

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
NOVEMBER 26, 2024
SEAFORD CITY HALL - 414 HIGH STREET

The meeting will be streamed via live feed.

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

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

To view this meeting agenda and supporting documentation visit our website:

www.seafordde.com/government/mayor_council/council_agendas_minutes

Comments and questions may be emailed to:

Councilinfo@seafordde.com

7:00 P.M. Mayor MacCoy calls the Regular Meeting to order.
Invocation
Pledge of Allegiance to the Flag of the United States of America.
Changes to the agenda for this meeting.
Approval of the minutes of the regular meeting on November 12, 2024.

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

PUBLIC COMMENT:

1.

CORRESPONDENCE:

1.

7:05 PUBLIC HEARING:

1. Mrs. Brandy Nauman, Sussex County Director of Community Development and Housing, to present information for the development of an application to the State of Delaware Community Development Block Grant (CBDG) program to include the City of Seaford.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

NOVEMBER 26, 2024

NEW BUSINESS:

1. Mr. Robert Herrera, 9th Street Development Co., to give the City Council an update on progress made at the Nylon Capital Shopping Center project.
2. Mr. Charles Kistler, Executive Director of the HELP Initiative, Inc. to brief the City Council before the end of the calendar year on the SVCRI (Seaford Violent Crime Reduction Initiative) and Food-ON (Go-BAG) programs.
3. Present for approval a recommendation to comply with the Paid Family Medical Leave and Short-Term Disability requirements recently legislated by the State of Delaware.
4. Bids - Pump Station 16 Odor Control Improvements.
5. Present for approval a policy related to residential lawn irrigation meter billing.
6. Present for a first reading amendments to Chapter 5 of the Municipal Code Article 6 - Adult Use Retail Marijuana Business Licenses that would add license requirements.
7. Present for approval revisions to the Schedule of Fees and Rates, which would add an Adult Use Retail Marijuana Business License fee.

OLD BUSINESS:

- 1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Annual Caroling in the Park & Tree Lighting Ceremony on Monday, December 2nd, at 7:00 p.m. in Gateway Park.
2. Holiday Decorating Contest - Judging to occur December 1-3. Prizes: 1st place=\$100; 2nd place=\$75; 3rd place=\$50.00. Must be a City of Seaford Resident to qualify.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

NOVEMBER 26, 2024

LIAISON REPORTS:

1. Public Works & WWTF - Councilwoman Stephanie Grassett
2. Police & Fire - Councilman Dan Henderson
3. Administration - Councilman Orlando Holland
4. Electric - Councilman Mike Bradley
5. Code, Parks and Recreation - 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: 11/18/2024

Posted by: BS

**DELAWARE STATE HOUSING AUTHORITY (DSHA)
FY2025 DELAWARE CDBG APPLICATION FORM**

I. General Application Information

A. Name, address, phone number, UEI number, and EIN number of Applicant:

Sussex County Council	
2 The Circle	
Georgetown, DE 19947	
302-855-7777	
EIN #: 51-6000241	
UEI#: J7P1CQUH9559	

B. Name, position and signature of Person Submitting Application:

Todd F. Lawson
County Administrator
Signature and Date:

C. Application on behalf of: (Name, address, UEI number, and EIN number)

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

Name, position, and e-mail address of authorizing official:

Mathew MacCoy	Mayor
E-Mail Address:	
Signature and Date:	

D. For "On Behalf of" applications, written documentation authorizing each "on behalf of" application request must be attached as Exhibit 1. If information contained in a county's application for its unincorporated areas is to be repeated in the body of the "on behalf of" applications, e.g. administrative budget, management capacity, etc., then these sections contained in the "on behalf of" applications may simply reference the appropriate section in the county's application.

E. Name, address and phone number of Contact Person (if different from B above):

Brandy Nauman, Director 302-855-7777

CITIZEN PARTICIPATION
CERTIFICATE OF ASSURANCE

It is hereby assured and certified to the Delaware State Housing Authority that Sussex County, Delaware has met application requirements of (Attachment E Delaware Community Development Block Grant Program Policies and procedures) citizen participation requirements, and that Sussex County has:

- (1) made available information concerning the amount of funds that may be applied for;
- (2) made known the range of activities that may be undertaken with these funds;
- (3) made known the fact that more applications will be submitted to the State of Delaware than can be funded;
- (4) outlined the processes to be followed in soliciting and responding to the views and proposals of citizens, communities, nonprofit agencies, and others in a timely manner; and
- (5) provided a summary of other important program requirements.

The City of Seaford has held a public hearing on November 26, 2024 with required notice for all citizens, including low and moderate-income persons, to have an opportunity to present their views and proposals.

The City of Seaford has by resolution and after one public hearing, endorsed this application.

ATTEST:

CITY OF SEAFORD

Mathew MacCoy
Mayor

RESOLUTION

AFFIRMATIVELY FURTHERING FAIR HOUSING

WHEREAS, City of Seaford recognizes the importance of fair housing for the citizens of Seaford; and

WHEREAS, the City of Seaford supports the goals of the Federal Fair Housing Law,

NOW THEREFORE, BE IT RESOLVED, that the City of Seaford heartily encourages all parties involved in the renting, selling or financing of housing in the City of Seaford to ensure that no person shall, on the grounds of race, color, national origin, religion, creed, sex, marital status, familial status, age, sexual orientation or disability be discriminated against or denied a fair and equal opportunity to housing.

AND BE IT FUTHER RESOLVED, that the City of Seaford take meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

AND BE IT FURTHER RESOLVED that the City of Seaford, when acting as administrator of a Community Block Grant, is hereby authorized to take such actions as deemed necessary to affirmatively further fair housing in connection with the said Community Development Block Grant.

The Resolution was passed by a vote of the Councilman of the City of Seaford on November 26, 2024.

ATTEST: _____

Mathew MacCoy
Mayor

RESOLUTION NO.

Councilman

submitted to the Council the following Proposed Resolution:

ENDORISING PROJECT TO BE SUBMITTED TO THE DELAWARE STATE HOUSING AUTHORITY FOR FUNDING FROM THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AUTHORIZING TODD F. LAWSON, SUSSEX COUNTY ADMINISTRATOR, TO SUBMIT APPLICATION

WHEREAS, the City of Seaford resolves to apply for Community Development funds from the Delaware State Housing Authority in accordance with appropriate regulations governing Community Development Block Grants State of Delaware Program for Block Grants as contained in (Sections 570.488-499 24 CFR U. S. Department of Housing and Urban Development); and

WHEREAS, the City of Seaford has met the application requirements of (Attachment E Delaware Community Development Block Grant Program Policies and Procedures) Citizen Participation requirements; and

WHEREAS, Sussex County plans on accomplishing the requested projects with CDBG funds; and

WHEREAS, the City of Seaford hereby agrees to allow Sussex County to accomplish the projects in the targeted areas of Seaford; and

WHEREAS, the City of Seaford and Sussex County are in agreement with this activity,

NOW, THEREFORE,

BE IT RESOLVED by the City of Seaford and Sussex County that they endorse and grant permission for the following activity:

APPLICATION: Rehabilitation/Infrastructure/Demolition

Total infrastructure project cost is \$_____, total CDBG grant request is \$_____. Matching funds in the amount of \$_____ will be provided by the City of Seaford general funds. **Note: To be used for Infrastructure projects only.**

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF RESOLUTION NO. PASSED BY THE CITY OF SEAFORD SUSSEX COUNTY, ON THE 26TH DAY OF NOVEMBER, 2024.

WE GIVE MAYOR AUTHORIZATION TO SIGN RESOLUTION.

Council Members

Dan Henderson
Stephanie Grasset
Orlando Holland
Alan Quillen
Mike Bradley

Mathew MacCoy
Mayor

I DO HEREBY CERTIFY THAT THE FOREGOING TITLE OF RESOLUTION NO. _____ ADOPTED BY THE CITY OF SEAFORD IS THE SAME TITLE OF RESOLUTION NO. _____ ADOPTED BY THE COUNTY COUNCIL OF SUSSEX COUNTY ON THE _____ DAY OF _____

Tracy Torbert
Clerk of the County Council

CERTIFICATION BY APPLICATIONS
FOR
THE DELAWARE CDBG PROGRAM

The application hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also, the applicant gives assurance and certifies with respect to the program that:

- (a) It possesses legal authority to make an application and to execute a community development program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the applicant to submit this application, all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the submission of the application and to provide such additional information as may be required.
- (c) That prior to submission of its application to DSHA, the applicant has met the following citizen participation requirements:
 - 1) Each applicant shall have provided all citizens, especially those living within the area(s) affected by the proposed application, with adequate opportunity for meaningful involvement on a continuing basis and for participation in the planning, implementation and assessment of its community housing and development plans and all CDBG applications related thereto. At the time of preparation of any application for funds under this program, the applicant shall provide adequate information to citizens including reasonable access to records on the past use of CDBG funds; and hold at least one public meeting (pursuant to advertisement in a publication of general local circulation) so that citizens will have the opportunity to comment on the community's past performance under the CDBG Program. A copy of the legal advertisement announcing the date, place and time of the meeting, and a transcript or summary of the comments received at the meeting must be included with the application. (Nothing in these requirements, however, shall be construed to restrict the responsibility and authority of the applicant for the development of the application and the execution of its community development program.);
 - 2) Each applicant certifies that it has obtained the review and comment of its Community Development Advisory Committee as required by the Delaware CDBG Citizen Participation Plan dated April 13, 2020 and Section 508 of the Housing and Community Development Act of 1987; and
 - 3) Each applicant certifies that it has included in its notice of public meeting the following language:

