

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
OCTOBER 22, 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.** - Vice-Mayor Henderson 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 October 8, 2024.

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

PUBLIC COMMENT:

- 1.

CORRESPONDENCE:

- 1.

7:05: PUBLIC HEARING:

1. Balsamo Real Estate LLC., property owner of a lot located on North Market St. Extended, Tax Map and Parcel #331-5.00-4.14, is requesting a Final Site Plan review for the construction of two commercial buildings and a warehouse.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

OCTOBER 22, 2024

NEW BUSINESS:

1. **PRESENTATION** - Mark Davidson, Vice President Pennoni, to discuss the Seaford Zoning Ordinance, Chapter 15 of the Municipal Code, Uses by Right and the Area and Bulk Requirements of the R-3 High Density Residential District requirements.
2. Present for approval Resolution R5-2024 that would permit the City of Seaford to receive \$330,000 in grant funds from the State of Delaware Department of Health and Social Services, Division of Public Health to conduct a feasibility study, test for emerging contaminants, install test wells, and complete a Preliminary Engineering Report (PER) and Environmental Information Document (EID) to support a full application for the design and treatment of emerging contaminants.

OLD BUSINESS:

- 1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Downtown Seaford Association's Fall Festival Saturday, October 26th from 10am - 4pm Downtown Seaford.
2. Annual Halloween Parade, Wednesday, October 30th. Line-Up begins at 6pm at 1 Cedar Avenue; Step-off at 7pm. Parade ends at Seaford Volunteer Fire Hall.
3. City-wide Halloween Trick-or-treating will be held on Thursday October 31, 2024, from 6:00 p.m. until 8:00 p.m. for children under 12 years old, event is rain or shine.

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

Vice-Mayor Henderson 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))

Page 3

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL
OCTOBER 22, 2024

Date Posted: 10/14/2024

Posted by: BS

NB# 2
10/22/24

CITY OF SEAFORD RESOLUTION R5-2024

**A resolution authorizing the City of Seaford to accept a \$330,000
emerging contaminant grant from the Delaware Department of Health
and Social Services, Division of Public Health**

WHEREAS, the State of Delaware, Department of Health and Social Services, Division of Public Health applied for the Water Infrastructure Improvements for the Nation Small and Underserved Communities Emerging Contaminants Grant Program, CFDA # 66.442, on August 30, 2023. On April 4, 2024, the United States Environmental Protection Agency awarded DPH a grant totaling \$19,407,000 for the project period of April 1, 2024 through March 31, 2029 pursuant to the Safe Drinking Water Act: Sec. 1459A, the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58), and 2 CFR 200, 2 CFR 1500, and 40 CFR 33; and

WHEREAS, Pursuant to the Water Infrastructure Improvements for the Nation Small and Underserved Communities Emerging Contaminants Grant Program (the "Program") and the Federal Safe Drinking Water Act (the "Act"), the United States, acting by and through the United States Environmental Protection Agency (the "EPA"), has authorized the Department to administer and distribute funds from the Program in the form of grants to qualified local governments and eligible persons in the State for the costs of addressing Per- and polyfluoroalkyl substances ("PFAS") and emerging contaminant challenges with the goal of targeting resources to communities most in need of assistance to ensure that no community is left behind with unsafe, inadequate water and to advance the priorities of equity and environmental justice; and

WHEREAS, the City of Seaford, an eligible recipient of Program assistance, submitted a grant application on July 6, 2023, from the Program to assist in conducting a feasibility study, test for emerging contaminants, install test wells, and complete a Preliminary Engineering Report and Environmental Information Document to support a full application for the design and treatment of emerging contaminants (the "Project"); and

WHEREAS, DPH has determined that the making of a grant to the City of Seaford for the purpose of assisting in the financing of the Project is necessary and desirable in the public interest and will further the purpose of the Program and the Act; and

WHEREAS, the Department, through the Program desires to provide financial assistance in the form of a grant to the City of Seaford for the Project in an amount up to Three Hundred Thirty Thousand Dollars (\$330,000) (the "Grant");

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Mayor Matt MacCoy

Witness

Charles Anderson, Secretary to Council

Sworn and Subscribed before me on this ____ day of _____, 2024.

