

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
April 14, 2026
SEAFORD CITY HALL - 414 HIGH STREET

The meeting will be streamed via live feed.

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

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

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

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

7:00 P.M. Mayor MacCoy calls the Regular Meeting to order.
Invocation.
Pledge of Allegiance to the Flag of the United States of America.
Executive Session:
 1. Negotiations
Changes to the agenda for this meeting.
Approval of the minutes of the regular meeting on March 24, 2026.

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

PUBLIC COMMENT:

1.

CORRESPONDENCE:

1.

NEW BUSINESS:

1. Alice Adkins, President of the Downtown Seaford Association to request City approval for a community event to mark the 250th anniversary of the United States of America to be held in Downtown Seaford.

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2. Chief of Police Marshal Craft to present for approval a high level five-year strategic plan for the Seaford Police Department.
3. Chief of Police Marshal Craft to request approval for a Edward Byrne Memorial Justice Assistance Grant (BJAG) FY2025 grant funding submission.
4. Present for approval a collective bargaining agreement with the International Brotherhood of Electrical Workers (IBEW) Local 126.
5. Mayor MacCoy to appoint an Annexation Committee to investigate the possibility of annexing property located on the east side of Atlanta Road approximately 125 feet north of William Ross Lane SCTM#531-10.00-234.01.
6. Bids - Clean-up Week.
7. Bids - Demolition of Structures.
8. Mayor MacCoy to present for review and approval the names of individuals willing to serve as Riverfest Committee members

OLD BUSINESS:

1. Present for a second reading revisions to Chapter 9, Article 1, of the Municipal Code that would update the City Plumbing Code to the 2021 edition of the International Plumbing Code with amendments.
2. Present for a second reading revisions to Chapter 4, Article 1, of the Municipal Code that would adopt the current edition of the International Energy Conservation Code (IECC), as adopted by the State of Delaware.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

- 1.

CITY OF SEAFORD

Municipal Election - Saturday, April 18, 2026

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

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

Vice-Mayor Dan Henderson has filed for reelection.

Councilman Mike Bradley has filed for reelection.

Roberto Santos has filed for Council.

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THE MAYOR POSITION IS UNCONTESTED. PURSUANT TO DE CODE TITLE 15, SECTION 7555(J) AND CITY OF SEAFORD CHARTER SECTION 7(A) THIS POSITION WILL NOT APPEAR ON THE BALLOT AND THE CANDIDATE WILL ASSUME OFFICE WITHOUT ELECTION ON MAY 12, 2026

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

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

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

LIAISON REPORTS:

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

Mayor MacCoy solicits a motion to hold an Executive Session for the purpose of discussing Negotiations.

EXECUTIVE SESSION:

1. Negotiations

Mayor MacCoy solicits a motion to adjourn the Executive Session.

Mayor MacCoy reopens the regular Council meeting.

City Council to act on items discussed in Executive Session.

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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: 04/06/2026 Revised: 04/07/2026

Posted by: BAS



CITY OF SEAFORD POLICE DEPARTMENT

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



TO: Mayor and Council
FROM: Marshall Craft
Marshall Craft
Chief of Police
DATE: March 31, 2026
RE: FY 2025 JAG Grant – Acceptance of Funds

NB#3
4.14.26

Mayor and Members of City Council,

The Seaford Police Department respectfully requests approval to accept \$19,812.00 in grant funding through the FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation.

This funding is part of a direct allocation from the Bureau of Justice Assistance (BJA), which identified Seaford, Milford, Laurel, and Georgetown Police Departments as jurisdictional partners within Sussex County for the 2026 award cycle. The total joint allocation is \$70,223.00, with Seaford's portion being \$19,812.00.

JAG funding supports a broad range of local criminal justice initiatives, including law enforcement operations, equipment, and technology improvements. The Seaford Police Department intends to utilize these funds in accordance with program guidelines to support operational needs.

Approval of this request will authorize the acceptance and expenditure of these funds.

Thank you for your consideration.

Respectfully submitted,
Chief Marshall Craft

NB# 4
4-14-26

**City of Seaford
And
International Brotherhood of
Electrical Workers,
Local Union 126**

**Collective Bargaining Agreement
(2026 – 2029)**

Article I - Preamble

Section 1. The Agreement, effective as of this 1st day of July of 2026 by and between the City of Seaford, a Municipal Corporation of the State of Delaware ("City" or "Employer"), and any successors or assigns, should the City cease operation and control of the provision of electrical power, and the International Brotherhood of Electrical Workers, Local Union 126 ("Union").

Article II - Recognition and Job Classifications

Section 1. The City recognizes and acknowledges the Union as the exclusive bargaining representative for all employees in the bargaining unit as defined in Section 2 of this Article.

Section 2. In accordance and with the certification of the Public Employment Relations Board ("PERB") in Representation Petition No. 22-08-1318, dated October 13, 2022, the term "employees" used in this Agreement shall mean employees in the following classifications:

All Full-Time and Regular Part-Time Linemen, Journeyman Leads, Apprentice Linemen, Technical Coordinator(s), and Groundmen employed by the Seaford Electric Department. All other employees, confidential employees, managerial employees, guards, are excluded.

Article III - Union Stewards

Section 1. There shall be one (1) Steward and one (1) Alternate Steward.

Section 2. The City recognizes the right of the Union to designate one (1) employee to act as Steward and one (1) employee to set as an Alternate Steward. The Union will advise the City in writing of the name of the Steward and Alternate Steward assuming duties. The term "Steward" as used in this Agreement shall mean an employee designated by the Union to investigate grievances and represent employees at grievance hearings and other employee representation as outlined in this Agreement.

Section 3. The City Shall grant approval to the Steward for a reasonable, brief, time to investigate or process grievances without loss of pay, provided that it would be impractical or inefficient to do so outside of normal working hours. The Steward shall be granted such time when it will not interfere with the operation of the City. What constitutes "interference" for the purposes of this Section shall be determined by the City, and provided such a determination is not arbitrary or capricious, or in bad faith, shall be reserved to the sound discretion of the City.

Section 4. Stewards who investigate during work time shall not make any unreasonable request for the time of other employees while these employees are on duty. Nor shall they unduly interfere with the other employees' duties in furtherance of the operation of the City. Whether interference is "unduly" is reserved for determination by the City, provided such a determination is not arbitrary or capricious, or in bad faith.

Section 5. The City shall make available time off work with pay for the Steward or Alternate Steward designated by the Union's Business Manager to take part in the following activities:

1. Grievance Proceedings up to Arbitration;
2. Disciplinary Procedures:

The Steward shall be released from duty by his or her supervisor for these activities when it will not interfere with any emergent needs of the City. If the designated Steward is unable to attend for any reason, the Union may have an Alternate Steward released from duty during the required time. Whether such a need is "emergent" is reserved for determination by the City, provided such determination is not arbitrary or capricious, or in bad faith;

3. Contract Negotiations (without pay).

Section 6. With notification to the Director of Electric, a representative of the Union shall have reasonable access to the City's premises for the purpose of conferring with the City, affected member(s) and/or with the Stewards. The Union Representative will not interfere with the safe and efficient operation of the City.

Article IV - Dues Deduction

Section 1. The City agrees to make payroll deductions of Union dues and initiation fees, if any, for employees of the bargaining unit who provide written authorization for the City to do so. The amount of such deductions shall be furnished in writing to the Human Resources Director and shall be in uniform amounts. The Union will notify the Human Resources Director at least thirty (30) days in advance of any change in the amount of such deductions.

Section 2. Employees, who provide written authorization to the City, on and after the thirty-first (31st) day of employment or within thirty (30) days of the signing of this agreement, become a member of the Union for collective bargaining and contract administration services rendered by the Union as the requested representative of the employees covered by this agreement.

Section 3. The Union shall indemnify the City and hold it, its employees and officers, harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

Section 4. The dues shall be remitted to the designated Financial Secretary of IBEW Local 126 Union, accompanied by a list of employees for whom the deductions have been made, not later than the tenth (10th) day of the month following the month in which the deductions were made. Deductions not withheld from an employee due to an error shall be deducted from the employee's next pay period.