"...In accordance with the Section 106 Review Process established by the National Historic Preservation Act of 1966, as amended, comments are especially encouraged from interested agencies and individuals with respect to undertakings that may affect historic properties of significance to such agencies and individuals..."
- (d) It has developed its application so as to give maximum feasible priority to activities which benefit low-and moderate-income families or aid in the prevention or elimination of slums and blight; and activities which the application certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available to meet such needs.
- (e) Its chief executive officer or other officer of the applicant approved by DSHA:
 - (1) Consents to assume the state of a responsible Federal official under the National Environmental Policy Act of 1969 and other authorities as specified in 24 CFR 58.1(a)(3) and carry out this responsibility in accordance with the "Overview of Environmental Review Procedures" issued for the Delaware CDBG Program and dated July 1989; and meet the requirement of 24 CFR Part 58 and 24 CFR 570.604; and
 - (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (f) The program will be conducted and administered in compliance with:
 - (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued in 24CFR Part 1;
 - (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations;

- (3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.601);
 - (4) Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations of 24 CFR Part 135;
 - (5) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60; and the state review requirements of the Architectural Accessibility Act (Chapter 73, Title 29, Delaware Code) and the applicable rules and regulations promulgated by the State Architectural Accessibility Board;
 - (6) Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
 - (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations at 24 CFR Part 8;
 - (8) The Age Discrimination Act of 1975 (Pub. L. 94-135) and implementing regulations when published;
 - (9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42 and all applicable regulations of the Delaware Uniform Relocation Act (Chapter 93, Title 29, Delaware Code);
 - (10) The labor standard requirements as set forth in 24 CFR, Parts 3 and 5, and HUD regulations issued to implement such requirements;
 - (11) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
 - (12) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
 - (13) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, A-87, A-110, A-122, and A-133 as they relate to the acceptance and use of Federal funds under this federally-assisted program and the Delaware CDBG Financial Management Handbook;
 - (14) Section 106 of the National Historic Preservation Act 1966, As amended via the Advisory Council on Historic Preservation's regulations, Protection of Historic and Cultural Properties (36 CFR 80);
 - (15) The provisions of the Hatch Act, which limits the political activity of employees;
 - (16) The lead-based paint requirements of 24CFR Part 35, Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et. seq.).
- (g) It will comply with the CDBG Regulation CFR 570.611, which prohibits conflicts of interest and with HUD Standards of Conduct issued on November 1, 1985.
- (h) No member, officer, or employee of the applicant, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the CDBG Program, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification;
- (i) It will give HUD, DSHA and the State Auditor and the Federal and State Comptroller Generals or any authorized representatives access to all records, books, papers, or documents related to the CDBG Program.
- (j) It certifies to affirmatively further fair housing in accordance with Section 104(b)(2) of the Act as amended, and agrees to participate in fair housing planning by cooperating in any analysis to identify impediments to fair housing choice within the jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through that analysis, and to maintain records reflecting the analysis and actions in this regard.
- (k) Because HUD has not issued final regulations implementing the 1983 and 1984 amendments to the Housing and Community Development Act of 1974, as amended, the following "special condition" is incorporated into these Program Guidelines as a certification by the applicant and will also be utilized in all CDBG contracts:

Notwithstanding any other provisions of these Program Guidelines, requirements of the Amendments to Title I of the Housing and Community Development Act of 1974, and HUD's final regulations related thereto, which supersede or are not provided in the FY25 Program Guidelines shall govern the use of the assistance provided by the state to local government units in FY25-FY26.

- (l) It will not attempt to recover any capital costs of public improvements assisted in whole or part with the Title I funds by assessing any amount against properties owned and occupied by persons of low-and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1) assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than Title I funds; or
 - 2) for purposes of assessing any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income.
- (m) It certifies to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-44, (the 1990 HUD Appropriations Act).

Date

Signature of Authorized Official

Title of Official

Jurisdiction Name: _____ **Name of Board or Commission:** _____

[illegible]

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☐ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code):

2. Social Security Number or
Employer ID Number:

3. HUD Program Name

4. Amount of HUD Assistance
Requested/Received

5. State the name and location (street address, City and State) of the project or activity:

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

☐ Yes ☐ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9

☐ Yes ☐ No

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.
However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:

Date: (mm/dd/yyyy)

X

Attachment 1
Seaford Violent Crime Reduction Initiative

From: Craft Marshall (Seaford PD) <Marshall.Craft@CJ.State.de.us>

Sent: Friday, August 16, 2024 11:46 AM

To: Charles Kistler <ckistler@helpinitiatede.org>; Bernie Alimenti <weseeall01@aol.com>; Bob Whittington <bobw@fairvillemanagement.com>; Bowers Anita (Seaford PD) <Anita.Bowers@CJ.State.de.us>; Susan Kent <director@betterhomesofseaford.org>; Chandlerheights@ecpmgt.com; Davon Jones <djones@ecpmgt.com>; fedgard79@yahoo.com; Oware, Midline <midline.oware@cffde.org>; Chavez, Brentdy <brentdy.chavez@cffde.org>; Dan Henderson <dhenderson@seafordde.com>; Craft Marshall (Seaford PD) <Marshall.Craft@CJ.State.de.us>; Trisha Newcomer <TNewcomer@seafordde.com>; Charles Anderson <canderson@seafordde.com>; Rapa Michael (Seaford PD) <Michael.Rapa@CJ.State.de.us>; Mills Ashley (Seaford PD) <Ashley.Mills@CJ.State.de.us>; Little Walter (Seaford PD) <Walter.Little@CJ.State.de.us>; Dickerson Kathleen <kathleen.dickerson@delaware.gov>; afillyau@fairvillemanagement.com; shill@fairvillemanagement.com; gahrens@dvdc.com; James M. Fitzgerald <JFitzgerald@Arbormanagement.com>; Itodd@arbormanagement.com; weststacy120@gmail.com; Short Daniel <daniel.short@delaware.gov>; danielle@carsondevco.com; hkoot@gildevco.com; Meadowbridge <meadowbridge@fairvillemanagement.com>; Matt MacCoy <mmacoy@seafordde.com>; Reeves Kimberly <kimberlynn.reeves@usdoj.gov>; Meghan Wallace <meghan@socialcontract.org>

Subject: Welcome Chandler Heights to SVCR-I & Next Steps for Neighborhood Crime Watch Programs

Dear Woodland Mills, Meadowbridge Apartments, and Chandler Heights Teams,

I hope this message finds you all doing well.

I'm thrilled to welcome Chandler Heights to the Seaford Violent Crime Reduction Initiative (SVCR-I). It's wonderful to have you with us, and we're eager to start working together. I understand you're coordinating with Bernie to finalize your camera access and billing details—please let us know if there's anything you need along the way.

A big congratulations to Woodland Mills for your impressive proactive safety measures! The noticeable drop in crime is a clear sign of your hard work and dedication. Your efforts are making a real difference, and you should be proud of the progress you've achieved.

I also want to extend a heartfelt thank you to the Meadowbridge staff and property management. Your commitment to addressing crime and managing property issues is deeply appreciated. The dedication you've shown is truly making a positive impact in your community.

Additionally, I want to give a special shout-out to the Seaford Meadows leadership and staff for their outstanding contributions to the ongoing success of this program. Your dedication to maintaining a safe community is greatly valued and has not gone unnoticed.

Looking ahead, our next step is to set up community meetings at each of your locations to kick off the Neighborhood Crime Watch (NCW) programs. Please help us by working to identify residents who would be interested in volunteering to lead the NCW Programs and send us a

Attachment 1
Seaford Violent Crime Reduction Initiative

few possible dates and times for these meetings. We have an aggressive timeline and aim to schedule these meetings by August 30, 2024, so please provide your availability by August 23, 2024.

Additionally, Charles Kistler from the HELP Initiative will be joining us to assist with the rollout of the NCW Programs. Charles will conduct safety surveys and offer support through their 'SAFETY ON,' 'HEALTH ON,' 'LIGHTS ON,' and 'FOOD ON' programs. To coordinate effectively, please include your preferred dates and times in your response.

Another key part of the NCW Program is engaging with the Nextdoor social networking service. Nextdoor is a fantastic tool for neighborhood engagement and connectivity. As it takes over from the National Neighborhood Watch Program, it will serve as a valuable platform for residents to share updates, events, and news.

The Seaford Police Department is now active on Nextdoor, and we ask each community to create an account, invite your residents, and include the Seaford Police Department in your network. For your convenience, I've attached a document detailing the instructions and benefits of joining Nextdoor. Please review it when you have a moment.

Thank you all for your ongoing partnership and dedication to enhancing our community safety. I look forward to your responses and to seeing the great work we'll accomplish together.

Additionally, I'm excited to share that the Seaford Police Department has begun collaborating with the Mearfiled and Colonial Gardens communities. We have ambitious plans to continue expanding the Neighborhood Watch Program throughout the City of Seaford, and we are enthusiastic about the progress and impact we can achieve together.

Best regards,
Chief Marshall Craft
302-500-1243 cell

Marshall D. Craft Jr. | Chief of Police
Seaford Police Department
300 Virginia Avenue, Seaford, DE 19973
☎: (302) 629-6645 ext. 1205
marshall.craft@cj.state.de.us

Statement of Confidentiality

The contents of this email message and any attachments are confidential and are intended solely for the addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply email or at (302-629-6645) and delete this message and its attachments, if any.



September 9, 2024

Mr. Christian Kervick
Executive Director
Criminal Justice Council
820 N. French St.
Wilmington, Delaware 19801

Re: Food-ON Children Strong (Go-BAG) Campaign

Dear Mr. Kervick,

Background:

The HELP Initiative (HELP) used a small amount of ARPA funds in CY24Q1 to launch a **statewide pilot program** titled Food-ON Children Strong (Program). Over the last three (3) months alone Law Enforcement Agencies have received more than thirty-five Go-BAGs and over one hundred thirty food pouches have been distributed for hungry children during a E911 residential domestic response. Law Enforcement has fully embraced the Food-ON program, and the pending seasonal changes will put more emphasis on feeding hungry children in these target areas of underserved community residents.

We briefed Mr. Michael Kelly in June 2024 on our plans to launch our Food-ON Program and our requirements for additional funding going forward.

Problem Statement:

Low and moderate income (LMI) communities throughout Delaware, particularly those with high unemployment and crime rates, face an array of unmet needs. HELP is concerned with those related to home health and safety. In too many communities in Delaware, residents fear for their safety outside their home, face discomfort and hazards indoors, and are burdened by high utility bills. Their children are also found many times by law enforcement to be visibly hungry. The Food-ON Program has proven to be an excellent way to transform a domestic E911 call into a caring and compassionate exchange between a family with domestic troubles and a responding Police Officer with a nutritious nonperishable healthy food offering.

