

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
NOVEMBER 12, 2024
SEAFORD CITY HALL – 414 HIGH STREET

The meeting will be streamed via live feed.

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

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

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

www.seafordde.com/government/mayor_council/council_agendas_minutes

Comments and questions may be emailed to:

Councilinfo@seafordde.com

- 7:00 P.M.** – Mayor MacCoy calls the Regular Meeting to order.
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Changes to the agenda for this meeting.
 - Approval of the minutes of the regular meeting on October 22, 2024.

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

Mayor MacCoy will present a proclamation to Mr. Thornton Parker for 55 years of service to the City of Seaford, its citizens, residents and visitors.

PUBLIC COMMENT:

1.

CORRESPONDENCE:

NEW BUSINESS:

1. Recognition of PENCO 75th Anniversary of operations in the City of Seaford.

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NOVEMBER 12, 2024

2. Mr. Robert Herrera, 9th Street Development Co., to give the City Council an update of progress made at the Nylon Capital Shopping Center project.
3. Michael Misrahi and Mark Holcombe with Evergreen Solutions to present information regarding the 2024 compensation study.
4. June Merritt, Director of Finance and Human Resources, to present a recommendation for financing options for the purchase of several police vehicles, electric department bucket truck, and the public works service truck as approved in the FY'25 budget.
5. Present for approval a renewal of the Seaford Community Swim Center Agreement for the community pool located at 1035 W. Locust Street.
6. Present for approval implementation of the "25 in 2025" fee reduction program administered by the City for all new single-family homes built in developments with installed infrastructure.
7. Present for approval a recommendation from the Economic Development Committee regarding a request from BCDE Investment Group LLC for a waiver of the equipment and labor costs on work required to be completed by the City of Seaford Electric Department.
8. Presentation of information regarding the Downtown Development District Designation.
9. Berley Mears III, Director of Public Works to present an update regarding the Lead Service Line inventory project in accordance with the EPA's Lead and Copper Rule recent revision within the City of Seaford's water service territory.
10. Chief of Police Marshal Craft to present for approval revisions to the Seaford Police Department Directive 13 - Fiscal Management and Agency Owned Property that would expand the mileage limits for take home vehicles for Department staff.

AGENDA

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11. Present for approval a request to dispose of a 150' x 60' portion of City owned land, SCTM# 431-4.00-72.00, located at the corner of Cedar Avenue and Poplar Street.
12. Present for approval revisions to the Wastewater Service Agreement between the City of Seaford and Sussex County Unified Sanitary Sewer District (USSD) that would establish a 40% reserve capacity and debt service responsibility as well as address emergency expenditures for the USSD.

OLD BUSINESS:

- 1.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. City Planning Session, Friday November 15, Nanticoke Senior Center, 8:30 a.m. - 3:00 p.m.
2. Annual Caroling in the Park Tree Lighting Ceremony on Monday, December 2nd, at 7:00 p.m. in Gateway Park.
3. Holiday Decorating Contest - Judging to occur December 1-3. Prizes: 1st place=\$100; 2nd place=\$75; 3rd place=\$50.00. Must be a City of Seaford Resident to qualify.

LIAISON REPORTS:

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

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

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

Date Posted: 11/04/2024 Revised: 11/05/2024

Posted by: BS

NB#4
11/12/24

Memo

To: Mayor & Council

From: June Merritt, Director of Finance & H.R.

CC: Charles Anderson, City Manager

Date: November 6, 2024

Re: FY 2025 Vehicle Purchases – Loan Rate Quotes

A "Request for Quote" was sent to eight of the local financial institutions. I received quotes from four of them. I have attached a spreadsheet which summarizes their quotes.

Based upon the information submitted, I recommend the City of Seaford secure a loan with Community Bank Delaware for a 5-year fixed rate of 3.7820%.

City of Seaford
Request for Quotes - FY 2025 Vehicle Purchases
Amount: \$693,000
Terms: 5-10 years

Financial Institution	5 Year Fixed Rate	5 Year Variable Rate	10 Year Fixed Rate	10 Year Variable Rate	Additional Comments
County Bank	N/A	N/A	N/A	N/A	No response
Citizens Bank	N/A	N/A	N/A	N/A	Not issuing loans at this time
Discover Bank	N/A	N/A	N/A	N/A	Does not offer commercial loans
PNC Bank	N/A	N/A	N/A	N/A	No response
Fulton Bank	6.7000%	N/A	7.6000%	N/A	
LinkBank	6.0000%	7.5000%	6.0000%	7.5000%	
M&T Bank	4.3610%	N/A	4.3450%	N/A	Tax-Exempt Municipal Lease Purchase Agreement
Community Bank Delaware	3.7820%	47% of CBD Prime	3.9300%	N/A	Variable rate is 47% of CBD Prime of 3.76% = 1.77%

Loan Term Analysis

		<u>Loan Principal</u>	<u>Loan Interest</u>	<u>Total Payback Over Life of Loan</u>	<u>Estimated Monthly Payment</u>
All Vehicles	5 Year	693,000.00	68,675.23	761,675.23	12,694.59
All Vehicles	10 Year	693,000.00	146,190.76	839,190.76	6,993.26
Police Vehicles	5 Year	305,741.00	30,298.46	336,039.46	5,600.66
PW & Elec Vehicles	10 Year	387,259.00	81,693.63	468,952.63	3,907.94
		<u>693,000.00</u>	<u>111,992.09</u>	<u>804,992.09</u>	<u>9,508.60</u>

NR#5
11/12/24
(REDLINE)

SEAFORD COMMUNITY SWIM CENTER AGREEMENT

AGREEMENT made the ~~12⁵~~th day of ~~NOVEMBER~~^{JANUARY}, ~~2022~~⁴ in the County of Sussex, State of Delaware, by and between SEAFORD COMMUNITY SWIM CENTER (hereinafter "SCSC"), located at 1035 W. Locust Street, Seaford, Delaware 19973 and the CITY OF SEAFORD, DELAWARE (hereinafter "Seaford"), a Delaware municipality located in Sussex County formed pursuant to the laws of the State of Delaware, having a mailing address of PO Box 1100, 414 High Street, Seaford, Delaware 19973.

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WHEREAS, Seaford is the owner of certain lands situated in the City of Seaford, State of Delaware, known as Seaford Community Swim Center (hereinafter "Pool");

WHEREAS, the pool consists of a bath house, concession stand, office, and swimming pool; and

WHEREAS, Seaford is desirous of continuing the contract for the management of the above described pool;

WHEREAS, SCSC is desirous of managing, operating and maintaining the said Pool.

NOW THEREFORE, the parties agree as follows:

Section 1: Premises

Seaford hereby contracts with SCSC in accordance with the terms and conditions set forth herein by the management of these certain premises located in the City of Seaford, County of Sussex, State of Delaware, and further described as Seaford Community Swim Center, 1035 W. Locust Street, Seaford, Delaware 19973.

The term "premises" shall refer to the above-described land and any improvements and structures thereon unless otherwise stated herein.

Section 2: Term

The term of this agreement shall commence on the ~~25⁷~~th day of ~~JANUARY, 2025~~ and expire on ~~JANUARY 25⁷, 2025~~. At the expiration of the term, this agreement shall be renewed automatically on a month-to-month basis and may be terminated by either party by giving not less than ninety (90) days' notice in writing to the other party.

Section 3: Compensation

A. Compensation Terms

Seaford will pay the electric bill, trash services, chemicals, equipment, building and ground maintenance, as well as continue to provide property and liability insurance coverage.

SCSC will receive all income earned through swim team membership fees, event fees, the concession stand and membership fees up to \$50,000; ~~gross income over \$50,001 will be split with Seaford on a 60% Seaford and 40% SCSC basis. All revenue sharing payments shall be made to the City on or before November 1st, of each calendar year along with yearend report detailing revenues, expenses, and profit sharing for the year. Monies raised by holding fund raising events held exclusively by SCSC shall be excluded from the above compensation sharing provisions. This shall include swim team concessions and banquet ticket sales.~~

The following shall be established for gross income over \$50,001:

1. If SCSC helps Seaford pay for any infrastructure replacements/upgrades of \$5,000 or more in the offseason (from Oct. of current year to April of upcoming year), then that will be considered compensation for the current year. This will be agreed upon by both Seaford and SCSC by the end of the pool season (September) of the current year and documented in writing.

Or

2. gross income over \$50,001 will be split with Seaford on a 60% Seaford and 40% SCSC basis, if infrastructure upgrades are not scheduled during the offseason described in 1. ~~SCSC will provide Seaford monthly income reports during the months of April – September, to the City Finance Director. All revenue sharing payments shall be made to the City on or before December 1st, of each calendar year along with the year-end report detailing revenues, expenses, and profit sharing for the year. Monies raised by holding fundraising events held exclusively by SCSC shall be excluded from the above compensation sharing provisions. This shall include swim team concessions and banquet ticket sales.~~

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B. Accounting and Inspection

SCSC shall keep or cause to be kept such reasonable books, records, journals, accounts and ledgers in accordance with generally accepted accounting principles that properly and accurately reflect the amounts of revenues and expenses received or paid by or on behalf of SCSC in furtherance of this agreement. Seaford shall have the right at any time at a reasonable hour and upon reasonable notice to SCSC to inspect, review and verify such books, records, journals, accounts, and ledgers for purposes of determining the parties' rights, obligations and duties under this agreement. In the event a dispute arises with regard to such books, records, journals, accounts and ledgers as they relate to the parties' duties and obligations under this agreement, the parties shall share equally the cost of obtaining an independent accountant to review the books, records, journals, accounts and ledgers and the said independent accountant's findings shall be binding on the parties. An independent accountant shall be someone who has no prior business affiliation with either party, but whom the parties mutually agree upon. Should the parties not be able to agree, their respective accountants shall choose the independent accountant.

