

# Sussex County Council Public/Media Packet

**MEETING: JUNE 2, 2020** 

### \*\*DISCLAIMER\*\*

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

## **COUNTY COUNCIL**

MICHAEL H. VINCENT, PRESIDENT IRWIN G. BURTON III, VICE PRESIDENT DOUGLAS B. HUDSON JOHN L. RIELEY SAMUEL R. WILSON JR.





DELAWARE sussexcountyde.gov (302) 855-7743 T (302) 855-7749 F

## **SUSSEX COUNTY COUNCIL**

## TELECONFERENCE MEETING\*\*

AGENDA

**JUNE 2, 2020** 

10:00 A.M.

PLEASE NOTE – AS PERMITTED BY GUBERNATORIAL AUTHORITY, IN ORDER TO LIMIT THE RISK OF POTENTIAL COVID-19 EXPOSURE, THE PUBLIC SHALL BE DENIED ENTRY TO THE COUNTY COUNCIL MEETING. THE PUBLIC IS ENCOURAGED TO PARTICIPATE IN THE COUNCIL MEETING ELECTRONICALLY. FURTHER INSTRUCTIONS ARE LISTED AT THE BOTTOM OF THIS AGENDA.

### Call to Order

**Approval of Agenda** 

**Approval of Minutes** 

**Public Comments** 

## **Consent Agenda**

- 1. Use of Existing Wastewater Infrastructure Agreement, IUA1091 Wellesley, Wellesley Rehoboth, LP
- 2. Use of Existing Wastewater Infrastructure Agreement, Hyatt Hotel Hyatt Hotel, Lewes Hotel, LLC
- 3. Use of Existing Wastewater Infrastructure Agreement, IUA1026 Tidalwalk Phase 2, EVG-FT Ventures, LLC
- 4. Use of Existing Wastewater Infrastructure Agreement, IUA1132 Lewes Crest, The Evergreene Companies, LLC
- 5. Use of Existing Wastewater Infrastructure Agreement, IUA968 Oyster Cove, Old Orchard Ventures, LLC



### **Todd Lawson, County Administrator**

- 1. County Update and Discussion Related to COVID-19
- 2. Administrator's Report

## **Gina Jennings, Finance Director**

1. State of Delaware Memorandum of Understanding (MOU) for Dog Control Enforcement

## Hans Medlarz, County Engineer

- 1. Western Sussex Transmission Facilities
  - A. Contract 1: Rt. 13 Forcemain Final Balancing Change Order and Substantial Completion
  - B. Contract 2: Market Street Gravity Sewer Balancing Change Order and Substantial Completion
  - C. Contract 4: Pump Stations Change Order No. 1
  - D. Concord Road/RT-13 Utility Upgrade Contract Continuation under stand-alone Purchase Order
- 2. Artesian Wastewater Management, Inc.
  - A. Bulk Services Agreement Addendum 3

## Lester Shaffer, County Constable

1. Discussion and Possible Introduction of Proposed Ordinance(s) related to property maintenance, including:

"AN ORDINANCE TO AMEND CHAPTER 80 ("LOT MAINTENANCE") OF THE CODE OF SUSSEX COUNTY RELATING TO LOT MAINTENANCE, INCLUDING THE ADOPTION OF ENFORCEMENT AND PENALTY PROVISIONS PURSUANT TO TITLE 9, CHAPTER 72 OF THE DELAWARE CODE"

"AN ORDINANCE TO AMEND CHAPTER 52 OF THE CODE OF SUSSEX COUNTY GRANTING THE BOARD OF ADJUSTMENTS AND APPEAL AUTHORITY TO HEAR APPEALS OF VIOLATIONS UNDER CHAPTER 80 ("PROPERTY MAINTENANCE CODE") AND CHAPTER 115 ("ZONING"), ARTICLE XXV ("SUPPLEMENTARY REGULATIONS"), §115-191 AND ITS SUBSECTIONS PERTAINING TO VEHICLES AND TRAILERS AND PROHIBITED ACCUMULATIONS"

"AN ORDINANCE TO AMEND CHAPTER 115, ARTICLE XXV, "SUPPLEMENTARY REGULATIONS", §§ 115-191 THROUGH 115-191.8 OF THE CODE OF SUSSEX COUNTY RELATING TO "PARKING, STORING AND MAINTAINING VEHICLES AND TRAILERS" AND PROHIBITED ACCUMULATIONS", INCLUDING THE ADOPTION OF ENFORCEMENT AND PENALTY PROVISIONS PURSUANT TO TITLE 9, CHAPTER 72 OF THE DELAWARE CODE"

## **Grant Requests**

- 1. Harry K Foundation for the Halt Hunger Program
- 2. Partnership for the Delaware Estuary for the Mispillion and Cedar Creek Watershed and Ecotourism Investment Strategy
- 3. Georgetown Historical Society for carriage buildings

## **Council Members' Comments**

<u>Executive Session – Land Acquisition and Pending Litigation pursuant to 29 Del.C.§10004(b)</u>

**Possible Action on Executive Session Items** 

## **Adjourn**

In accordance with 29 <u>Del.C.</u> §10004(e)(2), this Agenda was posted on May 26, 2020 at 4:00 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 may be considered out of sequence.

Further meeting access instructions are listed below.

### -MEETING INSTRUCTIONS-

\*\* The Sussex County Council is holding this meeting under the authority issued by Governor John C. Carney through Proclamation No. 17-3292. The meeting will be conducted using teleconference technology.

To join the meeting via phone, please dial:

Conference Number: 800-988-0494

Passcode: 1695792

Members of the public joining the meeting on the phone will be provided an opportunity to make comments under the Public Comment section of this agenda only.

The County will stream this meeting using the same technology it uses for its Chamber Broadcast that can be viewed at <a href="https://sussexcountyde.gov/council-chamber-broadcast">https://sussexcountyde.gov/council-chamber-broadcast</a>. This stream will broadcast the meeting materials and audio only, the public <a href="will-not be able-to-comment or speak">will not be able-to-comment or speak</a> using this broadcast. This stream will experience a 30-second delay.

The Council meeting materials, including the "packet", are electronically accessible on the County's website at: <a href="https://sussexcountyde.gov/agendas-minutes/county-council">https://sussexcountyde.gov/agendas-minutes/county-council</a>.

If any member of the public would like to submit comments electronically, please feel free to send them to <a href="mailto:rgriffith@sussexcountyde.gov">rgriffith@sussexcountyde.gov</a>. All comments shall be submitted by 4:30 P.M. on Monday, June 1, 2020.

# # # #

<sup>&</sup>lt;sup>1</sup> These restrictions are being implemented to limit the exposure and risk related to "COVID-19" for County personnel and members of the public who seek to attend the County Council Meeting. These decisions are being made under the authority issued by Governor John C. Carney through Proclamation No. 17-3292. See: <a href="https://governor.delaware.gov/proclamation-173292-03132020/">https://governor.delaware.gov/proclamation-173292-03132020/</a>.

## SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, MAY 19, 2020

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, May 19, 2020, at 10:00 a.m., by teleconference with the following present:

Michael H. Vincent
Irwin G. Burton III
Douglas B. Hudson
John L. Rieley
Samuel R. Wilson Jr.

President
Vice President
Councilman
Councilman
Councilman

Todd F. Lawson
Gina A. Jennings
J. Everett Moore, Jr.

County Administrator
Finance Director
County Attorney

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

Call to

Order Mr. Vincent called the meeting to order.

M 181 20 Approve Agenda A Motion was made by Mr. Wilson, seconded by Mr. Burton, to approve the Agenda, as posted.

**Motion Adopted:** 5 Yeas.

Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;

Mr. Wilson, Yea; Mr. Burton, Yea;

Mr. Vincent, Yea

Amended

Mr. Vincent noted an error in the May 12, 2020 Council minutes:

Minutes

Approved Page 1, Paragraph 1, Line 2

March 12, 2020 should be May 12, 2020.

The minutes of May 12, 2020, as amended, were approved by consent.

Public Comments

A public comment period was held and the following spoke: Jeanette

**Comments** Akhter.

COVID-19

Mr. Lawson provided a COVID-19 County Update.

County Update

It is anticipated that the County will hear from the State very soon about State funding for local municipalities. The County has had conversations with State officials regarding State funding flowing through the CARES Act to the State; Kent and Sussex Counties are being asked to help with the administration of that funding. The funding will come with guidelines from the State; final decisions have yet to be made.

COVID-19 County Update (continued) In regard to reopening, the Governor has recently lifted some restrictions and June 1 is the target date for other restrictions being lifted. The County is continuing to take steps to be able to open at the appropriate time. The County has now received plexiglass dividers and they are being installed throughout the County Administration Building so that staff can be separated from the public. Meetings are being held with directors to finalize contingency plans related to reopening. The County is in no rush to reopen; the County will continue to operate with most people working from home; however, at the appropriate time, the County will be prepared to open its doors and serve the public accordingly.

Fiscal Year 2021 Budget Presentation Mr. Lawson and Mrs. Jennings gave a presentation on the Proposed Budget for Fiscal Year 2021.

Mr. Lawson reported that, due to the uncertainty related to the COVID-19 pandemic, the County is taking a very conservative approach to the budget and keeping growth to a minimum. The County's largest revenue source, Realty Transfer Tax (RTT) is projected to be approximately \$2 million beyond Fiscal Year 2019; this increase is a result of large-valued transfers occurring during the fiscal year. Relying on RTT collection for operations does present a risk due to the volatile nature of the funding. Based on these trends, the budget being presented keeps RTT at the same level as the previous year. In this budget, RTT funding is used for public safety only; these expenses include fire and ambulance service support, supplemental contracted State Police troopers, local law enforcement grants, and the operations of the Emergency Medical Services and Emergency Preparedness departments.

The budget was a collaborative effort among the budget team and department heads to prioritize expenses during an unstable economic time. Mr. Lawson acknowledged the efforts of Gina Jennings, Finance Director, and Kathy Roth, Deputy Finance Director, and stated that they do an outstanding job each year during the budget preparation and presentation. He noted, however, that this year presented some very unique and economic challenges and, even so, they have developed a budget which reflects the uncertainty of these times yet maintains the County's operations. Mr. Lawson also thanked the County Council for its leadership and continued fiscal responsibility, which have helped build a strong foundation that has allowed this government to continue to live within its means and stay strong during economic uncertainty.

Mr. Lawson stated that Sussex County's economy will be affected by the COVID-19 pandemic. As the budget was prepared, building permits continue to be pulled and demand for services have not decreased. However, unemployment claims are increasing, and non-essential businesses are unable to fully open their doors. It is only a matter of time before the County's revenues are impacted. Therefore, the County will continue to live by a responsible financial philosophy while monitoring the local market trends. This philosophy governed the decision of developing a baseline

Fiscal Year 2021 Budget Presentation (continued) budget with supplemental increases depending on financial metrics. It is hoped that this unique budget strategy will allow the County to support its residents with low-cost services, while being able to increase support for citizens throughout the budget year if revenues allow it.

Mr. Lawson and Mrs. Jennings presented the proposed \$157.8 million budget for Fiscal Year 2021.

## **Summary:**

<b>Fund</b>	2021 Budget	2020 Budget	Difference
General Fund	\$65,891,626	\$81,460,499	(\$15,568,873)
Capital Projects - GF	\$10,200,000	\$21,366,500	(\$11,166,500)
Water & Sewer Fund	\$42,426,210	\$40,803,693	\$ 1,622,517
Capital Projects – WS	\$30,950,000	\$34,580,000	(\$ 3,630,000)
Pension	\$ 8,381,650	\$ 7,553,724	\$ 827,926
Total	\$157,849,486	\$185,764,416	(\$27,914,930)

## **Revenue Highlights:**

- No tax increase or general fund fee increases
- No increase is sewer service charge
- Unified connection fee remains at \$6,360 all districts will now pay the same rate (including Ellendale and Blades)
- Increase in water service charge of \$15 \$3.75/quarter (Dewey)
- Assessment fees decrease in the following areas:
  - Ocean View
  - Holt's Landing
  - Holt's Landing The Greens
  - Long Neck
- Assessment fee increase for:
  - Henlopen Acres/Dewey Beach
- New assessment for customers coming online in FY 2021

## **General Fund Revenue Projections:**

- No use of savings to support the operations of the General Fund budget
- The new accommodations tax is now shown in this budget
- The following revenues expected to increase from FY2020 budget:
  - $\circ$  Taxes due to additional improvements (assessment rolls)  $\$489,\!000-3\%$  increase
  - Increase in grants from other governments \$777,000 11% increase
- The following revenues expected to decrease from FY2020 budget:
  - o Interest \$236,000 24% decrease

Fiscal Year 2021 Budget Presentation (continued)

- o Building related revenues \$549,000 5% decrease
- O Decrease in Sheriff revenues \$200,000 10% decrease
- Overall, revenue increase, without appropriated reserves, is \$1.3 million or a 2% increase (reflection of new Accommodations Tax)

Mrs. Jennings reviewed trends for building related revenues and Realty Transfer Tax. Realty Transfer Tax is budgeted at \$22.5 million which is 65% of FY 2020. One-hundred percent (100%) of Realty Transfer Tax will be used for public safety: Paramedics (minus grant) - \$11,704,863; State Police - \$3,413,922; EOC (minus grant/911 fee) - \$4,145,020; Fire Companies (minus building permit fee) - \$2,876,350; and Local Law Enforcement Grant - \$690,000.

## **Expense Highlights:**

- Operational expenses are relatively flat
- No new initiatives or grants
- Changes in personnel benefits

Mrs. Jennings reviewed the Grant-In Aid Budget totaling \$16,050,136: public safety -53%, libraries -17%, open space -11%, accommodation tax eligible expense -6%, community assistance -7%, economic development -4%, and agriculture and drainage -2%.

Mrs. Jennings reported that, in regard to capital projects, if a project has been started in a previous year, the project will continue. Total funding sources total \$10,200,000. Any new projects have been postponed until the economic impact on the County is known. Capital projects include public safety, information technology infrastructure (broadband initiative), land acquisition and improvements, and airport and business park projects.

#### **Sewer Revenue:**

- No increase in sewer service charges
- All sewer areas will pay the \$6,360 connection fee
- Assessment fees decrease for: Ocean View \$0, Holt's Landing \$0, Holt's Landing The Greens \$5.23 (decreased \$2.36/front foot), Long Neck \$0
- Assessment Fee increase for: Henlopen Acres/Dewey Beach \$317.52/EDU (increased \$21.48) annual debt payment increased \$120,000 over last year due to closing second SRF loan
- New Assessment for customers coming online in FY 2021: Chapel Branch - \$680/EDU and Western Sussex - \$303/EDU

## **Sewer Expenses:**

- Expenses increased \$1.5 million, or 3.8%
- The increase is due to the capital improvements to maintain the

Fiscal
Year
2021
Budget
Presen-
tation
(continued)

sewer system:

- \$800,000 Pump Stations 27, 222 and 70 rehab wet well, new valve vault and electrical improvements
- \$600,000 Pump Station 2 new wet well, valve vault, and electrical building
- \$400,000 Pump Station 4 drywell improvements, new bypass manhole and electrical replacement

Mrs. Jennings reported that Sewer Capital Projects total \$30.9 million, which is a slight decrease due to contract timings. There are no new initiatives included.

#### Water:

- Increase is water service charge of \$15 \$3.75/quarter (current rate = \$312)
- Operations increased \$115,000; the increase is driven by the water being purchased from Rehoboth Beach
- Beginning January 1, prices will increase by \$300,000; a \$150,000 increase in this year's budget

Mrs. Jennings noted that the water increase is a large impact to customers; therefore, since the Dewey Beach Water Fund has additional funding, that funding can be used to help offset this cost. In lieu of increasing the rate to \$80 immediately, Mrs. Jennings proposed a gradual increase in rate.

Mrs. Jennings commented on this presentation of a baseline budget with no new initiatives and no new projects, and she reported on the creation of supplemental budgets – supplemental to the baseline budget. Mrs. Jennings proposed that, every quarter, economic-driven revenues (Realty Transfer Tax, building permits, building inspections, and Recorder of Deeds) be looked at and for every \$1 million increase, a supplemental budget can be enacted. Mrs. Jennings reviewed the operational programs and projects, grant-in-aid, and capital projects included in Supplemental Budget Nos. 1 through 9. Mrs. Jennings noted the clause which was included stating that any amounts remaining would be transferred to the Capital Fund for future projects.

Mrs. Jennings advised that the budget and the accompanying budget presentation will be available on the County's website. Public Hearings on the budget will be held on June 23, 2020, beginning at 10:15 a.m. At this time, due to the public health crisis and in compliance with Gov. John C. Carney's emergency declaration, the public hearing may be limited to a virtual session with public comment submitted via telephone or in advance by emailing <a href="mailto:budget@sussexcountyde.gov">budget@sussexcountyde.gov</a>. The public should consult the Council's June 23rd agenda, when posted, for further guidance.

By law, Council must adopt a budget by June 30th. The public can view a copy of the proposed budget, including the accompanying presentation, at

## (continued) www.sussexcountyde.gov/county-budget.

## Introduction of Proposed Budget Ordinances

Mr. Burton introduced the Proposed Ordinance entitled "AN ORDINANCE ESTABLISHING ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2021".

Mr. **Ordinance** "AN **Burton** introduced the Proposed entitled **ORDINANCE ESTABLISHING** ANNUAL **SERVICE** CHARGES, **ANNUAL ASSESSMENT** RATES **FOR** COLLECTION AND **TRANSMISSION** AND/OR TREATMENT, AND CONNECTION CHARGES FOR ALL SUSSEX COUNTY WATER AND SANITARY **SEWER DISTRICTS".** 

The Proposed Ordinances will be advertised for public hearing.

It was noted that although Mr. Burton stated "adoption" in regards to the introduction of the Proposed Ordinances, it was clarified that both ordinances were "introduced" by Mr. Burton.

## Administrator's Report

Mr. Lawson read the following information in his Administrator's Report:

## 1. Delaware State Police Activity Report

The Delaware State Police year-to-date activity report for April 2020 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 197 troopers assigned to Sussex County for the month of April.

## 2. Holiday and Council Meeting Schedule

A reminder that County offices will be closed on Monday, May 25th, to observe the Memorial Day holiday. In addition, Council will not meet on Tuesday, May 26th. The next regularly scheduled Council meeting will be held on Tuesday, June 2nd, at 10:00 a.m.

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

General
Labor &
Equipment
Contract/
Project
C/O and
Award of
Second
One-Year
Contract

Hans Medlarz, County Engineer, discussed the FY 2019 General Labor & Equipment Contract, Project No. 19-01 and presented Change Order No. 3 (FY 2020). The Change Order, in the amount of \$697,000, is a result of a design change due to emergency work at the Greenwood Library, Inland Bays agricultural field regrading and additional work at budgeted pump stations for unexpected conditions.

Mr. Medlarz reported that the General Labor & Equipment Contract is again due to expire on July 1, 2020. As presented at the initial award, the

General Labor & Equipment Contract (continued) contract allows for two (2) one-year extensions at the County's discretion. Mr. Medlarz reported that the contractor's performance is still quite satisfactory, and a second one-year extension is in the County's best interest. Therefore, the Engineering Department recommends exercising the second one-year extension option under the unit prices previously bid, in the amount of up to \$5,170,000.

M 182 20 Approve Change Order and Renewal of Contract/ General Labor & Equipment A Motion was made by Mr. Hudson, seconded by Mr. Burton, based upon the recommendation of the Sussex County Engineering Department, that Change Order No. 3, FY 2020, for Contract 19-01, FY 2019 General Labor & Equipment Contract, be approved, increasing the contract amount by \$697,000, for a new total of \$8,754,200; and to approve the second one-year contract extension in the amount up to \$5,170,000, unit prices, as previously bid.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;

Mr. Wilson, Yea; Mr. Burton, Yea;

Mr. Vincent, Yea

Grant Request

Contract

Mrs. Jennings presented a grant request for Council's consideration.

M 183 20 Councilmanic Grant A Motion was made by Mr. Rieley, seconded by Mr. Burton, to give \$5,000 (\$1,000 from each Councilmanic Grant Account) to Delaware Aviation Museum Foundation to offset the price of fuel for the America Strong Flyover.

**Motion Adopted:** 5 Yeas.

Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;

Mr. Wilson, Yea; Mr. Burton, Yea;

Mr. Vincent, Yea

M 184 20 Go Into Executive Session At 11:15 a.m., a Motion was made by Mr. Hudson, seconded by Mr. Wilson, to recess the Regular Session and go into Executive Session to discuss matters relating to personnel, land acquisition and pending litigation.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;

Mr. Wilson, Yea; Mr. Burton, Yea;

Mr. Vincent, Yea

**Executive Session** 

At 11:18 a.m., an Executive Session of the Sussex County Council was held by teleconference to discuss matters relating to personnel, land acquisition and pending litigation. The Executive Session concluded at 12:36 p.m.

M 185 20 Reconvene Regular

At 12:38 p.m., a Motion was made by Mr. Hudson, seconded by Mr. Wilson, to come out of Executive Session and to reconvene the Regular Session.

Session

**Motion Adopted:** 5 Yeas.

**Vote by Roll Call:** Mr. Hudson, Yea; Mr. Rieley, Yea;

Mr. Wilson, Yea; Mr. Burton, Yea;

Mr. Vincent, Yea

M 186 20 Negotiate Agreement/ Land Acquisition

A Motion was made by Mr. Burton, seconded by Mr. Hudson, to authorize the County Administrator and Finance Director/Chief Operating Officer to negotiate and enter into an agreement for purchase and sale, and proceed to closing thereon, for the acquisition of two certain parcels of property known as Land 2020-C and Land 2020-E.

**Motion Adopted:** 5 Yeas.

**Vote by Roll Call:** Mr. Hudson, Yea; Mr. Rieley, Yea;

Mr. Wilson, Yea; Mr. Burton, Yea;

Mr. Vincent, Yea

M 187 20 Adjourn

A Motion was made by Mr. Rieley, seconded by Mr. Wilson, to adjourn at 12:40 p.m.

