proper federal authority and/or agency for consultation and/or enforcement action.

If you have any questions concerning the foregoing, please contact this office at 302-739-9941. If you concur with the terms and conditions stated above, please acknowledge your acceptance by signing below and returning the original to this office no later than September 1, 2026.

If Loan closing shall not have occurred by December 31, 2026, the Fund reserves the right to discontinue processing the City's application.

Sincerely,
FOR THE DELAWARE DRINKING WATER STATE
REVOLVING FUND

Laura Robbins

Laura Robbins
Chief of Administration, Environmental Finance
DNREC - Office of the Secretary

The foregoing terms and conditions are hereby acknowledged and accepted this ____ day of _____, _____.

(SEAL OF THE CITY)

By: _____
Charles Anderson
City Manager, City of Seaford

cc: Marissa Jacobi, DHSS-DPH
Brianna Kresse, DHSS-DPH



STATE OF DELAWARE
**DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL**

OFFICE OF THE SECRETARY
ENTERPRISE BUSINESS PARK
97 COMMERCE WAY, SUITE 106
DOVER, DELAWARE 19904

ENVIRONMENTAL
FINANCE

PHONE: (302) 739-9941
FAX: (302) 739-2137

PH #2
11/25/25

October 16, 2025

Mr. Charles Anderson
City Manager
City of Seaford
PO Box 1100
Seaford, DE 19973

RE: Delaware Drinking Water State Revolving Fund Binding Commitment Letter Offer, City of
Seaford – Martin Farms Water Relocation Phase 2 Project

Dear Mr. Anderson:

On behalf of the Delaware Drinking Water State Revolving Fund (Fund), the Department of Health and Social Services (Department) is pleased to advise you that a Loan (Loan) has been authorized from the Fund to the City of Seaford (the City) in the amount of **\$1,250,000** for a term of **twenty (20) years** for the Martin Farms Water Relocation Phase 2 Project. This project will install approximately 870 feet of 10-inch water main, 464 feet of 8-inch water main, 2244 feet of 6-inch water main, 8 fire hydrants, valves of various sizes, and new services and meter pits to residences.

The loan interest rate shall be **2%**. **During the disbursement period, the loan interest rate shall be 0%.** After the project has been completed, up to \$388,902 of the principal balance will be forgiven. The remaining principal balance, approximately \$861,098 will require principal and interest payments paid semi-annually in an amount sufficient to amortize the outstanding balance over twenty years.

It is understood that a General Obligation Bond Pledge 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.

The Fund reserves the right to withdraw or alter the terms of this commitment if, between the date of the City's loan application and the date of the closing, the City incurs any debt or its financial condition changes in any way deemed material by the Fund at its sole discretion. Loan closing and the disbursement of funds shall remain subject to the satisfaction of any conditions established by the Fund.

The City shall comply in all respects with all applicable Fund requirements and reporting, federal laws, regulations, and other requirements related to or arising out of, or in connection with funding by the Fund, including but not limited to all requirements outlined in the financing agreement to be entered into by the Department and the City. The City shall also comply in all respects with the Federal Single Audit Act, 2 CFR 200 Subpart F, as a sub-recipient of Federal funds. The Catalog of Federal Domestic

October 16, 2025
DWSRF Binding Commitment Letter
City of Seaford – Martin Farms Phase 2 Project
Page | 2

Assistance (CFDA) number for the Fund is 66.468. Where noncompliance of such requirements is determined by the Fund or the Department, the issue shall be referred to the proper federal authority and/or agency for consultation and/or enforcement action.

If you have any questions concerning the foregoing, please contact this office at 302-739-9941. If you concur with the terms and conditions stated above, please acknowledge your acceptance by signing below and returning the original to this office no later than December 16, 2025.

If Loan closing shall not have occurred within 120 days of the receipt of this letter, the Fund reserves the right to discontinue processing the City's application.

