AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
July 8, 2025
SEAFORD CITY HALL – 414 HIGH STREET

The meeting will be streamed via live feed.

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

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

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

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

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 June 24, 2025

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

PUBLIC COMMENT:
1.

CORRESPONDENCE:
1.

NEW BUSINESS:

1. Mayor MacCoy to present for approval his recommendations for various committee appointments.

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
July 8, 2025

OLD BUSINESS:

1. City of Seaford to present for a second reading an ordinance to amend Chapter 6, Article 2 of the Municipal Code of Seaford Delaware, "Electrical Rules and Regulations" of the City of Seaford that would change electric delinquent notification and service termination procedures.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. .

LIAISON REPORTS:

1. Code, Parks and Recreation – Councilwoman Stephanie Grassett
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 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: 06/30/2025
Posted by: BAS

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

July 8, 2025

NB# 1
7/8/25

City of Seaford Boards, Committees & Commissions
2025 Appointments

Economic Development Committee
Mayor Matt MacCoy-Chair
Councilman Dan Henderson
Charles Anderson
Trisha Newcomer
Judy Johnson

Antique Fire Truck Restoration
Councilman Dan Henderson-Chair
Barry Calhoun
Mike Vincent
Randy O'Bier
John Botdorf
Larry Mathis
Ric Marvel
Mark O'Bier
Wayne Rigyby
Byron Taylor
Ron Marvel

Electric Committee
Councilman Mike Bradley-Chair
Pastor Isaac Ross
Dave Downs
Chris Simms
Charles Anderson
Greg Brooke
Jay Waller
Virginia "Gigi" Hastings

Police Chief's Advisory Board (PCAB)
Vice-Mayor Dan Henderson-Chair
Debbie Hall
Florence Cephas
Kevin Andrews
Mark Grassett
Pastor Kim McGill
Pastor Tesha Miller
LaAngela Todd

Emergency Preparedness Committee
Mayor Matt MacCoy– Chair
Charles Anderson
Pat Ryan
Chief Marshall Craft
Trisha Newcomer
Jack Wilson
Steven Keller
Pat Ryan

Parks & Recreation Committee
Councilwoman Stephanie Grassett– Chair
Charles Anderson
Trisha Newcomer
Katie Hickey
Bobby Holston
Tina Hurley
Aaron Kjos

Planning & Zoning Commission
Stacie Spicer – Chair
Michael Bailey
Brad Kauffman
Mark Grassett
Scott Pickinpaugh
Deborah Smart Hall
Jared Mast

Operations Committee
Councilman Alan Quillen– Chair
Berley Mears
Charles Anderson
Chris Derbyshire
Lindsay Biddle

P.H. #4
6-24-25
OB #1
7/8/25

ORDINANCE #2025-04

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 6, Article 2 of the Municipal Code of Seaford, Delaware relating to "Electrical Rules and Regulations", in the manner following, to wit:

Chapter 6, Article 2 of the Municipal Code of Seaford, Delaware, is hereby amended by revising the language to read as shown on the following pages.

06/24/2025	First Reading Date
	Second Reading Date & Adoption
	Advertisement Date
	Effective Date of Ordinance

CITY OF SEAFORD

By: _____ Witness: _____
Mayor

Attest: _____
City Manager

1. General Information

h) Disputes – delete all language in this location.

5. Billing Procedures

i) Address Notification

It is the responsibility of the Customer to notify the City of Seaford of a change in account information. This shall include, but not be limited to, physical address change, an email address change, telephone number change, third-party contact information or any other contact information on file with the City for the Customer.

The City of Seaford will not be responsible for disconnection of services where the Customer has not received disconnect notification because the Customer has failed to provide updated or correct contact information.

5.6. Credit and Collection Procedures

a) Guarantee of Final Bills

Deposits shall be collected in whole dollar amounts. The minimum deposit is listed in the Schedule of Fees and Charges.

