



Sussex County Council Public/Media Packet

**MEETING:
March 9, 2021**

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**Sussex County Council
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COUNTY COUNCIL

MICHAEL H. VINCENT, PRESIDENT
JOHN L. RIELEY, VICE PRESIDENT
CYNTHIA C. GREEN
DOUGLAS B. HUDSON
MARK G. SCHAEFFER



Sussex County

DELAWARE
sussexcountyde.gov
(302) 855-7743

SUSSEX COUNTY COUNCIL

A G E N D A

MARCH 9, 2021

10:00 A.M.

PLEASE REVIEW MEETING INSTRUCTIONS AT THE BOTTOM OF THE AGENDA

Call to Order

Approval of Agenda

Approval of Minutes – March 2, 2021

Reading of Correspondence

Public Comments

Consent Agenda

1. Use of Existing Wastewater Infrastructure Agreement, IUA-1114
Riverside Plaza Project, Oak Orchard Area
2. Use of Existing Wastewater Infrastructure Agreement, IUA-CZ870
Tanger Seaside (Microtel) Project, West Rehoboth Area
3. Use of Existing Wastewater Infrastructure Agreement, IUA-10-10-158
Agave Tequila Bar & Restaurant, West Rehoboth Area
4. Use of Existing Wastewater Infrastructure Agreement, IUA-1124-Revised
Chase Oaks Project, Angola North Area

Presentation – Michael Franklin, CEO, Atlantic General Hospital

Todd Lawson, County Administrator

1. Administrator's Report



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

Gina Jennings, Finance Director

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

10:30 Public Hearing

“AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2021 TO INCORPORATE ADDITIONAL REALTY TRANSFER TAX REVENUE AND ALLOWABLE EXPENDITURES”

Gina Jennings, Finance Director

1. Consideration and approval of Delaware Community Foundation Agreement for a Sussex County Ambulance Fund

Hans Medlarz, County Engineer

1. Western Sussex Transmission Facilities
 - A. Contract 4, Project S19-28, Change Order No. 4
 - B. Contract 6, Project S20-35, Close-out
2. South Coastal RWF Treatment Process Upgrade No. 3 & Rehoboth Beach WTP Capital Improvement Program, Phase 2
 - A. General Construction, Project C19-11, Change Order No. 8

John Ashman, Director of Utility Planning and Design

1. Request to prepare and post notices for the Woodlands II Annexation of the Miller Creek Area of the Sussex County Unified Sanitary Sewer District

Grant Requests

1. West Rehoboth Community Land Trust for low income housing support
2. Greater Lewes Foundation for the Lewes Community Garden for construction of a picnic grove and for additions to the community garden
3. American Cancer Society for Relay For Life of Sussex County
4. Kim and Evans Family Foundation for a fundraiser benefitting disadvantaged people

Introduction of Proposed Zoning Ordinances

Council Members' Comments

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

Possible action on Executive Session items

Adjourn

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on March 2, 2021 at 5:00 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 public is encouraged to view the meeting on-line. Any person attending in-person will be required to go through a wellness and security screening, including a no-touch temperature check. The public will be required to wear a facial mask.

Chambers seating capacity is limited and seating assignments will be enforced.

The meeting will streamed live at <https://sussexcountycle.gov/council-chamber-broadcast>.

The County is required to provide a dial-in number for the public to comment during the appropriate time of the meeting. **Note, the on-line stream experiences a 30-second delay.** Any person who dials in should listen to the teleconference audio to avoid the on-line stream delay.

To join the meeting via telephone, please dial:

Conference Number: 1-302-394-5036

Conference Code: 570176

Members of the public joining the meeting on the telephone will be provided an opportunity to make comments under the Public Comment section of the meeting and during the respective Public Hearing.

The Council meeting materials, including the “packet”, are electronically accessible on the County’s website at: <https://sussexcountycle.gov/agendas-minutes/council-council>.

If any member of the public would like to submit comments electronically, please feel free to send them to rgriffith@sussexcountycle.gov. All comments shall be submitted by 4:30 P.M. on Monday, March 8, 2021.

#

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, MARCH 2, 2021

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, March 2, 2021, at 1:30 p.m., in the Carter Partnership Center at Delaware Technical Community College, Georgetown, with the following present:

Michael H. Vincent	President
John L. Rieley	Vice President
Cynthia C. Green	Councilwoman
Douglas B. Hudson	Councilman
Mark G. Schaeffer	Councilman
Todd F. Lawson	County Administrator
J. Everett Moore, Jr.	County Attorney

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

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 068 21
Approve
Agenda**

A Motion was made by Mr. Hudson, seconded by Mr. Rieley, to approve the Agenda, as posted.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

**Approve
Minutes**

The minutes of February 16, 2021 were approved by consent.

**Adminis-
trator's
Report**

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

1. Project Receiving Substantial Completion

Per the attached Engineering Department Fact Sheet, Americana Bayside – Village A – Phase 3 (Construction Record) received Substantial Completion effective February 15th.

2. Delaware State Police Activity Report

The Delaware State Police year-to-date activity report for January 2021 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 189 troopers assigned to Sussex County for the month of January.

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

Rules Mr. Moore read the rules of procedure for public hearings on zoning matters.

**Public Hearing/
Proposed Ordinance to Amend Future Land Use Map and CZ 1923** A combined Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL NO. 235-13.00-29.00, 235-13.00-29.01 & 235-14.00-570.00" and on the Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A HI-1 HEAVY INDUSTRIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 67.31 ACRES, MORE OR LESS" (Change of Zone No. 1923) filed on behalf of Reed Farms, LLC (Tax I.D. No. 235-13.00-29.00, 29.01 and 235-14.00-570.00) (911 Address: 14888, 14866 & 14742 Gravel Hill Road, Milton).

The Planning and Zoning Commission held a combined Public Hearing on the Proposed Ordinances on December 17, 2020 at which time action was deferred. On February 25, 2021 the Commission recommended approval of both Proposed Ordinances.

(See the minutes of the Planning and Zoning Commission dated December 17, 2020 and February 25, 2021.)

Jamie Whitehouse, Planning and Zoning Director, presented the applications and noted the documents submitted into the record.

The Council found that David Hutt, Attorney, was in attendance and presented the applications to Council along with Mark Davidson with the Pennoni Group; also present was Richard Reed, Jim Reed and Beverly White, Principals in the ownership of the subject properties. Mr. Hutt reported that Reed Farms, LLC is the owner of two of the three tax parcels that comprise the 67+ acres; the third parcel is owned by Whitewater Enterprises, LLC which is also owned by a member of the Reed family. Mr. Hutt stated that the subject parcels are located at the intersection of Route 16 and Gravel Hill Road and that there will be two parts to the Applicant's presentation – the proposed amendment to the Future Land Use Map and the requested Change of Zone.

Mr. Hutt referenced the Comprehensive Plan and, specifically, the Land Use Chapter and the applications' compliance with the Plan. He stated that the subject properties have access to utilities including natural gas which is to the south; that the properties sit in close proximity to the wastewater treatment plant operated by Artesian; that the properties have extensive frontage onto roadways which are designated by DelDOT as major collectors; that there is

**Public
Hearing/
Proposed
Ordinance
to Amend
Future Land
Use Map
and
CZ 1923
(continued)**

room for an entrance on Route 16 and possibly two entrances on Route 30 in the future; that the southern boundary of the property is adjacent to the Delmarva Central Railroad line; that the railroad line will reduce truck traffic impacts by shifting freight to rail; that the Proposed Ordinance to amend the Future Land Use Map seeks to change the designation of the three properties on the Future Land Use Map from Low Density to Developing Area, which is one of the County's Growth Areas; that there are seven factors to consider when deciding if a property should be in a Growth Area and he reviewed the applications' compliance with these factors; that the three properties are located within one mile of the Town of Milton; that properties to the north and to the south are currently designated as being in the Growth Area on the existing Future Land Use Map; that the properties are located approximately one-half mile from a Town Center Area; that the Comprehensive Plan states that portions of Developing Areas with good road access and few nearby homes should allow for business and industrial parks; that the properties are in close proximity to a regional sewer treat plant; that Artesian Wastewater Management has spray fields across the road and a pipe that runs along the front of the subject property; that County sewer will be available in the area within five years; that the sewer service issue does not apply as Tidewater has a CPCN for the area and the County does not have to provide the service; that water will also be available through Artesian or Tidewater; that there are a number of commercial businesses and other various zoning categories in the area; that adjacent to the north of these properties is a tract of land of more than 500 acres which is in an agricultural easement and serves as part of the wastewater disposal for Artesian; that there are no wetlands on the property and the properties are not in an excellent recharge area and are not in a flood plain; that the property is identified as being located in the Investment Level 4 Area according to the Strategies for State Policies and Spending; that two of the parcels are unimproved and currently used for agriculture and the third parcel is improved with a residence which would be repurposed or removed from the site depending on the future uses; that DelDOT will require a Traffic Impact Study when the site plan is submitted for the proposed uses within the property; that DelDOT will require the Developer to make certain improvements; that concerns and opposition from the Pemberton Development is regarding the entrance being directly opposite to the entrance to the Pemberton Development; that Route 30 is an alternate truck route; that there is already some industrial uses in the area, i.e. Baker Petroleum and Wyoming Millwork; that approval of this application will result in job creation since future uses of an industrial site would require a work force; and that the Change of Zone is consistent and compatible with other uses in the area.

Council members raised questions regarding the possibility of moving the entrance that is proposed across from the Pemberton Subdivision entrance; asking if the Applicant is willing to meet with the Pemberton HOA; questioning what type of uses could fit within the property; and commenting on the possibility of significant additional truck traffic.

**Public
Hearing/
Proposed
Ordinance
to Amend
Future Land
Use Map
and
CZ 1923
(continued)**

Public comments were heard.

There were no public comments in support of the application.

Helen Ralston, Anthony Scarpa, Carol Remenick and Keith Steck spoke in opposition to the Proposed Ordinances: stating concern about sewer service availability and about possible contamination of the aquifer; stating that the aquifer is already contaminated due to agriculture activities in the area; questioning how they propose to get water to the industrial site and how they propose to handle the wastewater; stating that there are other more suitable locations along the rail line for this project; stating that the rail line will not totally reduce truck traffic; stating that there are environmental concerns, including pollution caused by heavy industrial; expressing concern about traffic and the reconfiguration of the road; stating that the proposed development will cause a significant increase in noise and light pollution, as well as traffic; stating that there would be pollution from diesel trucks; stating that an environmental impact study is needed; stating that the future impact on the Pemberton community is unknown; stating that heavy industry being built on this land would adversely affect the character of the area; stating that property values in the area will decline; stating that there is concern about industrial fires and the ability to fight those fires; stating that Artesian does not have a wastewater treatment plant in the area; stating that the heavy industrial use could adversely impact the health of the waterways in the area with stormwater run-off in the nearby Pemberton Branch and other small streams which empty into the Broadkill River; and stating that there has been insufficient study and planning done for the proposed project.

Mr. Steck noted that he previously submitted comments into the record. Mr. Steck commented on sewer service in the area and he stated that there is conflicting information about the sewer service; that part of the confusion is due to information provided leading up to the Commission's public hearing, part of it is from the minutes of the Planning and Zoning Commission and part of it is from the presentation on this date. He stated that Tidewater is, in fact, the only sewer service in the area; that Tidewater has the only sewer service plant in the area; that Artesian does not have a plant nearby; that the sewer treatment plant site north of Milton is a site for sewer treatment – a 90 million gallon lagoon that will hold treated wastewater from the Allen Harim chicken processing plant in Harbeson; that there is a pipe line that runs along Route 30 to get from Allen Harim to the sewer treatment site; that water and sewer are essential for any site, especially an industrial site; that he questions if this site is going to have to rely on septic and well water; that the information is misleading and the County should contact DNREC for clarification; and that this should be clarified before action is taken on the Proposed Ordinances.

Council members raised additional questions regarding sewer and water service and regarding State Fire Marshal Office requirements.

(continued) **There were no additional public comments.**

The Public Hearing and public record were closed on both Proposed Ordinances.

M 069 21
Defer
Action on
Proposed
Ordinance
to Amend
Land Use
Map

A Motion was made by Mr. Schaeffer, seconded by Mr. Rieley, to defer action on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL NO. 235-13.00-29.00, 235-13.00-29.01 & 235-14.00-570.00”.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

M 070 21
Defer
Action on
CZ 1923

A Motion was made by Mr. Rieley, seconded by Mr. Hudson, to defer action on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COM-PREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A HI-1 HEAVY INDUSTRIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 67.31 ACRES, MORE OR LESS” (Change of Zone No. 1923) filed on behalf of Reed Farms, LLC (Tax I.D. No. 235-13.00-29.00, 29.01 and 235-14.00-570.00) (911 Address: 14888, 14866 & 14742 Gravel Hill Road, Milton).

Motion Adopted: 4 Yeas, 1 Absent.

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Absent;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

(Mr. Schaeffer was out of the room during the vote.)

Public
Hearing/
CU 2201

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A CAMP-GROUND TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 8.0 ACRES, MORE OR LESS” (Conditional Use No. 2201) filed on behalf of Pine Acres, Inc. (Tax I.D. No. 234-24.00-39.02 and 39.06) (911 Address: 25491 Dogwood Lane, Millsboro).

**Public
Hearing/
CU 2201
(continued)**

The Planning and Zoning Commission held a Public Hearing on this application on January 21, 2021 at which time action was deferred. On February 11, 2021, the Commission recommended approval with the following conditions:

- A. There shall be no more than 58 camping or RV sites within this Conditional Use area. No more than 6 guests shall be permitted per site.**
- B. All entrance and roadway improvements and any other DelDOT requirements shall be completed as required by DelDOT.**
- C. The campground shall be connected to Sussex County's central sewer system.**
- D. The campground shall be connected to a central water system for domestic use and fire protection.**
- E. Stormwater management and sediment and erosion control facilities shall be constructed in accordance with applicable State and County requirements and maintained using Best Management Practices. The Final Site Plan shall contain the approval of the Sussex Conservation District.**
- F. This expansion area shall be surrounded by a 50-foot-wide landscaped buffer.**
- G. Each campsite shall be permitted to have one accessory building of no more than 64 square feet with a maximum height of 10 feet. The accessory buildings shall be of uniform design and size.**
- H. Campground restrictions shall be submitted as part of the site plan review. These shall include "Quiet Hours" between 11:00 p.m. and 7:00 a.m. each day.**
- I. All units to be used for the purpose of human habitation on campsites shall be tents, travel trailers, recreational vehicles and equipment manufactured specifically for camping purposes.**
- J. All lighting shall be downward screened so that it does not shine on neighboring communities or roadways.**
- K. The Applicant shall identify all "dwellings" in the vicinity of the property that require a 400-foot buffer pursuant to Section 115-172.H(3) of the Sussex County Code. Except for the dwellings that are the subject of the approved variance in Board of Adjustment Case No. 12428, all campsites and cabins shall be a minimum of 400 feet from any dwelling that exists at the time of Final Site Plan approval.**
- L. All campsites must be 2000 square feet in size and at least 40 feet wide.**
- M. No cabin or campsite shall have direct access to any road outside of the boundaries of the campground. Access to the campground shall be gated and restricted so that the only access shall be from Radie Kay Lane.**
- N. There shall be no sales of campsites or camping units, including park models, RVs, travel trailers or cabins.**
- O. This expanded camping area shall comply with all of the requirements of Section 115-172H, with the exception of the variance approved in Board of Adjustment Case Number 12428.**
- P. No entertainment or similar organized activities shall be permitted in this expansion area of the campground.**

**Public
Hearing/
CU 2201
(continued)**

- Q. The Final Site Plan shall include the conditions established by this Conditional Use No. 2208 and by Board of Adjustment Case No. 12428.**
- R. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**

(See the minutes of the Planning and Zoning Commission dated January 21, 2021 and February 11, 2021.)

Jamie Whitehouse presented the application and noted the documents submitted into the record. Mr. Whitehouse also noted that the ownership of the property has changed since the application was first submitted (from Pine Acres, Inc. to Sun Leisure Point Resort, LLC).

The Council found that David Hutt, Attorney, was present on behalf of the application with Mark Davidson and Alan Decktor with the Pennoni Group, and Jackie Maguire representing Sun Leisure Point Resort, LLC (Sun Leisure). They stated that Sun Leisure is a resort community made up of manufactured homes (211), recreational vehicles (RVs) (317), and a marina (305) boat slips located off of Long Neck Road; that the application consists of two (2) parcels for a total of eight (8) acres; that the application is for 58 additional RV sites on the eight (8) acres; that Leisure Point was sold to Sun Leisure in 2019; prior to the sale, the original owner filed the Conditional Use application; that it was determined that a variance from the separation distance requirement would also be necessary for this property; that the variance request was heard by the Board of Adjustment on June 1, 2020 and the variance was granted on July 6, 2020; that the property is zoned AR-1 and a Conditional Use is required for a campground in addition to the special requirements of Sussex County Code 115-172 (H) – these requirements were reviewed and compliance to these requirements was explained; that there are 17 other manufactured home parks and three RV parks in the area; that this is the nature of the Long Neck area; that the nearest neighbors are three residences along Long Neck Road; that other uses in the area include manufactured home/RV parks, single-family residential homes and farmland; that a Service Level Evaluation request was submitted to DelDOT; that DelDOT's response was that traffic would be negligible; that access to the site would be by using the existing entrance into the proposed expansion off of Radie Kay Lane; that the site is located within a Growth Area – the Coastal Area according to the Comprehensive Plan; that the majority of the parcel is located in the Investment Level 2 Area according to the Strategies for State Policies and Spending, with a small portion in the Investment Level 3 Area; that public utilities are available for this site; that the site is located within a Sussex County sewer service area; that there are no wetlands on the property and the property is outside of a flood plain area; that the property is within a wellhead protection area; that an Environmental Assessment Report was completed; that the application meets the nine (9) special requirements for RV parks; that there is a 50 foot landscaped buffer proposed around the perimeter of the site; that a bathing facility and pool facility are proposed; that Sun Leisure is a gated resort; and that sites are to

**Public
Hearing/
CU 2201
(continued)**

be available year-round; that this expansion of an existing RV resort contributes to the prosperity and welfare of the County by having another opportunity for guests to stay; that this portion of the site would be subject to all of DNREC's and the Sussex Conservation District's requirements for stormwater management; and that the application complies with the Comprehensive Plan and the Zoning Code. Mr. Hutt reviewed the preliminary site plan for the application site.

Mr. Hutt addressed some concerns/questions that have been heard:

- will Sun Leisure be conducting criminal and background checks – no, not in this section of Sun Leisure, only in the manufactured home park;
- will there be rules regarding the use of golf carts, i.e. who can drive them, insurance requirements, speed limits – yes, the existing rules will apply to this section of the park;
- will there be a curfew – yes, the Applicant has agreed to quiet hours which have been stipulated in the proposed conditions;
- will there be an access easement – there are 2 lots that exist that use the Leisure Point access (these are the lots from which the variance was sought) – along the entrance there is an opening that is 50 feet wide (a recorded easement so there are no structures or impediments) so that if the owners of those lots in the future want to stop using the existing access and want to build a parallel access next to it to get to their lots, that has been accommodated for.

Mr. Hutt noted the Applicant's request to amend Condition N recommended by the Planning and Zoning Commission to read as follows: "There shall be no sales of campsites." Mr. Hutt stated that Sun Leisure does sell RVs; these RVs are on a campsite and there is no separate showroom area. This request is made so that the expansion site will be consistent with the existing site.

Council members raised questions regarding the number of persons permitted per site and whether or not they have to be related and the proposed year-round use of the campsites, and concern that the sites could become a residence. The Applicant responded to these questions: (1) stating that the sites are limited to 6 registered people per site; however, with discretion, accommodations may be allowed for families, and (2) the License Agreement will not allow the claiming of a residency.

Public comments were heard.

There were no public comments in support of the application.

Debbie Fields, Jason DiGirolamo, Marilyn Wilson, Yul Lee, and James Russum spoke in opposition to the application: expressing concern about the lack of a requirement for background checks; stating that the new owners are not enforcing rules in the existing park; stating that they get no

**Public
Hearing/
CU 2201
(continued)**

cooperation from Sun Leisure at all; stating the need for a lane for people to drive in and not be in line with campers; stating concern that people find loopholes to stay year-round; stating concerns about the environmental impact on Guinea Creek; stating concerns about drainage/flooding; stating concerns about a decline in property values with a RV park in the area; stating that the park used to be seasonal and now it is year-round; expressing concern about the traffic on Route 24 and adding RVs will make it more heavily congested; stating that the two properties most affected need complete access to their lands and that they have been locked out of their access; expressing concern about the dangers of Dogwood Lane due to a blocked view since the entrance is blocked by trees that need to be removed; stating concern that this application is impacting family and farm lands; and expressing concern about the possibility of more crime.

In response to questions and concerns raised by Council, the Applicant stated that the problems regarding access to the affected property will be addressed.

There were no additional public comments.

The Public Hearing and public record were closed.

**M 071 21
Defer
Action on
CU 2201**

A Motion was made by Mr. Hudson, seconded by Mr. Rieley to defer action on Conditional Use No. 2201 filed on behalf of Pine Acres, Inc. (Sun Leisure Point Resort, LLC).

Motion Adopted: 5 Years.

Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

Recess

At 4:35 p.m., Mr. Vincent announced a recess until 5:00 p.m.

Reconvene

At 5:00 p.m., Mr. Vincent reconvened the meeting.

CU 2201

Mr. Vincent asked Mr. Moore to read the short title of Conditional Use No. 2201 again for the purpose of formally deferring action.

**M 072 21
Defer
Action on
CU 2201**

A Motion was made by Mr. Hudson, seconded by Mr. Rieley, to defer action on Conditional Use No. 2201 filed on behalf of Pine Acres, Inc. (Sun Leisure Point Resort, LLC).

Motion Adopted: 5 Years.

Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

**Public
Hearing/
CZ 1891
CZ 1892
and
CU 2193**

A combined Public Hearing was held on the Proposed Ordinances entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 6.4 ACRES, MORE OR LESS” (Change of Zone No. 1891), the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-3 HEAVY COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 8.53 ACRES, MORE OR LESS” (Change of Zone No. 1892) and the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY (128 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 6.4 ACRES, MORE OR LESS” (Conditional Use No. 2193) filed on behalf of Chappell Farm, LLC (Tax I.D. No. 235-23.00-1.02 (portion of) (911 Address: 30511 Cave Neck Road, Milton).

The Planning and Zoning Commission held a Public Hearing on these applications on January 21, 2021 at which time action was deferred. On February 11, 2021, the Commission recommended approval of these applications with the following stipulations attached to the Conditional Use:

- A. The maximum number of residential units shall be 128.
- B. The Applicant or its successor, as Landlord, shall be responsible for the perpetual maintenance of the development’s roadway, buffers, stormwater management facilities, erosion and sedimentation control facilities and other common areas.
- C. All entrance, intersection, roadway and multi-modal improvements shall be completed by the Developer in accordance with all DelDOT requirements.
- D. The project shall be served by Sussex County sewer. The Developer shall comply with all Sussex County Engineering Department requirements including any offsite upgrades necessary to provide service to the project.
- E. The project shall be served by central water to provide drinking water and fire protection.
- F. There shall be a vegetated or forested buffer of at least 40 feet in depth. This shall include existing vegetation that shall be expanded to include varying landscape stock, including trees that are at least 1.5 inch caliper at 5 feet of height and shrubs of 5-gallon minimum size. As proposed by the Developer, there shall also be a privacy fence along the common property line with Red Fox Run. All of this shall be shown within a landscape plan included as part of the Final Site Plan for the project.

**Public
Hearing/
CZ 1891
CZ 1892
and
CU 2193
(continued)**

- G. Construction activities, including site work and deliveries, shall only occur between 7:30 a.m. and 7:00 p.m. Monday through Friday, and between 8:00 a.m. and 2:00 p.m. on Saturdays. There shall be no construction activities at the site on Sundays.**
- H. Street naming and addressing shall be subject to the review and approval of the County Mapping and Addressing Departments.**
- I. The Final Site Plan shall contain the approval of the Sussex County Conservation District for the design and location of all stormwater management areas and erosion and sedimentation control facilities.**
- J. All streetlights shall be shielded and downward screened so that they do not shine on neighboring properties or roadways.**
- K. The interior street design shall meet or exceed Sussex County's street design requirements.**
- L. If requested by the local school district, a school bus stop shall be provided. The location of the bus stop shall be shown on the Final Site Plan.**
- M. Recreational amenities shall be completed simultaneously with the issuance of the Certificate of Occupancy for the first multi-family building.**
- N. A Certificate of Occupancy will not be issued for commercial use buildings until the completion of the overpass.**
- O. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

(See the minutes of the Planning and Zoning Commission dated January 21 and February 11, 2021.)

Jamie Whitehouse presented the application and noted the documents submitted into the record.

The Council found that John Paradee, Attorney, was present with Michael Riemann and Christopher Duke of the Becker Morgan Group, and Christian Hudson and Jamin Hudson, Principals of Chappell Farm, LLC. Mr. Riemann presented a brief 3D visualization of the proposed project, showing two commercial pads that front on Route One, one for a proposed pharmacy or retail and one for a convenience store with fuel sales, a mixed use building (a 3-story building with some boutique retail on the ground level and 2 levels of multi-family above), a proposed fitness center, a pool facility, multi-family buildings, a playground, stormwater facilities, pedestrian walkways, a mini-storage commercial facility, and a gate-house going into Red Fox Run.

