

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
July 28, 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.
Changes to the agenda for this meeting.
Approval of the minutes of the regular meeting on July 14, 2026.

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

PUBLIC COMMENT:

1.

CORRESPONDENCE:

1.

NEW BUSINESS:

1. Mrs. Alice Adkins, President of the Downtown Seaford Association to present an update to Council on the 250th celebration recently held in downtown Seaford.
2. Present for approval an amendment to the employee handbook Section 2-78 that would revise the holiday hours for shift workers.
3. Present for approval an Intergovernmental Agreement for use of Property Assessment Data with Sussex County Delaware.

AGENDA

REGULAR MEETING OF THE MAYOR AND COUNCIL

July 28, 2026

4. Bids - Nutter Park Basketball Court resurfacing.
5. Chief of Police Marshall Craft to present for approval the purchase of two used vehicles to be used as administration vehicles.

OLD BUSINESS:

1. Present for approval a letter of request for a temporary easement on 106 Spring Street to install a retaining wall on the adjacent property to the south (former power plant site).
2. Present for a second reading amendments to section 9.17.4, 9.22.4 and 9.22.5 of the Municipal Code Standard Specifications that would eliminate the 8% Net Energy Metering cap and update the applicable design standards referenced in the code.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Makeup Movie Night in the Park, featuring Pixar's "Elio", July 31st, 8:30 p.m. at the grass lot behind City Hall
2. Friday Night Live, August 7th from 5PM - 8PM in the grass lot behind City Hall

LIAISON REPORTS:

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

Mayor MacCoy solicits a motion to adjourn the regular Council meeting.

NOTE: Agenda shall be subject to change to include or delete additional items (including executive session) which arise at the time of the meeting. (29 Del. C. S1004 (e) (3))

Date Posted: 07/20/2026

Posted by: BAS

LIB#2
1/28/26

Sec. 2-77. Holidays

The following days and such other days as the Mayor and Council may designate are holidays with pay for employees of the City working the standard workweek (Amended by Mayor & Council 07/13/2021):

Birthday
New Year's Day
Martin Luther King Jr. Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
2 Days for Thanksgiving
2 Days for Christmas

Sec. 2-77 A. Birthday Holidays

An employee's birthday is considered a holiday and a benefit. Each calendar year an employee is entitled to one day off for his birthday. This may be taken anytime beginning January 1 each calendar year. (Adopted by Mayor & Council 4/14/92.)
Effective January 1, 1993

Sec. 2-78. Weekend Holidays

~~When any holiday falls on a Saturday, the preceding business day shall be considered the Legal Holiday. When any holiday falls on Sunday, the following business day shall be considered the Legal Holiday. For day workers, when a holiday falls on a Saturday, the preceding business day shall be considered the holiday; and whenever the holiday falls on Sunday, the following business day shall be considered the holiday. An exception exists for shift workers whose work cycle requires them to work Saturday or Sunday. Shift workers or relief workers shall receive holiday pay for the day of the actual holiday irrespective of whether the holiday falls on a Saturday or Sunday.~~

Sec. 2-79. Holiday Compensatory Time

Any Director or Department Superintendent required to work on a City holiday should be permitted to take an equal amount of time off. The scheduling of this time is subject to the approval of the City Manager.

N#3
1/28/26

INTERGOVERNMENTAL AGREEMENT FOR USE OF PROPERTY ASSESSMENT DATA

THIS INTERGOVERNMENTAL AGREEMENT FOR USE OF PROPERTY ASSESSMENT DATA (the "Agreement") is entered into as of _____, by and between SUSSEX COUNTY, a political subdivision of the State of Delaware (the "County"), and [Name of Municipality], a municipal corporation of the State of Delaware (the "Municipality"). The County and the Municipality may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Municipality desires to gain access to and use the County's property assessment data for the Permitted Use stated herein, and the County desires to provide its property assessment data to the Municipality solely for the Permitted Use; and

WHEREAS, Title 22, Chapter 11 of the Delaware Code authorizes municipalities to use the county's property assessment data upon the municipality's adoption of an ordinance in the manner stated therein: and

WHEREAS, the Municipality has adopted an ordinance in compliance with the requirements of Title 22, Chapter 11 of the Delaware Code; and

WHEREAS, the Parties desire to enter this Agreement to set forth Parties' obligations, terms, and conditions with respect hereto.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals

The Recitals are incorporated by reference as though fully set forth herein.

2. Definitions

For purposes of this Agreement:

"Assessment Data" means the Sussex County property assessment information, parcel-level data, ownership fields, situs address information, property characteristics, exemption indicators, taxable values, and related assessment records that the County elects to provide under this Agreement, as may be updated from time to time.

“Authorized Users” means the elected and appointed officials, officers, employees, agents, contractors, and software vendors of the Municipality who have a legitimate need to access the Assessment Data for the permitted uses described in this Agreement and who are bound by confidentiality and security obligations no less protective than those set forth herein.

“Permitted Use” means use of the Assessment Data solely for municipal tax billing, tax account administration, collections support, audits, reconciliations, customer service, and other directly related governmental purposes authorized by law.

3. Purpose

The purpose of this Agreement is to establish the terms under which the County will provide certain property Assessment Data maintained in connection with the County’s real property reassessment and assessment administration functions, and under which the Municipality may use that data solely for preparing, issuing, administering, and reconciling municipal property tax billings and related lawful municipal revenue functions.

4. Provision of Assessment Data

The County shall provide the Municipality with the Assessment Data in such format or formats as the County reasonably determines are available and administratively feasible, which may include data extracts, reports, secure file transfers, or system-based access. The Parties may, by mutual written agreement, establish a data layout, delivery schedule, transmission method, and points of contact in an attachment or implementation memorandum without the need to amend the substantive terms of this Agreement. Unless otherwise expressly stated in writing, the County does not undertake to create new software, custom reports, or data fields for the Municipality.

