



Sussex County Council Public/Media Packet

**MEETING:
January 24, 2017**

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**Sussex County Council
2 The Circle | PO Box 589
Georgetown, DE 19947
(302) 855-7743**

MICHAEL H. VINCENT, PRESIDENT
GEORGE B. COLE, VICE PRESIDENT
ROBERT B. ARLETT
IRWIN G. BURTON III
SAMUEL R. WILSON JR.



2 THE CIRCLE | PO BOX 589
GEORGETOWN, DE 19947
(302) 855-7743 T
(302) 855-7749 F
sussexcountyde.gov
ROBIN GRIFFITH
CLERK

Sussex County Council

AGENDA

JANUARY 24, 2017

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Public Comments

Consent Agenda

1. Wastewater Agreement No. 666-3
Sussex County Project No. 81-04
The Woodlands of Pepper's Creek – Phase 3 (Construction Record)
Dagsboro/Frankford Sanitary Sewer District
2. Wastewater Agreement No. 990-2
Sussex County Project No. 81-04
Ocean View Beach Club – Amenities Sewer
Bethany Beach Sanitary Sewer District

Presentation – Dr. Matthew J. Robinson, Delaware Sports Commission – Slam Dunk to the Beach Tournament

Todd Lawson, County Administrator

1. Appointment to Delaware Coastal Airport Advisory Committee
2. Appointment to Board of Assessment Review
3. Announcement of Planning and Zoning Commission Nomination for District 3
4. Administrator's Report



Hans Medlarz, County Engineer

- 1. Approval of Minor Amendments to the Agreement for Wastewater Services Between the City of Seaford and the Unified Sussex County Sewer District**

Grant Requests

- 1. Sussex Central High School for Mock Trial Team competition expenses**
- 2. First State Community Action Agency, Inc., for Martin Luther King Jr. Celebration**

Introduction of Proposed Zoning Ordinances

Council Members' Comments

Executive Session – Land Acquisition and Personnel pursuant to 29 Del. C. §10004(b)

Possible Action on Executive Session Items

Adjourn

Sussex County Council meetings can be monitored on the internet at www.sussexcountymde.gov.

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on January 17, 2017, at 4:15 p.m., and at least seven (7) days in advance of the meeting.

This Agenda was prepared by the County Administrator and is subject to change to include the addition or deletion of items, including Executive Sessions, which arise at the time of the Meeting.

Agenda items listed may be considered out of sequence.

###

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, JANUARY 10, 2017

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, January 10, 2017, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

Michael H. Vincent	President
George B. Cole	Vice President
Robert B. Arlett	Councilman
Irwin G. Burton III	Councilman
Samuel R. Wilson Jr.	Councilman
Todd F. Lawson	County Administrator
Gina A. Jennings	Finance Director
J. Everett Moore Jr.	County Attorney

The Invocation and Pledge of Allegiance were led by Mr. Vincent.

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 017 17
Approve
Agenda**

A Motion was made by Mr. Cole, seconded by Mr. Wilson, to approve the Agenda, as posted.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

Minutes

The minutes of January 3, 2017 were approved by consent.

**Corre-
spondence**

Mr. Moore read the following correspondence:

TOWN OF GEORGETOWN, DELAWARE.

RE: Letter in appreciation of donation to the Mayor's Reception (Return Day).

CAPE HENLOPEN SENIOR CENTER, REHOBOTH BEACH, DELAWARE.

RE: Letter in appreciation of grant.

BEST BUDDIES DELAWARE, WILMINGTON, DELAWARE.

RE: Letter in appreciation of grant.

BOYS & GIRLS CLUBS OF DELAWARE, WILMINGTON, DELAWARE.

RE: Letter in appreciation of grant.

Corre-
spondence
(continued)

SUSSEX COUNTY VOLUNTEER DELAWARE 50+ ADVISORY COUNCIL, GEORGETOWN, DELAWARE.
RE: Letter in appreciation of grant.

SUSSEX COUNTY FOSTER PARENT CLUSTER ASSOCIATION, GEORGETOWN, DELAWARE.
RE: Letter in appreciation of grant.

MASON DIXON WOODWORKERS, DELMAR, DELAWARE.
RE: Letter in appreciation of grant.

M 018 17
Revert
Back to
Approval
of Agenda
and Amend
Agenda

A Motion was made by Mr. Cole, seconded by Mr. Wilson, to revert back to the Approval of Agenda for the purpose of amending the Agenda to delete “Introduction of Proposed Zoning Ordinances” and to approve the Agenda, as amended.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

M 019 17
Move to
Public
Comments

A Motion was made by Mr. Wilson, seconded by Mr. Arlett, to move back to the Agenda item “Public Comments”.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

Public
Comments

Public Comments

Paul Reiger referenced the Draft Ordinance that is on the Agenda for discussion on this date (relating to roads and drainage) and he stated that the issues contained in the Draft Ordinance should be separated.

Dan Kramer commented on the audio/visual equipment in the Council Chambers.

William Kinnick presented a “Sussex County Council White Paper – Licensing and Inspections” and he asked that he be placed on a future agenda to discuss these matters.

Mr. Arlett questioned the County’s process by which the County follows up on and tracks comments and requests made during the “Public Comments” portion of Council meetings.

**M 020 17
Approve
Consent
Agenda**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to approve the following items listed under the Consent Agenda:

**Wastewater Agreement No. 1037
Sussex County Project No. 81-04
Somerset Green (AKA Lewes Townhouse Project)
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District**

**Wastewater Agreement No. 1029
Sussex County Project No. 81-04
Tidewaters Development
Ocean View Expansion of the Dewey Beach Sanitary Sewer District**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**State/
County
Finance
Revenue
Committee**

Mrs. Jennings updated Council on the meetings of the State/County Finance Revenue Committee. She reported that the purpose of the most recent meeting held on January 5, 2016 was for each of the counties to present a snapshot of their budget. Contained in Council packets was a copy of the presentation given on behalf of Sussex County. The next meeting of the Committee has not been scheduled at this time. Mrs. Jennings reported that the Committee needs to be reconstituted because the original legislation stated that a recommendation would be made by January 15, 2017, and this will not take place by that date.

**Adminis-
trator's
Report**

Mrs. Jennings read the following information in the County Administrator's Report:

1. Delaware State Police Activity Report

The Delaware State Police year-to-date activity report for November 2016 is attached listing the number of violent crime and property crime arrests, as well as total traffic charges and corresponding arrests. In addition, DUI and total vehicle crashes investigated are listed. In total, there were 194 troopers assigned to Sussex County for the month of November.