The City of Seaford may require a cash deposit from an Applicant or an existing Customer for each account to guarantee payment of final bills for services rendered. When the City of Seaford holds more than one deposit for separate accounts for the same Customer, the City of Seaford shall administer each deposit individually. Service may be denied or terminated for failure to pay a deposit or increased deposit when requested. Deposits shall not be applied against current delinquent bills. Deposits will be applied against the final bill. A customer who is disconnected will be charged an additional deposit.

~~Examples of the Security Deposit Receipt can be found in Appendix B, Exhibit No. 4.~~

b) Exception

The City of Seaford reserves the right to waive the deposit for an Applicant who has a prior satisfactory credit history established or acceptable by the City of Seaford.

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c) Deposit Requirements

Deposit amounts for the various Customer classes are listed in the Schedule of Fees and Charges.

d) Returned Checks

Checks given in payment for any bills or charges rendered which are returned to the City of Seaford unpaid by the Customer's bank shall result in an additional charge as listed in the Schedule of Fees and Charges. Proper notice of the returned check and the charge shall be given to the Customer by telephone or mailed by First Class mail. Payment of the returned check and returned check charge shall be by cash, money order, ~~or~~ certified check or credit card. No notice of disconnection of service will be given for returned checks when check is written on a closed account or when check is written in payment of a delinquent notice or meter deposit.

Service will immediately be disconnected until all charges are paid in full. After three returned checks within a twelve month period, no more checks will be accepted on the account for the subsequent twelve month period.

e) Delinquent Notices (amended 2?/13??/01??)

Delinquent notices will be mailed immediately following the bill due date.

Delinquent bills will be due in full by 54:00 P.M. on the fifth (5th) day of each month or the first business day thereafter and disconnections will take place the following morning Uunless the environmental conditions are reported outlined for excessive cold and excessive heat are predicted as outlined in section 7 Terminations., are reported.

e)
The City of Seaford mayshall not discontinue services to a residential dwelling unit due to nonpayment of past charges for services without at least 72 hours' notice to the occupants of the dwelling unit of intention to terminate, except as otherwise provided by this section.

f) Third-Party Notification

The City of Seaford will maintain a voluntary third-party notification program, and application, where a customer may designate, in writing, a third party, to also receive the notice of termination of service if requested by the customer (account holder). The designated third party must indicate, in writing, willingness to receive such notice on behalf of the customer. The third party will not be held liable to the City of Seaford for the utility bill by reason of for aggregingacceptance toof third-party status.

g) Right of Termination

The City of Seaford reserves the right to terminate utility service with minimal notice in the event of a safety-related emergency.

h) Disconnect/Termination Procedures

Disconnects will not be scheduled for customers outside the hours of 8:00 a.m. and 4:00 p.m., Monday through Thursday. Should Thursday or Friday be a legal, state or national holiday, Wednesday will be substituted for Thursday. Should Monday be a state or national, legal holiday, the next succeeding business day will be substituted for Monday.

The City of Seaford will provide methods for payment and restoration of services at all times during the disconnect period.

Disconnects will not be scheduled for customers from December 21 of each year to January 1 of the following year.

i) Avoidance of Termination due to Illness

The City of Seaford will not terminate residential utility service if an occupant of a dwelling unit is so ill that the termination of service will adversely affect the occupant's health or recovery.

The customer (account holder) must provide a certified and signed statement from a duly licensed physician, physician assistant, or advanced nurse practitioner, of the State of

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Delaware or of a state with similar accreditation. This statement must be received by the Director of Finance, the Customer Service Coordinator, or the Billing Representative in advance oof service termination.

Signed statements from a licensed physician, physician assistant, or advanced nurse practitioner, obtained pursuant to this regulation are effective for 120 days. Signed statements may be renewed by means of a new signed statement to prevent termination only if a customer makes a good faith effort to make payments towards the delinquent account balance.

i) Dispute Resolution Process

The City of Seaford will provide a dispute resolution process for Customers.

In the event of a dispute between the City's Electric Department and a Customer or Applicant, either party may submit the particulars of the complaint to the Customer Service Coordinator of the City for review and further action if necessary.