5. Permitted Use and Restrictions

The Municipality shall use the Assessment Data only for the Permitted Use and for no other purpose unless otherwise authorized in writing by the County and permitted by applicable law. The Municipality shall not sell, license, commercially exploit, publish in bulk, or redistribute the Assessment Data to any third party except: (a) to Authorized Users for the Permitted Use; (b) as required by law, subpoena, court order, audit, or public records process; or (c) to the Municipality’s contracted tax billing or information technology service providers, provided such providers are bound by written obligations of confidentiality, security, and restricted use consistent with this Agreement. The Municipality shall not represent the Assessment Data as its own original assessment determination and shall not alter County assessment values for purposes of representing official County assessment records, although the Municipality may transform, import, or map the data within its billing

systems as necessary for the Permitted Use. Assessment value changes shall be handled by the County through the County's assessment appeal process.

6. Data Accuracy, Updates, and No Warranty

The County will make commercially reasonable efforts to provide Assessment Data that reflects the County's official records as of the date of transmission; however, assessment records may be modified due to appeals, corrections, exemptions, clerical adjustments, parcel changes, ownership transfers, legal determinations, and other events. Accordingly, the County does not warrant that the Assessment Data is error-free, complete, or current for any specific billing date unless the Parties expressly identify a certified tax-billing file in writing. Except as otherwise required by law, the Assessment Data is provided "as is," and the County disclaims all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose.

7. Municipality Responsibility.

The Municipality shall be responsible for its own tax bills, tax rates, levy calculations, billing decisions, billing rate and methodology appeals, and statutory compliance applicable to municipal tax administration. All inquiries regarding municipal tax bills that are based on County Assessment Data shall be handled by the Municipality. The Municipality shall not refer such inquiries to the County. If assistance is needed to explain the assessed value reflected on a tax bill, the Municipality—not its customers—shall contact the County directly.

8. Confidentiality, Public Records, and Security

Each Party shall comply with all applicable laws governing public records, privacy, records retention, and information security. To the extent any portion of the Assessment Data is confidential, restricted, or exempt from public disclosure under the Delaware Freedom of Information Act (29 Del. C. §10001, *et seq.*), the Municipality shall maintain such information in confidence and protect it from unauthorized access, use, or disclosure. The Municipality shall implement administrative, technical, and physical safeguards appropriate to the sensitivity of the Assessment Data, including user access controls and secure transmission or storage methods. If the Municipality receives a request or demand for disclosure of Assessment Data that may be confidential or restricted, the Municipality shall, to the extent permitted by law, promptly notify the County and cooperate in the County's efforts to assert any applicable exemption or protection. Nothing in this Agreement shall be construed to require either Party to violate public records law or to withhold records that must be disclosed by law.

9. Building Permit Data

The Municipality shall provide municipal building permit data to the County on a monthly basis by no later than the 15th of each month. The data shall include the property's Sussex County tax parcel number, owner name, and description of improvements.

10. Fees

The County shall provide the Assessment Data to the Municipality without charge.

11. Term and Termination

This Agreement shall commence on the Effective Date and continue for an initial term of one (1) year and shall automatically renew for successive one-year terms unless either Party provides the other Party with at least thirty (30) days' prior written notice of non-renewal. Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice, or for material breach if the breaching Party fails to cure such breach within fifteen (15) days after its receipt of written notice. Upon termination, the Municipality shall cease all new use of the Assessment Data except as necessary to complete pending billing cycles, satisfy legal retention obligations, or preserve records required for audit, litigation hold, or public records compliance.

12. Liability and Indemnification

To the extent permitted by applicable law, each Party shall be responsible for the acts and omissions of its own elected and appointed officials, officers, employees, agents, and contractors. Neither Party assumes liability for the acts or omissions of the other Party. If permitted and required by applicable law, the Municipality shall defend, indemnify, and hold harmless the County, its elected and appointed officials, officers, employees, and agents from and against claims, damages, losses, and expenses arising out of or relating to the Municipality's use, misuse, disclosure, or security failure involving the Assessment Data, except to the extent caused by the County's gross negligence or willful misconduct.

13. No Waiver of Immunity

Nothing contained herein is intended to waive, alter, or otherwise amend the County's immunity under the Delaware Code or otherwise, including but not limited to the County and Municipal Tort Claims Act. Additionally, nothing contained herein is intended to violate any constitutional principles of the State of Delaware or United States. To the extent that any obligations contained in this Agreement are determined by court or other judicial action to waive, alter, or otherwise amend such immunity or to be constitutionally prohibited or

otherwise not in accordance with the laws in effect at the time of any such claim, liability, cost or expense, the offending language shall be stricken from this Agreement by such authority and considered invalid and unenforceable to the extent necessary to allow the application of such immunity to any claims, losses, damages, or suits asserted against either party or to the extent necessary to correct such violation of the law. The parties agree that any claims, liabilities, damages, costs, and expenses shall be subject to the provisions of the County and Municipal Tort Claims Act, including the limitations on damages.

14. Notices

Any notice, demand or other communication under this Agreement shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt thereof, or by registered or certified mail, return receipt requested or by first class postage prepaid as follows:

If to Municipality:

Attention: _____
Email: _____

If to County:

Sussex County
2 The Circle
P.O. Box 589
Georgetown, DE 19947
Attention: _____
Email: _____

Either Party by notice to the other in accordance with the above may designate a substitute address for such notice or demand and thereafter such substitute address shall be used for the giving of notice or demand. Notice shall be deemed to be given: (a) two (2) days after the date of mailing thereof; or (b) the date of actual receipt, whichever first occurs. Notice may be sent via email if simultaneously provided in the written manner above.

16. Severability

If any provision of this Agreement shall be invalid or unenforceable to any extent, as determined by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

18. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior discussions, negotiations, and understandings relating thereto.

19. Amendments

This Agreement may only be amended or modified by a written instrument signed by both parties.

20. Assignment

Neither Party may assign this Agreement except to a lawful governmental successor. The Municipality shall not be permitted to assign this Agreement without the prior written consent of the County.

21. Counterparts; Electronic Signatures

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures and photocopies or facsimile copies of signatures shall be deemed to have the same force and effect as originals.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.
SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the respective date(s) set forth below.