**Motion Adopted:** 5 Yeas.

**Vote by Roll Call:** Mr. Hudson, Yea; Mr. Rieley, Yea;

Mr. Wilson, Yea; Mr. Burton, 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 (302) 855-7799 FAX



# Sussex County

DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

## Memorandum

TO:

Sussex County Council

The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President

The Honorable Samuel R. Wilson, Jr. The Honorable Douglas B. Hudson The Honorable John L. Rieley

FROM:

John J. Ashman

Director of Utility Planning

RE:

Existing Wastewater Infrastructure Use Agreement

Wellesley File: OM 9.01

DATE:

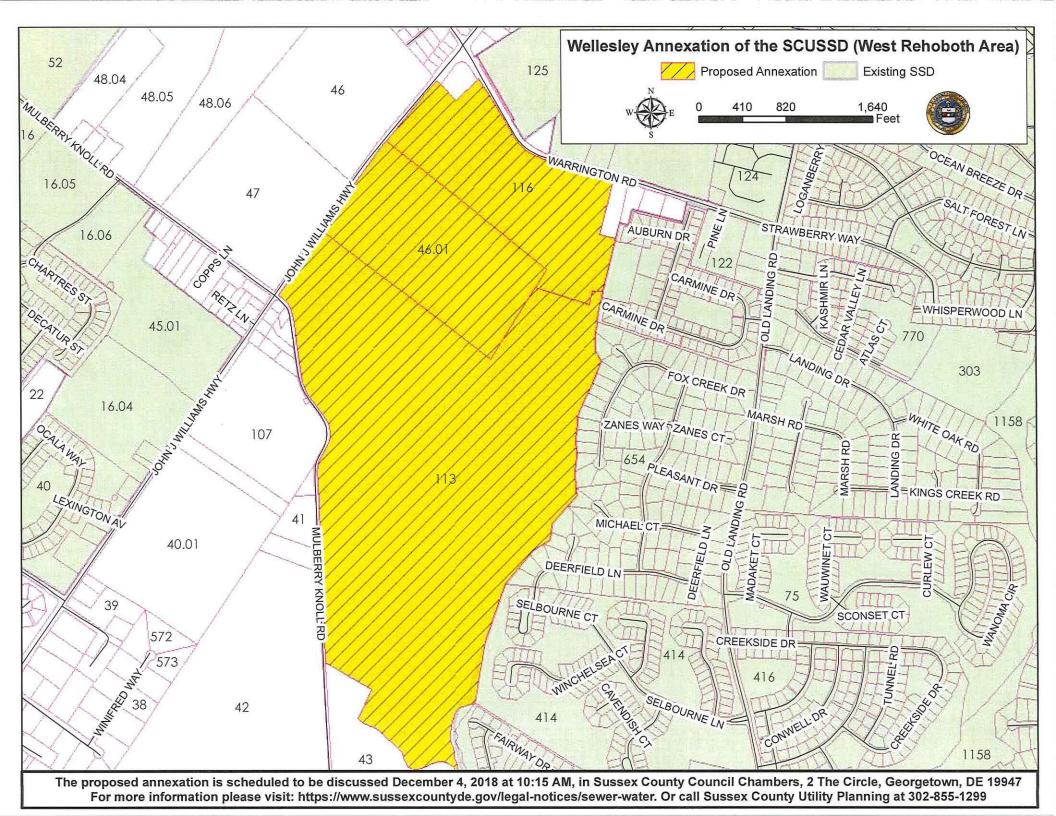
June 2, 2020

The Existing Wastewater Infrastructure Use Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the use of existing wastewater infrastructure with **Wellesley Rehoboth**, **LP** for the **Wellesley** project in the West Rehoboth Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Wellesley** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said infrastructure **Wellesley Rehoboth**, **LP** will contribute \$85,409.00 for the financial catch-up contribution of the existing infrastructure to serve **140** Equivalent Dwelling Units. Payment will be required prior to beneficial acceptance of the on-site pumpstation. System Connection Charges in place at the time of building permit request will still apply.





# USE OF EXISTING INFRASTRUCTURE AGREEMENT WELLESLEY INFRASTRUCTURE USE AGREEMENT - IUA1091

THIS AGREEMENT ("Agreement"), made	e this day of
2020, by and between:	

SUSSEX COUNTY, a political subdivision of the State of Delaware, hereinafter called the "County," and;

WELLESLEY REHOBOTH, LP a Delaware Limited Partnership and developer of a project known as Wellesley, hereinafter called the "Developer" and;

#### WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as the Wellesley Subdivision as recorded in PB288, Page 29 on Tax Map parcels 334-12.00-46.01(P/O), 113.00(P/O) & 116.00(P/O) to be known as Wellesley ("Project") and;

WHEREAS, the Project is within the boundary of the Sussex County Unified Sanitary Sewer District (West Rehoboth Area) and;

WHEREAS, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County's existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect up to <u>140.00</u> additional equivalent dwelling units to County's existing system and to utilize the existing capacity in said system, Developer agrees to financial catch-up contribution in the amount of <u>\$85,409.00</u> for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.

- (4) Payment of the contribution must be submitted prior to beneficial acceptance of the on-site pumpstation.
- (5) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.
- (6) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the Sussex County Code.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for

any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the

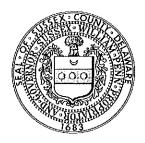
address of the Developer is 246 Rehoboth Avenue, Rehoboth Beach, Delaware 19971.

IN WITNESS, WHEREOF, the respective parties hereto have affixed their hands and seals the day and year aforesaid.

# **FOR THE COUNTY:** {Seal} By: (President - Sussex County Council) (DATE) ATTEST: Robin A. Griffith Clerk of the County Council FOR WELLESLEY REHOBOTH, LP By: Jack Lingo Asset Management, LLC, its General Partner Name: Nick Hammonds Title - Authorized Representative 4/9/2020 (DATE)

#### **ENGINEERING DEPARTMENT**

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



## Sussex County

DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

## Memorandum

TO: Sussex County Council

The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President

The Honorable Samuel R. Wilson, Jr. The Honorable Douglas B. Hudson The Honorable John L. Rieley

FROM: John J. Ashman

Director of Utility Planning

RE: Existing Wastewater Infrastructure Use Agreement

Hyatt Hotel File: OM 9.01

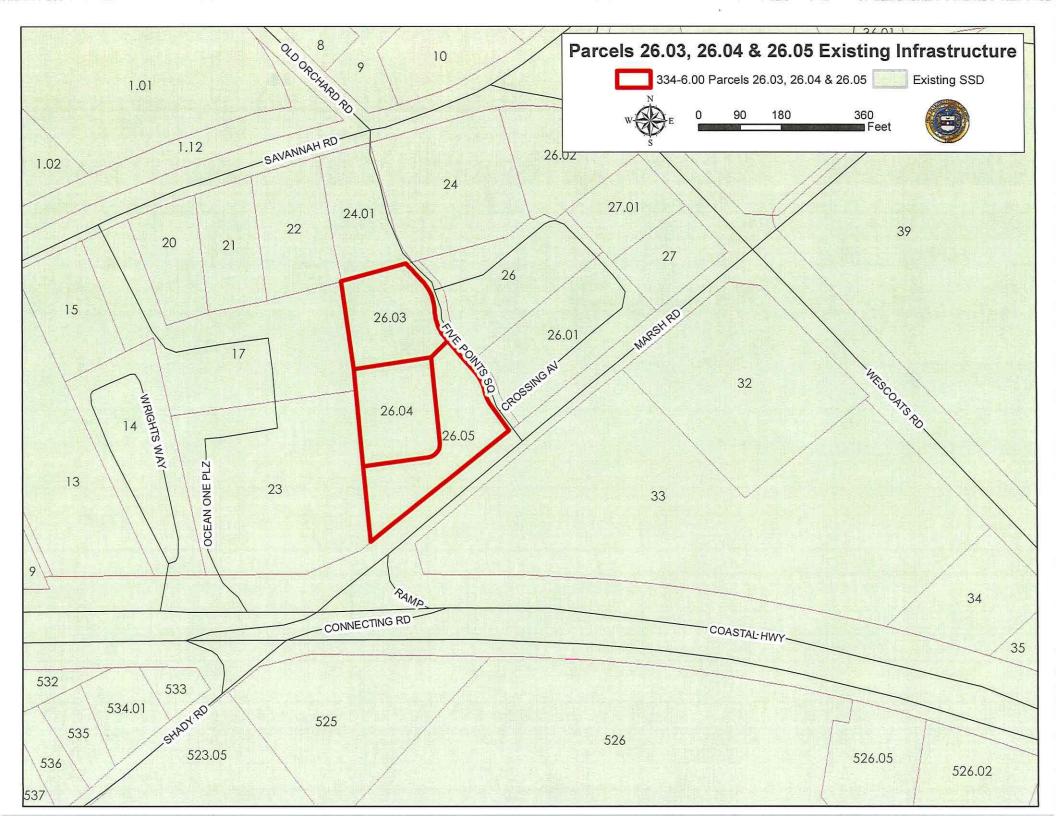
DATE: June 2, 2020

The Existing Wastewater Infrastructure Use Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the use of existing wastewater infrastructure with **Lewes Hotel**, **LLC** for the **Hyatt Hotel** project in the West Rehoboth Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Hyatt Hotel** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said infrastructure **Lewes Hotel**, **LLC** will contribute \$37,713.00 for the financial catch-up contribution of the existing infrastructure to serve **57.83** Equivalent Dwelling Units. Payment will be required prior to beneficial acceptance of the onsite pumpstation. System Connection Charges in place at the time of building permit request will still apply.





## **USE OF EXISTING INFRASTRUCTURE AGREEMENT**

#### **HYATT HOTEL**

THIS AGREEMENT ("Agreement"), made this	day	of
2019, by and between:		

SUSSEX COUNTY, a political subdivision of the State of Delaware, hereinafter called the "County," and;

**LEWES HOTEL, LLC,** a Delaware limited liability company and developer of a project known as Hyatt Hotel, hereinafter called the "Developer."

#### WITNESSETH:

WHEREAS, Developer is developing several tracts of land identified as Tax Map parcels 334-6.00-26.03, 26.04 & 26.05 to be known as Hyatt Hotel ("Project") and;

WHEREAS, the Project is within the boundary of the Sussex County Unified Sanitary Sewer District (West Rehoboth Area) and;

WHEREAS, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County's existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect up to <u>57.83</u> additional equivalent dwelling units to County's existing system and to utilize the existing capacity in said system, Developer agrees to financial catch-up contribution in the amount of <u>\$37,713.00</u> for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) Payment of the contribution must be submitted prior to receiving a connection permit for the facility.
- (5) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made

pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.

- (6) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the Sussex County Code.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is 405 East Marsh Lane, Suite 1, Newport DE 19804.

IN WITNESS, WHEREOF, the respective parties hereto have affixed their hands and seals the day and year aforesaid.

## **FOR THE COUNTY:**

{Seal}	By:(President - Sussex County Council)
ATTEST:	(DATE)
Robin A. Griffith Clerk of the County Council	

## FOR LEWES HOTEL, LLC.

By: (Seal)
Thomas Hanna - Authorized Signatory

3 19 2620 (DATE)

WITNESS

## **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 (302) 855-7717 UTILITY ENGINEERING 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

JOHN J. ASHMAN DIRECTOR OF UTILITY PLANNING

## Memorandum

TO: Sussex County Council

The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President

The Honorable Samuel R. Wilson, Jr. The Honorable Douglas B. Hudson The Honorable John L. Rieley

FROM: John J. Ashman

Director of Utility Planning

RE: Existing Wastewater Infrastructure Use Agreement

Tidalwalk Phase 2 File: OM 9.01

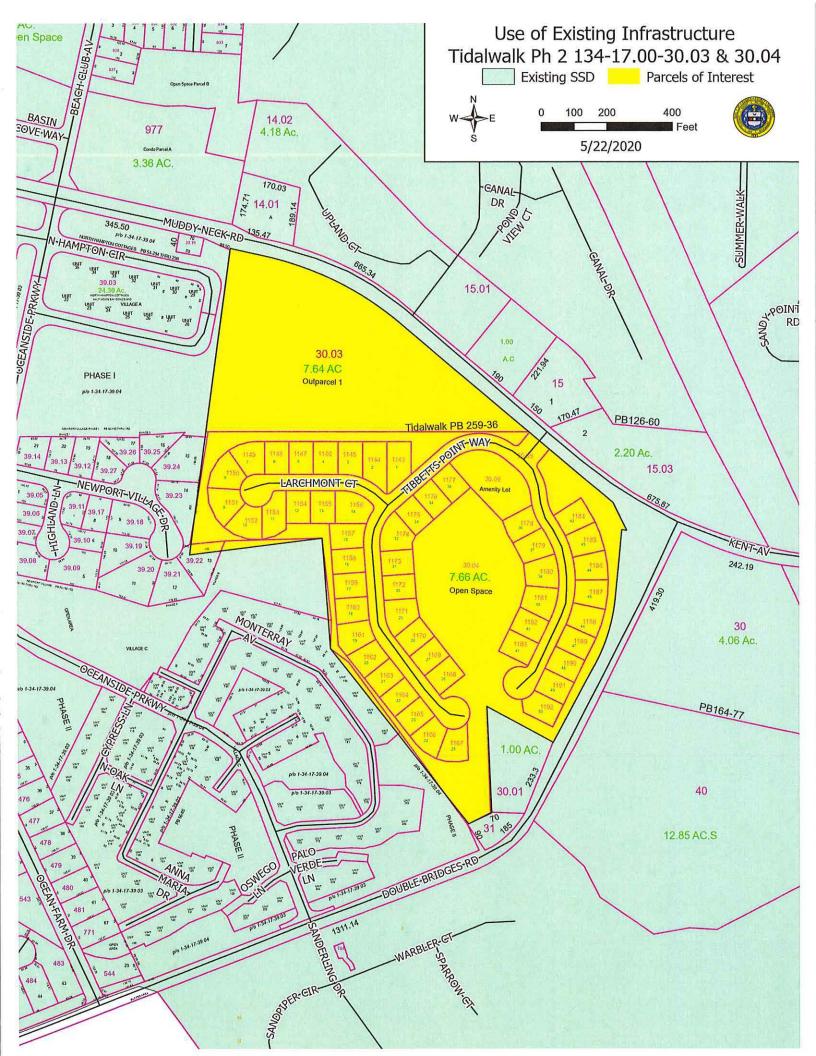
DATE: June 2, 2020

The Existing Wastewater Infrastructure Use Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the use of existing wastewater infrastructure with EVG-FT Ventures, LLC for the Tidalwalk Phase 2 project in the South Bethany Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Tidalwalk Phase 2** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said infrastructure **EVG-FT Ventures, LLC** will contribute \$18,289.00 for the financial catch-up contribution of the existing infrastructure to serve **18.00** Equivalent Dwelling Units. Payment will be required prior to beneficial acceptance of the on-site pumpstation. System Connection Charges in place at the time of building permit request will still apply.





## **EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT**

## **TIDALWALK PHASE 2 – IUA1026**

VI.

THIS AGRE	EMENT ("Agreement"), made this	8	day of
MAY	2020, by and between:		¥
	-		
SUSSEX CO	DUNTY, a political subdivision of the	State of E	elaware, hereinafter
called the "County,"	and;		

**EVG-FT VENTURES, LLC.** a Limited Liability Corporation and developer of a project known as **Tidalwalk (Phase 2)**, hereinafter called the "Developer."

## WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcels 134-17.00-30.03 & 30.04 be known as **Tidalwalk (Phase 2)** ("Project") and;

WHEREAS, the Project is within the boundary of the Sussex County Unified Sanitary Sewer District (South Bethany Area) and;

WHEREAS, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County's existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect up to <u>18.00</u> additional equivalent dwelling units to County's existing system and to utilize the existing capacity in said system, Developer agrees to financial catch-up contribution in the amount of <u>\$18,289.00</u> for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) Payment of the contribution must be submitted prior to beneficial acceptance of the on-site collection system.
- (5) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made

pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.

- (6) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the Sussex County Code for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the Sussex County Code and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the Sussex County Code.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is 701 Bethany Loop, Suite 2 Bethany Beach, Delaware 19930.

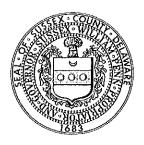
IN WITNESS, WHEREOF, the respective parties hereto have affixed their hands and seals the day and year aforesaid.

## **FOR THE COUNTY:**

{Seal}	Ву:
	(President - Sussex County Council)
	(DATE)
ATTEST:	
Robin A. Griffith Clerk of the County Council	The command
eram or the evalley evaluer	
	FOR EVG-FT VENTURES, LLC
	By: Dallackers (Seal
	Kon Wilkens- Authorized Signatory
	<u>5/8/2020</u> (DATE)
WITNESS:	
	Grav VE Homes

## **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 (302) 855-7799 FAX



# Sussex County

DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

## Memorandum

TO: Sussex County Council

The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President

The Honorable Samuel R. Wilson, Jr. The Honorable Douglas B. Hudson The Honorable John L. Rieley

FROM:

John J. Ashman

Director of Utility Planning

RE:

Existing Wastewater Infrastructure Use Agreement

Lewes Crest File: OM 9.01

DATE:

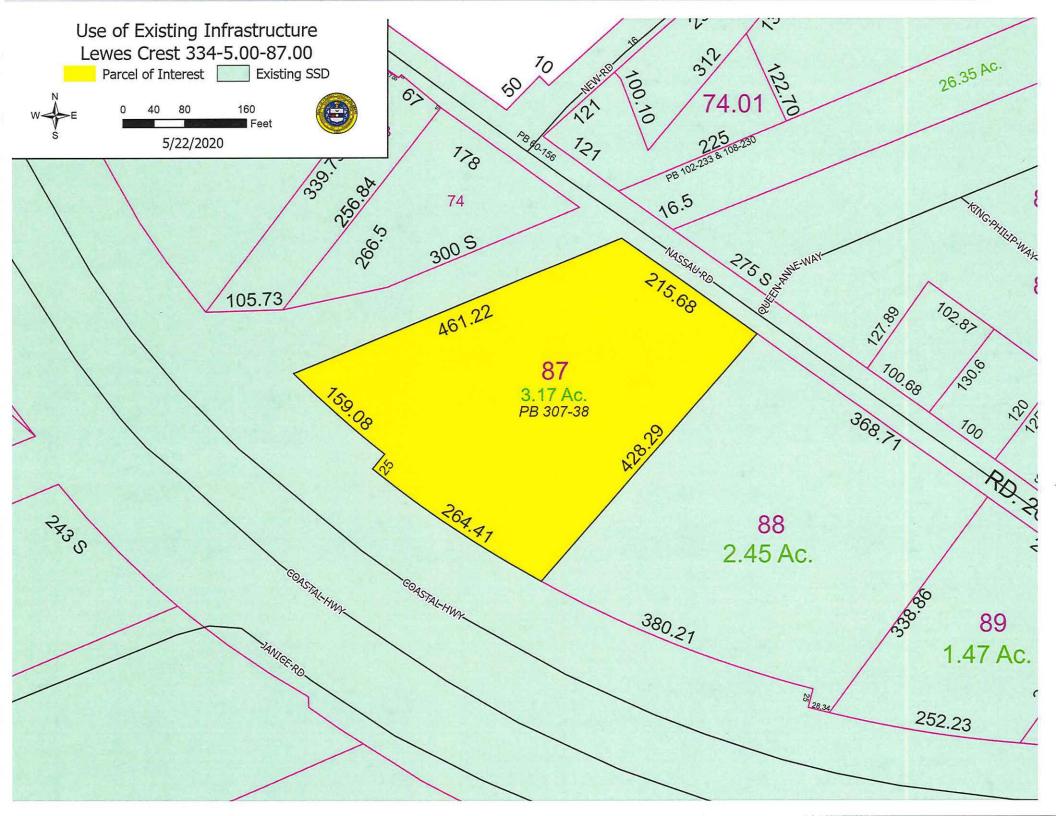
June 2, 2020

The Existing Wastewater Infrastructure Use Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the use of existing wastewater infrastructure with **The Evergreene Companies**, **LLC** for the **Lewes Crest** project in the West Rehoboth Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Lewes Crest** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said infrastructure **The Evergreene Companies**, **LLC** will contribute \$43,009.00 for the financial catch-up contribution of the existing infrastructure to serve **33.00** Equivalent Dwelling Units. Payment will be required prior to beneficial acceptance of the on-site pumpstation. System Connection Charges in place at the time of building permit request will still apply.





## **EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT**

## 

SUSSEX COUNTY, a political subdivision of the State of Delaware, hereinafter called the "County," and;

THE EVERGREENE COMPANIES, LLC, a Virginia Limited Liability Corporation and developer of a project known as Lewes Crest, hereinafter called the "Developer."

#### WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcel 334-5.00-87.00 to be known as Lewes Crest ("Project") and;

WHEREAS, the Project is within the boundary of the Sussex County Unified Sanitary Sewer District (West Rehoboth Area) and;

WHEREAS, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County's existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect up to <u>33.00</u> additional equivalent dwelling units to County's existing system and to utilize the existing capacity in said system, Developer agrees to financial catch-up contribution in the amount of <u>\$43,009.00</u> for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) Payment of the contribution must be submitted prior to substantial completion of the on-site collection system.
- (5) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement

may be declared by County to be null and void, and any unused payments made pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.

- (6) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the Sussex County Code.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure

- in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.
- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
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- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is 701 Bethany Loop, Suite 2, Bethany Beach DE 19930.

IN WITNESS, WHEREOF, the respective parties hereto have affixed their hands and seals the day and year aforesaid.

## FOR THE COUNTY:

{Seal}	By:
	By:(President - Sussex County Council)
	(DATE)
ATTEST:	
Robin A. Griffith Clerk of the County Council	<del></del>
Jelk of the County Council	
	FOR THE EVERGREENE COMPANIES, LLC
	By: Failerie beno (See
	By: / W. Wilkens (Sea
	<u> 3/18/2020</u> (DATE)
WITNESS:	
Timothe	NOUGHTA ESUE HAMES

**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 (302) 855-7717 UTILITY ENGINEERING UTILITY PERMITS (302) 855-7719 UTILITY PLANNING (302) 855-1299 (302) 855-7799 FAX



# Sussex County

DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

## Memorandum

TO: Sussex County Council

The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President

The Honorable Samuel R. Wilson, Jr. The Honorable Douglas B. Hudson The Honorable John L. Rieley

FROM: John J. Ashman

Director of Utility Planning

RE: Existing Wastewater Infrastructure Use Agreement

Oyster Cove File: OM 9.01

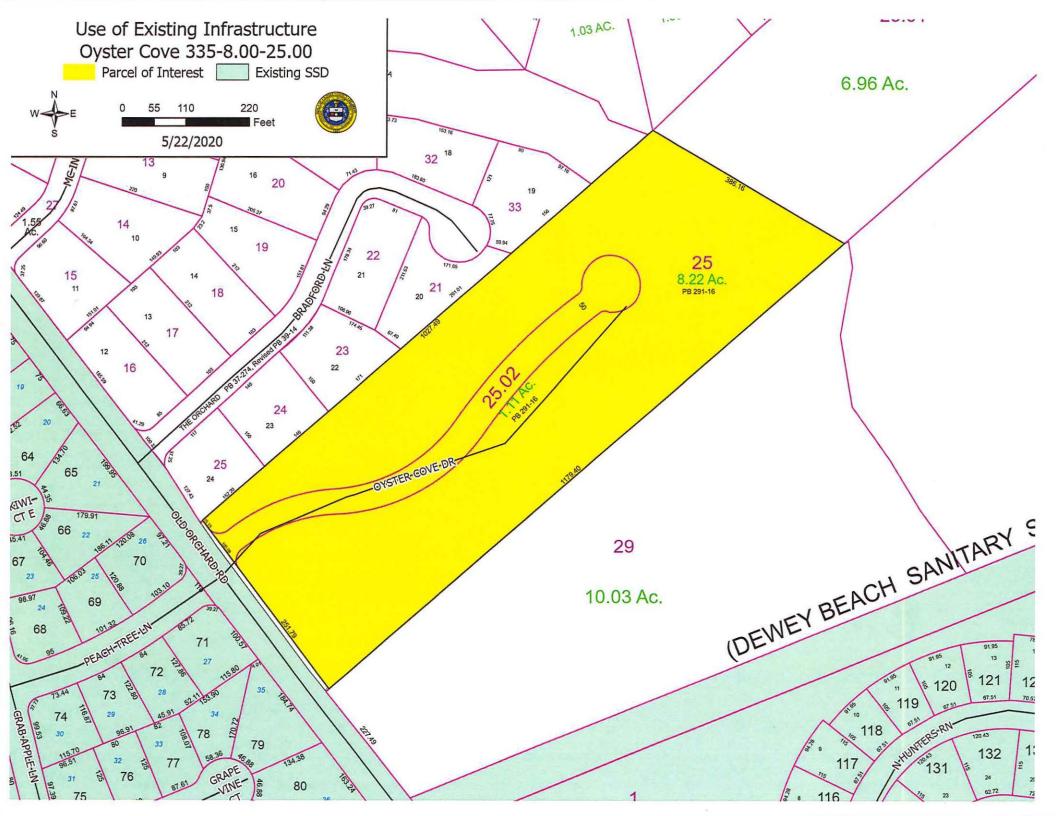
DATE: June 2, 2020

The Existing Wastewater Infrastructure Use Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the use of existing wastewater infrastructure with **Old Orchard Ventures**, **LLC** for the **Oyster Cove** project in the West Rehoboth Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Oyster Cove** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said infrastructure **Old Orchard Ventures, LLC** will contribute \$20,173.00 for the financial catch-up contribution of the existing infrastructure to serve **24.00** Equivalent Dwelling Units. Payment will be required prior to beneficial acceptance of the on-site pumpstation. System Connection Charges in place at the time of building permit request will still apply.





## EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

### **OYSTER COVE - IUA968**

THIS AGREEMEN	NT ("Agreement"), made this	 day of
	2020, by and between:	

SUSSEX COUNTY, a political subdivision of the State of Delaware, hereinafter called the "County," and;

**OLD ORCHARD VENTURES, LLC.** a Limited Liability Corporation and developer of a project known as **Oyster Cove**, hereinafter called the "Developer."

### WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcels 335-8.00-25.00 be known as **Oyster Cove** ("Project") and;

WHEREAS, the Project is within the boundary of the Lewes Board of Public Works and;

WHEREAS, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County's existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect up to <u>24.00</u> additional equivalent dwelling units to County's existing system and to utilize the existing capacity in said system, Developer agrees to financial catch-up contribution in the amount of <u>\$20,173.00</u> for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) Payment of the contribution must be submitted prior to beneficial acceptance of the on-site collection system.
- (5) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made

pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.

- (6) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the Sussex County Code.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is 10 A-Del Drive Newark, Delaware 19702.

IN WITNESS, WHEREOF, the respective parties hereto have affixed their hands and seals the day and year aforesaid.

## **FOR THE COUNTY:**

	{Seal}	By:(President - Sussex County Council)
		(DATE)
ATTEST:		
Robin A. Gri	ffith County Council	
Cience of the	county country	
		FOR OLD ORCHARD VENTURES, LLC
		By: (Seal) Barry Baker - Authorized Signatory
WITNESS:	Jess Moore	

## TODD F. LAWSON COUNTY ADMINISTRATOR

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





## Memorandum

TO:

Sussex County Council

The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President

The Honorable Douglas B. Hudson The Honorable John L. Rieley The Honorable Samuel R. Wilson Jr

FROM:

Todd F. Lawson

County Administrator

RE:

Sussex County - COVID-19 Situational Awareness

DATE:

May 29, 2020

Sussex County continues to operate under the COVID-19 modifications. This memo provides an update of the situation related to the County as of today's date and any changes that have occurred since we last met on May 19. As you all know, the Governor has begun a rolling reopening of the State and Phase 1 guidelines will begin June 1.

## State of Delaware - CAREs Act Funding

As you know, the CAREs Act provided relief funding to the State of Delaware in the amount of \$1.25 billion. The legislation provided direct funding to each State and local units of government with populations greater than 500,000. Thus, only the State and New Castle County received direct funding from the Act. The State received \$927.2 million and New Castle County received \$322.8 million.

The State and New Castle County officials have reached an agreement so New Castle County will provide funding directly to local government units in their county. State officials have indicated their intention to provide CAREs Act funding to local municipalities in both Kent and Sussex counties.

On Tuesday, May 26, the State Office of Management and Budget (OMB) issued guidance to all local towns in Kent and Sussex counties. A copy of the OMB memo is enclosed. In summary, each town is required to submit a completed expenditure worksheet to the respective County in which they are located. In turn, the host County will review the worksheet for compliance and then forward the information to OMB.

The requirements for reimbursements are specific, the CAREs Act requires that the payments from the Coronavirus Relief Fund can only be used to cover expenses that:



Memo to Council – COVID-19 Situational Awareness May 29, 2020 Page 2 of 3.

- 1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-I9);
- 2) were not accounted for in the budget most recently approved as of March 27, 2020 for the State or local government; and
- 3) were incurred during the period that begins March 1, 2020 and ends December 30, 2020.

The initial reimbursement forms are due to Sussex County by July 1. Subsequent rounds of submissions will follow each month until December.

## **Outdoor Seating Expansion**

As part of the State's Phase 1 re-opening, the Governor will allow food and drink establishments to expand their outdoor seating capacity for a period extending from June 1 through July 31. The State asked each local municipality, including each County, to process the requests for the expanded seating.

In response to the State's request, Sussex developed an online application form that provided a straight-forward and efficient manner in which businesses can apply for outdoor seating. The application can be found on the County's website at: https://sussexcountyde.gov/expanded-outdoor-seating-application

In the first week, the Planning & Zoning Department has received 11 applications.

## Sussex Marketing Ad

The marketing/branding campaign created by Bill Pfaff was launched last week. The campaign, entitled, 'Keep Sussex Strong' encourages 'Locals Buying Locally' and is an effort to boost small businesses affected by the COVID-19 pandemic. The campaign fits in nicely with the State's Phase 1 re-opening on June 1.

The advertising campaign recognizes Southern Delaware's diverse economy and encourages residents to spend their money here, where it counts the most. The ad's feature 30 second television spots that promote local entrepreneurs and focus on the importance of supporting businesses in our community.

The campaign showcases iconic landscapes from small towns and farmlands, beaches and coastal areas and many of the county's small businesses at work. For more information about the campaign, visit <a href="https://www.KeepSussexStrong.com">www.KeepSussexStrong.com</a> or call (302) 855-7770.

## **County Operations**

While the State has begun the Phase 1 re-opening plan for certain businesses and organizations, I am recommending the County Administrative Offices building and other County facilities remain closed to the public for the foreseeable future.

Memo to Council – COVID-19 Situational Awareness May 29, 2020 Page 3 of 3.

I base my recommendation on a few points. First, the County's operations remain productive even under our current modifications; second, we have made adjustments to our operations that have improved our productivity; and third, remaining closed is the safest approach to continually minimizing the risk to County staff. With Council's input, we should continue to monitor the situation and weigh our options to make an informed decision as to how and when we open facilities to the public.

There is one exception to this prohibition. The Marriage Bureau will begin to process marriage licenses in person on June 1. Only the couple will be permitted in the office and the process is by appointment only. Each couple is contacted when they are allowed to enter the building and must wear a mask and have their temperatures checked. Clerk of the Peace Jay Jones requested this change due to the inefficiencies his office experienced with the virtual licenses process.

Regarding holding public meetings in the Council Chambers, the Governor's office has indicated they are providing guidance on these gatherings in the coming days. We will share the guidance and determine if this will have an effect on our position.

Library staff have developed a re-opening plan in conjunction with the 11 independent libraries located throughout the county. Beginning June 1, all 14 Sussex libraries will open book drops for the public to return books and materials to the libraries. The libraries will remain closed to the public and the drop points will be outside the buildings to keep the public separate. The libraries intend to implement a new "curbside" service for providing the public the ability to check out books and materials by June 15. Throughout this time, no fines or fees will be applied through Labor Day.

\*\*\*

New plexiglass partitions have been installed in all of the areas where staff has direct contact with the public. A thumbnail picture of the Building Permit counter is inserted below.





## **MEMORANDUM**

TO:

Town Managers, Town Administrators, Finance Directors

FROM:

Michael S. Jackson, Director of the Office of Management and Budget

Richard J. Geisenberger, Secretary of Finance

DATE:

May 26, 2020

SUBJECT:

CARES Act - Coronavirus Relief Fund - Certification and Reimbursement

Templates and Procedures

This correspondence serves to provide supplemental information to our April 22, 2020 and May 8, 2020 memorandum regarding CARES Act – Coronavirus Relief Fund (CRF).

## Reimbursement for Coronavirus related expenditures

Pursuant to previously issued guidance, accompanying this memorandum you will find the following:

- 1. Coronavirus Relief Fund Certification for Local Governments: This fillable PDF form contains several requirements that a unit of local government agrees to as a condition for reimbursement by the State of coronavirus related expenses through the CRF. This form must be completed, notarized and submitted before the State will consider any reimbursement requests from a unit of local government. Please read the conditions carefully. Completed forms must be scanned and emailed to Robert.scoglietti@delaware.gov.
- 2. Coronavirus reimbursement Excel workbook: This Excel workbook is to be used to organize expenditures to submit for reimbursement. Individual tabs within the workbook contain forms for reimbursement of Personnel Costs, Services, Supplies and Equipment. Reimbursement workbooks and scanned documentation for those units of local government in Kent County are to be sent to <a href="KCFinance@co.kent.de.us">KCFinance@co.kent.de.us</a> by the first of each month, beginning July 1, 2020 for consideration. Reimbursement workbooks and scanned documentation for those units of local government in Sussex County are to be sent to <a href="caresact@sussexcountyde.gov">caresact@sussexcountyde.gov</a> by the first of each month beginning July 1, 2020 for consideration. Local governments will receive approved reimbursements monthly.

Should you have any questions or need assistance please contact Mike Jackson, Director of the Office of Management and Budget, at <u>Michael S. Jackson@delaware.gov</u> or Rick Geisenberger, Secretary of Finance, at <u>Rick Geisenberger@delaware.gov</u>.

CC: Sheila Grant, Chief of Staff, Governor Carney
Jeffrey W. Bullock, Secretary of State
Albert Shields, Deputy Chief of Staff for Policy, Governor Carney
Amy Bonner, OMB, Deputy Director
Robert Scoglietti, OMB, Director of Policy and External Affairs
Chris Hudson, OMB Director, Budget Development & Planning
Carla Cassell-Carter, OMB Deputy Director, Budget Development & Planning
Michael L. Morton, Controller General
Robert Coupe, DOJ, Chief of Staff
Alexander Mackler, DOJ, Chief Deputy Attorney General
Aaron Goldstein, DOJ, State Solicitor
Jane Cole, DOF, Division of Accounting, Director
Carl Luft, DLLG, Executive Director

x x x x

TODD F. LAWSON COUNTY ADMINISTRATOR

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





## COUNTY ADMINISTRATOR'S REPORT

**JUNE 2, 2020** 

## 1. Projects Receiving Substantial Completion

Per the attached Engineering Department Fact Sheets, the following projects received Substantial Completion: Tidewater Landing – Phase 1B effective May 14<sup>th</sup> and The Villages at Red Mill Pond South – Phase 1(Construction Record) effective May 18th.

Todd F. Lawson County Administrator



(302) 855-7718 ADMINISTRATION AIRPORT & INDUSTRIAL PARK (302) 855-7774 (302) 855-7730 **ENVIRONMENTAL SERVICES 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

## **MEMORANDUM**

To:

Todd Lawson

Sussex County Administrator

From:

Keith Bryan 1448

Assistant Director
Utility Engineering

REF:

**TIDEWATER LANDING - PHASE 4B** 

WEST REHOBOTH EXPANSION NORTH PLANNING AREA

SUSSEX COUNTY TAX MAP NUMBER

234-6-90 CLASS-1

AGREEMENT NO. 891 - 10

Date:

May 14, 2020

The above referenced project has received Substantial Completion effective, May 14, 2020. Attached for your use is a fact sheet for the project. Please include this information in your Administrator's Report to the Sussex County Council.

KB:sdt

Attachment

XC:

Mr. Hans Medlarz, P. E.

Mr. Brad Hawkes



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





DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

May 14, 2020

## **FACT SHEET**

SUSSEX COUNTY PROJECT 81-04 TIDEWATER LANDING - PHASE 4B AGREEMENT NO. 891 - 10

## **DEVELOPER:**

Mr. Rich Rishel CMF Tidewater Landing LLC 21 Village Green Dr., Ste 200 Ocean View, DE 19970

## LOCATION:

Robinsonville Road (Road 277) at Kendale Road (Rd 287)

## SANITARY SEWER DISTRICT:

West Rehoboth Expansion North Planning Area

## TYPE AND SIZE DEVELOPMENT:

21 single family lots in this phase.

## SYSTEM CONNECTION CHARGES:

\$133,560.00

## SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval 04/05/17

Department of Natural Resources Plan Approval 05/05/17

## SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 25
Construction Admin and Construction Inspection Cost – \$13,490.02
Proposed Construction Cost – \$89,933.49



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

## **MEMORANDUM**

To:

Jen Brasure

Accountant III

From:

Keith Bryan 143

Assistant Director Utility Engineering

REF:

**TIDEWATER LANDING - PHASE 4B** 

WEST REHOBOTH EXPANSION NORTH PLANNING AREA

SUSSEX COUNTY TAX MAP NUMBER

234-6-90 CLASS-1

AGREEMENT NO. 891 - 10

Date:

May 14, 2020

Please be advised, the above referenced project has been installed and is being presented in the Sussex County's Administrator's Report on Tuesday for Substantial Completion. Please take the steps necessary to provide insurance coverage for the following:

Gravity piping of 1127 lineal feet at a cost of \$89,933.49.

Pumping Station at a cost of \$0.00.

Force Main of 0 lineal feet at a cost of \$0.00.

Should you have any questions, please do not hesitate to contact me.

KB:set

XC:

Mr. Todd F. Lawson Mr. Hans Medlarz, P. E. Mrs. Jayne Dickerson



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



## Sussex County

DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

## **MEMORANDUM**

To:

Todd Lawson

Sussex County Administrator

From:

Keith Bryan

Assistant Director Utility Engineering

REF:

THE VILLAGES AT RED MILL POND SOUTH - PHASE 1

(CONSTRUCTION RECORD)

WEST REHOBOTH EXPANSION OF THE DEWEY BEACH

SANITARY SEWER DISTRICT

SUSSEX COUNTY TAX MAP NUMBER

334-5.00-170.00

CLASS-1

AGREEMENT NO. 446 - 10

Date:

May 18, 2020

The above referenced project has received Substantial Completion effective, May 18, 2020. Attached for your use is a fact sheet for the project. Please include this information in your Administrator's Report to the Sussex County Council.

KB:sdt

Attachment

XC:

Mr. Hans Medlarz, P. E.

Mr. Brad Hawkes



**ADMINISTRATION** (302) 855-7718 (302) 855-7774 AIRPORT & INDUSTRIAL PARK **ENVIRONMENTAL SERVICES** (302) 855-7730 **PUBLIC WORKS** (302) 855-7703 RECORDS MANAGEMENT (302) 854-5033 UTILITY ENGINEERING (302) 855-7717 (302) 855-7719 **UTILITY PERMITS UTILITY PLANNING** (302) 855-1299 FAX (302) 855-7799 May 18, 2020



DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

## **FACT SHEET**

SUSSEX COUNTY PROJECT 81-04
THE VILLAGES AT RED MILL POND SOUTH - PHASE 1 (CONSTRUCTION RECORD)
AGREEMENT NO. 446 - 10

## **DEVELOPER:**

Mr. Spencer Van Schaack Sweetbriar, LLC 172 Center Street Suite 204 P.O. Box 1686 Jackson Hole, WY 83001

## **LOCATION:**

N/RT9 Lewes Georgetown Highway

## SANITARY SEWER DISTRICT:

West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

#### TYPE AND SIZE DEVELOPMENT:

52 single family lots and community pool

#### SYSTEM CONNECTION CHARGES:

\$330,720.00

## SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval 01/22/19

Department of Natural Resources Plan Approval

#### SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 98
Construction Admin and Construction Inspection Cost – \$63,292.65
Proposed Construction Cost – \$421,951.00



(302) 855-7718 **ADMINISTRATION** 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 (302) 855-1299 **UTILITY PLANNING** (302) 855-7799 FAX



## Sussex County

DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

## **MEMORANDUM**

To:

Jen Brasure Accountant III

From:

Keith Bryan

Assistant Director Utility Engineering

REF:

THE VILLAGES AT RED MILL POND SOUTH -

PHASE 1 (CONSTRUCTION RECORD)

WEST REHOBOTH EXPANSION OF THE DEWEY BEACH

SANITARY SEWER DISTRICT

SUSSEX COUNTY TAX MAP NUMBER

334-5.00-170.00

CLASS-1

AGREEMENT NO. 446 - 10

Date:

May 18, 2020

Please be advised, the above referenced project has been installed and is being presented in the Sussex County's Administrator's Report on Tuesday for Substantial Completion. Please take the steps necessary to provide insurance coverage for the following:

Gravity piping of 3670 lineal feet at a cost of \$421,951.00.

Pumping Station at a cost of \$0.00.

Force Main of 0 lineal feet at a cost of \$0.00.

Should you have any questions, please do not hesitate to contact me.

KB:set

XC:

Mr. Todd F. Lawson Mr. Hans Medlarz, P. E. Mrs. Jayne Dickerson



## GINA A. JENNINGS, MBA, MPA FINANCE DIRECTOR

(302) 855-7741 T (302) 855-7749 F gjennings@sussexcountyde.gov





## **MEMORANDUM**:

TO: Sussex County Council

The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President

The Honorable Douglas B. Hudson The Honorable John L. Rieley

The Honorable Samuel R. Wilson Jr.

FROM: Gina A. Jennings

Finance Director/Chief Operating Officer

RE: DOG CONTROL MEMORANDUM OF UNDERSTANDING

DATE: May 27, 2020

The County Council signed a Memorandum of Understanding (MOU) in December 2015 that transferred the County's authority of dog control to the Office of Animal Welfare. The State of Delaware's authority of dog control was later formalized in Delaware Code in 2017, which moved the responsibility of dog control from Title 9 to Title 16. The State of Delaware has reached out to the County to sign an updated MOU to reflect the current funding relationship. I will be asking for your approval of the attached MOU on Tuesday.

The difference between the 2015 MOU and the new MOU is that the 2015 agreement referenced developing a pricing structure for future years; this pricing structure was agreed to in 2017. The pricing structure is based on a per capita distribution among the three counties and the City of Wilmington. The amount stated in the new MOU is what was agreed to in 2017 and paid in FY 2020; there is no increase for these services in FY 2021.

Brandywine SPCA is contracted by the State of Delaware to provide dog control services. They will give a presentation at Tuesday's meeting on the services provided by them through the MOU.

For additional information, the Office of Animal Welfare provides reports on dog control service per county. These reports are located at: <a href="https://animalservices.delaware.gov/about/reports">https://animalservices.delaware.gov/about/reports</a>. The reports show there has been an increase in calls for services since the State has taken over the program; for example, the calls for service in Sussex County have increased by 26 percent from 2017 to 2019.

Please let me know if you have any questions.

pc: Mr. Todd F. Lawson

Attachments



## MEMORANDUM OF UNDERSTANDING # 21-050 BETWEEN THE DIVISION OF PUBLIC HEALTH,

DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES, STATE OF DELAWARE

AND

**SUSSEX COUNTY** 

TO

## ENFORCE DELAWARE DOG CONTROL AND DANGEROUS DOG STATUTES

This Agreement is entered into between Delaware Department of Health and Social Services (the Department), Division of Public Health (the Division), and Sussex County (County).

#### I. AUTHORITY/RESPONSIBILITIES OF OFFICE OF ANIMAL WELFARE

In 2016, the Office of Animal Welfare within the Department of Health and Social Services assumed enforcement responsibilities for animal control, dangerous dogs, rabies control, and animal cruelty as outlined in 16 Del.C. §3031F. Delaware Animal Services (DAS) is the enforcement unit of the Office of Animal Welfare. Staffed by certified animal welfare officers in each county, the primary goals of DAS are to protect animals and enhance public safety. All animals picked up by DAS will be taken to the state's contracted shelter vendor for care, safe holding, and final disposition.

## II. THE ROLE OF OFFICE OF ANIMAL WELFARE TO ENFORCE DOG CONTROL

- A. OAW receives reports in the following manner:
  - 1. By telephone: (302) 255-4646
  - 2. In person: During field patrol
  - 3. In writing: <u>DelawareAnimalServices@Delaware.Gov</u> or at Office of Animal Welfare, H-150 Carvel Building, 1901 N. Du Pont Hwy, New Castle, DE 19720

## B. Scope of services provided by the OAW:

- 1. DAS will receive calls 24 hours a day, 7 days a week from Sussex County residents. For assistance, residents may call 302-255-4646 or file a non-emergency complaint at www.AnimalServices.Delaware.gov.
- 2. DAS officers are on duty from 8:00 AM to 8:00 PM Monday-Friday and 10:00 AM 6:00 PM on weekends. On-call emergency services are provided after-hours.
- 3. DAS will respond to calls regarding stray or aggressive dogs, dogs at large, and dog housing and welfare concerns as outlined in 16 Del.C. §§3041-3048F. In addition, DAS

- will also respond to calls regarding seriously injured or endangered stray cats, and investigate reports of animal cruelty.
- 4. DAS will provide assistance to the Police and other agencies when necessary.
- 5. DAS enforces rabies control laws and investigates all cases of human rabies exposures as directed by the Division of Public Health Epidemiology team to ensure animals are properly quarantined.
- 6. DAS will facilitate dog licensing, and conduct kennel and retail dog outlet inspections and licensing.
- 7. DAS will provide resources and education to County residents for animal related concerns and questions.
- 8. OAW's contracted state animal shelter vendor will receive all stray, dangerous, injured, abused, and quarantined animals that are picked up or seized by the state. The shelter will provide proper housing, care and medical attention, as well as robust pet/owner reunification and adoption programs.
- 9. All stray animals will be taken to the shelter facility in the county where found and will be posted immediately to the State's online lost & found pet registry (<a href="www.animalservices.gov">www.animalservices.gov</a>) to make it easier for pet owners to find and reclaim lost pets.

## III. OAW PROCEDURES FOR REPORTING TO THE COUNTY

- A. OAW will submit quarterly reports to the county containing the following information:
  - 1. Number and type of complaints received and responded to
  - 2. Animal sheltering statistics

## IV. COUNTY RESPONSIBILITY TO OAW

- A. Sussex County is to submit payment to the Office of Animal Welfare for dog control and dangerous dog law enforcement services to county residents, per the Delaware State Budget. The cost to Sussex County for animal control services is \$768,364.32 for FY21. This amount reflects the fair pricing structure agreed upon in 2017, based on a per capita rate.
- B. The County will submit payment to the Office of Animal Welfare at the beginning of each month in the amount \$64.030.36.
- C. The Office of Animal Welfare will work with the all three Counties and City of Wilmington to define a fair pricing agreement for service in future years.

## V. ADMINISTRATIVE REQUIREMENTS

- A. The Agreement shall commence on <u>July 1, 2020</u> and terminate on <u>June 30, 2021</u> unless specifically extended by an amendment signed by all parties to the MOU, or terminated as referenced in Section V.B. of this Agreement.
- B. This Agreement may be terminated in whole or part upon thirty (30) calendar days written notice, with or without cause, by either the County or the Department or Division to the other parties.
- C. This Agreement shall not be altered, changed, modified or amended except by written consent of all parties to the Agreement.
- D. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Agreement, the remainder of the Agreement will remain unaffected.

- E. The County agrees that no information obtained pursuant to this Agreement may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the County's obligations under this Agreement.
- F. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of the Department and attached to the original Agreement.
- G. Nothing in this agreement shall be deemed a waiver of the doctrine of sovereign immunity on the part of the State of Delaware.
- H. The County agrees to save and hold harmless the Division from any liability which may arise as a result of the County's negligent performance, or and/or the negligent performance of the County's employees, under this agreement.

Remainder of page intentionally left blank. Signatures follow.

DEPARTMENT OF HEALTH AND SOCIAL SERVICES	Certification:
Kara Odom Walker, MD, MPH, MSHS Cabinet Secretary	
Department of Health & Social Service	
Dat	
DIVISION OF PUBLIC HEALTH	
Karyl T. Rattay, MD, MS	
Directo Division of Public Health	
Date	
COUNTY	
Todd F. Lawson County Administrato	
Dat	

**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 (302) 855-7799 FAX





DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

## **Memorandum**

TO: Sussex County Council

The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President

The Honorable Douglas B. Hudson The Honorable John L. Rieley

The Honorable Samuel R. Wilson, Jr.

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

RE: Western Sussex Transmission Facilities:

A. Contract 1: Rt. 13 Forcemain - Final Balancing Change Order and Substantial Completion

B. Contract 2: Market Street Gravity Sewer - Balancing Change Order and Substantial Completion

C. Contract 4: Pump Stations, Project S19-28 - Change Order No.1

D. Concord Road/RT-13 Utility Upgrade – Stand-alone Contract Continuation Purchase Order

June 2, 2020

DATE:

In February 2017, the municipal councils of Bridgeville and Greenwood requested investigation of an alternate County Sewer District based scenario. Upon review of the findings both municipal Councils requested formation of a County sewer district pursuant to Title 9 Del. Code § 6501, and on <u>August 22, 2017</u>, County Council adopted a resolution establishing the Western Sussex Area of the Unified Sewer District. However, for the time being Bridgeville still owns and operates the system serving the Bridgeville/Greenwood area.

