

**AGENDA**  
**REGULAR MEETING OF THE MAYOR AND COUNCIL**  
**October 12, 2021**  
**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](http://www.seafordde.com/meetinglivefeed)
- On Facebook: [www.Facebook.com/cityofseaford](http://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/meetings\\_and\\_agendas](http://www.seafordde.com/meetings_and_agendas)

Comments and questions may be emailed to:  
[Councilinfo@seafordde.com](mailto:Councilinfo@seafordde.com)

- 7:00 P.M.** - Mayor David Genshaw calls the Regular Meeting to order.
- Invocation
  - Pledge of Allegiance to the Flag of the United States of America.
  - Executive Session - Negotiations
  - Changes to the agenda for this meeting.
  - Approval of minutes of the regular meeting on September 28, 2021.

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

**CORRESPONDENCE:**

- 1.

**NEW BUSINESS:**

1. Present for approval a Remediating Opioids Across Delaware through State-Municipal Abatement Partnership ("ROADS MAP") Agreement; State-Subdivision Agreement Pursuant to the Opioid Settlement Agreements for the State of Delaware and permit the Mayor to execute the documentation on Seaford's behalf.
2. Present for approval a deed of easement between the City of Seaford (Grantor) and Heritage Village Association and the Sussex

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Conservation District (Grantees) to install storm water piping on SCTM# 531-10.00-207.01 & 209.00.

3. Present for approval information pertaining to the City of Seaford's participation in a pooled legal resource fund to provide shared legal services to ensure American Rescue Plan Act (ARPA) compliance and permit the City Manager to execute an engagement letter with the firm of Barnes and Thornburg, LLP to participate in the ARPA legal Services fund program.
4. Present for a first reading proposed changes to Chapter 15, Zoning, Division 3, C-3 Riverfront Enterprise Zone, Section 15-48c Uses by Right, (a) (6) and (c) Prohibited Uses (a) (7), (8) and (9) of the Municipal Code of the City of Seaford, to prohibit medical offices or clinics for the treatment of substance abuse or dispensing of medications for the treatment of substance abuse and medical or recreational marijuana dispensaries and or use facilities in the C-3 District (downtown area).
5. Bids - (2) Two 2022, ½ Ton 4x4 Pickup Trucks.
6. Present for approval a budget overrun request for carpet installation at the GMB Office building located at 400 High Street.

**OLD BUSINESS:**

1. Present for a second reading an ordinance to be added to Chapter 8 -Morals and Conduct of the City Municipal Code: Article 9, an ordinance relative to abortion to establish a process for the disposition of fetal remains from pregnant women seeking abortion within the City of Seaford.
2. Present for a second reading proposed changes to Chapter 6, Article 2 of the Municipal Code of the City of Seaford, Electric Rules and Regulations; Definitions; e) Residence, (1) and (2), Section 9; Meter Installation, Power Factor and Demand Determination a) Meters, 1) and 2); placing the cost of electric metering equipment supplied by the City of Seaford on the property owner/developer for multi-family residences. Proposed charges to become effective January 1, 2022; the City Electric Department will honor estimates that already have been issued to existing property owners/developers.

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**REMINDER OF MEETINGS & SETTING NEW MEETINGS:**

1. City-wide Halloween Trick-or-treating will be held on October 31, 2021 from 6:00 p.m. until 8:00 p.m. for children under 12 years old with proper COVID-19 precautions in place.

**LIAISON REPORTS:**

1. Administration - Councilman Jose Santos
2. Police & Fire - Councilman Dan Henderson
3. Code, Parks and Recreation - Councilman Orlando Holland
4. Electric - Councilman Matt MacCoy
5. Public Works & WWTF - Councilman James King

Mayor Genshaw solicits a motion to hold an Executive Session for the purpose of discussing negotiations.

**EXECUTIVE SESSION:**

1. Negotiations

Mayor Genshaw solicits a motion to adjourn the Executive Session.

Mayor Genshaw reopens the regular Council meeting.

Mayor Genshaw 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: 10/4/2021

Posted by: TNT

**Remediating Opioids Across Delaware through State-Municipal Abatement Partnership (“ROADS MAP”) Agreement**

**State-Subdivision Agreement Pursuant to the Opioid Settlement Agreements for the State of Delaware**

10/12/21  
10/12/21

This Remediating Opioids Across Delaware through State-Municipal Abatement Partnership Agreement is entered into between and among the State of Delaware, *ex rel.* Kathleen Jennings, Attorney General (the “State”) and each Eligible Subdivision that has executed this Agreement. This ROADS MAP Agreement shall be effective only upon the occurrence of both (i) S.B. 166 (as defined below) being signed by the Governor and (ii) the earlier of October 31, 2021 or the last date on which the last Eligible Subdivision becomes a Party.

WHEREAS, the people of the State of Delaware and Delaware communities have been harmed by the opioid epidemic, which was caused, in part, by certain manufacturers of opioids, pharmaceutical distributors and pharmacies (collectively, “**Opioids Defendants**”);

WHEREAS, the State and certain Delaware subdivisions are engaged in litigation seeking to hold certain Opioids Defendants accountable for the damage they have caused;

WHEREAS, the State and the Eligible Subdivisions share a common desire to abate and alleviate the impacts of the Opioids Defendants’ misconduct through the State of Delaware in a coordinated and expeditious manner;

WHEREAS, upon satisfaction of the terms of each of the Settlement Agreements, each will become binding on all Settling States, Participating Subdivisions, and other settling entities party thereto;

WHEREAS, each Settlement Agreement encourages or allows that each Settling State and its respective subdivisions to enter into a State-Subdivision Agreement in order to direct allocation of their portion of the Settlement Fund;

WHEREAS, the 151<sup>st</sup> Delaware General Assembly has passed Senate Bill No. 166 as amended by Senate Amendment No. 1, 83 Del. Laws ch. \_\_\_\_\_ “An Act To Amend Title 16 Of The Delaware Code And The Laws Of Delaware Relating To The Distribution Of Funds From The Prescription Opioid Impact Fee And Court Settlements” (“**S.B. 166**”), which amends Title 16 of the Delaware Code and the Laws of Delaware relating to the distribution of funds from opioid settlements;

WHEREAS, in order to maximize the amount of settlement funds available to Delaware and to ensure a nimble stakeholder-informed process to distribute such funds on a statewide basis, S.B. 166 established the Prescription Opioid Settlement Fund to “hold all monies collected by the State and its subdivisions as a result of the terms of statewide opioid

settlement agreements, judgments, or other recoveries in connection with a defendant's actual or alleged liability for contributing to the opioid crisis in Delaware;"

WHEREAS, each Settlement Agreement, together with this ROADS MAP Agreement, is a "statewide opioid settlement agreement" as defined by S.B. 166;

WHEREAS, S.B. 166 established the Prescription Opioid Settlement Distribution Commission to distribute the Prescription Opioid Settlement Fund;

WHEREAS, pursuant to S.B. 166, money in the Prescription Opioid Settlement Fund may not be used to supplant existing state or local government funding and must be used for activities in 1 of the following categories:

1. For services that remediate the harm caused by opioids.
2. To reduce harm caused by opioids.
3. Consistent with the terms of the settlement, judgment, or other source of monies.

WHEREAS, each Settlement Agreement requires that monies set aside for abatement be used for Opioid Remediation, which is defined as "care, treatment, and other programs and expenditures . . . designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic," and attaches an Exhibit E that provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation, in addition to reasonable related administrative expenses;

WHEREAS, the State and the Participating Delaware Subdivisions enter into this ROADS MAP Agreement with the intent to participate in each Settlement Agreement and have this ROADS MAP Agreement be a "State-Subdivision Agreement" as contemplated by each of the Settlement Agreements (and, in the case of a bankruptcy plan or other Settlement Agreement that uses "Statewide Abatement Agreement" or other similar term to refer to an agreed-upon allocation for opioid abatement funds, the State and the Participating Delaware Subdivisions intend this ROADS MAP Agreement to be a Statewide Abatement Agreement or such other similar term);

WHEREAS, the State and certain litigating Eligible Subdivisions have hired outside counsel with respect to their claims against Opioid Defendants and such counsel may be entitled to attorneys' fees as a result of the finalization of one or both Settlement Agreements;

WHEREAS, it is the intent of the State and those litigating Eligible Subdivisions that their respective outside counsel seek payment of appropriate attorneys' fees directly from the State Outside Counsel Fee Fund and the Attorney Fee Fund, as appropriate, each as established pursuant to the relevant Exhibits of the Settlement Agreements, which in turn shall help ensure that the entire Settlement Fund in Delaware is available for Opioid Remediation;

WHEREAS, in order to ensure that outside counsel for litigating Eligible Subdivisions are eligible for fee awards from the Contingency Fee Fund, a *de minimis* amount of settlement

monies from each Settlement Agreement shall be allocated to the litigating Eligible Subdivisions;

WHEREAS, this ROADS MAP Agreement together with each Settlement Agreement provides the framework for how the settlement funds received by Delaware may be allocated and used to remediate the harm caused by the opioid crisis throughout Delaware;

WHEREAS, the Prescription Opioid Settlement Distribution Commission must comply with all applicable terms of each Settlement Agreement and this ROADS MAP Agreement when disbursing monies derived from such settlements.

NOW, THEREFORE, the State and the Participating Delaware Subdivisions hereby agree as follows:

**1) Definitions**

a) As used in this Agreement:

i) **“Distributor Settlement Agreement”** means that certain settlement agreement dated as of July 21, 2021 setting forth the terms of settlement between and among McKesson Corporation, Cardinal Health, Inc., and AmersourceBergen Corporation, on the one hand, and certain Settling States and certain Participating Subdivisions on the other hand.

ii) **“Eligible Subdivision”** means each of:

- (1) Kent County
- (2) Sussex County
- (3) New Castle County
- (4) City of Dover
- (5) City of Seaford
- (6) City of Newark
- (7) Town of Middletown
- (8) City of Milford
- (9) Town of Smyrna
- (10) City of Wilmington

iii) **“J&J Settlement Agreement”** means that certain settlement agreement dated as of July 21, 2021 setting forth the terms of settlement between and among Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc.,

and Janssen Pharmaceutica, Inc., on the one hand, and certain Settling States and certain Participating Subdivisions on the other hand.