Mr. Riemann, Mr. Duke, and Mr. Morgan reported on the proposed project stating that the site contains approximately 15 acres of property along Route One and Cave Neck Road, that Red Fox Run is to the north of the property and Paynter's Mill is to the south; that there are existing commercial uses on the property; that utilities are available to the site – sewer and water; that the project started in 2018 and they held a lot of community meetings and performed a lot of community outreach; that some concerns were raised

**Public
Hearing/
CZ 1891
CZ 1892
and
CU 2193
(continued)**

including a right-in right-out access on Roue One, buffers between the project and Red Fox Run, light glare, the proposed location of the pool amenities and playground near Red Fox Run, connecting sidewalks and pads, timing of commercial pads on Roue One relative to the proposed interchange, fencing and berms along Paynter's Mill, pedestrians crossing Cave Neck Road and utilizing amenities in Paynter's Mill, and a concern about condo'ing the project. Mr. Riemann reviewed the current plan for the project which is for 156 apartment units, split between the four multi-family buildings and the mixed use building with boutique retail; approximately 44,000 square feet of commercial – one pad for a convenience store with fuel sales and a second pad for a pharmacy or retail store; one access point would be a right-in from Route One; providing an interconnection to the property to the west; two access points on Cave Neck road; proposing 555 parking spaces, exceeding County requirements; adequate fire lane coverage throughout; the pool and playground facilities have been relocated to be further away from Red Fox Run; buffers were increased to 40 feet and fencing was added; re-designed the mixed-use building to improve visibility from Route One so that the commercial uses would be viable; increase the number of pedestrian pathways throughout; added an interconnection into Red Fox Run including a proposal to have a gated access; they are agreeable to working with Paynter's Mill to help install and support their installation of a fence and berm along the Paynter's Mill side of the project to dissuade people from crossing Cave Neck Road; buffer increased to 40 feet, with a mix of trees and plantings to include fencing; that a fence is also proposed along the western property line; that they have been awaiting DelDOT's interchange which elevates Cave Neck Road above Route One; that DelDOT's schedule is that they are in the design process between Fiscal Year 2020 and 2022, with construction between 2024 and 2026; that they have made sure their project integrates with DelDOT's; there will be a round-about at the proposed project's access point onto Cave Neck Road; that DelDOT is proposing to cul-de-sac the existing Red Fox Run access to eliminate that access directly onto Route One; that DelDOT's project is moving forward with or without this proposed project; the Applicant will be required to contribute to DelDOT's project; that the proposed project's access from Route One is not direct, it is off of a service road; that part of the application is for rezoning and the proposed zoning will fill the gap from C-3 zoning to MR zoning; that the proposed project is consistent with the area; that the proposed project is located in the Coastal Area according to the Comprehensive Plan; that the proposed zoning is consistent with the Plan; that the density proposed is 12 units per acre which is consistent with adjacent densities (all C-1, C-2, and C-3 adjacent zonings allow 12 units per acre as a matter of right; that density permitted in both the C-3 and MR zoning being proposed is 12 units per acre based on County Code; that they are requesting a density of 10.5 units per acre; that they propose full-time on-site management; that a traffic study was performed; that they have provided a copy of the DelDOT approved Traffic Impact Study (TIS); that there was a typo in the original TIS that had the number of apartments units incorrectly and that the traffic study has been corrected and DelDOT has

**Public
Hearing/
CZ 1891
CZ 1892
and
CU 2193
(continued)**

issued a revised letter and that 156 total apartment units is the corrected number; that there are 7 DelDOT projects in the area that the Applicant will be contributing towards; that the project will be phased and that they made a commitment at the Planning and Zoning Commission public hearing that they would construct the apartment side of the project as Phase One and they would not do the construction of the commercial pads until the interchange is open to the public and they remain committed to that; that their calculation of the density is correct; that the difference in apartment units from 94 units to 156 units and the effect on trip generation on the overall site would be immaterial and this proved true in the updated DelDOT analysis; that the methods used to estimate trip generation for land development are well documented industry standards; and that the difference between DelDOT's updated traffic study and the original study was only about 5 percent in total trip generations.

Public comments were heard.

John Snow, Christian Hudson and Jamin Hudson spoke in support of the application. They stated that the project was modeled a lot after The Village of Five Points; that there was public outreach for comments and concerns and that they worked with neighbors and made changes to the plan; that they try to mitigate any affects on area properties and roadways; that the project will provide affordable housing in the County; and that the proposed retail activities on the site will keep people off of Route One.

Jeff Stone (representing SARG - Sussex Alliance for Responsible Growth), Rich Borasso, Rita Dumain, Terry August, John Saul, Eul Lee, and Valerie Wood spoke in opposition: referencing the density proposed and how it was calculated; traffic generation and its impacts on the residents and visitors; the long term implications of the Route One corridor; that if the Council should defer a decision on this development until the grade-separated interchange at Cave Neck Road and Route One is completed; that if the Council should determine to move forward, SARG is asking that the approval of the rezonings be deferred and that the conditional use application be denied; that the methodology used to calculate the density of this project is incorrect and if approved, would allow a density far exceeding anything in the area; stating that the Traffic Impact Statement and the Traffic Impact Study Review Letter originally provided to the County and used as the basis for review by the Planning and Zoning Commission was not accurate and was based on incorrect information, did not accurately project the impacts of the project on area roads and intersections, and the information now provided to the Council has been amended but has not received Planning and Zoning Commission review; that the Route One corridor from Minos Conaway to Milton is depicted in the Comprehensive Plan as an overwhelmingly low density development area yet many of the recent development proposals have been for high density development, both residential and commercial; that the trips generated by this project are undercounted and that the traffic will multiply by a measure of six-fold as a

Public
Hearing/
CZ 1891
CZ 1892
and
CU 2193
(continued)

result of this project; that the County must demonstrate the will to support the Comprehensive Plan and make a clear determination now as to what the character of this corridor will be before it is overwhelmed by development following the construction of the interchanges at Minos Conaway, Cave Neck Road and Route 16; that the proposed project exceeds permitted density for multi-family structures in MR zoning; that the proposed project is not consistent with the surrounding land use; that they now propose a different phasing plan than what was proposed to and made a condition of approval by the Planning and Zoning Commission; that this important corridor section needs a true corridor plan; that approval of these applications will set the tone for future development along this corridor; that Red Fox Run is the community most impacted by the development; that the intersection is already accident-prone; that the proposed density is not consistent with the surrounding area; that the density calculation is erroneous and flawed; that the decision to approve the Conditional Use will set an unwanted precedent for the SR-1 coastal corridor; that the phasing plan reflecting that the Applicant would not do the construction of the commercial pads until the interchange is open is not included in the TIS; add a condition that the commercial use occupancy be delayed as has been proposed; clarify how density was determined and work within the bounds of the permitted density for multi-family dwellings within a MR District; that a density of 12 is too high for the area; engage with the Applicant and DelDOT to assure the accuracy of the TIS and provide the County and the public with an accurate assessment of the traffic impacts created by this project over the next 5 years based on the approval; that there is concern about the County's project review process; commenting on reasons for approval given by a Planning and Zoning Commission member; concerns that DNREC did not submit comments for the PLUS review; stating that Council should be sufficiently satisfied with the references or lack thereof of the Applicant's attention to the source water protection ordinance in compliance with requirements of the Delaware Source Water Protection Law, especially when one of the proposed uses will require a fuel tank on the site; stating that most of the homes in Red Fox Run are located on this same excellent ground water recharge area for their well water and they want assurances that it will be protected; that the entrance and exit of Red Fox Run to Route One fails every day and it will not get better; that the residents of Red Fox Run ask for the County's assistance in working with the Developer and DelDOT to assure that the Final Site Plan for Chappell Farm and the grade separation preserves and promotes the welfare and safety and interests of their residents and they want assurances that the connection road will be put in and the interconnection closed off, and they want assurance that before the grade separation goes in, that the road does not go in and Red Fox Run becomes a short cut from Route One southbound to Cave Neck Road; that the Planning and Zoning Commission did not give proper and appropriate weight to the character of the surrounding area; that the area is not urban as stated by one of the Commission members; that the Applicant is proposing 20 dwelling units per acre; that in Paynter's Mill, there is a broad expanse of green space and the project has nowhere near the density of the planned density in the proposed

**Public
Hearing/
CZ 1891
CZ 1892
and
CU 2193
(continued)**

project; that you cannot consider an increase in density without considering the area; that during the Commission's vote on February 11th, one Commission member stated that the increased density in the area impacts nobody as DelDOT is constructing a fly-over overpass at the intersection of Cave Neck Road and Route One and this statement defies logic and reason; questioning a gas station in the area; noting discrepancies in the online packet for this application, the staff analysis, and the application; and that the proposed project is irresponsible development in this area. Ms. Wood noted that Mr. Schaeffer should recuse himself from the discussion and vote on this project.

There were no additional public comments.

The Public Hearing and public record on all three applications were closed.

**M 073 21
Defer
Action on
CZ 1891**

A Motion was made by Mr. Schaeffer, seconded by Mr. Rieley, to defer action on Change of Zone No. 1891 filed on behalf of Chappell Farm, LLC.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**M 074 21
Defer
Action on
CZ 1892**

A Motion was made by Mr. Schaeffer, seconded by Mr. Rieley, to defer action on Change of Zone No. 1892 filed on behalf of Chappell Farm, LLC.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**M 075 21
Defer
Action on
CU 2193**

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, to defer action on Conditional Use No. 2193 filed on behalf of Chappell Farm, LLC.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**M 076 21
Go Into
Executive
Session
Executive
Session**

At 7:14 p.m., a Motion was made by Mr. Rieley, seconded by Mr. Hudson, to recess the Regular Session and go into Executive Session to discuss a matter relating to pending litigation.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Green, Yea; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

An Executive Session of the Sussex County Council was held at the Carter Partnership Center at Delaware Technical Community College to discuss a matter relating to pending litigation. The Executive Session concluded at 7:53 p.m.

At 7:55 p.m., a Motion was made by Mr. Schaeffer, seconded by Mr. Rieley, to come out of Executive Session and to reconvene the Regular Session.

Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

There was no action on Executive Session matters.

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, to adjourn at 7:55 p.m.

Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

Robin A. Griffith
Clerk of the Council

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

Consent Agenda

Riverside Plaza Project

Existing Sewer Infrastructure Use Agreement – IUA-1114

Riverside Apartments Development Co., LLC to pay \$62,469.00 for 146.00 EDUs

Oak Orchard Area

Tanger Seaside (Microtel) Project

Existing Sewer Infrastructure Use Agreement – IUA-CZ870

Beacon Hospitality LLC to pay \$29,560.00 for 26.00 EDUs

West Rehoboth Area

Agave Tequila Bar & Restaurant

Existing Sewer Infrastructure Use Agreement – IUA-10-10-158

Agave World, LLC to pay \$7,144.00 for 4.53 EDUs

West Rehoboth Area

Chase Oaks Project

Existing Sewer Infrastructure Use Agreement – IUA1124-REVISED

Chase Oaks DE, LLC to pay \$126,555.00 for revised connection point

Angola North Area

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UTILITY ENGINEERING	(302) 855-7717
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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 John L. Rieley, Vice President
The Honorable Douglas B. Hudson
The Honorable Cynthia C. Green
The Honorable Mark G. Schaeffer

FROM: John J. Ashman
Director of Utility Planning

RE: *Existing Wastewater Infrastructure Use Agreement*
Riverside Plaza
File: OM 9.01

DATE: March 9, 2021

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 existing wastewater infrastructure use with **Riverside Apartments Development Co., LLC** for the **Riverside Plaza** project in the Oak Orchard 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 **Riverside Plaza** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said infrastructure **Riverside Apartments Development Co., LLC** will contribute **\$62,469.00.00** for the financial catch-up contribution of the existing infrastructure to serve **146.00** Equivalent Dwelling Units. Payment will be required prior to receiving a building permit. System Connection Charges in place at the time of building permit request will still apply.



Use of Existing Infrastructure Riverside Plaza

Parcels of Interest Existing SSD

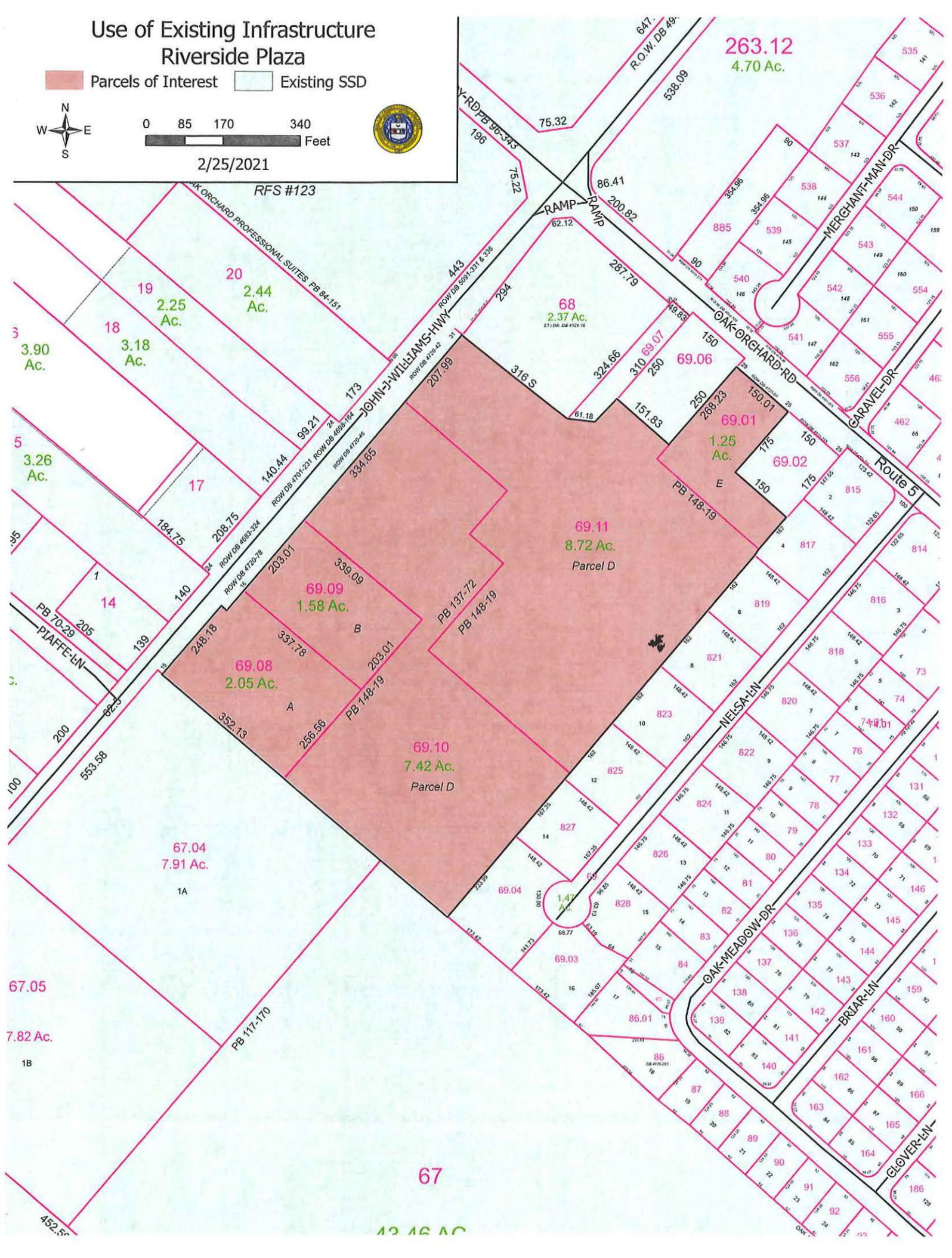


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2/25/2021

RFS #123



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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 John L. Rieley, Vice President
The Honorable Douglas B. Hudson
The Honorable Cynthia C. Green
The Honorable Mark G. Schaeffer

FROM: John J. Ashman
Director of Utility Planning

RE: *Existing Wastewater Infrastructure Use Agreement
Tanger Seaside (Microtel)
File: OM 9.01*

DATE: March 9, 2021

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 existing wastewater infrastructure use with **Beacon Hospitality, LLC** for the **Tanger Seaside (Microtel)** 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 **Tanger Seaside (Microtel)** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said infrastructure **Beacon Hospitality, LLC** will contribute **\$29,560.00.00** for the financial catch-up contribution of the existing infrastructure to serve **26.00** Equivalent Dwelling Units. Payment will be required prior to receiving a building permit. System Connection Charges in place at the time of building permit request will still apply.



Use of Existing Infrastructure Tanger Seaside Microtel

Parcel 334-13.00-325.36 Existing SSD

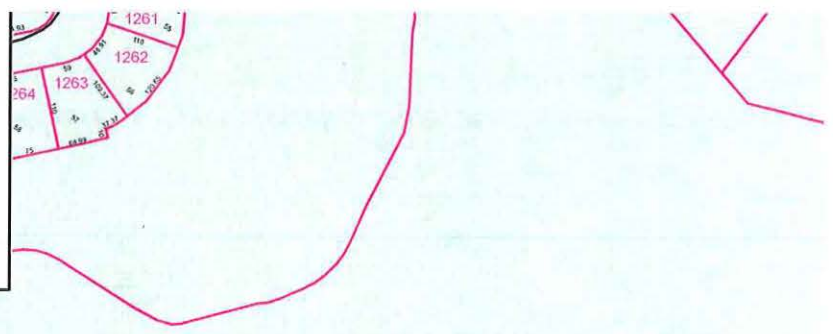


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2/25/2021

S.W.M. AREA



325.43

81.28 AC.

325.16

9.79 Ac.

325.36
Lot 1
2.01 Ac
PB 330-5

325.52
Lot 2
2.29 Ac

325.53
Lot 3
3.40 Ac

325.06
16.26 Ac

325.08

A

317
6.29
AC.

319

319.02
1.53 Ac.

319.01

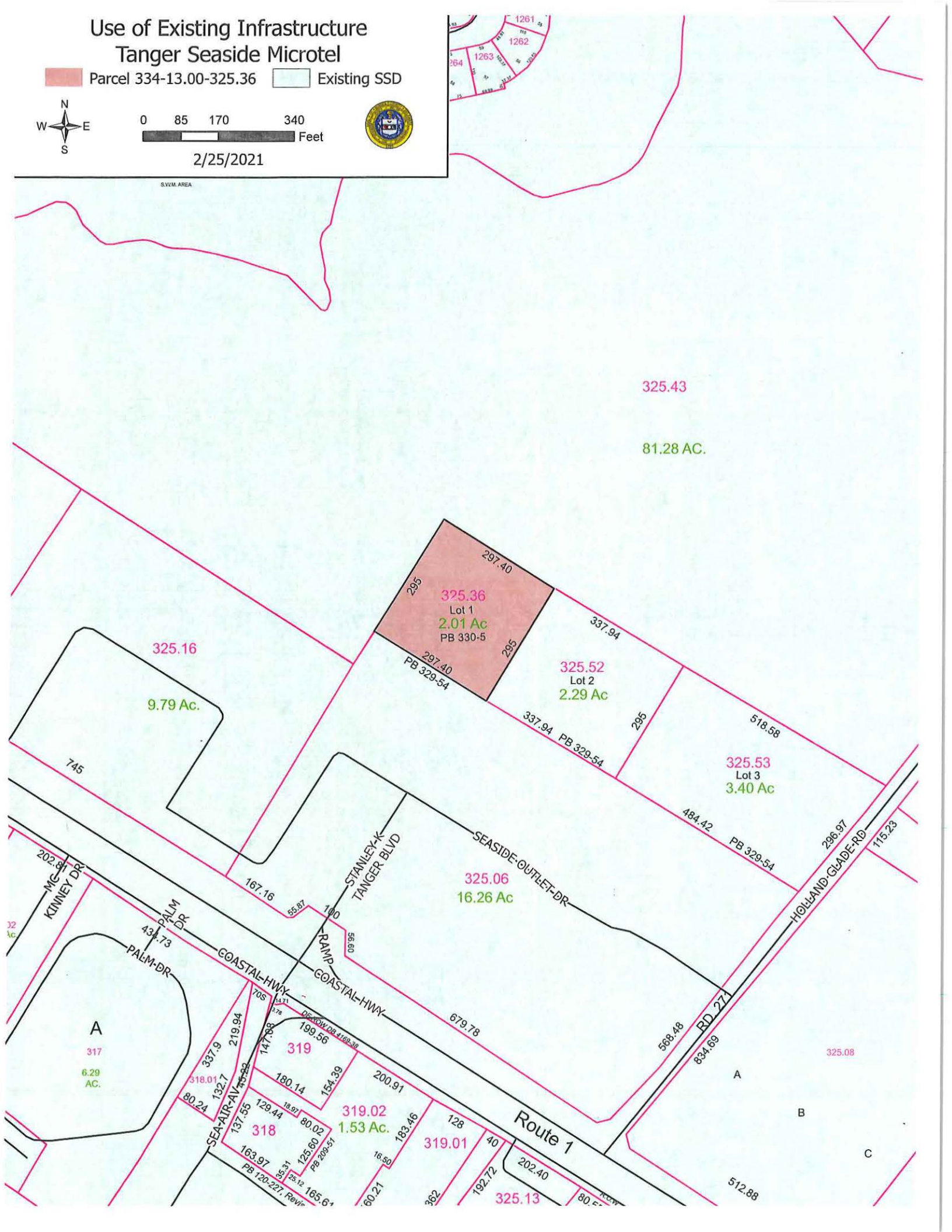
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Route 1

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C



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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 John L. Rieley, Vice President
The Honorable Douglas B. Hudson
The Honorable Cynthia C. Green
The Honorable Mark G. Schaeffer

FROM: John J. Ashman
Director of Utility Planning

RE: *Existing Wastewater Infrastructure Use Agreement*
Agave Tequila Bar & Restaurant
File: OM 9.01

DATE: March 9, 2021

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 existing wastewater infrastructure use with **Agave World, LLC** for the **Agave Tequila Bar & Restaurant** 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 **Agave Tequila Bar & Restaurant** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said infrastructure **Agave World, LLC** will contribute **\$7,144.00.00** for the financial catch-up contribution of the existing infrastructure to serve **4.53** Equivalent Dwelling Units. Payment will be required prior to receiving a building permit. System Connection Charges in place at the time of building permit request will still apply.



Parcel 334-13.00-158.00 Existing SSD

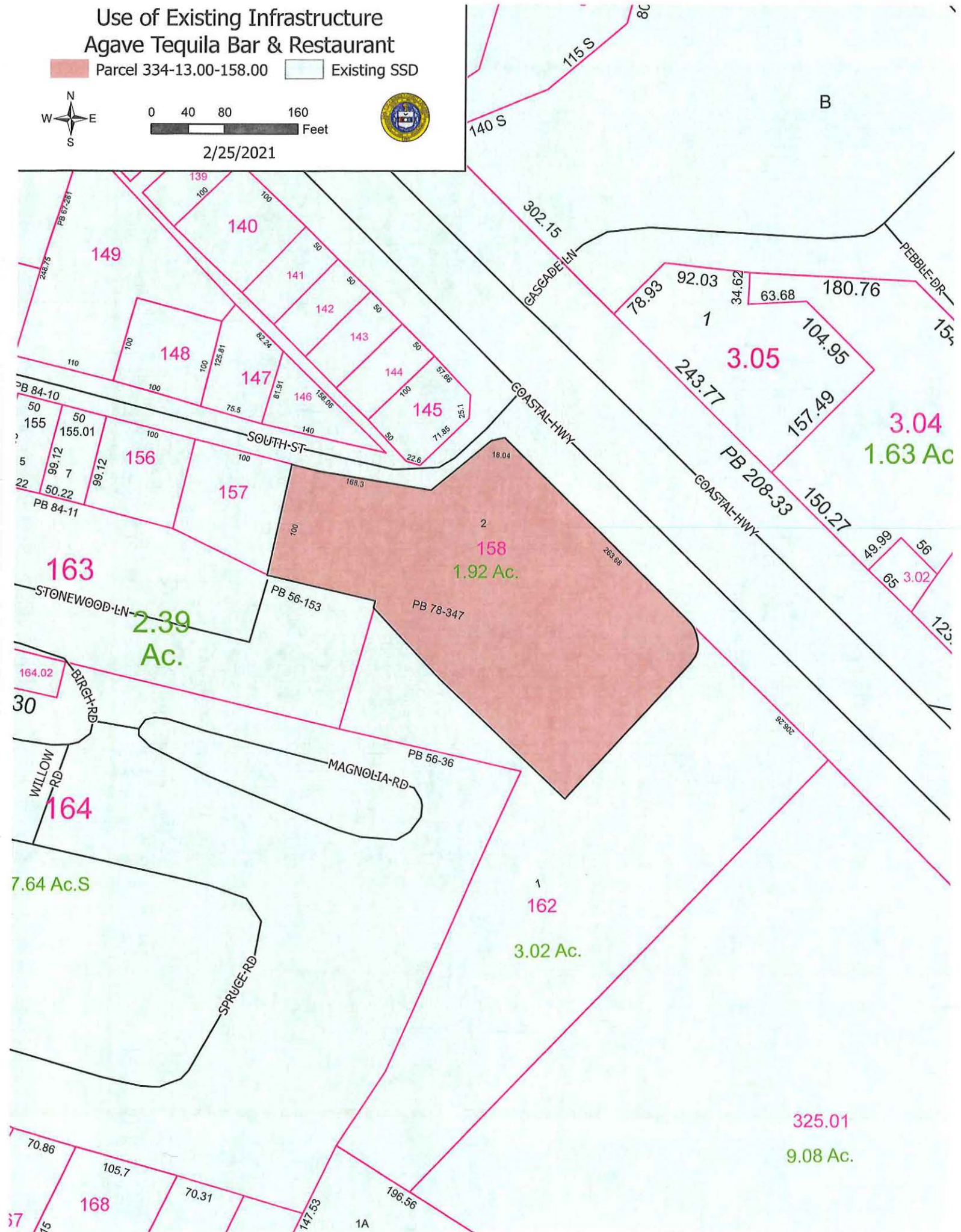


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2/25/2021



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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 John L. Rieley, Vice President
The Honorable Douglas B. Hudson
The Honorable Cynthia C. Green
The Honorable Mark G. Schaeffer

FROM: John J. Ashman
Director of Utility Planning

RE: *Existing Wastewater Infrastructure Use Agreement*
Chase Oaks - REVISED
File: OM 9.01

DATE: March 9, 2021

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 a revised agreement for the existing wastewater infrastructure use with **Chase Oaks DE, LLC** for the **Chase Oaks** project in the Angola North Area. The project was unable to secure the easements necessary to make the original connection and requested a revised connection point. The revised connection point impacts different infrastructure than the original agreement therefore requiring a revised contribution.