Article V - Union Security

Section 1. To the extent permitted by law, all employees who are members of the Union shall pay to the Union, the Union's regular and usual initiation fees and its regular and usual dues. For

present employees who become members of the Union, such payments shall commence thirty- one (31) days following the effective date or the date of execution of this Agreement, whichever is the latter, and for new employees, the payment shall start thirty-one (31) days following the date of employment. If any requirement of this paragraph is prohibited by law, it shall be deemed to have no force and effect. To the extent that any requirement in this paragraph is permitted by law whether presently or in the future, it shall be enforceable.

Article VI - Management Rights

Section 1. Managerial Prerogatives. Except as expressly modified or restricted by specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, and lay off employees; to set the reasonable standards of productivity (with notice to the Union), the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to use independent contractors to perform work or services so long as there is not an anti-union purpose behind doing so; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the City's operations or any part thereof; to use full and part-time seasonal employees; to expand, reduce, alter, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the City; to introduce new or improved service, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the City; to, with reasonable notice, issue, amend and revise policies rules, regulations and practices that do not affect terms and conditions of employment, and to take whatever action is necessary to determine, manage and fulfill the mission of the City and to direct the City's employees. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2. The City of Seaford shall not make a temporary or permanent transfer to any position outside of the bargaining unit for any employee covered under this Agreement, unless said employee applies for a vacancy to said position.

Article VII - Policies and Directives

Section 1. Unless specifically modified by the provisions of this Agreement, bargaining unit employees shall be subject to the Employee handbook and all other adopted policies, directives and procedures of the City as they are currently established. Any future amendments to the Employee Handbook, or to any other policies, directives and procedures of the City which affect

the bargaining unit employees' terms and conditions of employment shall be negotiated with the Union, unless it is a change required by state or federal law.

Section 2. The Employee Handbook, and such policies, directives and procedures affecting bargaining unit employees shall be furnished in writing to the Union in advance of implementation. New policies or changes to existing policies shall be distributed to the employees and the Union. This does not limit supervision's right to issue verbal directives to employees consistent with the Handbook, policies, directives, and procedures, provided that they are also not beyond the scope of the employees' job duties.

Article VIII - Probationary Period

Section 1. The probationary period shall be utilized as an opportunity to observe a new employee's work, to train and aid the new employee in adjusting to their positions, and to terminate any new employee whose work performance does not meet expectations.

Section 2. Duration. The probationary period shall be six (6) months of employment following an original employment or reemployment with the City. The City may extend a probationary period with notice to the Union for up to three (3) months, provided such extension is not done in bad faith, or arbitrarily or capriciously. A newly-hired employee may be terminated at any time, with or without cause, during their probationary period. The City will notify the Union in advance of any work performance issues that could result in discipline of such employees up to and including termination.

Section 3. Promotional Appointments. A probationary period of six (6) months shall be used in conjunction with promotional appointments in the same manner as it is used for original entrance appointments, except that employees who promote out of an existing position to another position will have a period of thirty (30) days to return to their previous position, with no loss of seniority or benefits. An employee who is promoted as outlined in the Progression Plan shall not be demoted during the probationary period without cause.

Section 4. Evaluations. One or more performance evaluations shall be conducted within the first 6 months of employment, and thereafter annually. Employees may be required to complete a self-appraisal as a part of the overall performance review process. Evaluations shall be performed by a City evaluator and shall include input from a City evaluator who has direct and personal knowledge of the employees' work performance. The evaluations shall solely be based on work performance and matters in the personnel files (which shall in this regard be limited to documentary evidence of employee commendation by the City or by members of the public, or by misconduct issues (job related or otherwise)). Before the end of the probationary period, the evaluator completing the evaluation shall indicate in writing to the Director of Electric, City Manager and the Union:

- (a) That he or she has discussed with the employee the employee's accomplishments, failures, strengths, and weaknesses;
- (b) Whether the employee is meeting expectations of the job description;

- (c) Whether the employee should be retained in the position;
- (d) Whether the employee, if a new appointee, should be dismissed;
or
- (e) Whether the employee, if on a probationary period following a promotion should be reinstated in his or her former classification, if a position is available or the employee has not been in the promoted position for at least 30 (thirty) days.

Section 5. Vacation. During the initial or extended probationary period for the newly hired employee, unpaid time off will only be approved for an emergency and must have the approval of the Electric Director.

Section 6. Discipline and Discharge. The discipline or discharge of a newly hired employee who is on an initial or extended probationary period shall not be a violation of this Agreement and such discipline or discharge shall not be subject to the grievance and arbitration procedures of this Agreement.

Article IX - Seniority

Section 1. City seniority is defined as the length of continuous service with the City beginning with the most recent date of hire. An employee's City seniority shall not be reduced by time spent on authorized leave of absence or layoff for less than twelve (12) months.

Section 2. Bargaining unit seniority is defined as the length of continuous service within the bargaining unit beginning with first date of hire into a bargaining unit position. Bargaining unit seniority shall not be reduced by the time spent on authorized leave of absence or layoff for less than twelve (12) months.

Section 3. Upon completion of the initial or extended probationary period for the newly hired employee, he or she shall be credited with City seniority from the date of hire.

Section 4. City and bargaining unit seniority shall be lost for the following reasons:

- (a) Discharge for just cause;
- (b) Resignation or Retirement;
- (c) Layoff or Leave of Absence for more than twelve months;
and
- (d) Failure to return to work on the date specified in a notice of recall.

Section 5. Employees transferred or promoted to positions outside of the bargaining unit shall not lose bargaining unit seniority accumulated prior to their transfer or promotion, provided they return to the bargaining unit within twelve (12) months. Bargaining unit seniority shall not

accumulate during employees' absence from the bargaining unit. Employees returning to the bargaining unit within one year shall pick up bargaining unit seniority credited at the time they left the bargaining unit, and thereafter shall be entitled to the same seniority rights as any other employee.

Section 6. Bargaining unit seniority shall be used for layoff and recall. City seniority shall be used for vacation.

Section 7. In making promotions outside of the line of progression from Electric Ground Technician to Electric Journeyman, the City shall give appropriate consideration to the applicant's qualifications, including their record of performance. In the event that two (2) applicants' qualifications are reasonably similar, bargaining unit seniority shall be determinative.

Article X - Grievance Procedure

Section 1. A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. All grievances filed shall contain a concise statement of the facts alleged to support the grievance. Grievances shall be processed in accordance with the following procedure and shall be determined by application of the terms of this Agreement.

Section 2. An employee who has an issue related to their employment shall first attempt to resolve the issue with the employee's immediate supervisor. In the event the issue cannot be resolved informally through oral discussions with the employee's immediate supervisor, a grievance may be filed.

Step 1. When an employee, or the Union acting on behalf of one or more employee(s) with a grievance, has a grievance, the following steps are to be taken. The number of days for each step should be considered the maximum number of working days unless otherwise provided and every effort should be made to expedite the process. Time limits at any step, however, may be extended by mutual consent. All documents used in this procedure must be dated and signed by the respondent and recipient. The procedure for the presentation, consideration and disposition of employee grievances is as follows:

The employee, and/or a Union representative, shall present the grievance in writing to the Director of Electric within twenty (20) days of its occurrence or knowledge of the occurrence. The Director of Electric, or the Director of Electric's designee, shall report his decision in writing to the employee and the Union representative within ten (10) days of its presentation.

Step 2. If the decision of the Director of Electric is not satisfactory to the employee, or the Director of Electric fails to answer the grievance within the prescribed time, an appeal must be presented in writing by the Union representative to the City Manager within ten

(10) days after the Union received the Step 1 decision, or within 10 days after the response at Step 1 was due. The City Manager, or the City Manager's designee, shall respond in writing to the Union representative within ten (10) days after receipt of the appeal.

Step 3. If the decision of the City Manager is not satisfactory to the Union, or the City Manager fails to answer the grievance within the prescribed time, an appeal of the decision may be made by the Union, to the Mayor and Council within ten (10) days from the date of the City Manager's determination, or within ten (10) days after the response at Step 2 was due. The Mayor and Council shall be provided copies of the reasons for the grievance and the determination made by the Director of Electric and City Manager if applicable. The hearing shall be open to all concerned parties and the Union may examine all evidence.