Section 4: Maintenance of the Pool & Facilities

A. Facilities and Structures

Seaford shall keep and maintain all structures and facilities of any kind located on the premises, including the bath house, infrastructure, and concession stand (office).

B. Repairs and Improvements

If it becomes necessary to perform any repairs or make any improvements to the premises or any structures or facilities situated thereon, it shall be the responsibility of Seaford to perform such work at its expense. To the extent that repairs are required to the pool or facilities, SCSC shall promptly report any conditions concerning the premises that, in the opinion of SCSC, requires the attention of Seaford.

For purposes of this section of the agreement, a repair job or improvement to be paid by Seaford shall consist of any damage caused by an act of nature, damages not covered by insurance, or pre-approved repairs or improvements deemed necessary by Seaford that costs more than \$5,000. If SCSC can perform the labor required for the repairs, the calculation of the cost shall include both materials and labor. Seaford shall be obligated to pay SCSC for any repairs or improvements in addition to the compensation provided for herein.

If any repairs are covered by insurance, SCSC shall be entitled to the proceeds paid by the insurance carrier provided SCSC has done the repairs. If Seaford has the repairs done, then Seaford is entitled to the proceeds.

C. Labor

SCSC shall be responsible for all labor, supplies and materials reasonably necessary to assure the proper condition of the pool and bath house located on the premises. SCSC shall employ, discharge, and supervise all employees or contractors required for the efficient operation and maintenance of the premises, including the concession stand, bath house and pool. All personnel, except contractors and employees of independent contractors shall be employees of SCSC. SCSC shall pay the salaries and benefits of all such employees and, to the extent that it may be required to hire independent contractors, pay all charges for services rendered by independent contractors and employees of independent contractors.

Section 5. Equipment and Leases

SCSC shall be responsible for providing all equipment or leases necessary to carry out the terms of this agreement. In the event Seaford determines during the term of this lease that the pool is not economically feasible and decides that it will discontinue the pool or for any reason terminate this agreement, then and in such event, Seaford shall pay to SCSC the balance of lease payments on any equipment leased for purposes of this agreement less any salvage value paid to SCSC.

Section 6. Labor Expenses

Where required to provide labor pursuant to this agreement, SCSC shall be responsible for payment of all labor-related expenses, including, but not limited to, all insurances, taxes, unemployment compensation, gross receipt taxes and any other withholding that may be required by state, federal or local laws, regulations, rules, statutes or otherwise. SCSC shall indemnify and hold harmless Seaford against any liability or losses due to SCSC's failure to pay any such expenses.

Section 7. Utility Charges

Where required pursuant to this agreement, to maintain or operate any aspect of the premises or any activity thereon, including, but not limited to, the pool, bath house and concession stand, Seaford shall be responsible for the payment of all utility charges. Seaford shall indemnify and hold harmless SCSC against any liability or losses due to Seaford's failure to pay any such expenses.

Section 8. Food Concessions

SCSC shall operate food and beverage services in the concession stand. SCSC shall supply all labor, materials, and equipment reasonably necessary to assure the proper maintenance and operation of all food and beverage services within the premises. All expenses incurred for cost of goods sold shall be the sole responsibility of SCSC. The term "cost of goods" shall be defined in accordance with generally accepted accounting principles.

Section 9. Revenues and Profits.

Except for the compensation provided for in Section 3 and Section 8 of this agreement, SCSC shall not receive any revenues or profits for the operation of its activities as set forth in this agreement.

Section 10. Advertising and Promotion

Any and all advertising, promotion or the like shall remain the exclusive responsibility of SCSC, its agents and assigns.

Section 11: Insurance, Taxes and Miscellaneous Expenses

a. Liability Insurance

Seaford shall carry bodily injury, property damage and personal injury public liability insurance in limits of not less than \$1,000,000. During the continuance of this agreement, all bodily injury, property damage and personal injury, property insurance and any other coverage carried by Seaford on the property shall be extended at the expense of Seaford to insure and indemnify SCSC as well as Seaford by the appropriate endorsement of all policies evidencing such insurance as follows:

"Seaford Community Swim Center is hereby named as an additional insured, and insurance company agrees that this policy will be primary in respect to any coverage carried by Seaford Community Swim Center." Seaford shall indemnify and hold harmless SCSC for any losses or liabilities arising from the failure of Seaford to maintain the insurance required herein.

SCSC shall carry bodily injury, property damage and personal injury public liability insurance in limits of not less than \$1,000,000. During the continuance of this agreement, all bodily injury, property damage and personal injury, property insurance and other coverage carried by SCSC on the property shall be extended at the expense of SCSC to insure and indemnify Seaford as well as SCSC by the appropriate endorsement of all parties evidencing such insurance as follows:

"Seaford is hereby named as additional insured, and insurance company agrees that this policy will be primary in respect to any coverage carried by Seaford." SCSC shall indemnify and hold

harmless Seaford for any losses or liabilities arising from the failure of SCSC to maintain the insurance required herein.

b. Taxes

Seaford as property owner is exempt from all real estate property taxes, Seaford would have no other tax responsibilities.

c. Miscellaneous Expenses

All professional fees, internet fees, cable, and banking fees are the sole responsibility of SCSC related to their collection of revenues. Additionally, all concession expenses shall remain the sole and exclusive responsibility of SCSC.

Section 12. Default and Termination

In the event of default by either party, the defaulting party shall have thirty (30) days upon receiving written notice of such default from the non-defaulting party to cure it. If upon expiration of the thirty (30) days the default has not been cured, the non-defaulting party may, at its option, by further written notice to the defaulting party, declare this contract to be terminated, null and void. Upon termination of this contract for any reason, SCSC shall be entitled to payment for all amounts earned and due pursuant to Section 3 and Section 8 of this agreement. If any payment required under Section 3 and Section 8 of this agreement is not paid in full within thirty (30) days of its due date, SCSC may immediately suspend its obligations and duties under this agreement, while awaiting such default to be cured by Seaford according to the terms stated herein.

Section 13. Assignment

SCSC may not assign or otherwise transfer its obligation under this agreement without prior written consent of Seaford. Any attempt to assign or otherwise transfer the obligations and duties under this agreement without such consent shall be null and void. Seaford may assign this agreement to any bona fide purchaser in which case all terms and conditions herein shall be binding on such purchaser.

Section 14. Notice and Authority

Any notice required to be given under this agreement shall be given to the parties in the following manner:

- a. Notice to Seaford shall be sent by certified mail to the City Manager, PO Box 1100 and 414 High Street, Seaford, Delaware 19973.
- b. Notices to SCSC shall be sent by certified mail to President, SCSC PO Box 1100 and 414 High Street, Seaford, Delaware 19973.

Section 15. Modification and Amendment

This agreement may be modified or amended only upon the mutual agreement of the parties, in writing, and fully executed.

Section 16. Final Agreement

This contract constitutes the entire agreement of the parties with regard to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

Section 17. Compliance with Laws and Regulations

SCSC and Seaford shall comply with all applicable state, federal, local, or municipal laws, regulations, rules, ordinances, statutes, or the like in carrying out its duties, obligations, and operations under this agreement.

Section 18. Licensing

SCSC shall at all times during the term of this agreement maintain such licenses and permits as required for any of the various services to be performed by SCSC on behalf of Seaford.

Section 19. Force Majeure

In the event of damages by fire, casualty, vandalism, natural disaster, act of force majeure, condemnation, or any other cause whatsoever so as to render the premises unfit for the purposes of this contract, this agreement shall automatically terminate.

Section 20. Bankruptcy

If bankruptcy proceedings, whether voluntary or involuntary, are commenced against either party, or if either party enters into a composition agreement with creditors, either party may terminate this agreement by giving thirty (30) days written notice to the other party.

Section 21. Independent Contractor

SCSC is an independent contractor and not an employee or owner for any purpose herein. Furthermore, nothing in this agreement shall be construed to limit the ability of SCSC to contract with other pool or properties for the provision of services to those set forth herein.

Section 22. No Property Interest Created

Nothing in this agreement shall be deemed to create or shall be construed as creating any property interest in or to the property for SCSC.

Section 23. Attorney's Fees

Should either party bring suit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and attorney's fees.

Section 24. Effect of Partial Invalidity

Should any section or any part of this agreement be rendered void, invalid, or unenforceable by any court of law or equity, for any reason, such a determination shall not render void, invalid or enforceable any other section or any part of any section in this agreement. Rather, only the invalid portion of the agreement shall be deemed severed and all other terms shall be valid and binding on the parties.

Section 25. Choice of Law

This agreement has been made and entered into in the State of Delaware and the laws of such State shall govern the validity and interpretation of this agreement and performance due hereunder.

IN WITNESS WHEREOF, the parties have executed this Seaford Community Swim Center Agreement on the date and at the location first stated below.

ATTEST: SEAFORD COMMUNITY SWIM CENTER

Secretary Tracy Torbert, President SCSC (SEAL)

WITNESS: CITY OF SEAFORD, DELAWARE

Matt MacCoyDavid Genshaw, Mayor (SEAL)

WITNESS: CITY OF SEAFORD, DELAWARE

Charles Anderson, City Manager (SEAL)



NR #6
11/12/24

CITY OF SEAFORD CODE DEPARTMENT MEMORANDUM

To: Charles

From: Mike

Re: Tap Fee Waivers

Date: 11/4/20224

CC:

☐ Urgent ☒ For your use ☐ Please Comment ☐ Please Reply ☒ Please Recycle

Charles,

The Water and Sewer tap fee waiver program is due for renewal for 2025. Council started this program in 2010 as an incentive to build out vacant lots in areas of the City where a developer had installed the water and sewer infrastructure such as Mearfield and Governors Grant. We have hit the cap on these waivers several times since its inception 2013, 2020, 2021, 2023 and 2024. Council approved extensions of the waivers for the years 2020, 2021 and 2023 by request from developers utilizing the waivers during those years. I have included an image showing the number of waivers and total dollars for each year the program has been in existence. The blue shaded ones were when the amount of waivers were capped out and the red shaded ones were the years when the cap was reached and an extension was granted.