Under the proposed arrangement, the **Chase Oaks** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said infrastructure **Chase Oaks DE, LLC** will contribute **\$221,090.00** the previous agreement was satisfied for \$94,535.00 there requiring a balance due of **\$126,555.00.00** for the financial catch-up contribution of the existing infrastructure to serve **255.00** Equivalent Dwelling Units. Payment will be required prior to receiving a building permit. System Connection Charges in place at the time of building permit request will still apply.



Use of Existing Infrastructure Chase Oaks

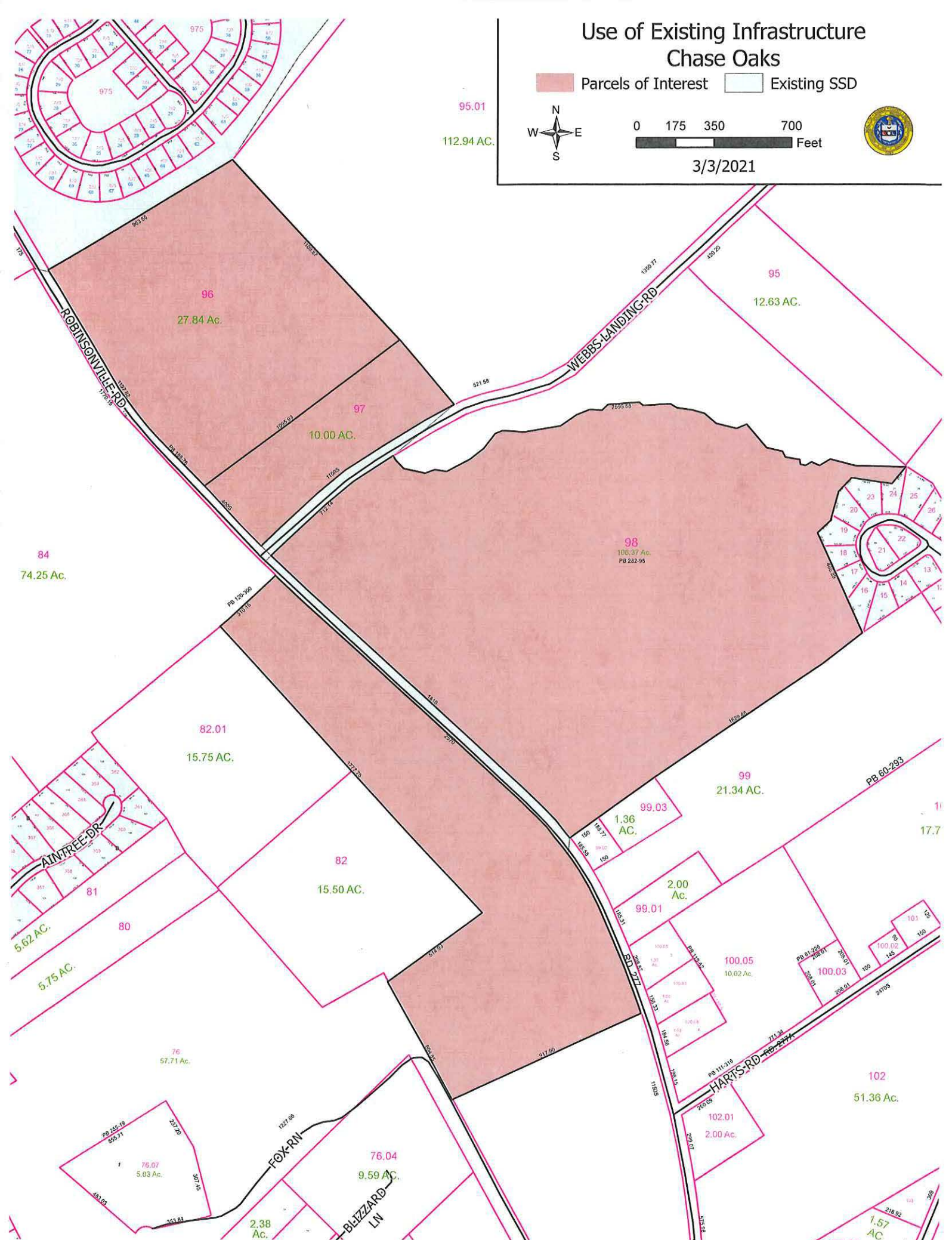
Parcels of Interest Existing SSD



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3/3/2021



GINA A. JENNINGS, MBA, MPA
FINANCE DIRECTOR

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TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable Mark G. Schaeffer

FROM: Gina A. Jennings
Finance Director/Chief Operating Officer

SUBJECT: **DOG CONTROL MEMORANDUM OF UNDERSTANDING**

DATE: March 5, 2021

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 beginning in 2016. 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 three counties and the City of Wilmington to update the last MOU that was signed in 2020.

The difference between the 2020 MOU and the new MOU is that this pricing structure adds three additional staff and the terms extend through fiscal year 2024. The pricing structure is based on a per capita distribution among the three counties and the City of Wilmington. The current cost of the County's MOU is \$768,364.

Christina Motoyoshi, Executive Director of the Office of Animal Welfare, will give a presentation on the services they provide the County and the reason why three additional staff are included in the new MOU.

The proposed MOU, Christina's presentation and pricing outline are attached.

Please let me know if you have any questions.

pc: Mr. Todd F. Lawson

Attachments



**DELAWARE HEALTH
AND SOCIAL SERVICES**

**MEMORANDUM OF UNDERSTANDING # 22-XXX
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: Via website <https://animalservices.delaware.gov> or mail to 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 <https://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. Operating hours may be adjusted to best accommodate call demand.
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 (<https://animalservices.delaware.gov>) 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 calls for service received
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, and enter into a three year MOU. The cost to Sussex County for animal control services is \$853,422.00 for FY22. This amount reflects the fair pricing structure agreed upon in 2021, 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 \$71,118.50.
- C. The cost for FY23 increases 2% for services to \$870,491.00. The county will submit payment each month in the amount of \$72,540.92.
- D. And FY24 increases 2% for services to \$887,901.00. The county will submit payment each month in the amount of \$73,991.75.
- E. 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 July 1, 2021 and terminate on June 30, 2024 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.

Certification:

DEPARTMENT OF HEALTH AND SOCIAL SERVICES

Molly Magarik
Cabinet Secretary
Department of Health & Social Services

Date

DIVISION OF PUBLIC HEALTH

Karyl T. Rattay, MD, MS
Director
Division of Public Health

Date

COUNTY

Todd F. Lawson
County Administrator

Date



Delaware Animal Services

Performance Report
November 16, 2020



DELAWARE HEALTH AND SOCIAL SERVICES
Division of Public Health
Office of Animal Welfare



Delaware Animal Services








LAW ENFORCEMENT

DAS - Animal Welfare Law Enforcement Unit for State, Established 2016

Leadership – Chief Mark Tobin, retired New Castle County K9 Officer

Staffing – 23 Certified Animal Welfare Officers, 7 Dispatchers

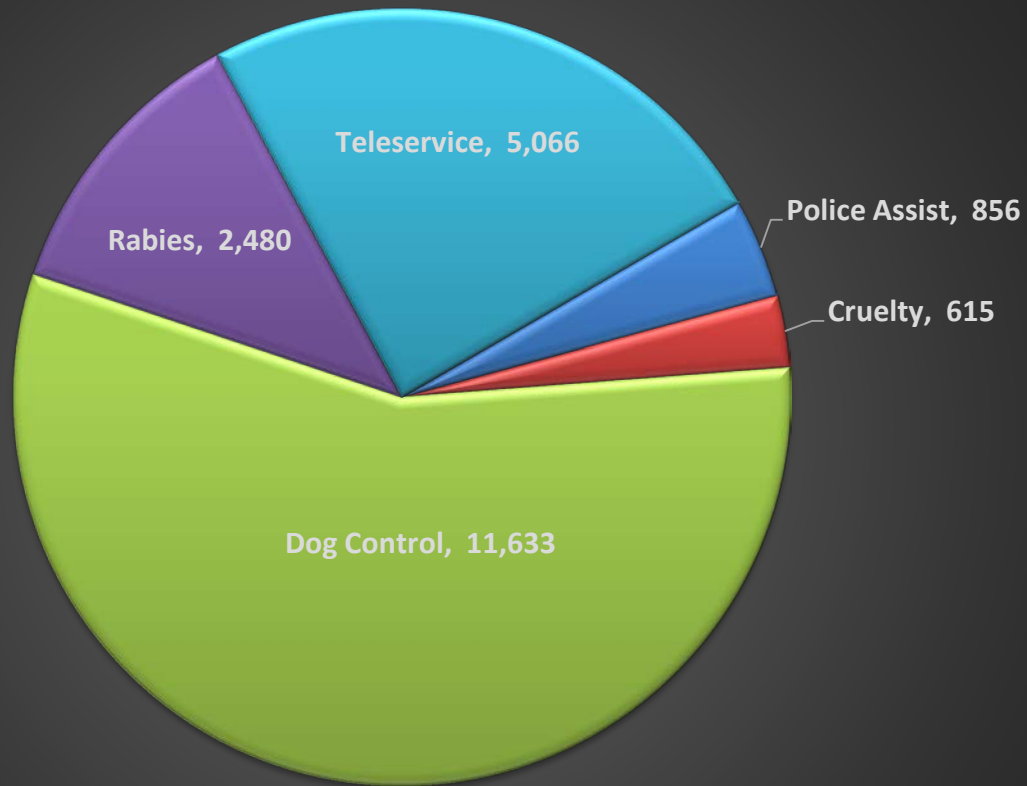
Responsibilities:

-  Stray and aggressive dogs
-  Dangerous dog management
-  Animal cruelty and neglect; animal fighting
-  Human exposure to rabies
-  Seriously injured/endangered stray cats
-  Dog housing and care violations
-  Agency assist requests and emergency response

Hours: 8:00am-8:00pm weekdays, 10:00am-6:00pm weekends
24/7 Emergencies

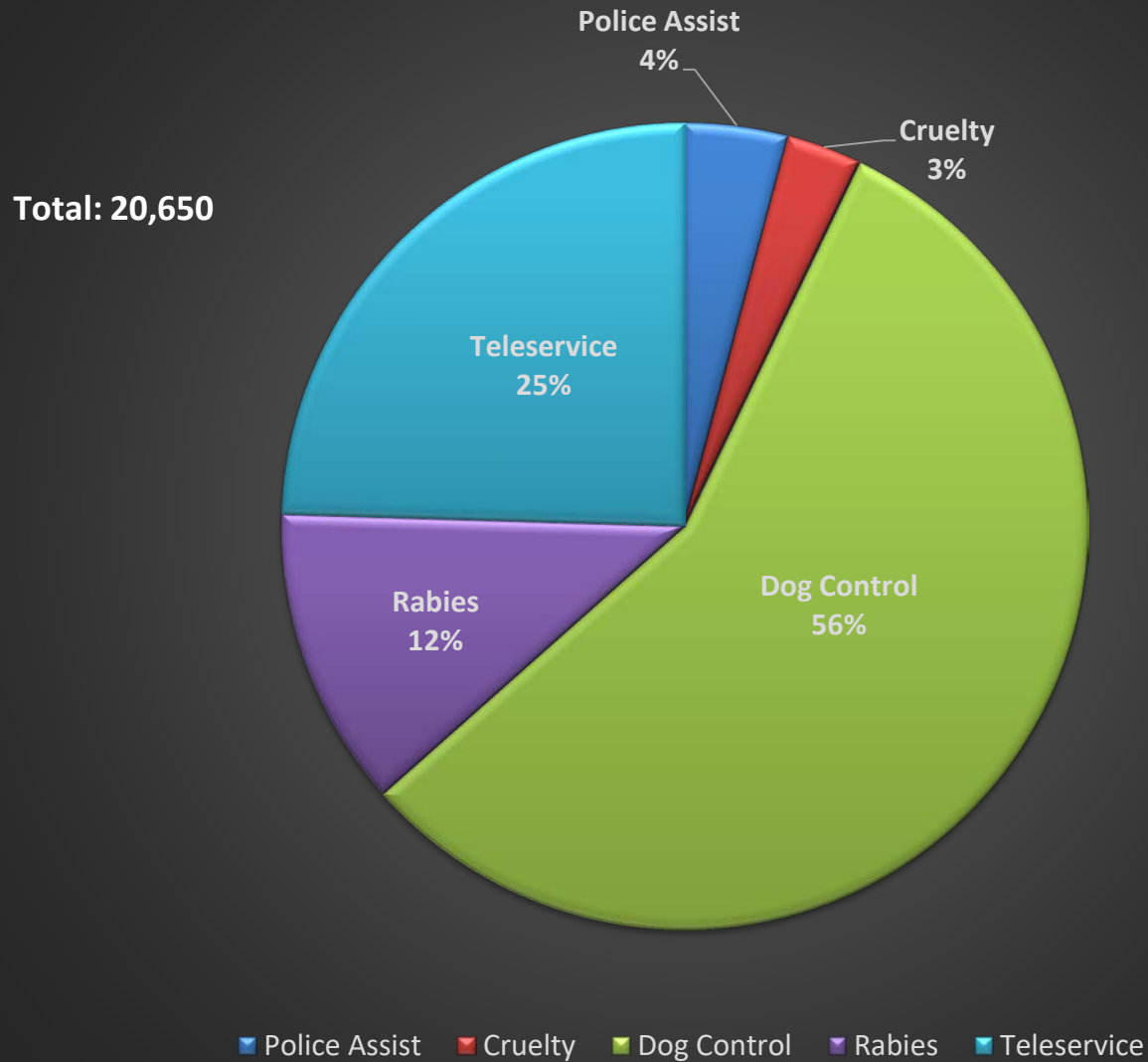
2019 STATEWIDE CALLS FOR SERVICE BY TYPE

Total: 20,650



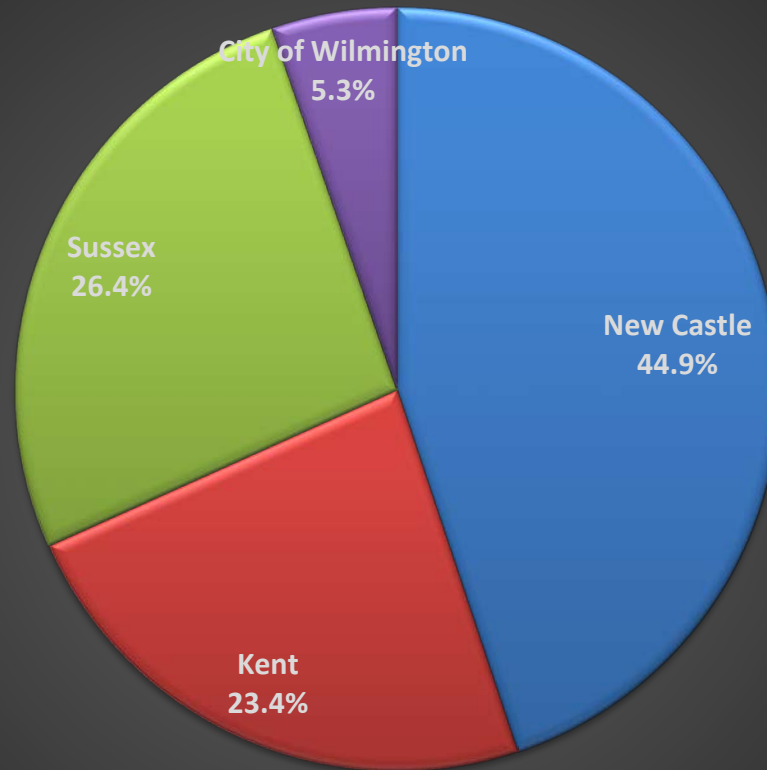
■ Police Assist ■ Cruelty ■ Dog Control ■ Rabies ■ Teleservice

2019 STATEWIDE CALLS FOR SERVICE BY TYPE %



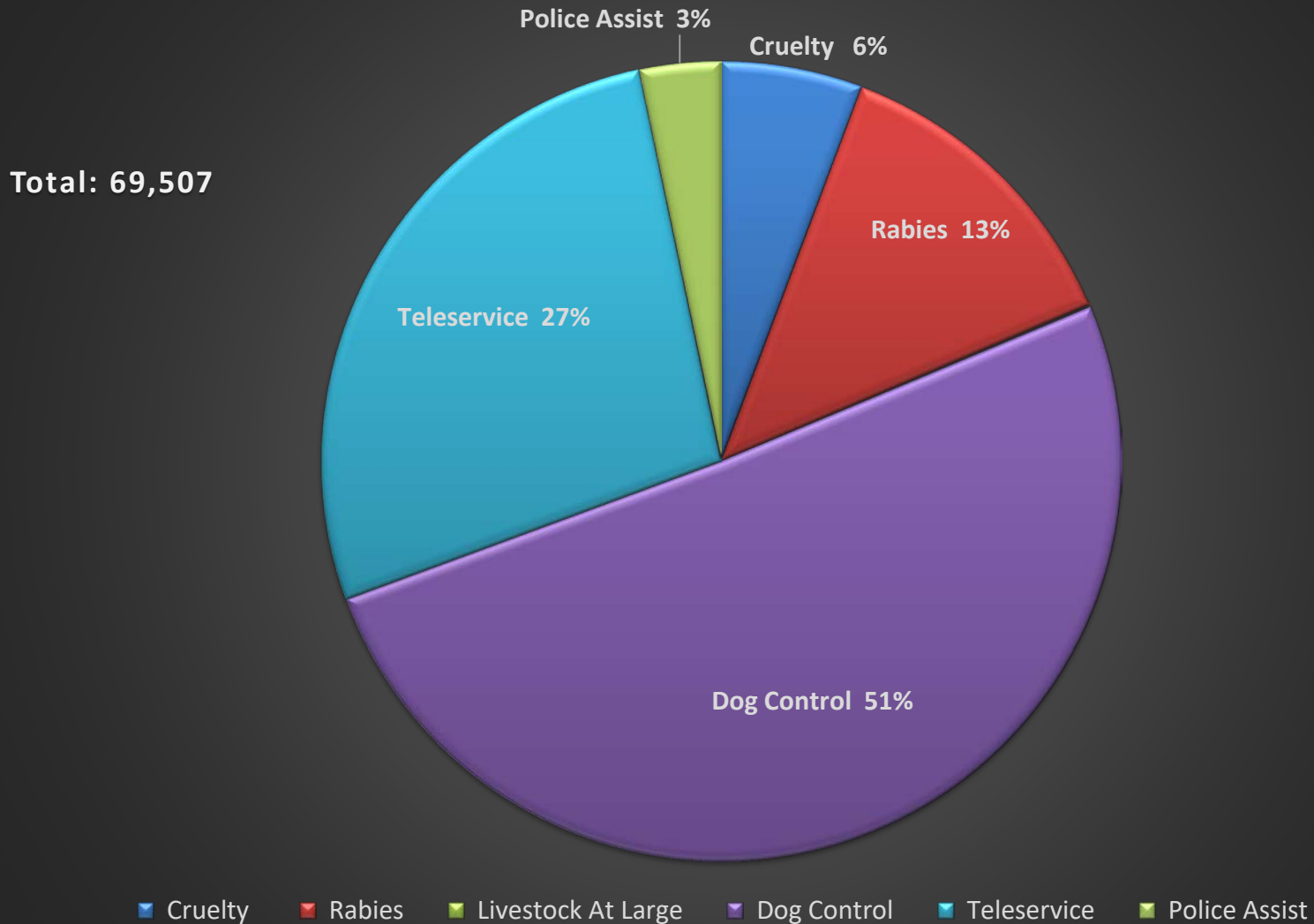
2019 CALLS FOR SERVICE BY LOCATION

Total: 20,650

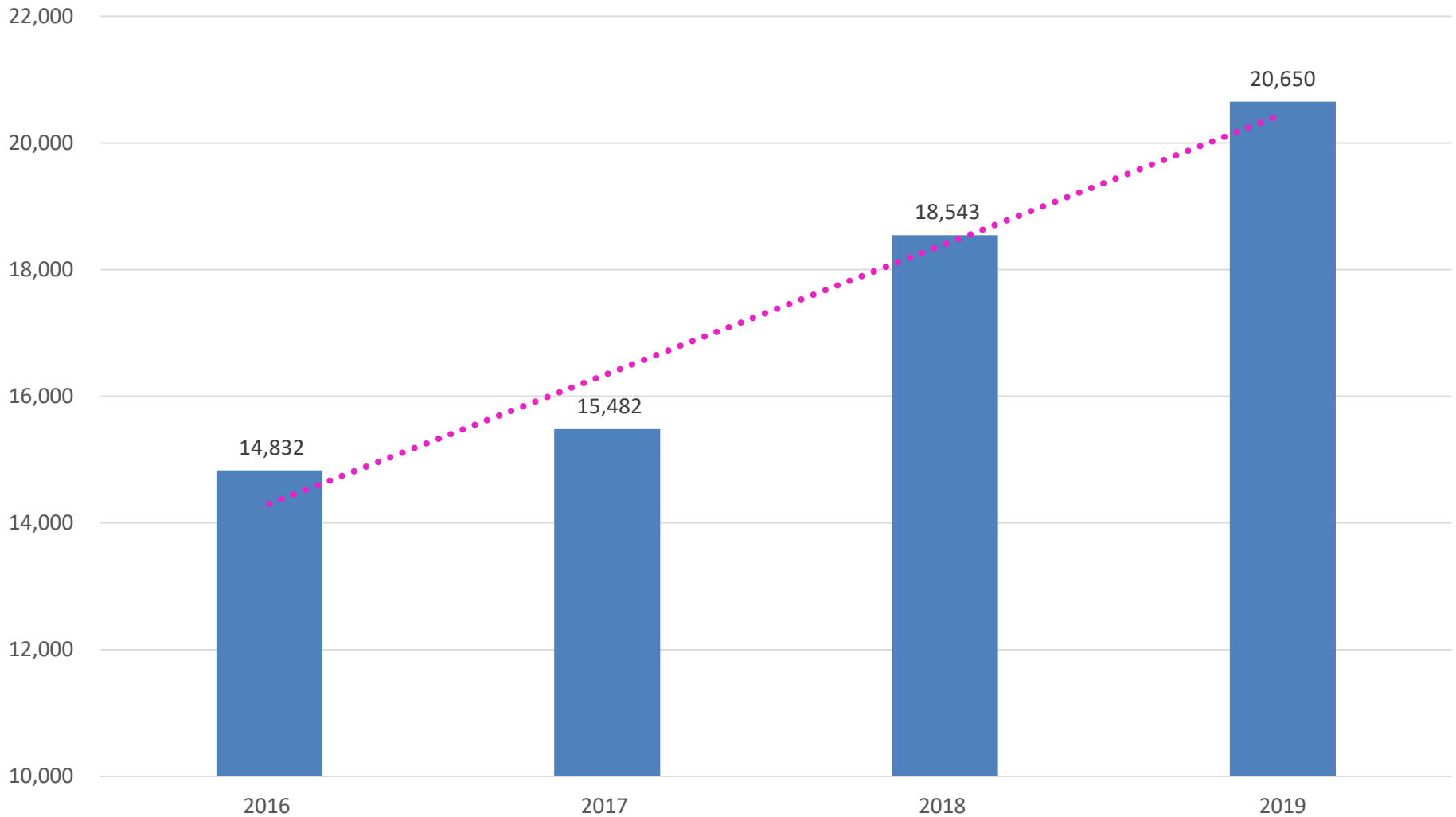


■ New Castle ■ Kent ■ Sussex ■ City of Wilmington

TOTAL CALLS FOR SERVICE BY TYPE 2016-2019

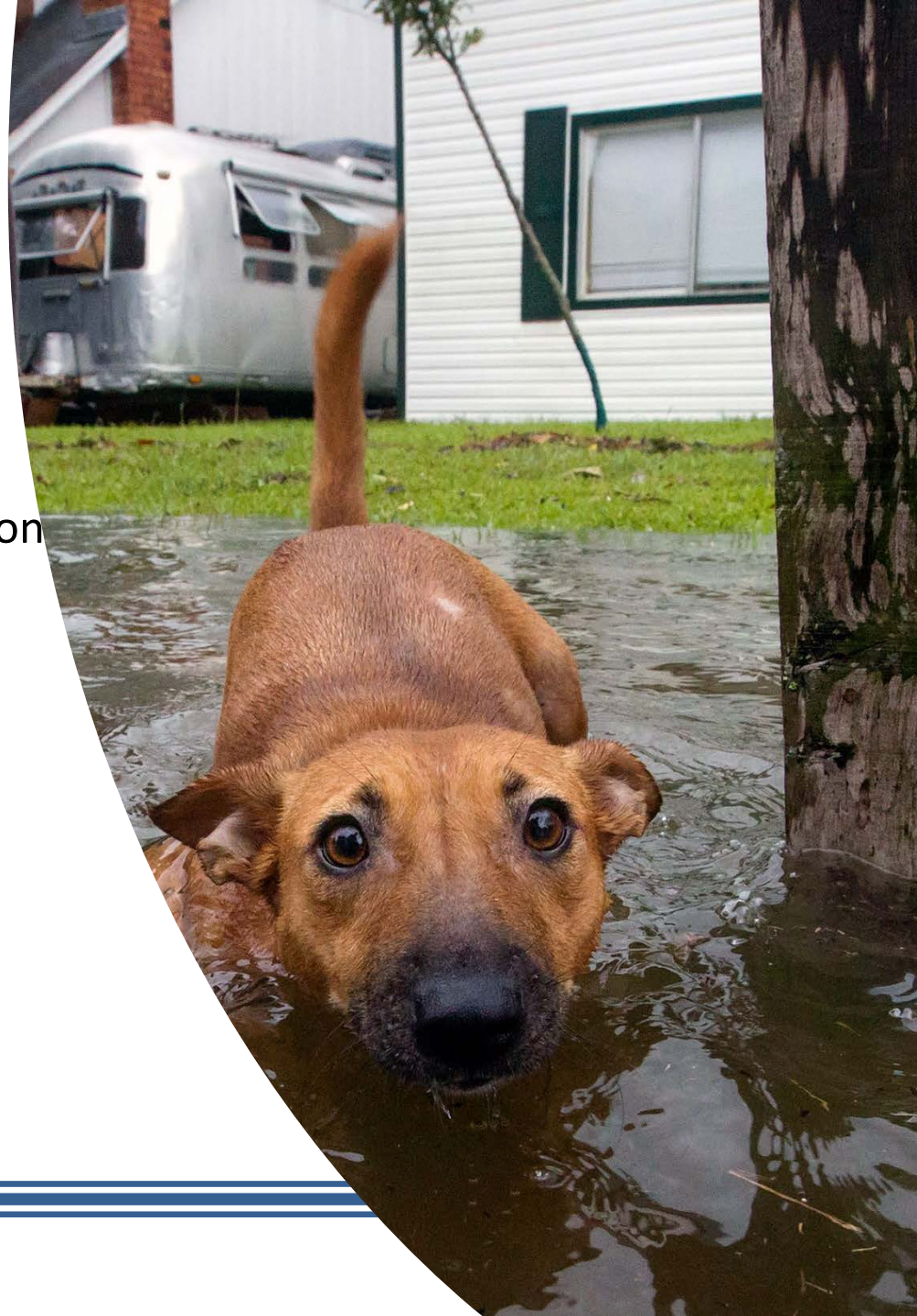


Statewide Calls For Service 2016-2019



Other Services

- Animal Welfare Officer Certification Program
- Cats - Seriously Endangered
- Disaster Response
- Constituent Relations/Conflict Resolution
- Legislative Initiatives – Public Safety, Animal Protection
- Lost & Found Pet Registry - *animalservices.delaware.gov*



Resource Website: www.AnimalServices.delaware.gov



Delaware Animal Services

Delaware Animal Services is a section of the Office of Animal Welfare that promotes and works to ensure the health and safety of animals, people and the community. Our lost and found service gives the public a centralized resource for reuniting people with their lost pets.