The Mayor and Council shall review the case, consult with whatever sources deemed appropriate and within thirty (30) calendar days issue a decision. Then the City Manager shall within three (3) calendar days transmit the decision to the Union with one copy sent to the employee by certified mail.

Step 4. If the Union is not satisfied with the decision of the Council, they may refer the matter to arbitration with the to the Public Employment Relations Board ("PERB") within 30 days of the decision. The impartial arbitrator shall be selected through and pursuant to the rules of PERB. Either party may select any person to represent it in any arbitration proceeding brought pursuant to this Step. The arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms and conditions of this Agreement. No individual employee shall have the right to invoke arbitration. The arbitrator may only hear one grievance for determination at a time unless mutually agreed by the parties. The costs of arbitration shall be equally borne by the parties, except that costs associated with counsel and witnesses will be the responsibility of the party using those individuals.

Section 3. Where the alleged grievance involves a matter of general application impacting on a significantly large number of employees, the Union may initiate a grievance on behalf of the entire group involved. All individuals in the group that will be affected by the grievance and its resolution shall be bound to any resolution which is accepted by the Local Union and shall not thereafter again raise the issue individually.

Section 4. All time periods listed in this grievance procedure may be extended by mutual agreement of the Union and the City.

Article XI - Non-Discrimination

Section 1. In the administration of this Agreement, neither the City nor the Union shall discriminate against any employee in violation of any state or federal law or administrative regulation made pursuant to any such law, or because of that employee's race, color, sex, religion, national origin, genetic information, gender identity and expression, sexual orientation, political affiliation, age, or union membership, or against qualified individuals with a disability or with a perceived disability.

Section 2. This Article shall be interpreted in accordance with applicable federal and state law.

Section 3. Reasonable Accommodation. In the administration of this Agreement, the City and the Union shall engage in an interactive process in order to provide reasonable accommodations to qualified employees with a disability and to employees based upon their religious tenets. The need for and extent of such accommodations shall be determined by the City in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Nothing in this subsection will be construed to amend or diminish any of the rights or obligations contained in this Agreement.

Section 4. An arbitrator hearing a grievance that alleges a violation of this Article is authorized to award only reinstatement and/or back pay, with or without interest, and with all benefits the grievant would have received had he/she not been terminated or suspended. The arbitrator shall have no authority to award compensatory, punitive or any monetary damages other than back pay (with or without interest) and benefits. No aggrieved employee under this Article shall be compelled to arbitrate his/her discrimination case to the exclusion of any charge that may be filed with an appropriate state or federal agency.

Article XII - Holidays

Section 1. The City will grant holiday time off to all employees on all legal holidays officially adopted and approved by the City of Seaford each calendar year.

Section 2. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

Section 3. To be eligible for holiday pay, employees must work or be on approved leave the last scheduled day immediately preceding the holiday and the first scheduled day immediately following it.

Section 4. If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave, etc.), holiday pay will be provided instead of the time off benefit that would otherwise have applied. Holidays occurring during short-term medical leave will be counted as a sick day on the employee's record, which is included in the 26 calendar weeks allocated.

Section 5. If an eligible employee works on a recognized holiday, he or she will receive holiday pay plus wages at two and one-half times his or her straight-time rate for the hours worked on the holiday.

Section 6. The City will provide to the Union and employees, a list of holidays each year, after approval of the City of Seaford.

Section 7. If an employee is absent from work the day before or after a holiday, holiday pay will not be provided until proof of sickness, or an authorized or approved absence is established to the satisfaction of the Director of Electric or designee.

Section 8. If medical leave occurs during a holiday, the employee will only be paid the holiday pay and not be compensated as medical leave.

Article XIII - Safety and Health

Section 1. The City of Seaford will provide a reasonably safe and healthy work environment for its employees and the general public. City safety leadership includes sponsorship of safety committees, safety orientation for new employees, employee education and relevant health and safety training, provisions for personal protective equipment as appropriate, accident and/or unsafe acts investigations, as well as other directed training opportunities.

Section 2. City employees are expected to:

1. Work in a safe manner at all times.
2. Maintain a reasonable and safe work location, and when work is complete, the site area shall be left in a safe and reasonably maintained location.
3. Be alert for unsafe acts or conditions, correct them or report them immediately to a supervisor.
4. Ask for assistance, every time, when attempting to lift, pull or push heavy objects; lift in a proper manner.
5. Follow the reporting requirements when he/she has been injured or could have been injured on the job.

In addition to drug testing of employees due to accident or due to reasonable suspicion, the parties recognize that employees are required to have a CDL driver's license and are subject to drug and alcohol testing under the guidelines of the Omnibus Transportation Employee Testing Act of 1991 and its amendments. Employees who lose their CDL driving privileges through no fault of their own (not drug or alcohol-related, but instead due to, e.g., being diagnosed with a health condition) that requires care before an employee can be certified or re-certified for a CDL license will not receive any discipline, but will be allowed to use up to the amount of time afforded by the City's short term medical leave benefit to correct their condition to enable them to regain their license. If the short-term medical leave benefit is exhausted and the employee is unable to correct the condition then employment with the City may be terminated, provided such a decision to terminate employment is not arbitrary, capricious, or undertaken in bad faith.

Section 3. Uniforms. City-issued uniforms shall be worn by employees during all work hours. The City will provide all bargaining unit members with high quality, Hi Vis (High Visibility) FR rated Uniforms, and ensure that proper sizes are available for all employees. The City will provide employees with Rubber Gloves and Rubber Sleeves ~~per~~ and they will be tested in accordance to OSHA requirements. Rubber Blankets will be tested on an annual basis, or per OSHA requirements, whichever is more frequent.

Section 4. Tools and Equipment. The City will ensure that all tools and equipment used by members of the bargaining unit will be in proper and safe operating condition, and that all trucks are fully stocked with the necessary tools and equipment. Employees shall report any missing, unsafe or damaged tools and equipment promptly, and the City shall promptly provide safe and functional tools that permit employees to perform assigned duties. The Safety Subcommittee established in Section 6 of this Article shall have the authority to research safer or more efficient tools and equipment and to recommend the purchase of same directly to the City Manager and, if not satisfied, to the City Council.

Section 4.a. Uniforms. Except when items are on order, if the City requires employees to wear any other clothing beyond the FR uniforms provided in Section 3, with the City logo, which includes but are not limited to tee shirts, sweatshirts, jackets and hats, these items will be provided by the City and will be in new or like new condition and of proper size when distributed to the employee.

Section 4.b. Additional Equipment. The City will provide hard hats (Class E), work gloves and safety glasses (ANSI/ISEA Z87.1) to all employees. Except when items are on order, all newly issued or replacement items will be in new or like new condition when distributed to the employee and will be replaced in accordance with manufacturer guidelines.

Section 5. The City shall require that Driver Vehicle Inspection Reports ("DVIR") will be utilized by all employees assigned to perform walk around inspections, consistent with Federal Motor Carrier Safety Regulations.

Section 6. Labor Management Safety Committee. In order to ensure that the above requirements are consistently realized, the City and the Union shall establish a subcommittee to the City-wide safety committee specifically empowered to raise any new or existing issues regarding the Electric Department. The subcommittee shall be composed of two union employees and a member of management (who also may sit on the City-wide safety committee). This subcommittee may meet quarterly. This subcommittee's designee shall be authorized to make recommendations to the Director of Electric and, if not satisfied, directly to the City Manager and, if not satisfied, to the City Council.

- (a) The Subcommittee shall be established within 30 calendar days after the ratification of this Agreement. All subcommittee members shall familiarize themselves with OSHA Regulations Standards-29 CFR Section 1926. The Subcommittee shall be guided by these standards as persuasive but not mandated principles considered (when necessary and feasible) when making requests and

recommendations to the Director of Electric, the City Manager, and City Council, as required.

Article XIV - Vacation

Section 1. The City shall provide Vacation Benefits to the same degree and under the same conditions as provided under the City's policy as of the date of the ratification of the Agreement and such Benefits shall continue throughout the term of this Agreement.