Program Design:

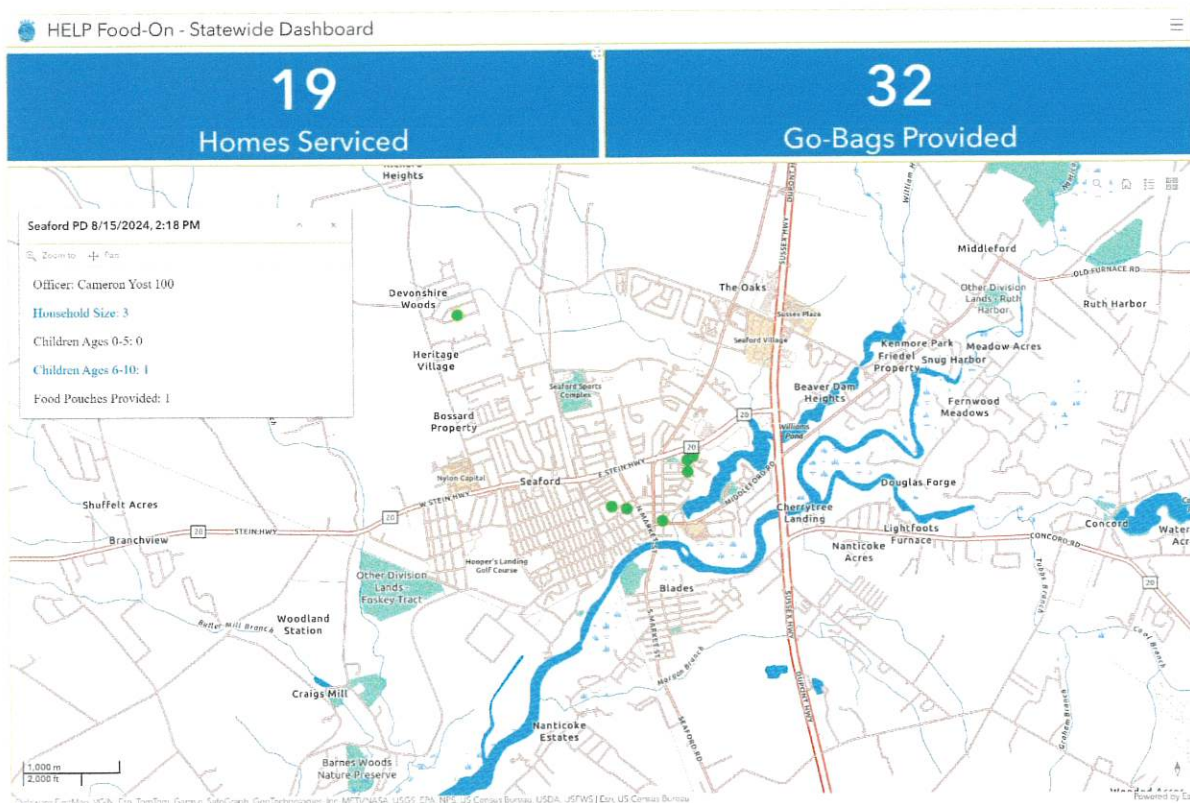
The Food-ON Children Strong Program (Program) provides law enforcement patrol officers with a Go-BAG that is kept in their patrol vehicle and holds three to four food pouches provided by the Food Bank of Delaware. The food is nutritious, nonperishable, and meant to be for children under ten years of age but can be eaten by any age child.



The Go-BAGs have unique numbers and a badge with a QR code that can be scanned to access an intake form (**see Attachment 1**) for entering key information about who received each food pouch and what location was the food shared with residential families. When a set of Go-BAGs are delivered to agencies there is a box of Food Bank food pouches provided as a source of inventory. Each box contains eight food pouches, and each Go-BAG contains three food pouches when delivered. HELP will provide logistical support and keep the inventory at acceptable levels depending on the Focus area and communities in need.

Evaluation Summary:

Each data entry made by a police officer is captured in a Smartsheet file (**see Attachment 2**) and the information is evaluated, measured, and verified (EM&V) to determine elevated areas of concern for hungry children. The HELP staff maintains a Geospatial Hub that is used to create GIS dynamic dashboard maps such as the following:



Seaford PD Focus Area with a dialogue box specifying details about Food-ON data.



Budget Breakdown:

This is a high-level summary of how Food-ON funds will be used to sustain this Program beyond the initial pilot phase.

BUDGET
FOOD-ON DELAWARE STRONG (Go-BAG)
FY2025

Budget Category	Cost (\$)	Narrative Explanation
Personnel	\$3,240	Program Cost Rationale: Cost for HELP Initiative staff to 1) Pickup food pouches at Food Bank of Milford and deliver to the HELP Dagsboro warehouse. 2) Prepare the food pouches for distribution with stickers, pack and label the Go-BAGS. 3) Deliver the Go-BAGs and food pouches to law enforcement agencies throughout the state. 4) Track inventory and success of the program through the data collection form. Calculation Details: (FY25) 10 hours per month x 12 months x \$25.00 per hour + 8% payroll taxes
Equipment	\$913	Program Cost Rationale: Go-BAG to transport food pouches with QR Code ID badge and BAG ID badge for each Food-ON Go-BAG delivered to a Law Enforcemet Agency. Calculation Details: (FY25) 50 Go-BAGs cost \$14.00 per bag + 50 bag ID tags with QR codes at \$4.25 per tag .
Supplies	\$9,440.00	Program Cost Rationale: HELP to purchase food pouches from the Food Bank of Delaware. HELP to print Logos stickers for HELP and Food Bank to be placed on each food pouch. Calculation Details: (FY25) Goal of 1600 food pouches. Food pouch cost \$5.50 per pouch + logo stickers at \$0.40 per pouch.
Subtotal	\$13,593	
Indirect (F&A)	\$1,359	Program Cost Rationale: HELP chooses to utilize the De Minimis Indirect Cost Rate of 10% to recover the cost of HELP's warehouse storage facility, fuel for staff travel purposes, insurance, and other F&A (facilities & administrative) costs.
Total Cost	\$14,952	

If there are any questions or if this request letter needs further clarification please contact me directly. It's a pleasure to know that our small nonprofit can work with CJC to make for a safer and healthier Delaware. Mahalo

Sincerely,

Charles T. Kistler
Executive Director
HELP Initiative, Inc.

101 W. Loockerman St. Suite 1B, Dover DE 19904 | 302-236-7773 | www.helpinitiative.org



ATTACHMENT
Food-ON Program
Law Enforcement Agencies accepting Go-BAGs



Delaware State Police receive Food-ON Go-BAGs



Seaford Police receive Food-ON Go-BAGs



Laurel Police Chief receives Food-ON Go-BAGs



Ocean View Police receives Food-ON Go-BAGs



New Castle County Police & K9 Unit receives Food-ON Go-BAGs

P.S. My K-9 friend had his eyes on that table top food pouch as a midday snack.



NB# Z
11/26/24

September 12, 2024

Mr. Christian Kervick
Executive Director
Criminal Justice Council
820 N. French St.
Wilmington, Delaware 19801

Re: Seaford Violent Crime Reduction Initiative (SVCRI)

Dear Mr. Kervick,

Background: The HELP Initiative (HELP) has worked closely with the City of Seaford since CY2018 installing energy efficient lighting measures as part of the Lights-ON Program. HELP conducted community outreach and engagement events and provided health and safety kit measures to residents within high crime areas and multifamily complexes. Also, I was invited to attend the first Seaford Citizen Police Academy (CPA) which provided valuable insight into how law enforcement and community policing works.



City of Seaford "Lights-ON" Campaign (January 2019): DEMEC, SEU, City Manager & HELP

Problem Statement: Law enforcement recruitment and staffing have been marginalized over the years and the smart use of technology has been a force multiplier that makes up for this marginalized operational condition. The following are problematic to law enforcement within any municipality within Delaware:

1. City wide violent crime focus areas are based on three community dispositions:
 - Organizationally Unified (HOA)
 - Physically Concentrated (Multifamily)
 - Geofenced Areas of Concern (Streets)
2. Shortage of trained and dedicated law enforcement resources to monitor camera technology to prevent, apprehend, and provide criminal prosecution related to violent crimes such as homicides, shootings, robberies, assaults, narcotics distribution, and other violent crimes.
3. Lack of available time and experience by Property Management within physically concentrated multifamily complexes to monitor camera technology and effectively interact with neighborhood residents.
4. Social media platforms need to be leveraged as a basis for Neighborhood Crime Watch (NCW), violent crime activity messaging, community updates and themed events.

Program Design: The Seaford Violent Crime Reduction Initiative (SVCRI) framework includes but is not limited to the following design criteria:

1. Determinants for SVCRI public safety include high crime rates, violence, community instability, and disengagement from their surroundings and are critical to the design framework.
2. Public safety and quality of life criteria requires combining resources from multiple stakeholders including but not limited to Property Management, Law Enforcement, and community based non-profit and for-profit organizations (SCOH, CFF).
3. Technology deployment is a key design criterion as a force multiplier like License Plate Reader technology, Residential Cameras Installations and registration of existing residential and business cameras, integration and real time alerting provided through a Real Time Crime Center (RTCC).
4. SVCRI is a “city wide initiative inclusive of multiple locations throughout the city of Seaford and GIS mapping and tracking crime statistics are an inherent design criterion.
5. Working partnerships, information sharing and wrap around services between stakeholders including but not limited to Children and Families First (CFF) and Seaford Community of HOPE (SCOH) and underserved neighborhoods are a key design criterion to improve public safety and quality of life issues.