Let me know if you have any questions.

Thanks,

Mike

# of fee waivers possible in calendar year	# of fee waivers utilized in calendar year	Year	Totals
10	7	2010	\$12,425
11	10	2011	\$17,750
12	7	2012	\$12,425
13	13	2013	\$23,075
14	10	2014	\$17,750
15	8	2015	\$14,200
16	5	2016	\$8,875
17	8	2017	\$14,200
18	2	2018	\$3,550
19	8	2019	\$14,200
20*	40	2020	\$71,000
21*	45	2021	\$79,875
22	0	2022	\$0
23*	53	2023	\$94,075
24	24	2024	\$39,050

\$422,450 = Total since program inception



NR 48
11/12/24

STATE OF DELAWARE
OFFICE OF THE GOVERNOR
TATNALL BUILDING, SECOND FLOOR

JOHN CARNEY
GOVERNOR

MARTIN LUTHER KING, JR. BOULEVARD SOUTH
DOVER, DELAWARE 19901

PHONE: 302-744-4101
FAX: 302-739-2775

October 28, 2024

The Honorable Matthew McCoy, Mayor
City of Seaford
P.O. Box 1100
Seaford, DE 19973

RE: City of Seaford 5-year renewal of the Downtown Development District

Dear Mayor McCoy,

I am pleased to inform that the 5-year renewal of the Downtown Development District for the City of Seaford, submitted July 2024, is hereby approved.

The approval of the 5-year renewal signifies that:

- (1) The Cabinet Committee on State Planning Issues voted to recommend approval of this application, following a meeting of the Committee held on October 1, 2024.
- (2) State agencies found that the renewal application met all program Guidelines Governing the Administration and Review of Applications for Designation as Downtown Development Districts; successfully met the need and impact criteria, incorporated an updated district plan with goals and strategies for the next 5 years.
- (3) The City of Seaford completed a detailed program evaluation to assess the city's current progress and inform the strategic direction of its district plan.
- (4) As a condition of the recommended approval, Seaford must include the Environmental Justice map in the plan. Because much of the proposed DDD area are considered to have an Equity Focus Designation of Moderate, the inclusion of this map will more clearly define the need for the 5-year renewal. The City must also recognize that all projects pursuing a DDD Rebate are required to meet the DDD Rebate Guidelines.

Thank you for working with the State to complete this process and for the City's diligence to achieve the goals of Downtown Development Districts.

Sincerely,

John Carney
Governor, State of Delaware

NBA 10
11/12/24

SEAFORD POLICE DEPARTMENT

Directive 13

FISCAL MANAGEMENT & AGENCY OWNED PROPERTY

I. RESPONSIBILITIES

- A. By Council Action, the City of Seaford Finance Manager is responsible to prepare and submit to Council the annual budget.
- B. The Chief of Police, or their designee, along with Administrative and City Hall Staff, has the authority and responsibility for fiscal management and fiscal matters of the Seaford Police Department.
 - 1. The Chief of Police, or their designee, and Administrative Staff can authorize any amount accessible in petty cash, which is maintained at City Hall. This shall be approved at times when obtaining a Purchase Order is not a viable option.
 - 2. Departmental personnel will not accept cash at any time, unless it is for services such as, Employment/Background fingerprints or reports requiring payment.
 - a. Upon receiving any cash payments, a receipt shall be provided to the purchaser. The receipt book shall be stored and kept in the Seaford Police Department Communication Center.
 - b. Any accepted cash is turned over to the records clerk. The amount is transcribed on the Seaford Police Department audit form and turned over to City Hall as soon as possible.
 - c. The audit form will be stored in the records office as complete with all required information and signatures of employees who handled the money.
 - 3. A quarterly audit will be conducted by the Chief of Police, or their designee, and/ or the finance manager, of all cash accepted by the department.

II. ANNUAL BUDGET

- A. The budgetary process is prescribed by the City Manager and is an essential planning tool which enables the department to organize its financial resources in an objective, directed effort to derive the maximum return for the tax dollars expended.
- B. Budgeting is a continuous process and is the responsibility of each supervisor. It involves the identification of objectives and the determination of organizational needs based upon a reasonable assessment of future requirements.
- C. Supervisors communicate organizational needs by means of budget requests. Such requests should be limited to items, which are necessary to continue the present

standard of service, materially improve the standard of service or reduce the cost of service. It is the responsibility of supervisors to weigh needs carefully and to present estimates, which incorporate reasonable and economically sound requests.

- D. Written recommendations and justification for budget lines, particularly those dealing with requests for additional personnel or major new capital item acquisitions, will be based on detailed operational and activity analysis which will clearly demonstrate need.

III. ACCOUNTING

- A. Monthly budget printouts received from the City Hall Financial department will provide the following:
 - 1. Initial appropriation for each account.
 - 2. Balances at the completion of the monthly period.
 - 3. Expenditures and encumbrances made during the period; and
 - 4. Unencumbered balance.
- B. The Chief of Police, or their designee, will examine the accounts, books, and records, that reflect transactions involving financial activities and affairs of the department monthly.

IV. DEPARTMENTAL FUNDS

- A. Subsequent paragraphs identify all departmental cash funds and assign responsibility therefore,
 - 1. All requests for reimbursement must be accompanied by written evidence of expenditure. (Cash receipt or statement of expenditure signed by the employee requesting reimbursement).
 - 2. Reimbursement of any funds will be requested on all required forms and sent to City hall. These funds include, but are not limited to:
 - a. Detainee meal provided
 - b. Small items such as batteries, mop head, car cleaner, etc..
 - c. Training travel expenses

V. PURCHASING

- A. All purchasing of department supplies and equipment will be in compliance with the purchasing procedures of the City of Seaford. Normally, the Chief of Police, or their designee, will cooperate with and assist the purchasing agent in the development of specifications for items requiring standardized purchases, bidding procedures, and criteria for selection of vendors and bidders.
- B. The City of Seaford purchasing procedure provides for small items, emergency purchases, or rental of equipment, during periods of time when normal purchasing procedures cannot be followed. All supervisors will use discretion and attempt to hold such purchases to the minimum essential for mission accomplishment. Any questions may be referred directly to the Chief of Police, or their designee, for resolution.

VI. INVENTORY CONTROL OF PROPERTY, EQUIPMENT, AND OTHER ASSETS

A. The Chief of Police, or their designee, is responsible for compliance with City of Seaford inventory control procedures and will ensure:

1. Required inventory verification as requested by the Mayor and Council.
2. Proper issue of individual clothing and equipment to employees, maintaining an individual account and responsibility therefore.
 - a. Undamaged/ operable equipment may be reissued as needed at the direction of the Chief of Police, or their designee.
3. Maintenance of complete records for all department property, equipment and other assets.
4. Proper reporting of and disposition of damaged, excess, and surplus property.
5. Itemized list of all property forfeited to the department by the court at time of adjudication.
 - a. A copy of court decree shall be affixed to all property documentation.
 - b. A letter of intent regarding use, disposal, or auction of this acquired property.
6. Storage and control of all weapons and ammunition retained and secured within the department.
7. Proper issue of weapons to employees including;
 - a. Test fire and inspection prior to issuance
 - b. Maintenance
 - c. Signed acknowledgement by employee that weapon(s) have been test fired and inspected prior to issuance
 - d. Periodic weapons maintenance inspection by the department Armorer.

B. The Chief of Police, or their designee, has specified responsibilities in the areas of acquisition, storage, and issuance of departmental property and equipment.

VII. MODIFIED TAKE- HOME VEHICLES

A. The Seaford Police Department "Modified Take Home" vehicle program will help to improve the efficiency and effectiveness of the department.

B. Only officers residing within a 2030-mile radius of the Seaford Police Department are assigned a "Modified Take Home" vehicle, which is authorized on "regular assigned work days" only. This does not include special duty, target, OHS (Office of Highway Safety), shift coverage, training, and/or any other assignments outside the "regular assigned work days" parameter unless otherwise approved by the Chief of Police, or their designee.

1. Driving distance is calculated by a method of utilizing a standardized mapping application (Google Earth). Driving distance shall be measured from the Seaford Police Department.
2. Officers employed with the department prior to City Council approval, shall be exempt from the 2030-mile limit based on the following conditions:

- A. The officer is currently employed with the department at the time the "Modified Take Home" vehicle program is initiated.
 - B. The officer's residential address at the time of policy initiation is the only address considered for exemption. Any residential address changes are to be reported to the Chief of Police, or their designee.
 - C. Address changes exceeding the 2030-mile limit voids prior exemption grants. Considerations may be requested through the office of the Chief of Police. Until such consideration is made, the officer will discontinue participation in the "Modified Take Home" vehicle program.
- C. Any tolls, fees, traffic/parking enforcement violations that are incurred while operating a departmental vehicle traveling to and from the officer's residence is at the expense of the officer. Any negative police contact, regardless of received citation, is to be reported to the officer's immediate supervisor.
- D. Officers driving a modified take-home vehicle, at minimum, shall carry their duty weapon, credentials, and police radio while driving the vehicle.
 - 1. Officers are not required to wear their departmental issued uniform during their commute to and from home; however, officers shall not wear any type of clothing or accessories that brings embarrassment or discredit to themselves or the department while operating a department vehicle.
- E. Use of department vehicles for vacations, recreational trips, or personal use, is not authorized.
 - 1. Exceptions regarding personal use are made when the officer is traveling to and from work and stops at a gym, grocery, department, convenience, or restaurant store or business.
 - A. It is desired that any such stops be made within the jurisdictional limits of the City of Seaford whereas the police presence can best benefit the Seaford community.
 - B. Any stops must not exceed 1-mile in any direction from the shortest route the officer must take to travel to and from work.
- F. Officers will provide their residential address to the Fleet manager and/or administration as to where the vehicle will be secured during the officer's time of vehicle possession. That location must remain the same at all times unless a change is approved by the Chief of Police, or their designee.
- G. All department vehicles are subject to inspection and/or search at any time by a supervisor. No officer assigned to or operating such a vehicle shall be entitled to any expectation of privacy with respect to the vehicle or its contents.
- H. All patrol weapons and ammunition shall be carried during assigned duty hours. While on duty, all long guns will be carried in a car ready condition and properly locked in gun mount if available and operable.
 - 1. Vehicles will remain locked at all times when unattended.
 - 2. All weapons shall be removed from vehicles at the conclusion of duty if no gun mount lock is available/operable in the car.