Article XV - Sick Leave

Section 1. The City will provide paid sick leave benefits to all regular, full-time employees including probationary employees for periods of temporary absence due to illnesses or injuries to the same degree and under the same conditions as provided under the City's policy as of the date of the ratification of this Agreement, and such benefits shall continue throughout the term of this Agreement.

Section 2. Employees having major injuries or illness during vacation must report it immediately to their Director or in his absence with the City Manager. Once a vacation week has started it will be considered vacation, but the following week's vacation (when two weeks are taken consecutively) may be rescheduled. Under rescheduling, the employee must follow medical leave guidelines. Single days or partial weeks are not eligible for rescheduling of vacation.

Article XVI - Bereavement Leave

Section 1. The City will provide Bereavement Leave to all regular, full-time employees including probationary employees for absences due to the death of a member of their immediate or extended family to the same degree and under the same conditions provided under the City's policy as existing as of the date of the ratification of this Agreement, and such Benefit shall continue throughout the term of this Agreement.

Section 2. Hours granted as bereavement time shall be counted as hours worked for the purpose of calculating overtime. Employees eligible for bereavement leave due to the death of a member of their immediate or extended family during vacation must report it immediately to their Director or in his absence with the City Manager. Once a vacation week has started it will be considered vacation, but the following week's vacation (when two weeks are taken consecutively) may be rescheduled. Single days or partial weeks are not eligible for rescheduling of vacation.

Article XVII – Work Schedule

Section 1. The normal work week for all employees is forty (40) hours a week. The normal work week shall begin on Monday through Friday from 7:00am to 4:00pm each day.

Section 2. Supervisors will advise all employees of the times their schedules will normally begin and end. Except in the case of emergency, the Employer shall give the affected employees at least twenty-four (24) hours' notice of a change in schedule.

Section 3. The Department will generally allow up to a total of 48 hours per week for the bargaining unit to take off work. Nothing in this provision, however, will prevent the Director of Electric from increasing this number of total hours.

Article XVIII - Overtime

Section 1. When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided but no employee will be forced to work any overtime assignment. All overtime work must receive the supervisor's prior authorization.

Section 2. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Section 3. Overtime compensation shall be paid to all nonexempt employees in accordance with federal and state laws.

Section 4. Absent emergency circumstances, failure to work scheduled overtime that the employee had volunteered or explicitly agreed to work, or overtime worked with prior authorization from the supervisor, may result in disciplinary action, up to and including possible discharge.

Article XIX - On Call

Section 1. Employees shall be required to be available for on-call/standby duty when directed. An on-call schedule shall be prepared and distributed in December for the upcoming calendar year. There shall be one employee scheduled for on-call responsibilities each week. The schedule shall distribute on-call responsibilities as evenly as possible. Employees shall be assigned on-call responsibilities for a week at a time.

Section 2. The employee on call/standby shall receive two hours of straight time pay for each day of on-call duty. Time spent on-call shall not be considered as time worked for purposes of determining eligibility for overtime pay.

Section 3. Employees with on-call responsibility shall remain within a 30-mile radius from their assigned reporting facility. Compensation for the employee shall commence from the time the employee clocks in.

Section 4. Employees unable to take their on-call for any part of a day are required to use their best efforts to find a replacement and have that replacement approved by their direct supervisor(s). If a replacement cannot be found by the employee, one will be appointed by the Director of Electric or designee. The replacement will take the on-call for the entire day and receive the on-call hours of straight time for that day, instead of the scheduled employee. No Employee shall be disciplined if they are not scheduled for on call work but are still called out and cannot accept the call out, but may be disciplined if called and the employee does not respond at all to the call out within a reasonable time under his or her particular circumstances.

Article XX- Lunch and Break Periods

Section 1. Lunch break will consist of a one (1) hour unpaid lunch period each normal workday.

Section 2. Each employee is normally entitled to two (2) paid fifteen (15) minute breaks per work day, which shall be taken separately. Breaks are subject to the discretion and approval of the supervisor, depending on, but not limited to, staffing levels, level of work and temporary fluctuations in workload. Break periods must be used as assigned.

Article XXI - Meal Allowance

Section 1. The City shall furnish a hot meal, when possible and seasonally appropriate, and paid time to eat it, to any employee who is requested to and does work more than 10 continuous hours. If overtime work continues past the first meal, a meal will be provided at 5-hour intervals. In the event the City does not furnish a meal, the City shall reimburse the employee, up to \$20 for any meal purchased and consumed by the Employee, with a copy of an itemized receipt. If conditions are such that food is provided through a volunteer organization or food has to be delivered to the site, the thirty-minute meal break is not given and a meal will not be reimbursed.

Article XXII - Call In

Section 1. An emergency call-in is defined as an unscheduled request made to an employee by an appropriate management official or his or her designee and an automated system for an employee to return to work due to unforeseen or emergency work after such employee has left the building or work location at the end of his or her regular shift and before the beginning of the next regularly scheduled shift.

Section 2. An employee who is called back to work outside his or her normal work schedule shall be paid for the time worked or a minimum of two hours, whichever is greater.

Section 3. Time worked as a result of a call-in shall be considered as time worked for purposes of calculating overtime.

Section 4. An employee who is called back to work on a City-observed holiday shall be paid for the time worked or a minimum of two hours, whichever is greater, at the rate of two and one-half (2.5) times their regular rate of pay.

ARTICLE XXIII - Wages and Progression

Section 1. The hourly wage rates for Bargaining Unit employees shall be as follows:

Effective	July 1, 2026	July 1, 2027	July 1, 2028
Wage Increase	12%	3%	3%
Electric Technical Coordinator	\$53.86	\$55.48	\$57.14
Electrical Lead Lineman	\$52.44	\$54.01	\$55.63
Electrical Journeyman Lineman	\$47.97	\$49.41	\$50.89
Electrical Lineman Class B	\$42.09	\$43.35	\$44.65
Electrical Lineman Class C	\$36.59	\$37.69	\$38.82
Ground Person	\$29.61	\$30.50	\$31.42

Year 1: Effective July 1, 2026, a general wage increase of 12% for all employees.

Year 2: Effective July 1, 2027, a general wage increase of 3% for all employees.

Year 3: Effective July 1, 2028, a general wage increase of 3% for all employees.

Section 2. Employees shall progress to higher job classifications pursuant to the Electric Line Progression Table as follows. Further, the parties agree that, notwithstanding any provision of this CBA, if an agreeable alternative training provider is not identified by the Union or City before July 1, 2027, the parties shall meet and confer in pursuit of an MOU. The purpose of the MOU will be to address situations where employees are eligible for promotion but have not completed the requisite training classes as outlined by the position in the progression plan due to no fault of their own:

Electric Line Technician Progression Plan

Electric Ground Technician:

- Expected Time in Position Before Promotion – 12 Months.

Education and Experience Requirements:

- High school diploma or G.E.D. equivalent.
- Valid Class D driver's license or above.
- Complete the VMDAEC groundman training or equivalent.

Additional Advancement Criteria:

- In order to advance beyond the position of Groundman, the employee shall demonstrate to the satisfaction of his supervisors, competency in the relevant job functions outlined in the Electric Groundman job description. Demonstration of competency will include performance observations by supervisors and senior linemen and may involve written, oral or practical testing.

Electric Lineman Class C

- Expected Time in Position Before Promotion –A minimum of 6 months experience as a Groundman with the City of Seaford or equivalent experience and demonstrated proficiency in all of the skills required of the Groundman is required to be eligible for the Class C Lineman position.

Education and Experience Requirements:

- High school diploma or G.E.D. equivalent.
- Valid - Class D driver's license or above.
- Complete the VMDAEC LTAP#1, LTAP#2 and all of the associated test or the equivalent.
- A minimum of 6 months experience as a Groundman with the City of Seaford or equivalent experience and demonstrated proficiency in all of the skills required of the Groundman is required to be eligible for the Class C Lineman position.