The County submitted the project to DNREC for funding consideration under the Clean Water State Revolving Fund and on August 14, 2018, the State issued a binding commitment offer in the overall amount of \$16,634,748 to be repaid within 30-years with 2.5% interest. On November 27, 2018, Council accepted the offer and approved the associated borrowing ordinance. After project completion, \$3,200,000 will be applied in principle forgiveness reducing the overall borrowing. On May 15, 2020 the County filed a supplemental CWSRF funding request in the amount of \$850,000 to cover the unanticipated change orders described in the memorandum. The County's funding request is scheduled to be considered by the Water Infrastructure Advisory Council during their June 17, 2020 meeting and if approved, is expected to be in the form of "Loan Forgiveness".



Western Sussex Transmission Facilities:

- A. Contract 1: Rt. 13 Forcemain Final Balancing Change Order and Substantial Completion
- B. Contract 2: Market Street Gravity Sewer Balancing Change Order and Substantial Completion
- C. Contract 4: Pump Stations, Project S19-28 Change Order No.1
- D. Concord Road/RT-13 Utility Upgrade Stand-alone Contract Continuation Purchase Order

6/2/20

The project has three (3) components; transmission, treatment plant demolition / maintenance garage construction and the Bridgeville Branch restoration. Contract No. 5 covering the Western Sussex maintenance garage is currently advertised with a bid date of June 4<sup>th</sup>.

The construction of the transmission project was further broken down in the following four (4) individual contracts based on DelDOT's schedule requirements:

- Contract No.1 to A-Del Construction Co, Inc. in the amount of \$3,224,820.00, for the force main work in the RT-13 rights-of-way. Awarded by Council on May 14, 2019.
- Contract No.2 to Pact One LLC in the amount of \$2,063,255.00, for the gravity sewer upgrades. Awarded by Council on May 14, 2019.
- Contract No.3 to A-Del Construction Co, Inc. in the amount of \$2,980,602.00, for the force main work in the RT-13 Alternate and Herring Road rights-of-way. Awarded by Council on January 7, 2020.
- Contract No.4 to Zack's Excavating, Inc. in the amount of \$3,236,939.00., for gravity sewer equalization chambers and two (2) pump stations. Awarded by Council on November 12, 2019.

During the construction of Contract No.1 awarded to A-Del Construction Co, Inc., DelDOT did not allow the reuse of most of the excavated trench material and required Type C Borrow instead. Therefore, this unit price item went considerably above the bid quantity. In addition, a wider concrete base course was encountered under the Cannon Road crossing. Rather than using hot-mix for restoration, DelDOT required reinstallation of the concrete base course adding 25% to the cost of this lump sum item. On February 4, 2020, Council approved the associated Change Order No.1 in the amount of \$254,188.92. The production portion of the project is complete but during the restoration phase DelDOT required additional matting and an adjustment of a manhole resulting in a final balancing Change Order No. 2 in the amount of \$26,486.65. The Engineering Department requests Council's acceptance as well as the granting of final project completion for Contract No. 1.

The award of Contract No.2 to Pact One, LLC included the base bid and two alternate bid items. At the time of award, the Alternate Bid Item D5 was not awarded due its significantly higher than anticipated cost. In subsequent discussions, Pact One LLC realized they had misinterpreted the scope for Item D5 and submitted an alternate proposal at approximately 16% of the original bid. On September 10, 2019 Council awarded Change Order No. 1 in the amount of \$96,840.00 to cover item D5. The project is now complete, and no major issues were encountered resulting in a final balancing Change Order No. 2 in the credit amount of (\$128,708.70). The Engineering Department requests Council's acceptance as well as the granting of final project completion for Contract No. 2.

The award of Contract No. 4 to Zack's Excavating, Inc. consisted of two (2) complete pump stations and two (2) equalization chambers. Construction of the southern station and its chamber are progressing on schedule with an anticipated completion by end of June 2020. The

Western Sussex Transmission Facilities:

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6/2/20

construction of the northern components however has encountered a groundwater contamination problem which is estimated to run at least \$250k under a remediation approach. In addition, the Department discovered a construction sequencing issue involving the completion of the southern forcemain. Without its completion the Heritage Shores work as well as the majority of the Bridgeville pump station work cannot be accomplished. In response to these challenges, the Engineering Department developed a value engineering approach, containing a couple of small allowances as detailed in Change Order No.1 in the not to exceed amount of \$40,045.00.

In addition, Change Order No. 1 will also require a <u>no cost</u> time extension as well as a contract suspension period. During the Bridgeville pump station construction period there are time segments which could be utilized for demolition. The Finance and Engineering Departments have obtained Clean Water State Revolving Fund staff concurrence and are pursuing this approach for later consideration by Council. The revised timeline including the anticipated inclusion of the demolition are as follows:

- Dolby PS functional completion -- 6/30 and full completion before -- 9/30/20
- Contract time suspension w/ exception of wet well setting -- 6/30 9/30/20
- Blades Contract Continuation under separate PO 6/30 11/30/20
- Heritage Shore Pump Station Construction (w/ FM connected) -- 9/30 11/30/20
- Bridgeville Pump Station Construction -- 11/15/20 4/15/21
- Possible Bridgeville Plant Demolition under a T&M approach 2/15/21 -- 5/15/21

The Engineering Department now requests Council's approval in issuing Change Order No.1 in the not to exceed amount of \$40,045.00 as well as the suggested no cost changes to the contract schedule including the time suspension.

Council had also awarded the USDA funded Contract No.15-03 for the Concord Road expansion of the Blades Sanitary Sewer District Area to Zack Excavating Inc. After conclusion of the initial scope of work Council authorized Change Order No.3 to utilize the remaining USDA grant funds within the contract to complete a partial gravity sewer extension towards the RT-13 corridor as well as an extension eliminating the Little Meadows pump station. The entire USDA funded scope was completed and on January 14, 2020 Council approved Change Order No.5 closing out the contract and granting project completion.

The Engineering Department suggested to Zack Excavating Inc. to consider assuming the remaining sewer extension across the northern portion of the RT-13 corridor, at the unit prices originally bid, except for the jacking & boring operations which were not part of the original contract. This request was contingent upon Zack Excavating Inc's acceptance of a no cost contract time suspension as well as a time extension of the Western Sussex Contract 4. Zack Excavating Inc. agreed and the Department recommends Council issuance of a stand-alone Contract Continuation Purchase Order in the amount not to exceed \$794,338.20.

## **CHANGE ORDER NO. 2**

The Contract is modified as follows upon execution of this Change Order:  Description:  ARV#3 Adjustment:  Lower top slab; install spool piece  Gate Valve for Testing:  NET ADD = \$1,000.00
ARV#3 Adjustment: NET ADD = \$5,676.04 Lower top slab; install spool piece
Lower top slab; install spool piece
Gate Valve for Testing: NET ADD = \$1,000.00
Gate valve material cost for testing purposes
Final Adjustment based on As-built Quantities: NET ADD = \$19,810.61
Attachments:
Contractor Proposal Form – ARV#3 Adjustment – CR0006
Final Balancing Change Order Summary  Change in Contract Price  Change in Contract Times
Change in Contract Price Change in Contract Times  Original Contract Price: Original Contract Times:
Substantial Completion: 150 days
\$ 3,224,820.00 Ready for final payment:
Increase from previously approved Change Orders:  [Increase] [Decrease] from previously approved Change Orders: Substantial Completion: None
\$ 254,188.92 Ready for final payment:
Contract Price prior to this Change Order: Contract Times prior to this Change Order:
Substantial Completion: 155 days
\$ 3,479,008.92 Ready for final payment:
Increase this Change Order: [Increase] [Decrease] this Change Order:
Substantial Completion:
\$ 26,486.65 Ready for final payment:
Contract Price incorporating this Change Order:  Contract Times with all approved Change Orders:  Substantial Completion: 155 days
\$ _3,505,495.57 Ready for final payment:
Recommended by Engineer (if required)  Accepted by Contractor  By: Purish Fun
Title: Graduate Engineer LEGIONAL MANAGER
Date: 5/15/2020 5/19/20
Authorized by Owner Approved by Funding Agency (if applicable)
By:
Title:
Date:



10 ADEL DRIVE NEWARK, DE 19702-1331 1-302-453-8286, VOICE 1-302-453-9550, FACSIMILE

Sent-via-email

CR0006 ARV #3

May 13, 2020

GMB 400 High Street Seaford, DE 19973

Attn:

Benjamin Hearn

Dear Ben,

Per this CR0006, A-Del at the request of the engineer, lowered the cover slab at ARV #3 and installed a fabricated spool piece. See attached revised breakdown and backup.

Total Contract Add This Request: \$5,676.04

If you have any questions, please contact me at 302/354-3720.

Sincerely,

A-Del Construction Co., Inc.

Patrick Kintz pkintz@a-del.com

c.c. File



10 Adel Drive Newark, DE 19702-1331 1-302-453-8286, voice 1-302-453-9550, facsimile

#### **Western Sussex Transmission Facilities**

OWNER:	Sussex County	DATE:	5/13/2020
ADDRESS:	Sussex County, DE	PAGE #:	1 of 1
OB NAME:	Western Sussex Transmission Facilities Contract #1	JOB #:	
PURCHASE -	or- CHANGE ORDER No.: CR0006	A-Del Job #:	39R010

DESCRIPTION OF WORK:	Installed Fabricated Spool Piece at ARV#3	

NAME OF EMPLOYEE	CLASS	REG. HOURS	(0	RATE office use)	AMOUNT (office use)		
Foreman	Foreman	5.00	\$	112.79	\$	563.95	
Laborer (Common or Unskilled)	Laborer	25.00	\$	84.54	\$	2,113.50	
Carpenter	Carpenter	0.00	\$	97.99	\$	-	
Truck Driver	Truck Drivers	2.00	\$	59.54	\$	119.08	
Operator	Operator	4.00	\$	112.79	\$	451.16	
Project Manager	Manager	1.00	\$	110.00	\$	110.00	

Total Labor \$ 3,357.69

EQUIPMENT (to include trucking) Rate = Blue Book + Mark-up & Fuel Surcharge	HOURS	RATE (office use)	AMOUNT (office use)			
Ford F250 Pick-up	10.00	\$24.30	\$	243.00		
Loader	3.00	\$68.42	\$	205.26		
Excavator (330 or Larger)	0.00	\$185.00	\$	-		
Excavator	0.00	\$130.00	\$	-		
Bulldozer	0.00	\$88.87	\$	-		
Milling Machine	0.00	\$511.47	\$			
Asphalt Roller	0.00	\$92.78	\$	-		
Dirt Roller	0.00	\$72.00	\$	-		
Trench Roller	0.00	\$39.00	\$	-		
Tandem Dump Truck	2.00	\$67.95	\$	135.90		
Tractor & Low Boy Trailer	0.00	\$94.00	\$	-		
Trench Box	0.00	\$17.00	\$	-		
Utility Trailer	0.00	\$8.76	\$			

Total Equip \$ 584.16

Materials / Subs	Qty	Unit	Unit Cost  EA \$1,007.99		
Fabricated Spool Piece	1	EA	\$1,007.99	\$1,007.99	
TMA Rental	1	EA	\$500.00	\$500.00	
Total with 15% OH&P				\$ 1,734.1	

Total Materia \$ 1,734.19

		TOTAL (THIS DATE/WORKSHEET) =	\$	5,676.04
APPROVED:		APPROVED:		
	CONTRACTOR	OWN	ER	

Mitch Seitz, Project Manager A-Del Construction Company, Inc. (302) 893-3964 mseitz@a-del.com

	Weste	ern Susse	x Tran	smission Fac Final Balanc				Route 13 Fo	rce Main				
NO.	ITEM	SIZE OR DEPTH	UNIT	AS-BID QUANTITY	_		_	·BID TOTAL PRICE	AS-BUILT QUANTITY	AS	-BUILT PRICE	AE	JUSTMENT
Schedul	e A: Force Main Installation	DEI III		QUALITY		Schedule A:		ce Main		ıle A:	Force Main Ins	talla	tion
			10			Instal	_					_	
	Mobilization	10"	LS LF	10,000		148,338.50			10500	\$	148,338.50	\$	(22.010.00)
	Furnish and Install C900 PVC Force Main Furnish and Install C900 PVC Force Main	10" in	Lr	10,800	\$	119.00	21	,285,200.00	10599	\$	1,261,281.00	\$	(23,919.00)
A-3	in Steel Casing Pipe (Open Cut)	16"	LF	180	\$	435.00	\$	78,300.00	220	\$	95,700.00	\$	17,400.00
A-4	Furnish and Install Directionally Drilled HDPE DR-11 DIPS Force Main	10"	LF	590	\$	163.00	\$	96,170.00	590	\$	96,170.00	\$	-
A-5	Furnish and Install C900 PVC Force Main in Steel Casing (Jack & Bore)	10" in 16"	LF	310	\$	882.00	\$	273,420.00	310	S	273,420.00	S	
A-6	Furnish and Install Jack & Bore Steel casing for future use	16"	LF	200	\$	527.00	\$	105,400.00	160	s	84,320.00	\$	(21,080.00)
A-7	Furnish and Install Combination Air/Vacuum Valves and Manholes	-	EA	5	\$	15,500.00	\$	77,500.00	5	\$	77,500.00	s	~
A-8	Private Property Transitions	-	LS	1	\$	20,000.00	\$	20,000.00	1	\$	20,000.00	\$	-
Subtota	Schedule A: Force Main Installation	153743			A.		\$ 2	,084,328.50		S	2,056,729.50	S	(27,599.00)
Schedul	e B: Pavement Restoration					Schedule B Resto		WARREST CO.	Sched	ule B	: Pavement Rest	torat	ion
B-1	Temporary Paving – GABC and 2" Type C Superpave	16" or 18"	SY	4900	s	28.00	\$	137,200.00	4727	s	132,366.36	s	(4,833.64)
	Permanent Pavement Restoration - Type C Superpave Surface Course, incl Full Width Mill & Overlay of Shoulder and Entrances	2"	SY	12,350	s	17.00	\$	209,950.00	11067	s	188,139.00	s	(21,811.00)
B-3	Permanent Pavement Restoration - Type B Superpave Base Course within Shoulder and Entrances	5"	SY	5350	\$	36.00	\$	192,600.00	5238	s	188,568.00	\$	(4,032.00)
B-4	Permanent Pavement Restoration within Cannon Road Intersection, all inclusive		LS	1	\$	30,000.00	\$	30,000.00	1	s	30,000.00	s	-
B-5	Permanent Pavement Restoration – Elks Road Intersection, all inclusive	-	LS	1	s	40,000.00	\$	40,000.00	1	s	40,000.00	s	-
B-6	Removal & Replacement of Concrete Curb at Entrances	-	LF	240	\$	88.00	\$	21,120.00	292	s	25,696.00	s	4,576.00
B-7	Replacement of Edgeline Rumble Strip Within Repayed Shoulder	-	LF	6750	s	1.75	\$	11,812.50	5700	\$	9,975.00	\$	(1,837.50)
Subtota	l Schedule B: Pavement Restoration	11, 134 (3)	- 6.00			19 90 29	S	642,682.50		S	614,744.36	S	(27,938.14)
	Schedule C: Contingent	Items			Sc	hedule C: C			Sch	edule	C: Contingent	Item	
C-1	Contingent Unclassified Excavation	-	CY	400	\$	55.00		22,000.00	30.5	\$	1,677.50	\$	(20,322.50)
C-2	Contingent Borrow Material, Borrow Type "C" (Backfill)		CY	1400	s	61.00	\$	85,400.00	3578	\$	218,261.05	s	132,861.05
C-3	Contingent Aggregate Material, Graded Aggregate Type "B" (Crusher Run)	-	TN	200	\$	76.00	\$	15,200.00	0	\$	-	\$	(15,200.00)
C-4	Contingent Porous Fill Material, Coarse Aggregate No. 57 Stone	-	TN	200	s	84.00	\$	16,800.00	86.55	\$	7,270.20	\$	(9,529.80)
C-5	Contractor Down Time (Main Line Crew)	-	HR	50	\$	1,000.00	\$	50,000.00	70	\$	70,000.00	\$	20,000.00
C-6	Furnish and Place 4,000 psi Concrete	-	CY	40	\$	755.00	\$	30,200.00	0	\$	-	\$	(30,200.00)
C-7	Replacement of Existing Storm Drain Pipes	-	LF	300	\$	140.00	\$	42,000.00	136	\$	19,040.00	\$	(22,960.00)
C-8	Install Stabilization Matting	-	SF	1000	\$	1.50	\$	1,500.00	16780	\$	25,170.00	\$	23,670.00
Subtota	l Schedule C: Contingent Items						S	263,100.00		\$	341,418.75	s	78,318.75
Total: (	Schedules A + B + C)						\$ 2	,990,111.00		\$	3,012,892.61	s	22,781.61
Schedu	le D: Alternate Bid Items				Sch	edule D: Alt	erna	te Bid Items	Sche	dule	D: Alternate Bid	Iter	ns
D-1	Furnish and Install Ductile Iron Force Main (in lieu of Bid Item A-2)	10"	LF	10,800	\$	155.85	\$	1,683,180.00	Not Awarded	Not	Awarded	No	t Awarded
D-2	Furnish and Install Directionally Drilled HDPE DR-11 DIPS Force Main (as shown on Sheets Alt-1 thru 3)		LF	1580	s	148.55	\$	234,709.00	1560	s	231,738.00	s	(2,971.00)
Subtota	l Schedule D: Alternate Bid Items	Alterior de	100					THE CONTRACT	MATTER A	\$	231,738.00	\$	(2,971.00)
Total: (	Schedules A + B + C + D)						\$3	,224,820.00		s	3,244,630.61	s	19,810.61
Change	Orders	HES IN			-10-					M.		G Z	
COI	Cannon Road Concrete Base Patch	-	LS	1	\$	10,188.92	\$	10,188.92	1	\$		\$	-
de constitution	Increase Quantity of Item C-2 by 4000 CY	-	CY	4000	\$	61.00		244,000.00	4000	\$		\$	-
	ARV# 3 Adjustment	-	LS	1	\$	5,676.04		5,676.04	1	\$	5,676.04	\$	-
CO2										1			
CO2 CO3	Gate Valve Material Cost for Testing	-	LS	1	\$	1,000.00	\$	1,000.00	1	\$	1,000.00	\$	

 Original Contract Amount:
 \$ 3,224,820.00

 Change Orders To Date:
 \$ 254,188.92

 Contract Amount Adjusted To Date:
 \$ 3,479,008.92

 Total Work Completed:
 \$ 3,505,495.57

 Final Balancing Change Order Amount:
 \$ 26,486.65

## CHANGE ORDER NO. 2

Projec Contr	eer: actor:	Sussex County George, Miles, & Buhr, LLC Pact One, LLC Western Sussex Transmission Fa Contract 2 - Market Street Gravi May 22, 2020 Effect	ty Sewer	Owner's Proje Engineer's Pro Contractor's P of Change Ord	oject No.: Project No.:	18-12 170219 241
The Co	ntract is mod	lified as follows upon execution o	of this Cha	ange Order:		
AD Fin Attachi Coi Pav	D – Add 10" D – Wedging al Adjustmer ments: ntractor Prop ving Adjustm	PVC Gravity Sewer Main at \$350. Course of Paving It based on As-Built Quantities Posal Form dated 8-28-19 ent dated 12-6-19 received 4-20-				= \$37,835.90 I = \$128,708.70
Fin	1.00	Change Order Summary		Change in	Contract Tim	
	2,063,255.00	ge in Contract Price ce:	Substa	Contract Times: intial Completion for final paymen		<del>71</del>
Increas	se from previo	ously approved Change Orders:	Change	e] [Decrease] fro Orders: Intial Completion		approved
	6,840.00		Ready	for final paymen	t:	
	ct Price prior 1 160,095.00	to this Change Order:	Substa	Times prior to the control of the co	: 150 days	
Decrea	se this Chang	e Order:	_	e] [Decrease] this		er:
\$ 12	8,708.70	*		ntial Completion for final paymen	-	
Contra	ct Price incorp	orating this Change Order:	Contract Substa	Times with all ar	oproved Char : 150 days	
\$ 2,0	31,386.30		Ready	for final paymen	t:	
Ву:	Recomme Benjam	nded by Engineer (if required)		1	by Contract	cor
Title:	Gradual	e Engineer		Mana	ager	
Date:	5/28/2	020		5/28	20	
	Authorized	by Owner	Appro	ved by Funding	Agency (if a	applicable)
Ву:						
Title:						
Date:						

PACT CONSTRUCTION INC. PO Box 74, Ringoes, NJ 08551 Phone: (908) 788-1985 Fax: (908) 788-5780

CONTRACT: Western Sussex Transmission Facilities Market Street Gravityt Sewer Project

Change Order Request # 2 - Additional Pipe Installation

**DESCRIPTION:** As Documented

LABOR COSTS:	Quantity	Unit	Rate	Total
Project Executive		HR	\$ 90.00	\$ -
General Superintendent		HR	\$ 90.00	\$ -
Project Manager		HR	\$ 80.00	\$ -
Project Administration		HR	\$ 45.00	\$ -
Foreman		HR	\$ 63.78	\$ -
Backhoe Operator		HR	\$ 73.40	\$ -
Pipelayer		HR	\$ 61.23	\$ -
Carpenter		HR	\$ 77.92	\$ -
H & H Laborers / Flaggers		HR	\$ 61.63	\$ -
			Subtotal	\$ -
		54.63%	Insurance & Taxes	\$ -

#### TOTAL LABOR COSTS

\$

EQUIPMENT COSTS:	Quantity	Unit	Rate	Total
Caterpillar 330DL Excavator		HR	\$ 164.97	\$ -
Stanley Rock Hammer		HR	\$ 67.82	\$ -
Case CX135 Excavator w/ hoepack		HR	\$ 68.35	\$ -
Komatsu PC78MR-6		HR	\$ 43.62	\$ -
Case 149 Excavator		HR	\$ 124.00	\$ -
Caterpillar Model 322CL Excavator w/o hoepack		HR	\$ 105.75	\$ -
Caterpillar Model 312BL Excavator with hoepack		HR	\$ 61.20	\$ -
Kato Model 450 Crawler Excavator with hoepack		HR	\$ 59.43	\$ -
Kato Model 1250 Excavator		HR	\$ 114.87	\$ -
Caterpillar 938H Wheel Loader		HR	\$ 66.60	\$ -
Caterpillar Model IT28F Loader		HR	\$ 50.47	\$ -
Caterpillar 936 Wheel Loader		HR	\$ 57.23	\$ -
Caterpillar 963 Track Loader		HR	\$ 132.91	\$ -
Komatsu WA200 Rubber Tire Loader		HR	\$ 48.40	\$ -
Daewoo Skid Steer Loader		HR	\$ 30.21	\$ -
Case Model 580 Backhoe with Hoepack		HR	\$ 37.01	\$ -
Caterpillar D3C Dozer		HR	\$ 53.37	\$ -
Asphalt Zipper Model AZ480		HR	\$ 87.32	\$ -
Ingersoll Rand ECM370 Drill and Compressor		HR	\$ 112.62	\$ -
Navistar Water Tank Truck		HR	\$ 60.84	\$ -
Four Ford F250 Pickup Truck w/ Tools		HR	\$ 29.55	\$ -
Four Ford F150 Pickup Truck w/ Tools		HR	\$ 23.13	
International Dump Truck		HR	\$ 56.95	\$ -
22' Tool Trailer with contents		HR	\$ 1.92	
35' Tool Traler with contents		HR	\$ 2.58	\$ -
I-R D185SQ Portable Air Compressor		HR	\$ 65.76	\$ -
Laymor Brooms/John Deere Tractor Model 850 Sweeper		HR	\$ 74.66	\$ -
Dynapac Rollers		HR	\$ 79.33	\$ -
Case 252 Roller		HR	\$ 29.58	\$ -
Trench Box #1 Box 20x8		HR	\$ 7.03	\$ -
Trench Box #2 Box 10x24		HR	\$ 10.00	\$ -
Manhole Box		HR	\$ 6.07	\$ -
Generator		HR	\$ 36.18	\$ -
Wacker		HR	\$ 16.00	\$ -
Blasting Truck with Mats, Seismograph		HR	\$ 35.00	\$ -
Joy 175 Compressor w/Jack Hammer		HR	\$ 19.66	\$ -
6" Pumps (Self Priming Trash Pumps )		HR	\$ 18.09	\$ -
Operated Trucks		HR	\$ 100.00	\$ -

## TOTAL EQUIPMENT COSTS

MATERIAL/OTHER COSTS:	Quantity	Unit	Price	T	Total
F&I - SDR-35 PVC Sanitary Sewer - 10" Dia.	59	LF	\$ 350.00	\$	20,650.00
				\$	-
				\$	-
				ć	

TOTAL MATERIAL COSTS	\$ 20,650.00

20,650.00 PACT Cost Contractors Fee (10%) per S.C. 11.04.A 2,065.00 **PACT Cost** 22,715.00

> Subcontractor Cost Contractors Fee (5%) **Subcontractor Cost**

TOTAL 22,715.00

# PRODUCTION REPORT

DATE: 18/12/19	L.	OCATION: SEAFORD	JOB N	O	· ·
ENGINEER:	den	OWNER:		PAY ITEMS	
MANPOWER	HRS	PRODUCTION	NO.	DESCRIPTION	TINU
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# PRODUCTION REPORT

PAGI CONSTRUCTION INC.,

DATE: 8/21/19	LOC	DATION: SEAFORD	JOB N	IO.	•
ENGINEER:	1,111	OVVNER:		PAY ITEMS	
MANPOWER	HRS	PRODUCTION	NO.	DESCRIPTION	UNIT
CABRAL.	10				
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# PACI CONSTRUCTION INC.