2. Projects Receiving Substantial Completion

Per the attached Engineering Department Fact Sheets, The Woodlands – Phase 1 received Substantial Completion (gravity only) effective December 28, 2016, and Peninsula Lakes – Phase 3 (construction record) received Substantial Completion effective January 3, 2017.

**Adminis-
trator's
Report
(continued)**

3. Martin Luther King Jr. Holiday

County offices will be closed on Monday, January 16th, for the Martin Luther King Jr. holiday. Offices will reopen on Tuesday, January 17th, at 8:30 a.m. Council will not meet on January 17th. The next regularly scheduled Council meeting will be held on Tuesday, January 24th, at 10:00 a.m.

[Attachments to the Administrator's Report are not attachments to the minutes.]

**Public
Hearing/
Proposed
Annexation
of Camp
Arrowhead**

A Public Hearing was held on the proposed annexation of Camp Arrowhead into the Sussex County Unified Sanitary Sewer District (Angola Neck Area) consisting of 423.5± acres.

John Ashman, Director of Utility Planning, presented the request which was submitted by the Diocesan Council for Camp Arrowhead. The Camp will be responsible for the pump station for their parcel and a force main to a connection point near the Woods on Herring Creek.

The Engineering Department has included the adjacent State lands to form a contiguous boundary including the parcel to the west side of Camp Arrowhead Road in the middle of the State lands (after a call from the property owner about a potentially failing system that may need a connection in the near future). The parcels will be responsible for system connection charges of \$5,775.00 based on current rates. Mr. Ashman noted that there is a MOU component associated with this annexation that defines what buildings on the Camp parcel will be connected and fees to be paid. The Camp has an immediate need for sewer for new facilities to be constructed; the Camp also wants to connect their bathhouses and an existing system needs to get off-line. The proposed expansion does not bring in all of their buildings which have multiple septic systems; they plan to bring other buildings on-line in the future as funds are available. The Camp parcel consists of approximately 2.2 acres of the approximately 423.5± acres (most of which is State-owned property).

Mr. Ashman reported that no calls or correspondence have been received in opposition to the proposed expansion.

There were no public comments and the Public Hearing was closed.

Mr. Cole raised questions about providing service to the people living on the point/Magnolia Drive. Mr. Ashman and Mr. Medlarz, County Engineer, responded to Mr. Cole's questions.

**M 021 17
Adopt
R 006 17**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to Adopt Resolution No. R 006 17 entitled "A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER

**M 021 17
Adopt
R006 17
and
Authorize
MOU
(continued)**

DISTRICT (SCUSSD) ANGOLA NECK AREA, TO INCLUDE THE PROPERTIES SITUATED ON THE EAST AND WEST SIDES OF COUNTY ROAD 279 (CAMP ARROWHEAD ROAD); THE PARCELS ARE LOCATED IN THE INDIAN RIVER HUNDRED, SUSSEX COUNTY, DELAWARE AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, AND FOR SUSSEX COUNTY, DELAWARE”; and that the Sussex County Council President is authorized to execute the Memorandum of Understanding between Sussex County and the Diocesan Council, Inc., as presented on January 10, 2017.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Draft
Ordinance
Relating to
Drainage &
Grading
Require-
ments and
Roads**

Vince Robertson, Assistant County Attorney, and Hans Medlarz, County Engineer, presented for consideration a Draft Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 90, §§90-4 AND 90-5; CHAPTER 99, ARTICLES I, III, V, VI AND VIII, §§99-5, 99-6, 99-18, 99-26, 99-30, 99-31, 99-32, 99-36 AND 99-40; CHAPTER 110, ARTICLE XI AND XXI, §§110-84 AND 110-136; AND CHAPTER 115, ARTICLES I, XVI, XXIV AND XXVII, §§115-4, 115-128, 115-129, 115-172, 115-174, 115-218, 115-221 AND 115-224 OF THE CODE OF SUSSEX COUNTY REGARDING DRAINAGE AND GRADING REQUIREMENTS, ROAD, DRIVE AND PARKING CONSTRUCTION AND RELATED REQUIREMENTS, BONDING REQUIREMENTS, PROJECT CONSTRUCTION INCLUDING NOTICES TO PROCEED, INSPECTIONS AND CLOSEOUT, AND CLARIFICATION OF THE MANNER IN WHICH CERTAIN FEES ARE ESTABLISHED”.

The Draft Ordinance Amendment is to address, clarify, and in many instances simplify, areas of the County Code that deal with drainage, road design, bonding, project starts and closeouts, and fees. The Draft Ordinance Amendment is the product of several working group meetings that included participants from the public, developers, engineers, site work contractors, home builders and representatives from Sussex County and the Sussex Conservation District.

Mr. Robertson and Mr. Medlarz highlighted, section by section, the proposed amendments.

**Introduction
of Proposed
Ordinance**

Mr. Cole introduced the Proposed Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 90, §§90-4 AND 90-5; CHAPTER 99, ARTICLES I, III, V, VI AND VIII, §§99-5, 99-6, 99-18, 99-26, 99-30, 99-31, 99-32, 99-36 AND 99-40; CHAPTER 110, ARTICLE XI AND XXI, §§110-84 AND 110-136; AND CHAPTER 115, ARTICLES I, XVI, XXIV AND XXVII, §§115-4, 115-128, 115-129, 115-172, 115-174, 115-218, 115-221 AND 115-224 OF THE CODE OF SUSSEX COUNTY REGARDING DRAINAGE AND

(continued) **GRADING REQUIREMENTS, ROAD, DRIVE AND PARKING CONSTRUCTION AND RELATED REQUIREMENTS, BONDING REQUIREMENTS, PROJECT CONSTRUCTION INCLUDING NOTICES TO PROCEED, INSPECTIONS AND CLOSEOUT, AND CLARIFICATION OF THE MANNER IN WHICH CERTAIN FEES ARE ESTABLISHED".** The Proposed Ordinance will be advertised for Public Hearing.