- iv) **“Local Government Committee”** means the committee of the same name established by S.B. 166.
- v) **“Non-Participating Subdivision”** means an Eligible Subdivision that is not a Participating Subdivision.
- vi) **“Participating Delaware Subdivision”** means each Eligible Subdivisions that that is both (i) a signatory to this ROADS MAP Agreement and (ii) a Participating Subdivision as defined in each Settlement Agreement.
- vii) **“Parties”** means the State and each Eligible Subdivision that is a signatory to this ROADS MAP Agreement.
- viii) **“Prescription Opioid Impact Fund”** means the fund of the same name established by S.B. 166.
- ix) **“Prescription Opioid Settlement Fund”** means the fund of the same name established by S.B. 166.
- x) **“Prescription Opioid Settlement Distribution Commission”** means the commission of the same name established by S.B. 166.
- xi) **“ROADS MAP Agreement”** means this Remediating Opioids Across Delaware through State-Municipal Abatement Partnership Agreement, which is a State-Subdivision Agreement as contemplated by and defined in each Settlement Agreement.
- xii) **“Settlement Agreements”** means the Distributor Settlement Agreement, the J&J Settlement Agreement, and any similar agreement (including consent judgments or consent decrees filed or unfiled), entered into after the date of this Agreement, by, between, or among one or more opioid manufacturers, pharmaceutical distributors, or pharmacies, or an affiliate, agent, consultant, or advisor of an opioid manufacturer, pharmaceutical distributor, or pharmacy, relating to the manufacture, distribution, or sale of opioids, in which both the State and an Eligible Subdivision is eligible to directly receive funds under the agreement.

In addition to the foregoing, upon confirmation of the plan in any bankruptcy proceeding for which the State will receive a payment or distribution in connection with claims similar to those released in the Settlement Agreements, which shall include both *In re: Purdue Pharma L.P., et al.*, No. 19-23649 (RDD) (Bankr. S.D. N.Y.) and *In re: Mallinckrodt PLC, et al.*, No. 20-12522 (TTD) (Bankr. D. Del.), such confirmed plan will also become a Settlement Agreement hereunder for purposes of Section 3(c) of this ROADS MAP Agreement.

- xiii) “State” means the State of Delaware, *ex. rel.* Kathleen Jennings, Attorney General
- b) Capitalized terms used and not otherwise defined herein have the meaning given to them in the Settlement Agreements.

**2) Participating Delaware Subdivisions**

- a) Each Eligible Subdivision may become a Participating Delaware Subdivision by (i) executing this ROADS MAP Agreement and (ii) taking the necessary steps under each Settlement Agreement to become a Participating Subdivision. While it is the intent to have all Eligible Subdivisions become Participating Delaware Subdivisions by October 31, 2021, an Eligible Subdivision shall not be precluded from becoming a Participating Delaware Subdivision by taking the foregoing steps after October 31, 2021, so long as both steps are completed prior to the date to become a Participating Subdivision under each Settlement Agreement.
- b) The Local Government Committee shall include each Participating Delaware Subdivision as a member of such committee, unless and until such Participating Delaware Subdivision gives written notice to the Chair of the Local Government Committee that it resigns as a member of such committee.
- c) As contemplated by S.B. 166, the Local Government Committee shall provide recommendations to the Prescription Opioid Settlement Distribution Commission regarding the distribution of money from the Prescription Opioid Settlement Fund and the Prescription Opioid Impact Fund.
- d) A Non-Participating Delaware Subdivision is ineligible to be a member of the Prescription Opioid Settlement Distribution Commission or any committee or subcommittee thereof.

**3) Allocation**

- a) As set forth in both the Distributor Settlement Agreement and the J&J Settlement Agreement, the Settlement Fund shall be comprised of an Abatement Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State.
- b) Further to paragraph V.D.1 of the Distributor Settlement Agreement and paragraph V.I.D.1 of the J&J Settlement Agreement, which each contemplate the reallocation and distribution within Delaware’s account of amounts contained in the Settlement Fund sub-funds per a State-Subdivision Agreement:
  - i) Amounts allocated to the State Fund for Delaware shall be reallocated to the Abatement Accounts Fund for Delaware.
  - ii) Amounts allocated to the Subdivision Fund for Delaware shall be reallocated to the Abatement Accounts Fund for Delaware, *except that* four dollars (\$4.00) from the first relevant payment under each Settlement Agreement shall be held back from such



reallocation and allocated instead 25% to each litigating Eligible Subdivision (*i.e.*, Kent County, Sussex County, City of Dover, and City of Seaford), such that each litigating Eligible Subdivision retains a one dollar (\$1.00) direct allocation under each Settlement Agreement and allows their respective outside counsel to be eligible for attorneys' fee awards from the Contingency Fee Fund.

c) The Abatement Accounts Fund for Delaware (which after the reallocations set forth above shall contain 100% of the amounts contained in the Settlement Fund within Delaware's account, less the four dollars (\$4.00) held back pursuant to paragraph (3)(b)(ii), above), along with any other amounts distributed to Delaware under the Settlement Agreements for purposes of opioid abatement, shall be disbursed to the Prescription Opioid Settlement Fund.

d) As set forth in paragraph VII.H of each of the Distributor Settlement Agreement and the J&J Settlement Agreement, Non-Participating Delaware Subdivisions shall not directly receive any portion of any base or incentive payments, including from the State Fund and direct distributions from the Abatement Accounts Fund. This shall not prevent the Prescription Opioid Settlement Distribution Commission from funding Opioid Remediation that indirectly benefits a Non-Participating Subdivision.

#### 4) Amendments

- a) The Parties agree to make such amendments as necessary to implement the intent of this Agreement.
- b) This Agreement may be amended by written agreement of the Parties.

ACCEPTED AND AGREED TO BY THE UNDERSIGNED:

**State of Delaware ex. rel. Kathleen Jennings, Attorney General**

\_\_\_\_\_  
By: Owen Lefkon, Deputy Attorney General

Date: September \_\_, 2021

**EXECUTION VERSION**

**Kent County**

\_\_\_\_\_  
By: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

**Sussex County**

\_\_\_\_\_  
By: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

**New Castle County**

\_\_\_\_\_  
By: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

**City of Dover**

\_\_\_\_\_  
By: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

**City of Seaford**

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

**City of Newark**

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

**Town of Middletown**

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

**City of Milford**

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

**Town of Smyrna**

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

**City of Wilmington**

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2021



KATHLEEN JENNINGS  
Attorney General

DEPARTMENT OF JUSTICE  
NEW CASTLE COUNTY  
820 NORTH FRENCH STREET  
WILMINGTON, DELAWARE 19801

FRAUD DIVISION (302) 577-8400  
FAX (302) 577-6499

**TO LOCAL POLITICAL SUBDIVISIONS:**

**IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT.  
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.**

**THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.**

**If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.**

After years of negotiations, two proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “Janssen”).

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlement. Delaware has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

### **WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?**

You are receiving this letter because Delaware has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlements. This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

### **WHERE CAN YOU FIND MORE INFORMATION?**

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state. This website will be supplemented as additional documents are created. **You may also obtain Delaware-specific information by reaching out to the Delaware Attorney General's designated contact, Deputy Attorney General Owen LeFkon, at [owen.lefkon@delaware.gov](mailto:owen.lefkon@delaware.gov).**

### **HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?**

**You must go to the national settlement website to register to receive in the coming weeks and months the documentation your subdivision will need to participate in the Settlements (if your subdivision is eligible). All required documentation must be executed and submitted electronically through the website and must be executed using the "DocuSign" service.** As part of the registration process, your subdivision will need to identify, and provide the email address for, the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

**Your unique Subdivision Identification Number to use to register is: ZB1SSA**

### **HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?**

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state's share of the abatement funds is then further allocated within each state according to agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Many states, including Delaware, have or are in the process of reaching an agreement on how to allocate abatement funds within the states. Allocation agreements/legislation and other information about Delaware's allocation agreement or legislation can be found on the national settlement website. The allocation section of the website will be supplemented as more intra-state allocation arrangements are finalized. In Delaware, the relevant documents are:

- Senate Bill 166; and
- The "Remediating Opioids Across Delaware through State-Municipal Abatement Partnership" (ROADS MAP) Agreement.

You may also obtain copies of these Delaware-specific documents by reaching out to the Delaware Attorney General's designated contact, Deputy Attorney General Owen LeFkon, at [owen.lefkon@delaware.gov](mailto:owen.lefkon@delaware.gov).

In reviewing allocation information, please note that while all subdivisions may participate in the Settlements, the proposed State-Subdivision Agreement for Delaware (known as the ROADS MAP Agreement) contemplates that subdivisions will not receive direct payments; instead all abatement funds from the Settlements will be placed in the Prescription Opioid Settlement Fund which shall be overseen by stakeholders statewide, including eligible subdivisions. However, participation by all eligible subdivisions will help maximize the amount of abatement funds being paid in the Settlements, which will be disbursed to communities around Delaware by the Prescription Opioid Settlement Distribution Commission created by Senate Bill 166.

Any questions concerning the status or terms of the state-subdivision agreement, allocation statute, and/or statutory trust in your state, if applicable, can be directed to the Attorney General's Office.

You may be contacted by the Delaware Attorney General's Office with additional information regarding the allocation of settlement funds in Delaware. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex. We want to be sure you have all the information you need to make your participation decision.

#### **WHY YOU SHOULD PARTICIPATE**

A vast majority of states have joined the Settlements, and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry; and

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

#### **NEXT STEPS**

These Settlements require that you take affirmative steps to "opt in" to the Settlements. If you do not act, you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to your state. Under Delaware's ROADS MAP Agreement, if you do not participate you will also be ineligible to be a member of the Prescription Opioid Settlement Distribution Commission created by Senate Bill 166.

First, register your subdivision on the national settlement website so that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.

Second, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms, allocation and other matters. Develop a list of questions for your counsel or the Attorney General's Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process well before the January 2, 2022 deadline to be an initial participating subdivision. Again, the Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state, and we encourage you to discuss the terms and benefits of the Settlements with them.

Third, monitor your email for further communications, which will include a Participation Agreement, the ROADS MAP Agreement, Release, (where applicable) a model Resolution, and instructions on executing using DocuSign. We urge you to view the national settlement website at your earliest convenience. Information and documents regarding the national Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

If you have any questions, please reach out to your counsel or to the Delaware Attorney General's designated contact, Deputy Attorney General Owen Lefkon, at [owen.lefkon@delaware.gov](mailto:owen.lefkon@delaware.gov) or by phone at (302) 683-8888.

Seaford, DE 19973

414 High Street

Charles Anderson City Manager

NPD CK-195-655

Postal Service: Please do not mark barcode

122810017811



**NPD**<sup>6</sup>

National Opioids Settlements  
P.O. Box 43196  
Providence, RI 02940-3196



NB# 2  
10/12/21

TM #: p/o 5-31-10.00-207.01 & 209.00

Prepared by & Return to:  
The Smith Firm, LLC  
8866 Riverside Dr.  
Seaford, DE 19973

NO TITLE EXAMINATION  
REQUESTED OR PERFORMED

## Deed of Easement

**THIS DEED OF EASEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2021,

### BETWEEN

**The City of Seaford**, a municipal corporation of the State of Delaware, having an address for purposes hereof of 414 High St., Seaford, DE 19973, party of the first part, hereinafter "Grantor",

- A N D -

**Heritage Village Association**, an unincorporated subdivision, having an address of 801 Park Dr., Seaford, DE 19973, and **The Sussex Conservation District**, a governmental subdivision of the State of Delaware, having a principal business address of 23818 Shortly Road, Georgetown, DE 19947, collectively parties of the second part, hereinafter referred to collectively as "Grantees".