# PRODUCTION REPORT

DATE: 8/26/19	L	OCATION: SEAFORD		JOB N	O. '	•
ENGINEER:		OWNER:			PAY ITEMS	
MANPOWER	HRS	PRODUCTION		NO.	DESCRIPTION	UNITS
CABRAL.	10	01/21/1/20			All	
5054	10	DiG Lateral For Police Station	•			
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EQUIPMENT	HRS	StA* 1460		<u> </u>	· · · · · · · · · · · · · · · · · · ·	
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Owner:

PACT ONE LLC

Attn: Duncan Gordon

**CHANGE ORDER** 

Change Order #:

1

Project:

Market Gravity Sewer, Seaford, DE

PACT ONE LLC Subcontract # 253-04 Jerry's Inc. Project # JP190726rev1 Date: 12/6/2019

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
158.5	TON	ADDITIONAL HOT MIX MATERIAL REQUIRED FOR LEVELING AND WEDGING TO ESTABLISH CROWN	\$ 95.40	\$ 15,120.90

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under the same conditions as specified in original contract unless otherwise stipulated.

Jerry's Inc.

Date 12/4/9

Signature Print Name, Title

Date of Acceptance

	Western Sussex Transmission Facilities: Contract 2: Market Street Gravity Sewer As-Built Quantities												
NO.	ITEM	SIZE OR DEPTH	UNIT	AS-BID QUANTITY		S-BID UNIT PRICE		S-BID TOTAL PRICE	AS-BUILT QUANTITY	AS	S-BUILT PRICE	AI	DJUSTMENT
Schedul	e A:Gravity Sewer Installation					Schedule A:C Instal		•	Schedu	le A:	Gravity Sewer In	stall	ation
A-1	Mobilization	-	LS	1	\$	50,000.00		50,000.00	1	\$	50,000.00	\$	-
	Removal, Relocation and/or Disposal	-	LS	1	\$	70,000.00		70,000.00	1	\$	70,000.00		-
A-3	CCTV Existing Sewer Installation & Abandonment of Temporary	10"	LS	1	\$	10,000.00	\$	10,000.00	1	\$	10,000.00	\$	-
A-4	Bypass Connection	6"	LS	1	\$	25,000.00	\$	25,000.00	0.5	\$	12,500.00	\$	(12,500.00)
A-5	Furnish and Install SDR-35 PVC Sanitary Sewer	8"	LF	40	\$	200.00	\$	8,000.00	29	\$	5,800.00	\$	(2,200.00)
A-6	Furnish and Install SDR-35 PVC Sanitary Sewer	15"	LF	2547	\$	450.00	\$	1,146,150.00	2493	\$	1,121,850.00	\$	(24,300.00)
A-7	Furnish and Install SDR-35 PVC Sanitary Sewer in DelDOT ROW	15"	LF	71	\$	600.00	\$	42,600.00	71	\$	42,600.00	\$	-
A-8	Furnish and Install SDR-35 PVC Sanitary Sewer	18"	LF	25	\$	500.00	\$	12,500.00	16	\$	8,000.00	\$	(4,500.00)
A-9	Furnish and Install Precast Concrete  Manhole complete in place	4'	VF	87	\$	1,000.00	\$	87,000.00	79.66	\$	79,660.00	\$	(7,340.00)
A-10	Furnish and Install Precast Concrete Manhole complete in place	5'	VF	8	\$	1,500.00	\$	12,000.00	6.76	\$	10,140.00	\$	(1,860.00)
A-11	Furnish and Install C900 PVC Force Main Reconfiguration	-	LS	1	\$	10,000.00	\$	10,000.00	1	\$	10,000.00	\$	-
A-12	Furnish and Install Manhole Frame and Cover	-	EA	10	\$	500.00	\$	5,000.00	10	\$	5,000.00	\$	-
A-13	Furnish and Install House Laterals and Cleanout (Main to Property Line)	6"	EA	13	\$	2,000.00	\$	26,000.00	15	\$	30,000.00	\$	4,000.00
A-14	Post-Installation CCTV of Laterals and Sewer Main	6"/15"	LS	1	\$	5,000.00		5,000.00	1	\$	5,000.00		
A-15	Removal of Existing Manholes	-	EA	11	\$	3,000.00	\$	33,000.00	11	\$	33,000.00	\$	-
A-16	Abandonment and Removal of Existing Sanitary Sewer Main Mill and Overlay Type C Superpave Surface	10"	LF	2577	\$	20.00		51,540.00	2577	\$	51,540.00		-
A-17	Course (DelDOT Limits)	1.5"	SY	427	\$	50.00	\$	21,350.00	427	\$	21,350.00	\$	-
A-18	Furnish and Install Concrete Sidewalk	4"	LF	151	\$	20.00	\$	3,020.00	247.90	\$	4,958.00	\$	1,938.00
A-19	Furnish and Install Concrete Curb	-	LF	35	\$	60.00	\$	2,100.00	35.83	\$	2,149.80		49.80
	Private Property Restoration	-	LS	1	\$	10,000.00	\$	10,000.00	1	\$	10,000.00		-
Subtotal Schedule A: Gravity Sewer Installation				-			1,630,260.00		\$	1,583,547.80		(46,712.20)	
Schedul	e B: Sewer Rehabilitation				Sch			Rehabilitation					
B-1	Locate and Raise Manhole to Grade Furnish and Install Watertight Manhole	-	EA	3	\$	1,000.00		3,000.00	10	\$	10,000.00	\$	7,000.00
B-2	Frame and Cover Furnish and Install 10'x10' Concrete Collar	-	EA	15	\$	500.00		7,500.00	12	\$	6,000.00	\$	(1,500.00)
B-3	around Manhole	-	EA	15	\$	1,500.00	\$	22,500.00	7	\$	10,500.00	\$	(12,000.00)
B-4	Abandonment of SW pipe	10"	EA	2	\$	5,000.00	\$	10,000.00	1	\$	5,000.00	\$	(5,000.00)
Subtota	Schedule B: Sewer Rehabilitation						\$	43,000.00		\$	31,500.00	\$	(11,500.00)
Schedul	e C: Contingent Items				Schedule C: Contingent Items			Schedule C: Contingent Items			s		
C-1	Secure Modified Proctor Tests, AASHTO T- 180, Method A	-	EA	6	\$	1,000.00	\$	6,000.00	0	\$	-	\$	(6,000.00)
C-2	Secure Field Density Tests, AASHTO T-191	-	EA	11	\$	1,000.00		11,000.00	0	\$	-	\$	(11,000.00)
C-3	Contingent Unclassified Excavation		CY	75	\$	50.00	\$	3,750.00	0	\$	-	\$	(3,750.00)
C-4	Contingent Borrow Material, Borrow Type "C" (Backfill)		CY	1000	\$	30.00	\$	30,000.00	0	\$	-	\$	(30,000.00)
C-5	Contingent Aggregate Material, Graded Aggregate Type "B" (Crusher Run)	-	TON	75	\$	25.00	\$	1,875.00	0	\$	-	\$	(1,875.00)
C-6	Contingent Porous Fill Material, Coarse Aggregate No. 57 Stone		TON	75	\$			3,000.00	0	\$	-	\$	(3,000.00)
C-7 C-8	Furnish and Place 4000 PSI concrete Contractor Down Time	_	CY HR	10 30	\$		\$ \$	6,000.00 45,000.00	1.5 0	\$	900.00	\$	(5,100.00) (45,000.00)
	Replacement of Existing Storm Drain Pipes		LF	75	\$		\$	11,250.00	15	\$	2,250.00	\$	(9,000.00)
	I Schedule C: Contingent Items						\$	117,875.00		\$	3,150.00	\$	(114,725.00)
Total: (	Schedules A + B + C)						\$	1,791,135.00		\$	1,618,197.80	\$	(172,937.20)
Schedul	e D: Alternate Bid Items				Sc	hedule D: Alte	ern	ate Bid Items	Sche	dule	D: Alternate Bid	Itei	ns
D-1	ADD - Mill and Overlay Type C Superpave Surface Course (Full Width)	1.5"	SY	10,148	\$	20.00	\$	202,960.00	10148	\$	202,960.00	\$	-
D-2	ADD - Furnish and Install ADA Curb Ramps	6"	EA	12	\$	5,000.00	\$	60,000.00	12	\$	60,000.00	\$	-

	Western Sussex Transmission Facilities: Contract 2: Market Street Gravity Sewer As-Built Quantities											
NO.	ITEM	SIZE OR DEPTH	UNIT	AS-BID QUANTITY	AS-BID U PRICE		AS	-BID TOTAL PRICE	AS-BUILT QUANTITY	AS	-BUILT PRICE	ADJUSTMENT
D-3	ADD - Furnish and Install Concrete Sidewalk	4"	SF	275	\$	20.00	\$	5,500.00	513.84	\$	10,276.80	\$ 4,776.80
D-4	ADD - Furnish and Install Concrete Curb	-	LF	61	\$	60.00	\$	3,660.00	74.33	\$	4,459.80	\$ 799.80
D-5	ADD - Clean and CCTV Interceptor Sewer Main (WWTP to High Street)	-	LF	4035	\$ 1:	50.00	\$	605,250.00	Not Awarded	Not	Awarded	Not Awarded
Subtota	Subtotal Schedule D: Alternate Bid Items						\$	877,370.00		\$	277,696.60	\$ 5,576.60
Change	Change Orders											
CO#1	Interceptor Sewer Cleaning	-	LF	4035	\$	24.00	\$	96,840.00	4069	\$	97,656.00	\$ 816.00
CO#2- A	10" Gravity Sewer	-	LS	1	\$ 22,7	15.00	\$	22,715.00	1	\$	22,715.00	\$ -
CO#2- B	Wedging Course of Paving	-	LS	1	\$ 15,12	20.90	\$	15,120.90	1	\$	15,120.90	\$ -
Total W	ork Completed: (Schedules A + B + C + D	+ Change (	Orders)							\$	2,031,386.30	

Original Contract Amount:	\$ 2,063,255.00
Approved Change Orders To Date:	\$ 96,840.00
Contract Amount Adjusted To Date:	\$ 2,160,095.00
Total Work Completed:	\$ 2,031,386.30
Final Balancing Change Order Amount:	\$ (128,708.70)



By: Title:

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE	
	Change Order No.
Date of Issuance: 6/2/20	Effective Date: 6/2/20
Owner: Sussex County	Owner's Contract No.: S19-28
Contractor: Zack's Excavating, Inc.	Contractor's Project No.:
Engineer: George, Miles & Buhr	Engineer's Project No.: R170219
Project: Western Sussex Transmission	Contract Name:
Facilities: Contract 4: Pumping Stations	
The Contract is modified as follows upon execution of this	Change Order:
Description:	
Design changes necessary due to groundwater contaminat	ion, causing unforeseen schedule impacts.
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
	[note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times:
# 2 22 C 020 00	Substantial Completion: 9/17/20
\$_3,236,939.00	Ready for Final Payment: 270 calendar days
[Increase] [Decrease] from previously approved Change	[Increase] [Decrease] from previously approved Change
Orders No to No: N/A	Orders No to No: N/A
	Substantial Completion: 9/17/20
\$	Ready for Final Payment:
	270 calendar days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
4 2 226 222 22	Substantial Completion: 9/17/20
\$_3,236,939.00	Ready for Final Payment:
Increase of this Change Order:	270 calendar days [Increase] [Decrease] of this Change Order:
increase of this change order:	Substantial Completion: 4/15/21
\$ 40,045.00	Ready for Final Payment:
¥_10/0 10.00	400 calendar days including 90 day suspension
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial Completion: 4/15/21
\$_3,276,984.00	Ready for Final Payment:
	400 calendar days including 90 day suspension
	PTED: ACCEPTED
By: Gans chedlers By:	By: Sechhi
	thorized Signature) Contractor (Authorized Signature)
Title: County Engineer Title	Title VICE PRESIDENT
Date: Date	Date 5/28/2020
Approved by Funding Agency (if	•
applicable)	

EJCDC° C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Date:

# WESTERN SUSSEX TRANSMISSION FACILITIES CONTRACT 4 : PUMPING STATIONS, Project S19-28

	ADDED WORK	DELETED WORK	
TEMPORARY BYPASS CONNECTION 16x8     Descriptive: Furnish, Install, and cut in 16x8-inch tee for temp bypass connection with 8-inch top side pipe with horizontal FL gate valve, 90 degree bend quick disconnect. After completion remove top side 8-inch assembly & install blind flange.	\$ 6,000.	<ol> <li>REPLACEMENT STRUCTURE SMH4     Descriptive: Deletion of furnish and install SMH4 replacement and     associated dewatering and fill.</li> </ol>	\$ 13,080.00
2. 85 LF +/- 16-inch FORCEMAIN Descriptive: Furnish, install, cut in, and make whole again via backfill the 85 LF of 16-inch FM near the SMH10, as indicated in the DBF revised drawings. Existing 16-inch force main that is no longer relevent can be removed and reused or capped and abandond in place.	\$ 17,000.	<ol> <li>12-inch GRAVITY SEWER PIPE     Descriptive: Deletion of furnish and install 12-inch gravity line and fill.</li> </ol>	\$ 230,000.00
3. SHEET PILE SHORING AND BRACING  Descriptive: Furnish and install system with reduced excavated footprint, within one shoring system, driven sheetpile to imbed into suitable material "40-feet +/-, per Hillis Carnes boring logs. Furnish suitable equipment for clamshell excavation to subgrade of wells. Includes transportation of excavated material to the sludge drying areas for drying out and reuse if suitable material or ultimate disposal by	\$ 170,000.	3. QUANITY 1 AT 4-foot DIAMETER SMH Descriptive: Deletion of furnish and install 4-foot manhole and associated dewatering and fill.	\$ 16,520.00
Owner if unsuitable.  4. QUANITY OF two (2) DEWATERING WELLS Descriptive: Furnish and install deep wells for draw down to establish a suitable dry suggrade. Includes stratified benzene testing from the deep wells. Maintain the deep wells and manage inaccordance with DNREC permit. Treatment of benzene contamination is excluded.	\$ 15,000.	4. QUANITY 1 AT 4-foot DIAMETER DOGHOUSE SMH Descriptive: Deletion of furnish and install 4-feet diameter doghouse manhole and associated fill and dewatering.	\$ 13,375.00
5. INSTALL 160 LF OF 12-inch DR 26 HDPE PIPE FROM SMH1 TO SMH2	¢ .cc.000.4	5. DEDUCT RAIL SYSTEM	ć 13.834.00
Descriptive: Cleaning, CCTV inspection and prep of 24-inch DIP followed by furnishing & installing of HDPE 12-inch gravity pipe from SMH1 to SMH2, all necessary flowable grouting, cribbing for positive grade, all connections, SMH1 tie-ins, and SMH1 grout pack and seal. Including SMH1 base fill reworking, trough creation for proper channel/flow to connection 17-inch HDPE carrier pipe.	\$ 65,000.0	Descriptive: Elimination of the need to rent and utilize sliding rail system for this project, due to the plan for sheet piles.	\$ 12,834.00
6. REMOVE SMH2, INSTALL 20 LF OF 12-inch DR 26 HDPE PIPE	\$ 16,800.0	6. DEDUCT RESILIENT WEDGE VALVE	\$ 11,531.00
BETWEEN REMOVED SMH2 & SMH3 Descriptive: Remove temp 24-inch transition set up, followed by furnishing & installing of HDPE 12-inch gravity pipe from SMH3 to removed SMH2, all necessary tie-ins and fittings including SMH2 base removal and replacement with fused 12-inch HDPE sweep.	\$ 10,600.0	Descriptive: Request for alternate of resilient wedge valves as opposed to designed the plug valves.	\$ 11,551.00
7. POWER FROM NEW TRANSFORMER TO EXISTING MAINTANANCE BUILDING	\$ 7,500.0	TOTAL DEDUCTS	\$ 297,340.00
Descriptive: Coordinate, furnish and install new and relocate exisiting transformer and component for the Town of Bridgeville maintenance buildings curreently in conflict with excavation.			
8. CLAMSHELL EXCAVATION VS HYDRAULIC Descriptive: Furnish and install one (1) reduced excavated area sheet	\$ 15,045.0	00	
pile shoring system, driven into suitable material ~40-feet +/- per Hillis-			
Carnes boring logs. Furnish equipment for clamshell excavation as opposed to hydraulic to subgrade of wells. Includes transportation of			
excavated material to the sludge drying areas if benzene odor is present with disposal by Owner.			
9. Heritage Shores Pump Station - CONTROL STANDARDIZATION	\$ 10,000.0	0 NTE Allowance	
Descriptive: Furnish and install PLC and file transfer protocal capabilities to bring up to current county scada standards.	Ç 10,000.	o MEANONAIDE	
10. SMH TOUCH UPS AND REHABILITATE - SMH1, SMH2, SMH8, &	\$ 10,000.0	0 NTE Allowance	
Description: SMH1 lining and service access rehabilitation, SMH2 touch- up as req. for temp. construction effort, SMH8 & 9 furnish & install one			
<ol> <li>5-foot riser section each w/ frame &amp; cover to prop. grade levels and rehab both w/ lining system.</li> </ol>			
11a. BYPASS PUMPING FROM SMH6 TO SMH2  Descriptive: Furnish and install temporary pumping from SMH6 to	\$ -	Incl. in base contract	
SMH2, while maintaining City of Bridgeville traffic flow through the primary on site drive. Duration as necessary until normal planned or			
designed flow paths are completed.		location #1	
11b. BYPASS PUMPING FROM SMH5 TO SMH2  Descriptive: Furnish and install temporary pumping from SMH5 to	\$ -	Incl. in base contract	
SMH2, while maintaining City of Bridgeville traffic flow through the primary on site drive. Duration as neccessary until normal planned or			
designed flow paths are completed. 11c, BYPASS PUMPING FROM SMH10 TO TEMPORARY 8-inch QUICK		location #2	
CONNECT	\$ 5,000.0	0	
Descriptive: Furnish and install temporary pumping from SMH10 to temporary bypass, while maintaining City of Bridgeville traffic flow			
through the primary on site drive. Duration as neccessary until normal planned or designed flow paths are completed.		location #3	
CONNECTION TOTAL ADDITIONS	\$ 337,345.0		
IA INCHESTIONS	, 337,343.U	-	

\$ 40,005.00

Net TOTAL

# Blades Sanitary Sewer District Area - Northern Extension Contract Continuation Project 15-03

ITEM#	DESCRIPTION	UNIT COST	UNIT	QUANTITY	TOTAL
1	MOBILIZE	\$36,174.20	LS	1	\$36,174.20
2	8" SDR 35	\$80.00	LF	854	\$68,320.00
3	12" SDR 35	\$112.00	LF	1598	\$178,976.00
4	12" SDR 26	\$115.00	LF	252	\$28,980.00
5	6" SDR 35 CLEAN OUT	\$500.00	EA	11	\$5,500.00
6	12" TERMINAL CLEAN OUT	\$1,500.00	EA	1	\$1,500.00
7	6" LATERAL OPEN CUT	\$100.00	LF	300	\$30,000.00
8	4 FT Dia MH	\$1,300.00	VF	91	\$118,300.00
9	ROTOMILL	\$5.00	SY	530	\$2,650.00
10	TYPE C HOTMIX	\$6.00	SY-IN	890	\$5,340.00
11	GABC	\$35.00	TON	150	\$5,250.00
12	MISC EXCAVATION	\$10.00	CY	200	\$2,000.00
13	C BORROW	\$10.00	CY	200	\$2,000.00
14	<b>UNDERCUT &amp; GRAVEL FILL</b>	\$20.00	CY	200	\$4,000.00
15	MISC CONCRETE	\$200.00	CY	40	\$8,000.00
16	JACK & BORE #1	\$486.00	LF	198	\$96,228.00
17	JACK & BORE #2	\$498.00	LF	60	\$29,880.00
18	RELOCATE POLE	\$10,000.00	EA	1	\$10,000.00
19	REPLACE CURB	\$35.00	LF	250.00	\$8,750.00
20	DEWATERING	\$35.00	LF	1120	\$39,200.00
21	MOT	\$35,000.00	LS	1	\$35,000.00
22	Excavation for Bore &	\$58,290.00	LS	1	\$58,290.00
	Receiving Pits Including				
	Shoring & Dewatering				
23	Survey and final As-builts	\$20,000.00	LS	1	\$20,000.00
				TOTAL =	\$794,338.20

T&M FOR ALL OUR WORK ASSOCIATED WITH THE REMOVAL, DISPOSAL AND PUMPING OUT OF EXISTING TANKS FOR CHURCH

IF DEWATERING NOT NEEDED AT BORE OR RECEIVING PITS -\$10,000.00 OFF OF ITEM #22

#### **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 (302) 855-7799 FAX





DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

## **MEMORANDUM**

TO: Sussex County Council

The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President

The Honorable Douglas B. Hudson The Honorable John L. Rieley

The Honorable Samuel R. Wilson, Jr.

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

RE: Artesian Wastewater Management Inc.

A. 2016 Bulk Wastewater Services Agreement – Addendum No.3

DATE: June 2, 2020

In July of 2016, the Engineering Department presented a comprehensive proactive wastewater infrastructure planning approach for the North Coastal Planning Area. The stated goal was expansion of utility coordination between wastewater service providers. Hence, avoiding duplication of capital expenditures and utilization of existing sewer transmission and treatment capacity up to its permitted limits.

County Council authorized agreement negotiations with other wastewater service providers for the utilization of seasonally available, existing wastewater treatment capacity and on August 30, 2016, approved the original agreement with Artesian Wastewater Management, Inc. Other agreements with municipal providers have followed since then. The approach of allowing the most cost-effective transmission and treatment of wastewater, represented by the tier style service map, has been incorporated in the County Code revisions for Chapter 110, as well as the 2018 Comprehensive Plan.

On January 29, 2019, Council approved Addendum No. 1 to the Agreement, expanding the exchange to treated effluent with a 4 to 1 exchange ratio with wastewater for balancing purposes. In addition, it established a ten-year term allowing for better long-term planning.