If a Customer or Applicant has a problem with the utility services provided by the City of Seaford, the Customer must first contact the City directly and provide the Customer Service Representative with all the necessary information. The City of Seaford will make reasonable efforts to provide a thorough explanation. Should the problem concern a bill for services, the Customer must contact the City Customer Service Representative immediately. If the Customer believes they have been overcharged, the Customer must discuss the bill with a representative promptly, and request to have the charges investigated. If there is a good faith dispute, the City of Seaford will not terminate services during the investigation.

If the solution to the problem or complaint offered by the City is unreasonable or the Customer believes it is at odds with the City tariff, the Customer may contact the City Manager for assistance. Upon receipt of a written complaint, the City Manager will review all available data and work to resolve any outstanding issues.

All complaints that are filed with the City Manager will need to identify a law, rule, code section or order that has been violated, and the complaint will need to state the relief requested. The formal complaint process will require both sides to produce evidence to support their case and it may require the complainant to appear for a meeting at Seaford City Hall.

The City Manager will make any final determination regarding disputes.

In the event a formal dispute is pending, the City will continue to provide utility service to the customer until the dispute is resolved. The City will make reasonable efforts to not terminate service without advance notice to any known case manager or coordinator of an occupant in an affected dwelling unit.

7. **Terminations.**

The City of Seaford will not terminate service to residential customers (dwelling units) for nonpayment of past charges on a day when the National Weather Service via the Georgetown – Delaware Coastal Airport (KGED) reports that the 8:00 a.m. temperature measured 35 degrees Fahrenheit or below on the morning of the date when the service is scheduled for termination.

The City of Seaford will not terminate service to residential customers (dwelling units) for

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nonpayment of past charges on a day when the 8:00 a.m. National Weather Service forecast contains a special weather statement or other information predicting that the Heat Index measured at the Georgetown – Delaware Coastal Airport (KGED) may equal or exceed 95 degrees Fahrenheit on the date when service is scheduled for termination.

When termination of service has been deferred under this regulation a notice of deferral will be given to the customer (account holder) on the date on which termination was to be affected, notifying the occupant that unless proper payment arrangements are made, service will be terminated on the next day when extreme environmental conditions have abated.

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The City of Seaford will notify all customers of termination of service in apartment complexes, trailer parks, or other similar grouping of individual residential dwellings units to which service is provided directly or indirectly through a master meter without individual meters.

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The City of Seaford defines the cooling season under this regulation to be June 1 – September 30 annually.

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The City of Seaford defines the heating season under this regulation to be November 1 – March 31 annually.

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The City of Seaford will not terminate service to a residential dwelling unit during the heating or cooling season for nonpayment of a past due bill unless at least 14 calendar days prior to such termination, written notice is given to the customer (account holder).

Where the billing address is different than the location of the dwelling unit, written notice will be sent to the billing address and to the address of the dwelling unit.

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During the heating season, as defined above, the City of Seaford will make two documented attempts on separate days to contact any delinquent residential customer by telephone, text message, or email prior to actual termination of service. One attempt will be after 5:00 p.m.

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During the cooling season, as defined above, the City of Seaford will make at least one documented attempt to contact the account holder by telephone, text message, or email prior to actual termination of service.

a) Notice Content

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All written notices to residential customers will include the following information ~~at a minimum~~:

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1. The date on or after which termination of services will occur unless some satisfactory arrangement is made for the payment of the undisputed delinquent bills, this date will ~~not~~ be no less than 14 calendar days from the mailing of written notice.

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2. If there is a good faith dispute concerning the unpaid bills, termination of service will not take place pending determination of the dispute.

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3. Should the customer or occupant (payor) be unable to pay the full amount of the undisputed bill, termination of service may be avoided by entering into an initial payment installment agreement with the City of Seaford.

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4. A referral to charitable or governmental assistance programs, including the Low-Income Home Energy Assistance Program.

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5. That if any occupant is ill and the termination of services would adversely affect the occupant's health or recovery, the customer or occupant (payor) may defer termination of services under this regulation as described in section 6i.