Additional Advancement Criteria:

- In order to advance beyond the position of Class C Lineman, the employee shall demonstrate to the satisfaction of his supervisors, competency in the relevant job functions as outlined in the Electric Lineman C job description. Demonstration of competency and proficiency will include performance observations by supervisors and senior linemen and may involve written, oral or practical testing.

Electric Lineman Class B

- Expected Time in Position Before Promotion – A minimum of 18 months experience as a Class C Lineman with the City of Seaford or equivalent experience and demonstrated proficiency in all of the skills required of the Class C Lineman is required to be eligible for the Class B Lineman position.

Education and Experience Requirements:

- High school diploma or G.E.D. equivalent.
- Possess a valid CDL Class A driver's license with air brake endorsement.
- Must complete the VMDAED LTAP#3, LTAP#4 and all of the associated test or equivalent.
- A minimum of 18 months of experience as a Class C Lineman with the City of Seaford or equivalent experience and demonstrated proficiency in all of the skills required of the Class C Lineman is required to be eligible for the Class B Lineman.

Additional Advancement Criteria:

- In order to advance beyond the position of Class B Lineman, the employee shall demonstrate to the satisfaction of his supervisors, competency and

proficiency in the relevant job functions as outlined in the Electric Lineman B job description. Demonstration of competency and proficiency will include performance observations by supervisors and senior linemen, and may involve written, oral or practical testing.

Electric Journeyman

- Expected Time in Position Before Promotion –promotion availability beyond this position and a minimum of 18 months experience as a Class B Lineman with the City of Seaford or equivalent experience and demonstrated proficiency in all of the skills required of the Class B Lineman is required to be eligible for the Electric Journeyman position.

Education Requirements:

- High school diploma or G.E.D. equivalent.
- Possess a valid CDL Class A driver's license with air brake endorsement.
- Complete the VMDAEC LTAP#5, LTAP#6 and all of the associated test or equivalent.
- A minimum of 18 months of experience as a Class B Lineman with the City of Seaford or equivalent experience and demonstrated proficiency in all of the skills required of the Class B Lineman is required to be eligible for the Electric Journeyman position.

Additional Advancement Criteria:

- In order to maintain the position of Journeyman or advance beyond, the employee shall demonstrate to the satisfaction of his supervisors, competency and proficiency in the relevant job functions outlined in the Electric Journeyman job description. Demonstration of competency and proficiency will include performance observations by supervisors and senior linemen, and may involve written, oral or practical testing.

Electric Lead Journeyman

- Expected Time in Position Before Promotion –promotion availability beyond this position and a minimum of 18 months experience as an Electric Journeyman with the City of Seaford or equivalent experience and demonstrated proficiency in all of the skills required of the Electric Journeyman is required to be eligible for the Lead Journeyman position.

Education Requirements:

- High school diploma or G.E.D. equivalent.
- Possess a valid CDL Class A driver's license with air brake endorsement.
- Complete the VMDAEC LTAP#7, LTAP#8 and all of the associated test or the equivalent.
- A minimum of 18 months of experience as a Journeyman with the City of Seaford or equivalent experience and demonstrated proficiency in all of the

skills required of the Journeyman is required to be eligible for the Lead Journeyman position.

Additional Advancement Criteria:

- In order to maintain the position of Lead Journeyman or advance beyond, the employee shall demonstrate to the satisfaction of his supervisors, competency and proficiency in the relevant job functions outlined in the Electric Lead Journeyman job description. Demonstration of competency and proficiency will include performance observations by supervisors and may involve written, oral or practical testing.

Electric Technical Coordinator

- Expected Time in Position Before Promotion -- Depends on promotion availability beyond this position.

Education Requirements:

- Graduation from High School, Hands on experience with metering equipment, and on-going equipment training from suppliers and manufacturers.
- Possess a valid CDL Class A driver's license with air brake endorsement.
- 3 years related experience in transmission & distribution field.
- Complete all Lineman Training Program classes.
- Have attended at least one year of meter school or be willing to attend within 1 year of accepting this position.
- Have attended at least one SCADA training class at QEI (or other approved vendor) or be willing to attend within 1 year of accepting this position.

Additional Advancement Criteria:

- In order to maintain the position of Technical Coordinator or advance beyond, the employee shall demonstrate to the satisfaction of his supervisors, competency and proficiency in the job functions outlined in the Electric Technical Coordinator job description. Demonstration of competency and proficiency will include performance observations by supervisors and may involve written, oral or practical testing.

Article XXIV - Insurance

Section 1. Full-time employees covered under this Agreement shall be provided health insurance, and dental and vision insurance on the same terms and conditions as non-union full-time employees.

Section 2. The City shall provide to full-time employees covered under this Agreement with a short-term medical leave benefit on the same terms and conditions as non-union full-time employees.

Section 3. The City agrees to provide the Union with copies of all employee health insurance plans currently in effect, and provide notice to the Union of any changes in such plans prior to the imposition of such changes.

Article XXV - Pension

Section 1. The City shall provide to full-time employees under this Agreement with a pension benefit on the same terms and conditions as non-union full-time employees of the City with the following modifications:

The mandatory percentage of mandatory employee contribution to the defined benefit plan shall be fixed at 5% of gross pay for all members of the bargaining unit.

Section 2. The City shall provide employees with the Annual Employee Defined Benefit Plan Statement, the Annual Employee Voluntary Savings Plan Statement, and the Annual Valuation Report on an annual basis.

Article XXVI - Severability

Section 1. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

Article XXVII - No Strike / No Lockout

Section 1. The Union, its officers, agents, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the City's operations.

Section 2. The failure or refusal on the part of any individual to comply with the provisions of Section 1 shall be cause for immediate discipline, including discharge.

Article XXVIII - Entire Agreement

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunities are set forth in this Agreement. The parties further acknowledge that established past practices not specifically referred to herein, and not inconsistent with this Agreement, will be recognized as such. A past practice in one division or department does not necessarily mean a past practice for another division or department. A past practice shall be a consistent and well-known procedure generally accepted as the method for accomplishing a specific activity.

Section 2. Therefore, the parties agree that for the duration of this Agreement, neither party shall be obligated to reopen collective bargaining with respect to any subject or matter referred to, or not referred to herein, unless specifically required to do so by law or by the terms of this Agreement.

Section 3. This Agreement may be amended only by the mutual written agreement of the parties.

Article XXIX - Term of Agreement

Section 1. The terms of this Agreement become effective upon the signing hereof, except where otherwise noted, and the duration of this Agreement shall extend through **June 30, 2029**, and shall continue in effect from year to year thereafter unless amended, modified or terminated in accordance with this Section. In the event that either the Union or the City desire to negotiate a successor agreement, the party desiring to amend this Agreement shall notify the other, in writing by certified mail, between one hundred twenty (120) and one hundred eighty (180) calendar days prior to the expiration date of this Agreement. Such negotiations shall begin no later than ninety days prior to the expiration date of this contract.

Section 2. This Agreement shall not be effective unless and until approved by the IBEW International President and City of Seaford.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this ____ day of _____, 2026.

FOR THE CITY OF SEAFORD:

(Name), Matthew MacCoy
(Title), Mayor, City of Seaford

Dated: _____

Charles D. Anderson, City Manager

Dated: _____

FOR THE IBEW LOCAL 126:

Richard Muttik
Business Manager, IBEW Local 126

Dated: _____



414 High Street | PO BOX 1100
Seaford, DE 19973
302.629.9173
302.629.9307 fax
www.seafordde.com

Date: 3/30/2026

NB#5
4/14/26

Name and address of applicant:

ARKA Assets LTD

3 Commerce Street

Harrington, DE 19952

Phone Number: (302) 725-0708

Mayor and City Council

Attn: City Manager

414 High Street

PO Box 1100

Seaford, DE 19973

To Whom It May Concern:

(I)/(We) the undersigned, do hereby petition the Mayor and City Council of the City of Seaford to request the annexation of the property(s) which (I)/(We) do own, to be zoned R-2, with the description and locations as follows:
Tax Map and Parcel: 531-10.00-234.01, located
on the East side of Atlanta Road approximately 125 feet North of William Ross Lane.