- I. Any and all maintenance performed on any Seaford Police vehicle is to first have prior approval from an Administrator.
1. Officers who are assigned a modified take-home vehicle shall be responsible for maintaining the vehicle in good running order. The officer shall be responsible for both scheduled and preventive maintenance and timely repairs to the vehicle. This includes meeting regularly with the Fleet manager or administration regarding the vehicle.
 2. Failure to follow the maintenance schedule or to keep the vehicle in good mechanical condition may result in the officer's loss of modified take-home privilege.
 3. Officers assigned a take-home vehicle will be responsible for keeping the appearance of the vehicle clean and professional.
 4. In the event that an officer's assigned vehicle becomes unavailable or inoperable, only the vehicles identified as a 'spare' by the fleet manager or administration shall be used. This is regardless of officer's rank.
 - A. Exception would be if all 'spare' vehicles are being utilized or out for maintenance.
 - B. The on-duty supervisor will be responsible to maintain the strict adherence to vehicle assignments.
- J. All officer's assigned a modified take-home vehicle are subject to losing such privilege as a result of disciplinary infractions, below standard productivity or performance, and/or at the discretion of the Chief of Police, or their designee.
- K. Members shall not be assigned a modified take-home vehicle while: (a) On vacation (extending more than 2-days); (b) Suspension; (c) Limited duty; and/or (d) Extended sick leave.

Officers who are assigned to a vehicle with another officer and unable to bring the vehicle back to the Seaford Police Department due to exigent circumstances, will notify the fleet manager and/or administration.

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VIII. SUPPLEMENTAL OR EMERGENCY APPROPRIATIONS

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- C. City procedures exist which provide for adjustment mechanisms, which the Chief of Police, or their designee, may use to request approval of the transfer of funds from one account to another as shortages and overages are identified. Such request is made to the City Manager depending on the amounts and the reasons therefore.
- D. When emergency situations arise involving any circumstance that could not have been anticipated by prior fiscal planning, the Chief of Police, or their designee, must request additional funding from the City Manager, who may, in turn, seek council approval and authorization.

Date of Issue: March 1, 2020

Date of Last Revision: May 10, 2022; March 30, 2023, November 01, 2024

Issuing Authority: Chief Marshall D. Craft, Jr.

NIP# 11
11/12/24

MEMORANDUM

TO: Mayor & Council

FR: Charles Anderson, City Manager

RE: Potential Land Sales

DT: 11/4/2024

In September I requested the Director of Electric and Public Works review the City owned land around the Spruce Street water tower. Our Parks crews are having to cut the grass on this area annually and with increasing workloads in the department, Director Newcomer, and I were reviewing ways to reduce this workload. After staff review it was determined that a portion of the property at the corner of Cedar Avenue and Poplar Street was not necessary for City operations.

The location is described in further detail below:

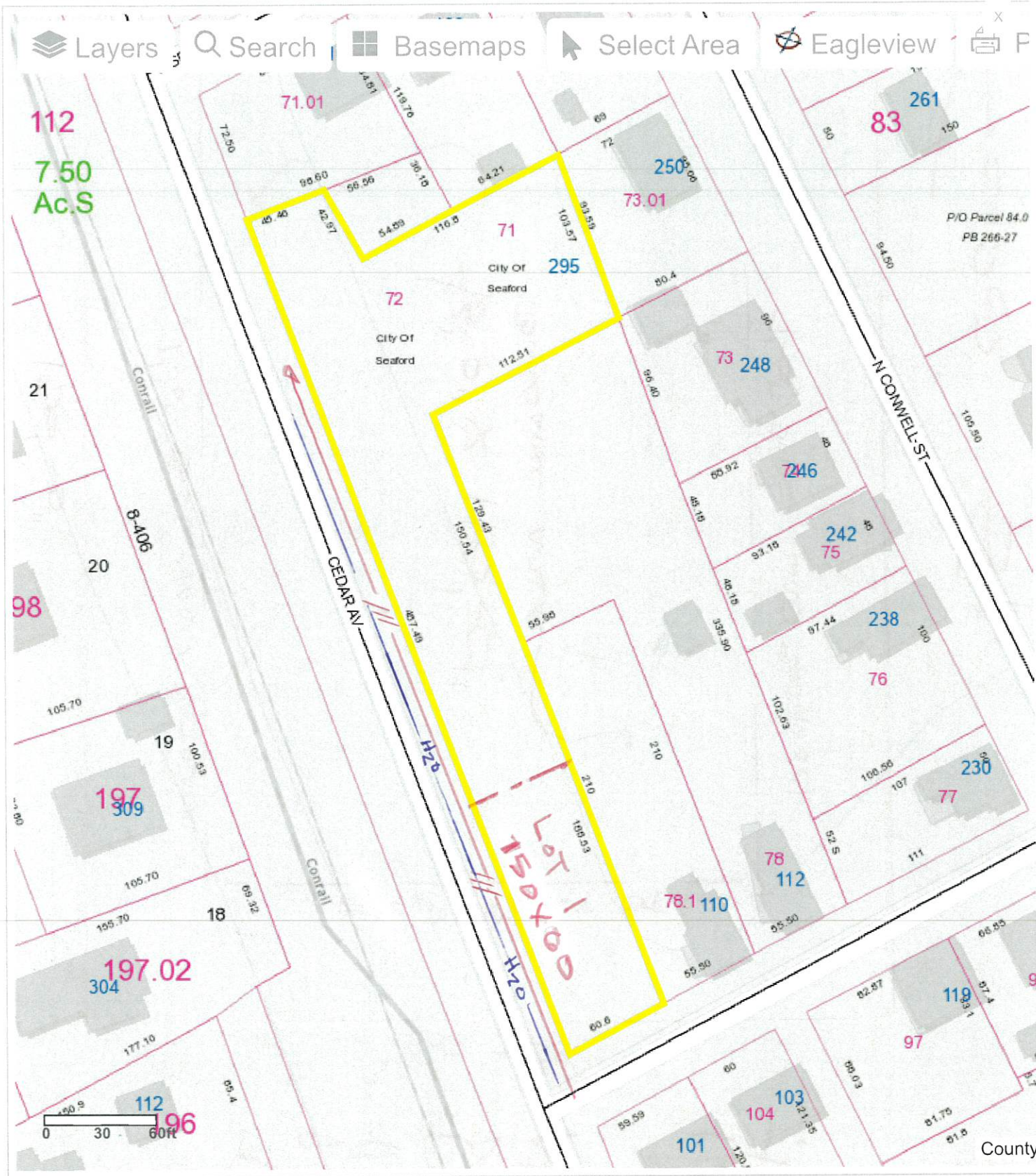
This lot has been owned by the City for many years and has most recently been used for staging of storm debris. The lot is zoned R-2 Medium Density Residential District. The lot has access to water, sewer and electric utilities necessary for development.

Director Newcomer and I have discussed this internally and we recommend the Council consider the following option for property disposal if that is the desire:

- Issue a Request For Proposals (RFP) for the disposal and redevelopment of the property for Economic Development purposes. The city has exercised this option for land disposal in the recent past. The Hoopers Landing lots along Nylon Boulevard, Front Street and the lots on Third Street are examples. This option would allow the City to establish minimum development standards and would invite proposals for development, which may result in maximization of the development potential of this property. City Council would have the opportunity to evaluate the merit of any proposal received.

If you have any questions, contact Trisha or me.

NB# 11
11/12/24



Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

NB#12
11/12/24
ORIG

The Agreement for Services is made and entered this day of October
29, 2024 ("Effective Date"), by and between THE CITY OF SEAFORD, a municipality of the State of Delaware (hereinafter referred to as "CITY"), and SUSSEX COUNTY, a political subdivision of the State of Delaware (hereinafter referred to as "COUNTY").