MUNICIPALITY:

_____, a municipal
corporation of the State of Delaware

Date

By: _____(SEAL)

Print Name and Title

Attest: _____

Print Name and Title

SUSSEX COUNTY, a political subdivision of the
State of Delaware

Date

By: _____(SEAL)

Douglas B. Hudson
President, Sussex County Council

Attest: _____

Tracy Torbert, Clerk of the
Sussex County Council

NB# 4
7/28/26

MEMORANDUM

TO: Charles Anderson, City Manager
FR: Katie Hickey, Parks & Rec Superintendent
RE: *Nutter Park Basketball Court Resurfacing*
DT: July 23, 2026

The City received four (4) bids in response to our bid advertisement for the above referenced project on July 22, 2026. Please see the tabulation of the bids received below:

Bidder	TOTAL BID
Jerry's Inc.	\$35,833.00
Asphalt Maintenance	\$41,205.71
Chesapeake Asphalt	\$41,037.00
Terra Firm of Delmarva	\$36,799.00

After review of the bid submissions, it is my recommendation that the bid be awarded to Jerry's Inc, the lowest bidder, in the amount of \$35,833.00 for the Nutter Park Basketball Resurfacing. This is part of the Nutter Park Prevention Hub project, funded by a grant through the Delaware Opioid Settlement Commission.

Please present this information to Council at their meeting on July 28, 2026, for their consideration.

Should you have any questions, please contact me.

Thank you.



CITY OF SEAFORD POLICE DEPARTMENT

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



NB#5
7/28/26

TO: Mayor and Members of City Council
FROM: Marshall Craft
Chief of Police
DATE: July 24, 2026
Subject: Request to Utilize FY27 Vehicle Budget Funds for Purchase of Two Used CID Vehicles

Mayor and Council Members,

I am respectfully requesting approval to utilize funds already allocated within the Seaford Police Department's FY27 vehicle budget to purchase two used vehicles from D&C Auto for assignment to the Criminal Investigations Division (CID).

The requested purchases are:

- **2022 Ford Explorer (Black)** – \$16,500
- **2019 Dodge Journey (Black)** – \$8,500

Total Requested Expenditure: \$25,000

This request is not a request to increase the approved FY27 vehicle budget. Instead, this request seeks to maximize the existing approved funding allocation by using available resources creatively and responsibly to address the Department's operational needs.

During the FY27 budget process, the Department reduced its original vehicle request in an effort to limit expenditures. Specifically, we removed:

- One patrol vehicle with upfitting – approximately \$70,000
- One administrative vehicle – \$25,000

This resulted in a total reduction of approximately \$95,000 from the original vehicle request.

The Department currently has an operational need for two CID vehicles so that a patrol vehicle can be returned to the Patrol Division and remain available for frontline operations. Approval of this request would provide CID with two vehicles at a substantially reduced cost while improving fleet efficiency and allowing the Department to better utilize existing resources.

The 2022 Ford Explorer will provide CID with a more capable, patrol-ready vehicle that can be utilized during criminal investigations, search warrants, special operations, and situations where detectives require additional transportation capability. The 2019 Dodge Journey will provide a dedicated investigative vehicle for routine CID operations.



CITY OF SEAFORD POLICE DEPARTMENT

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



Both vehicles have been reviewed by Lieutenant Mills, who evaluated their condition, suitability, and operational value for CID use. Based on that review, I support moving forward with this purchase as a cost-effective solution to meet the Department's current needs.

These vehicles are anticipated to have a significantly lower operational impact than patrol vehicles because they will be assigned to individual detectives and will not be utilized as hot-seated patrol vehicles. This will reduce daily wear and tear compared to vehicles operated by multiple officers across multiple shifts.

The approved FY27 vehicle budget currently provides \$225,000 for vehicle-related expenditures, consisting of:

- **(2) Patrol vehicles with upfitting:** \$140,000
- **(1) Administrative vehicle:** \$25,000
- **(1) CID vehicle:** \$35,000
- **Upfitting of an existing administrative vehicle for patrol use:** \$25,000

This request does not eliminate the need or intent to purchase the remaining budgeted vehicles. The Department will continue working within the approved FY27 vehicle budget while evaluating opportunities to maximize funding through existing equipment, available credits, and lower-cost vehicle options when operationally appropriate.

This approach allows the Department to address an immediate CID operational need, return a patrol vehicle to frontline service, and continue progressing toward the approved fleet plan without requesting additional funding.

I respectfully request Council's approval to proceed with the purchase of these two vehicles from D&C Auto for a total cost not to exceed \$25,000.

Thank you for your continued support and consideration of this request.

Respectfully,

Marshall D. Craft Jr.
Chief of Police
Seaford Police Department

D N D SALES, Inc.
T/A D & C AUTO SALES
491 N Central Ave
LAUREL, DE 19966
302-875-6500

NS# 5
7/20/26

PURCHASER'S NAME **SEAFORD POLICE DEPARTMENT** DATE **06/26/2026** 20

ADDRESS **300 VIRGINIA AVENUE SEAFORD DE 19973** RES. PHONE **302-629-6645** BUS. PHONE

I (we) hereby order from you, subject to all terms, conditions and agreements contained herein, and the ADDITIONAL CONDITIONS printed on the reverse side hereof, the following ☐ NEW ☒ USED ☐ DEMO ☐ CAR ☒ TRUCK ☐ R.V.

YEAR **2022** MAKE **FORD** MODEL OR SERIES **EXPLORER** BODY TYPE **4DR** COLOR **BLACK** TRIM

VEHICLE IDENTIFICATION NO. **1FMSK8AB3NGB49964** STOCK NO. **32860** TO BE DELIVERED ON OR ABOUT

CASH PRICE OF VEHICLE	SELLING PRICE	7500.00
	T-TAG	0.00
	ADMINISTRATIVE FEE	0.00
	TITLE FEE	0.00
	TAG FEE	0.00
	DOCUMENT FEE	0.00
TITLE AND TAG FEES MAY VARY DUE TO ANY MISCALCULATIONS BY D & C AUTO SALES OR ANY EXTRA CHARGES BY THE DMV		
TOTAL		7500.00

☐ IF THIS BOX IS CHECKED, this paragraph applies. To purchase the vehicle and to obtain financing for it, you agree to the installation of the Starter Interrupt Device on the vehicle. The Starter Interrupt Device's electronic timer will need to be reset every _____ days during the term of this contract. If the electronic timer is not reset within the _____ day period, you will not be able to start the vehicle. Providing you are in compliance with the terms of this contract, you will be given a new code to enter into the electronic timer every _____ days. The Starter Interrupt Device is and shall remain the property of Seller.