Is it me you're looking for?

Enter words that describe your lost pet.



All animals rescued by Animal Welfare Officers are posted to the new Lost and Found Pet Registry. The public can visit the registry to look for a lost pet or post a lost or found pet notification.

Shelter Services

- 🐾 Improved Sheltering Services through BVSPCA
 - 🐾 Shelter facility in every county
 - 🐾 Return to owner – over 60%
 - 🐾 Positive outcomes– 94% live release rate
 - 🐾 Length of Stay Avg: Dogs 15.5 days, Cats 18.3 days
 - 🐾 Additional Community Services:
 - Low-cost spay/neuter & wellness
 - Vaccine and microchip clinics
 - Pet food banks
 - Grants to keep pets with owners





Centralized Animal Control

How are we doing?

Does the statewide model work?

Accomplishments:

- Less confusion, dissatisfaction with services
- Equitable distribution of cost
- Better outcomes for animals, lost pets
- More services for residents
- Consistent enforcement statewide
- Increased professionalism, credibility
- Central office for concerns, questions
- Stability of State office vs. NPO



Centralized Animal Control

Risks/Challenges:

- Staffing
- Sheltering contract – Limited Competition

Feedback?

**Dog Control Fair Pricing Agreement
FY22-24**

DELAWARE POPULATION STATISTICS**

Jurisdiction	Population 2015	Population 2019	Population Increase	% Population Change	% of Total State Population
New Castle County*	451,014	455,072	4,058	0.90%	48.40%
Kent County	173,533	180,786	7,253	4.18%	19.23%
Sussex County	215,622	234,225	18,603	8.63%	24.91%
City of Wilmington	71,948	70,166	(1,782)	-2.48%	7.46%
TOTAL	912,117	940,249	28,132	3.08%	100%

* Does not include Cities of Newark or Wilmington.

** From US Census Bureau

Jurisdiction	FY21 Cost (Current)	Population 2019*	% of Total State Population	FY22 Add 3 Officers	Difference	FY23 + 2%	Difference	FY24 + 2%	Difference
New Castle County	\$ 1,607,178.71	455,072	48.40%	\$ 1,658,101	\$ 50,922	\$ 1,691,263	\$ 33,162	\$ 1,725,088	\$ 33,825
Kent County	\$ 618,381.15	180,786	19.23%	\$ 658,712	\$ 40,331	\$ 671,886	\$ 13,174	\$ 685,324	\$ 13,438
Sussex County	\$ 768,364.41	234,225	24.91%	\$ 853,422	\$ 85,058	\$ 870,491	\$ 17,068	\$ 887,901	\$ 17,410
City of Wilmington	\$ 256,384.72	70,166	7.46%	\$ 255,657	\$ (728)	\$ 260,770	\$ 5,113	\$ 265,985	\$ 5,215
TOTAL	\$ 3,250,308.99	940,249	100.00%	\$ 3,425,892	\$ 175,583	\$ 3,494,410	\$ 68,518	\$ 3,564,298	\$ 69,888

Per Capita rate =\$3.64

GINA A. JENNINGS, MBA, MPA
FINANCE DIRECTOR

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



Sussex County
DELAWARE
sussexcountype.gov

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable Mark G. Schaeffer

FROM: Gina A. Jennings
Finance Director/COO

DATE: March 5, 2021

RE: **BUDGET AMENDMENT ORDINANCE**

On February 9, 2021, Council introduced a budget ordinance that amends the Fiscal Year 2021 Budget to increase Realty Transfer Tax eligible expenditures. On March 9, 2021, there will be a public hearing on this ordinance.

As you may recall, the Fiscal Year 2021 Budget was adopted as a baseline budget with additional supplemental expenditures if certain building-related revenue metrics were met. These supplemental expenditures were authorized as of September 30th, and additional Realty Transfer Tax has been collected to allow another supplemental adjustment to the budget. As you know, Realty Transfer Tax can only be spent on certain items. These items include economic development, public safety, capital projects, infrastructure and debt reduction.

The additional expenditures in the introduced ordinance include:

1. Land acquisition for future EMS stations - \$1,000,000
2. Ambulances for the ambulance service - \$5,375,000
3. Additional funds for the ExciteSussex Loan Program - \$3,000,000

The introduced ordinance and the presentation that goes into further detail are attached for your review.

If these items are approved, I will then ask for Council's approval to enter into an agreement with Delaware Community Foundation to manage the Ambulance Grant Fund. A copy of the agreement is also attached.

Please contact me if you have any questions or concerns.

Attachments



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



Fiscal Year 2021 Budget Amendment

JULY 1, 2020 | JUNE 30, 2021



Budgeted Realty Transfer Tax Usage



Budgeted Realty Transfer Tax in Operations	\$22,500,000
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
Local Law Enforcement Grant	690,000
TOTAL	\$22,830,155

RTT funds “shall be expended solely for the capital and operating costs of public safety services, economic development programs, public works services, capital projects and improvements, infrastructure projects and improvements, and debt reduction.”



Realty Transfer Tax

Description (amounts as of 1/31/21)	Amount
Budget	\$13,125,000
Actual	\$33,300,000
Difference	\$20,175,000
Supplementals Enacted	\$8,000,000
Remaining amount over YTD Budget	\$12,175,000



Recommendation to Budget Additional RTT

- Land Acquisition for future EMS stations - \$1,000,000
- Ambulance Service - \$5,375,000
- Economic Development Loan Program - \$3,000,000



Ambulance Service Recommendation

- Each fire and ambulance company in Sussex County would have an account at Delaware Community Foundation (DCF) where they can purchase an ambulance (Council to execute agreement)
- The fund will be \$250,000 for each of the (21) companies with Carlisle getting \$125,000
- The funds will be turned over to DCF for the companies to access when needed; the County will serve as an ex-officio member on the account to ensure the funds are spent as intended



Why the Recommendation?

- One time expenditure
- Increase in RTT revenue = increase in calls for service
- At the end of 2020, the County and fire/ambulance companies entered into grant agreements where the companies are ensuring the taxpayer funds are being protected
- After reviewing financial statements, ambulance companies, without a fire service company supporting them, need financial assistance
- Buying an ambulance will help with the maintenance/operating costs going forward



ExciteSussex Loan Recommendation

- The County would add \$3,000,000 to the ExciteSussex Loan Fund
- Discover Bank would then match the County's funds 3 to 1; adding another \$9,000,000 to the loan fund managed by the National Development Council
- \$12,000,000 would be available for existing businesses with 10 to 500 employees that can show the funds will create or retain permanent, full-time jobs in Sussex County



Why the Recommendation?

- 3 to 1 match; \$3,000,000 = \$12,000,000
- Proven track record with the initial \$4,000,000

Project	Jobs Retained or Created	County Portion	Discover Bank/Grow America Fund Portion	Total Loan	Location
Project SEAL	25	\$246,250	\$738,750	\$985,000	Georgetown
Project LED	19	\$212,500	\$637,500	\$850,000	Georgetown
Project STOS	21	\$188,750	\$566,250	\$755,000	Seaford
Project Bark	66	\$352,500	\$1,057,500	\$1,410,000	Millsboro
Total	131	\$1,000,000 \$7,634/job	\$3,000,000 \$22,901/job	\$4,000,000 \$30,535/job	

- Helps retain businesses in Sussex County by having a low interest loan

The County's portion (25% of the entire loan) will be at 1%. The remaining 75% will be WSJ Prime + 1%. As of 2/4/21, WSJ Prime was 3.25%. Making the effective rate of the loan to be 3.44%

Ordinance

AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2021 TO INCORPORATE ADDITIONAL REALTY TRANSFER TAX REVENUE AND ALLOWABLE EXPENDITURES





COUNTY | DELAWARE

Fiscal Year 2021 Budget

AMENDMENT



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET FOR
FISCAL YEAR 2021 TO INCORPORATE ADDITIONAL REALTY TRANSFER TAX
REVENUE AND ALLOWABLE EXPENDITURES

WHEREAS, on June 23, 2020, the Sussex County Council adopted the Annual Operating Budget for Fiscal Year 2021; and

WHEREAS, the Sussex County Realty Transfer Tax Revenue has exceeded the approved budget amount; and

WHEREAS, to reflect revenues and expenditures and to be fiscally responsive to the needs of the citizens, the Sussex County Council desires to amend the Anticipated General Fund Revenues, the Anticipated General Fund Appropriations and the Anticipated Capital Project Fund Revenues and Expenditures in the Annual Operating Budget Ordinance for the Fiscal Year Ending June 30, 2021 as more fully set forth herein.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. The “Anticipated General Fund Revenues” for the Fiscal Year Ending June 30, 2021 set forth in the Annual Operating Budget Ordinance for the Fiscal Year 2021 is hereby amended by deleting the language in brackets and by adding the language in bold and underlined as follows:

	Amount Year Ending June 30, 2021
Revenues:	
Taxes	
Real Property - County	\$ 14,880,000
Real Property - Library	1,744,600
Realty Transfer	<u>31,875,000</u>
Fire Service	1,500,000
Lodging Tax	1,000,000
Penalties and Interest	62,396
Intergovernmental	
Federal Grants	
Emergency Operations	200,000
Housing and Urban Development	2,045,000
Payments in Lieu of Taxes	5,800
State Grants	
Paramedic	5,100,000
Local Emergency Planning Commission	70,000
Library	330,000

Charges for Services

Amount Year

**Ending
June 30, 2021**

Constitutional Office Fees		
Marriage Bureau		170,000
Recorder of Deeds		3,466,000
Recorder of Deeds - Maintenance		41,000
Recorder of Deeds - Town Realty Transfer Tax		70,000
Register of Wills		1,200,000
Sheriff		1,800,000
General Government Fees		
Building Permits & Zoning Fees		2,000,000
9-1-1 System Fee		559,630
Manufactured Home Placement Fee		130,000
Building Inspection Fees		1,640,000
Airport Operations/Economic Development		623,000
Miscellaneous Fees		61,000
Private Road Review & Inspection Fees		1,400,000
Miscellaneous Revenue		
Fines and Forfeits		60,000
Investment Income		764,200
Miscellaneous Revenues		199,000
Other Financing Sources		
Interfund Transfers In		70,000
Appropriated Reserve		2,200,000
Total Revenues	[\$65,891,626]	<u>\$ 75,266,626</u>

Section 2. The “Anticipated General Fund Appropriations” for the Fiscal Year Ending June 30, 2021 set forth in the Annual Operating Budget Ordinance for the Fiscal Year 2021 is hereby amended by deleting the language in brackets and by adding the language in bold and underlined as follows:

Expenditures	Amount Year Ending June 30, 2021
General Government	
County Council	\$ 703,284
Administration	493,180
Legal	550,000
Finance	2,123,542
Assessment	1,808,718
Building Code	1,228,352

Expenditures (continued)		Amount Year Ending June 30, 2021
General Government		
Mapping and Addressing		866,291
Human Resources & General Employment		826,191
Records Management		255,019
Facilities Management		2,254,424
Information Technology		1,892,013
Constable		1,329,912
Planning and Zoning		1,516,486
Paramedics		16,806,863
Emergency Preparedness		4,415,020
Engineering		
Engineering Administration		1,097,574
Public Works		384,091
Library		
Administration		736,820
Operations		2,604,818
Economic Development		
Economic Development		295,367
Safety and Security		520,595
Airport and Business Park		826,772
Community Development		2,590,233
Grant-in-aid	[\$16,050,136]	<u>24,425,136</u>
Constitutional Offices		
Marriage Bureau		226,345
Recorder of Deeds		992,363
Register of Wills		637,579
Sheriff		644,138
Other Financing Uses		
Transfers Out	[\$115,000]	<u>1,115,500</u>
Reserve for Contingencies		1,100,000
Total Expenditures	[\$65,891,626]	<u>\$ 75,266,626</u>

Section 3. The “Anticipated Capital Project Fund Revenues and Expenditures” for the Fiscal Year Ending June 30, 2021 set forth in the Annual Operating Budget Ordinance for the Fiscal Year 2021 is hereby amended by deleting the language in brackets and by adding the language in bold and underlined as follows:

Revenues and Other Financing Sources	Amount Year Ending June 30, 2021
Appropriated Reserves	\$ 9,230,000
Federal Grant	900,000
Investment Income (net)	20,000
State Grant	50,000
<u>Transfer In</u>	<u>1,000,000</u>
Total Revenues and Other Financing Sources [\$10,200,000]	\$ <u>11,200,000</u>

Expenditures:

Administrative	
Information Technology Infrastructure	750,000
Land Acquisition/Improvements	1,500,000
Airport and Business Park	
Stormwater Improvements	750,000
Airport Masterplan	400,000
Water Plant Improvements	100,000
Apron Expansion	300,000
Land Acquisition	750,000
RW 4-22 Taxiway B	300,000
Pavement Improvements	500,000
Business Park Improvements	1,250,000
Baltimore Avenue Connector	750,000
Public Safety	
Public Safety Building	1,000,000
Stations and Property Acquisition	<u>2,850,000</u>
	<u>[\$1,850,000]</u>
Total Capital Improvement Expenditures [\$10,200,000]	\$ <u>11,200,000</u>

Section 4. This Ordinance shall become effective immediately upon its adoption.

SYNOPSIS

This Ordinance amends Annual Operating Budget Ordinance for the Fiscal Year 2021 to incorporate additional Sussex County Realty Transfer Tax revenue and allowable expenditures by amending the Anticipated General Fund Revenues, the Anticipated General Fund Appropriations and the Anticipated Capital Project Fund Revenues and Expenditures in the Annual Operating Budget Ordinance for the Fiscal Year Ending June 30, 2021.

All new language is in bold and underlined. All deleted language is in brackets.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF
ORDINANCE NO. ADOPTED BY THE SUSSEX COUNTY COUNCIL ON THE TH DAY
OF 2021.

ROBIN A. GRIFFITH
CLERK OF THE COUNCIL

**Non-endowed Donor Advised Fund Agreement
Sussex County Ambulance Fund**

This agreement is made by and between Sussex County (the “Founding Organization”) and the Delaware Community Foundation, a Delaware nonprofit corporation (“the DCF”), to create a philanthropic and charitable fund. The parties agree as follows:

1. **Creation of the Fund.** The DCF receives and administers funds for various charitable, scientific and educational purposes. The Founding Organization desires to establish a charitable fund within the DCF to be known as the Sussex County Ambulance Fund (the “Fund”).
2. **Administration of the Fund.** The Fund shall be administered under the DCF’s Terms and Conditions for Component Funds (the “Terms”), which may be amended from time to time, and any governing documents and policies of the DCF as referenced within the Terms.
3. **Initial contribution.** The initial contribution to the Fund is \$5,375,000. The DCF may accept subsequent contributions to the DCF for the Fund from the Founding Organization or from any other person or organization. All money and other property transferred to the Fund shall be an irrevocable gift to the DCF.
4. **Purpose of the Fund.** The purpose of the Fund shall be for grants exclusively for charitable, scientific or educational objectives, subject to the purpose and intent of the DCF, applicable law and Internal Revenue Service regulation. The Fund is intended to provide grants only to organizations providing emergency services for Sussex County, including fire companies and ambulance services, to purchase, equip or refurbish ambulances (the “Purpose”).
5. **Fund Permanence.** The Fund is being established as a non-endowed fund of the DCF. The entire balance in the Fund will be available for distribution.
6. **Advisory Privileges.** The Founding Organization names its county administrator (currently Todd Lawson) and its finance director/chief operating officer (currently Gina Jennings) as the Grants Advisors.
7. **Succession Plan.** When all advisory privileges terminate, the DCF shall continue to make grants from the fund consistent with the Purpose.
8. **Investment Pool Selection.** The Founding Organization desires the balance in the Fund be invested in the Cash Pool.
9. **Cost of Administration.** The annual Administrative Fee for the Fund is set in accordance with the DCF’s published Administrative Fee Schedule, incorporated by reference. Any material changes to or unexpected activity related to the Fund may result in additional fees.
10. **Recognition of the Fund.** The DCF shall appropriately memorialize the Fund for as long as the Fund remains in existence. The Fund name and grants from the Fund may be disclosed in DCF print or electronic materials. All distributions from the Fund shall be identified to the recipient as provided through the Fund by name.

11. **Component Part.** The Fund shall be a component part of the DCF and nothing in this agreement shall affect the status of the DCF as an organization described in Section 501(c)(3) of the Internal Revenue Code (the "Code") and not a private foundation within the meaning of Section 509(a) of the Code. The Fund shall be operated and administered by the DCF in a manner consistent in all respects with the requirements of Section 4966 of the Code.
12. **Variance Power.** To protect funds from obsolescence and maintain the continuity of funds, all component funds are subject to the DCF's variance power, which provides the DCF's Board of Directors the power to modify any restriction or condition on the distribution of a fund if, in the sole judgment of the DCF, such restriction or condition becomes unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community served by the DCF.
13. **Delaware Law.** The Fund created by this agreement shall be subject to the DCF's Certificate of Incorporation and Bylaws, each as amended from time to time, consistent with Delaware law regarding fiduciary responsibilities and the preservation of the DCF's tax-exempt status, and administered under the laws of the State of Delaware. This agreement and its validity shall be governed by and construed in accordance with the laws of the State of Delaware.

By signing below, we acknowledge we have read and understand the attached Terms, incorporated by reference, and agree to all terms, conditions and fees described herein.

On behalf of Founding Organization

Todd Lawson
County Administrator

Date

Acceptance by the Delaware Community Foundation (EIN: 22-2804785)

Stuart Comstock-Gay
President and CEO
Delaware Community Foundation
PO Box 1636
100 W. 10th Street, Suite 115
Wilmington, DE 19899

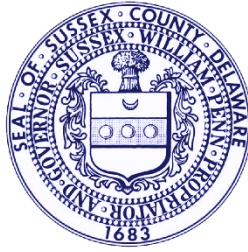
Date

Fund ID _____

Approval _____

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE
sussexcountype.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Douglas B. Hudson
The Honorable Cynthia Green
The Honorable Mark G. Schaeffer

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

RE: *Western Sussex Transmission Facilities,*
A. Contract 6, Project S20-35 - Close-out
B. Contract 4, Project S19-28 – Change Order No. 4

DATE: March 9, 2021

In February 2017, the municipal councils of Bridgeville and Greenwood requested investigation of an alternate County Sewer District based scenario. On August 22, 2017, County Council adopted a resolution establishing the Western Sussex Area of the Unified Sewer District pursuant to Title 9 Del. Code § 6501. 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 which was approved by the Water Infrastructure Advisory Council on July 21, 2020 in the form of "Loan Forgiveness".

On December 5, 2017, Council approved the GMB, LLC base contract in conjunction with Amendment No.1 in the amount of \$ 1,302,178.00 for engineering planning, design and construction phase services for the transmission facilities to convey wastewater from the Towns of Bridgeville and Greenwood to Seaford for treatment and disposal.

As part of the design, the Engineering Department, in cooperation with GMB, reviewed potential system inflow and infiltration sources with the objective to remove some under the



project, retaining as much treatment & transmission capacity as possible. Subsequently Council approval GMB's Amendment 2 for flow monitoring services on April 2, 2019 in the amount of \$25,000.00.

GMB's original fee estimate included 65 weeks of construction administration and inspection services. Due to the DelDOT required phasing of the project it has now an actual construction period of 80 weeks. On November 10, 2020 Council approved GMB's Amendment 3 in the amount of \$22,000.00 covering 15 more weeks of professional services.

The construction project has three (3) components; (i) transmission, (ii) treatment plant demolition / maintenance garage construction and (iii) the "green" Bridgeville Branch restoration project.

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 was awarded by Council on May 14, 2019. The balancing Change Order No. 2 was approved by County Council on June 28, 2020 together with granting of final project completion.
- Contract No.2 to Pact One LLC in the amount of \$2,063,255.00, for the gravity sewer upgrades was awarded by Council on May 14, 2019. The balancing Change Order No. 2 was approved by County Council on June 28, 2020 together with granting of final project completion.
- 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 was awarded by Council on January 7, 2020 and is now 98% complete.
- 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 was awarded by Council on November 12, 2019.

Construction of the southern pump station was substantially complete by the middle of July 2020. The construction of the northern components however encountered a groundwater contamination problem which, if remediated, would have cost in excess of \$250k. In addition, the Department discovered a construction sequencing issue involving the completion of the southern forcemain. In response to these challenges, the Engineering Department developed a value engineering approach detailed in Change Order No.1 in the not to exceed amount of \$40,045.00 which was approved by Council on June 2, 2020 in connection with a no cost time extension as well as a contract suspension period.

Contract No. 4 included RT-13 entrance improvements at the southern pump station which encountered unforeseen site conditions. In response, Council awarded Change Order No. 2 in the amount of \$22,642.78 on July 28, 2020.

On September 30, 2020 Zack's Excavating, Inc. encountered a previously unknown ductile iron pipe within the area of the deep excavation for the placement of the well structures. Zack's Excavating, Inc.'s effort to locate, abandon, and relocate the 8-inch main to match existing water distribution service levels amounted to \$11,101.94 while the compensation for standby time of the pile driving crane & specialized equipment amounted to \$21,542.25. The delay did not impact the critical path schedule and therefore no contractor overhead compensation for a time extension was included. On November 10, 2020 Council approved the associated Change Order No. 3 in the total amount of \$32,644.19 without time extension.

On February 3rd, 2021, Delmarva Power and Light contacted the Sussex County with an opportunity for net schedule and cost savings by adjusting the transformer type from pad mount to a pole mounted system. While this will decrease the charges from Delmarva Power and Light covered in allowance, A-1, it actually increases the work for Zack's Excavating Inc.'s electrical subcontractor by \$5,504.87. However, the coordination with DP&L did affect the critical schedule and caused a two week delay.

The Environmental Services team did additional assessments of the Heritage Shores Pump Station pre-existing conditions and recommended additional upgrades to the existing SCADA system to bring it up to the current county standard. This will exceed the estimated contract allowance by \$16,000.00.

Therefore, the Engineering Department recommends approval of Western Sussex Transmission Facilities, Contract 4, Change Order No. 4 in the amount of \$21,504.87 and the associated two week contract time extension.

The Invitations to Bid for the Western Sussex Transmission Facilities, Contract 6, Maintenance Garage/Office Building, Project S20-35 were advertised in May and on June 4, 2020, six (6) bids were received. On June 23, 2020 Council awarded GGI Builders, Inc. the base bid and the contingency unit price bid items in the overall amount of \$410,525.00.

During a walk-through by the Sussex County Information Technology team the need for cameras, as well as a junction box in the front of the building for the internet service provider was raised. The cost for this scope addition was priced at \$3,739.11.

The Environmental Services teams has determined that the vac-truck for the Western Sussex Area should be the oldest piece of equipment versus a new unit. Therefore, additional build out would be required of the interior wall. The cost for this scope addition was priced at \$5,654.88.

On December 8, 2020 County Council approved Change Order No.1 in the total amount of \$9,393.99 for Office/Garage Building, Project S20-35 modifications.

Western Sussex Transmission Facilities, Contract 6 Maintenance Garage/Office Building, Project S20-35 was substantially complete on December 4th, 2020, and the project was determined to be complete upon final inspection of punch list items on February 2, 2021. With no outstanding issues a balancing Change Order No. 2 in the credit amount of (\$19, 389.00) can be issued, bringing the final contract price to \$400,529.99.

The Engineering Department recommends Council's acceptance of Change Order No. 2 as well as the granting of final project completion for Contract No. 6.

Date of Issuance: 3/9/21
Owner: Sussex County
Contractor: Zack's Excavating, Inc.
Engineer: George, Miles & Buhr
Project: Western Sussex Transmission
Facilities: Contract 4: Pumping Stations

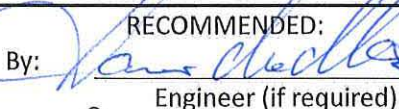
Effective Date: 3/9/21
Owner's Contract No.: S19-28
Contractor's Project No.:
Engineer's Project No.: R170219
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

DP&L transformer modification and SCADA System upgrades.