WHEREAS, the CITY owns and operates a wastewater treatment plant located on Nanticoke Avenue in Seaford, Delaware to be referred to as the "WWTP;" and

WHEREAS, on May 15, 2018 the parties entered into a Wastewater Service Agreement ("Agreement") regarding conveyance of sanitary sewage emanating from the collection systems of the Western Sussex and Blades Areas of the Unified Sanitary Sewer District to the City's sanitary sewer system for treatment and disposal; and

WHEREAS, on September 17, 2019, the parties signed Addendum No. 1 to the Agreement; and

WHEREAS, on June 18, 2024, the parties signed Addendum No.2 to the Agreement. and

WHEREAS, the County proposes to convey sanitary sewage emanating from the Western Sussex and Blades Areas of the Unified Sanitary Sewer District to the CITY's sanitary sewer system for treatment at the WWTP; and

WHEREAS the CITY wishes to grant the COUNTY the privilege of discharging wastewater from the Unified Sanitary Sewer District of Sussex County into the wastewater facilities of the CITY; and

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

WHEREAS, the parties hereto desire to terminate all prior agreements and addenda and to substitute in-lieu thereof, this Agreement between them relating to all areas of the Unified Sanitary Sewer District discharging to the CITY's WWTP.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. For the purposes of the Agreement, it is mutually agreed by the parties hereto that the following definitions shall apply unless the context indicates to the contrary:

- (a) Wastewater shall be defined as liquid waste delivered by the COUNTY to the CITY with characteristics generally recognized as those associated with normal domestic sewage conforming fully with the CITY's sewer use ordinance (SUO) and the requirements of "Wastewater Quality Criteria" attached hereto as Exhibit A.
- (b) Treatment shall be deemed to include those processes as are necessary to provide an effluent from the WWTP to fully comply with the National Pollutant Discharge Elimination System (NPDES) permit(s) issued by the State of Delaware.
- (c) Average Daily Flow (ADF) of the combined District areas shall be defined as the total monthly flow measured at the COUNTY'S pump stations divided by the number of days in said month.
- (d) District shall mean the Unified Sanitary Sewer District of Sussex County as shown on Exhibit B1 and B2, except that the COUNTY may enlarge or revise the boundaries of the District in accordance with the provisions of Chapter 65, Title 9, Delaware Code Annotated, without the necessity

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

for further modification of the description contained herein. The COUNTY shall coordinate expansion or revision of the District boundaries with the CITY in accordance with the certified comprehensive land use plans of the CITY and the COUNTY.

- (e) Moratorium shall mean an authorized period of delay in the contribution of flows to the CITY's WWTP.
 - (f) Equivalent Dwelling Unit (EDU) shall mean an arbitrary term used to express the volume based, load-producing effects on the sewer system caused by one average sized residential dwelling contributing 250 gallons per day of wastewater.
 - (g) Shared Transmission System shall mean collector gravity pipelines and pump station(s) with pressurized pipelines owned by CITY and used to convey both COUNTY and CITY wastewater to the WWTP.
2. CITY agrees to accept for conveyance and treatment the wastewater of COUNTY pursuant to the terms of this Agreement; provided however, that CITY reserves the right to refuse to accept any wastewater which does not comply with the limits of Exhibit A attached hereto.
3. COUNTY agrees to the Interjurisdictional Agreement for Industrial Pretreatment explained in Exhibit D attached hereto. The COUNTY will add and adopt the following language into their Sewer Use Ordinance (SOU). *"Users who discharge into the SCUSSD shall be subject to the rules and regulations pursuant to the City of Seaford SUO Chapter 6, Title 7, Chapter 60, Section 6033 of the DE Code and 40 CFR Part 403 of the Federal Code."* This language will give the CITY legal

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

authority to enforce the CITY'S Pretreatment Program as described in Exhibit D in the SCUSSD.

4. It is mutually agreed by the parties hereto that this Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in effect for twenty (20) years, unless sooner terminated by mutual agreement of both parties hereto.
5. COUNTY will operate and maintain District pump stations and transmission mains, to the connection points with the CITY's manhole on the north side of the Nanticoke River, on Nanticoke Avenue and at the focemain discharge manhole located on the south-east corner of the intersection between US RT-13 and Old Furnace Road, or any other points of connection which may be established in the future by the mutual agreement of both parties.
6. COUNTY will install magnetic flow meters at each pump station, recording wastewater volume delivered by COUNTY to the CITY. All measurements of County's sewage flow, as required by this Agreement, shall be performed under a monitoring program conducted and paid for by the COUNTY. The results of all flow measurements shall be provided to both parties monthly. The metering devices utilized to measure COUNTY's volumes flow shall be calibrated annually by an independent testing agency. The results of the calibrations shall be made available to CITY. If the calibration reveals a discrepancy greater than five percent (5%), the monthly sewer billing for operational costs to the COUNTY shall be adjusted (up or down) in the amount of the discrepancy for a three (3) month period immediately preceding the calibration. No action shall be taken for metering devices within five

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

percent (5%) accuracy. Billing or credit adjustments shall be made on the next billing period immediately following the discovery of the metering discrepancy unless the parties agree otherwise.

7. CITY agrees to accept the COUNTY's wastewater flows at the connection points up to the quantity limits set forth in the Agreement and treat COUNTY's wastewater to a degree sufficient to enable the final effluent to comply with the WWTP's NPDES Permit and to dispose of such treated effluent in compliance with said NPDES Permit and any other applicable laws, regulations, or policies.
8. CITY shall reserve ADF treatment capacity for the COUNTY at the WWTP not to exceed forty percent (40%) of the design capacity, with an instantaneous maximum flow of two (2) times the COUNTY's treatment capacity on a gallons per minute basis. This percentage shall apply to the current two (2) MGD WWTP and the future three (3) MGD WWTP once - completed. The reserve treatment capacity may be reevaluated ten (10) years after the effective date of this agreement by request from either the COUNTY or CITY.
9. The COUNTY shall pay CITY's sewer impact fees for new units to be connected on an equivalent dwelling unit basis. Impact fee shall be based upon the City of Seaford Municipal Code Chapter 11, Article 7. CITY will annually provide to COUNTY the impact fee rate amount applicable by June 1, preceding the upcoming fiscal year beginning July 1. Impact fees shall be payable to the CITY the first day of each quarter based on COUNTY sewer permit issuance, except for any of the legacy obligations assumed by the COUNTY with regards to Passwaters Farm, LLC and Bridgeville Park Center, LLC which stand at approximately 350 EDUs at

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

execution of this Agreement. The EDU associated with the legacy issues shall be tracked separately by the COUNTY and accounted for annually until exhausted.

10. COUNTY agrees to pay CITY, *monthly*, its share of operational expenses related to the shared transmission and treatment facilities.

- (a) Such share shall be determined by dividing the actual metered monthly flow discharged from COUNTY's District to the CITY's system by the total gallons metered monthly as discharged from the WWTP and multiplying that factor by the total operating expenses of the shared transmission and treatment facilities for that month.
- (b) Operational expenses shall include actual costs and expenses relating to operations, capital, repair, and maintenance, including the solar power facility at 8000 Herring Run Road, labor, materials and supplies that relate to the CITYs' operation of the shared transmission and treatment facilities.
- (c) The operational costs shall also include a ten (10) percent administrative charge calculated using the total COUNTY's operations and maintenance charges for the billing period. In addition, the generated kWh electrical production of the solar power facility and shall be credited against the total electrical consumption of the WWTP.
- (d) COUNTY agrees that a treatment surcharge may be added to the monthly charges for wastewater which does not comply with the Wastewater Criteria described in Exhibit A.
- (e) COUNTY agrees in the event wastewater discharged from the COUNTY's District into the treatment plant exceeds or violates the limits indicated in

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

Exhibit A, and/or which will require special handling or treatment, the total costs for providing such special handling or treatment shall be determined by the CITY and shall be borne solely by the COUNTY.

11. Debt service associated with the 2016 Delaware Water Pollution Control Revolving Fund Loan shall be paid for by the CITY with proceeds from the sale of SREC's. Should this revenue not be adequate to meet the required debt service needs of the facility the CITY shall assess the COUNTY a proportionate share of the remaining debt service costs.
12. COUNTY agrees to pay their corresponding percentage of the semi-annual debt service for the capacity reservation associated with the shared transmission and treatment facilities. In July of each year, CITY shall send an invoice to the COUNTY for debt service costs for funds obtained through any legally issued Bond, loan or other debt instrument. The COUNTY shall pay the undisputed amounts of any invoice received from CITY for such costs within thirty (30) days of receipt thereof.
13. The CITY shall address any emergencies or unforeseen costs with respect to the CITY's WWTP. Any expenditure to address such emergencies shall be reported to the COUNTY within thirty (30) days after the cost is determined. The COUNTY shall submit payment within two weeks to the CITY for its percentage per this agreement from an estimate provided by the CITY. The CITY must submit a copy of the paid invoice after the work is completed to close out each emergency expense. Any overpayment or underpayment by the COUNTY shall be rectified by the parties within 30 days of completed emergency projected.
14. If COUNTY decides, during the term of this Agreement, to seek alternative options

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

for treating the COUNTY's wastewater and eliminates flows to the CITY, the CITY can regain full use of all capacity given up by the COUNTY without compensation. In the event the COUNTY wishes to remove all or a portion of its flows purchased via impact fees, after execution of this Agreement, the CITY may regain that portion of the capacity given up by the COUNTY by reimbursing the COUNTY of up to seventy-five (75) percent of the associated impact fees paid for said capacity based on straight line depreciation of the financed assets.

15. If the CITY deems it necessary to impose a moratorium upon additional flows to the WWTP, the COUNTY will also be required to place a moratorium on their flows from the COUNTY and halt sewer permit issuance. The lifting of any moratorium implemented by the CITY will also lift the moratorium for the COUNTY.
16. Each party hereto, by a duly authorized representative, shall have the right at any time during business hours to inspect the books and records of the other party to ascertain the correctness of any figures used in computing the liability of any party to any other party. CITY agrees to provide COUNTY an annual budget and audit report for the CITY's shared transmission facilities, the WWTP and the biosolids operations.
17. During the term of this Agreement, the COUNTY shall sample the district pumping stations (Blades PS45 and Bridgeville) according to the Schedule detailed below.

Pollutant	Sample Type	Sample Schedule
BOD	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
TSS	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
TKN	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

Ammonia as N	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
Nitrate+Nitrite as N	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
Total Phosphorus	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
Copper, Zinc	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
pH	Grab	Blades: Once / Month Bridgeville: Once / Month
Seaford Local Limits Scan	24hr flow proportioned composite	Blades: Once / Year Bridgeville: Once / 3 Months

The COUNTY shall sample for other constituents at the request of the CITY, if just cause is given. The COUNTY shall compile and report all results of these tests each month along with the flow report data. This report shall be submitted to the CITY no later than the 10th day of the subsequent month for use in calculating the monthly billing cycle. The results of any monitoring performed beyond the requirements of this agreement shall also be reported. The CITY shall be granted access to the COUNTY's collection system and/or pumping stations for its own monitoring.