DOCUMENTARY CHARGE AND FEES:

DESCRIPTION OF TRADE IN				(1) TOTAL CASH PRICE DELIVERED
YEAR	MAKE	MODEL	COLOR	
CASH	DEPOSIT ON ORDER \$	CASH ON DELIVERY		17500.00 Due
VEHICLE IDENTIFICATION NO.	STOCK NO.	TRADE IN	ALLOWANCE AS APPRAISED	0.00
TITLE NO.	LICENSE NO.		LESS BALANCE OWING TO:	0.00

TYPE OF INSURANCE	AMOUNT	TERM	COST	WARNING	(2) TOTAL DOWN PAYMENT
FIRE AND THEFT				THE INSURANCE AFFORDED HERE DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS UNLESS SO INDICATED HEREON.	7500.00
COLLISION	DED.			(3) UNPAID BALANCE OF CASH PRICE (1-2)	0.00
PUBLIC LIABILITY				(4) OTHER CHARGES	
PROPERTY DAMAGE				(5) UNPAID BALANCE (AMOUNT FINANCED) (3+4)	0.00

PURCHASER MAY CHOOSE THE PERSON THROUGH WHICH INSURANCE IS TO BE OBTAINED.

Creditor's Name YOU HAVE THE RIGHT TO RECEIVE AT THIS TIME AN ITEMIZATION OF THE AMOUNT FINANCED. ☒ I WANT AN ITEMIZATION. ☐ I DO NOT WANT AN ITEMIZATION. YOUR PAYMENT SCHEDULE WILL BE: 0.00 Monthly 07/26/2026				ANNUAL PERCENTAGE RATE	THE COST OF YOUR CREDIT AS A YEARLY RATE	0 %
NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE	FINAL	FINANCE CHARGE	THE DOLLAR AMOUNT THE CREDIT WILL COST YOU.	\$ 0
1	0.00	1/1	0.00	AMOUNT FINANCED	THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF.	\$ 0.00
1	0.00	1/1	0.00	TOTAL OF PAYMENTS	THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED.	\$ 0.00
CREDIT INSURANCE CREDIT LIFE, INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.				TOTAL SALE PRICE	THE TOTAL COST OF YOUR PURCHASE ON CREDIT, INCLUDING YOUR DOWN-PAYMENT OF \$	\$ 500.00
TYPE	PREMIUM	SIGNATURE				
Credit Life		I want credit life insurance.				
Credit Disability		I want credit disability insurance.				
Credit Life and Disability		I want credit life and disability insurance.				

SECURITY: YOU ARE GIVING A SECURITY INTEREST IN:
☐ THE GOODS OR PROPERTY BEING PURCHASED

FILING FEES \$ _____ NON-FILING INSURANCE \$ _____
LATE CHARGE: IF A PAYMENT IS LATE, YOU WILL BE CHARGED \$ _____ / _____ % OF THE PAYMENT.
PREPAYMENT: IF YOU PAY OFF EARLY, YOU ☐ MAY ☐ WILL NOT HAVE TO PAY A PENALTY. BE ENTITLED TO A REFUND OR PART OF THE FINANCE CHARGE.
SEE YOUR CONTRACT DOCUMENTS FOR ANY ADDITIONAL INFORMATION ABOUT NON-PAYMENT, DEFAULT, ANY REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE, AND PREPAYMENT REFUNDS AND PENALTIES.
☐ MEANS AN ESTIMATE _____ SIGNATURE

PURCHASER AGREES THAT THIS ORDER INCLUDES ALL OF THE TERMS AND CONDITIONS ON BOTH FACE AND REVERSE SIDE HEREOF, THAT THIS ORDER CANCELS AND SUPERSEDES ANY PREVIOUS AGREEMENT AND AS OF THE DATE HEREOF COMPLETES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTER COVERED HEREBY. IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION YOU SEE (THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS CONTRACT INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE AND IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL. THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERE BASED ON SUCH TERMS.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN THE DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (ON ALL GOODS AND SERVICES SOLD BY DEALER AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED". Purchaser by his execution of this Order certifies that he is of legal age to execute binding contracts in this State and acknowledges that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER _____ SALESMAN **Karen Aquila**
ACCEPTED BY: _____ DEALER OR HIS AUTHORIZED REPRESENTATIVE
1000 Automobile and Boat Sales Contract CC755172 OS 102

D & C AUTO SALES, Inc.
T/A D & C AUTO SALES
 491 N Central Ave
 LAUREL, DE 19956
 302-675-6500

PURCHASER'S NAME **SEAFORD POLICE DEPARTMENT**

DATE **06/26/2026**

ADDRESS **300 VIRGINIA AVENUE SEAFORD DE 19973** BUS PHONE **302-629-6645**

I (we) hereby order from you, subject to all terms, conditions and agreements contained herein, and the ADDITIONAL CONDITIONS printed on the reverse side hereof, the following ☐ NEW ☒ USED ☐ DEMO ☐ CAR ☒ TRUCK ☐ R.V.

YEAR 2019	MAKE DODGE	MODEL OR SERIES JOURNEY	BODY TYPE 4DR	COLOR BLACK	TERM
VEHICLE IDENTIFICATION NO. 3C4PDCBBXRT810661		STOCK NO. 32934		TO BE RECEIVED BY ON OR ABOUT	

CASH PRICE OF VEHICLE	SELLING PRICE	9500.00
	T-TAG	0.00
	ADMINISTRATIVE FEE	0.00
	TITLE FEE	0.00
	TAG FEE	0.00
	DOCUMENT FEE	0.00
TITLE AND TAG FEES MAY VARY DUE TO ANY MISCALCULATIONS BY D. & C. AUTO SALES OR ANY EXTRA CHARGES BY THE DMV		
TOTAL		9500.00

IF THIS BOX IS CHECKED, this paragraph applies. To purchase the vehicle and to obtain financing for it, you agree to the installation of the Starter Interrupt Device on the vehicle. The Starter Interrupt Device's electronic timer will need to be reset every _____ days during the term of this contract. If the electronic timer is not reset within the _____ day period, you will not be able to start the vehicle. Providing you are in compliance with the terms of this contract, you will be given a new code to enter into the electronic timer every _____ days. The Starter Interrupt Device is and shall remain the property of Seller.