Goals & Objectives:

1. Improve Property Management to ensure they are an effective “*boots on the ground*” and law enforcement will dedicate a direct liaison to work with property managers as required to address observed suspicious criminal activity.
2. Capture quantitative data to determine outcomes and measure impacts (METRICS)
3. Develop GIS dynamic dashboards to illustrate the data findings
4. Track Heat Map data activities and determine over a twelve-month period the impact SVCRI has on criminal activity and quality of life improvements by using findings from Resident Satisfaction and Public Safety surveying techniques.
5. Build sustainable trust in violent crime areas of concern and measure need through surveying and findings reports for each Focus Area with an emphasis on needs assessment and resident satisfaction.
6. Blend HELP program services within the Violent Crime Reduction Initiative
7. Leverage social media networking services (Next-door) as a primary form of communications methodology when building an effective Neighborhood Crime Watch (NCW) Program.
8. Community | Focus Area Engagement | Meetings that result in meaningful change that improves public safety and quality of life issues.

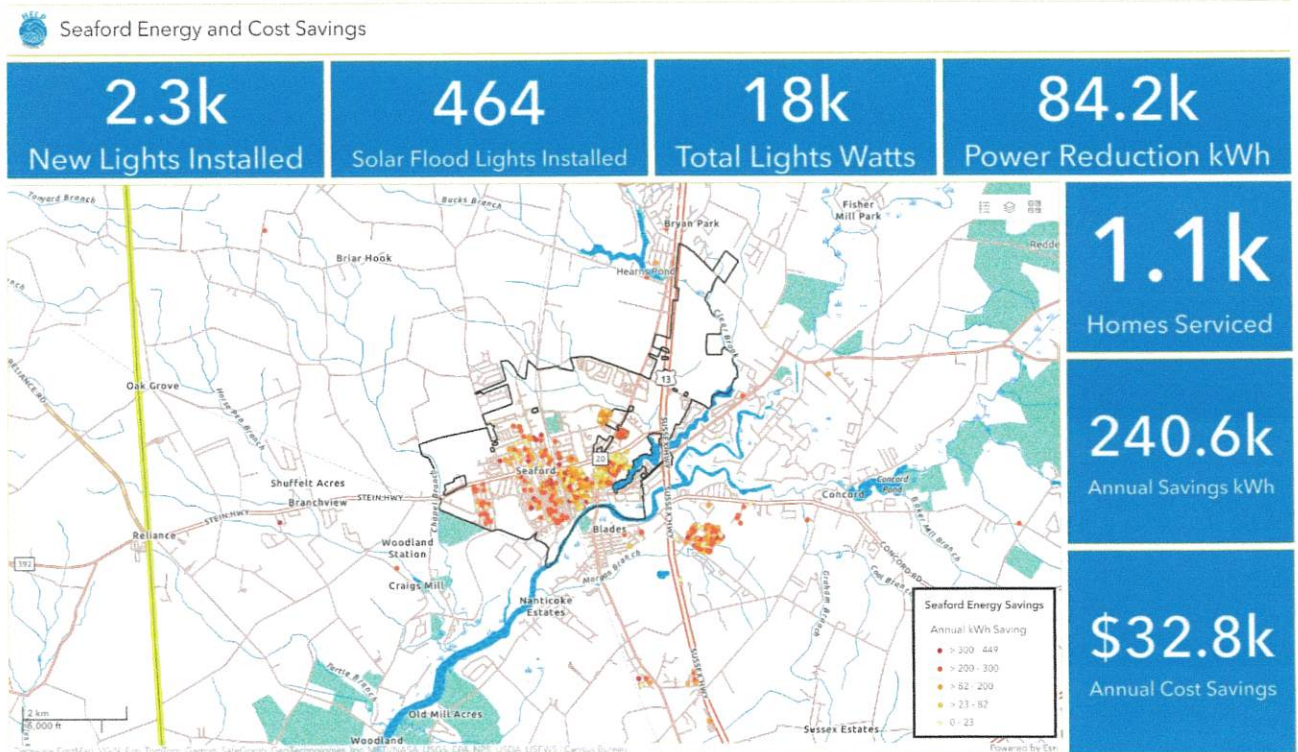
Plan of Actions & Milestones (POAM):

Activity	Start (CY)	End (CY)
Focus Area Outreach and Engagement	4Q24	1Q25
Focus Area Community Meetings	4Q24	1Q25
Survey Action Plan	4Q24	1Q25
Social Media Action Plan	4Q24	1Q25
Neighborhood Crime Watch (NCW) Kickoff	4Q24	1Q25
Home Safety Intake & Enrollment Kickoff	4Q24	1Q25
Geospatial Mapping of outcomes & impacts	4Q24	1Q25

Focus Areas: Meadowbridge, Chandler Heights, Woodland Mills

Housing Type: Physically Concentrated

Evaluation Summary: The goals and objectives of Evaluation, Measurement and Verification (EM&V) criteria require we establish an easy methodology for capturing SVCRI information and build a meaningful GIS Dynamic Dashboard including relevant data points. The following Seaford Energy and Cost Savings dashboard was the result of installing energy efficient lighting measures for over one thousand Seaford homes. The goals and objectives for SVCRI would be to identify, capture, evaluate, measure and verify outcome and impact using GIS Geospatial mapping.



Seaford Lights-ON Program Outcomes and Measured Impacts

Budget Breakdown:

This is a high-level summary of how Seaford Violent Crime Reduction Initiative (SVCRI) funds requirements would be applied to the goals and objectives of this program. The budget breakdown is described in two (2) tables as follows:

BUDGET
SEAFORD VIOLENT CRIME REDUCTION INITIATIVE (SVCRI)
FY2025

Focus Areas: [Meadowbridge, Chandler Heights, Woodland Mills](#)

Housing Type: [Physically Concentrated](#)

Budget Category	Cost (\$)	Narrative Explanation
Personnel	\$11,124	Program Cost Rationale: 1) <u>Outreach & Community Engagement</u> to include but not be limited to (a) Door Hangers & Yard Signs; (b) Community Center intake & enrollment; (c) information flyers & brochures. [80 hours] 2) <u>Survey & Needs Determination</u> to include but not be limited to (a) Survey Questions; and Needs Determination Report. [60 hours] 3A) <u>Neighborhood Watch Plan</u> to include but not be limited to (a) Internet based solutions; and (b) Next Door social media Platform. 3B) <u>Social Media Strategy</u> to include but not be limited to (a) Facebook; (b) Instagram; (c) LinkedIn; and (d) YouTube. [40 hours] 4) <u>Home Safety Education</u> to include but not be limited to (a) Health & Safety Education; (b) Smart911.com; (c) Emergency Communications Plan; (d) Prescription Records Preparation; (e) Safer Community Mailbox Sticker; (f) Existing Residential Camera Database Registration; and (g) Disaster Preparedness Plan for DEMA & CERT. [80 hours] 5) <u>Geospatial Mapping</u> to include but not be limited to (a) Measures of Success for measured outcomes and impacts; (b) Develop Dynamic Dashboards for Safer Community Measures. [40 hours] Calculation Details: 300 total hours to implement the project as described above x \$25/hour + 80 hours for program management x \$35/hour + 8% cost to cover payroll taxes.
Supplies	\$2,500	Program Cost Rationale: Supplies to be included but not limited to (a) Door Hangers; (b) Yard Signs; (c) Safer Community Brochures; (d) Smart911 Flyers; (e) Emergency Communications Plan; (f) Prescription Records and bright yellow envelopes to be affixed to the refrigerator; (g) Safer Community Mailbox Stickers; and FEMA & CERT collateral material if necessary. Calculation Details: Cost estimated to not exceed \$2,500.
Subtotal	\$13,624	
Indirect (F&A)	\$1,362	Program Cost Rationale: HELP chooses to utilize the De Minimis Indirect Cost Rate of 10% to recover the cost of HELP's warehouse storage facility, fuel for staff travel purposes, insurance, and other F&A (facilities & administrative) costs.
Total Cost	\$14,986	

**SEAFORD VIOLENT CRIME REDUCTION INITIATIVE (SVCRI)
FY2025**

Focus Areas: [Meadowbridge, Chandler Heights, Woodland Mills](#)

Housing Type: [Physically Concentrated](#)

No.	Measures	Description	Personnel Requirement (Y/N)	Supplies Requirement (Y/N)
1	Focus Area Outreach & Community Engagement			
2	Door Hanger & Yard Sign Awareness Campaign	Print door hangers with narrative in multiple languages explaining the SVCRI and request for attendance at a community	Y	Y
3	Community Center Intake & Enrollment	Host a community event at a community center to perform intake and enrollment for the SVCRI services.	Y	
4	Information Flyers & Brochures	HELP Safer Community Brochure, Jobs-ON, Food Bank Mobile Pantry, Crime Stoppers	Y	Y
5	Neighborhood Crime Watch (NCW)			
6	Nextdoor Social Networking Service	Property Management and resident stakeholders to Setup and Administer with law enforcement participation a Nextdoor application.	Y	
7	Survey Strategy - Focus Areas			
8	Neighborhood Crime Watch - Survey Questions	Develop survey questions in collaboration with property management and law enforcement input.	Y	
9	Needs Determination & Findings Report	Findings report resulting from survey.	Y	
10	Social Media Strategy			
11	Social Media Strategy for Sharing information between Focus Area residents	Work closely with Property Management to develop a procedure for using a social media platform to report criminal activity within a specific focus area.	Y	
12	Facebook	Develop a plan for using social media on this platform.	Y	
13	Instagram	Develop a plan for using social media on this platform.	Y	
14	LinkedIn	Develop a plan for using social media on this platform.	Y	
15	YouTube	Develop a plan for using social media on this platform.	Y	
16	Home Safety			
17	Health & Safety Education	Curriculum to be established	Y	
18	Smart911.com Registration	Existing statewide service	Y	Y
19	Emergency Communications Plan	Template has been established and needs to be printed	Y	Y
20	Prescription Records Preparation	Template has been established and needs to be printed	Y	Y
21	Safer Community Mailbox Sticker	Sticker to be designed and printed	Y	Y
22	Existing Residential Camera Database Registration	Establish a procedure for entering camera information in compliance with Seaford PD records requirements	Y	
23	Disaster Preparedness (FEMA CERT)	FEMA Disaster Preparedness provided at no cost for distribution. Citizen Emergency Response Team (CERT) requirements to be determined.	Y	Y
24	Geospatial Mapping			
25	Measures of Success - Measure Outcomes & Impacts	Identify and measure critical public safety data points in collaboration with law enforcement with reporting requirements.	Y	
26	Develop Dynamic Dashboards - Safer Community Measures	Develop GIS Dynamic Dashboards that can be used as layers in a Real Time Crime Center.	Y	

If there are any questions or if this Letter of Request for Reverted Funds needs further clarification, please contact myself or Harold Stafford. It's a privilege that our small nonprofit can work with CJC to make for a safer and healthier Delaware one municipality at a time. Mahalo

Sincerely,



Charles T. Kistler
Executive Director
HELP Initiative, Inc.