Notary Public
My Commission Expires:

CITY OF SEAFORD
\$330,000 EMERGING CONTAMINANTS IN SMALL OR DISADVANTAGED
COMMUNITIES GRANT
GRANT NO. ECSDC-2024-008

Delaware Davis-Bacon Wage Rate Act Requirement and Related Acts

The City of Seaford, Delaware ("the Grantee") must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to the Davis-Bacon Wage Rate Act Requirement under this grant.

Davis-Bacon and Related Acts ("DBRA") is a collection of labor standards provisions administered by the United States Department of Labor that are applicable to federal funds involving construction.

All laborers and mechanics employed by recipients and sub-recipients on the Project (as defined in the grant agreement) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code. As required by Section 3.11 of Part 3 of Subtitle A of Title 29 of the Code of Federal Regulations, all contracts made with respect to the construction, prosecution, completion, or repair of the Project shall expressly bind the recipients and sub-recipients to comply with such of the regulations in such Part 3 as may be applicable. The Grantee shall insert in full in any contract that is entered into for the actual construction, alteration, or repair of the Project the clauses set forth in Section 1450(e) of the Federal Safe Drinking Water Act (42 U.S. C. 300j - 9(e)) and such clauses shall apply to the construction of treatment works carried out in whole or in part with assistance made available by federal funds as authorized by Section 1452 of that Act (42 U.S. C. 300j - 12).

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts (such as the grant) in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works (such as the Project). Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over forty (40) in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to Davis-Bacon Act-covered contracts.

This grant is also subject to the Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled.

Additional information regarding DBRA can be found at the United States Department of Labor website: <https://www.dol.gov/agencies/whd/government-contracts/construction>.

[SIGNATURE PAGE FOLLOWS]

CITY OF SEAFORD, DELAWARE

By: _____
Matthew MacCoy
Mayor

Attest:

By: _____
Charles D. Anderson
Secretary of Council

*[SIGNATURE PAGE TO DAVIS-BACON WAGE RATE ACT REQUIREMENT AND RELATED ACTS – 2024
EPA/DHSS EMERGING CONTAMINANTS IN SMALL OR DISADVANTAGED COMMUNITIES GRANT]*

CITY OF SEAFORD
\$330,000 EMERGING CONTAMINANTS IN SMALL OR DISADVANTAGED
COMMUNITIES GRANT

GRANT AGREEMENT FOR FUNDING
BETWEEN
DELAWARE DEPARTMENT OF HEALTH AND SOCIAL SERVICES,
DIVISION OF PUBLIC HEALTH
AND
CITY OF SEAFORD

GRANT NO. ECSDC-2024-008

THIS GRANT AGREEMENT (this "Agreement") is made this [] day of October, 2024, between the DELAWARE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, DIVISION OF PUBLIC HEALTH, a public agency of The State of Delaware (the "Department") and the CITY OF SEAFORD, DELAWARE (the "Grantee"), a municipal corporation and political subdivision of The State of Delaware (the "State").

The Department applied for the Water Infrastructure Improvements for the Nation Small and Underserved Communities Emerging Contaminants Grant Program, CFDA # 66.442, on August 30, 2023. On April 4, 2024, the United States Environmental Protection Agency awarded DPH a grant totaling \$19,407,000 for the project period of April 1, 2024 through March 31, 2029 pursuant to the Safe Drinking Water Act: Sec. 1459A, the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58), and 2 CFR 200, 2 CFR 1500, and 40 CFR 33.

Pursuant to the Water Infrastructure Improvements for the Nation Small and Underserved Communities Emerging Contaminants Grant Program (the "Program") and the Federal Safe Drinking Water Act (the "Act"), the United States, acting by and through the United States Environmental Protection Agency (the "EPA"), has authorized the Department to administer and distribute funds from the Program in the form of grants to qualified local governments and eligible persons in the State for the costs of addressing Per-and polyfluoroalkyl substances ("PFAS") and emerging contaminant challenges with the goal of targeting resources to communities most in need of assistance to ensure that no community is left behind with unsafe, inadequate water and to advance the priorities of equity and environmental justice.

The Grantee, the City of Seaford, an eligible recipient of Program assistance, submitted a grant application on July 6, 2023, from the Program to assist in conducting a feasibility study, test for emerging contaminants, install test wells, and complete a Preliminary Engineering Report and Environmental Information Document to support a full application for the design and treatment of emerging contaminants (the "Project").