General Labor & Equipment Contract/ Change Order Hans Medlarz, County Engineer, presented a Change Order to the General Labor & Equipment Contract. He reported that the 10-lot subdivision of Rio Rico, adjacent to Americana Bayside, has been in the district since 2002 and that numerous requests have been received from the residents regarding actual sewer service commencement. Mr. Medlarz reported that George, Miles & Buhr has been selected as the design consultants; that permits are ready; and that construction can commence. This out-of-scope task of the General Labor and Equipment Contract requires Council's approval of a change order associated with the scope modifications which carries a cost increase in the overall contract amount for Project #17-01. Mr. Medlarz noted that, unlike a lump sum contract change order, this does not necessarily mean all the funds will be expended.

M 022 17 Approve Change Order/ General Labor & Equipment Contract A Motion was made by Mr. Cole, seconded by Mr. Wilson, based upon the recommendation of the Engineering Department, that Change Order No. 2 for Contract #17-01, FY17 General Labor & Equipment Contract, be approved, which increases the contract amount by \$360,626.00 for a new total of \$3,035,856.80.

Motion Adopted: 4 Yeas, 1 Absent.

Vote by Roll Call: Mr. Arlett, Absent; Mr. Burton, Yea; Mr. Wilson, Yea; Mr. Cole, Yea; Mr. Vincent, Yea

Love Creek Woods Sewer Participation Agreement Boat Hole Easement Hans Medlarz, County Engineer, reported that the Angola North Project contains the Love Creek Woods subdivision and the Boat Hole commercial parcel, among others. The project has been advertised. Mr. Medlarz noted that the project can only be awarded if all easements are in place; the last remaining easement crosses the Boat Hole property (lands of NSBM, LLC). Mr. Medlarz discussed the appraisal of the Boat Hole property, the easement purchase, and the request for an all-inclusive easement.

M 023 17 Approve Easement Package/ NSBM, LLC A Motion was made by Mr. Arlett, seconded by Mr. Cole, based upon the recommendation of the Engineering Department, that the Sussex County Council approves the purchase of an all-inclusive easement package from NSBM, LLC for the Angola Neck Area Sewer System Expansion in the amount of \$117,000.00.

**M 023 17
(continued)**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Bridgeville
Landfill
Building
Demolition
Project**

Hans Medlarz, County Engineer, presented Change Order No. 1 to the Sussex County Bridgeville Landfill Building Demolition Project (Project No. 17-08). The close-out change order adjusts final quantities and allows for additional equipment authorized by the Engineering Department for road maintenance, which increases the contract price by \$831.39, and brings the new contract price total to \$133,193.89.

**M 024 17
Approve
Change
Order/
Bridgeville
Landfill
Building
Demolition
Project**

A Motion was made by Mr. Wilson, seconded by Mr. Cole, based upon the recommendation of the Engineering Department, that Change Order No. 1 for Contract 17-08, Bridgeville Landfill Building Demolition, be approved which increases the contract amount by \$831.39 for a new total of \$133,193.89.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Wolfe
Neck
RWF/
Temporary
Lease
Extension
and Land
Conversion
Proposal**

Hans Medlarz, County Engineer, presented a Temporary Lease Extension and Land Conversion Proposal for the Wolfe Neck Regional Wastewater Facility.

Mr. Medlarz discussed the County's proactive wastewater infrastructure planning in the North Coastal Planning Area, stating that the goal of the County's plan is for optimal long term utilization of existing sewer transmission and treatment capacity. In furtherance of this goal, the Council authorized agreement negotiations with leaseholders such as the State of Delaware as well as other wastewater service providers.

Mr. Medlarz reported that the land lease with the Department of Natural Resources and Environmental Control (DNREC), Division of Parks, at the Wolfe Neck Facility expired on December 31, 2016.

Mr. Medlarz presented a request for approval of a short term lease extension as well as an approach to the lease renewal guaranteeing the long term viability of the facility, benefitting the environment by modifying the treated effluent disposal approach, and enhancing the recreational opportunities for the citizens of Sussex County. This approach would include extending the existing lease with DNREC, Division of Parks, for a one year term with prorated monthly payments under current conditions; negotiating a new lease with DNREC, Division of Parks, for a 25-year minimum term with a "no fault" renewal option; and converting the

**Wolfe
Neck
RWF
(continued)**

agricultural use of the fields to a woodlands approach, to include reforestation of the site by the Center for the Inland Bays and contributing to the design and construction of an onsite trail system with implementation responsibility and long term maintenance by DNREC, Division of Parks. Mr. Medlarz reviewed all of the aspects of the proposal.

Mr. Medlarz and Ray Bivens, Director of State Parks, responded to Council's questions.

**M 025 17
Approve
Site Lease
and
Negotiate
Long Term
Lease/
Wolfe
Neck RWF**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, based upon the recommendation of the Engineering Department, that the Sussex County Council approves the one year Site Lease (Lease # TM#3-34-7-30) Amendment #1 with DNREC, Division of Parks and Recreation, for spray irrigation of Cape Henlopen State Park, and authorizing the Engineering Department to negotiate a long-term 25-year lease under the terms and conditions presented on this date for final approval by the Sussex County Council at a later date.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Woods at
Walls Creek
Subdivision
Project/
Change
Order**

Joe Wright, Assistant County Engineer, presented the Balancing Change Order for The Woods at Walls Creek Subdivision – Road Work, Project No. 17-03. This change order reduces the contract amount by \$13,593.88 and adjusts all quantities to their final amounts, lowering the total contract amount to \$119,076.72. Mr. Wright noted that the road work in this subdivision was completed with bond funding.

**M 026 17
Approve
Change
Order and
Grant
Substantial
Completion/
Woods at
Walls Creek
Subdivision
Project**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, based upon the recommendation of the Engineering Department, that Change Order No. 1 for Contract No. 17-03, The Woods at Walls Creek Subdivision - Road Work, be approved, which decreases the contract amount by \$13,593.88 for a new total of \$119,076.72, and that Substantial Completion be granted effective November 24, 2016; and any held retainage be released in accordance with the contract documents.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Proposed
Expansion/
Sussex
Consortium
School**

John Ashman, Director of Utility Planning, presented a request to prepare and post notices for the expansion of the Sussex County Unified Sanitary Sewer District (Sussex Consortium School Expansion – West Rehoboth Area); this expansion will consist of 24.82 acres±. This extension request

(continued) was presented by Davis, Bowen & Friedel, Inc. on behalf of the Cape Henlopen School District. The project will be responsible for System Connection Charges of \$5,775.00 per EDU based on current rates.