18. CITY will notify COUNTY if chronic permit compliance problems are experienced at CITY's Wastewater Treatment Facilities including biosolids operations. If such problems are experienced due to wastewater conveyed by the COUNTY, then COUNTY will take immediate steps to remedy any situation, which causes such problems. If COUNTY is unable to remedy such situations, COUNTY may be required to install a pretreatment system to reduce wastewater constituents exceeding the "Wastewater Quality Criteria" attached hereto as Exhibit A.

19. It is mutually agreed by the parties hereto that to the extent permitted by law, each of them shall indemnify and hold harmless the other party, including its elected and

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

appointed officials, servants, agents and/or employees against all losses, costs or damages on account of any bodily injury or property damage occurring in the performance of this Agreement due to the negligence of the indemnifying party, its respective servants, agents, and/or employees, or resulting from the failure of the WWTP, and facilities leading thereto, to function properly because of such negligence. To the fullest extent permitted by law, CITY waives any right of recovery from COUNTY and its elected and appointed officials, servants, agents, and/or employees for any loss of or damage to the WWTP (including any consequential loss that may result), regardless of the cause of origin, including the negligence of the COUNTY and, its elected and appointed officials, servants, agents and/or employees, to the extent covered by required insurance. CITY shall advise its property insurer(s) of the foregoing and such waiver shall be permitted under any property insurance policies maintained by CITY.

20. The CITY agrees to secure and maintain, at its own expense, all risk (special form) property and extra expense insurance, equipment breakdown insurance including extra expense insurance on the WWTP including biosolids and commercial general liability insurance with insurers authorized and qualified to do business under the laws of the State of Delaware against loss or damage, fire and other risk and casualty. The property insurance should provide for a limit of liability not less than 100 percent of the insurable replacement cost of the Treatment Plant and/or Compost area and the extra expense insurance coverages should have a limit of not less than \$500,000 each occurrence. The commercial general liability insurance should have a limit of not less than \$1,000,000 each occurrence with

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

General Aggregate and Products Completed Aggregate limits of not less than \$2,000,000 each. CITY agrees to add COUNTY, its respective elected and appointed officials, servants, agents, and/or employees as additional insured on CITY's extra expense and commercial general liability insurance. Immediately after any loss or damage to the treatment plant, or any part thereof, the CITY will commence and duly prosecute the repair, replacement or reconstruction of the damages or destroyed portion of the treatment plant, compost area, and wastewater conveyance system according to the plans and specifications therefore prepared by its consulting engineers. The COUNTY shall secure and maintain, at its own expense, commercial general liability insurance with limits equal to those required of CITY and the CITY shall be listed as an additional insured on all pertinent County policies.

21. Analysis of Wet-weather Impacts. In recognition of CITY's offer to correct any wet-weather impacts outside of the shared transmission and conveyance facilities at the CITY's expense the COUNTY previously agreed to contribute to the evaluation costs on a flow proportional basis not to exceed \$20,000.00.
22. Extension of Fiber Communications. In recognition of CITY's offer to relocate the connection point, the COUNTY previously agreed to contribute to the labor and material cost of extending fiber optic cable to pump station no. 16 on a flow proportional basis not to exceed \$80,000.00.
23. Maintenance Cooperation. Both parties previously agreed on the benefit of collocating a COUNTY maintenance facility at an existing CITY facility. The COUNTY maintenance facility, which was part of the State funded project, will

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

primarily serve the Unified Sanitary Sewer District's assets, but can be made available to assist the CITY's forces as needed.

24. The following positions shall be notified by phone within 24 hours and in writing within 5 days in relation to any violation of this Agreement:

For the CITY,

City Manager	(302) 629-9173	414 High Street	Seaford, DE 19973
Public Works Director	(302) 629-8307	414 High Street	Seaford, DE 19973
Operations Coordinator	(302) 629-8340	403 Nanticoke Ave.	Seaford, DE 19973
Non-business hours: Seaford Police Dept.	(302) 629-6644	300 Virginia Avenue	Seaford, DE 19973

For the COUNTY,

County Administrator	302-855-7742
County Engineer	302-855-7370
Director of Environmental Services	302-855-7730
Non-business hours	302-855-7803

It is mutually agreed by the parties hereto, that the terms of this Agreement shall be binding not only upon the parties hereto, but also upon their respective successors and assigns.

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper corporate officers and their respective corporate seals to be hereto affixed, the day and year first above written.

CITY of SEAFORD

By: _____
Matt MacCoy, Mayor
City of Seaford

Attest: _____
Secretary

SUSSEX COUNTY

By: Michael H. Vincent
Michael H. Vincent, President,
Sussex County Council

Attest: Tina Tuma
Clerk, Sussex County Council

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this ____ day of _____, 2024,
personally appeared before me, the Subscriber, a Notary Public for the State and
County aforesaid, Matt MacCoy , Mayor of the City of Seaford, a municipal corporation
of the State of Delaware, party to the foregoing Indenture, known to me personally to
be such, and acknowledged said Indenture to be his act and Deed and the act and
Deed of the said corporation; that the signature of the Mayor thereto is in his own
proper handwriting; that the seal affixed is the common and corporate seal of the
corporation, duly affixed by its authority; and that his act of signing, sealing,
acknowledging and delivering said Indenture was first duly authorized by resolution of
the City Council of said municipal corporation.

Given under my hand and seal of office the day and year aforesaid.

Notary Public

Printed Name of Notary

My Commission Expires:

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 29th day of October, 2024, personally appeared before me, the subscriber, a Notary Public for the State and County aforesaid, Michael H. Vincent, President of the Sussex County Council for Sussex County, Delaware, a political subdivision of the State of Delaware, party to the foregoing Indenture, known to me personally to be such, and acknowledged said Indenture to be his act and Deed and the act and Deed of the said political subdivision; that the signature of the President thereto is in his own proper handwriting; that the seal affixed is the common and corporate seal of the political subdivision, duly affixed by its authority; and that his act of signing, sealing, acknowledging and delivering said Indenture was first duly authorized by Sussex County Council.

Given under my hand and seal of office the day and year aforesaid.

Barbara L. Albright
Notary Public

Barbara L. Albright
Printed Name of Notary

My Commission Expires:

07/21/28



Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

EXHIBIT A

WASTEWATER QUALITY CRITERIA

All wastewater delivered to the CITY by the COUNTY shall be subject to the following standards:

1. No storm water, surface water, ground water, cooling water or other unpolluted waters.
2. The average concentration of BOD, TSS, TKN, NH₃-N and TP discharged to the City's sewer system shall be in accordance with "domestic wastewater" concentrations as defined in the City's Sewer Use Ordinance Section 11.1.4. A surcharge may be assessed and charged to the COUNTY when these parameters exceed normal domestic wastewater strength according to Section 11.7.7 of the City's Sewer Use Ordinance.
3. pH shall range between 6 s.u. and 9 s.u.
4. Average temperature shall range between 50 degrees F. and 70 degrees F., with maximum instantaneous temperature never to exceed 104 degrees F.
5. Fog, oil and grease fats, and wax shall not exceed 30 parts per million average and 100 parts per million peak.
6. The following substances are prohibited:
 - a. Hauled waste -- including septage, portable toilet waste, and industrial waste which are not regulated by the City of Seaford's Pretreatment Program.
 - b. Gasoline or any other flammable or explosive liquid, solid or gas - none.
 - c. Malodorous or toxic gases or vapors - none.
 - d. Garbage - only portions which pass through pump station.
 - e. Solid, semi-solid, or viscous substances capable of obstructing pipelines or interfering with treatment processes - none.
 - f. Pickling wastes or plating solutions - none.

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

- g. Minerals - only to the extent tolerable to the normal treatment process.
 - h. Radioactive materials - none
 - i. Toxic substances shall not exceed the Maximum Allowable Headworks Concentrations (MAHCs) calculated by the CITY. The concentrations shall be determined based on the total wastewater flow entering the POTW and the Maximum Allowable Headworks Loading (MAHL) established in most recently approved local limits evaluation. The CITY shall provide timely updates or revisions to these concentrations as they are adopted. These concentrations are considered "daily maximum" concentrations based on a 24-hr composite sample.
 - j. Any other solid, liquid or gaseous substances which has an adverse effect on transmission, treatment, or disposal of wastewater or is in violation of State or Federal Statutes or regulations - none.
7. "Average," as used hereinbefore, shall be defined as the monthly mean value, as determined by totaling the individual sampling results and dividing that value by the number of samples taken during the month in question.
8. "Peak", as used hereinbefore, shall be defined as a parameter value which has duration of 15 minutes or longer on any given day, as determined by sampling and testing.

NB# 12
11/12/24
RED LINE

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

The Agreement for Services is made and entered this day of _____
_____, 2024 ("Effective Date"), by and between THE CITY OF SEAFORD, a
municipality of the State of Delaware (hereinafter referred to as "CITY"), and SUSSEX
COUNTY, a political subdivision of the State of Delaware (hereinafter referred to as
"COUNTY").