On September 10, 2019, Council approved Addendum No. 2 making the county's pretested land available for a potential spare Artesian disposal area if needed in exchange for utilization of Artesian full effluent disposal quantity at the Stonewater Facility up to 450,000 gpd. In addition, it extended the term to twenty-five-years matching the term at the Wolfe Neck lease with the State.

The physical connection to the Artesian facility was completed and tested in January of 2020. DNREC requested Artesian to file an authorization request to operate which was originally submitted early February and amended on February 11, 2020. (Copy attached) In addition,



# Artesian Wastewater Management Inc. 2016 Bulk Wastewater Services Agreement – Addendum No.3

June 2, 2020

DNREC required a memorandum of understanding between the utilities on how to share operational responsibilities which was submitted on February 22, 2020. (Copy attached) To date DNREC has not yet advertised the legal notice associated with the permit modification.

The original 2016 agreement did not anticipate modification of the either party's underlying DNREC wastewater permit, but instead allowed raw wastewater to be transmitted and treated by the most cost-effective option with the intention of creating a balanced flow exchange system. It worked well until DNREC required the permit modification of Artesian's Stonewater facility. The agreement requires a true up of the flow balance at the end of each fiscal year. With the access to the Stonewater facility for the County's flow taking significantly longer than anticipated an unusual imbalance has been created. Both utilities believe the imbalance can easily corrected by delaying the true up until the end of fiscal year 2021. The Engineering Department is requesting Council's approval of Addendum No.3 formalizing that arrangement.

#### ADDENDUM NO. 3 TO THE

#### BULK WASTEWATER SERVICES AGREEMENT

#### Between

## ARTESIAN WASTEWATER MANAGEMENT, INC.

#### and

## SUSSEX COUNTY

**WHEREAS**, on August 30, 2016 the parties entered into a Bulk Wastewater Services Agreement ("Agreement") regarding exchange of Wastewater; and

**WHEREAS**, on February 7, 2019 the parties signed Addendum No. 1 to the Agreement; and

**WHEREAS**, on or about September 19, 2019 the parties signed Addendum No. 2 to the Agreement; and

WHEREAS, both parties desire to further amend the Agreement as set forth herein;

**NOW THEREFORE**, the Sussex County Council (County) and Artesian Wastewater Management, Inc. (Artesian) agree to further amend the Agreement as follows:

- 1. The annual true up scheduled to occur on June 30, 2020 pursuant to Section 2(e) of the Agreement shall be postponed until June 30, 2021, when a true up for the two year period July 1, 2019 through June 30, 2021 shall be undertaken. The annual true up procedure set forth in Section 2(e) shall resume for subsequent years.
- 2. All other terms and conditions of the Agreement as previously amended remain unchanged.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals the day stated below. ARTESIAN WASTEWATER Attest: MANAGEMENT, INC. By: \_\_\_\_\_(SEAL) Dian C. Taylor, Chief Executive Officer Joseph A. DiNunzio, E.V.P. & Secretary STATE OF DELAWARE : SS. COUNTY OF NEW CASTLE BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Dian C. Taylor, known to me personally to be the Chief Executive Officer of Artesian Wastewater Management, Inc. and, in that capacity, she executed this Addendum No. 3 To The Bulk Wastewater Services Agreement in her own hand for the corporation. Notary Public Attest: SUSSEX COUNTY, DELAWARE By: (SEAL) Clerk, Sussex County Council Michael H. Vincent, President STATE OF DELAWARE : SS. COUNTY OF SUSSEX BE IT REMEMBERED, that on the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2020, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael H. Vincent, known to me personally to be President of the Sussex County Council and, in that capacity, he executed this Addendum No. 3 To The Bulk Wastewater Services Agreement in his own hand for the County.

Notary Public

#### MEMORANDUM OF UNDERSTANTING

#### BETWEEN ARTESIAN WASTEWATER MANAGEMENT INC.

#### AND SUSSEX COUNTY DELAWARE

- 1. <u>Parties:</u> This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Artesian Wastewater Management Inc. (hereinafter referred to as "Artesian") and Sussex County, a political subdivision of the State of Delaware (hereinafter referred to as "Sussex County").
- 2. Nature of Relationship: On August 30, 2016, Artesian and Sussex County entered into a Bulk Wastewater Services Agreement regarding the exchange of Wastewater. Since that time, two amendments have been signed by the parties; Addendum No. 1 on February 7, 2019 and Addendum No. 2 on September 19, 2019. These documents establish a relationship between the two parties where wastewater and/or treated effluent can be transferred between each party's respective wastewater systems for treatment and/or disposal.
  - a. The implementation and pursuit of the goals, objectives, conditions and terms of the collaboration described in this MOU shall be carried out in accordance with the terms, conditions and requirements laid out in the Agreement and Amendments described above.
- 3. <u>Purpose:</u> The purpose of this MOU is to establish the terms, conditions and limits of a specific exchange of wastewater and treated effluent between Artesian and Sussex County: namely, the exchange between Artesian's Stonewater Creek Wastewater Treatment Plant and Sussex County's Inland Bays Wastewater Treatment Plant.
  - **a.** Artesian will send raw, untreated wastewater collected in its regional wastewater network to the Inland Bays Regional Wastewater Treatment Plant for treatment.
  - **b.** Sussex County will send treated effluent from the Inland Bays Regional Wastewater Treatment Facility to the Artesian's Stonewater Creek Wastewater Treatment and Disposal Facility for disposal.
- **4. Facilities:** The following facilities shall be involved in exchange defined by this MOU
  - a. Sussex County's Inland Bays Regional Wastewater Treatment Plant as defined in State Permit No. LTS 5004-90-12.
  - **b.** Artesian's Stonewater Creek Wastewater Treatment and Disposal Facility as defined in State Permit No. 202221-02.

- from the outside party to Sussex County at the same time that they are sent to Artesian.
- iii. Artesian's operators shall have the right, at any time, to collect samples at their expense of the t reated effluent from the Inland Bays Regional Wastewater Treatment Facility.
- iv. Sussex County operators shall have the right, at any time, to collect samples at their expense of the effluent being disposed of in the Stonewater Treatment and Disposal facility.
- 6. Execution: The Parties hereto have executed this MOU on the day stated below.

	A	RTESIAN	WASTEWATER	<b>MANGEMENT</b>	INC.
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Name and Title

Date: 2/20/2020

SUSSEX COUNTY

By: Sussex County Engineer
Name and Title

2/19/2020 Date:



Artesian Water Maryland Artesian Wastewater Maryland

Artesian Water Company 🛮 🛕 Artesian Wastewater Management 🛕 Artesian Utility Development 🛕 Artesian Water Pennsylvania

February 11, 2020

Mr. John Rebar, Jr., Environmental Program Manager I Department of Natural Resources & Environmental Control 89 Kings Highway Dover, DE 19901

Re:

Stonewater Creek RIB Disposal. State Permit #202221-02

Dear Mr. Rebar,

This letter supersedes the letter dated February 5, 2020 on the same subject.

Artesian Wastewater Management Inc. (AWMI) operates the Stonewater Creek Wastewater Treatment Plant and RIB disposal areas under DNREC Permit #202221-02. Currently, the WWTP's treatment is rated for a monthly average of 225,000 gpd and the RIB disposal is permitted for up to 450,000 gpd. Part III A.a. authorizes full utilization of the RIBs to 450,000 gallons once the treatment capacity is increased to match the RIB capacity.

Via the partnership agreement with Sussex County, all Artesian's wastewater flows to Stonewater Creek's WWTP have been redirected to the County's Inland Bays Regional Wastewater Facility operating under DNREC Permit #359141-05. Additionally, an interconnection has been established between the Inland Bays Facility's discharge and Stonewater Creek WWTP's influent allowing part of the County's flow to be treated and disposed as an alternate outlet via the RIBs. This arrangement maintains Stonewater Creek's treatment process as per the current operating permit limiting the treatment and disposal of the County's flow to the permitted treatment capacity of 225,000 gpd.

Upon a successful 6-months testing period of the plant's performance at the current treatment limit, AWMI will submit a revised expansion construction permit request for the Stonewater Creek WWTP detailing the modifications required, if any to increase the treatment capacity to match Stonewater Creek's permitted 450,000 gpd RIB disposal limit.

If you have any questions, or would like to discuss further, please let me know.

Very truly yours,

Daniel Konstanski, P.E., BCEE

Principal Engineer

#### **ADMINISTRATION**

MICHAEL J. COSTELLO GOVERNMENT AFFAIRS MANAGER

(302) 854-5060 T (302) 855-7749 F michael.costello@sussexcountyde.gov





## **Memorandum**

TO: Sussex County Council

The Honorable Michael H. Vincent, President The Honorable Irwin G. Burton III, Vice President

The Honorable Douglas B. Hudson The Honorable John L. Rieley

The Honorable Samuel R. Wilson Jr.

FROM: Michael Costello

Government Affairs Manager

RE: *Chapter 80 and 115 Edits, H.B. 118* 

DATE: May 27, 2020

During next Tuesday's meeting, a presentation will be made regarding the proposal to change portions of Chapter 80 and 115 as it relates to property maintenance.

As you know, our code enforcement gets called upon daily to help correct a variety of problems related to health, safety, and welfare of our residents. The ordinances in our current code calls for minimum conditions for lot maintenance and restrictions for accumulating waste, trash, and certain debris as well as junked or inoperable vehicles. All of these create conditions that can foster rodents, odors, pests, and affect property values and salability.

Our ordinances are unlike any other jurisdiction that overlaps ours. Many times, outside agencies will refer residents to us because they have no rule that allows them to act in such cases. When called upon, our code officials do an excellent job in using the specific authority, outlined in our code, to attain compliance. Most instances result in quick correction with only a gentle reminder, others may see an extended period of time either because the property owner is unwilling or unable to comply. In these situations, our current code provisions can allow the condition to be drawn out for an unreasonable amount of time before ultimately, involving the court system. Once in the court, we have seen it take several months before the violator appears in



to answer to the charge. All this time, the resident who called us for help still sees no action has taken place. To this resident, we have been useless.

We are not the only jurisdiction that has seen such a problem with the criminal approach, which our property maintenance codes are based. Others have taken the more results-based approach of civil ticketing and abatement. This new method takes the action out of the criminal courts and into the governing body to administer. This authority requires the authorization of the Generally Assembly and an amendment to Title 9. Several years ago, New Castle County received such authorization from the GA and their new approach has worked well for their needs. Most recently, a bill was introduced on behalf of Kent County who sought such authority and as was a bill, H.B. 118, introduced for us during this Legislative session. In January, H.B. 118 was passed and authorized Sussex County to adopt a civil ticketing program as described in the bill.

Our County Attorneys have drafted changes to our code that would provide the mechanism for our enforcement group to do better without an over-reaching effect and bring problem properties into compliance and still allow due process for property owners who desire to have their matter heard.

Our presentation next week will identify some of the problems we encounter using our current code and we hope to gain your support in introducing edits to our provisions that will allow our code officials to do more in terms of timely correction for the residents that call upon them.

<b>ORDINANCE</b>	NO
CINDINAINCE	INO.

AN ORDINANCE TO AMEND CHAPTER 80 ("LOT MAINTENANCE") OF THE CODE OF SUSSEX COUNTY RELATING TO LOT MAINTENANCE, INCLUDING THE ADOPTION OF ENFORCEMENT AND PENALTY PROVISIONS PURSUANT TO TITLE 9, CHAPTER 72 OF THE DELAWARE CODE.

WHEREAS, Sussex County is charged with protecting the health, safety and welfare of its citizens; and

WHEREAS, on July 16, 2013, Sussex County adopted Chapter 80, "Lot Maintenance"; and

WHEREAS, on February 10, 2020, the Delaware legislature passed and the Governor signed into law, Title 9, Chapter 72 of the Delaware Code, entitled, "Sussex County Property Maintenance", which provides a mechanism by which the Sussex County Council is authorized to promulgate Sussex County Code provisions, including civil penalties for enforcement with due process protections;

WHEREAS, the Sussex County Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests, including, but not limited to, the protection and preservation of the public health, safety, prosperity, general welfare and quality of life of its citizens.

#### NOW THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. Chapter 80 of the Sussex County Code is hereby amended by deleting the title of, "Lot Maintenance" and substituting the following underlined language in its place and stead:

### Chapter 80 Property Maintenance Code

Section 2. Chapter 80, § 80-1 is hereby amended by inserting new subparagraphs C and D which is underlined as follows:

- C. The definitions contained in 9 Del. C. § 7201 shall govern this chapter.
- D. This chapter shall not apply to:
  - (1) <u>properties</u>, <u>buildings</u>, <u>or structures located within any incorporated city or town in Sussex County unless the responsibility for the local code enforcement has been duly transferred to Sussex County.</u>
  - (2) <u>land deemed to be actively devoted to agricultural, horticultural, or forestry as defined in 9 Del. C. § 8333.</u>
  - (3) any structure that is not subject to regulation pursuant to 9 Del. C. § 6902(b).

## (4) State Parks and Wildlife Areas.

Section 3. Chapter 80 of the Sussex County Code is hereby amended by deleting §§ 80-2, 80-3 and 80-4 in their entirety which is bracketed and italicized as follows:

## [§ 80-2 Enforcement.

- A. It shall be the duty of the Constable or his/her designee to enforce the provisions of this chapter. When the Constable, or his/her designee, determines that there has been a violation of this chapter, or has grounds to believe that a violation has occurred, notice shall be given to the owner, occupant or party responsible for the subject property. All notices shall:
  - (1) Be in writing.
  - (2) Include a tax parcel number for the property.
  - (3) Include a statement or description and/or photograph of the violation or violations and state why the violation notice is being issued.
  - (4) Include a statement of the required corrective action and the time period within which the corrective action must occur to bring the subject property into compliance, which time period shall be not less than five calendar days. In the event the owner, occupant or party responsible for the subject property notifies the Constable, or his/her designee, in writing, within the five-day corrective period of an intent to correct the violation, the Constable or his/her designee may, at his/her discretion, extend the time for corrective action up to a total period of 10 days from the date the violation notice is served. The notice of violation shall be deemed to be properly served if a copy thereof, together with a copy of this chapter, is:
    - (a) Delivered personally;
    - (b) Sent by certified or first-class mail addressed to the last known address; or
    - (c) If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place on the property affected by such notice and the person posting the notice shall take a photograph of the posted notice.
- § 80-3 Removal by County; recovery of County expenses.
- A. If, within five days after due notice by the Constable's office to the owner, occupant or party responsible for the subject property, the grasses or weeds in violation of this chapter are not removed, an administrative fee of \$50 per incident will be assessed to the owner, occupant or party responsible for the subject property and the Constable, or his/her

designee, may contract with a third-party subcontractor who will cause such grasses or weeds to be cut and/or removed and may incur any expense in the removal thereof.

B. Any expense of removal incurred by the Constable or his/her designee shall be the financial responsibility of and paid by the owner, occupant or party responsible for the subject property within 15 days after notice thereof has been given in compliance with the provisions of § 80-2. If such amount is not paid within such time period, such amount, together with the administrative fee set forth in § 80-3A, and interest on such expenses at 10% per annum, shall be assessed against the subject property and shall, until paid, constitute a lien against the subject property in favor of the County upon the filing in the office of the Recorder of Deeds by the appropriate County official of a certificate of lien setting forth the amount equal to the expenses assessed against the owner, occupant, or responsible party by the County for bringing the subject property into compliance of this chapter.

C. In addition to any other remedy, the County may file and maintain a civil action for the recovery of such expense of cutting and/or removal against the owner, occupant or party responsible for the subject property and shall be awarded reasonable attorney's fees and costs of the action by any court having proper jurisdiction over the subject matter.

D. No civil liability shall attach to any act of any contractor or County employee engaged in carrying out the provisions of this section or any of its subsections.

§ 80-4 Violations and penalties; jurisdiction.

A. Any person who shall violate a provision of this chapter or any of its subsections and/or fails to comply with any notice of violation served in accordance with § 80-2 above shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of \$250 for the first conviction; \$500 for the second conviction; \$1,000 for the third conviction; and for the fourth and any subsequent conviction of the same violation that has still not been corrected, the fine for such conviction shall be \$2,500. The fines specified herein for the second through fourth convictions shall not be suspended. Upon conviction of a first violation of this chapter, the court may order the defendant to correct the violation by a certain date, not to exceed 10 days from the date of the conviction. Proof of guilt of a violation hereof may be proven through the testimony of a witness who has observed the violation and/or one or more photographs which document and depict the violation. Jurisdiction over the enforcement of this provision shall be in the Justice of the Peace Courts of the State of Delaware.

B. In addition to prosecuting a violator in the Justice of the Peace Courts, the prosecuting County employee is authorized, but is not required, to institute appropriate proceedings at law or in equity to restrain, correct, abate or enjoin a violation or to require the removal of the offending condition at the expense of the person who is found to be in violation of these provisions. If the County prevails, the Court shall order the violator to pay the County's reasonable attorney's fees and costs of the action.

- C. Pursuant to 25 Del. C. § 2901, civil penalties may be added to the County property tax billings for the property which was the subject of the violation. Additional civil penalties shall also double if not paid within 30 calendar days from the date of the respective violation.
- D. The penalties set forth in this section shall not affect the County's right to also recover expenses incurred pursuant to § 80-3.]

Section 4. Chapter 80 of the Sussex County Code is hereby amended by inserting the following new §§ 80-2 through 80-5 underlined language as follows in its place and stead:

### § 80-2. Approval.

- A. Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this Chapter, the Constable shall have the authority to grant modifications for individual cases, provided the Constable shall first find that special individual reason makes the strict letter of this Chapter impractical and the modification is in compliance with the intent and purpose of this Chapter and that such modification does not lessen health, life, and fire safety requirements. The details of action granting modifications shall be recorded and entered in the departmental files.
- B. Fees. No fee shall be charged for the first modification request if the applicant is actively working toward correcting the violation. A fee as set forth in the Appendix to this Chapter shall be charged for each subsequent request for code modification.

#### § 80-3 Violations.

Any person who shall violate any provision(s) of this Chapter or shall fail to comply with any of the requirements hereof, shall be subject to any of the enforcement mechanisms and penalties outlined in this Chapter.

## § 80-4 Enforcement.

- A. Constable Authority. It shall be the duty of the Constable or his/her designee (collectively "Constable") to enforce the provisions of this chapter. When the Constable, or his/her designee, determines that there has been a violation of this chapter, or has grounds to believe that a violation has occurred, notice shall be given to the owner of the subject property, if known. Notice may also be given to the person responsible for the subject property as defined in 9 Del. C. § 7201(4).
- B. Administrative enforcement. Any person violating the provisions of this Chapter may be subject to administrative proceedings instituted by the Constable.

  Violations subject to administrative enforcement shall be commenced within three (3) years as provided in 10 Del. C. § 8106.

- (1) Notice to owner or person responsible. Whenever the Constable determines that there has been a violation of this Chapter or has reasonable ground to believe that a violation has occurred, notice shall be given to the owner, if known. Notice may also be given to person(s) responsible for the property. Any person(s) noticed shall be responsible for correcting such violation(s).
- (2) Form. The form of such notice prescribed in subsection (1) shall be in accordance with §80-5B.
- (3) Method of service. Notice required under this section shall be satisfied where a copy of the decision, or violation notice is: (a) delivered personally to the owner or person responsible for the property; or (b) mailed by regular United States mail and addressed to the owner or person responsible for the property at their last known address; or (c) posted in a conspicuous place on the property. Service of such notice in the foregoing manner upon an owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.
- (4) Exceptions. In no case shall the Constable be required under this section to provide a violation notice to any owner or person previously provided notice pursuant to this section or under any former provision of this Chapter, where the same violation is alleged by the Constable to exist.
- C. Ticketing. Pursuant to Title 9, Chapter 72 and Title 25, Chapter 29 of the Delaware Code, the Constable shall have the authority to issue ticket(s) to the owner of a property, regardless of whether the owner actually resides upon the property, including any vacant lots, for violations of § 80-1, Prohibited growth and accumulations; § 115-191, Parking, Storing and Maintaining of Vehicles and Trailers; and § 115-191.1, Prohibited Accumulations.
  - Procedure. Whenever the Constable's Office receives a complaint that there (1) has been an alleged violation(s) of the above-referenced sections, the Constable's Office shall inspect the property to determine whether a violation(s) has occurred. If a violation(s) has occurred, a notice of violation(s) shall be given to the owner of the property. Notice may also be given to the person responsible for the subject property. The owner and/or noticed person responsible shall be responsible for correcting such violation(s) within ten (10) calendar days. If the Constable determines that the violation(s) remains after the tenth (10<sup>th</sup>) calendar day, the owner of the property on which such non-compliance exists shall be subject to, and liable for, a civil penalty in the amount of \$50.00. This civil penalty shall double if not paid within thirty (30) calendar days from the date of the citation. In no case shall the Constable be required by this Section to provide notice within a twelve (12) month period to any owner previously provided notice pursuant to this Section where the same Code violation exists.

- (2) Citation. Any citation issued for failure to comply with any provision identified in § 80-4C. may be mailed or personally delivered to the person responsible for the property and shall be mailed or personally delivered to the owner of the property that is the subject of the citation. Pursuant to 9 Del. C. § 7207 and 25 Del. C. § 2901, civil penalties may be added to the County property tax billings for the property which was the subject of the citation. Additional civil penalties shall also double if not paid within thirty (30) calendar days from the date of the respective citation.
- (3) Continuing violations. After the recipient of a ticket(s) has an opportunity to appeal the ticket(s) as permitted by § 80-4C.(5), the violation shall constitute a continuing violation; a ticket for the same violation may be issued each day the violation continues and a separate penalty for each day may be imposed.
- (4) State of mind. It shall be unnecessary to prove the violator's state of mind with regard to the failure to comply with any provision of this Section, as the legislative purpose is to impose strict liability for such non-compliance.
- (5) Appeals. The owner of ot person responsible for a property aggrieved by any civil penalty imposed pursuant to § 80-4C. may appeal the ticket to the Board of Adjustments and Appeals in accordance with § 80-4F., Administrative appeal.
- D. Costs. The owner of or person responsible for the property shall be responsible for all costs associated with the enforcement of this Code and the investigation, removal, remediation, or abatement of Code violations including the costs of the institution and maintenance of temporary safeguards and reasonable attorneys' fees associated with the above. The costs shall be liens on the property to the extent permitted by law.
- E. Administrative penalty provisions. The following administrative penalties may be imposed by the Constable:
  - Administrative fines. Notwithstanding any other section of this Code, any person who is found to have violated any provision of this Code or directive of the Constable, may be subject to the penalties specified in § 80-4G.(3) for each day that the violation continues in addition to any expense incurred by the County for the removal or abatement of the violation. Administrative fines imposed pursuant to this section shall be a lien on the parcel of real property that the expense is incurred upon or which is the subject of the violation. Upon certification of the lien by the Constable's Office, the amount of such lien shall be recorded and collected in the same manner as other county real estate taxes, and paid to Sussex County, when collected. 9 Del. C. § 7207 et seq. (Abatement; creation of tax lien).
  - (2) <u>Institution of remedial action. The County may initiate action to remedy the violation.</u> Upon completion of such remedial work, the violator shall be

provided the opportunity to reimburse the County for the cost incurred. If the violator fails to reimburse the County within the time period specified, the County may:

- (a) call or collect on any bond or insurance established for this purpose;
- (b) place a lien on any property within the County held by the person as permitted by State law; or
- (c) institute a civil action for the recovery of such expenses, together with any penalty, fine, fee and/or interest, against the person, and the County shall be awarded reasonable attorneys' fees and all expenses and costs the County has incurred including, without limitation, proceedings pursuant to a writ of monition, as permitted under 9 Del. C., Chapter 72. An administrative fee for processing vendor requests and providing vendor services shall be charged for each instance such service is provided as set forth in the appendix to this Chapter. This Section shall not be construed to limit any other actions or remedies at law or equity.
- (3) Voluntary assessment. The Constable may issue a summons to a person the officer has reasonable ground to believe has committed an offense against any County ordinance. Any summons issued by a Constable may provide that, in lieu of appearing in court, the offender may correct the offense(s) and remit a voluntary assessment of up to two hundred dollars (\$200.00) for each offense cited. The summons may provide that each day such violation continues shall constitute a separate offense.