(My) (Our) reason(s) for requesting annexation (is) (are) as follows:

☒ City Utilities

☒ City policing

☐ Other: _____

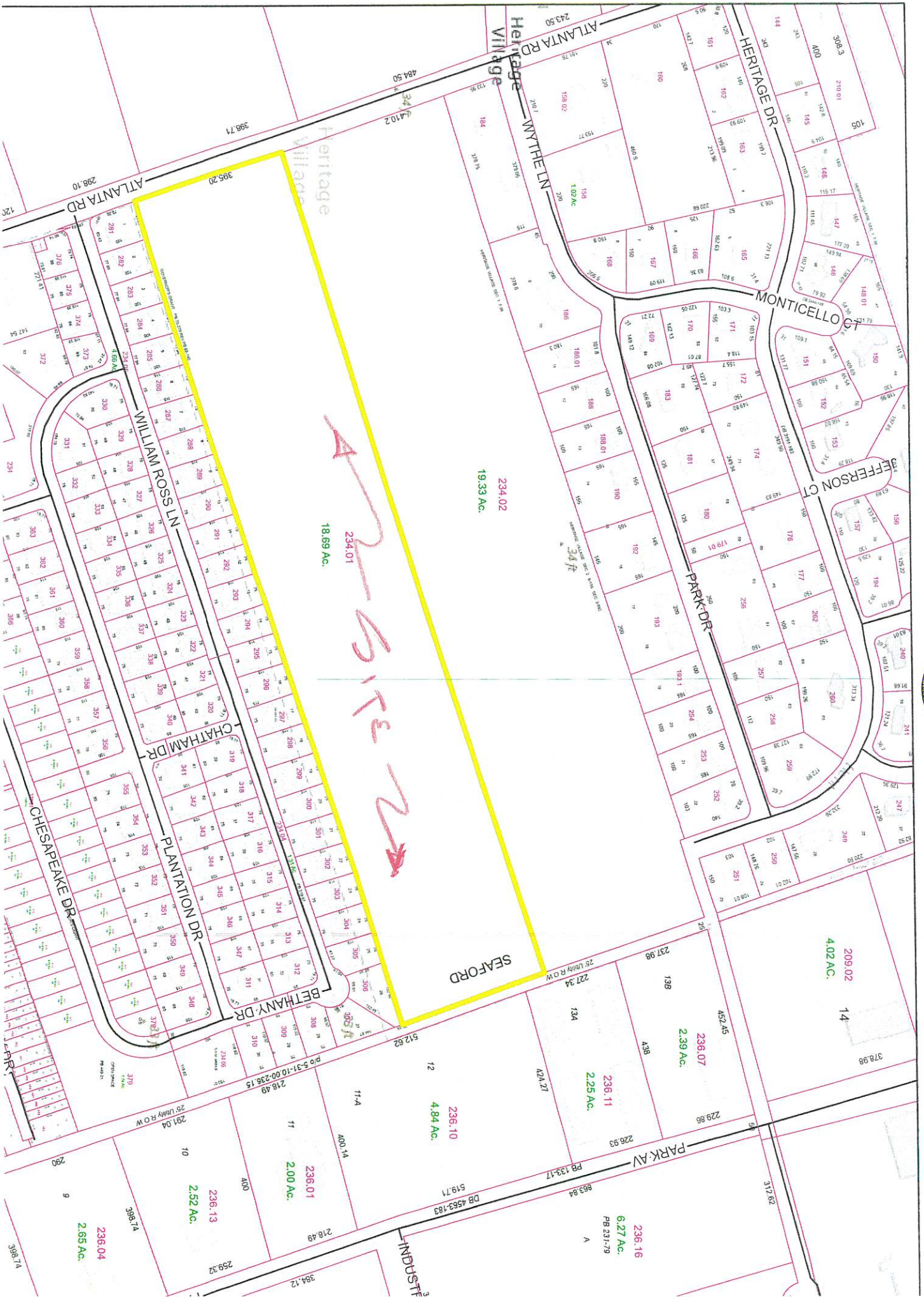
Respectfully submitted,

Ashok Patel

Ashok Patel, Owner



A3 Landscape Parcel Details



234.02
19.33 Ac.

234.01
18.69 Ac.

209.02
4.02 Ac.

236.07
2.39 Ac.

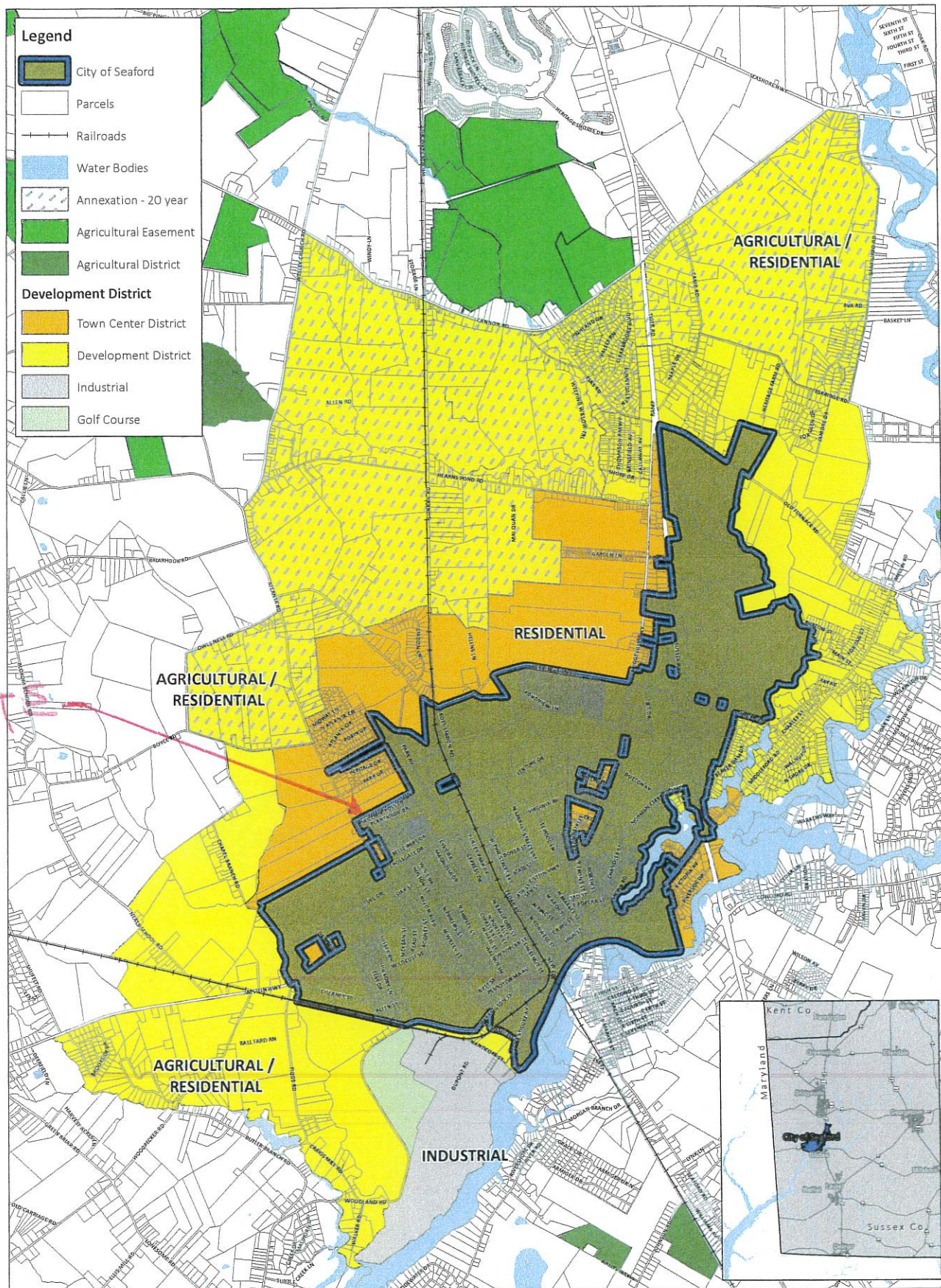
236.11
2.25 Ac.

236.10
4.84 Ac.