WHEREAS, the CITY owns and operates a wastewater treatment plant located
on Nanticoke Avenue in Seaford, Delaware to be referred to as the "WWTP;" and

WHEREAS, City and the County previously entered into an agreement to allow
the County to transmit sanitary sewage from the Blades Area of the Sussex County
Unified Sanitary Sewer District to the WWTP for treatment and disposal, which was
last amended by the parties on January 24, 2017; and

WHEREAS, the County proposes to convey sanitary sewage emanating from
the collection systems of the Western Sussex and Blades Areas of the Unified Sanitary
Sewer District to the CITY's sanitary sewer system for treatment at the WWTP; and

WHEREAS the CITY wishes to grant the COUNTY the privilege of discharging
wastewater from the Unified Sanitary Sewer District of Sussex County into the
wastewater facilities of the CITY; and

WHEREAS, the parties hereto desire to terminate all prior agreements and to
substitute in-lieu thereof this Agreement between them relating to all areas of the
Unified Sanitary Sewer District discharging to the CITY's WWTP.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter
expressed, the parties hereto agree as follows:

Wastewater Service Agreement
between
City of Seaford & Sussex County Unified Sanitary Sewer District

1. For the purposes of the Agreement, it is mutually agreed by the parties hereto that the following definitions shall apply unless the context indicates to the contrary:

- (a) Wastewater shall be defined as liquid waste delivered by the COUNTY to the CITY with characteristics generally recognized as those associated with normal domestic sewage conforming fully with the CITY's sewer use ordinance (SUO) and the requirements of "Wastewater Quality Criteria" attached hereto as Exhibit A.
- (b) Treatment shall be deemed to include those processes as are necessary to provide an effluent from the WWTP to fully comply with the National Pollutant Discharge Elimination System (NPDES) permit(s) issued by the State of Delaware.
- (c) Average Daily Flow (ADF) of the combined District areas shall be defined as the total monthly flow measured at the COUNTY'S pump stations divided by the number of days in said month.
- (d) District shall mean the Unified Sanitary Sewer District of Sussex County as shown on Exhibit B1 and B2, except that the COUNTY may enlarge or revise the boundaries of the District in accordance with the provisions of Chapter 65, Title 9, Delaware Code Annotated, without the necessity for further modification of the description contained herein. The COUNTY shall coordinate expansion or revision of the District boundaries with the CITY in accordance with the certified comprehensive land use plans of the CITY and the COUNTY.
- (e) Moratorium shall mean an authorized period of delay in the contribution

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of flows to the CITY's WWTP.

- (f) Equivalent Dwelling Unit (EDU) shall mean an arbitrary term used to express the volume based, load-producing effects on the sewer system caused by one average sized residential dwelling contributing 250 gallons per day of wastewater.
- (g) Shared Transmission System shall mean collector gravity pipelines and pump station(s) with pressurized pipelines owned by CITY and used to convey both COUNTY and CITY wastewater to the WWTP.

2. CITY agrees to accept for conveyance and treatment the wastewater of COUNTY pursuant to the terms of this Agreement; provided however, that CITY reserves the right to refuse to accept any wastewater which does not comply with the limits of Exhibit A attached hereto.
3. COUNTY agrees to the Interjurisdictional Agreement for Industrial Pretreatment explained in Exhibit D attached hereto. The COUNTY will add and adopt the following language into their Sewer Use Ordinance (SOU). ***"Users who discharge into the SCUSSD shall be subject to the rules and regulations pursuant to the City of Seaford SUO Chapter 6, Title 7, Chapter 60, Section 6033 of the DE Code and 40 CFR Part 403 of the Federal Code."*** This language will give the CITY legal authority to enforce the CITY'S Pretreatment Program as described in Exhibit D in the SCUSSD.
4. ~~It is mutually agreed by the parties hereto that this Agreement shall become~~
effective upon its execution and delivery by the parties hereto and shall remain in effect for twenty (20) years, unless sooner terminated by mutual agreement of both

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parties hereto.

5. COUNTY will operate and maintain District pump stations and transmission mains, to the connection points with the CITY's manhole on the north side of the Nanticoke River, on Nanticoke Avenue and on the east side of US RT-13 at the CITY's pump station no. 16, or any other points of connection which may be established in the future by the mutual agreement of both parties.
6. COUNTY will install a magnetic flow meters at each pump station, recording wastewater volume delivered by COUNTY to the CITY. All measurements of County's sewage flow, as required by this Agreement, shall be performed under a monitoring program conducted and paid for by the COUNTY. The results of all flow measurements shall be provided to both parties monthly. The metering devices utilized to measure COUNTY's volumes flow shall be calibrated annually by an independent testing agency. The results of the calibrations shall be made available to CITY. If the calibration reveals a discrepancy greater than five percent (5%), the monthly sewer billing for operational costs to the COUNTY shall be adjusted (up or down) in the amount of the discrepancy for a three (3) month period immediately preceding the calibration. No action shall be taken for metering devices within five percent (5%) accuracy. Billing or credit adjustments shall be made on the next billing period immediately following the discovery of the metering discrepancy unless the parties agree otherwise.
7. CITY agrees to accept the COUNTY's wastewater flows at the connection points up to the quantity limits set forth in the Agreement and treat COUNTY's wastewater to a degree sufficient to enable the final effluent to comply with the

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WWTP's NPDES Permit and to dispose of such treated effluent in compliance with said NPDES Permit and any other applicable laws, regulations, or policies.

8. CITY shall reserve ADF treatment capacity for the COUNTY at the WWTP not to exceed forty percent (40%) of the design capacity, with an instantaneous maximum flow of two (2) times the COUNTY's treatment capacity on a gallons per minute basis. This percentage shall apply to the is true for the current two (2) MGD plant and the future three (3) MGD plant once constructed. The treatment capacity may be reevaluated ten (10) years after the effective date of this agreement by request from either the COUNTY or CITY. of approximately 75,000 gallons per day at the execution of this Agreement and an additional capacity of approximately 275,000 at the commencement of wastewater contributions from the Western Sussex Area for perpetual use by the COUNTY.

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9. ~~After commencement of wastewater contributions from the Western Sussex Area,~~ The COUNTY shall make secure additional capacity through payment of CITY's sewer impact fees for new units to be connected on and equivalent dwelling unit basis. Impact fee shall be based upon the City of Seaford Municipal Code Section 11-23 –11-28. CITY will annually provide to COUNTY the impact fee rate amount applicable by June 1, preceding the upcoming fiscal year beginning July 1. Impact fees shall be payable to the CITY the first day of each quarter based on COUNTY sewer permit issuance, except for any of the legacy obligations assumed by the COUNTY with regards to Passwaters Farm, LLC and Bridgeville Park Center, LLC which stand at approximately 350 EDUs at execution of this Agreement. The EDU associated with the legacy issues shall be tracked separately by the COUNTY and

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accounted for annually until exhausted.

10. COUNTY agrees to pay CITY, *monthly*, its share of operational expenses related to the shared transmission and treatment facilities.

- (a) Such share shall be determined by dividing the actual metered monthly flow discharged from COUNTY's District to the CITY's system by the total gallons metered monthly as discharged from the WWTP and multiplying that factor by the total operating expenses of the shared transmission and treatment facilities for that month.
- (b) Operational expenses shall include actual costs and expenses relating to operations, capital, repair, and maintenance, including the solar power facility at 8000 Herring Run Road, labor, materials and supplies that relate to the CITY's operation of the shared transmission and treatment facilities.
- (c) The operational costs shall also include a ten (10) percent administrative charge calculated using the total COUNTY's operations and maintenance charges for the billing period. In addition, the generated kWh electrical production of the solar power facility and shall be credited against the total electrical consumption of the WWTP.
- (d) COUNTY agrees that a treatment surcharge may be added to the monthly charges for wastewater which does not comply with the Wastewater Criteria described in Exhibit A.
- (e) COUNTY agrees in the event wastewater discharged from the COUNTY's District into the treatment plant exceeds or violates the limits indicated in Exhibit A, and/or which will require special handling or treatment, the total

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costs for providing such special handling or treatment shall be determined by the CITY and shall be borne solely by the COUNTY.

11. Debt service associated with the 2016 Delaware Water Pollution Control Revolving Fund Loan shall be paid for by the CITY with proceeds from the sale of SREC's. Should this revenue not be adequate to meet the required debt service needs of the facility the CITY shall assess the COUNTY a proportionate share of the remaining debt service costs.

12. COUNTY agrees to pay their corresponding percentage of the semi-annual debt service for the capacity reservation semi-annual debt service associated with the shared transmission and treatment facilities. ~~on a flow proportional basis by dividing the actual metered annual flow discharged from COUNTY's District to the CITY's system by the total gallons metered annually as discharged from the WWTP and multiplying that factor by the annual future debt service of the shared transmission and treatment facilities for the immediately preceding year.~~ In ~~July~~ January of each year CITY shall send an invoice to the COUNTY for debt service costs for funds obtained through any legally issued Bond, loan or other debt instrument. The ~~COUNTY~~ County shall pay the undisputed amounts of any invoice received from CITY for such costs within thirty (30) days of receipt thereof.

~~12.13. The COUNTY shall contribute annually to the Reserve Account in an amount determined by the CITY to be necessary to establish and maintain a Reserve Account as set forth herein. The total Reserve Account maintained by the CITY may not exceed five percent (5%) of the replacement value of the CITY's WWTP. In July of each year CITY shall send an invoice to the COUNTY for the COUNTY's~~

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~~proportionate share of this Reserve Account based on the COUNTY's actual flow to the WWTP during the previous year. The CITY shall utilize the funds in the Reserve to address any emergencies or unforeseen costs with respect to the CITY's WWTP. Any expenditure from this account to address such emergencies shall be reported to the COUNTY within thirty (30) days after the cost is incurred and/or before the withdrawal from the Reserve Account is made, whichever first occurs.~~ determined. The COUNTY shall submit payment within two weeks to the CITY for its percentage per this agreement from an estimate provided by the CITY. The CITY must submit a copy of the paid invoice after the work is completed to close out each emergency expense. Any overpayment or underpayment by the COUNTY shall be rectified by the parties within 30 days of completed emergency projected.

~~13.14.~~ If COUNTY decides, during the term of this Agreement, to seek alternative options for treating the COUNTY's wastewater and eliminates flows to the CITY, the CITY can regain full use of all capacity given up by the COUNTY without compensation. In the event the COUNTY wishes to remove all or a portion of its flows purchased via impact fees, after execution of this Agreement, the CITY may regain that portion of the capacity given up by the COUNTY by reimbursing the COUNTY of up to seventy-five (75) percent of the associated impact fees paid for said capacity based on straight line depreciation of the financed assets.