The Project Manager for this grant, Sandi Spiegel, reviewed all applications to determine their eligibility per the SDWA §1459A. Furthermore, EPA reviewed and approved the State's

workplan included in the grant application. DPH determined that the making of a grant to the Grantee for the purpose of assisting in the financing of the Project, on the terms and conditions hereinafter set forth, is necessary and desirable in the public interest and will further the purpose of the Program and the Act.

As a result, the Department, through the Program, is providing financial assistance in the form of a grant to the Grantee for the Project in an amount of up to **THREE HUNDRED THIRTY THOUSAND DOLLARS (\$330,000)**.

In consideration of the foregoing and the mutual promises and covenants contained herein, the Department and the Grantee hereby agree as follows:

SECTION 1. REPRESENTATIONS AND OBLIGATIONS OF GRANTEE

- 1.1 The Grantee is a duly created and validly existing municipal corporation and political subdivision of the State, and is vested with certain rights and powers conferred upon it by Delaware law, and has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the Project, to enter into this Agreement and to carry out and consummate all transactions contemplated by this Agreement.
- 1.2 The Grantee agrees to use these funds for eligible project costs¹ only and agrees that these costs are necessary, reasonable and allocable.
- 1.3 The Grantee acknowledges that this grant is subject to, and agrees to comply with all requirements applicable to the Project including the requirements set forth in the Program and the Act, as amended by federal Appropriation or Authorization Acts, and as may be further amended from time to time, all applicable federal statutes, regulations, rules, orders, and procedural guidance and requirements issued by the EPA, the Program, the Act, and any guidance or regulations promulgated thereunder.
- 1.4 **The Grantee agrees to successfully complete the project by the completion date of May 31, 2024, unless an extension is granted by the Department.**
- 1.5 As a recipient of grant assistance, the Grantee agrees that none of the grant funds made available to the Grantee shall be used for the Project for the construction, alteration, maintenance, or repair of the Project unless all of the iron and steel products used in the Project are produced in the United States (“**American Iron and Steel Requirement**”), unless: (i) the Grantee has requested and obtained a waiver from the EPA pertaining to the Project or (ii) the Department has otherwise advised the Grantee in writing that the American Iron and Steel Requirement is not applicable to the Project. The American Iron and Steel Requirement shall not apply in any case or category of cases in which the Administrator of the EPA finds that: (i) applying the requirement would be inconsistent

¹ See Emerging Contaminants in Small or Disadvantaged Communities Grant Program: Grant Implementation Document (epa.gov).

with the public interest; (ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent. The term “iron and steel products” means the following products made primarily of iron or steel-lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon and may include other elements.

The Bipartisan Infrastructure Law of 2021, also known as the Infrastructure Investment and Jobs Act of 2021 (“IIJA”), established the Build America Buy America (BABA) Act domestic sourcing requirements for federal financial assistance programs for infrastructure, including the Program, and the Grantee must comply with the BABA provision. BABA also expanded the requirement that all of the iron and steel products used in the Project are produced in the United States to include construction materials and manufactured goods for domestic preference and sourcing requirements. The Grantee agrees to comply with all federal requirements applicable to the grant funds received (including those imposed by IIJA, Public Law No. 117-58) which the Grantee understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Grantee has requested and obtained a waiver from the Department pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) the Department has otherwise advised the Grantee in writing that the Build America, Buy America Requirements are not applicable to the Project.

In procuring materials for public works projects, entities using taxpayer-financed Federal assistance should give a commonsense procurement preference for the materials and products produced by companies and workers in the United States in accordance with the high ideals embodied in the environmental, worker, workplace safety, and other regulatory requirements of the United States. The benefits of domestic content procurement preferences extend beyond economics. Common construction materials used in public works infrastructure projects, including steel, iron, manufactured products, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, and drywall are not adequately covered by a domestic content procurement preference, thus limiting the impact of taxpayer purchases to enhance supply chains in the United States.

- 1.6 The Grantee shall comply with the Delaware Department of Labor Prevailing Wage Rate Regulations. The Grantee shall comply with the Delaware Davis-Bacon Wage Rate Act Requirement as provided by the Department. The Grantee agrees that all contractors or subcontractors utilized by the Grantee in the Project will complete and file the U.S. Department of Labor’s payroll form WH-347.