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b) Disconnection of Service at the Request of the Customer (Account Holder)

Notwithstanding any other provision of this regulation, the City of Seaford may discontinue service to a residential dwelling unit if the customer (utility account holder) requests that utility services be discontinued and the request is voluntary.

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~~The Utility Bill will constitute the first notification of a required payment.~~

~~1) Delinquent notices and email notices will be mailed sent 14 days prior to the termination date to the physical location and secondary location, if one is given. immediately following the bill due date to:~~

~~a) All accounts with a balance greater that $100.00 will received a Notice of Termination two months in arrears and~~

~~b) Accounts one month in arrears with a history of delinquency.~~

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~~An additional email notifications will be sent at least 72 hours out prior to termination to any account in danger of termination.~~

~~If there is no email address, two attempts on separate days will be made to reach the account holder by phone.~~

~~It will be the account holder's responsibility to insure contact information is accurate.~~

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~~Delinquent bills will be due in full by 5:00 P.M. on the fifth (5th) day of each month or the first business day thereafter and disconnections will take place the following morning Unless:~~

~~The temperature is 35 degrees Fahrenheit or below as reported by the National Weather Service via the Georgetown – Delaware Coastal Airport (KGED) at 8:00 am the morning of termination.~~

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~~There is a predicted heat index greater that 95 degrees Fahrenheit or above as reported by the National Weather Service via the Georgetown – Delaware Coastal Airport (KGED) at 8:00 am the morning of termination.~~

~~If terminations are not carried out due to these circumstances, they will be preformed the next business day that weather conditions are conducive to do so.~~

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~~Customer contacts the City office 5 days prior to termination and discuss a dispute.~~

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~~If the Customer Service Team is not able to resolve the dispute within two days, the termination will be postponed until it is resolved and the customer notified.~~

~~Payment Arrangements~~

~~If a customer is unable to unable to pay the full amount of their bill, they can request a payment arrangement.~~

~~The payment arrangement will consist of a mutually agreed to payment and the balance will be deferred to the following month.~~

~~An additional payment arrangement cannot be made until the first is paid in full.~~

~~Medical Necessity – A signed statement from a licensed Physician, certifying that occupant of dwelling is so ill that termination will adversely affect their health or recovery~~

~~Statements will be good for 120 days~~

~~Letter of Medical Necessity can be renewed if customer makes "good faith effort" to make payment, as set forth by the Public Service Commission.~~

~~There will not be any disconnects December 21 through January 1.~~

~~Terminations~~

~~2)~~

~~3) Requests for extensions and payment agreements will be subject to strict scrutiny but may be granted by the Credit Manager in case of hardship or extenuating circumstances.~~

~~4)~~1) Payments, or promises of payments, from social service agencies, received after ~~9~~8:00 A.M., prevailing time, on the day of disconnection will be subject to the delinquent fee and additional deposit as found in the Schedule of Fees and Charges.

~~5)~~2) Payments must be made at the City Office, 414 High Street, Seaford, DE. Electric Department servicemen are not allowed to take payments.

3) If a delinquent notice is issued to the Customer and service is disconnected, the

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Customer is required to pay all ongoing bills in full. Service will be restored only on payment in advance of all amounts due, plus the reconnection charge and additional deposit, which is listed in the Schedule of Fees and Charges.

~~6)~~4)

~~f)~~k) Collections

1) A list of disconnected customers will be obtained monthly and inquiry will be made of local electric suppliers to determine address of disconnected customer.

2) A letter will be sent on all accounts ninety (90) days past due advising of pending court or collection action.

3) All accounts one hundred and twenty (120) days past due will be written off and turned over to the courts or a collection agency.

City of Seaford DELAWARE

414 High Street | PO BOX 1100
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302.629.9173
302.629.9307 fax
www.seafordde.com

Payment Arrangement Procedure

Customers who are not able to pay their bill in full and demonstrate a "Good Faith Effort" to pay their bill may apply for a payment plan.