Attachments: Zack's work request dated 2/18/21.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 3,236,939.00	Original Contract Times: Substantial Completion: 9/17/20 Ready for Final Payment: 270 calendar days
Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ 95,331.97	Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : 130 calendar days Substantial Completion: 4/15/21 Ready for Final Payment: 400 calendar days
Contract Price prior to this Change Order: \$ 3,332,270.97	Contract Times prior to this Change Order: Substantial Completion: 4/15/21 Ready for Final Payment: 400 calendar days
Increase of this Change Order: \$21,504.87	Increase of this Change Order: 14 days Substantial Completion: 4/30/21 Ready for Final Payment: 414 calendar days
Contract Price incorporating this Change Order: \$3,353,775.84	Contract Times with all approved Change Orders: Substantial Completion: 4/30/21 Ready for Final Payment: 414 calendar days

RECOMMENDED:
By: 
Engineer (if required)

Title: County Engineer
Date: 3/4/21

Approved by Funding Agency (if applicable)

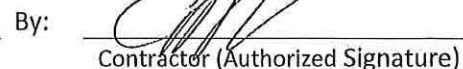
By: _____ Date: _____
Title: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Title _____
Date _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Title: Project Manager
Date: 3/4/2021

Zack Excavating, Inc.

2935 South Dupont Blvd
Smyrna, DE 19977



Office: (302) 223-6223

Fax: (302) 223-6531

February 18, 2021

Hans Medlarz
#2 The Circle
Georgetown DE 19947

RE: Extra work requested by the County for service change location

Hans,

As requested by the County, provide labor and equipment using Prevailing Wages to relocate service from pad mount transformer to pole mount transformer

Description	Quantity	Measurement	Unit Price	Total Price
Move services from pad mount to Pole Mount	1	LS	\$5,654.87	\$5,654.87
Credit for Concrete Pad	1	LS	(\$150.00)	(\$150.00)
			Total	\$5,504.87

Any questions please feel free to call

Respectfully,
Aaron Fibelkorn
Project Manager
Zack Excavating, Inc.
302-223-6223 (office)
302-387-901 (cell)

Date of Issuance: 3/9/21
Owner: Sussex County
Contractor: GGI Builders, Inc.
Engineer: George, Miles & Buhr
Project: Western Sussex Transmission
Facilities: Contract : Office/Garage Building

Effective Date: 3/9/21
Owner's Contract No.: S20-35
Contractor's Project No.:
Engineer's Project No.: R170219
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Final balancing of quantities.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 410,525.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ 120 calendar days
Increase from previously approved Change Orders No. 1 to No. <u>1</u> : \$9,393.99	Increase from previously approved Change Orders No. to No. ____: Substantial Completion: _____ Ready for Final Payment: _____
Contract Price prior to this Change Order: \$ 419,918.99	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____
Decrease of this Change Order: \$19,389.00	[Increase] [Decrease] of this Change Order: 0 days Substantial Completion: _____ Ready for Final Payment: _____
Contract Price incorporating this Change Order: \$ 400,529.99	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____

RECOMMENDED:
By: [Signature]
Engineer (if required)
Title: County Engineer
Date: 3/4/21

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: P. M.
Date: 3/4/2021

Approved by Funding Agency (if
applicable)

By: _____ Date: _____
Title: _____

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 853-5881



Sussex County

DELAWARE
sussexcountype.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Cynthia G. Green
The Honorable Douglas B. Hudson
The Honorable Mark G. Schaeffer

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

RE: ***South Coastal WRF Treatment Process Upgrade No.3 &
Rehoboth Beach WTP Capital Improvement Program, Phase 2
A. General Construction, Project C19-11 Change Orders No. 8 & 9***

DATE: March 9, 2021

Intergovernmental Background:

No changes since County Council approved the updated Agreement with the Town of Selbyville on November 10, 2020.

Professional Services Background:

No changes since County Council approved GHD, Inc's Amendment No. 20 on February 4, 2020.

Overall South Coastal Project Summary:

In summary, the South Coastal WRF Treatment Process Upgrade No.3 encompasses the following components and statuses:

- a. Effluent Forcemain Relocation/Replacement; Completed in 2019.
- b. Influent Forcemain Consolidation; Completed in May of 2020.
- c. Drainage Network Rerouting;
The construction was not included in the base bid. After cost comparison between the General Labor & Equipment Contract versus a change order under Ronca's general construction contract; Council awarded the stand alone



Change Order Request 554-001 to Ronca & Sons, Inc. in the amount of \$104,592.96 on March 10, 2020. The construction was completed in July 2020.

- d. General Construction Project C19-11; awarded on December 17, 2019 to M.F. Ronca & Sons, Inc.

On March 10, 2020 Council awarded Change Order No.1 in the net amount of \$97,294.31 for deletion of the record drawing requirement and the modification of the RBWTF influent forcemains.

On May 12, 2020 Council authorized credit Change Order No. 2 in the amount of (\$12,705.00) eliminating an explosion proof motor requirement.

On July 28, 2020 Council approved credit Change Order No. 3 in the combined amount (\$9,764.30) for use of surplus materials from other County projects.

Change Order No.4 in the amount of \$871,000.00 for the repairs of partial failures at the two City of Rehoboth's wastewater treatment plant oxidation ditch systems was also approved on July 28, 2020. Since then M.F. Ronca & Sons, Inc. completed steel framing repairs in the first oxidation ditch on a time & material basis. Data at this time indicates the total cost will be approximately \$10,500.00. This is in addition to the concrete repairs which are being conducted per the awarded contingent unit price schedules. Once complete they will be brought forward as a unit quantity adjustment change order. On December 15, 2020 Change Order No. 6 was approved for the steel framing repairs in an amount of \$10,500.00.

On September 22, 2020 Council approved Change Order No.5 in the combined amount of \$32,991.66 covering the aeration tank drain modifications and the headworks piping modifications at South Coastal. Since then, the Environmental Services Team has been considering how to contain a spill in the case of pipe damage.

GHD issued RFP-031 and M.F. Ronca & Sons, Inc. the installation of plug valves on each of the 12-inch recycle influent pipes to be connected to the existing Aeration Tank Nos. 1-4 and to the new Aeration Tank Nos. 7-8. On December 15, 2020, Change Order No. 7 was approved for said shut off valves in the amount of \$31,974.51.

The South Coastal Facility project scope includes a new aeration basin. It must be connected to the existing large diameter sludge return piping requiring a stop of forward flow. Currently the headworks are bypassed further restriction flow diversion options. In order to minimize the risk during the pipe connections M. F. Ronca has proposed a line stop

approach. Since they are gaining efficiency, they offered to only charge for the subcontractor work. The Engineering Department agrees that this is a win-win suggestion and recommends acceptance of Change order No. 8 in the amount of \$34,765.50.

During the past few weeks the Rehoboth Beach WTP oxidation ditch rehabilitation was receiving expansive attention including:

- Contingent Unit Price Concrete Repairs, Bid Items F-19 & F-20
- Steel Repairs authorized under Change Order No. 6
- Steel Coatings authorized as part of Change Order No. 4

In addition, approximately 33% of the leaking expansion joints have been repaired under a time & material approach at a cost to date of \$15,179.96. If extrapolated M.F. Ronca will be need \$45,600.00 to complete this repair task. Therefore, the Engineering Department is requesting Council's approval of Change Order No. 9 in the not to exceed amount of \$45,600.00 for the full completion of this task.

- e. Electrical Construction Project C19-17; awarded on December 17, 2019 to BW Electric, Inc.

On February 4, 2020 Council awarded Change Order No.1 in the credit amount of (\$759,374.80) mostly for changes to the conduit materials. A second credit change order was approved on March 10, 2020 in the amount of (\$6,800.00) for ductbank modifications.

On April 7, 2020 Council approved Change Order No.3 in the not to exceed amount of \$235,637.33 for DP&L requested changes to the utility power service entrance location at the RBWTP.

On May 12, 2020 Council authorized Change Order No.4 in the amount of \$11,350.00 for reconstruction of the original electrical equipment in South Coastal's sludge handling building electrical room accommodating a longer motor control center.

On July 28, 2020 Council approved Change Order No.5 in the combined amount of \$37,830.00 for the removal of an existing electrical handhole and duct bank and the modification of the duct bank between the DP&L utility switching pedestal and the transformer.

On September 22, 2020 Council approved Change Order No.6 in the amount of \$16,550.00 for the change of the sewer service for the Return Sludge Building No. 2 from a gravity drain to a pumped approach.

On September 22, 2020 Council approved Change Order No. 7 in the not to exceed amount of \$307,300.00 for the City of Rehoboth's oxidation ditch complete electrical equipment replacement. This change order had an allowance for sensor replacements which proved too low and required an

increase of \$6,582.80. Council approved the modification to Change Order No. 7 on November 10, 2020.

On November 10, 2020 Council approved Change Order No. 8 in the aggregate amount of \$2,249.00 covering RFP-027, RFP-028, RFP-029 & RFP-030. GHD has concluded that RFP-029 can be rescinded in its entirety. Therefore, the scope of work in the Sludge Building reverts to the Drawings, as modified by Change Order No. 4 associated with RFP-016.

On December 15, 2020, Council approved the modification reducing Change Order No. 8 by \$9,040.00 for a modified net total credit of (\$6,791.00).

On February 9, 2021 Council approved Change Order No. 9 in the aggregate amount of \$30,554.00 coffering RFPs-032 & 033. The first RFP provided upsized control panels, conduit and conductors associated with the two (2) Jet Mixing Pump VFDs while the second dealt with a modified temporary electrical feeder arrangement and a redirection of the medium voltage loop.

- f. Mobile Belt Filter Press; awarded on January 7, 2020 Council to Kershner Environmental Technologies. The unit was deployed at the Inland Bays RWF reducing legacy lagoon solids accumulation.
- g. DP&L expenses; on February 4, 2020 Council approved the electric utility service relocation contract.
- h. The Rehoboth Beach WTP was built on a municipal landfill and the design anticipated removal, but the actual amount trash encountered exceeded expectations. Therefore, Council approved a stand-alone purchase order to Melvin L. Joseph Construction Company, Inc. for material hauling & screening on July 14, 2020. The work is complete, and the screening was effective reducing the cost by over 60%.

The updated expenses associated with the South Coastal WRF Treatment Process Upgrade No.3 & Rehoboth Beach WTP Capital Improvement Program, Phase 2 are summarized in the attached spreadsheet.



***SUSSEX COUNTY
CHANGE ORDER REQUEST***

A. ADMINISTRATIVE:

1. Project Name: **SCRWF Treatment Process Upgrade No. 3 & RBWTP Capital Improvement Program, Phase 2 – General Construction**
2. Sussex County Project No. C19-11
3. Change Order No. 8
4. Date Change Order Initiated - 3/9/21
5.
 - a. Original Contract Sum \$39,526,400.00
 - b. Net Change by Previous Change Orders \$1,120,634.14
 - c. Contract Sum Prior to Change Order \$40,647,034.14
 - d. Requested Change \$34,765.50
 - e. Net Change (No. of days) 0
 - f. New Contract Amount \$40,681,799.64
6. Contact Person: Hans Medlarz, P.E.
Telephone No. (302) 855-7718

B. REASON FOR CHANGE ORDER (CHECK ONE)

- ☒ 1. Differing Site Conditions
- ☐ 2. Errors and Omissions in Construction Drawings and Specifications
- ☐ 3. Changes Instituted by Regulatory Requirements
- ☐ 4. Design Change
- ☐ 5. Overrun/Underrun in Quantity

— 6. Factors Affecting Time of Completion

_____ 7. Other (explain below):

C. BRIEF DESCRIPTION OF CHANGE ORDER:

Line stops for headworks bypass.

D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?

Yes _____ X _____ No _____

E. APPROVALS

1. M.F. Ronca & Sons, Inc., Contractor

Signature Date

Representative's Name in Block Letters

2. Sussex County Engineer

Signature Date

3. Sussex County Council President

Signature Date



TELEPHONE 610/759-5100
FACSIMILE 610/746-0974

CONTRACTORS

179 Mikron Road, Bethlehem, PA 18020

March 1, 2021

Mr. Steven Clark, P.E.
GHD
16701 Melford Boulevard, Suite 330
Bowie, MD 20715

Re: Sussex County
SCRWF-RBWWTP CIP Phase 2 Upgrades
Proposed Change Order Request No. 554-010
SCRWF RS Line Stops for Bypass Tie In

Dear Mr. Clark:

Please consider this writing to be Michael F. Ronca & Sons, Inc.'s formal change order request for performance of the above referenced work, in the amount of Thirty Four Thousand Seven Hundred Sixty Five Dollars and 50 Cents.....(\$34,765.50).

Enclosed for your review is a corresponding breakdown of costs.

Should this change order request be acceptable as provided, please prepare the appropriate change order documentation and forward the same to our office for further processing. Until then, should you have any questions, or require additional information, please do not hesitate to contact me.

Regards,

Scott Wachinski

Project Manger

cc: HO file 554
Hans M. Medlarz, P.E. – Sussex Co.
David A. Ronca – M.F. Ronca

Sussex County - SCRWF-RBWWTP CIP Phase 2 Upgrades

PCOR 554-010 SCRWF RS Line Stops for Bypass Tie In

3/1/2021

CHANGE ORDER SUMMARY

Item 1	Perform Line Stops on 18" & 8" Return Sludge Lines to Minimize Downtime Duration of Sludge Feed to Aeration Basins 1-4 per SCRWF/GHD Field Directive.
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Labor	\$0.00
Materials	\$0.00
Equipment	\$0.00
Subcontract	\$33,110.00
Subtotal	\$33,110.00
Contractor Overhead & Profit @ 15%	\$0.00
Contr. Overhead & Profit on Subcontr. @ 5%	\$1,655.50
Item Total	\$34,765.50
 Change Order Total	 \$34,765.50

Sussex County - SCRWF-RBWWTP CIP Phase 2 Upgrades

PCOR 554-010 SCRWF RS Line Stops for Bypass Tie In

3/1/2021

<u>Item</u>	<u>Description</u>						
Item 1	Perform Line Stops on 18" & 8" Return Sludge Lines to Minimize Downtime Duration of Sludge Feed to Aeration Basins 1-4 per SCRWF/GHD Field Directive.						
	Labor:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>		
				\$0.00	\$0.00	Labor Total:	\$0.00
	Materials:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>		
				\$0.00	\$0.00	Material Total:	\$0.00
	Equipment:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>		
				\$0.00	\$0.00	Equipment Total:	\$0.00
	Subcontract:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>		
	Line Stop Subcontractor - 18" DIP	1.00	LS	\$22,555.00	\$22,555.00		
	Line Stop Subcontractor - 8" DIP	1.00	LS	\$10,555.00	\$10,555.00	Subcontract Total:	\$33,110.00
						Item Total:	\$33,110.00

Fox Tapping, Inc.

1112 Nursery Road
Wrightsville, PA 17368

Telephone (717) 252-3908

Fax (717) 252-2982

mail@foxtapping.com

www.foxtapping.com

**QUOTATION**

Date 2/27/2021

Quotation # 2021-255

Attention:
M.F. Ronca & Sons, Inc.
179 Mikron Road
Bethlehem, PA 18020

Phone Number: 610-759-5100

Fax Number: 610-746-0974

Contact: Scott Wachinski 610-972-1355

Project Location:

WWTP

Bethany Beach, DE

swachinski@mfronca.com

This transmission contains 7 pages. If you cannot read the transmission or have not received the total number of pages, please contact us.

Qty	Description	Unit Price	Extended Price
1	<p>Labor/Equipment to install:</p> <p>1 - 18" line stop on 19.50 O.D. cip/dip sewer main 20 psi.</p> <p>1 - 18" x 2" equalization/blow tap</p> <p>Materials:</p> <p>1 - 18 x 12" line stop fitting 19.50 O.D. cip/dip water main 20 psi.</p> <p>1 - 18" x 2" tapping saddle and corporation stop</p> <p>Day 1 install fittings, make taps, Day 2 install line stops/remove line stop complete</p> <p>Equipment @ \$950.00 per each additional day per machine</p> <p>Additional Consecutive Daily Labor charge @ \$4,860.00 per each (1) day</p> <p>Additional mobilizations @ \$4,860.00 per each</p> <p>Pipe O.D. and line pressure must be confirmed</p> <p>Line Stop fitting must be encased in concrete by others.</p> <p>Cold weather freeze protection must be provided by others</p> <p>Week night/Saturday work add \$1,615.00 per each</p>	22,555.00	22,555.00

TO BE SUPPLIED BY CUSTOMER: (Refer to Exhibit "A")

<input checked="" type="checkbox"/> Safety Equipment	<input type="checkbox"/> Labor
<input checked="" type="checkbox"/> Excavation/Maintenance	<input type="checkbox"/> Welding
<input checked="" type="checkbox"/> Restraints	<input type="checkbox"/> Pressure Test
<input type="checkbox"/> Lifts/Ladders/Scaffolding	<input type="checkbox"/> Lights
<input type="checkbox"/> Lifting Service	<input type="checkbox"/> Studs, Nuts, & Gaskets
<input type="checkbox"/> 90 cfm/90 psi air source	<input type="checkbox"/> Blind Flange
<input type="checkbox"/> Electric Source	<input type="checkbox"/> Other _____

Subtotal

Sales Tax (0.0%)

Total

Fox Tapping, Inc.

1112 Nursery Road
Wrightsville, PA 17368

Telephone (717) 252-3908

Fax (717) 252-2982

mail@foxtapping.com

www.foxtapping.com

**QUOTATION**

Date 2/27/2021

Quotation # 2021-255

Attention:

M.F. Ronca & Sons, Inc.

179 Mikron Road

Bethlehem, PA 18020

Phone Number: 610-759-5100

Fax Number: 610-746-0974

Contact: Scott Wachinski 610-972-1355

Project Location:

WWTP

Bethany Beach, DE

swachinski@mfronca.com

This transmission contains 7 pages. If you cannot read the transmission or have not received the total number of pages, please contact us.

Qty	Description	Unit Price	Extended Price
	<p>Note: FHWA, EPA Buy America Compliance (AIS) must be identified by the purchaser at the time of quote and/or order entry of the materials. Quoted materials are not to be assumed AIS compliant unless so stated.</p> <p>NOTE: Without customer providing signature confirming the acceptance of our pricing and terms, Fox Tapping, Inc. cannot prepare or mobilize to the site. Quoted Monday thru Friday DAY TIME hours, TWO mobilizations and a maximum of 8 hours on site per mobilization. Delay time @ \$145.00 per man hour. Contractor must provide wage rates and blanket certified payroll sheets before the start of any work. There will be no deducts for less than stated hours per day. Week night/ Saturday work add \$1,615.00 per each. OCIP/CCIP projects will be at additional cost. Off site drug testing will be at additional cost. Wage Rate projects are subject to additional cost if the rates are not received before the project is quoted.</p>		

TO BE SUPPLIED BY CUSTOMER: (Refer to Exhibit "A")

<input checked="" type="checkbox"/> Safety Equipment	<input type="checkbox"/> Labor
<input checked="" type="checkbox"/> Excavation/Maintenance	<input type="checkbox"/> Welding
<input checked="" type="checkbox"/> Restraints	<input type="checkbox"/> Pressure Test
<input type="checkbox"/> Lifts/Ladders/Scaffolding	<input type="checkbox"/> Lights
<input type="checkbox"/> Lifting Service	<input type="checkbox"/> Studs, Nuts, & Gaskets
<input type="checkbox"/> 90 cfm/90 psi air source	<input type="checkbox"/> Blind Flange
<input type="checkbox"/> Electric Source	<input type="checkbox"/> Other _____

Subtotal \$22,555.00

Sales Tax (0.0%) \$0.00

Total \$22,555.00

This quotation is subject to the Fox Tapping, Inc. terms and conditions, which follow or have been provided to you, and is valid for thirty (30) days.

Fox Tapping, Inc.
1112 Nursery Road, Wrightsville, PA 17368
Telephone (717) 252-3908
Fax (717) 252-2982

TERMS AND CONDITIONS

Fox Tapping, Inc. ("Fox") agrees to provide services and materials (the "Services") for the Project per the attached Quotation subject to the following terms and conditions:

- 1) **Accurate Information.** The Quotation was based upon information provided by the Customer. The prices quoted are based upon the quantities, sizes, and operating conditions provided by Customer, and any changes in them will require revision to the Quotation to reflect those differences.
- 2) **Payment.** Payment in full is expected upon completion of the Services provided by Fox, net thirty (30) days. A charge for interest of 1.5% percent of the amount past due will be added to all invoices not paid within thirty (30) days. There shall be no retention of payment. Fox reserves the right to issue partial billing based on work progress. Any disputes regarding invoices should be presented to Fox within ten (10) days of receipt; otherwise, the invoices will be deemed valid and the payment requested shall be considered due and owing. If Fox is required to take any action, including but not limited to filing a collection action, to collect monies due and owing, then Fox shall be entitled to recover all costs incurred, including all court costs, discovery costs, execution and sheriff's fees, legal expenses and reasonable attorney's fees.
- 3) **Taxes.** Customer shall be responsible for payment of any and all sales, use, or similar taxes that result from the Services. If a customer is tax exempt, Customer must provide Fox with a Tax Exempt Certificate before the work is authorized.
- 4) **Credit.** Any credit requested by Customer is subject to approval by the Fox Credit Manager.
- 5) **Mobilization.** Fox will not prepare to mobilize or order materials for a project until Customer provides a signature confirming the acceptance to the terms and conditions attached, including Exhibit "A".
- 6) **Scheduling/Cancellation.** If Services are rescheduled or canceled because of the Customer, then Fox shall be entitled to recover all costs and expenses incurred when preparing to provide the Services for that Project, including but not limited to, the cost of any specially-manufactured/ordered materials.
- 7) **Indemnification.** The Customer and Fox shall indemnify and hold harmless the other, their officers, directors, agents, and employees from all claims, demands, and cause of action, including defense costs, for personal injury, death, and direct loss of or damage to property to the extent caused by the gross negligence or willful misconduct of the indemnifying party. Under no circumstances, whether based upon contract, tort (including negligence), strict liability, or otherwise, and whether arising before or after completion of the Services, shall Fox be liable to Customer (or any party for whom Customer is facilitating the provision of the Services) for losses or damages caused by the unavailability of the facilities upon which the Services are being provided (including, but not limited to the unavailability of the plant, plant shutdowns, or service interruptions), including, but not limited to, loss of use, profits, revenue, inventory or claims of third parties, or special, consequential or penal damages of any nature. Fox shall have no responsibility for losses in excess of its liability insurance coverage.
- 8) **Disputes.** Should any disputes arise pursuant to this Quotation, the Terms and Conditions, or the Agreement established between the parties, then the dispute shall be brought before a court of competent jurisdiction in York County, Pennsylvania, and the parties submit to exclusive jurisdiction of those Courts. Pennsylvania law will govern.

Intending to be legally bound, Customer requests that Fox Tapping, Inc. performs the Services described in the Quotation pursuant to the Terms and Conditions above.

Customer Signature

Date

Print Name

Title

Company Name

Accepted and Agreed by Fox Tapping, Inc.

Name and Title

Date

Exhibit "A"

CUSTOMER TO SUPPLY

Customer is responsible to provide the following:

- a) **Safe Working Conditions.** Customer shall maintain safe working conditions for the duration of the Services. All work below grade shall require OSHA approved excavations, and where necessary, proper sheeting, shoring, gravel base and dewatering to maintain a reasonably dry trench, hole maintenance (pumps), barricades and traffic control. All work above grade will require OSHA approved scaffolding, ladders, lifts, and other devices as may be required.
- b) Customer should immediately notify Fox of any unusual/change to site conditions that may affect the performance of the Services so any additional preparation required by Fox may occur.
- c) **Assistance.** Customer will supply a minimum of two (2) labors/riggers/fitters to assist Fox for the duration of the Services.
- d) **Lifts.** Customer will supply suitable lifting services.
- e) **Air Pressure.** Customer shall provide an air compressor or plant air with a minimum output of 90 psi at 90 cfm, along with an airline.
- f) **120 AC13 Amp grounded electrical source & cord** typically needed for small taps.
- g) **Fitting and Pipe Supports/Restraints.** In accordance with appropriate engineering practices, the Customer shall provide fitting and pipe supports/restraints.
- h) **Lighting.** If Services are performed during non-daylight conditions, Customer will provide proper lighting.
- i) When temperatures and conditions warrant, freeze protection for our equipment and fittings such as insulating/concrete blankets, a heat trace, portable heaters, etc...must be supplied.
- j) **Permits/License/Inspection Fees.** Customer shall obtain and pay for all necessary permits, licenses, and inspection fees.
- k) Customer shall make all necessary trade union arrangements. Fox technicians are unaffiliated.
- l) **Pipeline.** Customer shall provided the exact dimensions of pipe required, including outside and inside diameter, wall thickness, manufacturer, and type of pipe. Customer shall confirm the pipeline operating and design pressure, temperature, and contents, including any hazardous substances.
- m) **Other Materials** including tapping sleeves, tapping valves, and valve boxes. Valves for tapping must be full port valves with no seat ring lugs; the valve bore must be concentric with the flange bolt circle diameter.
- n) **Pipe cleaning.** Customer shall be responsible for preparing the pipe surface for installation of materials to be installed by Fox.
- o) A nitrogen purge may be required when working on flammable products and/or when a positive pressure barrier is desired to minimize product infiltration into the tap and/or stop assembly.
- p) **For Steel Pipes Only.** The Customer must provide field welding when welded tap or line stop fittings are used. Internal diameter welding of the tapping or line stop nozzle is not permitted. Should internal diameter welding exist, Fox will use undersize shell cutters to perform the tap to prevent subsequent nozzle and equipment damage. There will be an additional charge for supplying undersize cutters if Fox is not notified of the internal diameter weld presence prior to leaving for the job site.
- q) **WET/HOT/PRESSURE TAPS:** Flow rates in excess of 8 feet per second on liquid lines or 30 feet per second on gas or vapor lines may require special tapping equipment and/or procedures.
- r) **LINE STOPS:** Flow rates in excess of 1 foot per second for single line stops or 2.5 feet per second for dual line stops may require special equipment and/or procedures. Please consult your Fox representative if flow rates may be exceeded during the tapping and/or line stopping operations.