All laborers and mechanics employed by recipients and sub-recipients on the Project shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code. As required by Section 3.11 of Part 3 of Subtitle A of Title 29 of the Code of Federal Regulations, all contracts made with respect to the construction, prosecution, completion, or repair of the Project shall expressly bind the recipients and sub-recipients to comply with such of the regulations in such Part 3 as may be applicable. The Grantee shall insert in full in any contract that is entered into for the actual construction, alteration, or repair of the Project the clauses set forth in Section 1450(e) of the Federal Safe Drinking Water Act (42 U.S. C. 300j - 9(e)) and such clauses shall apply to the construction of treatment works carried out in whole or in part with assistance made available by a State drinking water treatment control revolving fund as authorized by Section 1452 of that Act (42 U.S. C. 300j - 12).

- 1.7 The Grantee agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the Department, such as performance indicators of program deliverables and information on costs and Project progress. The Grantee understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that may result in remedial actions. The Grantee agrees that all record keeping and reporting requirements shall be made in accordance with generally accepted accounting principles, consistently applied.

With regard to financial records and statements, the Grantee shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted accounting principles, consistently applied, of all its business and affairs related to the Project. The Grantee shall have an annual audit made by an independent certified public accountant within one hundred twenty (120) days after the end of its fiscal year. Such report shall include a certificate of the accountants to the effect that, during the course of such accountant's regular examination of the Grantee's financial condition, nothing came to such accountant's attention that would constitute an Event of Default as hereinafter defined. A copy of the audited annual report shall be forwarded to the Department when completed.

- 1.8 The Grantee shall comply in all respects with all applicable federal laws, regulations and other requirements related to or arising out of or in connection with the Project and the funding thereto by the Program. The Grantee shall also comply in all respects with the Federal Single Audit Act (the "SAA"), 2 CFR 200 Subpart F, as a sub-recipient of Federal funds. As a recipient of grant funds from the Program, the Grantee is required to notify the Department when a SAA audit has been conducted and provide the Department within 30 days of completion with a copy of the SAA audit if the Grantee expends \$750,000 or more in grant funds and other federal financial assistance in its fiscal year. Other federal financial assistance sources include, but are not limited to, funds received by the Delaware Drinking Water State Revolving Fund, equivalency funds received by the Delaware Water Pollution Control Revolving Fund, other federal water infrastructure

funding programs (e.g., USDA RD, CDBG, and EPA's WIFIA and Community Grants, among others), as well as health care, social services, highways, and education funding programs. The Grantee shall notify the Department when they have reached the \$750,000 expenditure threshold.

For purposes of the Program, an expenditure occurs at the time that grant funds are disbursed by the Grantee for the purpose for which the Grant assistance is provided (e.g., project costs). For example, an expenditure occurs at the time the Grantee pays an invoice. In the case of refinancing assistance, the expenditure occurs at the time the Grantee uses grant funds to refinance the existing debt.

The Grantee is responsible for (i) maintaining an annual (fiscal year) accounting system and identifying all expenditures of federal financial assistance, (ii) submitting its SAA audit to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period, and (iii) notifying the Department that the SAA audit has been submitted to the Federal Audit Clearinghouse and providing a copy to the Department upon request. The Grantee shall inform the Department of any findings and recommendations pertaining to grant funds received from the Program contained in SAA audits conducted by the Grantee.

The SAA dollar threshold, currently at \$750,000 as previously stated, that requires performance of an audit increases periodically, and the Grantee is required to know the threshold for a given year.

- 1.9 The Grantee agrees that when collecting and managing environmental data under this Agreement, it will protect the data by following all applicable State law cybersecurity requirements, if the Grantee's network or information system is connected to the EPA networks to transfer data to the EPA using systems other than the Environmental Information Exchange Network or the EPA's Central Data Exchange.
- 1.10 The Grantee shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." Grantees and sub grantees, including the Grantee, shall refer to the "List of Parties Excluded From Federal Procurement and Non Procurement Programs" to insure that a contractor or subcontractors are not on this list. A search for exclusion records can be made at the official US Government System for Award Management website at <https://www.sam.gov>. For assistance visit the Federal Service Desk online at www.fsd.gov or by calling (866) 606-8220.

The Grantee has taken and will continue to take all necessary affirmative steps to solicit, and document its solicitation efforts of, minority business enterprises and women's business enterprises, individually and collectively referred to as Disadvantaged Business Enterprises (DBE), in accordance with the Six Good Faith Efforts, (40 CFR Part 33).