ATTACHMENT 1

Seaford Violent Crime Reduction Initiative Notification to Multifamily Partners

See Attached File

Sun Life Assurance Company of Canada

Employer FICA Match with W-2 Tax Reporting Service
Information and Agreement



Information and instructions for completing this Employer FICA Match with W-2 Tax Reporting Service Agreement:

- This form is to be used exclusively for electing or declining Employer FICA Match Service. Please contact your Sun Life representative for the correct form if you would like to elect or decline only W-2 Service. **Do not use this form.**
- The Employer FICA Match Service can be added to most policies for an **additional cost**. Please see item number 2 (marked "Fees") for the cost to add this service. Please also consult with your Sun Life representative for any rate changes, charges or exemptions that may specifically apply to your policy.
- The agreement can only be effective on the original benefit effective date or on the first day of a calendar quarter. **If this signed agreement is received after the original benefit effective date or the first of any quarter (January 1st, April 1st, July 1st, October 1st), it will not be effective until the first of the following quarter.**
- W-2 Tax Reporting Service is included as part of this agreement and is not optional. If you elect to have Sun Life provide this service, please notify your payroll department or payroll service to ensure they don't duplicate Sun Life's depositing of FICA-match taxes or W-2 tax reporting.
- Please select and confirm the tax year using the drop-down selection on the 1st page of the form.
- Please select coverages under your policy using the drop-down selections.
- When you have multiple disability coverages under one policy number, please select the "elect" or "decline" checkbox for each coverage section.
- **Please do not choose a coverage or check "elect" boxes for a coverage that you do not have under your policy.**
- When electing or declining these services for either Short-Term Disability ("STD"), Long-Term Disability ("LTD") or a state statutory plan (including PFML), all classes of the coverage for the policy will be included under the agreement.
- If you choose "elect", please provide all policy numbers this form covers in the group policy number(s) section of the table.
- Please sign, date and review the form. Make a copy for your records.
- Please return the original, completed form to your Sun Life representative or email to: ebg.disability.taxation@sunlife.com

Sun Life Assurance Company of Canada

Employer FICA Match with W-2 Tax Reporting Service Agreement



This Agreement is between Sun Life Assurance Company of Canada ("Sun Life") and:

Employer name ("Employer"):	[Enter Employer Name]
at address:	[Enter Street Address] [Enter City, State, Zip]

The Employer FICA Match with W-2 Tax Reporting Service will apply only to the coverages(s) for which the Employer checks the "Elect" box ("Group Policy"):

Tax Year and thereafter: 2024

Employer FICA Match with W-2 Reporting Service (Applies to all classes)	ELECT	DECLINE	Group policy number(s)
[Choose applicable Coverage]	☐	☐	[Enter applicable policy number]
[Choose applicable Coverage]	☐	☐	[Enter applicable policy number]
[Choose applicable Coverage]	☐	☐	[Enter applicable policy number]
[Choose applicable Coverage]	☐	☐	[Enter applicable policy number]
[Choose applicable Coverage]	☐	☐	[Enter applicable policy number]
[Choose applicable Coverage]	☐	☐	[Enter applicable policy number]
[Choose applicable Coverage]	☐	☐	[Enter applicable policy number]
[Choose applicable Coverage]	☐	☐	[Enter applicable policy number]

The Employer provides an accident and health plan defined by Internal Revenue Code (IRC) 105, which includes for its employees through the Group Policy (1) a fully-insured short-term disability plan or a short-term disability plan to comply with mandated state statutory disability income laws (e.g., New Jersey Temporary Disability Benefits Law ("NJ TDB")), (2) a fully-insured long-term disability plan, (3) a fully-insured private plan for state-required Paid Family and Medical Leave ("PFML") benefits and/or (4) any of the prior plans or a sick leave program that the Employer provides through self-funding and not insurance. Sun Life is either (1) the insurance carrier if the Group Policy is a fully-insured policy or (2) the administrator if the Group Policy is an administrative services only ("ASO") agreement under which Sun Life makes payments to claimants under the Employer's self-funded plan or program ("ASO agreement").

If this Agreement is applicable to a PFML Group Policy, this Agreement shall apply only to that PFML Group Policy's medical leave benefits and not to its family leave benefits.

Benefits paid by Sun Life under the Group Policy which are attributable to employee pre-tax contributions or employer contributions that were not included in the gross income of the employee are taxable income for the employee (the portion that is taxable income is the "Percentage Amount"). The Employer is responsible for reporting these benefit payments for Federal Insurance Contribution Act ("FICA"), Federal Unemployment ("FUTA"), State Unemployment ("SUTA"), and Form W-2 reporting of both taxable and non-taxable sick pay benefits.

Sun Life offers the following service to assist Employers in meeting their obligations related to Form W-2 reporting and paying the employer portion of FICA that matches the employee portion that Sun Life withholds from sick pay benefits.

The parties of this Agreement agree to the following terms:

1. Employer FICA Match with W-2 Tax Reporting Service

Before the Employer elects to have Sun Life provide this service, the Employer should notify its payroll department or payroll service to ensure there is no duplication of effort in depositing or reporting. As described in this Agreement, the Employer may still have certain tax responsibilities and the Employer needs to also discuss these responsibilities with its payroll department or payroll service.

- a. The Employer designates Sun Life as its agent for the limited purpose of (i) reporting, calculating, and withholding any applicable employee FICA taxes from Sun Life's payments to employees of the Employer under the Group Policy and (ii) preparing required W-2 tax forms related to such payments.
- b. The Employer requests that Sun Life pay and make timely deposits of the Employer portion of FICA taxes. Sun Life shall withhold any applicable employee FICA taxes from Sun Life payments under the Group Policy in accordance with IRS Publication 15-A.
- c. Sun Life shall pay and make timely deposits of the Employer portion of FICA taxes. Sun Life will report this amount for the Employer on IRS Form 941, which shall be prepared using Sun Life's name and Tax Identification Number. Sun Life is not obligated to provide the Employer with a copy of that IRS Form 941. Sun Life will provide the Employer with the amount(s) of the Employer FICA tax deposits made under this provision of the Agreement via Sun Life's standard reports.
- d. Sun Life shall notify the Employer via Sun Life's standard reports of the FICA amounts withheld and deposited.
- e. If the Group Policy is an ASO agreement, then the Employer agrees to reimburse Sun Life the employer portion of FICA taxes deposited by Sun Life on the Employer's behalf within 21 days of the applicable date of Sun Life's standard monthly report referenced in paragraph d above.
- f. Sun Life shall prepare W-2 forms for each employee who receives payments under the Group Policy, and shall timely (i) mail these forms in accordance with IRS Regulations to the employee at the address given by the Employer, and (ii) transmit these forms to the IRS and any applicable state tax agencies (but not to any local government).
- g. The W-2s shall be prepared using Sun Life's Tax Identification Number. Sun Life's name shall appear in the employer's box on the W-2 form and the W-2 shall indicate that the reported amount is "third-party sick pay."
- h. The Employer will not receive copies of the W-2 forms prepared by Sun Life, but will receive a year-end report from Sun Life showing all the information that appears on each individual employee's W-2.
- i. The Employer reports to Sun Life the Percentage Amount for the Group Policy and Sun Life uses it to prepare an accurate W-2 for the employee.
- j. If there is an error in the Percentage Amount reported by the Employer that requires Sun Life to prepare a corrected W-2 form for any employee, the Employer shall pay Sun Life a fair and reasonable fee for the correction.
- k. If applicable, (i) the Employer shall be responsible for paying, timely depositing and reporting the FUTA taxes, SUTA taxes, and any other taxes (other than FICA taxes) associated with Sun Life payments to employees under the Group Policy and (ii) any applicable governmental tax forms other than Sun Life's W-2, including non-W-2 tax forms for payments under the Group Policy and the Employer's W-2 form for income paid by the Employer.
- l. If applicable, the Employer shall reimburse Sun Life for any sales or use taxes that are attributable to services provided by this Agreement.

2. Fees. If the Group Policy is a fully-insured policy, all fees and charges associated with these services, including the Employer portion of FICA taxes, with the exception of those noted above in Section 1's paragraphs j, k and l, are included in the premium for the Group Policy's applicable coverage. If the Group Policy is an ASO agreement, all fees and charges associated with these services, with the exception of those noted above in Section 1's paragraphs e, j, k and l, are included in the fees for the Group Policy.

3. Indemnity. Sun Life shall not be responsible for making the required Employer contributions for tax withholding, except for the Employer portion of the FICA taxes and the Employer shall hold Sun Life harmless from any loss resulting from the Employer's failure (a) to properly remit the Employer's taxes, except for the Employer portion of the FICA taxes, or (b) to correctly report the Percentage Amount. This indemnity shall survive the termination of this Agreement.

4. Governing Law. Massachusetts law, without regard to its choice of law principles, shall govern this Agreement.

5. Modification of the Agreement. This Agreement may only be modified in order to comply with any amended or new IRS regulations. Sun Life shall give written notification to Employer of any such modification.