M 027 17
Execute
MOU/
Diocesan
Council

A Motion was made by Mr. Arlett, seconded by Mr. Cole, that the Engineering Department is authorized to prepare and post notices for the Sussex Consortium School Expansion to the Sussex County Unified Sanitary Sewer District, as presented on January 10, 2017.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea

Council
Members'
Comments

Council Members' Comments

Mr. Arlett commented on the Inaugural Prayer Breakfast held on this date and commented on the Presidential Inauguration on January 20, 2017.

M 028 17
Adjourn

At 12:04 p.m., a Motion was made by Mr. Arlett, seconded by Mr. Wilson, to adjourn.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea

Respectfully submitted,

Robin A. Griffith
Clerk of the Council

{An audio recording of this meeting is available on the County's website.}

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



Sussex County

DELAWARE

sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

January 10, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
THE WOODLANDS OF PEPPER'S CREEK - PHASE 3 (CONSTRUCTION RECORD)
AGREEMENT NO. 666 - 3

DEVELOPER:

David Steele
Fernmoor Homes @ Woodlands of Peppers Creek DE LLC
1 Kathleen Drive
Jackson, NJ 08527

LOCATION:

Town of Dagsboro - Main Street

SANITARY SEWER DISTRICT:

Dagsboro/Frankford Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

4 Building units

SYSTEM CONNECTION CHARGES:

\$46,200.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
02/17/16

Department of Natural Resources Plan Approval
1/6/17

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 4
Construction Admin and Construction Inspection Cost – \$3,072.12
Proposed Construction Cost – \$20,480.80



ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



Sussex County

DELAWARE

sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

January 13, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
OCEAN VIEW BEACH CLUB - AMENITIES SEWER
AGREEMENT NO. 990 - 2

DEVELOPER:

Mr. Colby Cox
Windansea, LLC
172 Center St., Suite 204
P.O.Box 1686
Jackson Hole, WY 83001

LOCATION:

North side of Muddy Neck Road East of Beaver
Dam Road

SANITARY SEWER DISTRICT:

Bethany Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

Amenity Area

SYSTEM CONNECTION CHARGES:

\$46,200.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
7/29/13

Department of Natural Resources Plan Approval
07/29/13

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 30

Construction Admin and Construction Inspection Cost – \$6,472.28

Proposed Construction Cost – \$43,148.50



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 589
GEORGETOWN, DELAWARE 19947


TODD F. LAWSON
COUNTY ADMINISTRATOR
(302) 855-7742 T
(302) 855-7749 F
tlawson@sussexcountystate.gov



Sussex County
DELAWARE
sussexcountystate.gov

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable George B. Cole, Vice President
The Honorable Robert B. Arlett
The Honorable Irwin G. Burton III
The Honorable Samuel R. Wilson Jr.

FROM: Todd F. Lawson
County Administrator 

RE: **APPOINTMENTS TO DELAWARE COASTAL AIRPORT
ADVISORY COMMITTEE**

DATE: January 20, 2017

During Tuesday's meeting, you will consider appointments to the Delaware Coastal Airport Advisory Committee for 2017. Attached is a list of the current members of the Committee that fulfill specific positions for the make-up of the Committee. Each member has agreed to serve another term on the Committee.

As you know, the Airport Advisory Committee meets quarterly to advise and make recommendations to the Airport Manager and Council on policy and programs of the Delaware Coastal Airport.

Please let me know if you have any questions or concerns.

TFL/sww

Attachment



ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7773



Sussex County

DELAWARE
sussexcountyde.gov
HANS M. MEDLARZ, P.E.
COUNTY ENGINEER
JAMES A. HICKIN, A.A.E.
AIRPORT MANAGER

2017 Airport Advisory Committee Appointments

- | | | |
|----|---|-----------------|
| 1. | One representative of the Fixed Base Operator | Garrett Dernoga |
| 2. | One non-commercial Airport tenant | Larry Kelley |
| 3. | One commercial Airport tenant | Jeff Reed |
| 4. | Two Airport-based aircraft owners | Rick Garner |
| | | Gus Croll |
| 5. | One Industrial Park tenant representative | Mark Ryan |
| 6. | One representative at large | Richard Wilson |
| 7. | County Council Representative | Robert Arlett |



TODD F. LAWSON
COUNTY ADMINISTRATOR


(302) 855-7742 T
(302) 855-7749 F
tlawson@sussexcountyde.gov



Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable George B. Cole, Vice President
The Honorable Robert B. Arlett
The Honorable Irwin G. Burton III
The Honorable Samuel R. Wilson Jr.

FROM: Todd F. Lawson 
County Administrator

RE: **APPOINTMENT TO BOARD OF ASSESSMENT REVIEW**

DATE: January 20, 2017

During Tuesday's meeting, you will consider an appointment to the Board of Assessment Review. Attached is a list of the current members of the Board. You will see that Mr. Harry Kreger's term expires next month. Mr. Kreger has expressed an interest in continuing to serve on the Board.

As you know, the Board of Assessment Review meets each year to hear appeals on property owners' assessments.

Please let me know if you have any questions or concerns.

TFL/sww

Attachment



ASSESSMENT

CHRIS KEELER
ACTING DIRECTOR
(302) 855-7824 T
(302) 855-7828 F



Sussex County
DELAWARE
sussexcountyde.gov

Board of Assessment Review

<u>Board Members & Political Party</u>	<u>Council Representative</u>	<u>Term Expires</u>
Lester Beachy – Republican	Wilson	February 2019
R. Stephen McCabe - Republican	Arlett	February 2020
Tom O’Hagan- Democrat	Burton	February 2021
Harry Kreger - Independent	Cole	February 2017
Julie Rigby – Independent	Vincent	February 2018

Members are appointed for five year terms, provided that the terms of the original members shall be established in a manner that one shall expire each year.

No more than three members shall be from the same political party.

One member of the Board shall be appointed from each council district.

Pay is \$75.00 per day for days board is in session.

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Samuel R. Wilson, Jr., Vice President
The Honorable George B. Cole
The Honorable I.G. Burton, III
The Honorable Robert B. Arlett

FROM: Hans Medlarz, P.E., County Engineer

RE: *Approval of Minor Amendments to the Agreement for Wastewater Services Between the City of Seaford and the Unified Sanitary Sewer District*

DATE: January 24, 2017

The City of Seaford provides wastewater treatment and disposal services for the Blades portion of the Unified Sussex County Sewer District. In an ongoing effort to improve the operation, the City obtained favorable funding from the Delaware Water Pollution Control Revolving Fund for the installation of a solar power array. Said project is nearing completion and the City requested the Agreement between the parties be updated to incorporate the operational costs as well as benefits, such as electrical production.