The Grantee has taken and will continue to take all necessary affirmative steps to assure that it is in compliance with all requirements for the procurement of architectural and engineering services as identified in 40 U.S.C. Section 1101 et. Seq, for all architectural and engineering contracts executed, amended or renewed.

- 1.11 The Grantee agrees to comply with the Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment located in 2 CFR 200.216, as such regulation relates to the Project. The Grantee agrees that none of the grant funds shall be used to procure, enter into, extend or renew contracts or obtain equipment, services or systems that use “covered telecommunications equipment or services,” as identified in the regulation, as a substantial or essential component of any system, or as critical technology as part of any system.

- 1.12 The Grantee agrees to disclose in writing to the Department all pending litigation, and any conflict of interest related to the financing of the Project.

There are not pending nor, to the best of the knowledge of the undersigned official of the Grantee, threatened, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature, in which a judgment, order or resolution may have a material adverse effect on the Grantee, or its business, assets, condition (financial or otherwise), operations or prospects or in its ability to perform its obligations under this Agreement.

- 1.13 The Grantee agrees to comply with all other terms and conditions related to construction of the Project as outlined and addressed in the bid documents related to the Project and as reviewed by the Department. Bid documents need to be sent to the Office of Engineering, DHSS_OE@delaware.gov, for approval.

- 1.14 This Agreement has been executed and duly authorized by an official of the Grantee and constitutes the legal, valid and binding obligation of the Grantee enforceable against the Grantee in accordance with the terms of this Agreement.

- 1.15 The Grantee agrees to comply with and adhere to the procurement and monitoring requirements under the Program, including but not limited to, the provisions of 2 CFR 200, 2 CFR 1500 and 40 CFR 33. The Grantee is required to have, among other requirements: (i) transparent and fair competition on the use of these grant funds; (ii) oversight of awards and contractors to ensure terms are met; (iii) records for third party verification of compliance; and (iv) solicited proposals from minority and women owned businesses.

- 1.16 As a recipient of grant assistance, the Grantee shall ensure that grant funds involving environmental information issued under this Agreement include appropriate quality requirements for the work. The Grantee shall develop and implement Quality Assurance (“QA”) planning documents in accordance with this term and condition, and/or ensure it will implement all applicable approved QA planning documents.

SECTION 2. PERFORMANCE REPORTING

- 2.1 As a recipient of grant assistance, the Grantee must report on its monitoring activities under 2 CFR 200.332(d). Items that must be reported if the Grantee has the information available are:
- a. Summaries of results of reviews of financial and programmatic reports.
 - b. Summaries of findings from site visits and/or desk reviews to ensure effective performance.
 - c. Environmental results achieved.
 - d. Summaries of audit findings and related management decisions.
 - e. Actions the Grantee has taken to correct deficiencies such as those specified in 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 – “Remedies for Noncompliance”.
 - f. Progress of design and construction activities.
 - g. Status of schedule delays, if any.

SECTION 3. OBLIGATIONS OF THE DEPARTMENT

- 3.1 The Department agrees to assist the Grantee with all reporting requirements and conditions that must be met by the Grantee as a sub-recipient of Federal funds.
- 3.2 The Department hereby supplies the Grantee the Delaware Davis-Bacon Wage Rate Act Requirement.
- 3.3 The Department and its duly authorized representatives and agents shall have such reasonable rights of access to the Project as may be necessary to determine whether the Grantee is in compliance with the requirements of this Agreement and shall have the right at all reasonable times and upon reasonable prior notice to the Grantee to examine and copy the books and records of the Grantee insofar as such books and records relate to the Project.

SECTION 4. GENERAL CONDITIONS

- 4.1 The financial assistance provided for under this Agreement is subject to availability of grant funds from the EPA and is contingent upon approval by the Department.
- 4.2 The financial assistance provided for under this Agreement is limited to eligible project costs, as determined by the Department in its sole discretion, not to exceed the amount identified in this Agreement.

- 4.3 The Department shall not be obligated to reimburse project costs incurred by the Grantee on a date before a Purchase Order allocating the grant funds has been approved by the Delaware Department of Finance. The Grantee shall be solely responsible for all costs and expenses incurred before a Purchase Order allocating the grant funds is approved. The Department's total liability that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in the Department's Purchase Order.
- 4.4 The Department reserves the right to terminate this Agreement without penalty for the Grantee's failure to comply with any of the terms of this Agreement or failure to comply with any of the terms of the conditions as a sub-recipient of Federal funds.
- 4.5 This Agreement shall be effective upon its execution and delivery by the Grantee and the Department.