### WITNESSETH:

**FOR AND IN CONSIDERATION** of the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the Grantor has this day bargained and sold, and by these presents does bargain, sell, convey, transfer, and deliver unto the Grantees a permanent easement and right-of-way, as further detailed below, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may seem fit to construct, maintain and repair underground pipelines and/or mains, and/or open swales or ditches for the purpose of conveying stormwater drainage and/or water over, across, through and under the lands of the Grantor, together with the right to excavate and the duty to refill, as appropriate, ditches and/or trenches for the location of said pipelines and/or mains; the right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said pipelines and/or mains, and/or open swales or ditches; and to keep the easement area perpetually free and clear of all construction including blacktop, garages, storage

sheds, fences, etc., that would obstruct, in any way, the maintenance, repair or replacement of said pipelines and/or mains, and/or open swales or ditches.

A permanent easement is hereby granted, as aforesaid, in the following lands, to-wit:

*See Exhibit A* hereto.

The aforesaid easement may be utilized by Grantees at any time for construction, repair and/or restoration of the easement area and improvements that lie therein. Prior to entry upon the easement area, Grantee shall first notify the owners of the lands upon which the easement lies, that work will be taking place. At the termination of any construction, repair or restoration activities in the easement area, the party utilizing the easement area for permitted activities agrees to restore said areas to a condition at least as good as that which existed as of the date first set forth above, and otherwise agrees to pay the reasonable costs of restoration.

The easement detailed herein shall run with the land and shall inure to the benefit of and be binding upon the parties, and their respective heirs, executors, administrators, successor, and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year aforesaid.

**GRANTOR:**  
**The City of Seaford, Delaware**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
David Genshaw, Mayor

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Charles Anderson, City Manager

**STATE OF DELAWARE** :  
: **SS.**  
**COUNTY OF SUSSEX** :

**BE IT REMEMBERED** that on this \_\_\_ day of \_\_\_\_\_, A.D. 2021, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, **DAVID GENSHAW** and **CHARLES ANDERSON**, Mayor and City Manager, respectively, of **The City of Seaford, Delaware**, party to this indenture, known to me personally to be such, and they acknowledged this indenture to be their act and deed and the duly authorized act and the deed of the said municipal corporation;

**GIVEN** under my Hand and Seal of Office, the day and year aforesaid.

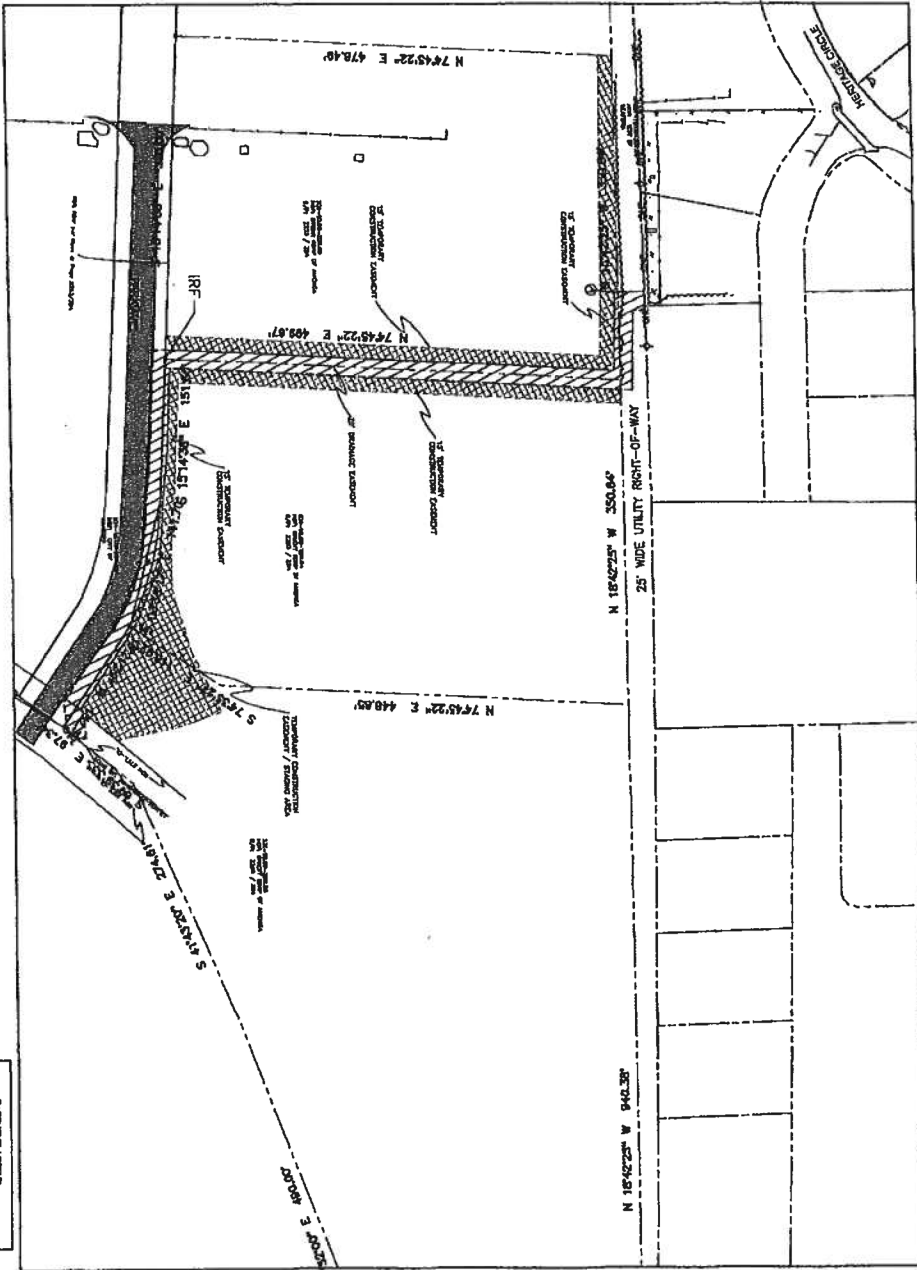
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Typewritten or printed name of Notary Public)

My commission expires: \_\_\_\_\_

# Exhibit A

PROPERTY LINE SURVEY WAS PERFORMED BY PAULCI ENGINEERING ON 7/20/21



**EASEMENT LEGEND**  
 DRAINAGE EASEMENT  
 UTILITY CONDUIT EASEMENT

LEGAL DRAINAGE EASEMENT DESCRIPTIONS FOR EACH UNSHADOWED AREA:

<p>Legal description of a drainage easement located in the city of Seaford, Delaware, bounded by the following: N 74°49'22" E 498.87' to the centerline of the 25' wide utility right-of-way; S 74°49'22" E 498.87' to the centerline of the 25' wide utility right-of-way; S 74°49'22" E 498.87' to the centerline of the 25' wide utility right-of-way; S 74°49'22" E 498.87' to the centerline of the 25' wide utility right-of-way.</p>	<p>Legal description of a drainage easement located in the city of Seaford, Delaware, bounded by the following: N 74°49'22" E 498.87' to the centerline of the 25' wide utility right-of-way; S 74°49'22" E 498.87' to the centerline of the 25' wide utility right-of-way; S 74°49'22" E 498.87' to the centerline of the 25' wide utility right-of-way; S 74°49'22" E 498.87' to the centerline of the 25' wide utility right-of-way.</p>
---	---

**Sussex Conservation District**  
 23818 Sharly Road  
 Georgetown, Delaware 19847  
 302-856-2105  
 Sussexconservation.org

**HERITAGE VILLAGE  
 WATER MANAGEMENT PROJECT  
 SEAFORD, DELAWARE  
 EASEMENT EXHIBIT**

HERITAGE VILLAGE  
WATER MANAGEMENT PROJECT  
SEAFORD, DELAWARE  
EASEMENT EXHIBIT

Sussex Conservation District  
23818 Shortly Road  
Georgetown, Delaware 19947  
302-856-2105  
Sussexconservation.org

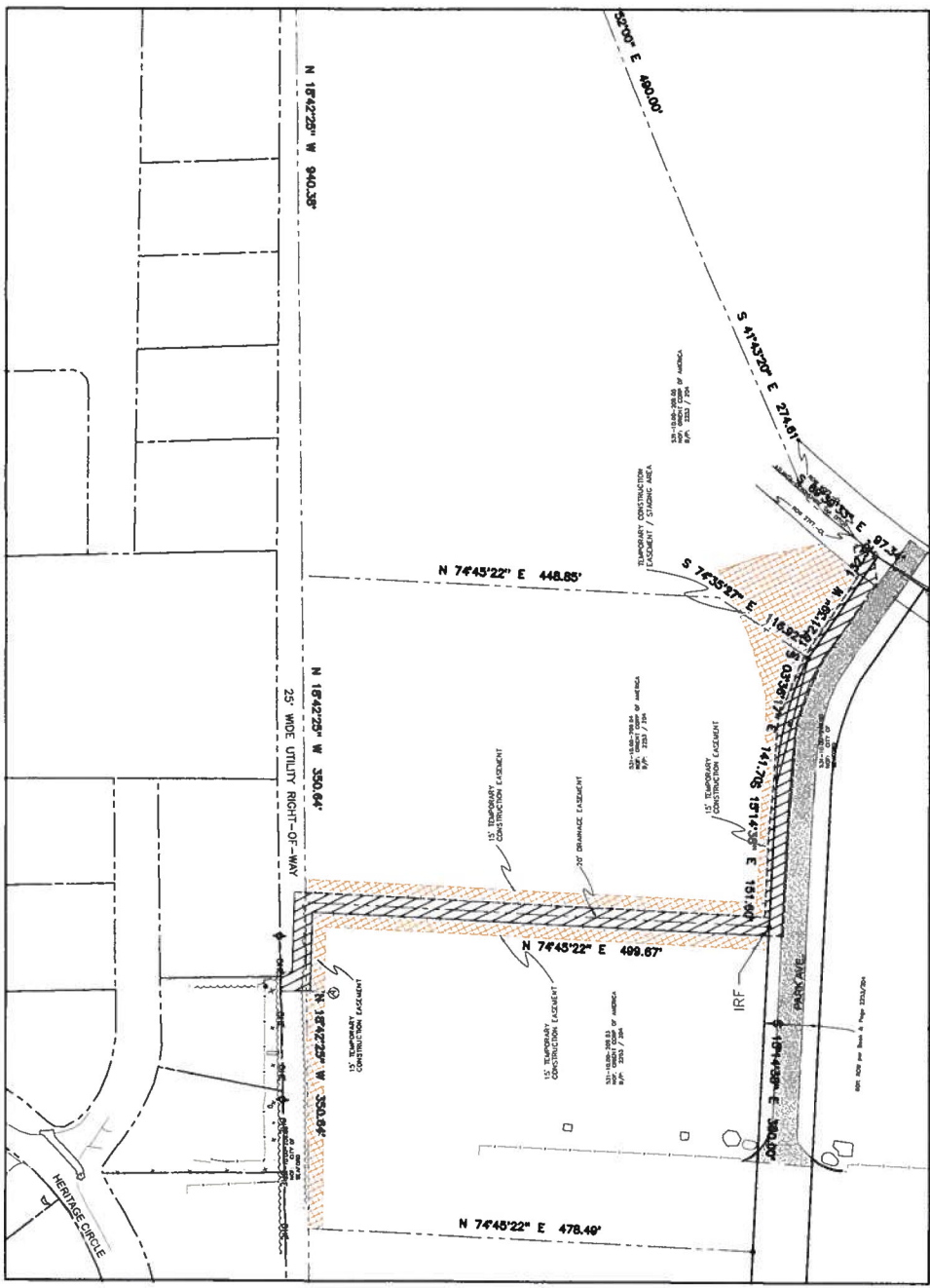


Sheet No. 2/1/2007  
Date 2/1/2007  
Scale 1" = 50'