Sincerely,
FOR THE DELAWARE DRINKING WATER STATE
REVOLVING FUND

Laura Robbins

Laura Robbins
Chief of Administration, Environmental Finance
DNREC - Office of the Secretary

The foregoing terms and conditions are hereby acknowledged and accepted this ____ day of _____, _____.

(SEAL OF THE CITY)

By: _____
Charles Anderson
City Manager, City of Seaford

cc: Marissa Jacobi, DHSS-DPH
Brianna Kresse, DHSS-DPH

PH #3
12/9/25

CITY OF SEAFORD RESOLUTION R2025-08

A resolution authorizing the City of Seaford to accept a \$2,700,000 loan, from the Delaware Drinking Water State Revolving Fund.

WHEREAS, the State of Delaware, Department of Health and Social Services (Department) authorized a loan in the amount of \$2,700,000 for a term of twenty (20) years (if applicable) for the Nylon Well Improvements Project, which will include the construction of two new production wells in the confined aquifer and a new treatment station along Nylon Boulevard on property which is owned by the City. The treatment station will consist of chemical feeds for pH adjustment, disinfection, and corrosion control; and

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

WHEREAS, the interest rate shall be 2%. During the disbursement period, the loan interest rate shall be 0%. After the project has been completed, up to \$2,700,000 of the principal balance will be forgiven. Should the project not be completed the principal balance, will require principal and interest payments paid semi-annually in an amount sufficient to amortize the outstanding balance over twenty years; and

WHEREAS, that a General Obligation Bond Pledge 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 the loan proceeds; and

WHEREAS, the Fund reserves the right to withdraw or alter the terms of this commitment if, between the date of the City's loan application and the date of the closing, the City incurs any debt or its financial condition changes in any way deemed material by the Fund at its sole discretion. Loan closing and the disbursement of funds shall remain subject to the satisfaction of any conditions established by the Fund; 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 a note or bond 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 November 25, 2025 and December 9, 2025; and

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City of Seaford is authorized to accept the Loan; and
2. The Mayor and the Secretary to Council are authorized to execute appropriate agreements to effectuate the loan.

Matthew MacCoy, Mayor

Witness

Charles Anderson, Secretary to Council

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

Notary Public

My Commission Expires:



STATE OF DELAWARE
**DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL**

OFFICE OF THE SECRETARY
ENTERPRISE BUSINESS PARK
97 COMMERCE WAY, SUITE 106
DOVER, DELAWARE 19904

ENVIRONMENTAL
FINANCE

PHONE: (302) 739-9941
FAX: (302) 739-2137

PH# 3
11/25/25

October 16, 2025

Mr. Charles Anderson
City Manager
City of Seaford
PO Box 1100
Seaford, DE 19973

RE: Delaware Drinking Water State Revolving Fund Binding Commitment Letter Offer, City of
Seaford – Nylon Well Improvements Project

Dear Mr. Anderson:

On behalf of the Delaware Drinking Water State Revolving Fund (Fund), the Department of Health and Social Services (Department) is pleased to advise you that a Loan (Loan) has been authorized from the Fund to the City of Seaford (the City) in the amount of **\$2,700,000** for a term of **twenty (20) years** (if applicable) for the Nylon Well Improvements Project. This project will include the construction of two new production wells in the confined aquifer and a new treatment station along Nylon Boulevard on property which is owned by the City. The treatment station will consist of chemical feeds for pH adjustment, disinfection, and corrosion control.

The loan interest rate shall be **2%**. **During the disbursement period, the loan interest rate shall be 0%.** After the project has been completed, up to \$2,700,000 of the principal balance will be forgiven. Should the project not be completed the principal balance, will require principal and interest payments paid semi-annually in an amount sufficient to amortize the outstanding balance over twenty years.

It is understood that a General Obligation Bond Pledge 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.

The Fund reserves the right to withdraw or alter the terms of this commitment if, between the date of the City's loan application and the date of the closing, the City incurs any debt or its financial condition changes in any way deemed material by the Fund at its sole discretion. Loan closing and the disbursement of funds shall remain subject to the satisfaction of any conditions established by the Fund.