SECTION 5. ADDITIONAL FEDERAL REQUIREMENTS

5.1 Federal Requirements.

- a. Pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, as a recipient of grant assistance, the Grantee agrees not to discriminate on the basis of race, color or national origin in any activity funded through this Agreement.
- b. Pursuant to the Age Discrimination Act, 42 U.S.C. § 6101 et seq., as a recipient of grant assistance, the Grantee agrees not to discriminate on the basis of age in any activity funded through this Agreement.
- c. Pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as a recipient of grant assistance, the Grantee agrees not to discriminate on the basis of disability in any activity funded through this Agreement.
- d. Pursuant to Section 1452 of the Federal Safe Drinking Water Act Amendments of 1996, P.L. 104-182 and Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq., as amended, as a recipient of grant assistance, the Grantee agrees not to discriminate on the basis of sex in any activity funded through this Agreement.
- e. Pursuant to Executive Order 11246, dated September 24, 1965, as amended by Executive Order 11375, dated October 13, 1967, and as supplemented by U.S. Department of Labor regulations set forth at 41 C.F.R. Ch. 60, as a recipient of grant assistance, the Grantee agrees to provide an equal opportunity for employment to all contracts and subcontracts awarded for the Project and funded through this Agreement.
- f. Pursuant to Executive Order 12898, dated February 11, 1994, as a recipient of grant assistance, the Grantee agrees not to fund any action through this

Agreement that will have disproportionately high and adverse effects on minority or low-income populations.

5.2 Americans with Disabilities Act.

Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement, and the Grantee agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Department as an agency of the State of Delaware through this Agreement. The State of Delaware and the Department shall be indemnified and held harmless from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the State of Delaware or the Department as a result of the Grantee's failure to comply with its obligations under the preceding provisions.

5.3 Nondiscrimination; Sexual Harassment.

The Grantee shall comply, or cause its contractor or subcontractor, or other agents or representatives to comply, with the following requirements:

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under this Agreement or any Project contract, no person who is qualified and available to perform the work to which the employment relates shall be discriminated against by reason of gender, race, creed or color.
- b. No employee involved in the manufacture of supplies, the performance of work or any other activity required under this Agreement shall be discriminated against in any manner or intimidated on account of gender, race, creed, or color.
- c. A written sexual harassment policy providing that sexual harassment will not be tolerated and employees who practice it will be disciplined shall be established and maintained by the Grantee and employees shall be informed of the policy.
- d. No contractor who is qualified to perform the work relating to this Agreement shall discriminate against any other contractor by reason of gender, race, creed, or color.
- e. All necessary employment documents and records shall be provided and access shall be granted to the Department to books, records, and accounts for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If documents or records reflecting

the necessary information requested are not available, such information shall be furnished on reporting forms supplied by the Department.

- f. This Nondiscrimination/Sexual Harassment Clause shall be included in any contract awarded for the Project so that such provisions will be binding upon any contractors engaged for the Project.
- g. The Department may cancel or terminate this Agreement and all money due or to become due under this Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Department may proceed with debarment or suspension and may place the party not in compliance in the Contractor Responsibility File, a repository of information on contractors.

SECTION 6. SIGNAGE REQUIREMENTS UNDER THE INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA)

- 6.1 **Investing in America Emblem.** The Grantee will ensure that a sign is placed at construction sites supported in whole or in part by this grant displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” Construction is defined at 40 CFR 33.103 as “erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
- 6.2 In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.). Signage costs are considered an allowable Project Cost, provided the costs associated with the signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, the Grantee is encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable project costs, provided the costs are reasonable.
- 6.3 The Grantee will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investingamerica-signage>.

- 6.4 EPA Logo. The Grantee will ensure that signage displays the EPA logo along with the official Investing in America emblem. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the Grantee received financial assistance from EPA for the project.
- 6.5 The Grantee will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (“OPA”) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the Grantee should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available on the Using the EPA Seal and Logo page at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>.
- 6.6 Procuring Signs. Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, the Grantee is encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable Project Cost under this Agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, the Grantee is encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

The Grantee agrees to notify the EPA Project Officer listed in the award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this Agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days’ notice.