E1

LEGAL DRAINAGE EASEMENT DESCRIPTIONS FOR EACH IMPACTED PARCEL

<p>Legal description of a drainage easement situated on Orient Corp. of America's parcels 331-10.00-709.03, 331-10.00-709.04, 331-10.00-709.05 in Sussex County, Delaware, City of Seaford.</p> <p>Beginning At an iron rod adjacent to the Park Ave Right-of-way located approximately 200ft north of Orient Parcel 331-10.00-709.03. Thence S 152°41'22" E A Distance of 10.00' to a p.h.; Thence S 152°41'22" E A Distance of 84.18' to a p.h.; Thence S 185°41'40" W A Distance of 10.00' to a p.h.; Thence S 23°18'20" W A Distance of 4.05' to a p.h.; Thence N 15°23'20" E A Distance of 100.00' to a p.h.; Thence S 152°23'20" E A Distance of 300.00' to a p.h.; Thence S 152°23'20" E A Distance of 8.82' to a p.h.; Which is the Point of Beginning.</p> <p>Having An Area Of 10409.8 Square Feet, 0.239 Acres</p>	<p>Legal description of a drainage easement situated on a city of Seaford parcel 530-10.00-309.00 in Sussex County, Delaware, City of Seaford</p> <p>Beginning At A p.h.; Thence S 152°41'22" E A Distance of 10.00' to a p.h.; Thence S 185°41'40" W A Distance of 10.00' to a p.h.; Thence S 23°18'20" W A Distance of 4.05' to a p.h.; Thence N 15°23'20" E A Distance of 100.00' to a p.h.; Thence S 152°23'20" E A Distance of 300.00' to a p.h.; Thence S 152°23'20" E A Distance of 8.82' to a p.h.; Which is the Point of Beginning.</p> <p>Having An Area Of 1723.0 Square Feet, 0.040 Acres</p>	<p>Legal description of a drainage easement situated on a city of Seaford parcel 530-10.00-309.00 in Sussex County, Delaware, City of Seaford</p> <p>Beginning At an iron rod adjacent to the Park Ave Right-of-way located approximately 225ft North of Orient Corp. of America's Park Ave entrance. Thence N 13°15'21" W A Distance of 151.8075' to a p.h.; Thence N 07°14'52" W A Distance of 35.5175' to a p.h.; Thence N 07°14'52" W A Distance of 35.5175' to a p.h.; Thence N 05°42'55" E A Distance of 35.741' to a p.h.; Thence N 18°13'29" E A Distance of 100.4375' to a p.h.; Thence S 18°25'24" W A Distance of 99.6475' to a p.h.; Thence S 18°25'24" W A Distance of 22.8175' to a p.h.; Thence S 04°21'58" W A Distance of 63.6375' to a p.h.; Thence S 13°17'34" E A Distance of 89.0275' to a p.h.; Thence S 14°56'15" W A Distance of 58.8475' to a p.h.; Thence N 15°24'18" W A Distance of 13.0275' to a p.h.; Thence S 152°23'20" E A Distance of 10.00' to a p.h.; Which is the Point of Beginning.</p> <p>Having An Area Of 6284.3 Square Feet, 0.143 Acres</p>
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EASEMENT LEGEND

- DRAINAGE EASEMENT
- TEMP. CONST. EASEMENT

PROPERTY LINE SURVEY WAS PERFORMED BY RAUCH ENGINEERING ON 2/2021



**AFFIDAVIT FOR REALTY TRANSFER TAX ON UNINCORPORATED  
AREAS IN SUSSEX COUNTY PURSUANT TO CHAPTER 103 OF  
THE SUSSEX COUNTY CODE**

*NOTE: Affidavit is required on all transactions (incorporated or unincorporated areas)*

**Part A — To Be Completed By GRANTOR/SELLER**

NAME The City of Seaford SOCIAL SECURITY # \_\_\_\_\_  
 ADDRESS 414 High Street or  
 CITY Seaford EMPLOYER I.D. # \_\_\_\_\_  
 STATE DE ZIP 19973

**Part B — To Be Completed By GRANTEE/BUYER**

Heritage Village Assoc. & The Sussex Conservation  
 NAME District SOCIAL SECURITY # \_\_\_\_\_  
 ADDRESS 801 Park Drive 23818 Shortly Road or  
 CITY Seaford, DE 19973 Georgetown, DE 19947 EMPLOYER I.D. # \_\_\_\_\_  
 STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**Part C — PROPERTY LOCATION**

District \_\_\_\_\_ Map \_\_\_\_\_ Parcel 5-31-10.00-207.01 & 209.00

**Part D — COMPUTATION OF THE TAX**

**1. CONVEYANCES WITH CONSIDERATION**

Enter Consideration Received

- |   |    |               |
|---|----|---------------|
| 2. CONVEYANCES WITHOUT CONSIDERATION —              | \$ | <u>1.00</u>   |
| Enter Highest Assessed Value For Local Tax Purposes | \$ | _____         |
| 3. Enter the Greater, Line 1 or Line 2              | \$ | <u>1.00</u>   |
| 4. Multiply Line 3 times 1.50%— Tax Due and Payable | \$ | <u>exempt</u> |

EXEMPT CONVEYANCES: If transaction is exempt from Transfer tax,  
 explain the basis for the exemption: Deed of easement / City of Seaford

First Time Home Buyer? Yes \_\_\_\_\_ No X (If "Yes", attach First Time Home Buyer Affidavit)

Sworn and Subscribed before me on  
 this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
 Seller's Signature The City of Seaford

\_\_\_\_\_  
 Notary Public

OFFICE USE ONLY:



**REALTY TRANSFER TAX RETURN  
AND  
AFFIDAVIT OF GAIN AND VALUE  
FORM 5402**

FOR OFFICE USE ONLY

STATE OF DELAWARE  
Division of Revenue  
820 N. French Street  
P.O. Box 8763  
Wilmington, Delaware  
19899-8763



DF42718019999

Rev. Code 0050

Form 5402 must be completed for all conveyances and must be presented at the time of recording.

**PART A - TO BE COMPLETED BY GRANTOR/SELLER**

Enter Employer Identification Number \_\_\_\_\_ or Social Security Number of the Grantee \_\_\_\_\_

1. \_\_\_\_\_

2. Name of Grantor **The City of Seaford**

3. Address **414 High Street**

City **Seaford** State **DE** Zip Code **19973**  
County \_\_\_\_\_

4. Date of real estate conveyance **21**

**PART B - TO BE COMPLETED BY GRANTEE/BUYER**

Enter Employer Identification Number \_\_\_\_\_ or Social Security Number of the Grantee \_\_\_\_\_

1. \_\_\_\_\_

2. Name of Grantee **Heritage Village Assoc The Sussex Conservation District**

3. Address **801 Park Drive 23818 Shortly Road**  
**Seaford, DE 19973 Georgetown, DE 199447**

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
County \_\_\_\_\_

**PART C - PROPERTY LOCATION AND COMPUTATION OF THE TAX**

1. Address **Water Management Project. Seaford Industr Park.**  
City **Seaford** State **DE** Zip Code **19973**

County  
 New Castle  
 Kent  
 Sussex

2. Enter the amount of consideration received including cash, checks, mortgages, liens, encumbrances, and any other good and valuable consideration ..... \$ **1.00**  
Was like kind property exchanged? Yes  No (If yes, see instructions.)

3. Enter the highest assessed value (for local tax purposes) of the real estate being conveyed ..... \$ **0.00**  
Was like kind property exchanged? Yes  No (If yes, see instructions.)

4. Enter the greater of Line 2 or Line 3 ..... \$ **1.00**

5. Percentage rate of Realty Transfer Tax paid to the State of Delaware, county and/or municipality ..... **4.0%**

6. Percentage rate of Realty Transfer Tax paid to the county or municipality ..... **1.5%**

7. Reduction for contracts executed prior to 8/1/2017 (see Instructions) ..... **%**

8. Delaware Realty Transfer Tax percentage (subtract lines 6 and 7 from line 5) ..... **2.5%**

9. Delaware Realty Transfer Tax Before Credits (multiply line 4 by line 8)..... \$ **0.03**

10. Credit - First Time Homebuyer (See Instructions and must attach Form 5402 Schedule 1) ..... \$

11. Delaware Realty Transfer Tax Due (Subtract line 10 from line 9) ..... \$ **exempt**

**PART D - EXEMPT CONVEYANCES**

If transaction is exempt from Realty Transfer Tax, be certain that all of the above information (including market value of the real estate) is complete and accurate and explain the basis for the exemption: Deed of easement

The seller authorizes the Division of Revenue or such other appropriate state agency as may be designated to obtain any appropriate or necessary federal income tax forms, including their attached schedules or other attachments, and any other related papers filed by such seller which relate solely to the said real estate to which title is purported to be conveyed by the deed or instrument being recorded. Delaware law requires an income tax return to be filed for the taxable year during which there was disposition of real property within this state.

Sworn and Subscribed before me

on this \_\_\_\_\_ day of \_\_\_\_\_, 20 21

Seller's Signature

Notary Signature

Title of Officer/Partner



## C. Anderson

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NPB# 3  
10/12/21

**From:** Scott, Marcia <msscott@udel.edu>  
**Sent:** Monday, September 27, 2021 8:03 AM  
**Cc:** DeMatteis, Claire (Governor); Davis, Colleen (OST); Davis, Liza D (OST); Seemans, Jordan (OST)  
**Subject:** FW: Important Message re: American Rescue Plan Legal Service  
**Attachments:** Delaware ARPA Counsel Barnes Thornburg attorneys.pdf  
**Importance:** High

Good morning –

I'm forwarding this important message from Special Assistant to the Governor Claire DeMatteis. Take time to read the details of this plan to secure shared legal services to ensure ARPA compliance to Delaware municipalities. To ensure the cost effectiveness and success this program, ALL Delaware municipalities are urged to participate. If your jurisdiction elects to opt out, you must notify the Delaware's Office of State Treasurer (OST) by Thursday, Sept. 30. Contacts are Cc'd in this email. Thank you! – Marcia Scott

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Dear Mayors, Managers, Administrators, and Town Clerks,

We have heard from most of you with questions on whether your proposed American Rescue Plan Act (ARPA) projects comply with the federal regulations. Thank you for your consideration of contributing a small percentage of your federal ARPA funds to provide all NEUs legal services to ensure your proposed projects are compliant with the strict ARPA rules.