~~14.15.~~ If the CITY deems it necessary to impose a moratorium upon additional flows to the WWTP, the COUNTY will also be required to place a moratorium on their flows from the COUNTY and halt sewer permit issuance. The lifting of any

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moratorium implemented by the CITY will also lift the moratorium for the COUNTY.

~~16.16.~~ Each party hereto, by a duly authorized representative, shall have the right at any time during business hours to inspect the books and records of the other party to ascertain the correctness of any figures used in computing the liability of any party to any other party. CITY agrees to provide COUNTY an annual budget and audit report for the CITY's shared transmission facilities, the WWTP and the biosolids operations.

~~16.17.~~ During the term of this Agreement, the COUNTY shall sample the District pumping stations (Blades PS45 and Bridgeville) according to the Schedule detailed below.

Pollutant	Sample Type	Sample Schedule
BOD	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
TSS	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
TKN	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
Ammonia as N	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
Nitrate+Nitrite as N	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
Total Phosphorus	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
Copper, Zinc	24hr flow proportioned composite	Blades: Once / Month Bridgeville: Once / Month
pH	Grab	Blades: Once / Month Bridgeville: Once / Month
Seaford Local Limits Scan	24hr flow proportioned composite	Blades: Once / Year Bridgeville: Once / 3 Months

The COUNTY shall sample for other constituents at the request of the CITY, if just cause is given. The COUNTY shall compile and report all results of these tests each month along with the flow report data. This report shall be submitted to the CITY no later than the 10th day of the subsequent month for use in calculating the

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monthly billing cycle. The results of any monitoring performed beyond the requirements of this agreement shall also be reported. The CITY shall be granted access to the COUNTY's collection system and/or pumping stations for its own monitoring.

~~17.18.~~ CITY will notify COUNTY if chronic permit compliance problems are experienced at CITY's Wastewater Treatment Facilities including biosolids operations. If such problems are experienced due to wastewater conveyed by the COUNTY, then COUNTY will take immediate steps to remedy any situation, which causes such problems. If COUNTY is unable to remedy such situations, COUNTY may be required to install a pretreatment system to reduce wastewater constituents exceeding the "Wastewater Quality Criteria" attached hereto as Exhibit A.

~~18.19.~~ It is mutually agreed by the parties hereto that to the extent permitted by law, each of them shall indemnify and hold harmless the other party, including its elected and appointed officials, servants, agents and/or employees against all losses, costs or damages on account of any bodily injury or property damage occurring in the performance of this Agreement due to the negligence of the indemnifying party, its respective servants, agents, and/or employees, or resulting from the failure of the WWTP, and facilities leading thereto, to function properly because of such negligence. To the fullest extent permitted by law, CITY waives any right of recovery from COUNTY and its elected and appointed officials, servants, agents, and/or employees for any loss of or damage to the WWTP (including any consequential loss that may result), regardless of the cause of origin, including the negligence of the COUNTY and, its elected and appointed officials, servants, agents and/or

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employees, to the extent covered by required insurance. CITY shall advise its property insurer(s) of the foregoing and such waiver shall be permitted under any property insurance policies maintained by CITY.

~~19-20.~~ The CITY agrees to secure and maintain, at its own expense, all risk (special form) property and extra expense insurance, equipment breakdown insurance including extra expense insurance on the WWTP including biosolids and commercial general liability insurance with insurers authorized and qualified to do business under the laws of the State of Delaware against loss or damage, fire and other risk and casualty. The property insurance should provide for a limit of liability not less than 100 percent of the insurable replacement cost of the Treatment Plant and/or Compost area and the extra expense insurance coverages should have a limit of not less than \$500,000 each occurrence. The commercial general liability insurance should have a limit of not less than \$1,000,000 each occurrence with General Aggregate and Products Completed Aggregate limits of not less than \$2,000,000 each. CITY agrees to add COUNTY, its respective elected and appointed officials, servants, agents, and/or employees as additional insured on CITY's extra expense and commercial general liability insurance. Immediately after any loss or damage to the treatment plant, or any part thereof, the CITY will commence and duly prosecute the repair, replacement or reconstruction or the damages or destroyed portion of the treatment plant, compost area, and wastewater conveyance system according to the plans and specifications therefore prepared by its consulting engineers. The COUNTY shall secure and maintain, at its own expense, commercial general liability insurance with limits equal to those

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required of CITY and the CITY shall be listed as an additional insured on all pertinent County policies.

20-21. The following positions shall be notified by phone within 24 hours and in writing within 5 days in relation to any violation of this Agreement:

For the CITY,

City Manager	(302) 629-9173	414 High Street	Seaford, DE 19973
Public Works Director	(302) 629-8307	414 High Street	Seaford, DE 19973
Operations Coordinator	(302) 629-8340	403 Nanticoke Ave.	Seaford, DE 19973
Non-business hours: Seaford Police Dept.	(302) 629-6644	300 Virginia Avenue	Seaford, DE 19973

a. For the COUNTY,

County Administrator	302-855-7742
County Engineer	302-855-7718
Director of Environmental Services	302-855-7730
Non-business hours	302-855-7803

It is mutually agreed by the parties hereto that the terms of this Agreement shall be binding not only upon the parties hereto, but also upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper corporate officers and their respective corporate seals to be

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hereto affixed, the day and year first above written.

CITY of SEAFORD

By: _____
~~Matt MacCoy~~David Genshaw, Mayor
City of Seaford

Attest: _____
Secretary

SUSSEX COUNTY

By: _____
Michael H. Vincent, President,
Sussex County Council

Attest: _____
Clerk, Sussex County Council

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STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this ____ day of _____, 20~~24~~¹⁸,
personally appeared before me, the Subscriber, a Notary Public for the State and
County aforesaid, Matt MacCoy~~David Genshaw~~ , Mayor of the City of Seaford, a
municipal corporation of the State of Delaware, party to the foregoing Indenture, known
to me personally to be such, and acknowledged said Indenture to be his act and Deed
and the act and Deed of the said corporation; that the signature of the Mayor thereto
is in his own proper handwriting; that the seal affixed is the common and corporate
seal of the corporation, duly affixed by its authority; and that his act of signing, sealing,
acknowledging and delivering said Indenture was first duly authorized by resolution of
the City Council of said municipal corporation.

Given under my hand and seal of office the day and year aforesaid.

Notary Public

Printed Name of Notary

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My Commission Expires:

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STATE OF DELAWARE :
 : ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this _____ day of _____,
202418, personally appeared before me, the subscriber, a Notary Public for the State
and County aforesaid, Michael H. Vincent, President of the Sussex County Council for
Sussex County, Delaware, a political subdivision of the State of Delaware, party to the
foregoing Indenture, known to me personally to be such, and acknowledged said
Indenture to be his act and Deed and the act and Deed of the said political subdivision;
that the signature of the President thereto is in his own proper handwriting; that the
seal affixed is the common and corporate seal of the political subdivision, duly affixed
by its authority; and that his act of signing, sealing, acknowledging and delivering said
Indenture was first duly authorized by Sussex County Council.

Given under my hand and seal of office the day and year aforesaid.

Notary Public

Printed Name of Notary

My Commission Expires:

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EXHIBIT A

WASTEWATER QUALITY CRITERIA

All wastewater delivered to the CITY by the COUNTY shall be subject to the following standards:

1. No storm water, surface water, ground water, cooling water or other unpolluted waters.
2. The average concentration of BOD, TSS, TKN, NH₃-N and TP discharged to the City's sewer system shall be in accordance with "domestic wastewater" concentrations as defined in the City's Sewer Use Ordinance Section 11.1.4. A surcharge may be assessed and charged to the COUNTY when these parameters exceed normal domestic wastewater strength according to Section 11.7.7 of the City's Sewer Use Ordinance.
3. pH shall range between 6 s.u. and 9 s.u.
4. Average temperature shall range between 50 degrees F. and 70 degrees F., with maximum instantaneous temperature never to exceed 104 degrees F.
5. Fog, oil and grease fats, and wax shall not exceed 30 parts per million average and 100 parts per million peak.
6. The following substances are prohibited:
 - a. Hauled waste -- including septage, portable toilet waste, and industrial waste which are not regulated by the City of Seaford's Pretreatment Program.
 - b. Gasoline or any other flammable or explosive liquid, solid or gas - none.
 - c. Malodorous or toxic gases or vapors - none.
 - d. Garbage - only portions which pass through pump station.
 - e. Solid, semi-solid, or viscous substances capable of obstructing pipelines or interfering with treatment processes - none.
 - f. Pickling wastes or plating solutions - none.

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- g. Minerals - only to the extent tolerable to the normal treatment process.
 - h. Radioactive materials - none
 - i. Toxic substances shall not exceed the Maximum Allowable Headworks Concentrations (MAHCs) calculated by the CITY. The concentrations shall be determined based on the total wastewater flow entering the POTW and the Maximum Allowable Headworks Loading (MAHL) established in most recently approved local limits evaluation. The CITY shall provide timely updates or revisions to these concentrations as they are adopted. These concentrations are considered "daily maximum" concentrations based on a 24-hr composite sample.
 - j. Any other solid, liquid or gaseous substances which has an adverse effect on transmission, treatment, or disposal of wastewater or is in violation of State or Federal Statutes or regulations - none
7. "Average," as used hereinbefore, shall be defined as the monthly mean value, as determined by totaling the individual sampling results and dividing that value by the number of samples taken during the month in question.
8. "Peak", as used hereinbefore, shall be defined as a parameter value which has duration of 15 minutes or longer on any given day, as determined by sampling and testing.