- Customers may receive up to 2 payment plans a year.
- The amount of the bill will determine the length of the payment plan.
- Customers may only have one payment plan at a time.
- Bills must remain current while on a payment plan

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INSTALLMENT PLAN AGREEMENT

This agreement is between the City of Seaford and the Customer,_____, who resides at, _____, account number, _____ for the total sum of _____.

Date of last Payment Plan _____
How many Payment plans in the last 12 months? _____

Terms:

- The total amount listed above will be split into _____ payments to be paid in equal amounts along with the Customer's new bill, when issued. The amount will be $_____.
- The payment plan amount will show on the Customer's bill labeled as **Payment Plan.**
- The "Total Due" amount on the Customer's bill will **include** the Payment Plan and Current Charges.
- The City of Seaford will NOT post any penalty, late fees or disconnect **AS LONG AS** payments are made as agreed upon.
- If a payment is not made as agreed to, penalty and fees will be posted to the FULL Amount.
- If a payment is not made as agreed upon, service will be terminated. In order to be restored the **FULL AMOUNT** of the Payment Agreement and any other accumulated bills will have to be paid in full.
- If disconnected, unpaid balances remaining will be sent to Collections and the Customer will be responsible for paying collection fees, attorney's fees and court costs in addition to utility bills.

By signing below I acknowledge I understand and agree to the terms of this Payment Agreement.

_____ Customer

_____ City of Seaford

City of Seaford DELAWARE
414 High Street | PO BOX 1100 Seaford, DE 19973
302.629.9173 302.629.9307 fax
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Emergency Medical Priority

The City of Seaford cares about our customers and recognize that some face special challenges. For customers who rely on electricity to power life-support equipment in their homes, such as respirators or kidney dialysis machines, we offer the Emergency Medical Equipment Notification Program. This program provides advance notice of scheduled outages and severe weather alerts to qualified participants who depend on electricity for emergency medical and life-support equipment. Once you are enrolled, we will provide you with:

- Notification of scheduled outages in your area
- Notification of severe storms such as hurricane warnings that could lead to extended outages on our electric system
- An information package sent annually to help you prepare for emergencies

Please note that since customers who rely on electricity to power life-support equipment are located throughout out the City of Seaford, it is not possible to give priority to these customers following storm outages. It is the customer's responsibility to make appropriate arrangements in case restoration is delayed. **In addition, Customers must continue to show "Good Faith" in making their payments to prevent Disconnection of electric service.**

HOW TO ENROLL

To qualify for the program, participants must have certification from a licensed physician that a medical need exists. If you have life support equipment in your home, you and your physician must complete the required information on the appropriate certification form and submit it to our Customer Credit Department. NOTE TO CUSTOMER: The City of Seaford will hold confidential the medical and personal identification data provided on the forms.

You can submit your completed certification form using any of the following methods:

Fax: (302) 629-9307

Mailing Address:

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

Emergency Medical Priority

NOTE TO CUSTOMER: The Physician's Certification portion of this form must be completed and signed by the treating physician. Once approved, certification will be effective for **120 DAYS**. It is the Customers responsibility to maintain up to date Medical Priority forms. The Customer must complete the other portions of this form accurately and completely and return the completed form to:
City of Seaford, P.O. Box 1100, Seaford, DE 19973 or **Fax**: (302)629-9307

CUSTOMER'S CERTIFICATION

Please Note: Submission of false or misleading information by the Customer may be actionable at law.
Electric Account No: _____
Name of Account Holder: _____
Service Location: _____
Name of person (the "Patient") who resides at service location listed above

_____

Account Holder Signature: _____ Date: _____

PHYSICIAN'S CERTIFICATION

NOTE TO PHYSICIAN: This Certification is required to assist The City of Seaford in determining whether there are special circumstances in providing electricity to the Patient listed above, with regard to outages, interruptions, or terminations of service. This Certification has legal implications. Please read it carefully and complete it accurately and legibly.