Debt service for the solar array is anticipated to be covered by proceeds from the sale of SREC's. Only in the case that this revenue is not adequate to meet the required debt service will the City assess prorated assessments.

As part of the review process of the document both parties added a few edits to address such issues as the new Maximum Allowable Headworks Concentration limits recently promulgated by DNREC. In addition, we updated the capacity allocation table to allocate capacity from 2017 – 2020. Lastly, we extended the length of the agreement to 2022.

Attached is the final version of the Agreement for Council's review. We believe this Agreement to be fair and equitable and the Engineering Department recommends approval. The revised agreement has also been used in the preliminary discussion with Bridgeville and Greenwood since very similar language would be envisioned should the expansion of the County Sewer District in that area move forward.



Agreement
City of Seaford &
Blades Sanitary Sewer District

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between THE CITY OF SEAFORD, a municipal corporation of the State of Delaware, party of the first part, hereinafter referred to as "Owner,"

-AND-

SUSSEX COUNTY, a political subdivision of the State of Delaware, party of the second part, hereinafter referred to as "User."

WITNESSETH:

WHEREAS, Owner is the owner and operator of a public sewage system, including a wastewater treatment and disposal plant; and

WHEREAS, the parties hereto desire to terminate all prior agreements and to substitute in-lieu thereof this Agreement between them relating to the Blades Sanitary Sewer District (BLSSD).

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

1. For the purposes of the Agreement, it is mutually agreed by the parties hereto that the following definitions shall apply unless the context indicates to the contrary:
 - (a) Wastewater shall be defined as waste delivered by User to Owner with characteristics generally recognized as those associated with normal domestic sewage and shall conform fully with the requirements of "Wastewater Quality Criteria" attached hereto as Exhibit A and made a part hereof as though fully set out herein.

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- (b) Treatment shall be deemed to include those processes as are necessary to provide an effluent from the wastewater treatment plant of Owner fully in compliance with the NPDES permit(s) issued by the State of Delaware.
 - (c) Average Daily Flow (ADF) of the district shall be defined as the total monthly flow measured at the district pump station divided by the number of days in said month.
 - (d) District shall mean the Blades Sanitary Sewer District (BLSSD) as shown on Exhibit B, except that the User may enlarge or revise the boundaries of the District in accordance with the provisions of Chapter 65, Title 9, Delaware Code Annotated, without the necessity for further modification of the description contained herein. The present boundaries are those of the corporate limits of the Town of Blades. The USER may request expansion or revision of the District boundaries. Such expansion or revision shall be into areas that are within the boundaries of the Primary or Secondary Service Areas for the BLSSD as designated in the Sussex County Land Use Plan. Sussex County shall encourage annexation into the Town of Blades prior to proposing annexation into the District.
 - (e) Moratorium shall mean an authorized period of delay in the contribution of flows to the treatment plant.
2. Owner hereby grants to User the privilege of discharging wastewater from the District into the wastewater treatment facilities of the Owner.
 3. Owner agrees to accept for treatment the wastewater of User pursuant to the terms of this Agreement from the District; provided however, that Owner

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City of Seaford &
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reserves the right to refuse to accept for treatment any wastewater which does not comply with the terms of Exhibit A attached hereto.

4. It is mutually agreed by the parties hereto that this Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in effect until 2022, unless sooner terminated by mutual agreement of both parties hereto.
5. User will operate and maintain a district pump station and transmission main, to the connection point with the Owner's manhole on the north side of the Nanticoke River, more accurately depicted by the attached drawing shown in Exhibit C, capable of conveying the projected maximum instantaneous flow of the District. User will install a magnetic flow meter at the pump station, which records and totals the volume of wastewater delivered by User to the wastewater treatment plant of Owner. User will maintain said meter in accurate calibration and furnish annual written certification of accuracy by an authorized technician of the manufacturer of the meter to the Owner. User will provide meter readings and make them available to Owner on a monthly basis. In the case of missing flow records because of malfunctions or inaccurate facility meter registration, or otherwise, the User may estimate flows for consideration and acceptance by the Owner for the purpose of determining the volume of wastewater discharge. The estimate will be based on an evaluation of past flow records as applied to present conditions.
6. Owner shall operate and maintain the Wastewater Treatment Facilities in accordance with the NPDES permit issued by the State of Delaware

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Department of Natural Resources and Environmental Control (DNREC) and any other Federal or State of Delaware regulations that may apply.

7. Owner shall reserve treatment capacity of 144,000 gpd ADF at the execution of this agreement for use by the User, except that User may purchase additional capacity in 24,000 gpd ADF increments, subject to the terms of this Agreement. Owner shall have the right to require renegotiation of this Agreement in the event that the User seeks additional capacity in excess of 240,000 gpd ADF. User will be permitted, in accordance with TABLE 1, to purchase additional 24,000 gpd ADF increments of treatment capacity annually as outlined herein. Additional allocations will not be given until User reaches a minimum of 75 percent of the previously purchased allocation. The User may request from the Owner the purchase of unused allocations from a prior calendar year if not obtained in the specified timeframe. This provision shall not permit the purchase of any amount greater than 48,000 gallons of capacity in a single calendar year. The Owner shall regain the use of any portion of unused capacity not purchased by the User during any two consecutive calendar years of availability. The Owner may, at its discretion, allow adjustments to the allocations if due cause is demonstrated by the User.

TABLE 1

Year	2017	2018	2019	2020
Allocation	24,000 gpd	24,000 gpd	24,000 gpd	24,000 gpd

8. User agrees to pay Owner, *monthly*, its share of operational expenses related

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City of Seaford &
Blades Sanitary Sewer District

to the treatment facilities.