#### F. Administrative appeal.

- (1) Appeal to the Board of Adjustments and Appeals. Any person aggrieved by any administrative enforcement action taken pursuant to this Chapter, or any person who in good faith claims that the true intent of this Chapter or the rules legally adopted there under have been incorrectly interpreted, the provisions of this Chapter do not fully apply, or an equally good or better form of construction is proposed shall have the right to appeal to the Board of Adjustments and Appeals. The Board shall not have the authority to waive any requirement of this Chapter.
- (2) Time. All appeals shall be filed with the Board of Adjustments and Appeals within twenty (20) days of the date the citation issued by the Constable. A public hearing will then be afforded to the appellant within forty-five (45) days of the filing of the appeal.
- (3) Written decision. The Board of Adjustments and Appeals shall make findings of fact and shall render a decision in writing based upon the record created at the public hearing within twenty (20) days.

- (4) Actions that can be taken. The Board of Adjustments and Appeals may affirm, modify, reverse, vacate, or revoke the action appealed, provided that such action shall be affirmed by the Board if the action was not arbitrary or capricious, or was not taken pursuant to law.
- (5) Stay. If a stay of the action being appealed is desired, a written request must be submitted in writing to the Constable at the Constable's Office. The stay will be granted unless the Constable can demonstrate that the granting of the stay would jeopardize the health, safety or welfare of the public.
- (6) Fee. The fee for filing of an appeal under this Section is set forth in the Appendix to this Chapter. Such fee shall be refunded to the applicant if it prevails on all issues presented to the Board after any right(s) to appeal have expired or have been exhausted.
- (7) Writ of certiorari. An aggrieved party may appeal the decision of the Board of Adjustments and Appeals by filing a petition for a writ of certiorari in the Delaware Superior Court.
- G. Criminal enforcement. Any person violating the provisions of this Code may be subject to a criminal proceeding instituted by the Constable or the County Attorney, or his or her designee. It is unnecessary to prove the defendant's state of mind with regard to offenses which constitute violations as the legislative purpose is to impose strict liability for such offenses.
  - (1) Dismissal of charges. Any person subject to criminal prosecution under this Chapter may avoid the same upon presenting sufficient evidence to establish that the alleged violation has been remedied. At the discretion of the County Attorney, or his or her designee, and if sufficient evidence is presented prior to trial, the County may enter a nolle prosequi with or without prejudice.
  - (2) Criminal proceedings. Justices of the Peace shall have jurisdiction throughout the State to hear, try and finally determine any violation or violations of any ordinance. Only upon conviction shall the defendant have the right to appeal to the Court of Common Pleas.
  - (3) Penalties. Violations of this chapter shall be deemed misdemeanor offenses. The sentence for any person convicted of such a misdemeanor offense shall include the following fines and may include restitution or such other conditions as the court deems appropriate:
    - (a) For the first conviction, the penalty shall be a fine of not less than two hundred fifty dollars (\$250.00) nor more than one thousand dollars (\$1,000.00).
    - (b) For the second conviction for the same offense, the penalty shall be a fine of not less than five hundred dollars (\$500.00), nor more than two thousand five hundred dollars (\$2,500.00).

- (c) For all subsequent convictions for the same offense, the penalty shall be a fine of no less than one thousand dollars (\$1,000.00) nor more than five thousand dollars (\$5,000.00). The unpaid fine amounts may be considered a tax lien and collected in the same manner as other County real estate taxes. "Fines" as used in this section shall also include any civil judgment awarded to the County thereof entered pursuant to 11 Del. C. § 4101 (Payment of fines, costs and restitution upon conviction), 25 Del. C. § 2901 et seq. (Liens of the State and/or its political subdivisions) or 9 Del. C. § 7207 et seq. (Abatement; creation of tax lien).
- (4) Continuing violations. Each day any violation of this Chapter shall continue shall constitute a continuing violation for which a separate conviction may be obtained and a separate penalty for each day shall be imposed, and shall be considered a single conviction for the purposes of § 80-4G.(3).
- H. <u>Civil enforcement. Any person violating the provisions of this Chapter may be subject to a civil proceeding instituted by the County Attorney or his or her designee. The County may apply to the Court of Chancery for injunctive relief against the person, to prevent, restrain, correct, abate, remove, or enjoin any violation of the provisions of this Chapter.</u>
- Abatement of violation. The imposition of the penalties and remedies herein prescribed shall not preclude the Constable or his or designee from instituting the appropriate action to restrain, correct or abate a violation when such person fails to correct the violation after due notice, either actual or constructive, has been given to the person responsible, and where such person has had the opportunity to be heard by the Board of Adjustments and Appeals through a timely filed appeal or court of competent jurisdiction on the issue of the violation.
- J. Reimbursement. Upon completion of any action taken by the County to correct or abate a violation, the violator shall be provided the opportunity to reimburse the County for any costs incurred within thirty (30) days of providing the person responsible written notice thereof. An administrative fee for processing vendor requests and providing vendor services shall be charged for each instance such service is provided as set forth in the appendix to this Chapter.
- K. Remedies. Upon failure to reimburse the County within the time period specified, the County may:
  - (1) Call or collect on any bond or insurance established for this purpose;
  - (2) Place a lien upon the parcel of real property which is the subject of the abatement or after a Notice of Lien is filed on any property within the County which is held by the responsible person. Upon certification of the lien by the Constable's Office, the amount of such lien shall be recorded and collected

- in the same manner as other county real estate taxes and paid to New Castle County when collected. There shall be a right to appeal the abatement cost to the Board of Adjustments and Appeals; or
- (3) Institute a civil action for the recovery of such expense, together and with any penalty, fine, fee and/or interest, against the person, and the County shall be awarded reasonable attorneys' fees and all expenses and costs the County has incurred including, without limitation, proceedings pursuant to a writ of monition, as permitted under 9 Del. C., Chapter 72. This Section shall not be construed to limit any other actions or remedies at law or equity.
- L. Extensions. Application for an extension of the time frame to correct the violations addressed in the violation notice may be made in writing to the Constable. The Constable is authorized to grant, in writing, one (1) or more extensions of time. The applicant must demonstrate justifiable cause and explain all pertinent surrounding circumstances including reasons for the delay, plans for completion, and what actions the applicant has taken to correct the problem. The Constable may set conditions regarding the time frame to rectify any violation as well as any other conditions such as, but not limited to, those prescribed by a court of law or the Board of Adjustments and Appeals. A fee as set forth in the Appendix to this Chapter shall be charged for each extension.

#### § 80-5 Notices and Orders

- A. Notice to owner or person responsible. Whenever the Constable determines that there has been a violation of this Chapter, or has reasonable grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in § 80-5B.and § 80-5C.to the owner or person responsible for the violation as specified in this Chapter.
- B. Form. Such notice prescribed in § 80-5A. shall be in accordance with all of the following:
  - (1) Be in writing;
  - (2) Include a description of the real estate sufficient for identification;
  - (3) Include a statement of the violation or violations and why the notice is being issued; and
  - (5) <u>Include a directive indicating the time to make the repairs and improvements required to bring the premises into compliance with the provisions of this Chapter.</u>

#### C. Service.

- (1) Method of service. Such notice shall be deemed to be properly served if a copy thereof is:
  - (a) Delivered personally to the owner or person responsible for the property; or
  - (b) Sent by certified or first-class mail addressed to the last known address; or
  - (c) Posting a copy of the notice in a conspicuous place in or about the structure affected by such notice.
- (2) Method of service exception. In no case shall the Constable be required by this Section to provide a violation notice within a twelve (12) month period to any owner or person responsible previously provided notice pursuant to this Section or under any former Code provision where the same Code violation is alleged by the Constable to exist.

Section 5. Chapter 80 of the Sussex County Code is hereby amended by renumbering § 80-5, "Withholding of permits and approvals" to § 80-6, by deleting the bracketed number and inserting the underlined number in its place and stead as follows:

## <u>"§ 80-[5]6"</u>

Section 6. Effective Date. This Ordinance shall become effective upon its adoption.

#### Synopsis

This Ordinance amends Chapter 80 ("Lot Maintenance") of the Sussex County Code by renaming it, "Property Maintenance Code" as well as including the adoption of comprehensive enforcement and penalty procedures with due process protections in accordance with Title 9, Chapter 72 of the Delaware Code all of which substantially advance, and are reasonably and rationally related to, legitimate government interests, including, but not limited to, the protection and preservation of the public health, safety, prosperity, general welfare and quality of life of its citizens. This Ordinance creates enforcement procedures for the Constable's Office to administer Sussex County's Property Maintenance Code.

Deleted text is italicized and in brackets. All new text is underlined.

ORDIN.	ANCE	NO	
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AN ORDINANCE TO AMEND CHAPTER 115, ARTICLE XXV, "SUPPLEMENTARY REGULATIONS", §§ 115-191 THROUGH 115-191.8 OF THE CODE OF SUSSEX COUNTY RELATING TO "PARKING, STORING AND MAINTAINING VEHICLES AND TRAILERS" AND "PROHIBITED ACCUMULATIONS", INCLUDING THE ADOPTION OF ENFORCEMENT AND PENALTY PROVISIONS PURSUANT TO TITLE 9, CHAPTER 72 OF THE DELAWARE CODE.

WHEREAS, Sussex County is charged with protecting the health, safety and welfare of its citizens; and

WHEREAS, on May 6, 2008, Sussex County adopted Chapter 115, Article XXV, "Supplementary Regulations" §§ 115-191 through 115-191.8, pertaining to "Parking, storing and maintaining of vehicles and trailers", "Prohibited accumulations" and the enforcement procedures and penalties for violations thereof; and

WHEREAS, on February 10, 2020, the Delaware legislature passed and the Governor signed into law, Title 9, Chapter 72 of the Delaware Code, entitled, "Sussex County Property Maintenance", which provides a mechanism by which the Sussex County Council is authorized to promulgate Sussex County Code provisions, including civil penalties for enforcement with due process protections; and

WHEREAS, this amendment adopts the violation, enforcement, penalties and appeals procedures set forth in Chapter 80 of the Sussex County Code; and

WHEREAS, the Sussex County Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests, including, but not limited to, the protection and preservation of the public health, safety, prosperity, general welfare and quality of life of its citizens.

NOW THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. Chapter 115 of the Sussex County Code is hereby amended by deleting § 115.191.1, "Enforcement" and § 115-191.2, "Penalties; jurisdiction" in their entirety which is bracketed and italicized as follows:

[§ 115-191.1 Enforcement.

[Added 5-6-2008 by Ord. No. 1968]

A. It shall be the duty of the Director or his designee (which shall include the County Constables) to enforce the provisions of § 115-191. When the Director, or his designee determines that there has been a violation or has grounds to believe that a violation has occurred, notice shall be given to the owner or the person or persons responsible for the violation, in accordance with all of the following requirements:

- (1) Be in writing.
- (2) Include a tax parcel number for the property.
- (3) Include a statement or description and/or photograph of the violation or violations and state why the violation notice is being issued.
- (4) Include a statement of the required corrective action and the time period within which the corrective action must occur to bring the property into compliance, which time period shall be not less than 30 calendar days. In the event the owner of the property or the person responsible for the violation notifies the Director, or his designee, in writing, within the thirty-day corrective period of an intent to correct the violation, the Director or his designee may, at his/her discretion, extend the time for corrective action up to a total period of 60 days from the date the violation notice is served. Further, if the violator signs a written cleanup or remediation plan with the County within the sixty-day period, the Director or his designee shall have the discretion to extend the cleanup or remediation period up to a maximum of six months from the date the violation notice is served. The notice of violation shall be deemed to be properly served if a copy thereof, together with a copy of §§ 115-191 and 115-191.1 through 115-191.8 is:
- (a) Delivered personally;
- (b) Sent by certified or first-class mail addressed to the last known address; or
- (c) If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place on the property affected by such notice and the person posting the notice shall take a photograph of the posted notice.
- (5) If a citizen domiciled in the County signs a written cleanup or remediation plan and can provide bona fide proof that he/she is financially and/or physically incapable of fully complying with the terms and time limits of the plan proposed by the Director, he/she can file a letter of appeal to County Council within 30 days after executing the written cleanup or remediation plan with the Director, asking Council to grant additional time to complete the clean up, to modify the terms of the plan or for assistance in completing it. There shall be no appeal fee and no public hearing required by Council. If the violation notice was sent in response to the complaint of another citizen, the citizen who made the complaint shall be given a minimum of five days' written notice of the date when Council will consider the appeal and will be allowed to address Council concerning the substance of the appeal request. When Council considers the request, the burden shall be upon the requesting owner to satisfy Council that a financial and/or physical hardship or timing issue exists which prevents or limits his/her ability to comply with the cleanup plan. If that burden is met, the options available to Council are:
- (a) To modify the plan or to extend the time for clean up completion and/or to impose a phasing plan requiring the owner to achieve meaningful incremental progress and to specify the date or circumstances under which such a phasing plan would be revoked if the owner fails to make substantial progress toward completion.

- (b) To advise the owner of any available sources of assistance that may be available to help him/her complete the clean up.
- (c) To grant such other and further relief as Council may consider appropriate under the circumstances.

## § 115-191.2 Penalties; jurisdiction.

Any person who shall violate a provision of § 115-191 or any of its subsections and/or fails to comply with any notice of correction served in accordance with § 115-191.1 above shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$250 nor more than \$500 for the first conviction; not less than \$500 nor more than \$750 for the second conviction; and not less than \$750 nor more than \$1,000 for the third conviction; and for the fourth and any subsequent conviction of the same violation that has still not been corrected, the minimum fine for such conviction shall be not less than \$2,500. The minimum fines specified herein for the second through fourth convictions shall not be suspended. Upon conviction of a first violation of this chapter, the court may order the defendant to correct the violation by a certain date, not to exceed 30 days from the date of the conviction. Proof of guilt of a violation hereof may be proven through the testimony of a witness who has observed the violation and/or one or more photographs which document and depict the violation. Jurisdiction over the enforcement of §§ 115-191, 115-191.1 and 191.2 shall be in the Justice of the Peace Courts of the State of Delaware.

A. In addition to prosecuting a violator in the Justice of the Peace Courts, the prosecuting County employee is, but is not required, to institute appropriate proceedings at law or in equity to restrain, correct, abate or enjoin a violation or to require the removal of the offending condition at the expense of the person who is found to be in violation of these provisions. If the County prevails, the Court shall order the violator to pay the County's reasonable attorney's fees and costs of the action.]

Section 2. Chapter 115 of the Sussex County Code is hereby amended by renumbering § 115.191.4, "Prohibited accumulations" to 115-191.1, by deleting the bracketed number and inserting the underlined number in its place and stead and further amended by inserting the underlined language in subparagraph A as follows:

## § 115-191.[4]1 Prohibited accumulations.

The purpose of this section is to prevent the accumulation of <u>refuse</u>, rubbish, trash, <u>inoperable appliances</u>, <u>tires</u> or waste material so as to create an unsightly condition and/or a nuisance detrimental to the use or value of adjoining properties and/or to create a potential fire or safety hazard that could endanger the safety of the owner, possessor or other persons. <u>To the extent the accumulation of tires is not within the exclusive jurisdiction of the State of Delaware and the Delaware Department of Natural Resources and Environmental Control, the accumulation of tires shall be governed hereunder. In that regard:</u>

- A. No person, being the owner or possessor of improved or unimproved lands or premises that are not used for bona fide agricultural purposes <u>as hereinafter defined in § 115-191.4</u> shall permit refuse, rubbish, trash, inoperable appliances, <u>tires</u> or other waste material to be placed or to accumulate upon such lands or premises. Tire accumulations in excess of 20 tires shall be considered a violation.
- Section 3. Chapter 115 of the Sussex County Code is hereby amended by renumbering § 115.191.6, "Deposit of waste materials on premises outside of commercial establishments" to 115-191.2, by deleting the bracketed number and inserting the underlined number in its place and stead, and further amended by inserting the underlined language in subparagraph A as follows:

§ 115-191.[6]2

- A. No refuse, rubbish, trash, inoperable appliances, tires or other waste materials shall be deposited by any person on land or improved premises outside of any commercial establishment, except that such refuse, rubbish, trash, inoperable appliances, tires or other waste material shall be placed in a metal or heavy-duty rigid plastic container having a secure lid that will prevent the spillage of the contents or the opening of the container and spreading of the contents by animals or rodents. The owner or possessor of such commercial establishment, any officer of a corporation or other entity being the owner or possessor of such land or improved premises or commercial establishment and any agent having the management thereof whose employee or agent violates the provisions of this section shall be deemed to be in violation of the provisions of this Code.
- Section 4. Chapter 115 of the Sussex County Code is hereby amended by renumbering § 115.191.3, "Exemptions" to § 115.191.4, by deleting the bracketed number and inserting the underlined number in its place and stead, and is further amended by deleting the bracketed language and inserting the underlined language as follows:

§ 115-191.[3]4 Exemptions.

Section 115-191.3 shall not apply to:

- A. An antique car, as defined by Title 21, Delaware Code, § 2196, or parts for an antique car, provided the antique car or parts thereof are housed in a building consisting of four sides and a roof, the construction of which was approved by the County and said car is not visible from any location on the street, road or highway that is closest to the property or from an adjoining property.
- [B. A dwelling which is part of and located on a tract of land of five acres or more that is primarily used for bona fide agricultural purposes.]
- [C]B. Vehicles, boats or other watercraft which are not required to be licensed and registered pursuant to Delaware law.

- C. Properties, buildings, or structures located within any incorporated city or town in Sussex County unless the responsibility for the local code enforcement has been duly transferred to Sussex County.
- D. Land deemed to be actively devoted to agricultural, horticultural, or forestry as defined in 9 Del. C. § 8333.
  - E. Any structure that is not subject to regulation pursuant to 9 Del. C. § 6902(b).
  - F. State Parks and Wildlife Areas.

Section 5. Chapter 115 of the Sussex County Code is hereby amended by inserting a new § 115.191.3, "Violations, enforcement procedure, penalties and appeals" which is underlined as follows:

§ 115.191.3 Violations, enforcement procedure, penalties and appeals.

Sussex County Code §§ 80-2 through 80-5 of the Property Maintenance Code shall govern the procedure for violations, enforcement, penalties and appeals of §191 and each subsection thereunder.

Section 6. Chapter 115 of the Sussex County Code is hereby amended by deleting § 115.191.5, "Removal by County; recovery of County expenses" in its entirety which is bracketed and italicized as follows:

[§ 115-191.5 Removal by County; recovery of County expenses.

[Added 5-6-2008 by Ord. No. 1968]

- A. If, within 10 days after due notice by the Director of Planning and Zoning or his designee to the owner or possessor of land or improved premises, refuse, rubbish, trash or other waste materials in violation of this section are not removed, the Director or his designee may contract with a third party subcontractor who will cause such weeds, grasses, refuse, rubbish, trash or other waste materials to be removed and may incur any expense in the removal thereof.
- B. Any expense of removal incurred by the Director or his designee shall be paid by the owner or possessor of the land or improved premises within 15 days after notice thereof given in compliance with the provisions of § 115-191.1A(1) through (3). If such amount is not paid within such time period, such amount, together with a penalty of 10% of such expense and interest on such expenses at 10% per annum, shall be assessed against the land or improved premises and shall, until paid, constitute a lien against such land or improved premises in favor of the County on the filing in the Office of the Recorder of Deeds by the Director of Finance of a certificate of lien setting forth the amount of such expense, including all penalties and interest accrued thereon and the per diem rate of increase in interest thereafter.
- C. In addition to any other remedy, the County may file and maintain a civil action for the recovery of such expense of removal and the penalty and interest accrued against

the owner or possessor and shall be awarded reasonable attorney's fees and costs of the action by any court having proper jurisdiction over the subject matter.

D. No civil liability shall attach to any act of any contractor or County employee engaged in carrying out the provisions of this section or any of its subsections.]

Section 7. Chapter 115 of the Sussex County Code is hereby amended by deleting § 115.191.7, "Violations and penalties" in its entirety which is bracketed and italicized as follows:

[§ 115-191.7 Violations and penalties.

[Added 5-6-2008 by Ord. No. 1968]

Violations and penalties of the above referenced sections dealing with prohibited accumulations and/or the deposit of waste materials shall be assessed in accordance with the penalties contained in § 115-191.2 hereof.]

Section 8. Chapter 115 of the Sussex County Code is hereby amended by renumbering § 115.191.8, "Withholding of permits and approvals" to 115-191.5, by deleting the bracketed number and inserting the underlined number in its place and stead as follows:

§ 115-191.[8]<u>5</u>

Section 9. Effective Date. This Ordinance shall become effective upon its adoption.

## Synopsis

This Ordinance amends Chapter 115, Article XXV, §§ 115-191 through 115-191.8 ("Supplementary Regulations") of the Sussex County Code by adopting the comprehensive enforcement and penalty procedures with due process protections in accordance with Title 9, Chapter 72 of the Delaware Code and Chapter 80 of the Sussex County Code, all of which substantially advance, and are reasonably and rationally related to, legitimate government interests, including, but not limited to, the protection and preservation of the public health, safety, prosperity, general welfare and quality of life of its citizens.

Deleted text is italicized and in brackets. All new text is underlined.

§ 115-191 Parking, storing and maintaining of vehicles and trailers.

On lands which are zoned and used for owner-occupied single-family purposes, the following requirements shall exist with respect to the parking, storing or maintaining of automotive vehicles of any type, including, but not limited to, cars, trucks, vans, motor homes, recreational vehicles and trailers designed and/or built to be towed behind an automotive vehicle and which are all hereafter collectively referred to as "vehicles" and with respect to the storing or maintaining of boats and other watercraft on the ground, a cradle or on a trailer, and as to all of which, the following requirements shall apply and be complied with:

- A. The purpose of this section is to eliminate the parking, storing or maintaining of those vehicles, boats and watercraft that are in violation of Subsections B and C, which tend to interfere with the enjoyment of, and/or reduce the value of private property, invite plundering, create visually unsightly conditions, create fire and/or pollution hazards and/or other safety and/or health hazards, to interfere with the well being of the public and/or to create, extend and/or aggravate blight.
- B. No more than a total of two automotive vehicles, boats or other watercraft, which are either inoperable, dismantled, wrecked, or which display registration plates (as to vehicles for which they are required under state law) and/or registration stickers (as to boats or watercraft for which they are required under state law) which are at least 30 days expired or which do not display a required current registration plate or sticker, or display a plate or sticker not validly issued to that vehicle, boat or other watercraft, or from which major components have been removed, or which are in such a state of obvious disrepair as to be incapable, without repair, of being operated in the manner for which they are designed, shall be situated on any residentially zoned property other than in a completely enclosed garage or other permitted accessory structure located on the same lot or tax parcel the dwelling is located on.
- C. No vehicle and/or boat or other watercraft, shall be situated on any residentially zoned property that is vacant and not improved with a dwelling for which a certificate of compliance has been issued pursuant to § 115-223A.