6. Notices. Any notices required under this Agreement shall be sent by certified United States Mail or by overnight air courier to the parties:

- a. If for Sun Life:
Sun Life Assurance Company of Canada
96 Worcester Street
Wellesley Hills, MA 02481
- b. If for Employer: at the address indicated at the beginning of this Agreement

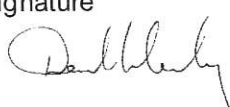
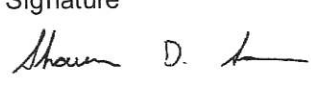
7. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be deemed stricken and the balance of the Agreement shall remain in full force and effect.

8. Termination.

- a. Either party may terminate this Agreement by providing written notice to the other. The Agreement shall then terminate 60 days after the other party received notice, except the parties agree that this Agreement may not be terminated within 60 days prior to the end of the calendar year.
- b. Sun Life will not provide W-2 tax reporting for the calendar year in which this Agreement is terminated.
- c. Termination of the Group Policy shall not result in the termination of this Agreement. The parties agree to continue to perform the duties of this Agreement until either the Agreement is terminated or there is no employee receiving Sun Life payments under the Group Policy, whichever occurs first.

9. Assignment. Sun Life shall have the right to assign this Agreement to any successor or affiliate company of Sun Life. The Employer may not assign this Agreement without Sun Life's written consent.

10. Signatures. The Employer agrees that Sun Life may use one or more electronic signature stamps, scanned electronic signatures or other type of electronic signatures in lieu of original signatures and that such electronic signatures shall be as binding and enforceable as original signatures.

Group Policyholder name [Enter Group Policy Name]	Sun Life Assurance Company of Canada	
Name of person signing [Enter name of person signing]	Name of person signing David Healy	Name of person signing Shawn D. Smith
Title [Enter title of person signing]	Title Authorized Signer	Title Authorized Signer
Signature X	Signature 	Signature 
Date signed (mm/dd/yyyy)	Date signed (mm/dd/yyyy)	Date signed (mm/dd/yyyy)

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Visit us at www.sunlife.com/us.



Memorandum

NB#3
11/26/24

To: Mayor & Council

From: June Merritt, Director of Finance and Human Resources
Annette Montgomery, Human Resources Coordinator

Date: November 26, 2024

RE: ***Paid Family Medical Leave / Short Term Disability Benefit Recommendation***

On May 11, 2022, the Delaware Paid Family and Medical Leave insurance program was signed into law. The law mandates that employers with over 10 employees must provide leave beginning January 1, 2026, to employees for the use of their own serious health condition, the serious health condition of an immediate family member, maternity/paternity, and/or qualified exigency.

The City of Seaford has two options, enroll in the Delaware program and begin paying contributions on January 1, 2025, for the benefits that will begin on January 1, 2026, or opt out and go with a private insurance plan that is approved by the State of Delaware and offers the same coverages.

We received two proposals from private insurers, The Standard Insurance Company and Sun Life Insurance Company. Both firms that submitted proposals have a wealth of experience and are well qualified. Both companies are currently providing other employment benefits for the City of Seaford.

The submitted proposals were reviewed, the coverage offered and additional cost for administrative services were considered along with the proposed fee provided by each firm. After this review, we would like to recommend to Council to accept the proposed short-term disability quote from Sun Life Insurance Company in the amount of .760 of all qualifying earnings which would currently be \$50,053.00 as outlined in the proposal dated November 14, 2024.

If you require additional information, feel free to contact Annette or me.

Thank You



Proposal

Thank you for the opportunity to offer this proposal to you for:
Delaware Paid Family and Medical Leave

Proposal presented to

The City of Seaford
414 High St, PO Box 1100
Seaford, DE
SIC: 9111

Proposed Effective Date

January 1, 2026

This proposal is valid for 60 days, starting from November 14, 2024, and only for the proposed Effective Date. Please let us know if you have any questions.

Introduction

Thank you for the opportunity to offer this proposal to you.

SPECIAL NOTE: The rates in this proposal represent our understanding of the Delaware Paid Family & Medical Leave Program as of this date and are subject to change.

Things to know

- This proposal shows a summary of proposed benefits, rates, and underlying assumptions. It is not part of the group policy or an administrative services agreement with Sun Life or its affiliated companies.
- Rates shown may be subject to recalculation pending a) census data, b) review of any additional data requested in the proposal and c) amendments to the DE PFML law or DE PFML administrative regulations that may impact incidence and/or administration expense. Please review the assumptions for information about how the rates were derived.

Producer licensing

All Sun Life companies require producers who use insurance quotes for the purpose of soliciting, selling, or negotiating insurance to be licensed both by the state where the prospective client is located and by any state where the solicitation, sale, or negotiation of insurance occurs, if different. This requirement pertains to all forms of solicitation, sale, or negotiation of insurance, including but not limited to solicitation, sale, or negotiation conducted in person or by telephone, by e-mail, by fax, or otherwise.

Producer compensation

We encourage brokers and their clients to discuss what commission or other compensation may be paid in connection with the purchase of products and services from Sun Life companies. All Sun Life companies may pay the selling broker, agency, or third party administrator for the promotion, sale, and renewal of the products and services offered in this proposal. In addition to our standard compensation arrangements, we may make additional cash payments or reimbursements to selling brokers in recognition of their marketing and distribution activities, persistency levels, and volume of business.

Plan and rates

This proposal may be based on employee census information provided by the employer. Acceptance of the group and final rates will be determined by Sun Life based on actual eligibility and case experience, if required. Terms and conditions of any services agreement or coverage under the policy may be determined by all required final data and by underwriting rules, minimum participation requirements, and policy provisions in effect on the date coverage begins.

Delaware Paid Family and Medical Leave

Plan design and rates

This illustration represents Sun Life's intent to insure Delaware Paid Family and Medical Leave (DE PFML). The earliest benefit effective date is January 1, 2026.

Please note that under the DE PFML law you must file and gain approval of a private plan exemption through the process established by the Delaware Paid Leave Division. This proposal is contingent on Sun Life's receipt of your approval for a private plan exemption for a private plan. We are available to assist you with the application process.

Covered employees	All employees employed for at least 1,250 hours of service performed within the territory of the State of Delaware with the employer during the previous 52-week or 12-month period and has worked for that employer for a period of at least 52 weeks or 12 months.
Effective Date	January 1, 2026
Funding arrangement	Fully-insured

Eligibility test	Employee must have worked for at least 1,250 hours of service within the state of Delaware with the employer during the 52-week period prior to their leave and have worked for the employer for at least 52 weeks.
Waiting period	None
Benefit amount	80% of a covered employee's Average Weekly Wage, rounded to the nearest dollar
Maximum weekly benefit	\$900
Reasons for leave	• Bonding with covered employee's new child (birth, adoption or foster-care placement within 12 months birth, adoption or foster care placement) • Care for a family member with a serious health condition • Employee's own serious health condition, • For qualifying military exigency
Maximum benefit period – Parental/Bonding Leave	12 weeks in a 12-month period
Maximum benefit period – Medical, Qualifying exigency or Family Caregiving Leave	6 weeks in a 24-month period
Maximum benefit period - Combined	12 weeks in a 12-month period

Delaware Paid Family and Medical Leave Rates

Coverage	Total eligible employees	Monthly rate	Total estimated volume	Total estimated annual premium
Fully-insured, DE PFML	86	0.76% of all qualifying earnings	\$6,585,966	\$50,053

Rate does not apply in excess of the federal Social Security Administration base wage limit.

Volume is the sum of covered employees' gross wages up to the current federal Social Security Administration base wage limit.

Important Information

- The final rate is subject to change based upon new or updated regulations and policies of the Delaware Family and Medical Leave Insurance Program.
- Rate is subject to change based upon the final group census which should be provided 30-90 days prior to the effective date. The final rate may also change based on changes to DE PFML law or applicable regulations and policies of the Delaware Family and Medical Leave Division and the Delaware Department of Labor and Employment affecting incidence and/or costs of administration.
- The types of covered leaves mandated by Delaware varies by size of DE employee population. The final rate on this proposal reflects the cost of coverage for all leave reasons – Parental, Family Caregiver/Qualified Exigency and Medical leave. This may be more than what is required under the statutory program.
- If you have also requested a Short-Term Disability quote, Short-Term Disability benefits may be reduced by the amount of other income or state mandated statutory benefits including DE PFML benefits that an employee may receive or be eligible to receive for their own serious health condition, if allowed by your Short-Term Disability plan. To confirm the impact of such off-sets on the plans quoted here, please discuss the benefits with your broker or your Sun Life Employee Benefits Representative.
- Under the DE PFML law, you must file and gain approval of a private plan exemption through the process established by the Delaware Family and Medical Leave Insurance Division. This proposal is contingent on you providing proof to Sun Life that your private plan exemption is approved prior to your effective date.

Assumptions

- Commission: Standard Graded Commissions
- 12-month rate guarantee from the Effective Date
- Employer FICA administration for any taxable medical benefits is included.
- Sun Life will provide the necessary documentation required from an insurer for filing for private plan exemption.
- Approval of private plan for all 3 lines of coverage (Parental, Medical, and Family Caregiver/Qualified Exigency Leave) from the Delaware Family and Medical Leave Insurance Division is provided to Sun Life prior to the Effective Date.
- Final census is provided to Sun Life 30-90 days prior to the Effective Date.
- Sun Life's group insurance application is completed prior to the effective date.
- Employer will maintain private plan status as legally required.
- Common ownership of the business units.
- Notification of any employer-completed merger or acquisition.
- No changes to DE PFML rates, benefit payments or allotments, or DE PFML law or regulations.

General disclosures

This coverage does not constitute comprehensive health insurance (often referred to as "major medical coverage") and does not satisfy the requirement for Minimum Essential Coverage under the Affordable Care Act.

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PFMLPD-2605 #1447798397 07/24 (exp. 07/26)

NB#4
11/26/24

■ ■ ■ ■

ARCHITECTS
ENGINEERS

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SALISBURY
BALTIMORE
SEAFORD
LEWES
OCEAN VIEW

www.gmbnet.com

■ ■ ■ ■

JAMES H. WILLEY, JR., P.E.
CHARLES M. O'DONNELL, III, P.E.
A. REGGIE MARINER, JR., P.E.
JAMES C. HOAGSON, P.E.
STEPHEN L. MARSH, P.E.
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AUTUMN J. BURNS
CHRISTOPHER J. PFEIFER, P.E.
BENJAMIN K. HEARN, P.E.