BUYER'S SIGNATURE _____

DOCUMENTARY CHARGE AND FEES:

DESCRIPTION OF TRADE-IN				(1) TOTAL CASH PRICE DELIVERED	
YEAR	MAKE	MODEL	TYPE	CASH	DELIVERY
				0.00	9500.00
VEHICLE IDENTIFICATION NO.				TRADE IN	ALLOWANCE AS APPRAISED
				0.00	0.00
TITLE FEE				LESS BALANCE DUE TO:	
				0.00	0.00

TYPE OF INSURANCE	AMOUNT	TERM	COST	WARNING	(2) TOTAL DOWN PAYMENT	
FIRE AND THEFT				THE INSURANCE AFFORDED HERE DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS UNLESS SO INDICATED HEREON.	9500.00	
COLLISION					(3) UNPAID BALANCE OF CASH PRICE (1-2)	0.00
PUBLIC LIABILITY					(4) OTHER CHARGES	
PROPERTY DAMAGE					(5) UNPAID BALANCE (AMOUNT FINANCED) (3+4)	0.00

PURCHASER MAY CHOOSE THE PERSON THROUGH WHICH INSURANCE IS TO BE OBTAINED.

Creditor's Name: **YOU HAVE THE RIGHT TO RECEIVE AT THIS TIME AN ITEMIZATION OF THE AMOUNT FINANCED.**

☐ I WANT AN ITEMIZATION. ☒ I DO NOT WANT AN ITEMIZATION. **0.00 Monthly 07/26/2026**

NUMBER OF PAYMENTS	AMOUNT OF PAYMENT	DATE PAYMENT DUE	FINAL
1	0.00	1	0.00
1	0.00	1	0.00

CREDIT INSURANCE
 CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.

TYPE	PREMIUM	SIGNATURE
Credit Life		I want credit life insurance. <i>[Signature]</i>
Credit Disability		I want credit disability insurance. <i>[Signature]</i>
Credit Life and Disability		I want credit life and disability insurance. <i>[Signature]</i>

SECURITY: YOU ARE GIVING A SECURITY INTEREST IN:
☐ THE GOODS OR PROPERTY BEING PURCHASED
☐ _____

FINING FEES \$ _____ NON-FINING INSURANCE \$ _____

LATE CHARGE: IF A PAYMENT IS LATE, YOU WILL BE CHARGED

\$ _____ / _____ % OF THE PAYMENT.

PREPAYMENT: IF YOU PAY OFF EARLY, YOU
☐ WILL NOT HAVE TO PAY A PENALTY.
☐ WILL BE ENTITLED TO A REFUND OR PART OF THE FINANCE CHARGE.

SEE YOUR CONTRACT DOCUMENTS FOR ANY ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, ANY REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE, AND PREPAYMENT REFUNDS AND PENALTIES.

☐ MEANS AN ESTIMATE SIGNATURE _____

ANNUAL PERCENTAGE RATE	THE COST OF YOUR CREDIT AS A YEARLY RATE	0 %
FINANCE CHARGE	THE DOLLAR AMOUNT THE CREDIT WILL COST YOU.	\$ 0
AMOUNT FINANCED	THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF.	\$ 0.00
TOTAL OF PAYMENTS	THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED.	\$ 0.00
TOTAL SALE PRICE	THE TOTAL COST OF YOUR PURCHASE ON CREDIT, INCLUDING YOUR DOWN-PAYMENT OF \$ _____	\$ 500.00

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS CONTRACT INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE AND IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN THE DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED". Purchaser by his execution of this Order certifies that he is of legal age to execute binding contracts in this State and acknowledges that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER _____ SALESMAN **Karen D'Aquila**
 ACCEPTED BY: _____ DEALER OR HIS AUTHORIZED REPRESENTATIVE

PURCHASER'S SIGNATURE

DEALER OR HIS AUTHORIZED REPRESENTATIVE



7/13/2026

City of Seaford – Planning & Zoning
City Council – City Manager
414 High Street
Seaford, Delaware 19973

UB# 2
7/14/26
08#1
7/28/26

RE: Seaford West Town Center Utility Coordination

Mr. Charles Anderson,

Thank you for taking the time to discuss our goals to install a retaining wall. Our team is working on the redevelopment of the property located West of Market Street along the Nanticoke River. As you are aware, the site is currently in the process of Brownfield remediation. Simultaneous to this effort, our team is taking the site concepts presented in 2025 – into Construction level documents. Through this effort we have determined a retaining wall is needed along the northern edge of the property in order to clean up the topography and overgrowth that has occurred over the years.

The retaining wall is designed to assure the foundations and the wall itself will remain on our clients property. However, in order to properly install the wall we would like to request a temporary easement be provided to allow access onto the City owned properties abutting the wall location during the construction of the wall. The location of this easement is further clarified on Easement Exhibit 1 dated 6/22/2026. The retaining wall itself is illustrated as a solid blue line with parallel dashed red lines representing the foundations. The property lines are bold black lines, and just north of the property lines we are illustrated a red hatched area as the proposed temporary easement. We have also included Easement Exhibit 2 to illustrate our similar request for the neighbor to the west of the City property referenced. Our client intends to reach out to them directly for a similar easement request.

On Easement Exhibit 1, you will notice that we have extended the temporary easement further north on Spring Street. The goal of this portion of the temporary easement will be to coordinate and alter the Storm Drain connections. It was noted in a preliminary meeting between Brock Parker and yourself, that our client intends to replace the Storm Drains within their property as requested. In order to replace the Storm Drain pipes we will require access onto the City property to assure an accurate connection. Once the connections are made, we will repair the Street in the area disturbed to be in kind with their surroundings, leaving it in the same or better condition than when we initially accessed it. We would like to propose providing infill and regrading the area between the city owned parking lots and new retaining wall to assure we leave the property looking finished. The regraded portion will be finished with grass.