Please contact Fox Tapping, Inc. to review the specific requirements for your project.

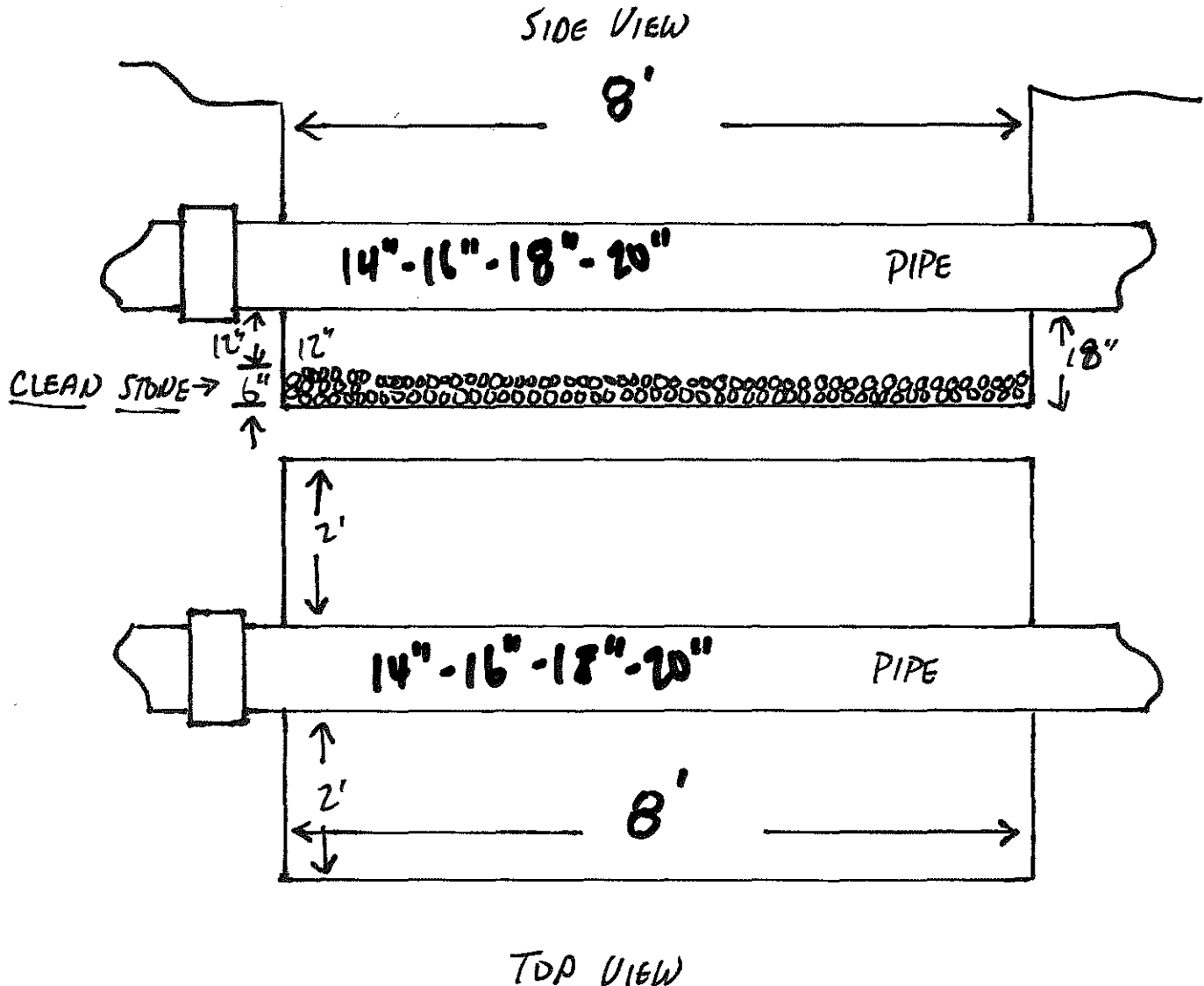
PROCEDURE FOR LINE STOPS

1. Customer to provide verification of the exact pipe O.D., size, wall thickness and material prior to Fox ordering the line stop fitting.
2. Order line stop fitting per the dimension information provided by the client.
Note: The line stop fittings include a completion plug for removal of the sandwich valves and equipment at completion of job. Each of these fittings also includes a complete blind flange kit for final closure.
3. Upon request of the client, Fox can advise the client regarding installation of the line stop fittings and support that will be required for Fox's equipment. If thrust blocking is required, it will need to be designed by others.
4. Fox will install all line stop fittings and pressure test each fitting.
5. After successfully testing each fitting the client must pour concrete around each fitting for support of Fox's equipment (and thrust blocking, if necessary). The line stop application will either begin immediately after the concrete blocks cure or will be scheduled to begin at a later date.
6. Fox will proceed with each of the line stops as follows:
 - a. The client, with guidance by Fox, will mount sandwich valve(s) on the stop.
 - b. The client, again with guidance by Fox, will mount the tapping machine on the sandwich valve(s), one at a time.
 - c. Fox will then hot tap the line through the sandwich valve, one at a time, and retract the cutter and close the sandwich valve.
 - d. The client, with guidance by Fox, will remove the tapping machine and mount the line stop machine(s).
 - e. Fox will open the sandwich valve(s) and insert the line stop head(s).
 - f. After Fox confirms that there is a workable seal, the client will drain the line and perform their work.
Note: Fox cannot guarantee a 100% shutdown, the customer needs to be prepared to work with a small amount of leakage.
 - g. After the client completes their work, Fox will retract the line stop head and close the sandwich valve.
 - h. The client, with guidance by Fox, will remove the line stop machine(s) and mount the completion machine for setting the completion plug(s).
 - i. Fox will set a completion plug in each of the line stop fittings.
 - j. The client, with guidance by Fox, will remove the remaining equipment and install the blind flange(s) on the line stop fitting(s) completing the application.

Fox Tapping, Inc.

1112 Nursery Road, Wrightsville, PA 17368
Telephone (717) 252-3908 Fax (717) 252-2982

LINE STOP TRENCH



TRENCHES DEEPER THAN 5' MUST HAVE SHORING!

Fox Tapping, Inc.

1112 Nursery Road
Wrightsville, PA 17368

Telephone (717) 252-3908

Fax (717) 252-2982

mail@foxtapping.com



www.foxtapping.com

QUOTATION

Date 2/27/2021

Quotation # 2021-256

Attention:
M.F. Ronca & Sons, Inc.
179 Mikron Road
Bethlehem, PA 18020

Phone Number: 610-759-5100

Fax Number: 610-746-0974

Contact: Scott Wachinski 610-972-1355

Project Location:

WWTP

Bethany Beach, DE

swachinski@mfronca.com

This transmission contains 7 pages. If you cannot read the transmission or have not received the total number of pages, please contact us.

Qty	Description	Unit Price	Extended Price
1	<p>Labor/Equipment:</p> <p>1 - 8" line stop on 9.05 O.D. cip/dip sewer main 20 psi.</p> <p>1 - 8" x 1" equalization/blow down tap</p> <p>Materials:</p> <p>1 - 8" line stop fitting</p> <p>1 - 8" x 1" tapping saddle/corporation stop</p> <p>Day 1 install fittings, make taps, install line stop and remove complete Equipment @ \$615.00 per each additional day per machine</p> <p>Note: FHWA, EPA Buy America Compliance (AIS) must be identified by the purchaser at the time of quote and/or order entry of the materials. Quoted materials are not to be assumed AIS compliant unless so stated.</p> <p>NOTE: Without customer providing signature confirming the acceptance of our pricing and terms, Fox Tapping, Inc. cannot prepare or mobilize to the site. Quoted Monday thru Friday daytime hours, ONE mobilizations and a maximum of 8 hours on site per mobilization.</p>	10,522.00	10,522.00

TO BE SUPPLIED BY CUSTOMER: (Refer to Exhibit "A")

<input checked="" type="checkbox"/> Safety Equipment	<input type="checkbox"/> Labor
<input checked="" type="checkbox"/> Excavation/Maintenance	<input type="checkbox"/> Welding
<input checked="" type="checkbox"/> Restraints	<input type="checkbox"/> Pressure Test
<input type="checkbox"/> Lifts/Ladders/Scaffolding	<input type="checkbox"/> Lights
<input type="checkbox"/> Lifting Service	<input type="checkbox"/> Studs, Nuts, & Gaskets
<input type="checkbox"/> 90 cfm/90 psi air source	<input type="checkbox"/> Blind Flange
<input type="checkbox"/> Electric Source	<input type="checkbox"/> Other _____

Subtotal

Sales Tax (6.0%)

Total

Fox Tapping, Inc.

1112 Nursery Road
Wrightsville, PA 17368

Telephone (717) 252-3908

Fax (717) 252-2982

mail@foxtapping.com



www.foxtapping.com

QUOTATION

Date	2/27/2021
Quotation #	2021-256

Attention:
M.F. Ronca & Sons, Inc.
179 Mikron Road
Bethlehem, PA 18020

Phone Number: 610-759-5100
Fax Number: 610-746-0974

Contact: Scott Wachinski 610-972-1355

Project Location:

WWTP

Bethany Beach, DE

swachinski@mfronca.com

This transmission contains 7 pages. If you cannot read the transmission or have not received the total number of pages, please contact us.

Qty	Description	Unit Price	Extended Price
	<p>Delay time @ \$145.00 per man hour. Contractor must provide wage rates and blanket certified payroll sheets before the start of any work. There will be no deducts for less than stated hours per day. Night work/Saturday work add \$1,615.00 per mobilization. Additional mobilizations @ \$4,860.00 per each</p> <p>OCIP/CCIP projects will be at additional cost. Off site drug testing will be at additional cost. Wage Rate projects are subject to additional cost if the rates are not received before the project is quoted.</p>		

TO BE SUPPLIED BY CUSTOMER: (Refer to Exhibit "A")			
<input checked="" type="checkbox"/>	Safety Equipment	<input type="checkbox"/>	Labor
<input checked="" type="checkbox"/>	Excavation/Maintenance	<input type="checkbox"/>	Welding
<input checked="" type="checkbox"/>	Restraints	<input type="checkbox"/>	Pressure Test
<input type="checkbox"/>	Lifts/Ladders/Scaffolding	<input type="checkbox"/>	Lights
<input type="checkbox"/>	Lifting Service	<input type="checkbox"/>	Studs, Nuts, & Gaskets
<input type="checkbox"/>	90 cfm/90 psi air source	<input type="checkbox"/>	Blind Flange
<input type="checkbox"/>	Electric Source	<input type="checkbox"/>	Other _____

Subtotal \$10,522.00

Sales Tax (6.0%) \$0.00

Total \$10,522.00

This quotation is subject to the Fox Tapping, Inc. terms and conditions, which follow or have been provided to you, and is valid for thirty (30) days.

Fox Tapping, Inc.
1112 Nursery Road, Wrightsville, PA 17368
Telephone (717) 252-3908
Fax (717) 252-2982

TERMS AND CONDITIONS

Fox Tapping, Inc. ("Fox") agrees to provide services and materials (the "Services") for the Project per the attached Quotation subject to the following terms and conditions:

- 1) **Accurate Information.** The Quotation was based upon information provided by the Customer. The prices quoted are based upon the quantities, sizes, and operating conditions provided by Customer, and any changes in them will require revision to the Quotation to reflect those differences.
- 2) **Payment.** Payment in full is expected upon completion of the Services provided by Fox, net thirty (30) days. A charge for interest of 1.5% percent of the amount past due will be added to all invoices not paid within thirty (30) days. There shall be no retention of payment. Fox reserves the right to issue partial billing based on work progress. Any disputes regarding invoices should be presented to Fox within ten (10) days of receipt; otherwise, the invoices will be deemed valid and the payment requested shall be considered due and owing. If Fox is required to take any action, including but not limited to filing a collection action, to collect monies due and owing, then Fox shall be entitled to recover all costs incurred, including all court costs, discovery costs, execution and sheriff's fees, legal expenses and reasonable attorney's fees.
- 3) **Taxes.** Customer shall be responsible for payment of any and all sales, use, or similar taxes that result from the Services. If a customer is tax exempt, Customer must provide Fox with a Tax Exempt Certificate before the work is authorized.
- 4) **Credit.** Any credit requested by Customer is subject to approval by the Fox Credit Manager.
- 5) **Mobilization.** Fox will not prepare to mobilize or order materials for a project until Customer provides a signature confirming the acceptance to the terms and conditions attached, including Exhibit "A".
- 6) **Scheduling/Cancellation.** If Services are rescheduled or canceled because of the Customer, then Fox shall be entitled to recover all costs and expenses incurred when preparing to provide the Services for that Project, including but not limited to, the cost of any specially-manufactured/ordered materials.
- 7) **Indemnification.** The Customer and Fox shall indemnify and hold harmless the other, their officers, directors, agents, and employees from all claims, demands, and cause of action, including defense costs, for personal injury, death, and direct loss of or damage to property to the extent caused by the gross negligence or willful misconduct of the indemnifying party. Under no circumstances, whether based upon contract, tort (including negligence), strict liability, or otherwise, and whether arising before or after completion of the Services, shall Fox be liable to Customer (or any party for whom Customer is facilitating the provision of the Services) for losses or damages caused by the unavailability of the facilities upon which the Services are being provided (including, but not limited to the unavailability of the plant, plant shutdowns, or service interruptions), including, but not limited to, loss of use, profits, revenue, inventory or claims of third parties, or special, consequential or penal damages of any nature. Fox shall have no responsibility for losses in excess of its liability insurance coverage.
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Customer Signature

Date

Print Name

Title

Company Name

Accepted and Agreed by Fox Tapping, Inc.

Name and Title

Date

Exhibit "A"

CUSTOMER TO SUPPLY

Customer is responsible to provide the following:

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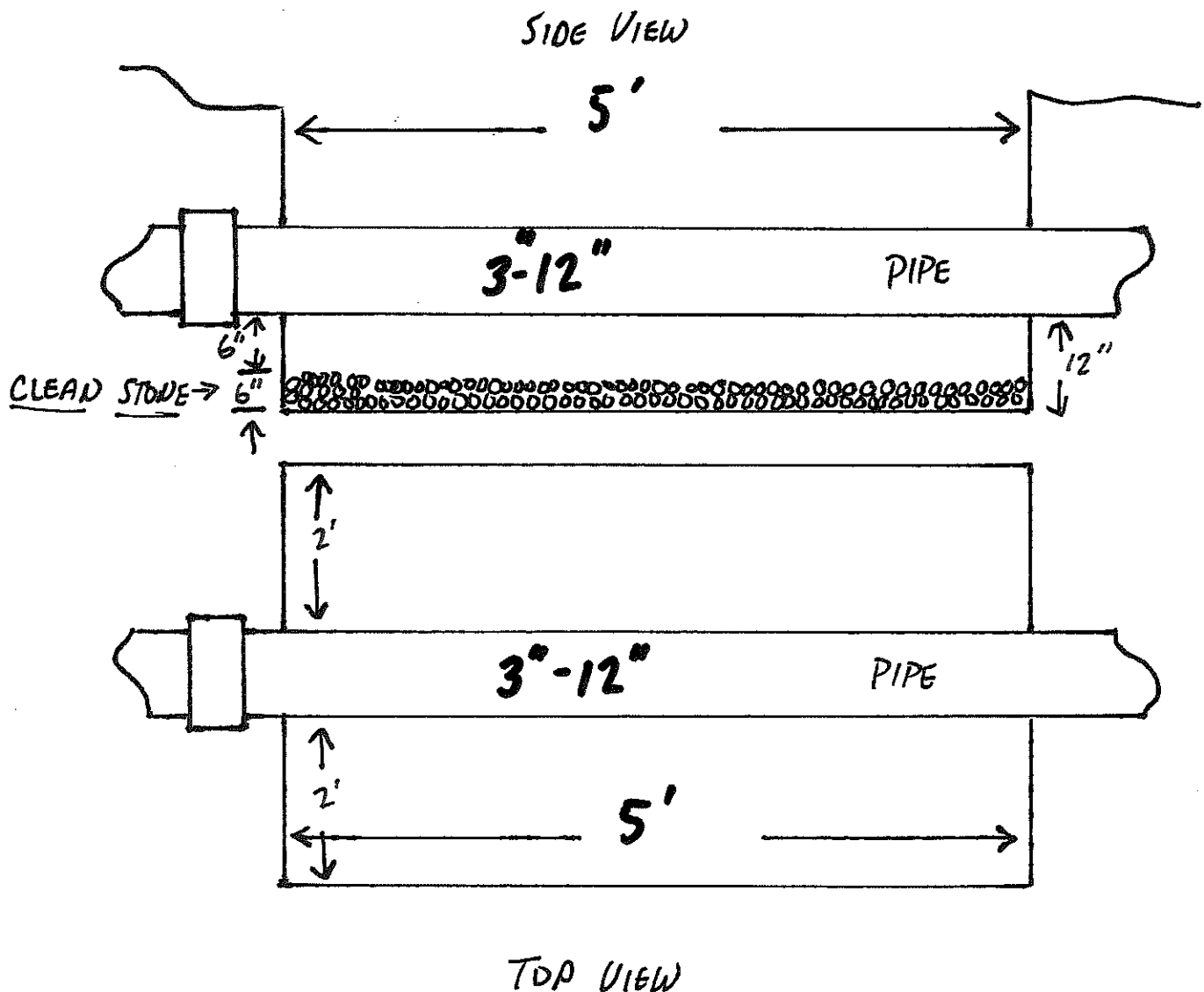
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Note: Fox cannot guarantee a 100% shutdown, the customer needs to be prepared to work with a small amount of leakage.
 - g. After the client completes their work, Fox will retract the line stop head and close the sandwich valve.
 - h. The client, with guidance by Fox, will remove the line stop machine(s) and mount the completion machine for setting the completion plug(s).
 - i. Fox will set a completion plug in each of the line stop fittings.
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Fox Tapping, Inc.

1112 Nursery Road, Wrightsville, PA 17368
Telephone (717) 252-3908 Fax (717) 252-2982

LINE STOP TRENCH



TRENCHES DEEPER THAN 5' MUST HAVE SHORING !



Project Rehoboth Beach STP #2026-2
Project Address 20573 Roosevelt Street
Date Thursday, February 25th, 2021

Created By Zakianny Maldonado
Created Thursday, February 25th, 2021
Modified Thursday, February 25th, 2021

Time & Material - 2026 Rehoboth Beach STP

Structure Oxidation Ditch T-2B	
Type of Work Leaking water stop repairs at construction joints	
Description of Work Cleaning up sika off cracks and covering ports	
Type of Material Used Sika hi mod 31	Quantity of Material Used 1 kit
Type of Material Used	Quantity of Material Used
Type of Material Used	Quantity of Material Used
Type of Material Used	Quantity of Material Used
Type of Equipment Used	Hours Equipment Used
Type of Equipment Used	Hours Equipment Used
Type of Equipment Used	Hours Equipment Used
Employee Name Walter matamoros	Employee Hours 4
Employee Name Zakianny maldonado	Employee Hours 4
Employee Name	Employee Hours
Employee Name	Employee Hours

Signature - Sahr Sonny Junisa/GHD

Sahr Sonny Junisa

Signature Date 2021-02-25



TB Philly, Inc.
400 Thoms Drive -- Suite 411
Phoenixville, PA 19460
(610) 482-6000

SALES ORDER

P72.F17

Order Number: 0423083
Order Date: 1/6/2021
Ship Date: 1/11/2021

Salesperson: JG

Customer Number: UIP0101

Sold To:

UNIVERSAL INDUSTRIAL PAINTING
3810 DRANE FIELD ROAD
Lakeland, FL 33811

Ship To:

UNIVERSAL INDUSTRIAL PAINTING
20573 ROOSEVELT ST.
ZAK: 717-466-3772
Rehoboth Beach, DE 19971

NT

Order Placed By:

George

Job Name: 2026 REHOBOTH BEACH STP

Customer P.O.		Ship VIA	F.O.B.		Terms		
Pending		WC			NET 30 DAYS		
Item Number	Part #	Unit	Ordered	Shipped	Back Order	Price	Amount
070703		PAIL	2.00	0.00	0.00	377.0000	754.00
	SIKAFIX HH HYDROPHILIC (5 GALLON PAIL)			000			
090605		BOX	2.00	0.00	0.00	260.0000	520.00
	PRIME RESINS 5/8 MECHANICAL PACKER PLUS (AC 625-1) (100 / BOX)			000			
070605		KIT	1.00	0.00	0.00	176.0000	176.00
	SIKADUR 31 HI-MOD GEL 3 GALLON KIT			000			
070682		PAIL	2.00	0.00	0.00	268.0000	536.00
	SIKAFIX PUMP FLUSH (5 GALLON)			000			

Net Order:	1,986.00
Sales Tax:	0.00
Freight:	0.00
Energy Surcharge:	0.00
Order Total:	1,986.00

From: [Scott Wachinski](#)
To: gcc@uipcl.com
Cc: [Dominic Ruggiero](#)
Subject: FW: South Coastal and Rehoboth Beach STP - PCO 4
Date: Thursday, December 17, 2020 10:57:15 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

George,

See below further direction on the construction joint repairs. Please proceed accordingly.

Thanks,

Scott Wachinski

Project Manager



179 Mikron Road
Bethlehem, PA 18020
Phone: 610-759-5100
Fax: 610-746-0974
Mobile: 610-972-1355

From: Steven Clark <Steven.Clark@ghd.com>
Sent: Thursday, December 17, 2020 10:56 AM
To: Scott Wachinski <SWachinski@mfronca.com>
Cc: Sonny Junisa <Sahr.Junisa@ghd.com>; Dominic Ruggiero <DRuggiero@mfronca.com>; Nathan Irvin <nathan.irvin@sussexcountyde.gov>; hans.medlarz@sussexcountyde.gov; Kevin Williams <kwilliams@cityofrehoboth.com>; Bill Woods <bwoods@cityofrehoboth.com>; Paul Hignutt <phignutt@cityofrehoboth.com>; Eric Bose <Eric.Bose@ghd.com>; Ilisel Espinal <Ilisel.Espinal@ghd.com>
Subject: RE: South Coastal and Rehoboth Beach STP - PCO 4

Scott,

I discussed this again with Sonny this morning, and confirm that we would like both sides of each construction joint to be repaired – i.e. a total of 12 “joints”. Let me know if you have any questions.

Regards,

STEVEN CLARK, PE

Project Manager

GHD

Proudly employee-owned | ghd.com

16701 Melford Boulevard Suite 330 Bowie MD 20715 USA

D +1 240 206 6865 M +1 443 875 5061 E steven.clark@ghd.com

☐ The Power of Commitment

Connect



Please consider the environment before printing this email

From: Steven Clark

Sent: Wednesday, December 16, 2020 8:42 PM

To: Scott Wachinski <SWachinski@mfronca.com>

Cc: Sonny Junisa <Sahr.Junisa@ghd.com>; Dominic Ruggiero <DRuggiero@mfronca.com>; Nathan Irvin <nathan.irvin@sussexcountyde.gov>; 'hans.medlarz@sussexcountyde.gov' <hans.medlarz@sussexcountyde.gov>; Kevin Williams <kwilliams@cityofrehoboth.com>; Bill Woods (bwoods@cityofrehoboth.com) <bwoods@cityofrehoboth.com>; Paul Hignutt <phignutt@cityofrehoboth.com>; Eric Bose <Eric.Bose@ghd.com>; Ilisel Espinal <Ilisel.Espinal@ghd.com>

Subject: RE: South Coastal and Rehoboth Beach STP - PCO 4

Scott,

County has given approval to proceed on a T&M basis, similar to what we did for the steel repair work. At the completion of one ditch worth of joint repairs, Hans will submit to County Council a CO based on extrapolating to the second ditch.

Sonny and I will work with Dominic, yourself and the sub to determine when and where we do both sides of joints. This is something we can discuss as your sub mobilizes to complete the work.

Regards,

STEVEN CLARK, PE

Project Manager

GHD

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16701 Melford Boulevard Suite 330 Bowie MD 20715 USA

D +1 240 206 6865 M +1 443 875 5061 E steven.clark@ghd.com

☐ The Power of Commitment

Connect



Please consider the environment before printing this email

From: Scott Wachinski <SWachinski@mfronca.com>
Sent: Thursday, December 10, 2020 2:45 PM
To: Steven Clark <Steven.Clark@ghd.com>
Cc: Sonny Junisa <Sahr.Junisa@ghd.com>; Dominic Ruggiero <DRuggiero@mfronca.com>
Subject: RE: South Coastal and Rehoboth Beach STP - PCO 4

Steven,

Both tanks each have 2 Exterior Joints and there are 2 Joints on the Common Wall Between the Tanks, so a total of 6 joints. Our vendor would expect that doing one side of the joint should be adequate but obviously not willing to guarantee. I would suggest, if we are going to move forward with the repair that the four (4) joints in the tank currently out of service (2 Exterior Joints and 2 Common Wall Joints) be done on the inside of the tank and once filled, assess if exterior needs to be done (Common Joints will obviously be visible at that with adjacent tank in service). Then do the interior of the second tank exterior joints when it is taken out of service.

Scott Wachinski
Project Manager



179 Mikron Road
Bethlehem, PA 18020
Phone: 610-759-5100
Fax: 610-746-0974
Mobile: 610-972-1355

From: Steven Clark <Steven.Clark@ghd.com>
Sent: Thursday, December 10, 2020 2:35 PM
To: Scott Wachinski <SWachinski@mfronca.com>
Cc: Sonny Junisa <Sahr.Junisa@ghd.com>; Dominic Ruggiero <DRuggiero@mfronca.com>
Subject: RE: South Coastal and Rehoboth Beach STP - PCO 4

Sonny, Scott, or Dom,

How many joints are there needing repairs? Also, is there a suggestion we should do both sides, or is one side enough? Apologies if we spoke about this already.