November 7, 2024

City of Seaford
414 High Street
Seaford, DE 19973

Attn: Charles Anderson
City Manager

Re: Recommendation for Award of Construction Contract
Pump Station 16 Odor Control Improvements
Seaford, Delaware
GMB File No. R220189.A

Dear Mr. Anderson:

Bids for the referenced project were opened and read aloud publicly at the City of Seaford Council Chambers at 11:00 a.m. on Wednesday, November 6, 2024. A total of four (4) bids were submitted by Contractors from Delaware, Maryland, and Pennsylvania. Bids ranged from \$99,200 to \$199,000. The City has budgeted \$100,000 for construction of the improvements proposed under this project. A tabulation of the Bids is enclosed with this letter of recommendation for award.

The lowest total base bid was submitted by Bearing Construction, Inc. of Seaford, DE in the amount of \$99,200.00. The second lowest Bid was submitted by T.K. Construction, Inc. of Salisbury, MD and was in the amount of \$108,000.00.

GMB has reviewed the Bids received and we offer the following comments:

- All bidders acknowledged receipt of the two (2) addendums.
- All bidders provided the required bid bond.
- The lowest Bid is approximately \$8,800 (8%) lower than the second lowest Bid.

Focus was made regarding Bearing Construction's work performance since they were the apparent low bidder. GMB has previously worked with Bearing on several wastewater facility related improvement projects and found the work to be completed satisfactorily. The municipal entities involved in these projects all also had favorable feedback regarding this contractor.

Additionally, it should be noted that a portion of the improvements proposed for this project are electrical in nature. Bearing Construction's Bid form indicates that they propose to use Bilbrough's Electric as their subcontractor for this work. GMB has worked with this electrical subcontractor on many municipal projects over the years and has found them to be a competent and capable electrical subcontractor with satisfactory performance.

Mr. Charles Anderson
PS 16 Odor Control Improvements
Recommendation for Award
November 7, 2024
Page 2

For the reasons listed above, Bearing Construction, Inc. was found to be the lowest, responsive, responsible bidder. Accordingly, GMB recommends that the City of Seaford award construction of the Pump Station 16 Odor Control Improvements to Bearing Construction, Inc. of Seaford, DE at the Total Base Bid price of Ninety-Nine Thousand Two Hundred Dollars and Zero Cents (\$99,200.00).

If you have any questions, please do not hesitate to contact me at 410-742-3115. Thank you.

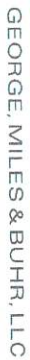
Sincerely,



Chris Derbyshire, P.E.
Sr. Vice President / Project Director

CBD/slh

Enclosure:
Certified Bid Tabulation



PROJECT NAME: Pump Station 16 Odor Control Improvements

GMB JOB NO.: 220189A

BIDS OPENED: November 6, 2024 @ 11:00 a.m.

Item No.	Bid Item Description	Size	Units	Est. Qty.	Bearing Construction, Inc.		Chesapeake Turf LLC		M2 Construction LLC		T.K. Construction, Inc.	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A: LUMP SUM BID ITEM												
A1	Odor Control System Improvements	-	LS	1	\$ 99,200.00	\$ 99,200.00	\$ 148,000.00	\$ 148,000.00	\$ 199,000.00	\$ 199,000.00	\$ 108,000.00	\$ 108,000.00
TOTAL SCHEDULE A						\$ 99,200.00		\$ 148,000.00		\$ 199,000.00		\$ 108,000.00
TOTAL BASE BID						\$ 99,200.00		\$ 148,000.00		\$ 199,000.00		\$ 108,000.00
SUBSTITUTE EQUIPMENT												
Spec Section / Item / Sub Manufacturer / Add/Deduct		None		None		None		None		None		
		Subcontractors		Subcontractors		Subcontractors		Subcontractors		Subcontractors		
		Bilbrough's Electric		Tudor Electrical Services LLC		Bilbrough's Electric		Bilbrough's Electric		Bilbrough's Electric		

CERTIFIED BY:



Christopher B. Derbyshire, P.E.

DATE:

CITY OF SEAFORD
LAWN IRRIGATION EQUIPMENT LOAN POLICY
ADOPTED __/__/2024

- 1) The maximum loan amount to any one applicant is two thousand five hundred dollars (\$2,500).
 - a. The loan shall be used to assist with the installation of lawn irrigation equipment from the meter pit to the irrigation vacuum breaker assembly including the water meter, water meter pit and the plumbers labor for installation.
- 2) The loan period is for a maximum of four years and is interest free.
- 3) The applicant will receive monthly billing until repayment is made in full.
- 4) The owner must be current with all billings, permit fees, etc. under the Financial Good Standing Ordinance to be eligible for this loan program.
- 5) The owner is responsible for hiring a licensed plumber, who will be required to submit to the City a scope of work and cost estimate, prior to the commencement of the work. It will be reviewed and approved by the Code Department.
- 6) The Licensed Plumber is responsible for obtaining a plumbing permit for the installation of the lawn irrigation equipment, The City will provide the plumber with a water meter and water meter pit once the permit is issued.
- 7) All lawn irrigation equipment will be installed in adherence with the City of Seaford Plumbing Code.
- 8) The applicant must sign a formal Lawn Irrigation Equipment Loan agreement with the City of Seaford prior to receiving any funds.
- 9) All installations will be inspected by the Code Department before any funds to pay the contractor are released.

**AGREEMENT
LAWN IRRIGATION EQUIPMENT INSTALLATION**

THIS AGREEMENT made this ____ day of _____, A.D. 2024.

BETWEEN THE CITY OF SEAFORD, a municipal corporation of the State of Delaware, Hereafter referred to as the City,

-AND-

_____, of _____ Seaford, DE 19973, hereinafter referred to as the Property Owner,

WHEREAS, the property owner has received an estimate on the installation of lawn irrigation equipment and;

WHEREAS, the aforementioned property owner is desirous of having said lawn irrigation equipment installed at _____ SEAFORD, DE 19973, which would require the installation of _____ for a total cost of \$ 2,500.00.

IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO that the City will loan the property owner according to the City's Lawn Irrigation Equipment Loan Policy, Two Thousand Five Hundred (\$2,500.00) for the above referenced property, to be repaid in full to the City by the Property Owner within four years of completion of the installation at no interest; payments to be made a minimum of forty-eight (48) monthly installments of one-forty-eighth (1/48) the total amount each month due on the anniversary of the signing of this document for the next four (4) years. The loan may be paid in full at any time. One fourth of the total cost of the lawn irrigation equipment shall have been repaid to the City of Seaford on or before one (1) year from the date of this Agreement. A total of one-half (1/2) of the total amount of the lawn irrigation equipment shall be repaid to the City of Seaford on or before two (2) years from the date of this Agreement. A total of three-fourths (3/4) of the total amount of the lawn irrigation equipment shall be repaid to the City of Seaford on or before three (3) years from the date of this Agreement; and the total cost of the lawn irrigation equipment must be repaid to the City of Seaford in full or before four (4) years from the date of this Agreement.

IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO that in the event of the transfer of Ownership of the aforesaid property, or in the event of the demise of all present property owners, that the charges for lawn irrigation equipment, as stated above, or any unpaid balance, shall be paid in full immediately upon transfer of ownership.

IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO, that in the event monthly payments are not made as agreed upon, or upon transfer of ownership, any unpaid charges shall become a lien on the above-mentioned property, and the City shall file a judgment in the appropriate Court for collection of the unpaid debt, along with collection charges, attorney's fees, and Court costs, and other expenses as allowed by law.

The Property Owner hereby agrees to pay to the City of Seaford all expenses incurred for installation of the lawn irrigation equipment as foresaid within the four-year period, as mentioned herein, AND FURTHER, I or we hereby authorize and empower any Justice of the Peace in the State

of Delaware, or elsewhere, with or without process, to enter judgment of any clerk, Prothonotary or Attorney of any Court of Record in the State of Delaware, or elsewhere, with or without process, to appear for me, or either of us, to confess judgment against me, us or any of us in the Superior Court of the State of Delaware, or any other Court of Record in the State of Delaware or elsewhere on the above obligation of legal interest, together with interest and maximum counsel fees as allowed by law, at the suit of the Holder of this note, his, her, it's or their executors, administrators, successors, or assigns, at any time after the date hereof, without any stay of execution; and I or we do hereby jointly and severally release all manner of error in any such judgment and execution to be issued thereon;

AND FURTHER, I or we do hereby waive the benefit of any and all exemption laws of the State of Delaware, or elsewhere, AND, the Maker and endorser or endorsers, each hereby waives presentment, demand and notice of dishonor.

ALL of the provisions hereof shall be binding upon the undersigned, jointly and severally, and upon our and each of our heirs, executors, administrators, successors, and assigns.

AGREED TO BY THE PARTIES HEREIN, this _____ day of _____, 2024.

PROPERTY OWNER

BY: _____
_____, Property Owner

CITY OF SEAFORD

BY: _____
Matthew MacCoy, Mayor

Attest: _____
Charles Anderson, City Manager

Release of Funds

I, _____, property owner of _____, **Seaford, DE**, am
satisfied with the installation of lawn irrigation equipment as done by
_____ at the above noted location.

I am in agreement to allow the City of Seaford to release funds to said contractor in
the amount of \$ 2,500.00

Date

NB#5
11/20/24

MEMORANDUM

TO: Mayor & Council

FR: Charles Anderson, City Manager

Berley Mears, PW Director

June Merritt, Director of Finance & Human Resources

RE: Residential Water Irrigation

DT: 11/15/2024

Recently, the City Council adopted a change to the Municipal Code regarding residential water irrigation systems based on the Director of Public Works' recommendations. The Code change allows the City to install a separate water irrigation meter and bill based on usage. Due to the concerns and questions from the residents, we have discussed how to ease the transition to metered billing for these accounts. Below are policy recommendations that will assist in implementing this change.