236.01
2.00 Ac.

236.13
2.52 Ac.

236.04
2.65 Ac.



KCI TECHNOLOGIES
ENGINEERS | PLANNERS | SCIENTISTS | CONSTRUCTION MANAGERS

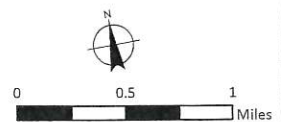
This map is provided by KCI solely for display and reference purposes and is subject to change without notice. No claims, either real or assumed, as to the absolute accuracy or precision of any data contained herein are made by KCI, nor will KCI be held responsible for any use of this document for purposes other than which it was intended.

Map Revisions

Created December 2020

Data Sources

Municipal Boundaries: OSPC/FirstMap (8/2020)
Parcels: Sussex County (11/2020)
Road Names/Centerlines: Sussex County (12/2018)
Railroad: DE Transit Corp/FirstMap (5/2020)
Water Bodies: USGS/FirstMap (2014)
Annexation Area: City/GMB (2019)
Development District: City/GMB (2019)



City of Seaford

**2020 Comprehensive Development Plan
Map 12 - Annexation Plan**

MEMORANDUM

NB[#] 6
4.14.26

TO: Charles Anderson, City Manager

FR: Berley Mears, DPW

RE: *2026 Clean Up Week*

DT: April 14, 2026

The city received three bids in response to our bid advertisement for the above-referenced project on April 8, 2026. Please see the tabulation of the bids received below:

Bidder	Price Per Pull	Total Base Bid
Casella Waste	\$206.00	\$27,100
Republic Services	\$220.00	\$27,800
AJT Homes, LLC	\$319.00	\$32,750

We received three bids for this year's clean-up week trash hauling services. It is my recommendation to award the 2026 Clean-Up Week Bid to the lowest bidder, Casella Waste in the amount of \$206.00 per pull for a total base bid amount of \$27,100.00. This total base bid amount is derived from an estimated number of pulls and disposal tonnage based off of past clean-up week totals. The base bid is subject to variations pending the number of pulls and tonnage received.

Please present this information to the Mayor and Council at their April 14, 2026, meeting for their consideration.

Please contact me should you have any questions.

Thank you.



NB#7
4-14-26

**CITY OF SEAFORD
CODE DEPARTMENT
MEMORANDUM**

To: Charles Anderson, City Manager From: Michael Bailey, Building Official

Re: FY2026 Demolition Bid Date: 04/09/2026
Recommendation

CC:

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply

I'm recommending that we accept the Bid for the "Demolition of Structures" from the apparent low bidder, Clarks General Contractors, for the total of \$27,281.00.

Bidder	Location 1 321 Harrington St	Total Lump Sum Bid
Scott Hitchens Enterprises	\$30,000.00	\$30,000.00
John Macklin & Son	\$34,000.00	\$34,000.00
Clarks General Contractors	\$27,281.00	\$27,281.00
Apex Abatement and Demolition	\$68,969.00	\$68,969.00
AJT Homes LLC	\$33,775.00	\$33,775.00

Thank You,
Michael Bailey
Building Official

NB# 5
3/24/26
OB# 1
4.14-26

ORDINANCE #2026-04

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 9, of the Municipal Code of Seaford, Delaware relating to "Plumbing", in the manner following, to wit:

Chapter 9, Article 1, of the Municipal Code of Seaford, Delaware is hereby amended by striking out all of said ARTICLE 1 and substituting in lieu thereof a new ARTICLE 1 to read as shown on the following pages.

03/24/2026	Date of First Reading
04/14/2026	Date of Second Reading & Adoption
04/23/2026	Date of Advertisement
05/23/2026	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

CHAPTER 9 - PLUMBING

ARTICLE 1 – PLUMBING CODE

[Amended on 09/13/2011 by Ordinance #2011-03]

[Amended on 10/22/2019 by Ordinance #2019-04]

[Amended on --/~/2026 by Ordinance #2026-04]

§ 9.1.1 Title. This article shall be known as the “Plumbing Code of the City of Seaford, Delaware”.

§ 9.1.2 Adoption of Plumbing Code.

~~A. The International Plumbing Code, the current edition as adopted by the State of Delaware, as published by the International Code Council, be and is hereby adopted as the Plumbing Code of the City of Seaford, in the State of Delaware, and each and all regulations, provisions, penalties, conditions, and terms of said Plumbing Code are hereby referred to, adopted, and made part hereof, as if fully set out herein.~~

~~A. The International Plumbing Code, 2018 edition with amendments, including Appendix Chapters B, C, D, and E, as published by the International Code Council, be and is hereby adopted as the Plumbing Code of the City of Seaford, in the State of Delaware for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Plumbing Code on file in the office of the Building Official of the City of Seaford are hereby referred to, adopted, and made a part hereof, as if they were fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in § 9.1.3 of this Code.~~

~~A.B.~~ At least one (1) copy of the Plumbing Code shall be on file in the office of the City Building Official for public inspection and use.

~~B.C.~~ Any and all existing ordinances or parts of ordinances in conflict herewith are hereby repealed.

~~C.D.~~ If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Seaford hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared invalid.

~~D.E.~~ Nothing in this ordinance or in the Plumbing Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in § 9.1.2 (C) of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

~~E.F.~~ The City Manager is hereby ordered and directed to cause this ordinance to be published.

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F.G. This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days from and after the date of its advertisement in a newspaper of local circulation.

§ 9.1.3 Amendments to the ~~2018~~ International Plumbing Code.

A. The following sections are hereby revised:

1. § 101.1 Delete: [NAME-OF-JURISDICTION], Insert: **City of Seaford, Delaware**
2. § 102 Insert at end of section: **§102.12 City of Seaford Standard Design Specifications.** The most current edition of the City of Seaford Standard Design Specifications are hereby a referenced part of this code and as such are enforceable under this code.
3. § 102.7 Delete: ~~this code for new installations.~~, Insert: **§105.4.1 of this code.**
- a. ~~§ 103~~ Delete: ~~Title: DEPARTMENT OF PLUMBING INSPECTION, Insert: CODE DEPARTMENT~~
4. § 103.1 Delete: ~~department of plumbing inspection~~, Insert: **Code Department**

Delete: ~~code official~~, Insert: **Building Official**

Insert at the end of the paragraph: **All references within this Code, to "Department of Plumbing Inspection", are hereby deleted and replaced with "Code Department". All references within this Code, to "code official", are hereby deleted and replaced with "Building Official".**
5. § 103.2 Delete: ~~The code official shall be appointed by the chief appointing authority of the jurisdiction,~~ Insert: **The Building Official shall be hired by the City Manager**
6. § 105.4.1 Delete: ~~Materials, equipment and devices shall not be reused unless such elements have been reconditioned, tested, placed in good and proper working condition and approved.~~ Insert: **No permits shall be issued by the Building Official unless the structure to be erected, constructed, enlarged, altered, repaired, moved or emplaced shall be of new materials and equipment.**
7. § ~~106.6.2~~**109.2** Delete: ~~indicated in the following schedule: [JURISDICTION TO INSERT APPROPRIATE SCHEDULE],~~ Insert: **established by City Council.**
8. § ~~106.6.3~~**109.5** Delete: ~~Fee refunds. The code official shall authorize the refunding of fees as follows:~~
 1. ~~The full amount of any fee paid hereunder that was erroneously paid or collected.~~

2. Not more than [SPECIFY PERCENTAGE] percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

3. Not more than [SPECIFY PERCENTAGE] percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Insert: Deleted.

9. § 113.1 Delete: applicable governing authority Insert: City Council

10. § 113 Insert at end of section:

§113.5 Board meetings: records.

A. Meetings of the Board shall be held at the call of the Chairman and at such other times, as the Board may determine.

B. The Chairman or in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses.

C. All meetings of the Board shall be open to the public.

D. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions.

E. The record shall be immediately filed in the City office and shall be a public record.

§ 113.6 Filing fee for appeal. A fee, as determined by the Mayor and Council, shall accompany each appeal to the Plumbing Board of Appeals.