Regards

STEVEN CLARK, PE
Project Manager

GHD

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16701 Melford Boulevard Suite 330 Bowie MD 20715 USA

D +1 240 206 6865 **M** +1 443 875 5061 **E** steven.clark@ghd.com

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From: Scott Wachinski <SWachinski@mfronca.com>

Sent: Thursday, December 10, 2020 1:22 PM

To: Steven Clark <Steven.Clark@ghd.com>

Cc: Sonny Junisa <Sahr.Junisa@ghd.com>; Dominic Ruggiero <DRuggiero@mfronca.com>

Subject: FW: South Coastal and Rehoboth Beach STP - PCO 4

Steven,

See below and attached from our crack repair vendor with an estimated order of magnitude for the injection repair of the construction joints. The estimate is for doing one side of one joint. I spoke with him subsequent to him sending and he noted that there would be savings if multiple joints could be done at the same time. The process will require two days, the first day is joint prep, sealing of joint, installation of injection packers, injection of SikaFix HH and he anticipates this will take one day per side of joint. The second day will be removal of injection packers and patching of the holes with Sikadur 31. The removal of injection packers and patching of the holes will not take nearly as long as the first day work and if there are multiple joints done, he anticipates being able to remove packers and complete patching of 3-4 joints in one day. This would reduce his estimate accordingly which is based solely on one joint.

Material can be installed at 40 degrees ambient temperature.

Please advise how we are to proceed.

Thanks,

Scott Wachinski
Project Manager



179 Mikron Road
Bethlehem, PA 18020
Phone: 610-759-5100
Fax: 610-746-0974
Mobile: 610-972-1355

From: gcc@uipcl.com <gcc@uipcl.com>
Sent: Thursday, December 10, 2020 12:11 PM
To: Scott Wachinski <SWachinski@mfronca.com>
Subject: FW: South Coastal and Rehoboth Beach STP - PCO 4

Scott,

Please find attached our PCO and "Order of Magnitude" to repair one side of one joint.

The proposal includes joint prep, sealing of joint, installation of injection packers, injection of SikaFix HH, removal of injection packers and patching of the holes with Sikadur 31. The work will be performed over two days to allow for curing of the SikaFix HH prior to removal and patching of the injection packers.

If multiple joints are repaired concurrently I would certainly anticipate the combined cost being less than doing just one joint.

Regards,

George Conners

logo 2 copy



Direct: 610-890-0949 | Fax: 610-890-0949
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www.universalpainting.com

From: gcc@uipcl.com <gcc@uipcl.com>
Sent: Friday, December 4, 2020 12:26 PM
To: Scott Wachinski <swachinski@mfronca.com>
Subject: South Coastal and Rehoboth Beach STP - PCO 4

Scott,

Please find attached our PCO as requested.

While removing the existing sealants on the Ox Tanks at the Rehoboth Beach STP it became apparant the joints are and have been leaking. The sealant and expansion material behind the sealant was missing in several locations and the remaing material was saturated and falling apart. We have prepped the joints for the new sealant and attempted multiple times to dry them out to no avail. I contacted SIKA for a corrective action plan and they provided the attached recommendation. Due to the variables and difficulty establishing material quantities I would prefer to proceed with this work on a T&M basis similar to the Ox Ditch Steel resurfacer if possible.

Do not hesitate to contact me with any questions.

Regards,

George Conners

logo 2 copy



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Letter of Transmittal

To: Ronca - Scott Wachinski

Transmittal #: 023

Date: 12-4-20

Job: South Coastal Regional Wastewater Facilities
Rehoboth Beach WWTP

Subject:

WE ARE SENDING YOU

☒ Attached

☐ Under separate cover via the following items:

☐ Shop drawings

☐ Prints

☐ Plans

☐ Samples

☐ Copy of letter

☐ Change order

☐ Specifications

☐ Change Request

Document Type	Copies	Date	No.	Description
Proposed Change Order		12-4-20	PCO 4	T&M - Ox Ditch Leaking Expansion Joints

THESE ARE TRANSMITTED as checked below:

☒ For approval

☐ Approved as submitted

☐ Resubmit ___ copies for approval

☐ For your use

☐ Approved as noted

☐ Submit ___ copies for distribution

☒ As requested

☐ Returned for corrections

☐ Return ___ corrected prints

☐ For review and comment

☐ Other

☐ FOR BIDS DUE

☐ PRINTS RETURNED AFTER LOAN TO US

Remarks:

Copy To:

George Conners
Phone: 610-844-8531
From: E-mail: gcc@uipcl.com

Signature: _____







George Conners
Universal Industrial Painting

CONTACT

Leo DeMarco
Sika Corporation
Construction Products
District Manager
610-717-7003
Demarco.leo@us.sika.com

**SOUTH COASTAL AND REHOBOTH BEACH STP -
LEAKING EXPANSION JOINTS**

December 3, 2020

George:

This letter is a follow up to our discussion regarding the leaking expansion joints. We do have a method to address them using SikaFix HH Hydrophilic. I have summarized the placement procedures below. Please let me know if you have any questions.

PLACEMENT:

- Drill 5/8" diameter holes along the side of the expansion joint at a 45°-degree angle. Drill the hole to intersect the expansion joint midway through the substrate. Spacing of the injection ports depends on expansion joint width, but normal spacing varies from 6" to 18".
- Flush the drilled holes with water to remove drill dust from the holes and expansion joints and ensure that the expansion joint is wet enough to react with the grout when introduced to the expansion joint.
- On structures open on both sides, provide packers on opposite sides at staggered elevations. Install the injection packers in the holes.
- If the expansion joint or joint to be injected is 1/2" or greater at surface, pack an open cell polyurethane foam saturated with the mixed polyurethane chemical grout into the expansion joint/ joints. Spray the saturated foam with a small amount of water to activate the grout and create a surface seal.
- Inject the prepared expansion joints with a minimum of 250 psi in order to achieve maximum filling and penetration. Begin the pressure injection at the lowest packer and continue until there is the appearance of the polyurethane chemical grout at an adjacent packer, thus indicating travel. Pump polyurethane chemical grout for 45 seconds and then pause to allow the material to flow into all the expansion joints and crevices. When travel is indicated, a decision to discontinue or continue the pressure injection from that packer should be made by the contractor, based on his experience, with the approval of the engineer.
- Continue the process until 3-4 packers have been grouted. Disconnect and go back to the first packer and inject all the ports for the second time if necessary. Some ports may take additional grout, which will fill up and further densify the material in the expansion joint.
- Continue process until the length of the prepared expansion joint is injected.
- If site temperatures are extremely low, heat bands or heated water baths may be used on the pails, before and during use to maintain the products temperature.

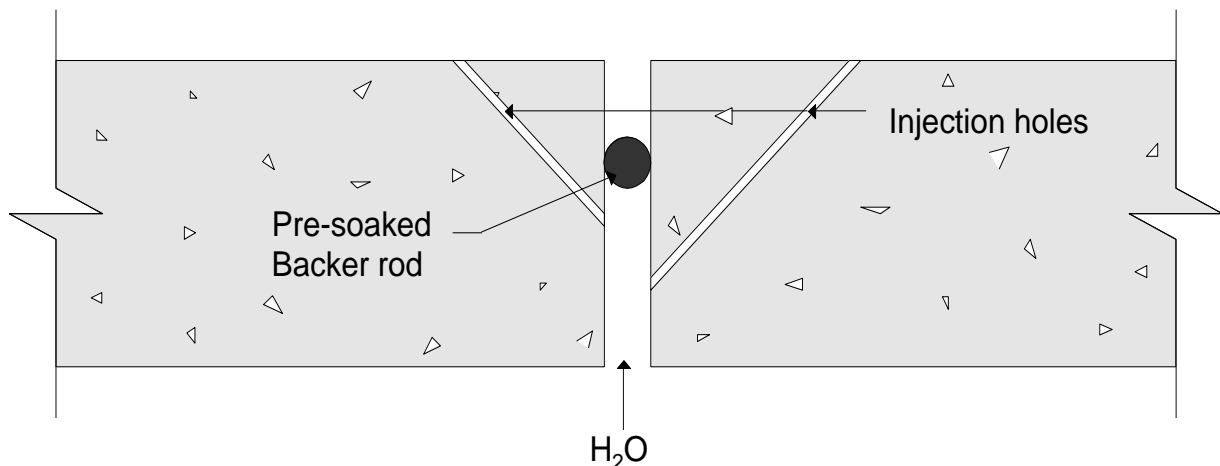
SIKA CORPORATION USA

201 Polito Avenue · Lyndhurst, NJ 07071 · USA
Phone: 800 933 SIKA · Fax: 201 933 6225 · www.sikausa.com

PAGES 2/2
DATE August 30, 2018

- When finished with the injection process, re-inject each installed packer with a small amount finishing of water. This will react with the resin left behind in the drill hole.
- After the injection, the packers or injection ports can be cut flush with the concrete surface or can be removed from the injection holes. Be sure to let SikaFix Hydrophilic completely cure before removing the packers.
- Packer holes can be filled with Sikadur 31 or SikaSet Plug and troweled smooth
- Once the area is dry you can Install Sikaflex Joint Sealant ass per the technical data sheet.

SikaFix[®] HH hydrophilic Expansion Joint Water Stop



1. Pump SikaFix HH Hydrophilic for 45 seconds and then pause to allow the material to react and flow into all of the expansion joints and crevices.
2. Watch for material flow and water movement to appear on the surface. When movement stops, begin injecting into the next packer.
3. When sealing vertical expansion joints, begin injecting at the bottom of the expansion joint and work vertically.
4. Where heavy water flow is present begin injecting the expansion joint at the part where the slowest flow is apparent and work vertically towards the area of heavy flow following application procedures above.

PRODUCT DATA SHEET

SikaFix® HH Hydrophilic

LOW VISCOSITY, EXPANDING, POLYURETHANE CHEMICAL GROUT

PRODUCT DESCRIPTION

SikaFix® HH Hydrophilic is a nonflammable hydrophilic polyurethane resin designed to form a flexible gasket or plug joints and cracks in concrete from water infiltration. In its uncured form, SikaFix® HH Hydrophilic is a pale yellow liquid. When it comes in contact with water, the grout expands quickly and cures to a tough, flexible, adhesive, closed cell foam that is essentially unaffected by mildly corrosive environments.

USES

- Sealing leaks through concrete cracks and joints.
- Saturating backer rod to seal joints by the gasket method.

CHARACTERISTICS / ADVANTAGES

- Contains no volatile solvents.
- Non-flammable.
- Free Foam expands to 6 times its liquid volume.
- High elongation creates tight seal in moving cracks.
- Non-corrosive

PRODUCT INFORMATION

Chemical Base	100% solids polyurethane chemical grout
Packaging	5 gallon pail.
Color	Pale yellow
Shelf Life	1 year in original, unopened container.
Storage Conditions	Store in a dry area between 40–90 °F (4–32 °C) using original re-sealable containers. Low temperatures will affect viscosity. To minimize this effect, store the product at room temperature for a minimum period of 24 hours prior to use. Material must be preconditioned to between 60–90 °F (16–32 °C) before use. If site temperatures are extremely low, heat bands or heated water baths may be used on the pails, before and during use to maintain the products temperature. Immerse only the lower 2/3 of the pails. Avoid splashing water into open containers. Do not use if ambient temperature is below 40 °F (4 °C).

Density	Uncured (74 °F (23 °C))	Cured (ASTM D-1622)
	1.16	4 lbs/ft ³
Flash Point	> 200 °F	
Viscosity	650 cps	(74 °F (23 °C) (ASTM D-1638))

TECHNICAL INFORMATION

Tensile Strength	Cured 170 psi	(ASTM D-638)
Elongation at Break	Cured 400 %	(ASTM D-638)
Shrinkage	< 1%	
Chemical Resistance	Unaffected by mildly corrosive environments.	
Reaction Time	Reaction Initiation Time 1:1 with water: 30 sed at 77F (25C)	

APPLICATION INSTRUCTIONS

SUBSTRATE PREPARATION

When the crack is contaminated at the outside, it will be necessary to clean the crack surface so that the crack can be exactly located. If the crack is wide or high water flows are encountered, it will be necessary to seal the surface of the crack with a surface sealing material (SikaSet® Plug, Sikadur® 31 Hi Mod Gel, or open cell polyurethane foam saturated with SikaFix® HH Hydrophilic). The surface sealing can be done before or after drilling the injection holes, depending on the particular situation.

MIXING

Prior to installation the material should be agitated vigorously shaking the 5 gallon pail or by mixing with a jiffy mixer, bung mixer or by hand. During injection the grout will follow the path of least resistance. When the material has stopped migrating, it will continue to expand against the confines of the crack/joint and compress within itself, forming a very dense, closed cell material and stopping the leak.

APPLICATION METHOD / TOOLS

Begin by drilling 5/8" diameter holes along the side of the crack at a 45 degree angle. Drill the hole to intersect the crack midway through the substrate. Install injection packers in the holes and tighten. Spacing of the injection ports depends on crack width, but normal varies from 6" to 36". It is always necessary to flush the drilled holes with water to remove debris and drill dust from the holes and crack. This will also ensure that the crack is wet enough to react with the grout when it is introduced to the crack. Begin the injection of the grout as the lowest packer installed on a vertical crack, or at the first packer flushed for a

horizontal crack. During the injection, you will notice that the SikaFix® HH Hydrophilic displaces water from the crack. Continue injecting until the grout appears at the adjacent packer hole. Stop pumping and reinstall the packer in the adjacent hole. Tighten the packer and move the pump hose to the second packer and begin injection. Continue the process until 3–4 packers have been grouted. Disconnect and go back to the first packer and inject all the ports for the second time if necessary. Some ports may take additional grout, which will fill up and further densify the material in the crack. Continue process until the length of the prepared crack is injected. **Note:** Injection pressure will vary from 200 psi to 2500 psi depending on the width of the crack, thickness of concrete and condition of concrete.

Tooling & Finishing

When finished with the injection process, re-inject each installed packer with a small amount of water. This will react with the resin left behind in the drill hole. After the injection, the packers or injection ports can be cut flush with the concrete surface or can be removed from the injection holes. Let SikaFix® HH Hydrophilic completely cure before removing the packers. Packer holes can be filled with Sikadur® 31 or SikaSet® Plug and troweled smooth.

Removal

Residual resin that has foamed from the crack can be removed with a scraper as long as it is not cured to a solid on the surface. If the material has cured, remove with a wire brush or hand held grinders. SikaFix® HH Hydrophilic will aggressively bond to concrete surfaces.

LIMITATIONS

- Low temperatures will significantly affect viscosity and reaction time.
- Avoid splashing water into open containers, as material

is water activated.

- Water used to activate SikaFix® HH Hydrophilic must be in a range of pH 3–10 for optimum foam quality.
- Material must be stored between 40–90 °F (4–32 °C).
- Material must be preconditioned to between 60–90 °F (16–32 °C) before use.
- Ambient temperature must be between 40–90 °F (4–32 °C) for use.
- Use only in applications where exposure to moisture is constant.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

OTHER RESTRICTIONS

See Legal Disclaimer.

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

LEGAL DISCLAIMER

- KEEP CONTAINER TIGHTLY CLOSED
- KEEP OUT OF REACH OF CHILDREN
- NOT FOR INTERNAL CONSUMPTION
- FOR INDUSTRIAL USE ONLY
- FOR PROFESSIONAL USE ONLY

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates (“SIKA”), the user must always read and follow the warnings and instructions on the product’s most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA’s Technical Service Department at 1-800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product’s shelf life. User determines suitability of product for intended use and assumes all risks. User’s and/or buyer’s sole

remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**

Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at <https://usa.sika.com/en/group/SikaCorp/termsandconditions.html> or by calling 1-800-933-7452.

Sika Corporation

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Product Data Sheet
SikaFix® HH Hydrophilic
January 2019, Version 01.02
020707010010000016

Sika Mexicana S.A. de C.V.

Carretera Libre Celaya Km. 8.5
Fracc. Industrial Balvanera
Corregidora, Queretaro
C.P. 76920
Phone: 52 442 2385800
Fax: 52 442 2250537

SikaFixHHHydrophilic-en-US-(01-2019)-1-2.pdf

BUILDING TRUST





1. Identification

Product name : SikaFix® HH Hydrophilic

Supplier : Sika Corporation
201 Polito Avenue
Lyndhurst, NJ 07071
USA
www.sikausa.com

Telephone : (201) 933-8800

Telefax : (201) 804-1076

E-mail address : ehs@sika-corp.com

Emergency telephone : CHEMTREC: 800-424-9300
INTERNATIONAL: 703-527-3887


Recommended use of the chemical and restrictions on use : For further information, refer to product data sheet.

2. Hazards identification

GHS Classification

Skin irritation, Category 2	H315: Causes skin irritation.
Eye irritation, Category 2A	H319: Causes serious eye irritation.
Respiratory sensitization, Category 1	H334: May cause allergy or asthma symptoms or breathing difficulties if inhaled.
Skin sensitization, Category 1	H317: May cause an allergic skin reaction.
Specific target organ systemic toxicity - single exposure, Category 3, Respiratory system	H335: May cause respiratory irritation.
Specific target organ systemic toxicity - repeated exposure, Category 2 (Inhalation)	H373: May cause damage to organs through prolonged or repeated exposure if inhaled.

GHS label elements

Hazard pictograms : 

Signal Word : Danger

Hazard Statements : H315 Causes skin irritation.
H317 May cause an allergic skin reaction.
H319 Causes serious eye irritation.
H334 May cause allergy or asthma symptoms or breathing difficulties if inhaled.



H335 May cause respiratory irritation.
H373 May cause damage to organs through prolonged or repeated exposure if inhaled.

Precautionary Statements

: **Prevention:**

P260 Do not breathe dust/ fume/ gas/ mist/ vapors/ spray.
P264 Wash skin thoroughly after handling.
P271 Use only outdoors or in a well-ventilated area.
P272 Contaminated work clothing must not be allowed out of the workplace.
P280 Wear protective gloves/ eye protection/ face protection.
P285 In case of inadequate ventilation wear respiratory protection.

Response:

P302 + P352 IF ON SKIN: Wash with plenty of soap and water.
P304 + P340 IF INHALED: Remove person to fresh air and keep comfortable for breathing.
P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P333 + P313 If skin irritation or rash occurs: Get medical advice/ attention.
P337 + P313 If eye irritation persists: Get medical advice/ attention.
P342 + P311 If experiencing respiratory symptoms: Call a POISON CENTER/doctor.
P362 Take off contaminated clothing and wash before reuse.

Storage:

P403 + P233 Store in a well-ventilated place. Keep container tightly closed.
P405 Store locked up.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

See Section 11 for more detailed information on health effects and symptoms.

There are no hazards not otherwise classified that have been identified during the classification process.

There are no ingredients with unknown acute toxicity used in a mixture at a concentration $\geq 1\%$.

3. Composition/information on ingredients

Hazardous ingredients

Chemical name	CAS-No.	Concentration (%)
Propylene carbonate	108-32-7	$\geq 25 - < 50 \%$
4,4'-methylenediphenyl diisocyanate	101-68-8	$\geq 10 - < 20 \%$
methylenediphenyl diisocyanate	26447-40-5	$\geq 10 - < 20 \%$

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.



4. First aid measures

If inhaled	: Move to fresh air. Consult a physician after significant exposure.
In case of skin contact	: Take off contaminated clothing and shoes immediately. Wash off with soap and plenty of water. If symptoms persist, call a physician.
In case of eye contact	: Immediately flush eye(s) with plenty of water. Remove contact lenses. Keep eye wide open while rinsing. If eye irritation persists, consult a specialist.
If swallowed	: Clean mouth with water and drink afterwards plenty of water. Do not induce vomiting without medical advice. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. Obtain medical attention.
Most important symptoms and effects, both acute and delayed	: irritant effects sensitizing effects Asthmatic appearance Cough Respiratory disorder Allergic reactions Excessive lachrymation Erythema Dermatitis See Section 11 for more detailed information on health effects and symptoms. Causes skin irritation. May cause an allergic skin reaction. Causes serious eye irritation. May cause allergy or asthma symptoms or breathing difficulties if inhaled. May cause respiratory irritation. May cause damage to organs through prolonged or repeated exposure if inhaled.
Protection of first-aiders	: Move out of dangerous area. Consult a physician. Show this material safety data sheet to the doctor in attendance.
Notes to physician	: Treat symptomatically.

5. Fire-fighting measures

Suitable extinguishing media	: Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
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- Specific extinguishing methods : Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
- Special protective equipment for fire-fighters : In the event of fire, wear self-contained breathing apparatus.

6. Accidental release measures

- Personal precautions, protective equipment and emergency procedures : Use personal protective equipment. Deny access to unprotected persons.
- Environmental precautions : Do not flush into surface water or sanitary sewer system. Local authorities should be advised if significant spillages cannot be contained.
- Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Keep in suitable, closed containers for disposal.

7. Handling and storage

- Advice on safe handling : Avoid formation of aerosol. Avoid exceeding the given occupational exposure limits (see section 8). Do not get in eyes, on skin, or on clothing. For personal protection see section 8. Persons with a history of skin sensitization problems or asthma, allergies, chronic or recurrent respiratory disease should not be employed in any process in which this mixture is being used. Smoking, eating and drinking should be prohibited in the application area. Follow standard hygiene measures when handling chemical products.
- Conditions for safe storage : Store in original container. Keep in a well-ventilated place. Containers which are opened must be carefully resealed and kept upright to prevent leakage. Observe label precautions. Store in accordance with local regulations.
- Materials to avoid : No data available

8. Exposure controls/personal protection

Component	CAS-No.	Basis **	Value	Exposure limit(s)* / Form of exposure
4,4'-methylenediphenyl diisocyanate	101-68-8	ACGIH	TWA	0.005 ppm



		OSHA Z-1	C	0.02 ppm 0.2 mg/m ³
		OSHA P0	C	0.02 ppm 0.2 mg/m ³
methylenediphenyl diisocyanate	26447-40-5	OSHA Z-1	C	0.02 ppm 0.2 mg/m ³
		OSHA P0	C	0.02 ppm 0.2 mg/m ³

*The above mentioned values are in accordance with the legislation in effect at the date of the release of this safety data sheet.

**Basis

ACGIH. Threshold Limit Values (TLV)

OSHA P0. Table Z-1, Limit for Air Contaminant (1989 Vacated Values)

OSHA P1. Permissible Exposure Limits (PEL), Table Z-1, Limit for Air Contaminant

OSHA P2. Permissible Exposure Limits (PEL), Table Z-2

OSHA Z3. Table Z-3, Mineral Dust

Engineering measures

: Use of adequate ventilation should be sufficient to control worker exposure to airborne contaminants. If the use of this product generates dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure below any recommended or statutory limits.

Personal protective equipment

Respiratory protection

: Use a properly fitted NIOSH approved air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary.

The filter class for the respirator must be suitable for the maximum expected contaminant concentration (gas/vapor/aerosol/particulates) that may arise when handling the product. If this concentration is exceeded, self-contained breathing apparatus must be used.

Hand protection

Remarks

: Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary.

Eye protection

: Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary.

Skin and body protection

: Choose body protection in relation to its type, to the concentration and amount of dangerous substances, and to the specific work-place.



Hygiene measures : Avoid contact with skin, eyes and clothing.
Wash hands before breaks and immediately after handling the product.
Remove contaminated clothing and protective equipment before entering eating areas.
Wash thoroughly after handling.

9. Physical and chemical properties

Appearance	: liquid
Color	: yellow
Odor	: slight musty
Odor Threshold	: No data available
Flash point	: > 201 °F (> 94 °C)
Ignition temperature	: No data available
Decomposition temperature	: No data available
Lower explosion limit (Vol%)	: No data available
Upper explosion limit (Vol%)	: No data available
Flammability (solid, gas)	: No data available
Oxidizing properties	: No data available
pH	: Note: Not applicable
Melting point/range / Freezing point	: No data available
Boiling point/boiling range	: No data available
Vapor pressure	: 0.03 mmHg (0.04 hpa)
Density	: 1.15 - 1.17 g/cm ³ at 77 °F (25 °C)
Water solubility	: Note: insoluble
Partition coefficient: n- octanol/water	: No data available
Viscosity, dynamic	: No data available
Viscosity, kinematic	: > 20.5 mm ² /s at 104 °F (40 °C)
Relative vapor density	: No data available
Evaporation rate	: No data available



Burning rate : No data available

Volatile organic compounds (VOC) content : 0 g/l

10. Stability and reactivity

Reactivity : No dangerous reaction known under conditions of normal use.

Chemical stability : The product is chemically stable.

Possibility of hazardous reactions : Stable under recommended storage conditions.

Conditions to avoid : No data available

Incompatible materials : No data available

11. Toxicological information

Acute toxicity

Not classified based on available information.

Ingredients:

4,4'-methylenediphenyl diisocyanate:

Acute inhalation toxicity : Acute toxicity estimate: 1.5 mg/l
Test atmosphere: dust/mist
Method: Expert judgment

Skin corrosion/irritation

Causes skin irritation.

Serious eye damage/eye irritation

Causes serious eye irritation.

Respiratory or skin sensitization

Skin sensitization: May cause an allergic skin reaction.

Respiratory sensitization: May cause allergy or asthma symptoms or breathing difficulties if inhaled.

Germ cell mutagenicity

Not classified based on available information.

Reproductive toxicity

Not classified based on available information.

STOT-single exposure

May cause respiratory irritation.

STOT-repeated exposure

May cause damage to organs through prolonged or repeated exposure if inhaled.

Once sensitized, a severe allergic reaction may occur when subsequently exposed to very low levels.



Aspiration toxicity

Not classified based on available information.

Carcinogenicity

Not classified based on available information.

IARC

Not applicable

NTP

Not applicable

12. Ecological information

Other information

Do not empty into drains; dispose of this material and its container in a safe way.
Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

13. Disposal considerations

Disposal methods

Waste from residues

: Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.

Contaminated packaging

: Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

Not dangerous goods

IATA

Not dangerous goods

IMDG

Not dangerous goods

Special precautions for user

No data available

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable

15. Regulatory information



TSCA list : All chemical substances in this product are either listed on the TSCA Inventory or are in compliance with a TSCA Inventory exemption.