The City shall comply in all respects with all applicable Fund requirements and reporting, federal laws, regulations, and other requirements related to or arising out of, or in connection with funding by the Fund, including but not limited to all requirements outlined in the financing agreement to be entered into by the Department and the City. The City shall also comply in all respects with the Federal Single Audit

October 16, 2025
DWSRF Binding Commitment Letter
City of Seaford – Nylon Well Improvements Project
Page | 2

Act, 2 CFR 200 Subpart F, as a sub-recipient of Federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for the Fund is 66.468. Where noncompliance of such requirements is determined by the Fund or the Department, the issue shall be referred to the proper federal authority and/or agency for consultation and/or enforcement action.

If you have any questions concerning the foregoing, please contact this office at 302-739-9941. If you concur with the terms and conditions stated above, please acknowledge your acceptance by signing below and returning the original to this office no later than December 16, 2025.

If Loan closing shall not have occurred within 120 days of the receipt of this letter, the Fund reserves the right to discontinue processing the City's application.

Sincerely,
FOR THE DELAWARE DRINKING WATER STATE
REVOLVING FUND

Laura Robbins

Laura Robbins
Chief of Administration, Environmental Finance
DNREC - Office of the Secretary

The foregoing terms and conditions are hereby acknowledged and accepted this ____ day of _____, _____.

(SEAL OF THE CITY)

By: _____
Charles Anderson
City Manager, City of Seaford

cc: Marissa Jacobi, DHSS-DPH
Brianna Kresse, DHSS-DPH

NB # 3
12/9/25

■ ■ ■ ■

ARCHITECTS
ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
PH: 410.742.3115
PH: 800.789.4462
salisbury@gmbnet.com

SALISBURY
BALTIMORE
SEAFORD
LEWES
OCEAN VIEW

www.gmbnet.com

■ ■ ■ ■

November 24, 2025

City of Seaford
414 High Street
P.O. Box 1100
Seaford, DE 19973

Attn: Mr. Charles D. Anderson, City Manager

Re: Seaford WWTF Upgrade & Expansion Phase 1
Bid Award Recommendation
GMB File No. 220042

Dear Mr. Anderson:

On November 19, 2025, bids for the Seaford WWTF Partial Upgrade & Expansion were received, opened and read publicly. A total of two (2) bids were submitted by Contractors from Maryland and Pennsylvania. The total bid amounts (Schedule A + B) ranged from \$13.1 to \$14.7 million. The Engineer's estimate of probable construction was \$10.3 million. Therefore, the low Bid is approximately 27% greater than the estimated construction cost. A tabulation of both bids is enclosed with this letter of recommendation for award.

The lowest bid of \$13,100,500.00 was submitted by Bearing Construction, Inc. of Sudlersville, Maryland. The second lowest bid (\$14,767,878.00) was submitted by M2 Construction, LLC of Lancaster, Pennsylvania

GMB reviewed both bids and we offer the following comments:

- GMB believes that the current economic conditions related to recently enacted tariffs contributed to the cost of the project being greater than GMB estimated.
- Both Bidders acknowledged receipt of all Addenda.
- Both Bidders provided the required bid bond.
- The difference between the two (2) bids is approximately \$1.67 million or 12.7%.
- Both Bearing Construction and M2 Construction have both performed wastewater treatment plant improvement projects within the Mid-Atlantic region in the cost range of this particular project.
- Both contractors recently bid a significant WWTP project in Rock Hall, MD; they were the sole bidders on this project as well. Bids for M2 and Bearing were \$26.8M and \$27.5M, respectively. The project has been awarded to M2 and is expected to commence construction in early 2026. This may have impacted how aggressively these contractors Bid the Seaford project.
- Both Bidders submitted the necessary American Iron & Steel Certification, Affidavit of Employee Drug Testing Program, and Bryd Anti-Lobbying Amendment.