1. Physician's Information: *(Please print)*
   Name: _____
   State license: _____
   Practice and/or specialties: _____
   Office Address: _____
   Office Phone: ( ) _____
2. I last examined the Patient on _____. (should be within 6 months of receipt)
   (month/date/year)
3. Medical Equipment: The Patient ☐ **does** ☐ **does not** use medical equipment that requires electricity.

- medical equipment: _____
- medical equipment is used for the following serious illness or other medical condition of Patient.

  _____

  (identify condition and/or diagnosis, and include any related conditions, symptoms or aggravations that bear on the Patient's need for the electrical medical equipment)
- medical equipment must be used by the Patient for _____ hours per day, _____ days per week; and the
- medical equipment ☐ **does** ☐ **does not** have a back-up power source and ☐ **can** ☐ **cannot** be operated manually.
- If applicable, backup will provide _____ hours of operation

REQUIRED - PLEASE CHECK ONE:

IN THE EVENT OF A POWER FAILURE TO THIS EQUIPMENT, THE ABOVE NAMED PATIENT

☐ **WOULD BE** PLACED IN AN IMMEDIATE LIFE-THREATENING EMERGENCY

☐ **WOULD NOT BE** placed in immediate danger; however, he/she should have a back-up plan for extended power outages

I certify that I am a/the treating physician of the patient described above and that I have personal knowledge of the facts described herein regarding whether or not the patient has a serious illness or other medical condition that requires electrical medical equipment or life support or which would otherwise be aggravated by interruption or termination of electrical service. The information provided by me herein is true and accurate to the best of my knowledge, information and belief:

_____

Signature of Physician Date

City of Seaford DELAWARE

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Dispute Procedure

Once a customer contacts the City of Seaford about a billing dispute, it will be the responsibility of the Customer Service Team to determine the details of the dispute.

If the dispute is related to a missing payment:

The Customer Service Representative will make every effort to locate the payment and ensure it was applied to the correct account. In order to do so they may request information related to the payment such as:

- Payment Amount
- Payment date
- Payment type (cash credit or check)
- Payment location (Online, in person, or drop box)
- Receipt
- Check number
- Voided check copy
- Any other pertinent details

If this does not resolve the dispute it will be turned over to the Customer Service Coordinator and they will investigate any previous cash over/under reports.

If the Dispute is related to a high bill:

The Customer Service Representative will make every effort to ensure the readings on the account are accurate by:

- Comparing readings to the previous month as well as the same time period for the previous year
- Comparing readings to the overall usage of the City that month
- Verifying the reading on the account to the Meter reading portal
- Verifying the reading is an actual reading and deemed accurate in the meter reading portal.

If this does not resolve the issue, the Customer Service Representative will request that the meter be tested.

- Meter testing will be done at no charge to the Customer upon request, one (1) time in a twelve (12) month period.
- Additional requests for testing will be done at the current charge for the service listed on the fee and rate schedule.

If the Customer Service Team is unable to resolve the dispute, the City Manager will be made aware of the situation and they will make a determination.

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Third Party Notification Policy

I. PURPOSE:

a. To establish a process for account holders to designate a relative, friend, member of the clergy or other third party to receive important or time sensitive account information.
b. The third party has no legal responsibility or obligation to pay the bill. However, that person can arrange payment of your bill or talk with our customer service representatives on the account holders behalf.

II. PROCEDURES:

a. Complete and submit Third Party Notification form. There will be a section on the Service Agreement for new customers, or a separate form for existing customers.
b. To remove a Third Party from an account, either the account holder or the third party can request to be removed.

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Application for Third Party Notice

By completing this form, I request that the third party (person or agency) named below be notified of any Non-Payment Disconnect Order issued by the City of Seaford against my account.

Customer Name _____

Account ID _____

Service Location _____

Phone _____

Email _____

Customer Signature _____

I agree to contact the above account holder of any important account information when the City of Seaford contacts me. I am in no way legally responsible for paying the bill.

Name (person or agency) _____

Email _____

Address _____

City _____

State _____

Zip _____

Third Party Signature _____