§ 113.7 Hearings. The Board shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and by mail to the registered owners of the next five (5) properties adjoining or adjacent, in each direction, to the property upon which the appeal centers. The appeal shall be decided within a reasonable time not to exceed sixty (60) days from the date of the filing of such appeal. Upon the hearing, any party may appear in person or by agent or by attorney, provided that the agent or attorney produces authorization from his principal for acting in such a capacity.

11. § 114 Delete section in its entirety., Insert: Deleted.

9.12. § 108-4115.4 Delete: [SPECIFY OFFENSE], Insert: misdemeanor

Delete: [AMOUNT] dollars, Insert: five hundred dollars (\$500.00)

Delete: [NUMBER-OF-DAYS], Insert: **ten (10)**

10.13. § ~~108.5~~**116.4** Delete: [AMOUNT] dollars, Insert: **one hundred dollars (\$100.00)**

Delete: [AMOUNT] dollars, Insert: **five hundred dollars (\$500.00)**

b. — § 109.2 — Delete: The board of appeals shall consist of five members appointed by the chief appointing authority as follows: one for 5 years, one for 4 years, one for 3 years, one for 2 years and one for 1 year. Thereafter, each new member shall serve for 5 years or until a successor has been appointed. Insert: **The board of appeals shall consist of three members appointed by the Mayor and Council.**

e. — § 109.2.1 — Delete: of five individuals, one from each of the following professions or disciplines:
1. Registered design professional who is a registered architect; or a builder or superintendent of building construction with at least 10 years' experience, 5 years of which shall have been in responsible charge of work;
2. Registered design professional with structural engineering or architectural experience;
3. Registered design professional with mechanical and plumbing engineering experience; or a mechanical and plumbing contractor with at least 10 years' experience, 5 work;
4. Registered design professional with electrical engineering experience; or an electrical contractor with at least 10 years' experience, 5 years of which shall have been in responsible charge of work;
5. Registered design professional with fire protection engineering experience; or a fire protection contractor with at least 10 years' experience, 5 years of which shall have been in responsible charge of work. Insert: **members who are qualified by experience and training to pass on matters pertaining building construction and plumbing installation. Board members shall not be employees of the City of Seaford.**

d. — § 109.2.2 Delete: The chief appointing authority shall appoint two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership, and shall be appointed for 5 years or until a successor has been appointed. Insert: **The Mayor and Council shall appoint one alternate member who shall be called by the board Chairman to hear appeals during the absence or disqualification of a member.**

e. — § 109.2.3 Delete: Chairman. The board shall annually select one of its members to serve as chairman., Insert: **Board meetings; records.**
1. — Meetings of the Board shall be held at the call of the Chairman and at such other times, as the Board may determine.

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2. The Chairman or in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses.
3. All meetings of the Board shall be open to the public.
4. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions.
5. The record shall be immediately filed in the City office and shall be a public record.

f. § 109.2.4 Delete: Disqualification of member. A member shall not hear an appeal in which that member has any personal, professional or financial interest. Insert: **Rules adoption.** The Plumbing Board of Appeals shall make and adopt rules in accordance with the provisions of this Chapter.

g. § 109.2.5 Delete: Secretary. The chief administrative officer shall designate a qualified clerk to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer. Insert: **Filing fee for appeal.** A fee, as determined by the Mayor and Council, shall accompany each appeal to the Plumbing Board of Appeals.

h. § 109.2.6 Delete: Compensation of members. Compensation of members shall be determined by law. Insert: **Hearings.** The Board shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and by mail to the registered owners of the next five (5) properties adjoining or adjacent, in each direction, to the property upon which the appeal centers. The appeal shall be decided within a reasonable time not to exceed sixty (60) days from the date of the filing of such appeal. Upon the hearing, any party may appear in person or by agent or by attorney, provided that the agent or attorney produces authorization from his principal for acting in such a capacity.

i. § 109.3 Delete section in its entirety. Insert: **Deleted.**

j. § 109.4 Delete section in its entirety. Insert: **Deleted.**

k. § 109.4.1 Delete section in its entirety. Insert: **Deleted.**

l. § 109.5 Delete section in its entirety. Insert: **Deleted.**

m. § 109.6 Delete section in its entirety. Insert: **Deleted.**

n. § 109.6.1 Delete section in its entirety. Insert: **Deleted.**

o. § 109.6.2 Delete section in its entirety. Insert: **Deleted.**

11.14. § 202 Insert: **Solvent Cement.** This code prohibits the use of all ~~purpose~~all-purpose glue in any reference to solvent cement.

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Insert: **Supervision of Work.** Work completed under the permit of a licensed plumber while employed by the licensed plumber, or the same firm, partnership, corporation, or owners of the company as the licensed plumber.

12.15. § 305.4.1 Delete: [NUMBER] inches (mm), Insert: **twenty four (24) inches**

Delete: [NUMBER] inches (mm), Insert: **twenty four (24) inches**

13.16. § 312.4 Delete section in its entirety., Insert: **Deleted.**

14.17. § 701.2 Delete: ~~Where a public sewer is not available, the sanitary drainage piping and systems shall be connected to a private sewage disposal system in compliance with state or local requirements. Where state or local requirements do not exist for private sewage disposal systems, the sanitary drainage piping and systems shall be connected to an approved private sewage disposal system that is in accordance with the International Private Sewage Disposal Code.~~

Insert:

- A. Every building in which plumbing fixtures are installed and all premises having drainage piping shall be connected to a public sewer.
- B. Building sewers, when installed by any person, firm or corporation other than the municipality, its agents, servants or employees, or by an independent contractor under contract with the City, shall be of approved materials listed in the City of Seaford Standard Design Specifications, from the public sewer to the clean out inside the curb line.
- C. When an existing sewer lateral does not have a clean out installed at the curb line, the property owner shall be responsible for the cost of all construction, installation, maintenance and/or repair of the building sewer from the building to the public sewer, including the wye branch, tap and any and all street repairs associated with said work.
- D. When a sewer lateral is installed with a clean out at the curb line, the property owner shall be responsible for the cost of all construction, installation, maintenance and/or repair of the building sewer on private property from the building to the cleanout wye branch at the curb line. Downstream from this point, the City shall be responsible for the cost of all construction, installation, maintenance and/or repair of the sewer lateral, including the wye branch, tap and any and all street repairs associated with said work.

15.18. § 903.1 Delete: [NUMBER] inches (mm), Insert: **six (6) inches**

~~p. § 918.1 — Insert at end of paragraph: The use of Air Admittance Valves shall only be permitted when specifically approved by the Building Official prior to use or installation.~~

§ 9.1.4 through §9.1.99 RESERVED

MEMORANDUM

To: City Council Members

Fr: Mayor Matthew MacCoy

cc: Charles Anderson, City Manager

Re: Riverfest Committee

Date: April 14, 2026

Please accept my recommendation to appoint the following to serve as Riverfest Committee Members for a term that will expire on December 31, 2027:

Riverfest Committee

Dave Crimmins
LaAngela Todd
Debbie Hall
Jim Bowden
Maria Brooke
David Baugh
Gigi Hastings
Alice Adkins
Jack Chambers

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

NB#8
4.14.26

NR# 6
3/24/24
OB# 2
4.14-28

ORDINANCE #2026-05

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 4, of the Municipal Code of Seaford, Delaware relating to "Buildings", in the manner following, to wit:

Chapter 4, Article 1, of the Municipal Code of Seaford, Delaware is hereby amended by amending §4.1.7 to read as shown on the following pages.

03/24/2026	Date of First Reading
04/14/2026	Date of Second Reading & Adoption
04/23/2026	Date of Advertisement
05/23/2026	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

§ 4.1.7 Energy Conservation Code

- A.** The International Energy Conservation Code(IECC), the current edition as adopted by the State of Delaware, as published by the International Code Council, be and is hereby adopted as the Energy Conservation Code of the City of Seaford, in the State of Delaware, for regulating and governing energy-efficient building envelopes and installation of energy-efficient mechanical, lighting and power systems as herein provided; providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, penalties, conditions, and terms of said Energy Conservation Code are hereby referred to, adopted, and made a part hereof, as if fully set out herein.