SECTION 7. EVENTS OF DEFAULTS

- 7.1 Each of the following events shall be an “Event of Default” hereunder:
- a. The Grantee’s failure to perform or observe any of the covenants, agreements or conditions of this Agreement and the continuation of such failure for a period of thirty (30) days after the Department gives the Grantee written notice specifying such failure and requesting that it be cured, unless the Department shall agree in writing to an extension of such time prior to its expiration; *provided, however*, if the failure stated in the notice is correctable but cannot be corrected within the applicable period, the Department will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the default is corrected.

- b. Any warranty, representation or other statement by or on behalf of the Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect.
- c. An order or decree shall be entered, with the Grantee's consent or acquiescence, appointing a receiver or receivers of the Project or any part thereof or of the income thereof, or if such order or decree, having been entered without the Grantee's consent or acquiescence, shall not be vacated, discharged or stayed on appeal within ninety (90) days after the entry thereof.
- d. Any proceeding shall be instituted, with the Grantee's consent or acquiescence, for the purpose of effecting a composition between the Grantee and its creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the revenues of the Project.
- e. Any bankruptcy, insolvency or other similar proceeding shall be instituted by or against the Grantee under any federal or state bankruptcy or insolvency law now or hereinafter in effect and, if instituted against the Grantee, is not dismissed within ninety (90) days after filing.

The Grantee agrees to give the Department prompt written notice if any order, decree or proceeding referred to in Section 6.1(a) through (e), inclusive, is entered or instituted against the Grantee or of the occurrence of any other event or condition which constitutes an Event of Default immediately upon becoming aware of the existence thereof.

Whenever any Event of Default referred to in this Section shall have happened and be continuing, the Department shall, in addition to any other remedies provided herein or by law, have the right, at its option without any further demand or notice, to take one or both of the following remedial steps:

- a. Discontinue advances of grant funds hereunder; and
- b. Take whatever other action at law or in equity may appear necessary or desirable to enforce any of the Department's rights under this Agreement or to enforce performance by the Grantee of its covenants, agreements or undertakings contained herein.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default under this Agreement shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereto.

If the Grantee shall fail to perform any act required by it under this Agreement, the Department without prior notice to or demand upon the Grantee and without waiving or

releasing any obligation or default, may (but shall be under no obligation to) perform such act.

SECTION 8. MISCELLANEOUS

- 8.1 Where used throughout this Agreement, references to "CFR" with regard to grants and agreements relates to the establishment of uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed and delivered as of the date first written above.

**FOR THE DELAWARE DEPARTMENT OF HEALTH
AND SOCIAL SERVICES, DIVISION OF PUBLIC
HEALTH**

Dava Newnam
Office of the Secretary, Deputy Cabinet Secretary
Department of Health and Social Services

CITY OF SEAFORD, DELAWARE

(CITY SEAL)

Matthew MacCoy
Mayor

ATTESTED:

Charles D. Anderson
Secretary of Council

*[SIGNATURE PAGE TO GRANT AGREEMENT – 2024 EPA/DHSS EMERGING CONTAMINANTS IN SMALL OR
DISADVANTAGED COMMUNITIES GRANT]*

CITY OF SEAFORD
\$330,000 EMERGING CONTAMINANTS IN SMALL OR DISADVANTAGED
COMMUNITIES GRANT
GRANT NO. ECSDC-2024-008

Grantee: City of Seaford, Delaware (the "City")

Grant Coordinator: Delaware Department of Health and Social Services, Division of Public Health

Counsel to
Grant Coordinator: Saul Ewing LLP

Date of Closing: [____], October [____], 2024

INDEX OF CLOSING DOCUMENTS

Financing Document

1. Grant Agreement between the City and the Delaware Department of Health and Social Services, Division of Public Health.

Authorizing Documents

2. [Resolution authorizing the Grant adopted on [____], 2024.]

Miscellaneous

3. General Certificate of the City.
4. Davis-Bacon Wage Act Requirement and Related Acts.
5. Notice of Intent.
6. Notice of Award.



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Public Health

Health Systems Protection

6/4/2024

City of Seaford

414 High Street

Seaford, Delaware 19973

Subject: Notice of Award

Dear Mr. Anderson,

I am pleased to inform you that your Notice of Intent submitted for the Emerging Contaminants in Small or Disadvantaged Communities Grant has been thoroughly reviewed and evaluated. After careful consideration, we are delighted to award you the grant for the Seaford Emerging Contaminants Planning, Testing Mitigating, and Treating Project.