- (a) Such share shall be determined by dividing the actual metered monthly flow discharged from User's sewage collection system to the Owner's treatment facilities by the total gallons metered monthly as flow entering the treatment facilities from all sources, and multiplying that factor by the total operating expenses of the treatment facilities for that month.
- (b) Operational expenses shall include actual costs and expenses relating to operations, repair, and maintenance, including electric power, labor, materials and supplies that relate to the Owners' treatment facilities. Operational expenses shall exclude depreciation, debt service and major capital improvements recovered through bond issues, grants, or other contributions toward capital costs. The operational costs shall also include a 5 percent administrative charge. This charge shall be 5 percent of the total User's monthly Operations and Maintenance charges for the billing period. Operational expenses shall include expenses of the solar array facility installed at 8000 Herring Run Road. In addition operational expenses shall include the generated kWh electrical production of the facility and shall be credited against the total electrical consumption of the WWTP.
- (c) User agrees that a treatment surcharge will be added to the monthly charges in accordance with the formula shown in Exhibit F, when Total Kjeldahl Nitrogen (TKN), Total Phosphorus (P) and BOD₅ levels exceed the levels indicated in Exhibit A.
- (d) User agrees in the event the sewage wastes discharged from the User's

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City of Seaford &
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sewage collection system into the treatment plant exceeds or violates the limits indicated in Exhibit A, and/or which will require special handling or treatment, the total costs incident to providing such special handling or treatment shall be determined by the Owner and shall be borne solely by the User.

9. User agrees to pay Owner the following charges, monthly, for debt service associated with the treatment facilities:
 - (a) FmHA Loan – A share based on 10 percent of annual debt service.
 - (b) 1996 Series A & B SRF Loan – A share based on the User’s allocated capacity divided by the Owner’s total treatment capacity times the Biological Nutrient Reduction (BNR) portion (36.145%) of the 1996 Loan.
 - (c) 2016 Delaware Water Pollution Control Revolving Fund Loan (Solar Array) - A share based on the Users allocated capacity divided by the Owner’s total treatment capacity. Debt service for the solar array will be paid for by the Owner and User with proceeds from the sale of SREC’s. Should this revenue not be adequate to meet the required debt service needs of the facility the Owner shall asses the User a proportionate share of the remaining debt service costs.
10. Owner agrees to sell User additional capacity as agreed, subject to the following terms:
 - (a) Capacity cost buy in, the User agrees to pay owner a capital construction reimbursement fee for each additional increment of 24,000 gpd ADF acquired by the User, which will be due when User’s Average Daily Flow exceeds said capacity during two (2) consecutive months. If User’s daily

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City of Seaford &
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flow exceeds capacity for a reason beyond User's control, reasonable accommodations will be permitted by the Owner given due cause. The capacity cost amount shall be calculated in accordance with Exhibits D and E attached hereto.

(b) Impact fees, currently in effect, will be due upon issuance of a building permit for construction requiring new sewer EDUs. The impact fee charge representing the treatment cost portion only shall be 75 percent of the Owner's current sewer impact fee. Calculation of the applicable impact fee shall be based upon the City of Seaford Municipal Code Section 11-23 –11-28. Impact fees shall be payable to the Owner the month following permit issuance. Owner will annually provide to User the impact fee rate amount applicable by June 1, (pending Council approval) preceding the upcoming fiscal year beginning July 1.

11. If User decides, during the life of this agreement, to seek alternative options for treating the User's wastewater flows and reduces or eliminates flows to the Owner, the Owner can regain use of said capacity given up by the User. In the event the User removes any portion of its flows, the Owner may regain that portion of the treatment capacity given up by the User if the Owner repays BLSSD 75 percent of the dollars paid to the Owner for capital construction reimbursement costs (as described in Section 10a) of capacity given up by the User. The aforementioned reimbursement shall also include asset depreciation. Depreciation shall be based on a 20 year usable lifespan of facilities and equipment. The base year shall be 1998, the year of completion of plant

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expansion to present capacity. The depreciation calculation shall be straight line methodology and the total depreciation amount shall be deducted from any monies to be returned to the User. The Owner reserves the right to repay the User over a five year period. Any additional capital construction reimbursement and deprecation cost will be based on the year the new capital construction was placed in service.

12. In the event that the Owner deems it necessary to impose a moratorium upon additional flows to the Wastewater Treatment Plant, the User will also be required to place a moratorium on their flows from the User to the Wastewater Treatment Plant. The User will be required to take steps satisfactory to the Owner that additional flows to the Wastewater Treatment Plant will be eliminated during the moratorium period. In the event of a moratorium additional treatment capacity allocations outlined in TABLE 1 will not be granted by the Owner. The lifting of any moratorium implemented by the Owner will also lift the moratorium for the User.
13. Each party hereto, by a duly authorized representative, shall have the right at any time during business hours to inspect the books and records of the other party in order to ascertain the correctness of any figures used in computing the liability of any party to any other party. Owner agrees to provide User an annual budget and audit report for the Owner's Wastewater Treatment Facilities and Compost departments.
14. User shall sample the District pumping station according to the sampling schedule contained herein. User shall observe proper sampling techniques,

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holding times and preservation methods when collecting and processing samples.

SAMPLING SCHEDULE

Pollutant	Sample Type		Remaining Duration of Agreement*
BOD	24hr flow proportioned composite		Once / month
TSS	24hr flow proportioned composite		Once / month
Total Nitrogen (TKN + NO ₂ -NO ₃)	24hr flow proportioned composite		Once / month
Total Phosphorus	24hr flow proportioned composite		Once / month
Copper, Zinc, Molybdenum	24hr flow proportioned composite		Once / month
pH	Grab		Once / month
Seaford Local Limits Scan	24hr flow proportioned composite		Once / year
*During the first year of the Agreement, the User shall sample at the indicated frequency. After one year, and after obtaining approval of the Owner, the User may sample at the alternate frequency indicated.			

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

15. Owner will notify User if chronic permit compliance problems are experienced at Owner's Wastewater Treatment Facilities including Compost. If such problems are experienced due to wastewater conveyed by the User, then User will take immediate steps to remedy any situation, which causes such problems.

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City of Seaford &
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If User is unable to remedy such situations, User may be required to install a pretreatment system to reduce wastewater constituents exceeding the "Wastewater Quality Criteria" attached hereto as Exhibit A.