542 Riverside Drive
Salisbury, MD 21801
(410) 742-0238 (office)
(888) 879-7149 (fax)
Fisherarchitecture.com

Based on the existing topography the retaining wall is intended to taper down as it approaches South Pine Street and Market Street. As an acknowledgement to our conversation, we agree to assure the proposed retaining wall will extend above adjacent grade as a deterrent from anyone accidentally falling over the edge. The details of the wall construction will be submitted to the City of Seaford Permitting Office for review prior to installing.

Thank you for your time and consideration of this request.



Keith P. Fisher, AIA LEED AP

FISHER ARCHITECTURE LLC

542 Riverside Drive

Salisbury, MD 21801

(o) 410.742.0238

(f) 888.879.7149

(w) www.fisherarchitecture.com

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
106 Spring Street Seaford, DE, 19973

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, made this _____ day of _____, by and between **The City of Seaford, a Delaware Municipal Corporation**, a political subdivision of the State of Delaware (hereinafter called the "CITY") and **The Galleria at Riverwalk, 10221 River Dr, Unit 61407, Potomac, MD** (hereinafter called the "OWNER"),

WITNESSETH

WHEREAS, OWNER is requesting a temporary easement to construct a retaining wall on the property located at 201 Pine Street (SCTM #431-5.00-291).

WHEREAS, the CITY, as owner of the adjacent property, 106 Spring Street, the City has been requested to provide temporary use of a portion of the property for construction purposes. The area requested is shown on the attached drawing titled Easement Exhibit 1 dated June 22, 2026, prepared by Parker and Associates Inc.

NOW, THEREFORE, and in good consideration of the mutual covenants hereafter set forth and for other good and valuable consideration, the receipt of which is acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

TEMPORARY CONSTRUCTION EASEMENT FOR RETAINING WALL INSTALLATION ON THE ADJECENT PROPERTY.

CITY does hereby grant and convey unto OWNER, a temporary right-of-way and construction easement granting unto the OWNER, and/or its agents, permission to access their property to install a retaining wall and related appurtenances, and to complete yard, pavement and utility restoration work prior to abandonment of the temporary easement.

This Temporary Easement shall terminate ten (10) months following the date of execution by both parties.

Nothing in this easement agreement shall be construed so as to grant any right to the OWNER which shall in any way interfere with the safe and unrestricted use by the CITY of the land contiguous and adjacent to the easement.

OWNER agrees to indemnify, defend, and hold harmless CITY from any and all suits, claims, demands, actions, losses or damages arising from the loss of life and/or injury or damage to persons or property whatsoever by reason of or in connection with the OWNERS use and/or occupancy of the Temporary Construction Easement Area.

This easement involves no monetary consideration.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals.

WITNESS:

THE CITY OF SEAFORD

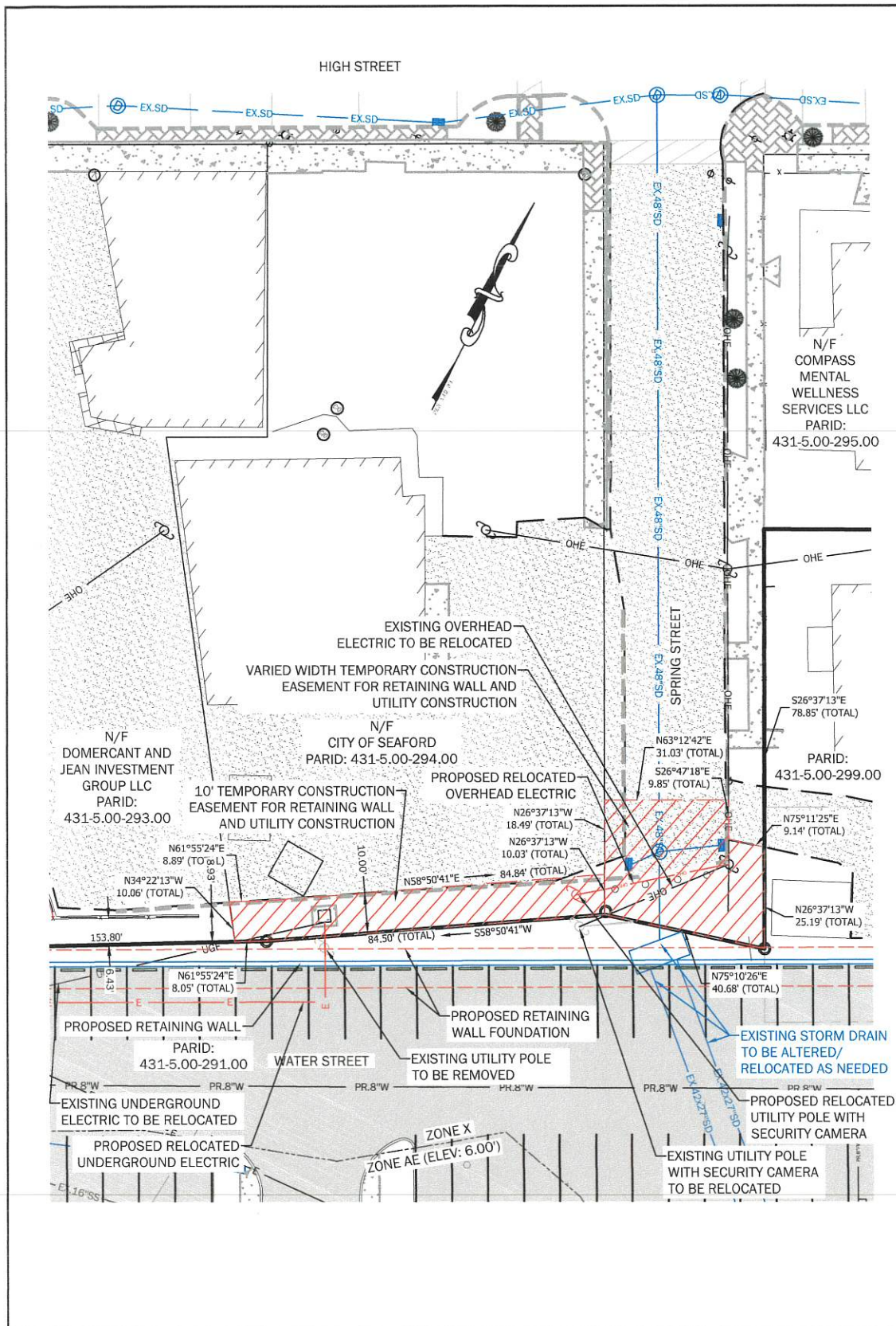
BY: _____(SEAL)