This grant is being provided to conduct a feasibility study, test for emerging contaminants, install test wells, and complete a Preliminary Engineering Report and Environmental Information Document to support a full application for the design and treatment of emerging contaminants. The total amount of this grant shall not exceed Three Hundred Thirty Thousand Dollars (\$330,000). Please be advised that this letter serves as a notification of your selection. However, this letter does not constitute the formal grant award agreement. A formal grant agreement outlining terms, conditions, and obligations will be provided to you in due course.

We are excited about the opportunity to collaborate with you. Should you have any questions or require further clarification, please do not hesitate to contact Marissa Jacobi at Marissa.Jacobi@Delaware.gov or 302-744-7832.

Once again, congratulations on being awarded the grant. We look forward to a fruitful partnership and the successful completion of the project.

Sincerely,

Marissa Jacobi

Marissa Jacobi, MPH

Deputy Chief, Health Systems Protection

CITY OF SEAFORD
\$330,000 EMERGING CONTAMINANTS IN SMALL OR DISADVANTAGED
COMMUNITIES GRANT
GRANT NO. ECSDC-2024-008

CITY'S GENERAL CERTIFICATE

We, Matthew MacCoy, Mayor of the City of Seaford (the "City") and Charles D. Anderson, Secretary of City Council of the City, DO HEREBY CERTIFY on October [____], 2024, as follows:

1. Matthew MacCoy has at all times since May 14, 2024, served as Mayor of the City and currently serves as Mayor of the City.

2. Charles D. Anderson has at all times since March 1, 2018, served as Secretary of the City Council and continues to serve in that capacity.

3. The below listed Council members were duly elected or appointed, or duly reelected and reappointed, as the case may be, pursuant to the City Charter and have at all times since the applicable dates listed below served as City Council members, each for a three-year term (except for the Mayor, who serves for a two-year term) as set forth below:

<u>Council Member</u>	<u>Term Originally Commenced</u>
Matthew MacCoy (as Mayor)	May 14, 2024
Dan H. Henderson	April 19, 2014
Orlando Holland	June 10, 2015
Michael Bradley	May 9, 2023
Alan Quillen	May 14, 2024
Dr. Stephanie Grassett	May 14, 2024

4. Each of the persons hereinabove described prior to entering upon the duties of his or her respective office, duly qualified for such office by taking the oath prescribed by law, and if required by law, by giving an official bond complying with all legal requirements.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

5. The Signatures set forth below are true specimens of the signatures of the Mayor and the Secretary of City Council:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Matthew MacCoy	Mayor	_____
Charles D. Anderson	Secretary of City Council	_____

6. The Seal, an impression of which appears below, is the corporate seal of the City.

7. Acting pursuant to authority given to the Mayor and the Secretary of City Council for that purpose, the Mayor and the Secretary of City Council have duly executed the grant agreement dated October [____], 2024 between the Town and the Delaware Department of Health and Social Services, Division of Public Health (the "Grant Agreement").

8. The execution of the Grant Agreement has been authorized by the City Charter, 53 Del. Laws Ch. 42, as amended (the "Charter") [and a resolution adopted by the City Council on [____], 2024 (the "Resolution").] [The Resolution was adopted at a regular or special meeting of the City Council called and noticed in accordance with all applicable laws and at which a quorum of the City Council attended and acted throughout.] [The Resolution and] all other proceedings authorizing the execution of the Grant Agreement have not been rescinded or repealed or modified or amended in any respect. The authority to execute and enter into the Grant Agreement on behalf of the City thereby granted to the Mayor and the Secretary of City Council has not been repealed, revoked or rescinded.

9. An impression of the seal affixed to or impressed upon this Certificate has been impressed on the Grant Agreement. The Grant Agreement was manually executed by the Mayor and the Secretary of City Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and have hereunto affixed the corporate seal of the City of Seaford as of the date first above written.

(SEAL)

Matthew MacCoy, Mayor
City of Seaford

Charles D. Anderson, Secretary of City Council
City of Seaford

*[SIGNATURE PAGE TO GENERAL CERTIFICATE – 2024 EPA/DHSS EMERGING CONTAMINANTS
IN SMALL OR DISADVANTAGED COMMUNITIES GRANT]*