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

17. The Owner agrees to secure and maintain, at its own expense, all risk (special form) property and extra expense insurance, equipment breakdown insurance including extra expense insurance on the treatment plant and compost area and

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

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

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City of Seaford &
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For the OWNER,

City Manager	(302) 629-9173	414 High Street PO Box 1100	Seaford, DE 19973
Dir. of Public Works	(302) 629-8307	414 High Street PO Box 1100	Seaford, DE 19973
Operations Coordinator	(302) 629-8340	403 Nanticoke Ave.	Seaford, DE 19973
Non-business hours: Seaford Police Dept.	(302) 629-6644	300 Virginia Avenue	Seaford, DE 19973

For the USER,

County Administrator	855-7742
County Engineer	855-7718
Director of Operations	855-7730
Non-business hours	855-7803

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

Agreement
City of Seaford &
Blades Sanitary Sewer District

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

OWNER

By: _____
David Genshaw, Mayor
City of Seaford

Attest: _____
Secretary

SUSSEX COUNTY

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

Attest: _____
Clerk, Sussex County Council

Agreement
City of Seaford &
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EXHIBIT A

WASTEWATER QUALITY CRITERIA

All wastewater delivered to the Owner by the user shall be subject to the following standards:

1. No storm water, surface water, ground water, cooling water or other unpolluted waters shall be discharged to Owner's facilities.
2. Flow shall not exceed 144,000 gallons per day (GPD).
3. Average Biochemical Oxygen Demand (BOD) shall not exceed 270 pounds per day.
4. Average Total Suspended Solids (TSS) shall not exceed 291 pounds per day.
5. pH shall range between 6 s.u. and 9 s.u.
6. Average temperature shall range between 50 degrees F. and 70 degrees F., with maximum instantaneous temperature never to exceed 104 degrees F.
7. The average Total Kjeldahl Nitrogen (TKN) loading shall not exceed 41 pounds per day.
8. The average Total Phosphorus (TP) loading shall not exceed 7.3 pounds per day.
9. Grease, oil, fats, and wax shall not exceed 30 parts per million average and 100 parts per million peak.
10. The following substances are prohibited:
 - a. Hauled waste – including septage, portable toilet waste, and industrial waste.
 - b. Gasoline or any other flammable or explosive liquid, solid or gas-none.
 - c. Malodorous or toxic gases or vapors - none.
 - d. Garbage - only portions which pass through pump station.

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- e. Solid, semi-solid, or viscous substances capable of obstructing pipelines or interfering with treatment processes - none.
- f. Pickling wastes or plating solutions - none.
- g. Minerals - only to the extent tolerable to the normal treatment process.
- h. Radioactive materials - none
- i. Toxic substances shall not exceed the Maximum Allowable Headwork's Concentrations (MAHC) as established by the owner in the 2009 Local Limits re-evaluation. The owner shall provide timely updates or revisions to these limits as they are adopted. The current monthly average concentration limits are:

MAHC (mg/l)

Pollutant	mg/l
Arsenic	0.0159
Cadmium	0.0046
Chromium	0.3408
Copper	0.0323
Cyanide	0.1369
Lead	0.0485
Mercury	0.0060
Molybdenum	0.0200
Nickel	0.1334
Selenium	0.0145
Silver	0.0072
Zinc	0.3939

- j. Any other solid, liquid or gaseous substances which has an adverse effect on transmission, treatment, or disposal of wastewater or is in violation of State or Federal Statues or regulations - none.
11. "Average," as used hereinbefore, shall be defined as the monthly mean value, as determined by totaling the individual sampling results and dividing that value by the number of samples taken during the month in question. "Peak", as used hereinbefore, shall be defined as a parameter value which has duration of 15 minutes or longer on any given day, as determined by sampling and testing.

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EXHIBIT F

TREATMENT SURCHARGE CALCULATION

County agrees to pay City a surcharge, which is to be added to the Base Monthly Charge, for sewage treated by City pursuant to the terms hereof, according to the following formulas:

Surcharge loading calculations are based off of Blade's current flow limit of 144,000 GPD and Seaford's average influent flow of 1,100,000 GPD.

BOD:

$C_s = B_c \times B \times D$, where

C_s = A surcharge for wastewater of above average strength.

B_c = Cost to treat one pound of BOD under aeration (\$0.0233 per pound).

B = Loading of BOD from County above 270 lbs/d.

D = Number of days in the month.

TKN:

$C_s = N_c \times N \times D$, where

C_s = A surcharge for wastewater of above average strength

N_c = Cost to treat one pound of TKN under aeration (\$0.2737 per pound).

N = Loading of TKN from County above 41 lbs/d.

D = Number of days in the month.

TP:

$C_s = (P - L)(G)(C)(D)$, where

P = Monthly average phosphorus loading (lbs/d).

L = Monthly average phosphorus loading limit (7.3 lbs/d).

G = Gallons of alum required to precipitate 1 lb of phosphorus (6).

C = Alum cost per gallon.

D = Number of days in the month.



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: **Sussex Central High School**

PROJECT NAME: **Mock Trial Team**

FEDERAL TAX ID: **51-6000279** NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?
 YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: To provide students with opportunities to develop critical thinking skills, public speaking ability, a focused work ethic, and self-confidence in a team environment, along with insight into the legal field and trial advocacy, training, and experience.

ADDRESS: **Sussex Central High School**
26026 Patriots Way
Georgetown DE 19947
(CITY) (STATE) (ZIP)

CONTACT PERSON: **Helen E. Elliott**

TITLE: **Mock Trial Head Coach**

PHONE: **302-934-3166** EMAIL: **helen.elliott@irsd.k12.de.us**

TOTAL FUNDING REQUEST: \$800.00

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

If YES, how much was received in the last 12 months?

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? **50%**

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Fair Housing | <input type="checkbox"/> Health and Human Services | <input type="checkbox"/> Cultural |
| <input type="checkbox"/> Infrastructure ¹ | <input type="checkbox"/> Other | <input checked="" type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|---|--|---|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Elderly Persons | <input type="checkbox"/> Low to Moderate Income ² | <input checked="" type="checkbox"/> Youth |
| <input type="checkbox"/> Minority | <input type="checkbox"/> Other | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

14 students representing SCHS

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

We are the Sussex Central High School Mock Trial Team. We are writing to you to respectfully request a donation to support our team so we may compete in the Delaware High School Mock Trial Competition.

Last year, our team made history by becoming the first Sussex County team in the 25 years of the Competition to compete in the Final Championship Round. Six years ago, Sussex Central High School Mock Trial Team was nothing but a whisper, ranked 25th in the state. Now at the top of the rankings, we continue to build our legacy and our success in the Delaware State Mock Trial world. Unfortunately, our continued success has been threatened by funding cuts which have eliminated our budget.