WITNESS:

OWNERS:

_____(Seal)

_____(Seal)



EASEMENT EXHIBIT 1 **FOR PARCEL 291.00, 299.00, 300.00** **WATER STREET RETAINING WALL**

201 SOUTH PINE STREET
CITY OF SEAFORD, SUSSEX COUNTY, DELAWARE

SCALE	1" = 40'	DATE	06/22/2026	TAX MAP	431	GRID	5.00
JOB NO.	S2108A	DRAWN BY	NBC	PARCEL	291.00		

SURVEYING FORESTRY

PARKER

ESTABLISHED 1977

SALISBURY, MARYLAND
410-749-1023

& ASSOCIATES

CIVIL ENGINEERING INC. SITE PLANNING

0B#1
7/28/26

Water Street Retaining Wall – 201 South Pine Street

(TMP#431-5.00-291.00, 299.00 & 300.00)

Easement Exhibit Review Comments

Plans dated 6/22/26 Prepared by Parker and Associates

1. Greg Brooke, Director of Electric, City Manager Chares Anderson and Brock Parker, P.E., Parker and Associates met Friday July 17th, 2026, at Seaford City Hall to discuss the easement request and the proposed install of the required retaining wall. Upon review of the drawings, Brock Parker stated that he would modify the project drawings to note that the contractor shall not disrupt the existing pad mounted transformer in the area of the retaining wall. This transformer serves the building located at 106 Spring Street and also serves the overhead electrical facilities and the Doctors office in the south Spring Street area.
2. The installation of the retaining wall will disrupt the underground three phase electric service to the pad mounted transformer. It was agreed that as part of the project two (2) new four inch (4") PVC conduits (one spare) will be installed for use by and dedication to the City to relocate the transformer service under the proposed retaining wall. Upon new conduit installation the City will install new conductors in the conduit and make the transformer connections to the new service routing to accommodate wall construction. The labor, equipment and materials for the new service to the pad mounted transformer will be a cost of the developer requesting the service revision and Greg Brooke Director of Electric agreed to provide this estimate to Brock for his use on July 22, 2026.
3. Brock parker stated that he would provide updated retaining wall drawings on Monday July 20th, 2026, with the above stated information included for distribution to the City of Seaford.
4. On July 20, 2026, Ben Hearn P.E., GMB Project Engineer, Director of Public Works Berley Mears III and City Manager Chares Anderson met at City Hall to discuss the retaining wall installation and the necessary construction precautions related to the regional storm water line existing in Spring St. It was noted that this facility is critical to area draining and extreme caution will need to be exercised by the contractor during excavation and construction operations to avoid damage or blockage. The contractor will need to submit a sequence of construction to the City for approval prior to mobilization.
5. During our 7/17/26 meeting with Brock Parker he stated the drawings will detail the replacement SW alignment will be specified as RCP. The stormwater pipe will be new RCP and structure relocated from under the retaining wall footer to allow drainage to continue and future design needs considered in the design and location of the box.
6. Please provide structural calculations and detailed drawings for the proposed retaining wall for review by the City Engineer. The retaining wall shall be provided with provisions at the area of the SW line crossing that will ensure the proposed piping will not receive structural bearing on the SW piping and the piping can be removed or replaced, if necessary, in the future. This may require a grade beam installation over the piping alignment. The SW piping penetration of the

retaining wall will need to be made watertight. Retaining wall is requested to extend beyond the top grade to provide a barrier to cars driving over the retaining wall, as well as necessary pedestrian safety fencing to prevent slipping over the edge.

7. The new SW alignment will require a new permitted outfall through the existing bulkhead along the City Riverwalk adjacent to the site. This bulkhead is existing steel sheeting and wood cap. It is unknown if tie backs exist. Test pitting in the area of the proposed new outfall penetrating the bulkhead will be required to ensure the structural integrity of the bulkhead is maintained. Also, the cutting, removal, sealing and watertightness of the existing structure shall be maintained. The contractor shall submit a plan for dewatering the work areas and bulkhead repairs prior to mobilization for on-site operations. Coordination regarding prevention of any migration of contaminated soil / groundwater during bulkhead penetration must be made to ensure public safety and water quality.
8. It is recommended that the City of Seaford be the permittee for the new outfalls as we will be the entity that will have ownership of the facility and long-term maintenance responsibility.
9. We believe a sewer lateral from 106 Spring Street (Brimminghorn facility) goes to the south down the hill. The proposed construction will need to y will need to accommodate this service or the sewer line will need to be relocated.
10. The Contractor shall provide the City with an insurance certificate prior to the commencement of work. Comprehensive Liability, Bodily Injury and Property Damage, and Workmen's Compensation will be required in the amounts listed below. The contractor shall secure and maintain at his own expense, during the contract term a commercial general liability insurance which insures against claims for bodily injury, property damage, personal injury and advertising injury arising out of or in connection with, any operations or work under this contract whether such operations are by the contractor, its employees, or subcontractors or their employees. The policy shall provide minimum limits of liability as follows:
 - \$1,000,000.00 combined single limit – each occurrence
 - \$2,000,000.00 combined single limit – general aggregate
 - \$2,000,000.00 combined single limit – products/completed operations aggregate
 - \$1,000,000.00 Business auto liability – combined single limit
 - \$500,000.00 Workers compensation – each accident, each employee
 - \$1,000,000 Pollution liability insurance
 - ~~\$3,000,000.00 Umbrella excess liability insurance~~

All insurance shall name the owner; it's appointed and elected officials, officers, servants, agents and employees as insured. The commercial general liability policy shall afford coverage for the explosion, collapse and underground hazards, contractual liability and liability arising from independent contractors. Products and completed operations aggregate insurance shall be maintained for two years after completion of the project.