Based on your feedback and input over the past two months, we have worked with the Delaware Department of Justice to identify Delaware law firms with significant ARPA compliance expertise. The Office of the Governor, Office of the State Treasurer and the Delaware League of Local Governments ("DLLG") are pleased to announce and share the details of this proposed pooled legal resource with you and welcome your feedback.

### **How it works**

The selected law firm, [Barnes Thornburg](#), will receive a monthly retainer fee of \$10,000 covering ARPA legal services for all participating NEUs.

All participating NEUs can call, email or meet with designated attorneys from that law firm as often as necessary, without incurring other costs or invoices, regarding your ARPA-related questions and compliance. Additionally, you will have access to a FAQ digest prepared by the firm containing questions and answers that the firm has addressed from other participating Delaware NEUs.

The law firm also can assist your municipality with the compliance reports you must submit online monthly and annually to the U.S. Treasury.

### **Benefits**

#### Access to Experts

The ARPA rules and requirements are expansive and novel. Even seasoned town solicitors will encounter a learning curve as they learn the ins and outs of the ARPA requirements. This access to legal experts provides an additional safeguard for NEUs, many of whom may be unfamiliar or out of practice with interpreting the complex legal requirements that accompany federal grant dollars.

#### Consistency

By participating in this program, NEUs will have the assurance that the legal guidance they receive is consistent with the advice being received by all other participating NEUs in the state.

Knowledge sharing

Participating NEUs will have access to a monthly knowledge sharing resource, increasing the benefit to all participating NEUs.

Affordable

Considering the very generous amounts of federal ARPA funds that each Delaware NEU municipality has received, this is a wise investment and small price to pay to ensure federal compliance that proposed projects meet eligibility requirements -- and that required reports are filed online in a timely manner.

Security and Predictability

This program provides an additional layer of predictability and security by minimizing the likelihood that your municipality will have to give money back to the federal government if funds are spent on projects deemed ineligible.

**Cost**

We are proposing a simple fee structure: each participating jurisdiction contributes **0.4%** of its total ARPA distribution. If an eligible NEU opts out of this legal service at this time, there will still be an option to participate at a later date at an adjusted rate of **0.5%** of your total ARPA distribution.

**Viability Threshold**

For this program to be viable, it is imperative that we have the participation of all NEUs, or as many NEUs as possible. We need a collective contribution totaling \$180,000 (\$10,000 x 18 months).

**Duration**

Legal services will be provided from October 2021 through March 2023. This period of 18 months is designed to align with the timeframe you will need to get projects approved and started.

**ACKNOWLEDGEMENT**

The Delaware State Treasurer's Office will contribute 0.4% of your second round of ARPA funding next May 2022 to cover this legal service to ensure your ARPA funds are compliant with the mandated federal requirements, unless you notify the State's Treasurer's Office no later than September 30, 2021, that you do not wish to participate.

Attached are more details of the attorneys you may call, email or meet with over the course of the next 18 months on your ARPA projects. By the end of September, the lead attorney, Tom McGonigle or another lawyer from the law firm will contact each NEU to sign an engagement letter. The State Treasurer's office and the State Office of Management and Budget will handle the monthly payment on your behalf. **You will not receive monthly invoices and do not have to pay the law firm directly.**

Sincerely,

Claire



**Claire DeMatteis**

Special Assistant to the Governor

(302) 588-7000

[claire.dematteis@delaware.gov](mailto:claire.dematteis@delaware.gov)

## Experience and Qualifications

Barnes & Thornburg provides its clients with access to a national firm with a longstanding municipal finance and legal practice. Our attorneys advise on the full range of regulatory and administrative and government finance matters by serving as diligent advisers and effectual problem solvers. We have advised more than 600 local government clients on any number of matters – including access to public records requests, municipal finance and debt, procurement, general counsel services, utility matters, community corrections matters, and economic development projects.

In addition, our firm serves as bond counsel for underwriters, issuers, borrowers, credit providers, trustees, and investors in a range of government financings. We have also represented our local government clients in Internal Revenue Service audits of tax-exempt bond issues and securities law matters with the Securities and Exchange Commission.

### American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds Experience

Importantly, we are currently advising clients on all aspects of the American Rescue Plan Act (ARPA) funds, including permissible uses, potential projects, and Treasury updates. Examples include:

- We represent one of the largest counties in Indiana, which is scheduled to receive just over \$16 million in ARPA funds over the next two years. Through our review, guidance, and collaboration with the county, we have successfully initiated HVAC/ventilation improvements at the county highway building, government center, and county courthouse, a cleaning unit for the county jail to mitigate the spread of COVID-19 in detained populations, and a large grant fund for small businesses, addiction, and mental health services.
- We also represent municipalities that are scheduled to receive significantly fewer federal dollars under ARPA. One municipality in particular wanted to examine ways to impact better health outcomes, grant funding for housing, and job assistance training. Our team worked through these options and goals with local elected officials, and developed a comprehensive ARPA plan that addresses projects to impact each of these categories and maximizes the city's almost \$3.5 million in funds.
- Our team was selected to advise one of the largest counties in the State of New York, which is scheduled to receive over \$385 million in ARPA funds over the next two years. We have been hired to coordinate all aspects of administering federal funds on behalf of the county, including compliance and audit services, development of grant programs, review of COVID-19 projects, premium pay matters, and reviewing large scale water and broadband infrastructure projects.

Our team works with governmental agencies to evaluate potential projects and unique opportunities that fit the specific community. The guidance from the Treasury is broad and changing, but it also has clear guidelines for eligible expenditures. The relationships we develop with local units of government put us in the role of trusted legal advisor, and we understand that the commitments and use of these funds will impact generations.

We understand that individual communities have different priorities. One key aspect of our work is the development and understanding of what priorities are important to each community. ARPA funds can be used for many different types of projects and assistance – from grant programs for small businesses and non-profits to water/sewer infrastructure and broadband development.

### Similar Legislation Experience

Throughout the pandemic, we have represented local units of government – cities, counties, and towns – advising on matters concerning the treatment of executive orders through purchasing of PPE and other supplies. Our experience includes working with the Indiana Finance Authority (IFA), a quasi-state agency, to set up a program to administer CARES Act dollars to local units. This program, similar in ways to other states but also unique to Indiana, was set up to be a reimbursement-style program. Our team reviewed

the initial CARES Act guidance from the Treasury and advised local units on permissible expenditures. We then worked with the IFA and local governments to get projects and expenditures approved, submitted the appropriate paperwork for reimbursement, and ensured that our clients maintained appropriate records for future audits.

## Proposed Team



[Thomas McGonigle](#)

Tom will serve as the team lead and be the primary point of contact for delegating work. He will handle the evaluation of projects and initiatives and assess those opportunities in light of changing Treasury guidance.

In a career that spans more than two decades, Thomas has distinguished himself as an adept and formidable commercial litigator for administrative law matters and an attorney that public entities in Delaware trust to provide targeted leadership and strategic guidance on high-profile initiatives.



[Veronica J. Schilb](#)

Veronica will be the primary day-to-day contact for local units of government. She has developed an unmatched knowledge base within the guidance and various categories of eligible expenditures. She has assisted clients in navigating projects to address health disparities within different socioeconomic groups, various water and sewer infrastructure projects, the development and implementation of broadband projects, county and municipal infrastructure projects to address the negative impacts of COVID-19, and the establishment of grant programs to assist small businesses and non-profits.



[Jacob A. German](#)

Jacob focuses his legal practice on state government services and municipal funding matters for counties, cities, and towns. His duties for local government clients range from general counsel services for the county government to economic development strategy for redevelopment commissions. Jacob also structures municipal bond deals for government entities. Jacob represents clients in a number of issues before the executive branch in Indiana. Focusing on government contracts and executive branch procurement, Jacob represents such clients in a wide array of Indiana contract matters, including those with the Department of Correction, the Department of Child Services, the Department of Revenue, the Department of Natural Resources, and the Department of Transportation.



[Sawyer M. Traver](#)

Sawyer will provide associate level support. A conscientious practitioner, Sawyer handles a range of real estate and development activities and has work with state and local government entities in Delaware.



**Dustin W. Meeks**

Dustin will handle a significant amount of the day-to-day research and review. He brings an extensive background in the municipal finance space, including the development of projects using ARPA funds.



**Whitney Potts**

Whitney will provide paralegal support. Whitney offers extensive project management experience and attention to detail as a real estate paralegal, assisting with a wide range of commercial and residential real estate transactions and land use matters. Her work ethic, organization and collaborative nature are important to her clients as she provides insight on real estate-related matters.

NBS  
10/12/21

**Sec. 15-47. Off-street loading regulations.**

The off street loading regulations shall be as required by Article 5 of this Chapter.  
(Zoning Ord., §302.7, 9/23/69)

**Sec. 15-48. Design and performance standards.**

The design and performance standards shall be as required by Article 5 of this Chapter.  
(Zoning Ord., §302.8, 9/23/69)

**Sec. 15-48(A). Self-storage facility; regulations.**

- (a) Self-storage facility shall be subject to the following regulations:
  - (1) Minimum lot size – 43,560 square feet
  - (2) Minimum lot depth – 150 feet.
  - (3) Minimum lot width – 150 feet
  - (4) Minimum setback from all property lines – 30 feet
  - (5) Minimum distance between buildings – 25 feet
  - (6) A self-storage facility shall have plantings of trees and shrubs on all sides except for the side of the property where the property fronts where no plantings shall be required.
  - (7) A self-storage facility shall be enclosed with a fence not less than six (6) feet in height nor more than eight (8) feet in height.
  - (8) The self-storage facility shall have a gate capable of being opened by any person occupying a storage compartment or unit.
  - (9) There shall be at least one (1) parking space in front of each storage compartment or unit for use by the person occupying such storage of personal property.
  - (10) Any exterior lighting shall be shielded so that it is deflected away from adjacent properties and passing motorists.
  - (11) All access drives shall be at least twenty five (25) feet in width.
  - (12) All parking spaces and access drives shall be paved with a water-proof material.

(Zoning Ord., Adopted 11/25/86)

**Division 3. C-3 Riverfront Enterprise Zone.**

**Sec. 15-48b. Intent of Division.**

It is the purpose of this Division to make appropriate provisions for commercial activities for limited commercial and residential development that compliment each other and adjacent land uses; and to preserve retail store fronts on High Street.