- Provide an "Opt-Out Option" for customers that have irrigation systems. The City will not charge the water disconnect fee if a customer chooses this option until June 30, 2025. The City will lock out the water irrigation meter and stop billing, but continue to monitor the meter for usage.
- After June 30, 2025, if a customer wants to disconnect their irrigation service, a disconnect fee will be charged in accordance with the City's Fee & Rate Schedule. The City will lock out the water irrigation meter and stop billing, but continue to monitor the meter for usage.
- Billing for residential water irrigation systems will be for the period of March consumption through October consumption. (Billing April to November.) The accounts will be classified as "Seasonal".
- The bill code will be the same for all residential customers with metered water irrigation systems. Water only, no sewer.
- The City will offer assistance to customers in installing new irrigation service meters and pits. The Public Works Department will install the new service meter and pit to the property line at no charge if the property owner agrees to pay the cost for materials. This program will be offered for one year and will end as of December 31, 2025.
- In addition to the above, the City will offer property owners the option to receive a no interest loan (similar to the current sidewalk loan program) that will cover

the cost of the materials and allow for monthly payments over a maximum of a four year pay back of the expenditure with the execution of a loan agreement.

If you have any questions, contact June, Berley or me.

CITY OF SEAFORD CODE DEPARTMENT

ADULT USE RETAIL MARIJUANA BUSINESS LICENSE APPLICATION

All applicable information must be completed and must be accompanied by the items listed below.

Business Name: Applicant's Name: Applicant's Address: Business Physical address: Business Phone # Home Phone # Mobile Phone # Email address:		Documents which must accompany application: • A copy of the Retail Marijuana Store License issued by the State of Delaware under Title 4 Chapter 13; • State of Delaware Business License; • A complete list of the names and residence addresses of all employees in the business and the name and residence address of the manager or other person(s) principally in charge of the operation of the business. • Emergency contact information. • A copy of the Security and Emergency Plan for the permitted facility.
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<u>Employee #1</u>	<u>Employee #2</u>
Name: Mailing Address: Permanent Home Address: Home Phone # Mobile Phone # Email address:	Name: Mailing Address: Permanent Home Address: Home Phone # Mobile Phone # Email address:

<u>Employee #3</u>	<u>Employee #4</u>
Name: Mailing Address: Permanent Home Address: Home Phone # Mobile Phone # Email address:	Name: Mailing Address: Permanent Home Address: Home Phone # Mobile Phone # Email address:

- Employee List may also be attached separately to this application.

Applicant's affirmation:

I, _____, am applying for a Adult Use Retail Marijuana Business License in the City of Seaford, Delaware, I agree to the following terms, and I affirm that the information provided on this document is true and correct to the best of my knowledge.

(Print Name)

- I hereby grant the City of Seaford, its agents and employees authorization to verify the information on this application, seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of this application.
- I have been given a copy of Chapter 5, Article 6 of the City of Seaford Municipal Code pertaining to "Adult Use Retail Marijuana Business Licenses". I have read this section of the Code, understand and will abide by the requirements of the License for which I am applying;
- I understand that a License may be denied if the applicant or any employees listed on this application have outstanding debt with the City of Seaford.
- I understand that if a License is issued after this application, it should only be construed as a license to proceed with the business authorized by this License and should at no time be construed as authority to violate, cancel, alter or set aside any code, ordinance or regulation.
- I will comply with all codes, ordinances, laws and regulations of the City of Seaford, Sussex County Delaware, State of Delaware and the United States of America.
- I understand that any false information provided on this application, or within the documents submitted, may be grounds for the City Manager to deny the issuance of a License or revoke any License once issued.

Applicant's Signature: _____

Date: _____

CITY OF SEAFORD USE ONLY—Review Worksheet

Documents to accompany application (when applicable): ☐ Applicant's State of Delaware Retail Marijuana Business License
☐ State of Delaware Business License.

Application Reviewed By:

Date Issued:

License #

NB#6
11/26/24

ORDINANCE #2024-08

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 5, of the Municipal Code of Seaford, Delaware relating to "Businesses", in the manner following, to wit:

Chapter 5 of the Municipal Code of Seaford, Delaware is hereby amended by adding Article 6 – Adult Use Retail Marijuana Business License as shown on the following pages.

-/-/2024	Date of First Reading
-/-/2024	Date of Second Reading & Adoption
-/-/2024	Date of Advertisement
-/-/2024	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

ARTICLE 6 – ADULT USE RETAIL MARIJUANA BUSINESS LICENSE

[Amended on --/--/20-- by Ordinance #2024--]

§ 5.6.1 Title.

This Article shall be known as the “Adult Use Retail Marijuana Licensing Ordinance of the City of Seaford, Delaware”.

§ 5.6.2 Applicability.

This Article shall apply to all Adult Use Retail Marijuana Businesses within the incorporated boundaries of the City of Seaford, Delaware.

§ 5.6.3 Intent and purpose.

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

§ 5.6.4 License required.

- A. No person shall engage in or carry on the business of Adult Use Retail Marijuana Sales unless he has a valid adult use retail marijuana business license issued by the City pursuant to the provisions of this Article.
- B. No person shall be issued an Adult Use Retail Marijuana Business License until a special use exception is granted by the Board of Adjustment per Sec. 15–40A. (5) of the City of Seaford Zoning Ordinance.

§ 5.6.5 Application for Adult Use Retail Marijuana Business License.

- A. Any person requesting an Adult Use Retail Marijuana Business License shall file a written application with the City Manager, or designee, on a form to be furnished by the City Manager, or designee.
- B. The applicant shall submit the application with the license fee as established by City Council and shall, in addition, furnish the following:
 - 1. A copy of the applicant’s Retail Marijuana Store License issued by The State of Delaware under Title 4 Chapter 13.
 - 2. State of Delaware Business License.
 - 3. A complete list of the names and residence addresses of all employees in the business and the name and residence address of the manager or other person(s) principally in charge of the operation of the business.

4. Such other information, identification, and physical examination of the person as shall be deemed necessary by the City Manager, or designee, to discover the truth of the matters hereinbefore required to be set forth in the application.
5. Authorization for The City, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the permit.
6. Written declaration by the applicant, under penalty of perjury, that the foregoing information contained in the application is true and correct, said declaration being duly dated and signed in the City.

§ 5.6.6 Approval by the City Manager.

- A. A license may only be approved and issued after the applicant has fully complied with this article.
- B. Before any License shall be issued under this Article, the City Manager, or designee, shall first sign his approval of the application.

§ 5.6.7 Display of License.

The City issued Adult Use Retail Marijuana Business License shall be displayed in the establishment in an open and conspicuous place on the premises of the business.

§ 5.6.8 License Fee; Payment

- A. The annual license fee for an Adult Use Retail Marijuana Business shall be determined by City Council.
- B. The licensing period runs for one (1) year starting January 1st and ending December 31st.
- C. Licensing fees are not prorated.

§ 5.6.9 Revocation or suspension of license.

Any Adult Use Retail Marijuana Business License issued under this Article shall be subject to suspension or revocation by the City Manager, or designee, for violation of any provision of this Article, or for any ground or grounds that would warrant the denial of issuance of such permit in the first place. The City Manager, or designee, upon such revocation or suspension, shall state his reasons in writing, specifying the grounds for such revocation or suspension.

§ 5.6.10 Transfers prohibited.

No Adult Use Retail Marijuana Business License is transferable, separable or divisible, and such authority as a license confers shall be conferred only on the licensee named therein.

§ 5.6.11 Refund of License fees.

If any Adult Use Retail Marijuana Business License is surrendered by the licensee or is revoked for cause, neither the licensee named in such license, nor any other person, shall be entitled to any refund of any part of the license fee.

§ 5.6.12 Penalties.

Any person, firm or corporation violating any of the provisions of this Article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) or imprisoned for a term not to exceed thirty (30) days or both for each offense; and for provisions of this Article a separate offense shall be deemed to be commenced on each day during or on which a violation occurs or continues.

§ 5.6.13 Severability.

Should any provision of this Article be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the other provisions of this Article.

§ 5.6.14 through § 5.6.99 RESERVED



CITY OF SEAFORD SCHEDULE OF FEES AND RATES

Amended ~~November 26 June 11, 2024~~
1 September 1, 2024 2025

Effective February

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
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	\$25
Temporary Service	\$60

CUSTOMER DEPOSIT CHARGES

Residential Property Owner	No deposit required
Residential Renters	\$200
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

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

\$6.31 / 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 CHARGES

Turn 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
----------------	----------

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

* 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 = \$50.00 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

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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
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DEMOLITION PERMIT FEE:

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

WATER IMPACT FEE:

Per EDU	\$600.00
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* 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
<i>All other uses:</i>	
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
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* 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
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ELECTRIC SYSTEM COST RECOVERY FEE:

<u>Residential Service Single Phase (120/240)</u>		<u>Industrial Service 3 phase (120/208) & (120/240)</u>	
100 amp	\$ 187.50	200 amp	\$ 935.00
200 amp	\$ 375.00	400 amp	\$ 1,870.00
300 amp	\$ 562.50	600 amp	\$ 2,810.00
400 amp	\$ 750.00	800 amp	\$ 3,745.00
<u>Commercial Service 3 phase (120/208) & (120/240)</u>		1,000 amp	\$ 4,680.00
200 amp	\$ 750.00	<u>Industrial Service 3 phase (277/480)</u>	
400 amp	\$1,500.00	200 amp	\$ 2,160.00
600 amp	\$2,245.00	400 amp	\$ 4,320.00
800 amp	\$2,995.00	600 amp	\$ 6,500.00
<u>Commercial Service 3 phase (277/480)</u>		800 amp	\$ 8,640.00
200 amp	\$ 1,730.00	1,000 amp	\$10,790.00
400 amp	\$ 3,455.00	2,000 amp	\$21,580.00
600 amp	\$ 5,200.00	3,000 amp	\$32,500.00
800 amp	\$ 6,915.00		

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

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 | • High Street Grass Lot |
| • Gateway Park | • Riverview Park |
| • Kiwanis Park | • Oyster House Park |
| • Market Street Grass Lot | |

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.