EPCRA - Emergency Planning and Community Right-to-Know**CERCLA Reportable Quantity**

Ingredients	CAS-No.	Component RQ (lbs)
4,4'-methylenediphenyl diisocyanate	101-68-8	5000

SARA304 Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Acute Health Hazard
Chronic Health Hazard

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : The following components are subject to reporting levels established by SARA Title III, Section 313:

4,4'-methylenediphenyl diisocyanate	101-68-8	10.00 %
methylenediphenyl diisocyanate	26447-40-5	10.00 %

Clean Air Act

Ozone-Depletion Potential This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

The following chemical(s) are listed as HAP under the U.S. Clean Air Act, Section 12 (40 CFR 61):

4,4'-methylenediphenyl diisocyanate	101-68-8	10.00 %
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This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

California Prop 65 This product does not contain any chemicals known to the State of California to cause cancer, birth, or any other reproductive defects.

16. Other information

**HMIS Classification**

Health	*	3
Flammability		1
Physical Hazard		0
Personal Protection		x

Caution: HMIS® rating is based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® rating is not required on SDSs under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® rating is to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). Please note HMIS® attempts to convey full health warning information to all employees.

Notes to Reader

The information contained in this Safety Data Sheet applies only to the actual Sika Corporation ("Sika") product identified and described herein. This information is not intended to address, nor does it address the use or application of the identified Sika product in combination with any other material, product or process. All of the information set forth herein is based on technical data regarding the identified product that Sika believes to be reliable as of the date hereof. Prior to each use of any Sika product, the user must always read and follow the warnings and instructions on the product's current Product Data Sheet, product label and Safety Data Sheet for each Sika product, which are available at web site and/or telephone number listed in Section 1 of this SDS.

SIKA MAKES NO WARRANTIES EXPRESS OR IMPLIED AND ASSUMES NO LIABILITY ARISING FROM THIS INFORMATION OR ITS USE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES AND SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.

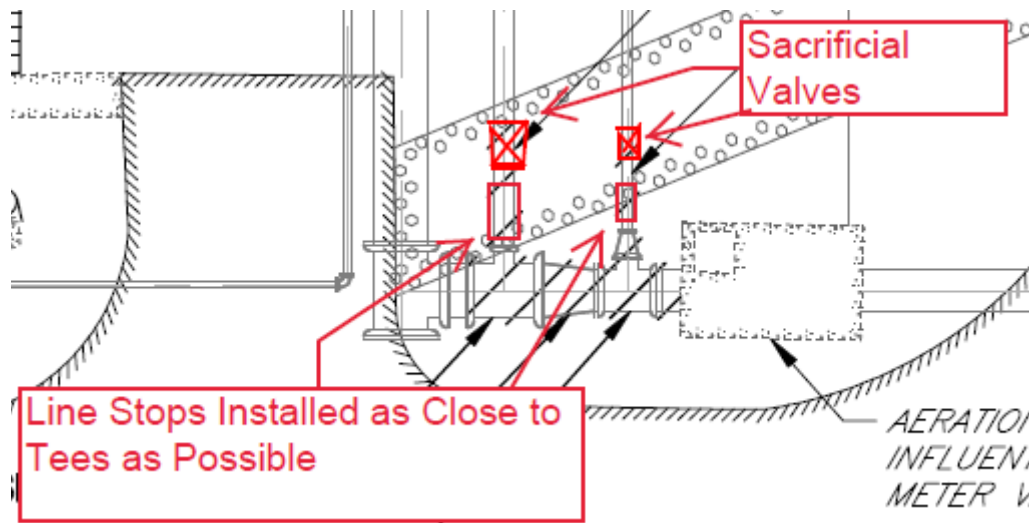
All sales of Sika products are subject to its current terms and conditions of sale available at www.sikausa.com or 201-933-8800.

Revision Date 04/12/2017

Material number: 189100

SCRWF – RS Bypass Line Stop Narrative

In an effort to minimize the Return Sludge Feed to Aeration Basins 1-4 During the activation of the currently installed Headworks bypass, Ronca intends to perform line stops as close to the existing Tees as possible and install the sacrificial valves as shown.

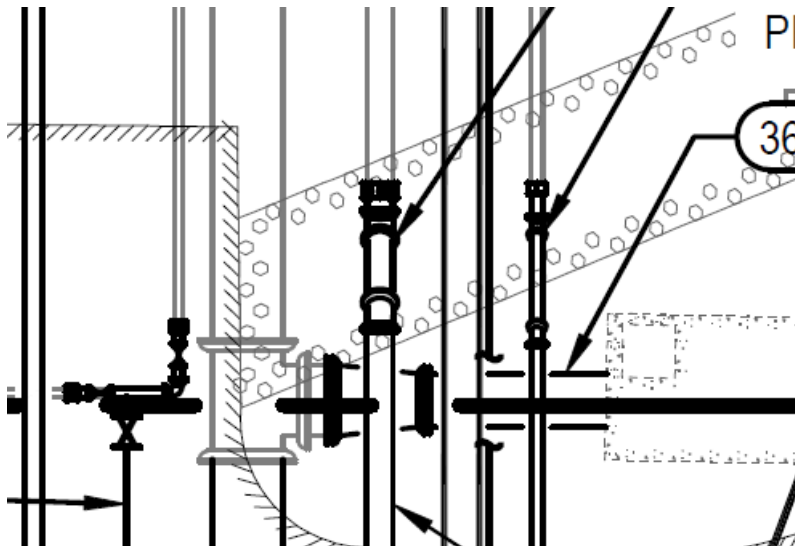


Upon activation of the line stop and in order to allow for cut in of the sacrificial valve the upstream flow of each line will need to be stopped by the plant. Line stops and cut in of the sacrificial valves will need to be completed one at a time and upon completion of each line stop/valve cut in, the line stops will be removed, valves opened and lines returned to service as currently configured. It is anticipated that each line will be down for a maximum of 4 hours for activation of the line stop and cut in of the valves.

Once both sacrificial valves are installed we will need to perform the cut in for the temp RS Bypass. When ready all temp piping will be installed to the extent possible to the Aeration Basin 1-4 D-Boxes as represented in Ronca's previously provided submittal 01500-01-01. We will then shut both sacrificial valves to prevent backflow from the 36"/48" into the RS lines, upstream flow will need to be shut for both of these lines by the plant and we will then complete cut in connections to the temp bypass system. It is anticipated that the cut in connection to the temp bypass system will take a maximum of 4 hours to complete. Upon completion and activation of the RS bypass, we will complete activation of the 18" Headworks/Influent bypass and draining of the 36"/48" Influent Piping.

Upon completion of the work required during the bypass, we will need to remove the temp RS bypass piping and reconnect the 18" & 8" RS piping to the sacrificial valves to allow the RS flow to return to the 36"/48" Influent piping. In order to complete removal of the temp bypass and reconnection of the RS upstream flow will need to be stopped by the plant. It is anticipated that the removal of the bypass piping and reconnection of the RS to the 36"/48" Influent piping will take a maximum of 4 hours to complete.

When Aeration Basin 5-8 is ready to be put in service the 18" & 8" RS Piping will need to be re-routed from its connection to the 36"/48" Influent Piping to its final connection to the Aeration Basin 5-8 Recycle D-Box. To complete this final connection Ronca will run the new 18" & 8" RS piping from the Recycle D-Box to the connection locations shown in the contract drawings (Ref. Below). When the final connections are ready to be completed we will shut the sacrificial valves, install MJ Plugs in the Valves and they will be abandoned in place. Final connections will be made upstream of these valves. In order to make these final connections the plant will need to stop the upstream flow. It is anticipated that the final RS connections will take a maximum of 4 hours to complete.



South Coastal RWF & Rehoboth Beach WTF Upgrade

3/9/2021

Vendor/Contract	Description	Contract Value
Michael F. Ronca & Sons, Inc.	SCRWF/RBWTP General Construction	40,727,399.64
BW Electric Inc.	SCRWF/RBWTP Electrical Construction	21,815,875.00
BW Electric Inc. CO#3	DP&L Service Entrance Modification Conduit System	235,637.33
BW P.O.	Soil Screening @ Rehoboth Plant	4,504.50
GHD	Amd 11 - SCRWF Expansion to 10mgd - Planning & Concept	241,938.68
	Amd 12 - SCRWF Expansion Construction Docs	2,240,280.73
	Amd 13 - Value Engineering	95,080.15
	Amd 14 - Rehoboth WTP Capital Improvement Program Upgrade Phase 2/Joint Project with SCRWF Expansion	398,410.63
	Amd 16 - Ocean Outfall Discharge Modeling & Wetlands Delineation for SCRWF and Add'l Design Services for Rehoboth WTP Capital Improvement Program	181,089.72
	Amd 18 - RBWTP CIP Upgrade Phase 2 - Add'l Design	172,153.01
	Amd 19 - SCRWF Upgrade 3 Add'l Design	108,073.71
	Amd 20 - SCRWF Upgrade 3/RBWTP Upgrade Phase 2 Construction Engineering	6,589,558.49
Core & Main	Influent FM Consolidation Materials	339,944.59
Core & Main	Effluent FM Pipeline Materials	227,603.39
Delmarva Power	Improve service entrances for both projects	175,000.00
G&L	FM Consolidation & Influent Consolidation Phase II	973,229.04
G&L Work- Effluent Relocation		316,635.20
G&L Work - RB Treatment Plant	Parking Lot Repavement	
Kershner Environmental Technologies	Belt Press	295,000.00
Melvin Joseph	Material Screening	14,000.00
DSWA	Loading, Hauling & Disposal of Debris	7,000.00
Totals		75,078,048.31

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE
sussexcountype.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

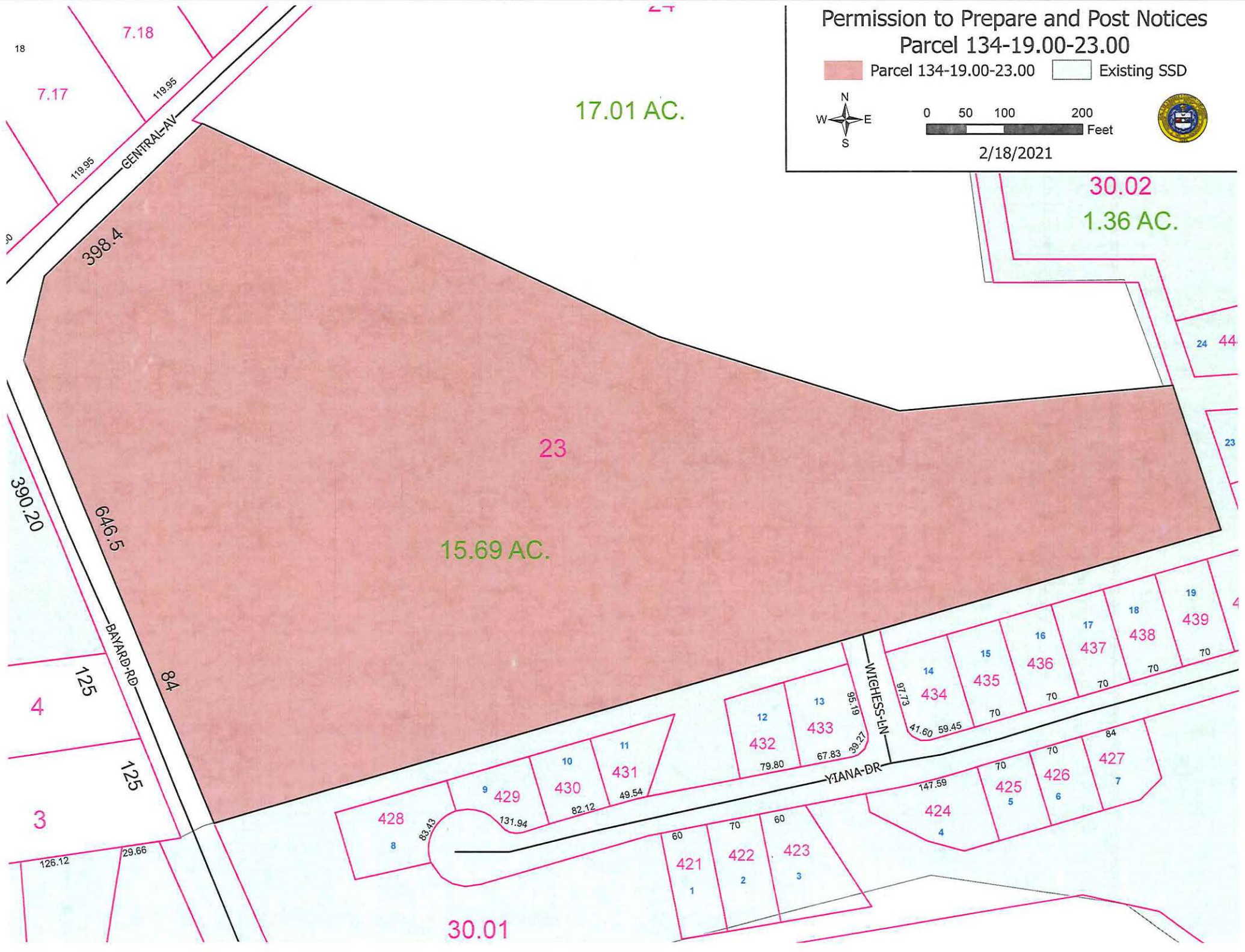
JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

Proposed Woodlands II Expansion of the Sussex County Unified Sanitary Sewer District

PERMISSION TO POST FACT SHEET

- Expansion of the Sussex County Unified Sanitary Sewer District (Miller Creek Area)
- Includes parcel 134-19.00-23.00.
- The Engineering Department has received a request from Civil Engineering Associates on behalf of their client Gulfstream Development, LLC the owners/developers of the proposed Woodlands II subdivision.
- Woodlands II is a proposed 33 lot subdivision.
- The Engineering Department would like to request permission to prepare and post notices for a Public Hearing on the annexation of the area at this time.





Permission to Prepare and Post Notices
Parcel 134-19.00-23.00

Parcel 134-19.00-23.00 Existing SSD



0 50 100 200
Feet



2/18/2021

17.01 AC.

30.02
1.36 AC.

15.69 AC.

23

30.01

CENTRAL-AV

BAYARD-RD

WIGGINS-LN

YIANA-DR

Hudson

Bobbi Albright

From: Sussex County DE <webmaster@sussexcountyde.gov>
Sent: Monday, February 15, 2021 8:35 AM
To: Bobbi Albright
Subject: Form submission from: Council Grant Form

Council Grant Form	
Legal Name of Agency/Organization	West Rehoboth Community Land Trust <i>OK</i>
Project Name	Low Income Housing Support
Federal Tax ID	202477568 <i>OK</i>
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	WRCLT's mission is to provide and preserve affordable housing, combat community deterioration, and to hold land in trust for the long term benefit to low to moderate income individuals living in West Rehoboth, a historical Sussex County black community.
Address	PO Box 633
Address 2	
City	Rehoboth Beach
State	DELAWARE

Zip Code	19971
Contact Person	Eleanor Marchtmon
Contact Title	President
Contact Phone Number	302-245-2759
Contact Email Address	bkchurchgirl@aol.com
Total Funding Request	5000
Has your organization received other grant funds from Sussex County Government in the last year?	Yes
If YES, how much was received in the last 12 months?	3500
Are you seeking other sources of funding other than Sussex County Council?	Yes
If YES, approximately what percentage of the project's funding does the Council grant represent?	10
Program Category (choose all that apply)	Cultural, Fair Housing, Health and Human Services, Infrastructure
Program Category Other	

Primary Beneficiary Category	Minority
Beneficiary Category	Other
Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	30
Scope	<p>WRCLT has purchased 6 lots in the West Rehoboth Community to offset the gentrification of this black community. On two lots, we have four homes which allows us the land trust to provide decent housing to low income families. The funds will used to offset major maintenance and repair issues that we are not able to pass on the the low income families. . The pandemic has caused a major delay in working Habitat for Humanity to built an affordable home for a West Rehoboth resident. As a result, property maintenance and financial issues have impacted as we wait on a HUD Grant.</p>
Religious Components	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	32,000.00
Description	Rental Properties
Amount	40,000.00
Description	Habitat Land Maintenance

Amount	3,000.00
Description	
Amount	
Description	
Amount	
Description	
Amount	
Description	
Amount	
Description	
Amount	
Description	
Amount	
TOTAL	43,000.00
EXPENDITURES	
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-11,000.00
Name of Organization	West Rehoboth Community Land Trust
Applicant/Authorized Official	James Blakeslee
Date	02/15/2021

Affidavit

Yes

Acknowledgement

Mark as Spam in D3 Forms. Please do not mark as spam in your email client, as it will result in you no longer receiving D3 Forms notifications. Feel free to email info@d3forms.com with any questions.

Schaffner

Jennifer Anderson

From: Sussex County DE <webmaster@sussexcountyde.gov>
Sent: Sunday, February 7, 2021 4:53 PM
To: Jennifer Anderson
Subject: Form submission from: Council Grant Form

Entered application to Mark on 2/8/2021

Council Grant Form	
Legal Name of Agency/Organization	Lewes Community Garden Greater Lewes Foundation
Project Name	2021 Expansion Plans for Lewes Community Garden
Federal Tax ID	51-0400365 ok
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	To create a sustainable community garden in the greater Lewes, Delaware area, by sharing knowledge, experience, and friendship. The goal is to provide accessible gardening opportunities for all ages and abilities. Members use organic practices to maintain the gardens, where we learn from each other, grow nutritious food and share with the larger community.
Address	35201 Seaport Loop
Address 2	
City	Lewes
State	DE

Zip Code	19958
Contact Person	Louis Papp
Contact Title	Fundraising Chairman
Contact Phone Number	3026450230
Contact Email Address	loudot2@verizon.net
Total Funding Request	\$1000
Has your organization received other grant funds from Sussex County Government in the last year?	Yes
If YES, how much was received in the last 12 months?	1000
Are you seeking other sources of funding other than Sussex County Council?	Yes
If YES, approximately what percentage of the project's funding does the Council grant represent?	26
Program Category (choose all that apply)	Educational, Health and Human Services, Other
Program Category Other	enviromental

Primary Beneficiary Category Elderly Persons (62 +)

Beneficiary Category
Other

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program 24000

Scope

The Lewes Community was started in 2019 and resides on 0.79 acres of Lewes park land, called the great Marsh Park. It is now well established with a Board, elected officers and five hardworking committees. The garden currently consists of 48 (4' x 8') raised beds that are surrounded by a 8' deer fence that will be expanded as we grow. it also includes storage shed, a kiosk, several compost bins, landscaped flower beds and a bed of native plants for a butterfly habitat. We plan to build this year a picnic grove with picnic tables and benches to overlook a beautiful view of the Great Marsh. This grove will be open to the public and not just gardeners. We will also build raised beds that are handicap accessible. In addition we are also planning to build a pollinator garden, construct more birdhouses and add more native trees.

The garden will serve the Greater Lewes area. Through communications the past year utilizing the Cape Gazette, our website, Facebook and Twitter we received a very favorable response from the community. We currently have 20 individuals on our waiting list.

Our community garden provides fresh produce that is organically farmed, greatly reducing chemical fertilizers and harmful pesticides. It is a great area for recreation and exercise. A place to make new friends and establish relationships across physical and social barriers. We offer free rental of beds to the low income. Last year we donated to food

banks .650 pounds of organic vegetables, 100 large bags of non perishables, 7 frozen turkeys, 9 hams and \$500 in grocery gift cards.

Religious Components

Please enter the
current support your
organization receives
for this project (not
entire organization
revenue if not
applicable to request)

0.00

Description Build two six foot trex A frame picnic tables

Amount 900.00

Description Build two birdhouses

Amount 200.00

Description Build handicap accessible raised beds

Amount 400.00

Description Built two wooden benches

Amount 175.00

Description Design and build a pollinator garden

Amount 250.00

Description Plant six native trees

Amount 400.00

Description Brush out and clear invasive and overgrown plants from lot

Amount 1,500.00

Description

Amount

TOTAL 3,825.00
EXPENDITURES

TOTAL DEFICIT FOR -3,825.00
PROJECT OR
ORGANIZATION

Name of Organization Lewes Community Garden

*Greater Lewes
Foundation*

Applicant/Authorized Louis Papp
Official

Date 02/07/2021

Affidavit Yes

Acknowledgement

Mark as Spam in D3 Forms. Please do not mark as spam in your email client, as it will result in you no longer receiving D3 Forms notifications. Feel free to email info@d3forms.com with any questions.

Vincent - OK

Bobbi Albright

From: Sussex County DE <webmaster@sussexcountyde.gov>
Sent: Thursday, February 18, 2021 4:06 PM
To: Bobbi Albright
Subject: Form submission from: Council Grant Form

Council Grant Form

Legal Name of Agency/Organization American Cancer Society

Project Name Relay For Life of Sussex County

Federal Tax ID 13-1788491 *OK*

Non-Profit Yes

Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.) No

Organization's Mission The American Cancer Society is the nationwide community-based voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer, through research, education, advocacy, and service.

Address P.O. Box 1877

Address 2

City Salisbury

State Maryland

Zip Code	21802
Contact Person	Ashley Webb
Contact Title	Community Development Manager
Contact Phone Number	304-694-4563
Contact Email Address	ashley.webb@cancer.org
Total Funding Request	\$1,500
Has your organization received other grant funds from Sussex County Government in the last year?	No
If YES, how much was received in the last 12 months?	N/A
Are you seeking other sources of funding other than Sussex County Council?	No
If YES, approximately what percentage of the project's funding does the Council grant represent?	N/A
Program Category (choose all that apply)	Health and Human Services
Program Category Other	

Primary Beneficiary Category	Other
Beneficiary Category Other	All persons affected by cancer.
Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	3000
Scope	<p>The American Cancer Society is committed to saving lives from cancer with programs to help those fighting currently as well as ground breaking research for treatments as well as the hope that we will find a cure once and for all to cancer. Your donations help us fight every type of cancer, for individuals from all walks of life, in communities around the globe.</p> <p>Donations to the American Cancer Society's Relay For Life help fund programs such as Hope Lodge which provides free lodging for cancer patients receiving treatments away from home. Road To Recovery provides transportation to treatments for cancer patients. Through our local offices we provide free wigs and wig fittings for local cancer patients. The American Cancer Society participates in numerous health fairs to increase education and awareness about early detection. At each of our Relay For Life events we kick off the night with a survivor and caregiver lap following by a survivor luncheon to honor those who are or have fought cancer and their families.</p>
Religious Components	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	0.00

PROJECT OR ORGANIZATION

Name of Organization	American Cancer Society
Applicant/Authorized Official	Ashley Webb
Date	02/18/2021
Affidavit	Yes
Acknowledgement	

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Vincent - OK

Bobbi Albright

From: Sussex County DE <webmaster@sussexcountyde.gov>
Sent: Monday, February 15, 2021 3:39 PM
To: Bobbi Albright
Subject: Form submission from: Council Grant Form

Council Grant Form

Legal Name of Agency/Organization Kim and Evans Family Foundation, Inc.

Project Name SuperHero Golf Outing

Federal Tax ID 82-3857830 *OK*

Non-Profit Yes

Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.) No

Organization's Mission To better the lives of disadvantaged people and animals in Sussex County and beyond.

Address 123 Village Drive

Address 2

City Seaford

State DE

Zip Code 19973

Contact Person Dr. Joseph Kim

Contact Title	President
Contact Phone Number	4436147454
Contact Email Address	kimandevansff@gmail.com
Total Funding Request	500
Has your organization received other grant funds from Sussex County Government in the last year?	No
If YES, how much was received in the last 12 months?	N/A
Are you seeking other sources of funding other than Sussex County Council?	Yes
If YES, approximately what percentage of the project's funding does the Council grant represent?	1
Program Category (choose all that apply)	Health and Human Services
Program Category Other	
Primary Beneficiary Category	Low to Moderate Income

Beneficiary Category

Other

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program

100

Scope

Dear Council,

Over the past two years, our charitable foundation, the Kim and Evans Family Foundation, has provided school supplies, clothes, and shoes to in-need students; socks, outdoor supplies, and food for homeless veterans; brand new furniture for veterans, food for our healthcare heroes, masks to local schools, and food to low income families.

Our main project for this year is to deliver food and supplies directly to local disadvantaged families each month. Food insecurity is a growing problem in Sussex County; one in five children living in Delaware are food insecure and struggling with hunger. Unfortunately, there are families who are unable to attend local food drives or the grocery store. Since December, we have been delivering food boxes to local in-need families each month. In addition, we plan to continue providing necessary supplies to local in-need veterans.

We hope you will support us and our 2021 project with a donation, sponsorship, or golfer registration.

We are excited to host our first golf outing fund-raising event scheduled on Monday, April 19, 2021 at the extraordinary Peninsula Golf and Country Club in Millsboro, Delaware. Our foundation is also proud to partner with the Bryan Allen Stevenson School of Excellence, a future charter high school to be established in Sussex County. Their mission is to create pathways, through proximity, for our students, their families, and our community. For more information about social justice

activist, Bryan Stevenson and the school, please go to www.basseinc.org. If you are unfamiliar with Mr. Stevenson, the movie Just Mercy is an adaptation of his book.

For more information about our golf outing or to register or to donate, go to our [website, www.kimandevansff.org](http://www.kimandevansff.org). If you have any questions, please email us at kimandevansff@gmail.com.

Thank you everyone, stay safe and let us all have an extraordinary 2021!

Joe

Religious Components

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	10,000.00
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Description	Golfer Fees
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Amount	12,000.00
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Description	Supplies
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Amount	5,000.00
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Description	
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Amount	
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Description	
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Amount	
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Description	
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Amount

Description

Amount

Description

Amount

Description

Amount

TOTAL 17,000.00
EXPENDITURES

TOTAL DEFICIT FOR -7,000.00
PROJECT OR
ORGANIZATION

Name of Organization Kim and Evans Family Foundation, Inc.

Applicant/Authorized Joseph H. Kim
Official

Date 02/15/2021

Affidavit Yes
Acknowledgement

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