#### § 115-191.1 Prohibited accumulations.

The purpose of this section is to prevent the accumulation of refuse, rubbish, trash, inoperable appliances, tires or waste material so as to create an unsightly condition and/or a nuisance detrimental to the use or value of adjoining properties and/or to create a potential fire or safety hazard that could endanger the safety of the owner, possessor

or other persons. To the extent the accumulation of tires is not within the exclusive jurisdiction of the State of Delaware and the Delaware Department of Natural Resources and Environmental Control, the accumulation of tires shall be governed hereunder. In that regard:

- A. No person, being the owner or possessor of improved or unimproved lands or premises that are not used for bona fide agricultural purposes as hereinafter defined in § 115-191.4 shall permit refuse, rubbish, trash, inoperable appliances, tires or other waste material to be placed or to accumulate upon such lands or premises. Tire accumulations in excess of 20 tires shall be considered a violation.
- B. For the purposes of this section:
- (1) "Waste material" does not include materials accumulated in an orderly fashion for useful purposes, such as firewood, compost piles and building materials in good condition, topsoil and earth fill, except that the accumulation of such material in a haphazard, disorderly or unsightly fashion shall be prima facie evidence of waste and/or a nuisance and/or a detriment to the use and/or value of adjoining property and/or to the health and/or safety of other persons or themselves.
- § 115-191.2 Deposit of waste materials on premises outside of commercial establishments.
  - A. No refuse, rubbish, trash, inoperable appliances, tires or other waste materials shall be deposited by any person on land or improved premises outside of any commercial establishment, except that such refuse, rubbish, trash, inoperable appliances, tires or other waste material shall be placed in a metal or heavy-duty rigid plastic container having a secure lid that will prevent the spillage of the contents or the opening of the container and spreading of the contents by animals or rodents. The owner or possessor of such commercial establishment, any officer of a corporation or other entity being the owner or possessor of such land or improved premises or commercial establishment and any agent having the management thereof whose employee or agent violates the provisions of this section shall be deemed to be in violation of the provisions of this Code.
  - B. The County, in addition to other remedies provided by County law, may apply to the Court of Chancery for injunctive relief against the owner or possessor of such land or improved premises to prevent, enjoin or abate any continuing violation of the provisions of § 115-191 or any of its subsections and shall be awarded reasonable attorney's fees and costs of the action.

§ 115.191.3 Violations, enforcement procedure, penalties and appeals.

Sussex County Code §§ 80-2 through 80-5 of the Property Maintenance Code shall govern the procedure for violations, enforcement, penalties and appeals of §191 and each subsection thereunder.

## § 115-191.4 Exemptions.

Section 115-191.3 shall not apply to:

- A. An antique car, as defined by Title 21, Delaware Code, § 2196, or parts for an antique car, provided the antique car or parts thereof are housed in a building consisting of four sides and a roof, the construction of which was approved by the County and said car is not visible from any location on the street, road or highway that is closest to the property or from an adjoining property.
- B. Vehicles, boats or other watercraft which are not required to be licensed and registered pursuant to Delaware law.
- C. Properties, buildings, or structures located within any incorporated city or town in Sussex County unless the responsibility for the local code enforcement has been duly transferred to Sussex County.
- D. Land deemed to be actively devoted to agricultural, horticultural, or forestry as defined in 9 Del. C. § 8333.
- E. Any structure that is not subject to regulation pursuant to 9 Del. C. § 6902(b).
- F. State Parks and Wildlife Areas.

## § 115-191.5 Withholding of permits and approvals.

No County license, building permit, building code approval or the approval of a subdivision, rezoning, conditional use, variance, special exception or other form of County approval shall be issued by any County employee for properties found to be in violation of these requirements until such time as the Director determines that all violations have been corrected and that all penalties, fines, attorney's fees and costs imposed as a result of a violation of § 115-191 or any of its subsections have been paid in full to the County.

AN ORDINANCE TO AMEND CHAPTER 52 OF THE CODE OF SUSSEX COUNTY GRANTING THE BOARD OF ADJUSTMENTS AND APPEAL AUTHORITY TO HEAR APPEALS OF VIOLATIONS UNDER CHAPTER 80 ("PROPERTY MAINTENANCE CODE") AND CHAPTER 115 ("ZONING"), ARTICLE XXV ("SUPPLEMENTARY REGULATIONS"), §115-191 AND ITS SUBSECTIONS PERTAINING TO VEHICLES AND TRAILERS AND PROHIBITED ACCUMULATIONS.

WHEREAS, on February 10, 2020, the Delaware legislature passed and the Governor signed into law, Title 9, Chapter 72 of the Delaware Code, entitled, "Sussex County Property Maintenance", which provides a mechanism by which the Sussex County Council is authorized to promulgate Sussex County Code provisions, including the procedures for appeals from a violation decision;

WHEREAS, through the adoption of Ordinance \_\_\_\_ which amends Sussex County Code Chapter 80, the Sussex County Council created violation, enforcement, penalties and appeals procedures with due process protections for violations of the Chapter 80 ("Property Maintenance Code"); and

WHEREAS, through the adoption of Ordinance \_\_\_\_ which amends Chapter 115, Article XXV ("Supplementary Regulations"), § 115-191 and its subsections pertaining to vehicles and trailers and prohibited accumulations, the violation, enforcement, penalties and appeals procedures with due process protections for violations set forth in Chapter 80 govern violations under § 115-191 and its subsections; and

WHEREAS, Title 9, Chapter 72 mandates that the Sussex County Council appoint an administrative tribunal "for the purpose of hearing violations of any ordinance, rule, or regulation enacted pursuant to this Chapter": and

WHEREAS, the Sussex County Council has determined that the Board of Adjustments and Appeals is the proper administrative tribunal to hear these matters; and

WHEREAS, the Sussex County Council deems it necessary to amend Chapter 52 to grant the Board of Adjustment and Appeal the authority to hear appeals from the Constable's decision on such violations.

## NOW THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. Chapter 52, § 52-30, "Board of Adjustments and Appeals", of the Sussex County Code is hereby amended by inserting the underlined language and deleting the bracketed and italicized language as follows:

E. Procedure. Except as otherwise provided in § 80-4G. pertaining to appeals from Constable's decisions, [T] the Board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this [c]Code. The

Board shall meet as necessary, as determined by the Chairman. In any event, the Board shall meet within 15 days after notice of appeal has been received or may meet on a date agreeable to the Board and the appellant. The Board shall also review any proposed changes in this [c]Code and make recommendations to the County Council.

Section 2. Chapter 52, § 52-31, "Appeals", of the Sussex County Code is hereby amended by inserting the underlined language as follows:

§ 52-31 Appeals.

- A. Appeals from decision of Building Official. Whenever the Building Official shall reject or refuse to approve the mode or manner of construction proposed to be followed or materials to be used in the erection or alteration of a building or structure or when it is claimed that the provisions of this Code do not apply or that an equally good or more desirable form of construction can be employed in any specific case or whether it is claimed that the true intent and meaning of this Code or any of the regulations thereunder have been misconstrued or wrongly interpreted, the owner of such building or structure or his duly authorized agent may appeal from the decision of the Building Official to the Board of Adjustments and Appeals. Notice of appeal shall be in writing and filed within 90 days after the decision is rendered by the Building Official. A fee of \$600 shall accompany such notice of appeal. [Amended 6-27-2006 by Ord. No. 1855]
- B. Shorter appeal period for unsafe structure. In case of a building or structure which, in the opinion of the Building Official, is unsafe or dangerous, the Building Official may, in his order, limit the time for such appeal to a shorter period. Appeals hereunder shall be on forms provided by the Building Official. E. Procedure. The Board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code. The Board shall meet as necessary, as determined by the Chairman. In any event, the Board shall meet within 15 days after notice of appeal has been received or may meet on a date agreeable to the Board and the appellant. The Board shall also review any proposed changes in this code and make recommendations to the County Council.
- C. Appeals from decisions of Constable. As set forth in Chapter 80, §80-4G., "Administrative appeal," the Board of Adjustments and Appeals shall have the authority to hear appeals from Constable decisions that a violation has occurred under Chapter 80 and Chapter 115, §191 and its subsections. Section 80-4G. shall govern the appeal procedure. In accordance with §80-4G.(2), all appeals shall be filed within twenty (20) days of the Constable's written decision.

Section 3. Chapter 52, § 52-32, "Variances and modifications", of the Sussex County Code is hereby amended by inserting the underlined language as follows:

§ 52-32 Variances and modifications.

- C. The Board of Adjustments and Appeals, when so appealed to and after a hearing, may vary the application of any provision of this code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this [c]Code or public interest or when, in its opinion, the interpretation of the Building Official or the Constable, as the case may be, should be modified or reversed.
- B. A decision of the Board of Adjustments and Appeals to vary the application of any provision of this code or to modify an order of the Building Official or Constable, as the case may be, shall specify in what manner such variation or modification is made, the conditions upon which it is made and the reasons therefor.

Section 4. Chapter 52, § 52-33., "Decisions of Board of Adjustments and Appeals", of the Sussex County Code is hereby amended by inserting the underlined language therein as follows:

§ 52-33 Decisions of Board of Adjustments and Appeals.

Every decision of the Board of Adjustments and Appeals shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity. It shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the office of the Building Official or the Constable, as the case may be, and shall be open to public inspection. A certified copy shall be sent by mail or otherwise to the appellant, and a copy shall be kept publicly posted in the office of the Building Official for two weeks after filing for appeals from the Building Official's decisions.

Section 5. Effective Date. This Ordinance shall become effective upon its adoption.

## **Synopsis**

Pursuant to 9 *Del. C.* § 7201, this Ordinance amends Chapter 52, Article I. of the Sussex County Code by granting the Board of Adjustments and Appeals the authority to hear appeals from Constable decisions for violations under Chapter 80 and Chapter 115, § 115-191 and its subsections, and the procedures therefor as set forth in § 80-4G.

Deleted text is italicized and in brackets. All new text is underlined.



# SUSSEX COUNTY GOVERNMENT

# **GRANT APPLICATION**

	SECTION 1 APPLICANT INFO	ORMATION		
ORGANIZATION NAME:	Harry K Foundation			
PROJECT NAME:	Halt Hunger Program			
FEDERAL TAX ID:	16-2934019	NON-PROF	FIT: YES NO	
DOES YOUR ORGANIZATI	ON OR ITS PARENT ORGANIZATIO	ON HAVE A RELIGIOU	S AFFILIATION?	
	YES ■ NO *IF YES, FIL	L OUT SECTION 3B.		
ORGANIZATION'S MISSION: The mission of the Harry K Foundation is to bring an end to hunger and food insecurity among underprivileged children and their families in Sussex County.  ADDRESS:  313 S. Boardwalk				
	Rehoboth Beach	DE	19971	
	(CITY)	(STATE)	(ZIP)	
CONTACT PERSON:	Laura Glascoe			
TITLE:	Executive Director			
PHONE:	302-945-3324 <sub>EMAIL:</sub> La	aura3173@gm	ail.com	

TOTAL FUNDING REQUEST: \$5,000	ageneraty A
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?	\$2,500
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? 33

#### **SECTION 2: PROGRAM DESCRIPTION** PROGRAM CATEGORY (choose all that apply) Fair Housing Health and Human Services Cultural Infrastructure<sup>1</sup> Other Educational BENEFICIARY CATEGORY Homeless Disability & Special Needs Victims of Domestic Violence Low to Moderate Income<sup>2</sup> ■ Youth **Elderly Persons** Minority Other **BENEFICIARY NUMBER** Approximately the total number of Sussex County Beneficiaries served annually by this program: 4,000

### **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.

In order to fulfill our mission to end child hunger in Sussex County and the State of Delaware, the Harry K Foundation has established 46 food pantries in Delaware public schools and provides 700 food backpacks to children to take home to their families over every weekend of the school year. In the summer months, the Foundation provides food for these children and family members at 12 Grab and Go locations throughout Sussex County, nearby to the homes of the children who attend our public schools, so that they are able to have food during the summer months when the schools are closed.

During the COVID-19 period with school pantries closed, the Harry K Foundation has had to establish food pantries in several new Grab and Go sites in the county. These sites are located in the Rehoboth, Lincoln and Milford areas. With the schools not opening until the fall, these additional food distribution sites will remain open during the summer months and until schools reopen. Over 175 youth and family members are being fed at these locations. Food is delivered three times a week, and on the last delivery date of the week, Thursday, we provide enough food to carry families through the weekend.

It will cost the Harry K Foundation \$15,000 to keep these food distribution sites open during the summer of 2020. We are requesting a grant of \$5,000 from the Sussex County Council to support the program, which will provide the funds for one feeding site for the whole summer. The Foundation is approaching other funders to provide funds to cover the entire project budget.

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)	\$10,000
TOTAL REVENUES	10,000.00
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)	
Delivery Costs (Driver and vehicle) for three Grab and Go sites	-\$ 6,500.00
Food Purchase: \$1,800 per site X 3 sites	-\$ 5,400.00
Distribution Staff Costs for three Grab and Go sites	-\$ 3,100.00
	,
TOTAL EXPENDITURES	-\$ 15,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 5,000.00

#### **SECTION 5: STATEMENT OF ASSURANCES**

If this grant application is awarded funding, the Harry K	Foundation agrees that	t:
	me of Organization)	

- 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.
- All documents submitted by the applicant are defined as public documents and available for 6) review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- In the event that the awarded funding is used in violation of the requirements of this grant, 8) the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

Laura Glascoe	5/21/20
Applicant/Authorized Official Signature	Date
Mary Lou Tistz	5/21/20
Witness Signature	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

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, 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.

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 funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

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.

Laura Glascoe	Executive Director
Applicant/Authorized Official Signature	Title
Mary Lou Tistz	5/21/20
Witness Signature	Date

I.G 5/22/2020



# SUSSEX COUNTY GOVERNMENT

# **GRANT APPLICATION**

Action of the second section of the second	SECTION 1 APPLIC	CANT INFORMATION		
ORGANIZATION NAME:	Partnership for	the Delaware Estuary		
PROJECT NAME:	Mispillion and Cedar	Creek Watershed Ecotourism Inves	tment Strategy	
	51-0375307	NON-PROFIT:	■ YES NO	
DOES YOUR ORGANIZAT	ION OR ITS PARENT O	RGANIZATION HAVE A RELIGIOUS AFF	ILIATION?	
	YES NO	*IF YES, FILL OUT SECTION 3B.		
ORGANIZATION'S MISSI		relaware Estuary (PDE), host of the Delaware Estuar porative efforts to improve the tidal Delaware River ar		
	Communities League (RA the State of Delaware to	nistrative and fiscal host of the Delaware Resilient and ASCL), whose mission is to accelerate the capacity oundertake the necessary steps to become sustainable	f all communities in	
ADDRESS:	110 S. Popla	r Street		
	Suite 202		· ·	
-	Wilmington	DE	19801	
	(CITY)	(STATE)	(ZIP)	
CONTACT PERSON:	Kate Hutelm	yer		
TITLE:	Collaborative	Collaborative Programs Manager		
PHONE:	3026554990	EMAIL: khutelmyer@delaware	estuary.org	

	TOTAL FUNDING REQUEST: \$3500	
	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?	N/A
	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
Control of the street of the s	If YES, approximately what percentage of the project's funding does the Council grant	represent? 2%

#### SECTION 2: PROGRAM DESCRIPTION PROGRAM CATEGORY (choose all that apply) Health and Human Services Cultural Fair Housing Other Ecotourism Infrastructure1 Educational BENEFICIARY CATEGORY Disability & Special Needs Victims of Domestic Violence Homeless Low to Moderate Income<sup>2</sup> Youth **Elderly Persons** Other General public - Mildford/Slaughter Beach residents Minority **BENEFICIARY NUMBER** Approximately the total number of Sussex County Beneficiaries served annually by this program: 11,500

### **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.

Funds will go towards the development of an "ecotourism investment strategy" for the Mispillion and Cedar Creek Watersheds, which includes the Town of Slaughter Beach and the City of Milford. Importantly, this area is located between Bombay Hook and Prime Hook National Wildlife Refuges and is an internationally recognized flyway for migrating birds, including the threatened red knot species. Likewise, the small community of Slaughter Beach is a designated Horseshoe Crab Sanctuary and one of the highest horseshoe crab spawning areas in the world. Its residents are actively engaged in stewardship, earning the town a Community Wildlife Habitat certification by the National Wildlife Federation. Milford's rich history of shipbuilding and its identity is tied to the Mispillion River, the only river that begins and ends in Delaware. Both communities involved in this project are highly vulnerable to flooding from storms and sea level rise. Slaughter Beach, in particular, has a majority of older residents and is bounded by agricultural land that is in danger of being lost to development and sea level rise. To date, there has been a lack of comprehensive planning that incorporates environmental valuation data for these communities. Without this kind of analysis, expanding development could threaten or stifle the local ecotourism industry and the natural resources upon which it depends.

A project team led by the Resilient and Sustainable Communities League (RASCL) and University of Delaware Sea Grant will oversee a conditions assessment and economic valuation of the natural resources in the area, producing a "Return on Environment" valuation. These analyses, along with stakeholder and partner feedback, will guide future investment strategies for local ecotourism. The intent is to identify investments that nurture ecotourism growth in and around these towns, benefiting the local economy, as well as result in the preservation or restoration of open space and natural resources such as wildlife habitat and marshlands.

Other partners of this project include the Partnership for the Delaware Estuary, Town of Slaughter Beach, Delaware Nature Society, University of Maryland Environmental Center, and DNREC. The team is currently in discussions with the City of Milford about joining the project. The partners are applying for federal grant funds through the National Fish and Wildlife Foundation to carry out the project and County funds will serve as required match dollars. If, in the event the grant is not obtained, the partners have committed to carrying out the economic assessment portion of the project using these funds and partner in-kind and cash support. The team is currently in discussions with the Pew Charitable Trusts and an investment analysis firm called Quantified Ventures to supplement funds.

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)	Revenue amount pending grant awards from Pew Charitable Trust & NFWF
TOTAL REVENUES	145,400.00
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)	
Economic Analysis & Resource Mapping	-\$ 53,500.00
Personnel	-\$ 26,500.00
Travel & Supplies	-\$ 5,250.00
RASCL Partner Subcontracts	-\$ 23,650.00
Strategy Development Contractor	-\$ 40,000.00
TOTAL EXPENDITURES	-\$ 148,900.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 3,500.00

#### **SECTION 5: STATEMENT OF ASSURANCES**

If this grant application is awarded funding, the Partnership for the Delaware Estuary agrees that: (Name of Organization)

- 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.
- 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.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 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 Signature

Witness Signature

22/2020

Date

5/22/2020

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

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, 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.

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 funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

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.

Executive Directors
Title
5/22/2020

LG 5/22/2020



# SUSSEX COUNTY GOVERNMENT

# GRANT APPLICATION

	SECTION 1 APPLICANT I	INFORMATI	ON	
ORGANIZATION NAME	Georgetown Histo	orical So	ciety	THE PROPERTY OF THE PROPERTY O
PROJECT NAME:	Carriage buildings	Salatata 1974 see 1974 boo earrang an inaqua,	enterior de la company de la c	on the end this comments for the state of th
FEDERAL TAX ID:	51-0255141	المستوسعة والمجاورة والمراودة والمراودة والمراودة والمراودة والمراودة والمراودة والمراودة والمراودة والمراودة	NON-PROFIT:	YES NO
DOES YOUR ORGANIZA	TION OR ITS PARENT ORGANIZ	CATION HAVE A	A RELIGIOUS A	FFILIATION?
	☐YES ■NO *IFYES	, FILL OUT SEC	CTION 3B.	
ORGANIZATION'S MISS	ION: To preserve, protect and County and Delaware.	display the his	story of George	etown, Sussex
•			10 (10 (10 (10 (10 (10 (10 (10 (10 (10 (	
ADDRESS:	510 S. Bedford	Street	chier many machaniste transport finales of trades of the little depth of the little de	
ζί				en e
	Georgetown	De	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	19947
	(CITY)	(STATE	)	(ZIP)
CONTACT PERSON:	Rosalie B Walls	3		5 6
TITLE:	Director	arafetiaki inda menerek dial minusuk anak menereka d	१९ कर ४८ हर १४ वट रहेने व १८ को ओओ हो स्थान के हिंदी के केवा स्थानित है जिसे हैं	१८८-प्रत्यास्त्रास्त्रास्त्रास्त्रास्त्रास्त्रास्त्रास्त्रास्त्रास्त्रास्त्रास्त्रास्त्रास्त्रास्त्रास्त्रास्त
	302-855-9660 EMAI	, marve <b>i</b> mu	seum@gma	il.com
PHONE:	не сополня положения с соли постоя и положения в EMAII	Lie hermonistations and account to the second		handradd glangraddin gallennaungu Andreway 1993 Denneyt (green federa
	TOTAL FUNDING REQUES	T: 21,000		error
Has your organization rethe last year?	eceived other grant funds from	Sussex County	Government in	YES NO
If YES, how much was re	ceived in the last 12 months?		in the second of	10,000
If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for?				
Are you seeking other so	urces of funding other than Suss	sex County Cou	ıncil?	YES NO
If VES annrovimately wi			i výsta v	4.25.25.1 <b>6.16.</b>
ii iib, approximacely wi	nat percentage of the project's f	unding does th	ie Council gran	t represent? 6.9

	OGRAM CATEGORY (choose all tha	t apply)		
Fair Housing Infrastructure <sup>1</sup>	Health and Human Services  Other historical		Cultural	
[ ] IIIII asti uctul e-	THE OTHER PROPERTY OF THE PROP		A SEE	
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	BENEFICIARY CATEGORY			
Disability & Special Needs	Victims of Domestic Violence		Homeless	
Elderly Persons	Low to Moderate Income <sup>2</sup> Other		Youth	
Minority	Utner	danum avand avand känner di bedade 🖽 b		
	BENEFICIARY NUMBER			
Approximately the total num	nher of Sussex County Beneficiaries s	erved ar	mually by this p	rogra
	200,000	د د الاسأن		:
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the need or problem to be benefit. We request funding to co carriage building to hous		E sted. The cion to be nd to rep nas rece	narrative shoul e served or the a	ırea t kistin
the need or problem to be benefit. We request funding to co carriage building to hous	SECTION 3: PROGRAM SCOP cam for which funds are being reques e addressed in relation to the populat complete the new carriage building an e the "Western Auto Museum" that h	E sted. The cion to be nd to rep nas rece	narrative shoul e served or the a	irea t kisting
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the need or problem to be benefit. We request funding to co carriage building to hous	SECTION 3: PROGRAM SCOP cam for which funds are being reques e addressed in relation to the populat complete the new carriage building an e the "Western Auto Museum" that h	E sted. The cion to be nd to rep nas rece	narrative shoul e served or the a	area t disting ted to
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the need or problem to be benefit. We request funding to co carriage building to hous	SECTION 3: PROGRAM SCOP cam for which funds are being reques e addressed in relation to the populat complete the new carriage building an e the "Western Auto Museum" that h	E ited. The ited to be nd to rep nas rece ryland.	narrative shoul e served or the a courpose the ex ntly been dona	rea to
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the need or problem to be benefit. We request funding to co carriage building to hous	SECTION 3: PROGRAM SCOP cam for which funds are being reques e addressed in relation to the populat complete the new carriage building an e the "Western Auto Museum" that h	Etted. The cion to be not to repeat the received and the	narrative shoul e served or the a courpose the ex intly been dona	rea t
the need or problem to be benefit. We request funding to co carriage building to hous	SECTION 3: PROGRAM SCOP cam for which funds are being reques e addressed in relation to the populat complete the new carriage building an e the "Western Auto Museum" that h	Eted. The ion to be not to repeat received.	narrative shoule served or the a	area t disting ted to
the need or problem to be benefit. We request funding to co carriage building to hous	SECTION 3: PROGRAM SCOP cam for which funds are being reques e addressed in relation to the populat complete the new carriage building an e the "Western Auto Museum" that h	Eted. The ion to be not to repeat received.	narrative shoule served or the a	rea t

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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.

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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	2	275,000.00
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)	-\$ 3	305,000.00
		:
		-0.00
TOTAL EXPENDITURES	-\$ 3	05,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$	30,000.00

#### SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Georgetown Historical Society agrees that:

(Name of Organization)

- 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 0.00 occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be one 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.

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## 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.
- All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 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 Signature

Witness Signature

1/14/2020

14/2020

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Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government

Attention: Gina Jennings

PO Box 589

Georgetown, DE 19947

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

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, 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.

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 with but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

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 Signature

Witness Signature

Director

thought outly

Title

5/14/2020

Date