The contractor shall submit proposed insurance instruments to the City Manager prior to mobilization to the site and commencement of operations.

11. After the new SW alignment is in service the existing pipe alignment can be removed or abandoned in place and the existing easement extinguished in favor of a new easement to be provided to the City to encompass the new piping alignment across the subject property (431-5.00-291.00). The City would be absolved of all liability and maintenance responsibility of the old piping and easement area upon extinguishing of the old easement alignment. Existing stormwater outfalls if no longer required shall be properly abandoned and bulkhead made watertight.
12. GMB (City Engineer) will need to perform SW modeling of the proposed replacement main layout and sizing to verify that required capacity will be provided in the new alignment.
13. The following list of outside agencies approvals will be needed:
 - Sussex Conservation District – Storm Water
 - DNREC; Brownfields Section & Subaqueous permit
 - Army Corps of Engineers
 - City Engineer

NB# 5
7/14/26
NB# 2
7/28/26

ORDINANCE #2026-07

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

Standard Design Specifications Chapter 9, of the Municipal Code of Seaford, Delaware is hereby
amended by amending §9.17.4, §9.17.6, §9.22.4, §9.22.5, and §9.22.8 to read as shown on the
following pages.

07/14/2026	Date of First Reading
00/00/2026	Date of Second Reading & Adoption
00/00/2026	Date of Advertisement
00/00/2026	Date the Ordinance is Effective

CITY OF SEAFORD

By: _____
Mayor

Witness: _____

Attest: _____
City Manager

§ 9.17.4 **Applicability.**

B. Unless otherwise provided, the technical requirements of §9.17 and subsequent sections of this document do not apply to generators qualifying as Net Energy Metering under Article 2122 of this Chapter using inverter technology, as requirements for these installations are already covered in the applicable codes; IEEE Standard 929, Recommended Practice for Utility Interface of Photovoltaic (PV) Systems, IEEE Standard 519, Recommended Practices and Requirements for Harmonic Control in Electric Power Systems, UL 1741, Underwriters Laboratories Subject 1741-1999, Standards for Static Inverters and Charge Controllers for use in Photovoltaic Power Systems and UL 1703 Standard for Safety Flat-Plate Photovoltaic Modules and Panels. Unless otherwise provided, the technical requirements of §9.17 and subsequent sections of this document shall not apply to generators qualifying as Net Energy Metering facilities under Article 22 of this Chapter that utilize inverter-based technology, provided that such installations comply with all applicable federal, state, and local codes and standards, including, but not limited to, the National Electrical Code (NEC), IEEE standards, and Underwriters Laboratories (UL) standards applicable to distributed energy resources.

C. Net Energy Metering photovoltaic (PV) systems shall be designed, installed, tested, and interconnected in accordance with the most current version of the Interstate Renewable Energy Council (IREC) **Model Interconnection Procedures / Net Energy Metering Interconnection Standards**, or successor standard(s), as adopted or recognized by the Utility and in effect at the time of application. Compliance with IREC requirements shall not limit the Utility's authority to establish additional technical, safety, reliability, or operational requirements necessary to protect the electric distribution system, Utility personnel, and customers.

D. Applicable standards may include, but are not limited to, IEEE Standard 1547, IEEE Standard 1547.1, IEEE Standard 519, UL 1741, UL 1741 Supplement SB, UL 1703, UL 61730, and any successor standards governing inverter-based distributed energy resource systems.

Formatted: Indent: Left: 1", No bullets or numbering,
Tab stops: Not at 0.5"

Formatted: Indent: Left: 1", No bullets or numbering,
Tab stops: Not at 0.5"

§ 9.17.6 **Interconnection application.**

E. The approval of a net-metering application is not approval to operate in parallel until the City of Seaford Electric Department interconnection review, inspection, and authorization to energize are complete.

§ 9.22.4 **Availability of Net Energy Metering (NEM)**

H. If the total generating capacity of all Customer-generation using net metering systems served by the City exceeds eight percent (8%) of the capacity necessary to meet the electric utility's aggregated Customer monthly peak demand for a particular calendar year, the City may elect not to provide net metering services to any additional Customer-generators. Should net metering services be closed for these reasons, the City will periodically re-evaluate the City's peak demand vs. the total customer generation using net metering in order to determine whether net metering services can be reopened. The re-evaluation period shall not exceed 12

months but may be shorter. Customers may submit the necessary NEM Service Application as described above and it will be maintained on file with the City of Seaford for a period of two years. Should re-evaluation of the City's peak demand permit the connection of additional net metering installations; the City will provide net metering services on a first come first serve basis of the applications on file with the City.

§ 9.22.5 Availability of Aggregated Net Energy Metering (ANEM).

- f. If the total generating capacity of all Customer-generation using net metering systems served by the City exceeds eight percent (8%) of the capacity necessary to meet the electric utility's aggregated Customer monthly peak demand for a particular calendar year, the City may elect not to provide net metering services to any additional Customer-generators. Should net metering services be closed for these reasons, the City will periodically re-evaluate the City's peak demand vs. the total customer generation using net metering in order to determine whether net metering services can be reopened. The re-evaluation period shall not exceed 12 months but may be shorter. Customers may submit the necessary ANEM Service Application as described above, and it will be maintained on file with the City of Seaford for a period of two years. Should re-evaluation of the City's peak demand permit the connection of additional net metering connections; the City will allow them in a first come first serve basis of the applications on file with the City.

§ 9.22.8 Connection to the City's electric utility system.

- A. The electric generation system cannot be connected to the City's Electric Utility system unless it meets all applicable safety and performance standards set forth by the following:
1. The Technical Considerations Covering Parallel Operations of Customer Owned Generation of Less than one (1) Megawatt and Interconnected with the City of Seaford, including all IEEE standards and IREC standards referenced within. (Refer to §6.17)