We recognize the value of this amazing experience, but need your help to sustain our mock trial program at Sussex Central High School. Being the only school from Sussex County (and often the only school from outside New Castle County) to compete, we have costs for a weekend of lodging and travel that none of the other schools have, as well as, paying the annually registration fee. In addition, we hope to secure funds for travel to other schools in Delaware to scrimmage teams of equal or higher quality and for travel to visit and observe the University of Delaware's Mock Trial Team. These trips will provide the team with the interactions required to succeed in the annual state competition and beyond.

The mock trial team is dedicated to educating all team members on understanding our judicial system and developing analytical and oratorical skills to be effective, articulate leaders in our society. The impact of this academic program is far reaching. Majority of the students on the mock trial team will even further these experiences by attending college or establishing a career in law. Many alumni from this program come back annually to help advise the current team and ensure the vitality of the program. Your generous support will enable these students to achieve greater success, and it will support our young civic-minded students here at Sussex Central High School and in Sussex County!

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	0.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Two nights of lodging in Wilmington, DE	-\$ 1,200.00
Travel expenses (gas, parking permits/fees)	-\$ 150.00
Registration Fee	-\$ 200.00
TOTAL EXPENDITURES	-\$ 1,550.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 1,550.00

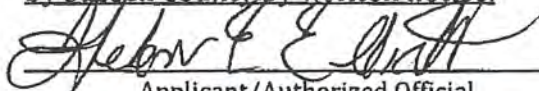
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Sussex Central High School Mock Trial Team agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

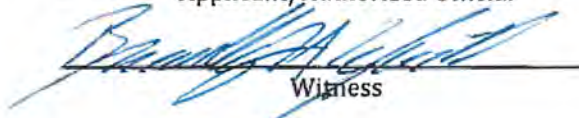
SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
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- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**



Applicant/Authorized Official

1/12/17
Date



Witness

1/12/17
Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

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Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.

Applicant/Authorized Official

1/12/17

Title

Witness

1/12/17

Date



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: First State Community Action Agency, Inc
PROJECT NAME: Martin Luther King jr Celebration
FEDERAL TAX ID: 51-0104704 NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION:

In 1983, when the U.S. Congress passed the bill establishing the first and only federal holiday honoring an African American, Dr. King, we, as a Race, as a nation, as a world, realized A DREAM! We can ill afford to forget such a great man- a man of God- who knew it was A New Day - A day to stop segregation laws, sub standard housing, jobs and wages; a man who had A New Vision ; he had A DREAM- remember? Some forty-five years later WE are experiencing A DREAM turned into reality. THE DREAM of the First ever elected Black President of the United States of America! He also told us we had to have A New Attitude ; An attitude of non-violence, of self help, of justice and opportunity; An attitude of loving, not hating; of unity, not division; of understanding, not anger; of peace, not war and of freedom for everyone!
It is very clear why I MUST celebrate the life and the legacy of Dr. King and why YOU MUST celebrate The King Holiday WE MUST Continue to "Nurture and perpetuate the legacy and vision of Dr. Martin Luther King, Jr." If not, we will forget, and if we forget what Dr. King died for, forget THE DREAM, THE VISION, THE ATTITUDE, we leave the door open for the same injustices, same violence, same hate, same division, the same intolerance to happen again!

ADDRESS:

308 North Railroad Ave

Georgetown

(CITY)

DE

(STATE)

19947

(ZIP)

CONTACT PERSON:

Bernice M. Edwards

TITLE:

Executive Director

PHONE:

302-856-7761

EMAIL: bedwards@firststatecaa.org

TOTAL FUNDING REQUEST: \$1,500.00

Has your organization received other grant funds from Sussex County Government in the last year? YES NO

If YES, how much was received in the last 12 months?

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 5%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Fair Housing | <input type="checkbox"/> Health and Human Services | <input checked="" type="checkbox"/> Cultural |
| <input type="checkbox"/> Infrastructure ¹ | <input type="checkbox"/> Other | <input checked="" type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|---|---|--|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input checked="" type="checkbox"/> Homeless |
| <input checked="" type="checkbox"/> Elderly Persons | <input checked="" type="checkbox"/> Low to Moderate Income ² | <input checked="" type="checkbox"/> Youth |
| <input checked="" type="checkbox"/> Minority | <input type="checkbox"/> Other | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
300

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

Since 1998 the Martin Luther King Jr. Celebration Organization of Sussex County Delaware has hosted a series of events including the MLK Parade on Saturday morning, The MLK Banquet Saturday evening with keynote Dr. William Wallace a founding member of the MLK Jr. Celebration Organization, telling the story and impact of Dr. King and the civil rights movement. The events finish on Sunday January 16th, at Christ Church in Habeson, Delaware with a worship service at 10 AM. The MLK organization will utilize the Sussex County grant funds to support the MLK Banquet event and provide scholarship funds for low income family and youth to attend. This is a weekend of fun educational activities and fellowship for all people to unite and celebrate the accomplishments of Dr. King and the country in restoring equality for all people. The young people and families receiving scholarships would not be able to attend without this support and would not otherwise receive the knowledge of Dr. King and his role in the civil rights movement.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

The MLK Celebration Organization is not a religious organization, however it's leadership consist of a large number of clergy and the weekend of activities end with a worship service on Sunday. The Sussex County Non profit Grant funds will only support the Saturday evening banquet event and not the Sunday Worship Service.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	9,520.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
28 Scholarships for individuals and families (\$35.00 per person)	\$ 1,500.00
*Other revenue listed above is generated by ticket sales	
TOTAL EXPENDITURES	\$ 1,500.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 11,020.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the First State Community Action agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
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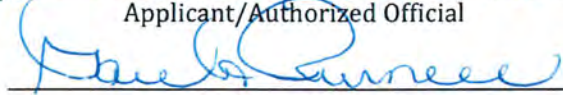
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Applicant/Authorized Official

12/14/16

Date



Witness

12/14/16

Date

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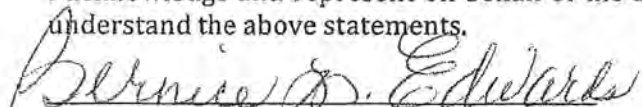
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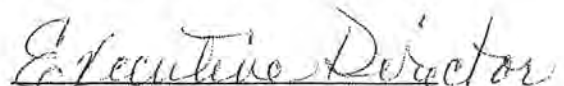
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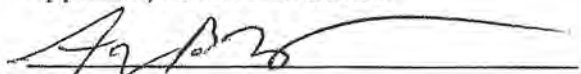
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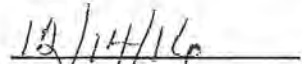
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