**Sec. 15-48c. Uses by right.**

- (a) In a C-3 district, land, buildings, or premises shall be used by right for only one (1) or more of the following:
  - (1) Retail and specialty stores, including antique shops, clothing shops, electronics, hardware, florists, beauty salon, craft shops, toy and hobby shops, stationery and card, newsstand, bookstore, art and photographic supplies, gift shops, furniture, jewelry (including repair but not pawn shops), specialty food stores (but not supermarkets), and other similar uses.
  - (2) Retail food stores limited to bakeries, confectionery, candy, gourmet shops, gourmet meat shops and other similar uses.
  - (3) Restaurant (but not drive-ins), brew pubs, taverns, bakery-restaurants, lunch counters, tearooms, cafes, coffee shops, delicatessens, carryouts, and similar uses.

- (4) Package stores.
- (5) Financial institutions, banks and loan companies.
- (6) Medical (excluding substance abuse clinics), professional and business offices, including administrative activities.
- (7) Service establishments such as beauty salon, barbershops, interior decorator, photographic, art, craft, dance or music studios, and catering.
- (8) Government offices, serving the public, including the Post Office, police and fire stations, municipal offices and other public or semi-public offices.
- (9) Libraries, museums, and art galleries.
- (10) Instructional, business or trade schools.
- (11) Apartments above commercial business, excluding residential unit on the ground floor of a building.
- (12) Day care facilities and pre-school facilities.
- (13) Bed and breakfast Inns.
- (14) Single family or multi family dwellings, except on High Street.
- (15) Stock brokerage and investment firms.
- (16) Church or other place of worship:
  - 1. This shall be limited to existing facilities specifically built as churches or Sunday School buildings.
  - 2. Retail space or residential structures shall not be used to house churches or other places of worship. In such locations which now exist as places of worship, when that use ceases, no other place of worship will be allowed to relocate in that space, as provided in Sec. 15.99(b).
- (17) Motion picture theatre facilities within a completely enclosed building.
- (18) Drive-up windows for banks and financial institutions.
- (19) Travel agencies.
- (20) Telemarketing.
- (21) Retail cleaning.
- (22) Employment agencies.

(b) Uses by Special Exception.

- (a) The following uses shall be permitted as a special exception when authorized by the Board of Adjustment subject to Article 8 of this Chapter.
  - (1) Outdoor eating establishments.
  - (2) Single family or multi family dwellings on High Street.
  - (3) Parking lots.

(c) Prohibited Uses.

- (a) Any uses which is not an authorized use by right, shall be prohibited in a C-3 district, including but not limited to the following:
  - (1) Gas stations and car washes.
  - (2) Pawn shops.
  - (3) Industrial manufacturing facilities for the purpose of processing, packaging and fabricating, excluding dressmaking, tailoring, and crafts and activities of a similar nature and to be sold only at retail on the premises.
  - (4) Warehouses.
  - (5) Retail stores over 30,000 square feet.
  - (6) Tattoo parlors.
  - (7) Adult entertainment, including strip tease establishments, stores selling adult merchandise, drug paraphernalia and items of a similar nature.
  - (8) Medical or recreational marijuana dispensaries and or use facilities.

~~(7)(9)~~ Medical offices or clinics for the treatment of substance abuse or dispensing of medications for the treatment of substance abuse.

**Sec. 15-48d. Parking Requirements.**

- (a) C-3 Riverfront Enterprise Zone off-street parking options.
  - (1) The off street parking requirements in Article 5 of this Chapter may be reduced or waived for any permitted use, except new residential uses, with the approval of the City Council.

**Sec. 15-48e. Area and bulk requirements.**

- (a) The following area and bulk regulations should be observed for High Street.
  - a. Lot coverage 100% maximum
  - b. Front yard setback none
  - c. Side yard setback none
  - d. Rear yard setback 3 feet minimum
  - e. Height 35 feet or three stories
  - f. No subdivision of existing lots will be permitted.
  
- (b) The following area and bulk requirements should be observed for the remaining area in the zone.
  - a. Lot coverage 40% maximum
  - b. Building setback line 15 feet
  - c. Side yard setback 14 feet aggregate total with a 6 foot minimum
  - d. Rear yard setback 20 feet minimum
  - e. Height 35 feet maximum or 3 stories
  - f. Lot size 4500 square feet minimum
  - g. Lot width 35 feet minimum

(c) The following area and bulk requirements shall be observed for multi-family dwellings, semi-detached dwellings, garden apartment dwellings and townhouse dwellings for the remaining area in the zone.

- a. Lot coverage 35% maximum
- b. Front yard setbacks 15 feet minimum
- c. Side yard setback 14 feet aggregate total with a 6 foot minimum
- d. Rear yard setback 20 feet minimum
- e. Height 35 feet maximum or 3 stories
- f. Lot size 3630 square feet minimum per dwelling unit
- g. Lot width 35 feet minimum
- h. Subgrade dwelling units with habitable rooms are not permitted.
- i. Distance between separate dwelling structures on the same lot shall not be less than 15 feet.
- j. Maximum number of dwelling units per building shall not exceed 6.

**Sec. 15-48f. Accessory Use.**

- (a) Only the following accessory uses shall be permitted:
  - (1) Accessory use on the same lot with and customarily incidental to any of the permitted uses in Section 15-48 (c ).
  - (2) All accessory use structures shall be placed no closer than the five feet from the side and rear property line and no closer to the front property line than the front yard setback or in alignment with the front facing wall of the main structure, whichever results in the greater setback;

*Except*, on a corner lot, then the accessory structure shall be placed in alignment with the side wall of the main structure facing the street but no closer than the side yard setback, whichever results in the greater setback.



(3) Each multi-family dwelling unit, semi-detached dwelling unit, garden apartment dwelling unit, and town house dwelling unit shall have a storage area separate and apart from the living area. The storage area shall be a minimum size of 5'x5' with a six foot ceiling height. The storage area shall be easily accessible and there shall be no charge for the use of the storage area, in the event the unit is a rental property. The City Building Official will work with the developer to determine the most compatible location for the storage areas, taking into consideration the proposed use of the apartment or townhouse.

**Sec. 15-48g. Screened trash area.**

(a) A screened trash container storage area shall be provided for each dwelling unit.

**Adopted March 13, 2001.**

**Amended October 23, 2001.**

*Amended 6/10/03*

*Amended 2/12/08*

**ARTICLE 4. INDUSTRIAL DISTRICT.<sup>8</sup>**

**Division 1. M-1 Light Industrial District.**

**Sec. 15-49. Intent of Division.**

It is the purpose of this Division to encourage moderated intensity office, regional commercial, warehouse and light industrial development, which is free from offensive noise, vibration, smoke, odors, glare, hazards of fire or other objectionable effects. The intent of this zoning classification is to generate business and employment opportunities creating a major employment center in the City of Seaford and the Sussex County. Industries which can meet the standards imposed in this Division shall be permitted to locate in districts adjacent to commercial and residential adjoining districts, provided that quality design and architecture; adequate landscaping and screening are provided. Residential uses are prohibited in industrial districts.  
(Zoning Ord., §401, 9/23/69)

**Sec. 15-50. Uses by right.**

(a) In M-1 districts, land, buildings, or premises shall be used by right for only one (1) or more of the following:

1. Electronics and small parts assembly and/or manufacture.
2. Group day-care center; subject to the special requirements outlined in Section 15-14 (2)(A), (B) & (C).
3. Scientific or industrial research, engineering laboratory, testing or experimental laboratory, or similar establishment for research or product development.
4. Warehouse and distribution facilities.
5. Administrative activities and offices; Business and professional office complexes.
6. Manufacture, compounding, processing, or treatment of such products as: bakery goods, confectionaries, cosmetics, dairy products, drugs, perfumes, pharmaceuticals, toiletries, and food products except the following: fish, sauerkraut, pickles, vinegar, yeast and the rendering of oils and fats.
7. Manufacture, compounding, assembling or treatment of articles of merchandise from the following previously prepared materials: bone, concrete products, cellophane, canvas, cork, cloth, feathers, felt, fiber, fur, glass, hair, horn, leather, paper and paper board,

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<sup>8</sup> **Charter reference:** As to power to enact zoning regulations, see §36(A).

**State law reference:** As to zoning generally, see 22 Del. Ann. §§ 301-308 (1953)

NB# 5  
10/12/21

# MEMORANDUM

**TO: Charles Anderson, CM**

**FR: Bill Bennett, Director of Electric**

**RE: Two 2022 ½ Ton Four Wheel Drive Pickup Trucks Bid**

**DT: October 6, 2021**

The City received two bids for the above referenced project. Please see the below table:

Bidder	Total Cost w/o Trade	Trade-in 2011 Dodge (Electric)	Total Cost Less Trade	Trade-in 2006 Ford F150 (Parks)	Total Cost Less Trade
Lakeshore Motors	\$77,000.00	\$9,600.00	\$28,900.00	\$5,000.00	\$33,500.00
Hertrich Fleet Services, Inc.	\$65,344.00	\$7,500.00	\$25,172.00	\$3,500.00	\$29,172.00

It is my recommendation that the bid be awarded to Hertrich Fleet Services Inc., in the amount of \$54,344.00 accepting the trade allowance for the 2011 Dodge and 2006 F150.

Please present this information to Council at their meeting on October 12, 2021, their consideration.

Should you have any questions, please contact me.

Thank you.



UBA  
10/12/21

# Value Carpet One

1530 N. Salisbury Blvd., Salisbury, MD 21801 PH. 410-742-5224 Fax 410-548-34767

## PROPOSAL

**TO:** Charles Anderson @ City of Seaford

**DATE:** October 4, 2021

**FROM:** Daniel Brissey

**SUBJECT:** 400 High St Seaford De

**RE:** Flooring Proposal

We propose to furnish and install per your drawings and our field measurements:

Patcraft Modular Carpet Tile #I0448 Color Pop 12"x48" Plank; color Atomic Pop 00590 and 4" Vinyl Cove Base throughout; color to be selected. In the areas where there is a wall wrap of broadloom carpet and the steps we would like to use Camber Broadloom #I0485 ; color Vertex 00575 or Point 00599 (these should coordinate)

**FOR THE SUM OF \$20,204.00**

\* Pricing includes removal and disposal of existing flooring, skimcoat to encapsulate existing adhesives, moving of furniture, installation of Carpet Tile, Broadloom Carpeting @ wraps and steps, Vinyl Base and Silver Metal Transitions.

\* File cabinets and blueprint cabinets must be emptied prior to scheduled work. Computer equipment, data equipment, phone systems and any other electronics to be disconnected and reconnected by others. Personal items shall be boxed up prior to scheduled work.

\* Weekend Labor is included above

\* Due to the current volatility of the market, I can only hold pricing for 30 days

**EXCLUSIONS:** Major floor prep, removal of contaminants, moisture mitigation, subfloor repairs, underlayment, leveling, grinding, night work and protection.

**TERMS:** 50% DEPOSIT AND BALANCE UPON COMPLETION

All materials will remain the property of Value Carpet One until full payment is made. The above terms, specifications and conditions are hereby accepted and you are hereby authorized to execute the same. Balances not paid in accordance with this contract are subject to a 2% service charge per month (24% per annum) and 25% legal collection fees, plus any and all court costs.