JAMES H. WILLEY, JR., P.E.
CHARLES M. O'DONNELL, III, P.E.
A. REGGIE MARINER, JR., P.E.
JAMES C. HOAGESON, P.E.
STEPHEN L. MARSH, P.E.
DAVID A. VANDERBEEK, P.E.
ROLAND E. HOLLAND, P.E.
JASON M. LYTLE, P.E.
CHRIS B. DERBYSHIRE, P.E.
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALLISTER, P.E.
W. MARK GARDOCKY, P.E.
ANDREW J. LYONS, JR., P.E.

PETER A. BOZICK, JR., P.E.
JUDY A. SCHWARTZ, P.E.
W. BRICE FOXWELL, P.E.

JOHN E. BURNSWORTH, P.E.
VINCENT A. LUCIANI, P.E.
AUTUMN J. BURNS
CHRISTOPHER J. PFEIFER, P.E.
BENJAMIN K. HEARN, P.E.

As was presented at City Council public hearings held earlier in 2025, the City's WWTF must be upgraded and expanded; it is imperative that the project proceed and construction of the necessary improvements be completed. The selected Bidder must be successful in managing project schedules, as well as managing the work of their subcontractors, to ensure that the project is completed on time.

GMB has worked with Bearing Construction on several municipal treatment plant projects. GMB also has recent working experience with M2 Construction on several wastewater treatment plant projects. As such, GMB's recommendation is based on first-hand experience for both Bearing Construction and M2 Construction.

GMB's previous project experience for both contractors is that they did satisfactory work; superintendents assigned to the job were experienced and worked well with clients; they satisfactorily managed subcontractors; and jobs were completed in a satisfactory timeframe barring any circumstances outside of the Contractor's control. Both Contractors also self-perform most all trade work, which allows for better work schedule control.

Focus was made with regard to Bearing Construction's recent work performance since they were the apparent low bidder. Bearing Construction is currently completing several large industrial WWTP projects for Mountaire Farms and Perdue Farms. Bearing Construction has also recently completed municipal WWTP projects for the Town of Ocean City, MD, Cecil County, MD, and Sussex County, DE.

For the reasons stated above, Bearing Construction, Inc. was found to be the lowest responsive, responsible bidder. Accordingly, GMB recommends awarding the Seaford WWTF Partial Upgrade & Expansion Project to Bearing Construction, Inc. for a total award amount of Thirteen Million One Hundred Thousand Five Hundred dollars and Zero Cents (\$13,100,500.00), contingent on DNREC's approval of the Construction Bid Approval Package.

We routinely recommend that the City's attorney review the bid documents. If the City concurs with our recommendation, please prepare an appropriate letter of concurrence and intent to award.

If you need additional information, or if you would like to discuss any of these matters further, please do not hesitate to call the office at 410.742.3115 or contact me at cderbyshire@gmbnet.com.

Thank you.

Sincerely,



Chris Derbyshire, P.E.
Sr. Vice President

CBD/slh

Enclosures: Certified Bid Tabulation

cc: DNREC
Attn: Davison Mwale (w/encl.)



GEORGE, MILES & BUHR, LLC

Tabulation of Bids

PROJECT NAME:

Seaford WWTF Partial Upgrade &
Expansion, Seaford Delaware

GMB JOB NO.:

220042

BIDS OPENED:

11/19/2025 @ 11:00 AM

Item No.	Bid Item Description	Size	Units	Est. Qty.	Bearing Construction		M2 Construction	
					Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A: LUMP SUM PRICES BID								
101	Mobilization/General Conditions (not exceeding 5% of Item Nos. 102 & 103 Summed)	--	LS	1	\$ 623,000.00	\$ 623,000.00	\$ 622,628.00	\$ 622,628.00
102	Treatment Plant and all Appurtenances	--	LS	1	\$ 10,143,000.00	\$ 10,143,000.00	\$ 10,570,000.00	\$ 10,570,000.00
103	Septage System and all Appurtenances (Excluding 102 Items)	--	LS	1	\$ 1,706,000.00	\$ 1,706,000.00	\$ 2,500,000.00	\$ 2,500,000.00
SUBTOTAL SCHEDULE A						\$ 12,472,000.00		\$ 13,692,628.00
SCHEDULE B: UNIT PRICE BIDS								
201	Concrete Demolition and Repair	--	SF	2250	\$ 150.00	\$ 337,500.00	\$ 185.00	\$ 416,250.00
202	Concrete Surface Leveling Mortar	--	SF	2250	\$ 75.00	\$ 168,750.00	\$ 250.00	\$ 562,500.00
203	Miscellaneous Existing and Reinforcing Prep and Anti-Corrosion Coating	--	LF	200	\$ 120.00	\$ 24,000.00	\$ 50.00	\$ 10,000.00
301	Cont. Excavation Below Subgrade	--	CY	100	\$ 270.00	\$ 27,000.00	\$ 15.00	\$ 1,500.00
302	Cont. Furnish and Place Gravel Bedding	--	CY	100	\$ 125.00	\$ 12,500.00	\$ 85.00	\$ 8,500.00
303	Cont. Furnish and Place Special Backfill	--	CY	100	\$ 125.00	\$ 12,500.00	\$ 110.00	\$ 11,000.00
304	Cont. Miscellaneous Excavation and Refill	--	CY	50	\$ 50.00	\$ 2,500.00	\$ 25.00	\$ 1,250.00
305	Cont. Furnish and Place Miscellaneous 4,000 PSI Concrete	--	CY	50	\$ 500.00	\$ 25,000.00	\$ 800.00	\$ 40,000.00
306	Cont. Chemical Injection Repair of Leaking Crack	--	LF	100	\$ 150.00	\$ 15,000.00	\$ 180.00	\$ 18,000.00
306	Cont. Concrete Joint Rout & Seal	--	LF	250	\$ 15.00	\$ 3,750.00	\$ 25.00	\$ 6,250.00
SUBTOTAL SCHEDULE B						\$ 628,500.00		\$ 1,075,250.00
TOTAL BASE BID - SUM OF SCHEDULE A + B						\$ 13,100,500.00		\$ 14,767,878.00

Certified By:

Christopher B. Derbysire, P.E.

		Project Phase No.										GRAND TOTAL	
		1A		1B		2		3					
Project Budget		PH1 TOTAL	PH 1A TOTAL	Local Share	FY23 CDS	CWSRF	CWSRF	CWSRF	CWSRF	CWSRF	CWSRF		
Funding Source		\$ 10,000	\$ 10,000			\$ 10,000							
a. Administration													
	i. Land, Right of Way												
	ii. Legal, Admin.		\$ 10,000			\$ 10,000		\$ 10,000		\$ 10,000			
b. Engineering		\$ 2,722,600	\$ 1,213,500			\$ 1,433,500	\$ 1,509,100	\$ 2,184,100	\$ 675,000	\$ 5,511,700			
	i. Basic (A/E Design)		\$ 533,500	\$ 70,000		\$ 463,500	\$ 1,509,100	\$ 675,000	\$ 675,000				
	ii. A/E Constr. Phase Services		\$ 680,000			\$ 680,000		\$ 1,509,100	\$ 675,000				
	iii. Other												
c. Construction		\$ 13,100,500	\$ 13,100,500			\$ 10,600,500		\$ 18,863,400	\$ 8,435,000	\$ 37,899,900			
	i. WWTF Upgrade & Expansion		\$ 13,100,500		\$ 2,500,000	\$ 10,600,500		\$ 18,863,400	\$ 8,435,000				
	ii.												
d. Other			\$ -					\$ -		\$ -			
	i.												
	ii.												
e. Contingencies		\$ 655,025	\$ 15,000			\$ 15,000	\$ 640,025	\$ 560,815					
TOTAL		\$ 16,488,125	\$ 14,339,000	\$ 70,000	\$ 2,500,000	\$ 11,769,000	\$ 2,149,125	\$ 21,618,315	\$ 9,121,000	\$ 44,657,440	Total CWSRF		
										\$ 70,000	Seaford - Local Share		
										\$ 2,500,000	FY23 CDS Grant		
										\$ 47,227,440	Total Project		