ACCEPTED BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

NB# 1  
9/28/21  
OR# 1  
10/12/21

ORDINANCE #2021---

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 8 Morals and Conduct, of the Municipal Code of Seaford, Delaware relating to "Abortion", in the manner following, to wit:

Chapter 8 Morals and Conduct, of the Municipal Code of Seaford, Delaware is hereby amended by adding Article 9 - Ordinance Relative to Abortion, as shown on the following pages.

-/-/2021	Date of First Reading
-/-/2021	Date of Second Reading & Adoption
-/-/2021	Date of Advertisement
-/-/2021	Date the Ordinance is Effective

CITY OF SEAFORD

By: \_\_\_\_\_  
Mayor

Witness: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Manager

## CHAPTER 8 – MORALS AND CONDUCT

### ARTICLE 9 - ORDINANCE RELATIVE TO ABORTION

*[Amended on --/--/2021 by Ordinance #2021-]*

#### § 8.9.1 Purpose of Ordinance.

It is the purpose of the City of Seaford to establish a process for the disposition of fetal remains from pregnant women seeking abortion within the City of Seaford. Pursuant to this Ordinance, a pregnant woman has certain rights regarding the disposition of fetal remains for an abortion performed in Seaford.

Pregnant women seeking abortion in the City limits of Seaford may either exercise their rights under this Ordinance and determine whether disposition of fetal remains following an abortion is made by cremation or interment (including the final location of any such remains), or waive their rights under this Ordinance and allow the performing abortion facility to determine whether disposition of fetal remains following an abortion is made by cremation or internment (including the final location of any such remains).

It is the Intent of the City of Seaford to create a mechanism for abortions occurring within the City of Seaford to protect the rights of its citizens and all those engaged in abortion related activities, while providing a mechanism for the dignified disposal of any such fetal remains following an abortion in Seaford.

#### § 8.9.2 Definitions.

- A. "Abortion" means the use of any instrument, medicine, drug, or any other similar device or substance used with intent to terminate the pregnancy of a woman known to be pregnant, with intent other than to increase the probability of a live birth, to preserve the life or health of the child after live birth, or to remove a dead fetus.
- B. "Abortion Facility" means any of the following in which abortions are induced or performed:
  - 1. "Ambulatory Surgical Treatment Center", which means any institution, place or building devoted primarily to the maintenance and operation of a facility for the performance of surgical procedures or any facility in which a medical or surgical procedure is utilized to terminate a pregnancy.
  - 2. "Another Facility", which means any institution, place, or building providing health care services required to be licensed under the laws of the State of Delaware, in which abortion is legally provided.
- C. "Cremation" means the heating process by which a human body or body parts are reduced to bone fragments through combustion and evaporation or other similar methods.
- D. "Crematory" means the building, or any portion of a building or similar facility utilized to house one (1) or more cremation chambers which is used for the reduction of body parts or bodies of deceased persons to cremated remains and the holding facility.

“Crematory” includes “Crematorium” or other similar phrases used to describe any such building or facility.

- E. **"Fetal Remains"** means an aborted fetus, fetal tissue or any other similar remains that results from an abortion of an Unborn Child.
- F. **"Funeral Establishment"** means any business, regardless of the corporate form or lack thereof of any such business, engaged in arranging, directing or supervising funerals, for profit or other benefit, involved in: the preparing of dead human bodies for burial, the disposition of dead human bodies, the provision or maintenance of place for the preparation for disposition, or for the care or disposition of human bodies.
- G. **"Gestational Age"** or **"Gestation"** means the age of an unborn child as calculated from the first day of the last menstrual period of a pregnant woman.
- H. **"Interment"** means the burial or entombment of fetal remains.
- I. **"Medical Emergency"** means a condition that, in the physician's good faith medical judgment, based upon the facts known to the physician at the time, so complicates the woman's pregnancy as to necessitate the immediate performance or inducement of an abortion in order to prevent the death of the pregnant woman or to avoid a serious risk of the substantial and irreversible impairment of a major bodily function of the pregnant woman that delay in the performance or inducement of the abortion would create.
- J. **"Pregnant"** means the human female reproductive condition, of having a living Unborn Child within her body throughout the entire embryonic and fetal stages of the unborn child from fertilization to full Gestation and childbirth.
- K. **"Serious Risk of the Substantial and Irreversible Impairment of a Major Bodily Function"** means any medically diagnosed condition that so complicates the pregnancy of the woman as to directly or indirectly cause the substantial and irreversible impairment of a major bodily function. Such conditions include preeclampsia, inevitable abortion, and premature rupture of the membranes and, depending upon the circumstances, may also include, but are not limited to, diabetes and multiple sclerosis, but does not include any condition relating to the woman's mental health.
- L. **"Unborn Child"** means an individual living member of the species, homo sapiens, throughout the entire embryonic and fetal stages of the unborn child from fertilization to Full gestation and childbirth.
- M. **"Viable"** and **"Viability"** mean that stage of fetal development when the unborn child is capable of sustained survival outside of the womb, with or without medical assistance.

### § 8.9.3 Cremation or Interment Required for all Abortions.

Final disposition of Fetal Remains from a surgical Abortion at an Abortion Facility must be by either: (i) Cremation or (ii) Interment. Cremation must occur in a licensed Crematory facility.

**§ 8.9.4 Rights of a Pregnant Woman Pursuing Abortion.**

A pregnant woman who has a surgical Abortion in Seaford has the right to determine the following regarding the Fetal Remains: (i) whether the final disposition of the remains is by Cremation or Interment, and (ii) the location for the final disposition of the remains.

A pregnant woman who has a surgical Abortion must be provided with a notification form described in Section 8.9.11(A) herein by an Abortion Facility performing an Abortion.

**§ 8.9.5 Procedure for Pregnant Woman Exercising Rights.**

If a pregnant woman desires to exercise her rights under Section 8.9.4 herein, the woman must make the determination in writing using a disposition form as described in Section 8.9.11(C) herein. Any such determination must clearly indicate the following: (i) whether the final disposition will be by Cremation or Interment; and (ii) whether the final disposition will be at a location other than the location provided by the Abortion Facility.

**§ 8.9.6 Procedure for Pregnant Woman Declining to Exercise Rights.**

If a pregnant woman does not desire to exercise her rights under Section 8.9.4 herein, then the Abortion Facility shall determine whether final disposition of Fetal Remains is by (i) Cremation or (ii) Interment, and the location of the Fetal Remains.

**§ 8.9.7 Consent Required for Certain Class of Pregnant Women.**

A pregnant woman who desires to exercise her rights under Section 8.9.4 herein and is (i) under sixteen (16) years of age, and (ii) unmarried, and (iii) unemancipated, shall obtain parental consent from one (1) of the pregnant woman's parents, guardian, or custodian to the final disposition determination she makes pursuant to this Ordinance. This consent must be made in writing using the form prescribed by Section 8.9.11(B) herein. Such consent is not required for a pregnant woman exercising her rights under Section 4 herein if an order authorizing the minor to consent, or the Court to consent on behalf of the minor, to the Abortion is issued by a Court of competent jurisdiction.

**§ 8.9.8 Abortion of More Than One Unborn Child.**

A pregnant woman carrying more than one (1) Unborn Child and who desires to exercise her rights under Section 8.9.4 herein, shall complete one (1) disposition form under Section 8.9.11(C) for each Unborn Child that will be Aborted.

A pregnant woman who obtains parental consent pursuant to Section 8.9.7 herein shall use one (1) consent form for each Unborn Child that will be Aborted.

A disposition form under Section 8.9.11(C) that covers more than one (1) Unborn Child that will be Aborted is invalid.

**§ 8.9.9 Requirements of Abortion Facility.**

An Abortion Facility shall:

- A. Document in the pregnant woman's medical records the final disposition determination made, and if applicable, the consent made, pursuant to Section 8.9.11(B) herein.
- B. Maintain evidentiary documentation demonstrating the date and method of the disposition of Fetal Remains from surgical Abortions performed or induced in the facility; and,
- C. Have written policies and procedures regarding Cremation or Interment of Fetal Remains from surgical Abortions performed or induced in the facility; and,
- D. Develop and maintain a written list of locations at which the facility provides or arranges for the final disposition of Fetal Remains from surgical Abortions.

An Abortion Facility shall not release Fetal Remains from a surgical Abortion, or arrange for the Cremation or Internment of the Fetal Remains, until the facility obtains a final disposition determination made, and if applicable, the consent made, pursuant to Section 7 herein.

#### **§ 8.9.10 Costs of Cremation or Interment.**

If the disposition form as required by Section 8.9.11(C) herein identifies a location for final disposition other than allocation provided by the Abortion Facility, then the pregnant woman is responsible for the costs related to the final disposition of the Fetal Remains at the chosen location.

If the location for final disposition is the location provided by the Abortion Facility, then the Abortion Facility shall pay for and provide for the Cremation or Internment of the Fetal Remains from a surgical Abortion performed at that facility.

#### **§ 8.9.11 Forms**

Each Abortion Facility in Seaford shall promulgate rules as necessary to effectuate the purposes of this Ordinance, including rules that prescribe the following:

- A. A notification form informing pregnant women who seek surgical abortions of the following: (a) the right to determine final disposition of Fetal Remains under Section 8.9.4 of this Ordinance, and (b) the available options for locations and methods for the disposition of Fetal Remains.
- B. The consent forms for purposes of Section 8.9.7 herein;
- C. A disposition form that meets the following requirements:
  - 1. Indicates whether the pregnant woman has indicated a preference as to the method of disposition of the Fetal Remains and the preferred method selected; and,
  - 2. Indicates whether the pregnant woman has indicated a preference as to the location of disposition of the Fetal Remains; and,



3. Provides for the signature of the physician who is to perform or induce the Abortion; and,
4. Provides for a medical identification number for the pregnant woman but does not provide for the pregnant woman's printed name or signature.

If a Medical Emergency (as defined in Section 8.9.2 herein) prevents the pregnant woman from completing the Form described in Section 8.9.11 (C) herein, procedures to complete that form within a reasonable time after the Medical Emergency has ended.

**§ 8.9.12 Rules Regarding Ambulatory Surgical Treatment Centers.**

Regardless of the method selected for the disposition of remains by a pregnant woman, Ambulatory Surgical Treatment Centers shall not provide beds or other accommodations for the stay of a patient to exceed twelve (12) hours duration; provided, that the length of stay may be extended for an additional twelve (12) hours in the event such stay is deemed necessary by the attending physician, the facility medical director, or the anesthesiologist for observation or recovery, but in no event shall the length of stay exceed twenty-four (24) hours.

No patient for whom a medical or surgical procedure is utilized to terminate a pregnancy shall stay at such a facility for a period exceeding twelve (12) hours duration, provided, that the length of stay may be extended for an additional twelve (12) hours in the event such stay is deemed necessary by the attending physician, the facility medical director, or the anesthesiologist for observation in recovery, but in no event shall the length of stay exceed twenty-four (24) hours.

**§ 8.9.13 Liability.**

Any person who disposes of Fetal Remains from a surgical Abortion is not liable for or subject to damages in a civil action, prosecution in a criminal proceeding, or professional disciplinary action related to the disposal of Fetal Remains, if that person does both of the following:

- A. Complies in good faith with all aspects of this Ordinance; and,
- B. Acts in furtherance of the final disposition of the Fetal Remains.

**§ 8.9.14 Requirements for Operators of Crematories.**

An operator of a Crematory facility shall not:

- A. Cremate fetal remains without receiving a copy of a properly executed decision regarding disposition form described in Section 8.9.11(C).
- B. Dispose of Cremated Fetal Remains by a means other than one (1) of the following:
  1. Placing the Cremated Fetal Remains in a grave, crypt or niche; or,

2. Scattering the Cremated Fetal Remains in a dignified manner, including in a memorial garden, at sea, by air, or at a lawful scattering ground; or,
  3. Releasing the Cremated Fetal Remains to the pregnant woman or a party designated by the pregnant woman; or,
  4. Any other lawful manner.
- C. Arrange for the disposal of Cremated Fetal Remains by a means other than one described in subsection (B) above.
  - D. Arrange for the transfer of the Cremated Fetal Remains for disposal by a means other than the means described in subsection (B) above.

An operator of a Crematory facility is not required to secure a death certificate, burial permit, transportation permit, or a cremation authorization form to Cremate Fetal Remains.

**§ 8.9.15 Required Reporting of Abortion.**

- A. Each Abortion that occurs in Seaford shall be reported to The Office of Vital Statistics within ten (10) days after the procedure by the person in charge of the institution in which the Abortion was performed. If the Abortion was performed outside an institution, the attending physician shall prepare and file the report. Each such report shall indicate whether the Abortion involved a surgical procedure and, if so, which method was employed, and shall indicate which method authorized by this Ordinance was employed to dispose of the aborted Fetal Remains. If the Aborted Fetal Remains were transferred to a third party for disposition, the report shall indicate the name and address of the third party and the date of the transfer.
- B. The individual undergoing Abortion shall not be identified by name on the report required by Section 8.9.15(A) but shall be identified by her medical identification number to provide retrieval of further information if necessary.

**§ 8.9.16 Authorization for Final Disposition of Fetal Remains.**

- A. Prior to final disposition of Fetal Remains pursuant to this Ordinance, regardless of the duration of pregnancy, the Funeral Establishment, the person in charge of the institution, or other person assuming responsibility for final disposition of the Fetal Remains, shall obtain from the mother authorization for final disposition.
- B. When the demise of a fetus is the result of a surgical Abortion, a copy of the mother's authorization for disposition, specifying the means of the disposition, shall be appended to the informed consent signed by the mother prior to the procedure.
- C. After final disposition, the authorization shall be retained for a period of three (3) years by the Funeral Establishment, the person in charge of the institution, or other person making the final disposition.

**§ 8.9.17 Severability.**

If any provision of this Ordinance or its application to any person or circumstance is held invalid, then the invalidity does not affect other provisions or applications of the Ordinance

that can be given effect without the invalid provision or application, and to that end, the provisions of this Ordinance are severable.

**§ 8.9.18 Effective Date.**

For the purpose of promulgating rules, this Ordinance takes effect upon City Council approval and an advertising period of thirty days, the public welfare requiring it, and applies to actions occurring on or after that date.

**§ 8.9.19 Violation of Ordinance – Penalties.**

Violation of this Ordinance shall be enforced either by way of civil infraction or by way of notice and order, with associated fines for such violation.

**§ 8.9.20 Fetal Remains as Part of Criminal Investigation.**

A. An Abortion Facility does not violate this Ordinance if upon the request of a law enforcement officer made prior to final disposition of Fetal Remains, the Abortion Facility retains the Fetal Remains and permits the law enforcement officer to collect a portion or all of the Fetal Remains as evidence in a criminal investigation, as long as the Abortion Facility subsequently makes final disposition of any remaining Fetal Remains in accordance with this Ordinance.

B. An Abortion Facility that retains fetal remains pursuant to this Section 20:

1. Shall retain all of the Fetal Remains of the Unborn Child that may remain following the collection of evidence by the law enforcement officer; and,
2. Except for those portions of the Fetal Remains collected as evidence by the law enforcement officer, shall not dispose of any portion of the Fetal Remains of that Unborn Child independently of other Fetal Remains of the same Unborn Child.

**§ 8.9.21 through § 8.9.99 RESERVED**

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10/12/21

For a typical underground service at secondary voltages, the Point of Delivery is defined as the connection between the Customer-owned underground service entrance cable and the City-owned connectors used to attach the cable to the secondary terminals of the City-owned point of attachment. Customer supplies sufficient cable and conduit to reach Point of Attachment, either pad-mount transformer or pole-mount unit.

See Figures 1, 2, and 3 in Appendix B, Exhibits 9, 10 and 11.

e) Residence

(1) A bona fide, occupied single family dwelling unit suitable for year-round permanent human residence, permanently installed on a foundation and connected to working water and sewer systems and an active electrical supply.

(4)

(2) A bona fide, multi-family dwelling unit suitable for year-round permanent human residence, permanently installed on a foundation and connected to working water and sewer systems and an active electrical supply.

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f) Secondary Service

Electricity provided at a transformed voltage which is less than the utility's distribution voltage. Secondary Service as used in these Rules and Regulations typically refers to 600 volts or less. See also "Service" below.

g) Service

(1) Any electricity which the Seaford Electric Utility may supply or make provision to supply, or any work or material furnished or any obligation performed by the Utility hereunder or under any rate schedule of the Utility.

(2) Overhead and underground conductors and associated materials between the last aerial structure (typically a pole) or underground terminal (typically a pad-mounted transformer) of the City's electric distribution system and the point of connection with the Applicant's facility (typically a building eave or wall). Service as used in these Rules and Regulations typically refers to the provision of electricity at 600 volts or less.

h) Service Call

Work performed by City of Seaford employees at the Customer's facility upon request by

9. **Meter Installation, Power Factor, and Demand Determination**

a) Meters

1) The City shall furnish, install, maintain, and own one (1) set of metering equipment for measurement of the amount of energy (KWH) and demand (KW) supplied under each contract ~~for each single family residence~~ residence. The metering equipment installed will be adequate to properly measure the electricity consumed for billing and/or load research as judged by the City. All bills will be calculated from the reading of these meters.

2) ~~The property owner and/or developer shall furnish one (1) set of metering equipment for the measurement of the amount of energy (KWH) and demand (KW) supplied under each contract for every separate unit of a multi-family residence. The metering equipment installed will be adequate to properly measure the electricity consumed for billing and/or load research as judged by the City. All bills will be calculated from the reading of these meters. The metering equipment must be purchased through the City so that it is compatible with the current meter hardware specification and our presently used the meter reading software utilized by the city.~~

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b) Meter Sockets (amended 2/10/04)

All meter sockets shall be purchased by the facility owner, contractor or designee. Installation and inspections are the responsibility of the facility owner, contractor or designee. All meter sockets shall conform to current Underwriter Laboratories (UL) and ANSI specifications. Meter sockets shall be classified as follows:

- 1) Residential
  - a. 100 ampere overhead
  - b. 200 ampere overhead or underground
  - c. Class 320 ampere single phase bolt-in, "K" base
- 2) Commercial or 3 Phase Residential
  - a. 20 ampere instrument rated
  - b. 200 ampere 3 phase self-contained
  - c. 20 ampere and higher, pre-wired with test switch
  - d. 400 ampere and higher bolt-in, "K" base

A list of approved meter sockets is contained in Exhibit 12.

NB# 1  
9/28/21  
CLEAN Copy

For a typical underground service at secondary voltages, the Point of Delivery is defined as the connection between the Customer-owned underground service entrance cable and the City-owned connectors used to attach the cable to the secondary terminals of the City-owned point of attachment. Customer supplies sufficient cable and conduit to reach Point of Attachment, either pad-mount transformer or pole-mount unit.

See Figures 1, 2, and 3 in Appendix B, Exhibits 9, 10 and 11.

e) Residence

(1) A bona fide, occupied single family dwelling unit suitable for year-round permanent human residence, permanently installed on a foundation and connected to working water and sewer systems and an active electrical supply.

(2) A bona fide, multi-family dwelling unit suitable for year-round permanent human residence, permanently installed on a foundation and connected to working water and sewer systems and an active electrical supply.

f) Secondary Service

Electricity provided at a transformed voltage which is less than the utility's distribution voltage. Secondary Service as used in these Rules and Regulations typically refers to 600 volts or less. See also "Service" below.

g) Service

(1) Any electricity which the Seaford Electric Utility may supply or make provision to supply, or any work or material furnished or any obligation performed by the Utility hereunder or under any rate schedule of the Utility.

(2) Overhead and underground conductors and associated materials between the last aerial structure (typically a pole) or underground terminal (typically a pad-mounted transformer) of the City's electric distribution system and the point of connection with the Applicant's facility (typically a building eave or wall). Service as used in these Rules and Regulations typically refers to the provision of electricity at 600 volts or less.

h) Service Call

Work performed by City of Seaford employees at the Customer's facility upon request by a Customer. Service calls may involve investigation, troubleshooting, or repair of

**9. Meter Installation, Power Factor, and Demand Determination**

a) **Meters**

- 1) The City shall furnish, install, maintain, and own one (1) set of metering equipment for measurement of the amount of energy (KWH) and demand (KW) supplied under each contract for each single-family residence. The metering equipment installed will be adequate to properly measure the electricity consumed for billing and/or load research as judged by the City. All bills will be calculated from the reading of these meters.
- 2) The property owner and/or developer shall furnish one (1) set of metering equipment for the measurement of the amount of energy (KWH) and demand (KW) supplied under each contract for every separate unit of a multi-family residence. The metering equipment installed will be adequate to properly measure the electricity consumed for billing and/or load research as judged by the City. All bills will be calculated from the reading of these meters. The metering equipment must be purchased through the city so that it is compatible with the current meter hardware specification and the meter reading software utilized by the city.

b) **Meter Sockets (amended 2/10/04)**

All meter sockets shall be purchased by the facility owner, contractor or designee. Installation and inspections are the responsibility of the facility owner, contractor or designee. All meter sockets shall conform to current Underwriter Laboratories (UL) and ANSI specifications. Meter sockets shall be classified as follows:

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  - a. 100 ampere overhead
  - b. 200 ampere overhead or underground
  - c. Class 320 ampere single phase bolt-in, "K" base
- 2) Commercial or 3 Phase Residential
  - a. 20 ampere instrument rated
  - b. 200 ampere 3 phase self-contained
  - c. 20 ampere and higher, pre-wired with test switch
  - d. 400 ampere and higher bolt-in, "K" base

A list of approved meter sockets is contained in Exhibit 12.